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Prepared by and  
Return to :

Steven D. Rubin, Esq.  
980 North Federal Highway, Suite 434  
Boca Raton, Florida 33432

DECLARATION OF  
CONDOMINIUM  
FOR  
DUVALL PLACE

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OF  
DUVALL PLACE, A CONDOMINIUM

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PREPARED BY AND RETURN TO:

STEVEN D. RUBIN, ESQ.  
980 North Federal Highway, Suite 434  
Boca Raton, Florida 33432

DECLARATION OF CONDOMINIUM

OF

DUVALL PLACE, A CONDOMINIUM

Duvall Place, LLC, a Florida Limited Liability Company, herein called "Developer," on behalf of itself and its heirs, successors, grantees, and assigns, hereby makes this Declaration of Condominium of Duvall Place, a Condominium (hereinafter referred to as the "Declaration").

1. SUBMISSION TO CONDOMINIUM -- The fee simple title to the lands located in Palm Beach County Florida, and described in attached Exhibit "A" are submitted to the condominium form of Ownership.

2. NAME -- PLAN OF DEVELOPMENT -- Developer has or will construct eight (8) single family residential Units and associated improvements which are designated herein as "Duvall Place, a Condominium."

3. NAME -- ASSOCIATION -- The name of the Condominium Association is "Duvall Place Condominium Association, Inc." This Association is incorporated as a not for profit Florida corporation:

4. DEFINITIONS -- The terms used herein will have the meanings stated in Florida Statutes Chapter 718 (Condominium Act) and as follows, unless the context otherwise requires:

4.1. ASSESSMENT -- The share of the funds required for the payment of Common Expenses that is assessed against a Unit Owner from time to time as reflected in the budget or as adopted as a special assessment pursuant to this Declaration, the By-Laws, or the Act.

4.2. ASSOCIATION -- The corporation responsible for the operation of the Condominium, namely, Duvall Place Condominium Association, Inc.

4.3. ASSOCIATION PROPERTY -- All real or personal property owned or leased by the Association.

4.4. ACT -- means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as hereafter amended.

4.5. BUILDING -- means the structure in which the Units will be or are located.

4.6. BOARD OF DIRECTORS or DIRECTORS or BOARD -- The board of directors responsible for the administration of the Association.

4.7. CHARGE or SPECIAL CHARGE -- The obligation of a Unit Owner to pay or reimburse money to the Association that cannot be secured as a lien pursuant to the Act, but which will, if the charge is not paid, give rise to a cause of action against the Unit Owner pursuant to this Declaration.

4.8. COMMON ELEMENTS -- The portions of the property submitted to condominium Ownership and not included in the Units including:

4.8.1. Land

4.8.2. All parts of improvements that are not included within the Units.

4.8.3. Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

4.8.4. An easement of support in every portion of a Unit which contributes to the support of the Building.

4.8.5. Installations for the furnishing of services to more than one Unit or to the Common Elements, such as security system, cable television, electricity, water, and sewer.

4.8.6. Fixtures owned or held for the common use, benefit and enjoyment of all Unit Owners in the Condominium.

4.9. COMMON EXPENSES AND WORKING CAPITAL ASSESSMENT--

Except as otherwise set forth in this Declaration, "Common Expenses" mean all expenses of administration, maintenance, operations, repair and replacement of the Condominium Property, including, but not limited to, any reserve for maintenance and repairs, reinstatement, rebuilding and replacement of the Common Elements; all charges for taxes on or relating to the Common Elements; the cost of insurance of or on the Common Elements (including fire and other casualty and liability insurance required by this Declaration); and the cost of landscaping, janitorial and similar services for the Common Elements. Common Expenses shall also include all expenses for the upkeep, maintenance, repair, replacement, management and operation of the parking lots, including, but not limited to, paving, repaving, lighting, painting and repainting of the painted parking lines, reflectors, directional markers, insurance, and all other costs relating to the parking lots including real estate taxes attributable to each parking lot. Common Expenses shall also include all other expenses declared by the Association or this Declaration to be Common Expenses and any other valid expenses or debts of the Condominium as a whole, or of the Association, which are assessed against Unit Owners. At the time a Unit Owner closes the purchase of its/his Unit(s) from the Developer, the Unit Owner shall pay to the Association a working capital assessment in an amount equal to two (2) months of the Unit's proportionate share of Common Expenses of the Association's proposed initial annual assessment. Notwithstanding anything to the contrary contained in this Section 4.9, Common Expenses do not include expenses for the maintenance, repair or replacement of a Unit, or Limited Common Element for which a Unit Owner is responsible to maintain, repair, or replace, or ad valorem taxes, benefit taxes, or special assessments imposed by taxing authorities against a Unit.

4.10. COMMON SURPLUS -- The excess of all receipts of the Association above the Common Expenses.

4.11. CONDOMINIUM DOCUMENTS -- This Declaration and the attached Exhibits setting forth the nature of the property rights in the Condominium and the covenants running with the land that govern these rights. All the other Condominium Documents will be subject to the provisions of the Declaration. The order of priority of the documents will be as follows: (1) Declaration; (2) Association Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.

4.12. CONDOMINIUM PARCEL -- A Unit together with the undivided share in

the Common Elements that is appurtenant to the Unit.

4.13. CONDOMINIUM PROPERTY -- The real and personal property, both tangible and intangible, subject to condominium Ownership, whether or not contiguous; all improvements thereon; and all easements and rights appurtenant thereto.

4.14. DEVELOPER -- Duvall Place, LLC, a Florida Limited Liability Company which has established this Condominium, and the successors and assigns of its development rights.

4.15. EXHIBITS which are attached hereto and made a part hereof:

- A. Legal description of the Condominium Property
- B. Condominium Plot Plan, Survey and Graphic Description of improvements showing Units, Common Elements and Limited Common Elements with their location and approximate dimensions in sufficient detail to identify them.
- C. Association Articles of Incorporation
- D. Association Bylaws
- E. Percentages of Ownership of the Common Elements, and Common Surplus, and Obligation to Pay Common Expenses
- F. Rules and Regulations

4.16. FAMILY -- One natural person or a group of two or more natural persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household servants); or not more than two adult persons not so related, and the children of either or both of them, who reside together as a single not-for-profit housekeeping unit.

4.17. INVITEE OR GUEST -- Any person who is physically present in or occupies a Unit on a temporary basis at the invitation of the Unit Owner without the payment of consideration.

4.18. INSTITUTIONAL FIRST MORTGAGEE -- The mortgagee or its assignee of a first mortgage on a condominium parcel. The mortgagee may be a bank, a savings and loan association, a mortgage banker, a life insurance company, a real estate or mortgage investment trust, a pension or profit sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or the Developer. The term also refers to any holder of a first mortgage against a condominium parcel which mortgage is guaranteed or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

4.19. LEASE -- The grant by a Unit Owner of a temporary right of use of the Owner's Unit for a valuable consideration.

4.20. LIMITED COMMON ELEMENTS -- Those portions of the Common Elements that are reserved for the use of a certain Unit to the exclusion of the other Units. The Limited Common Elements ("LCE") are graphically identified on Exhibit "B" which is attached to this Declaration, and include:

- a. The entry loggias and brick walks appurtenant to Units 1, 2, 3 and 4 are LCEs for Units 1, 2, 3, and 4, respectively.
- b. The storage lockers numbered 1 through 8 are LCE's for Units 1 through 8, respectively.

- c. The parking spaces assigned to a Unit is an LCE for that Unit.
  - d. The courtyards appurtenant to Units 1, 2, 3, and 4 are LCE's for Units 1, 2, 3, and 4, respectively.
  - e. The exterior planters above the first floor level of the building, appurtenant to Unit windows or Unit exterior walls are LCE's for such Units, respectively.
  - f. The balconies appurtenant to Units 5 through 8 are LCE's for Units 5 through 8, respectively.
  - g. The storage areas appurtenant to Units 5 through 8 are LCE's for Unit 5 through 8, respectively.
  - h. If the Developer installs a chimney in a Unit, the chimney and the flue to the firebox appurtenant to the Unit are LCE's for such Unit.
  - i. The air conditioning compressor pads and stands are LCE's for the designated Unit.
  - j. The electric meters and water meters are LCE's for the designated Units.
  - k. Mailboxes. Each Unit shall be assigned one (1') mailbox, which shall be a Limited Common Element.
  - l. Air Space for Air Handling Equipment. The right of exclusive use of the air space and area, if any, of the roof deck of the Building occupied by the air handling equipment constituting a part of and serving a single Unit, all as more particularly set forth in Exhibit "B" attached hereto.
  - m. The attic floor, and the attic air space above the floor of the attic and below any roof trusses or roof structures appurtenant and above Units 5, 6, 7, and 8, are LCE's for Units 5 through 8, respectively.
- 4.21. OCCUPY -- The act of being physically present in a Unit on two or more consecutive days. An occupant is one who occupies a Unit.
- 4.22. OPERATION -- The administration and management of the Condominium Property.
- 4.23. PERSON -- An individual, corporation, trust, or other legal entity capable of holding title to real property.
- 4.24. SINGULAR, PLURAL, GENDER -- Whenever the context permits, use of the plural includes the singular, use of the singular includes the plural, and use of any gender includes all genders.
- 4.25. UNIT -- A part of the Condominium Property that is subject to exclusive ownership as described in this Declaration.
- 4.26. UNIT NUMBER -- The letter, number, or combination thereof that is designated on the Condominium Plot Plan and used as the identification of a Unit.
- 4.27. UNIT OWNER -- The Owner of record legal title to a condominium parcel.
- 4.28. VOTING INTEREST -- The voting rights distributed to the Association members pursuant to F.S. 718.104(4)(i).

5. CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES -- Each Unit and its appurtenances constitute a separate parcel of real property that may be owned in fee simple. The Unit may be conveyed, transferred, and encumbered like any other parcel of real property, independently of all other parts of the Condominium Property, subject only to the provisions of the Condominium Documents and applicable laws.

5.1. BOUNDARIES -- Each Unit will have boundaries as defined below. The boundaries may exist now or may be created by construction, settlement, or movement of the buildings; or by permissible repairs, reconstruction, or alterations.

5.1.1. HORIZONTAL BOUNDARIES -- The upper and lower boundaries of the Units will be:

5.1.1.1. UPPER BOUNDARY -- The planes of the underside of the finished and undecorated ceilings of the Unit, extended to meet the perimeter boundaries.

5.1.1.2. LOWER BOUNDARY -- The planes of the upperside of the finished and undecorated surface of the floors of the Unit, extended to meet the perimeter boundaries.

5.1.2. PERIMETER BOUNDARIES -- The perimeter boundaries will be both the finished and undecorated interior surfaces of the perimeter walls of the Unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the Unit's windows, doors, and other openings that abut the exterior of the Building or Common Elements, including Limited Common Elements.

5.2. EXCLUSIVE USE -- Each Unit Owner will have the exclusive use of such Owner's Unit.

5.3. OWNERSHIP -- The Ownership of each Unit will carry with it, as appropriate, and whether or not separately described, all of the rights, title, and interest of a Unit Owner in the Condominium Property which will include, but not be limited to:

5.3.1. COMMON ELEMENTS AND COMMON SURPLUS -- An undivided share of ownership of the Common Elements and Common Surplus. Each of the Unit Owners shall own an undivided interest in the Common Elements appurtenant to each Unit, which undivided interest in the Common Elements is stated in percentage form as to each Unit and set forth in Exhibit "E" attached hereto. The percentage of undivided interest of each Unit shall not be changed without the prior written consent of all Owners of all of the Units.

The fee simple title to each Unit shall be held by each Unit Owner and shall include both the Condominium Unit and the undivided share in the Common Elements which is appurtenant to the Unit. The undivided interest in the Common Elements, unless the context of this Declaration otherwise requires, shall be deemed to be conveyed or encumbered with its respective Condominium Unit, even though the description and terms of the instrument of conveyance or encumbrance may refer only to the fee title in a Condominium Unit. Any attempt to separate the fee title in a Condominium Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void, except as may be permitted by the Act and this Declaration with respect to Limited Common Element parking or storage spaces.

5.3.2. LIMITED COMMON ELEMENTS -- The exclusive use or use in common with one or more designated Units of the Limited Common Elements that may exist as defined elsewhere in this Declaration.

5.3.3. ASSOCIATION MEMBERSHIP -- Membership in the Association and voting rights. There shall be only one person with respect to the ownership of each Unit who shall be entitled to vote at a Condominium Association meeting of the Unit Owners. Such person to be known, and is hereinafter referred to as a "Voting Member." If the Unit is owned by more than one

person, the Owners of said Unit shall designate one of them as the Voting Member, or in the case of a corporation, partnership or other non-natural Unit Owner, an officer, general partner or an employee thereof shall be designated the Voting Member. The designation of the Voting Member shall be made as provided by, and subject to, the provisions and restrictions set forth in the By-Laws of the Association. Voting rights shall be allocated one (1) vote for each Unit. If one individual, or corporate or partnership entity owns more than one Condominium Unit, such Unit Owner shall have the aggregate of the designated votes for each Unit owned by him/it. The vote of a Condominium Unit is not divisible.

5.4. EASEMENTS -- The following nonexclusive easements (except as stated in 5.4.1) are created by and granted from the Developer to each Unit Owner; to the Association; to utility companies; to invitees; to guests; to Unit Owners' families in residence; and to governmental and emergency services, as applicable:

5.4.1. EASEMENT FOR AIR SPACE -- An exclusive easement for use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time.

5.4.2. INGRESS AND EGRESS -- A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalk, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as for time to time may be paved and intended for such purpose.

5.4.3. MAINTENANCE, REPAIR, AND REPLACEMENT -- Easements through the Units and Common Elements (including Limited Common Elements) for maintenance, repair, and replacement.

5.4.4. UTILITIES -- Easements through the Common Elements, Limited Common Elements and Units for conduits, ducts, plumbing, and wiring, and other facilities for the furnishing of services and utilities to other Units and the Common Elements.

5.4.5. PUBLIC SERVICES -- Access to both the Condominium Property and the Units for lawfully performed emergency, regulatory, law enforcement, and other public services.

5.4.6. SUPPORT -- Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements and Limited Common Elements.

5.4.7. UTILITY SERVICES; DRAINAGE -- Easements are reserved under, through and over the Condominium Property as may be required for utility and other services and drainage in order to serve the Condominium; provided, however, such easements running through a Unit shall be limited to those provided in the plans and specifications for the Building, or existing in the Building as constructed, or reconstructed, unless approved in writing by the affected Unit Owner. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, the provisions of such utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access of each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits, and other utility, service and drainage facilities, and Common Elements and Limited Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of any emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice.

5.4.8. ENCROACHMENTS -- If (a) any portion of the Common Elements or Limited Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit



or upon any portion of the Common Elements or Limited Common Elements; or © any encroachment shall hereafter occur as a result of (i) construction of the improvements, (ii) settling or shifting of the improvements, (iii) any alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association, or (iv) any repair or restoration of the improvements (or any portion thereof) or of any Unit after damage by fire or casualty or any taking by condemnation or eminent domain proceedings of all of any portion of any Unit, the Common Elements or Limited Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

5.4.9 CONSTRUCTION; MAINTENANCE – The Developer (including its designees, contractors, successors and assigns) shall have the right, until such time as it turns over the Association to the Unit Owners or until the last Unit is sold, whichever occurs first, in its sole discretion from time to time, to enter the Condominium Property and take all action necessary or convenient for the purpose of completing of any improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the Unit Owners of the Condominium Property.

5.4.10. DEVELOPER AND MANAGER USE – The Developer (regardless of whether it controls the Association ) and any manager engaged by the Association, its designees, successors and assigns, shall have the right to use any unoccupied Developer owned Units and all parts of the Common Elements for model Unit and sales offices, to show model Units and Common Elements to prospective purchasers and tenants of Units, to erect other promotional material, to advertise Units for sale or lease, and to use the Common Elements for its respective administrative and management functions prior to the sale of all of the Units, as appropriate.

5.4.11 ADDITIONAL EASEMENTS – The Common Elements (including, but not limited to, any Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefitted: (i) for the installation, repair, maintenance, use, removal and replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cable and all other utility lines and conduits which exclusively service single Units and which pass across or through a portion of the Common Elements; (ii) for the installation, repair, maintenance, use, removal and replacement of any Limited Common Elements situated within any portion of the Common Elements, provided that the installation, repair, maintenance, use, removal or replacement of such items does not unreasonably interfere with the common use of any portion of the Common Elements or impair or structurally weaken any of the improvements; and (iii) for the maintenance of the encroachment of any lighting devices, outlets, cabinets, exhaust fans, ventilation ducts, registers, grills and similar fixtures which serve only one Unit, but which encroach in any portion of any Common Element or Limited Common Element on the date this Declaration is recorded.

5.4.12 UNIT BOUNDARY EASEMENTS: Each Unit shall be entitled to an easement on the Common Elements and any Limited Common Elements, for driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which constitute the boundaries of the Unit; provided that such action will not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building or Common Elements nor impair sound proofing or fire ratings of such walls, ceilings or floors.

5.5 ENCROACHMENT AGREEMENT: This Declaration is subject to that certain Encroachment Agreement identified in Section 47.3 of this Declaration, and the Developer hereby transfers and assigns to the Association, all of the Developer's rights, title and interest in and to the said Agreement.

6. MAINTENANCE; LIMITATIONS ON ALTERATIONS AND IMPROVEMENTS -- The responsibility for protection, maintenance, repair, and replacement of the Condominium Property, and restrictions on its alteration and improvement, shall be as follows:

6.1. ASSOCIATION MAINTENANCE -- The Association is responsible for the protection, maintenance, repair, and replacement of all Common Elements, Association property, and the Limited Common Elements, except as provided in Sections 6.2 and 6.3 of this Declaration. The cost is a common expense. The Association's responsibilities include, without limitation:

- 6.1.1. Electrical wiring up to the circuit breaker panel for the Unit.
- 6.1.2. Water pipes, up to the individual Unit cut-off valve within the Unit.
- 6.1.3. Cable television lines up to the wall outlets in the Units.
- 6.1.4. Air conditioning condensation drain lines, up to the point where they enter each Unit.
- 6.1.5. Sewer lines, up to the point where they enter the Unit.
- 6.1.6. All installations, fixtures, and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.
- 6.1.7. The exterior doors to the Units except for the cleaning of the interior surfaces of the exterior doors, but including the exterior door frames.
- 6.1.8. All exterior building walls, including painting, waterproofing, and caulking.
- 6.1.9. The roof.
- 6.1.10. The exterior air conditioning compressor concrete slabs and stands.
- 6.1.11. The parking areas.
- 6.1.12. The exterior window frames.
- 6.1.13. All storm shutters.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing, or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be repaired promptly by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the Common Elements made by a Unit Owner or his or her predecessor in title or for damage to paint, wallpaper, paneling, flooring, or carpet which, of necessity, must be cut or removed to gain access to work areas located behind it.

6.2. UNIT OWNER MAINTENANCE -- Each Unit Owner is responsible, at the Owner's expense, for all maintenance, repairs, and replacements of the Owner's Unit and certain Limited Common Elements. The Owner's responsibilities include, without limitation:

- 6.2.1. Maintenance, repair, and replacement of screens, windows, and window glass, except for exterior doors.
- 6.2.2. The cleaning of the interior surfaces of exterior doors.
- 6.2.3. All interior doors within or affording access to the Unit.

6.2.4. The electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the Unit or serving only the Unit, including the exterior door bell.

6.2.5. The circuit breaker panel for the Unit and all electrical wiring going into the Unit from the panel.

6.2.6. Appliances, water heaters, smoke alarms, and vent fans.

6.2.7. All air conditioning and heating equipment, thermostats, ducts, and installations serving the Unit exclusively.

6.2.8. Carpeting and other floor coverings.

6.2.9. Door and window hardware and locks, except for exterior doors.

6.2.10. Shower pans.

6.2.11. The main water supply shut-off valve for the Unit.

6.2.12. Other facilities or fixtures that are located or contained entirely within the Unit and serve only that Unit.

6.2.13. All interior partition walls that do not form part of the boundary of the Unit.

6.2.14 Unit Owner responsibility for maintenance, repair and replacement of the Limited Common Elements shall be as follows:

a. **BALCONIES, PATIOS, AND PORCHES** -- Where a Limited Common Element consists of a balcony, patio, or porch area, the Unit Owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor, and ceiling bounding said area, if any; and all fixed glass and sliding glass doors in portions of the entranceway to said area, if any; and the wiring, electrical outlet(s), and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair, and replacement of all exterior walls of the Building, the concrete slabs and the railings. The Unit Owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the Building shall be the responsibility of the Association and shall be a common expense. The maintenance, repair, replacement, and insurance of such approved carpeting, covering, or enclosure shall be the responsibility of the Unit Owner.

b. **ENTRY LOGGIAS, BRICK WALKS, COURTYARDS, STORAGE LOCKERS, PARKING SPACES, STORAGE AREAS, ATTIC SPACES AND AIR CONDITIONER COMPRESSOR PADS AND STANDS** -- Where a Limited Common Element consists of an entry loggia, brick walk, courtyard, storage locker, parking space, storage area, attic space, or air conditioning compressor pad or stand, the Unit Owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling bounding said area, if any, but all painting and maintenance of the exterior surfaces and structures of the Building shall be the responsibility of the Association and shall be a common expense. The maintenance, repair, replacement, and insurance of such approved carpeting, covering, or enclosure shall be the responsibility of the Unit Owner. In addition, the Unit Owner shall be responsible for painting the interior walls of the courtyard.

c. **EXTERIOR PLANTERS** -- Where a Limited Common Element consists of an exterior planter, the Unit Owner who has the right to exclusive use of the area shall be responsible for the day-to-day maintenance and replacement of the plant materials substantially similar to the plantings originally installed by the Developer, unless written approval to change the plant materials is first obtained from the Association. The plantings shall be kept in a good and live

condition. The planter box itself shall be maintained, repaired and replaced by the Association.

d. CHIMNEYS -- Where a Limited Common Element consists of a chimney, the Unit Owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and maintenance, repair and replacement of the interior walls and floor bounding said area, from the flue to and including the firebox. The Association shall maintain, repair and replace the exterior surface and metal hood of the chimney.

e. WATER METERS AND ELECTRIC METERS -- Where a Limited Common Element consists of a water meter and electric meter, the Unit Owner who has the right to exclusive use of the water meter and electric meter shall be responsible for the maintenance, repair and replacement of the electric meter and water meter.

### 6.3. OTHER UNIT OWNER RESPONSIBILITIES

6.3.1. INTERIOR DECORATING -- Each Unit Owner is responsible for all decorating within the Owner's Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

6.3.2. WINDOW COVERINGS -- The covering and appearance of the windows and doors, whether by draperies, shades, reflective film, or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the prior written approval and the Rules and Regulations of the Association.

6.3.3. MODIFICATIONS AND ALTERATIONS OR NEGLECT -- If a Unit Owner makes any modifications, installations, or additions to the Unit, the Common Elements or the Limited Common Elements or neglects to maintain, repair, and replace the Unit or Limited Common Elements as required by this Section 6, the Unit Owner, and the Owner's successors in title, shall be financially responsible for:

6.3.3.1. Maintenance, repair, and replacement of the modifications, installations, or additions to the Unit or Limited Common Elements;

6.3.3.2. The costs of repairing any damage to the Common Elements, Limited Common Elements or other Units resulting from the existence of such modifications, installations, or additions; and

6.3.3.3. The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property for which the Association is responsible, or in the event such alteration, modification or improvements were not authorized by the Association or the Declaration.

6.3.4. USE OF LICENSED AND INSURED CONTRACTORS -- Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition, or improvement of any portion of the Unit, or Limited Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that Owner's contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

6.3.5 FLOORING -- All Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms, or laundry rooms. An Owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) also shall install a sound absorbent underlayment of such kind and quality equivalent or superior to one fourth inch of cork and perimeter sound isolation material installed in accordance with the Rules and Regulations as amended from time to time to substantially reduce the transmission of noise to

adjoining Units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner. The structural integrity of balconies and terraces constructed of steel reinforced concrete is affected adversely by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet, river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on balconies and terraces, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the balconies or terraces of a Unit shall be installed so as to ensure proper drainage.

6.3.6. APPLIANCE MAINTENANCE CONTRACTS -- If there shall become available to the Association a program of contract maintenance for water heaters serving individual units, and/or air conditioning compressors and/or air handlers and related equipment and fixtures serving individual Units, which the Association determines is to the benefit of the Owners to consider, then on agreement by a majority of the voting interests of the Condominium, in person or by proxy and voting at a meeting called for the purpose, or on agreement by a majority of the total voting interests of the Condominium in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the Unit Owner.

6.4. PEST CONTROL -- The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline such service unless the Association determines that service is necessary for the protection of the balance of the Condominium Property in which event the Owner thereof either must permit the Association's pest control company to enter the Unit or must employ a licensed pest control company to enter the Owner's Unit on a regular basis to perform pest control services, and must furnish written evidence thereof to the Association. The cost of pest control provided by the Association is a Common Expense, so the election of an Owner not to use the service will not reduce the Owner's assessments.

6.5. OWNER NON-MATERIAL OR NON-SUBSTANTIAL ALTERATIONS OF LIMITED COMMON ELEMENTS AND COMMON ELEMENTS RESTRICTED -- No Unit Owner may make any alterations, add to, or remove any part or portion of the improvements that are to be maintained by the Association without the prior written approval of the Board of Directors, which approval may be withheld in its sole discretion and solely for aesthetic reasons. The Board has the authority to approve, disapprove, or require modifications to the proposed work. The Board's decision will be final. The Unit Owner must obtain all necessary approvals and permits from applicable government entities. The Association may require approval from engineers or other professionals as a prerequisite. The entire expense must be borne by the Unit Owner, including any subsequent maintenance and restoration. No Unit Owner will do any work that would jeopardize the safety or soundness of the Building or impair any easements. Such Board-approved work is declared not to constitute material alterations or substantial additions to the Common Elements or Limited common Elements.

## 7. COMMON ELEMENTS

7.1. SHARE OF -- The Common Elements will be owned by the Unit Owners in undivided shares as set forth in Exhibit "E". Such undivided shares are stated as fractions and are based on the total square footage of each Unit in uniform relationship to the total square footage of all of the UNITS in the Condominium.

7.2. USE -- Each Unit Owner and the Association will be entitled to use the Common Elements in accordance with the purposes for which the Common Elements are intended; however, no such use may hinder or encroach upon the lawful rights of other Unit Owners.

7.3. MATERIAL ALTERATIONS AND ADDITIONS -- Except for changes made by a Unit Owner with Association approval as provided in Paragraph 6.5 above, or by the Board of Directors alone for the structural integrity of the Condominium Property, material alteration of or substantial additions to the Common Elements, Limited Common Elements or to Association Property, including the purchase, acquisition, sale, conveyance, or mortgaging of such Property, may be permitted only by vote of at least sixty percent (60%) of the voting interests of the Association at a meeting called for that purpose or upon written consent, together with a vote of the majority of the Directors. Only the Association may, with the requisite consent of the Unit Owners, materially alter or substantially add to the Common Elements or Limited Common Elements. The Board of Directors, without any vote of the membership, is authorized to lease or grant easements or licenses for the use of the Common Elements or Association Property to Unit Owners or other persons if, in the judgment of the Board, the use will benefit the members of the Association, provided the lease, easement, or license does not result in a material alteration or substantial addition to the Common Elements or Association Property. The Association may charge for the use.

8. FISCAL MANAGEMENT -- The fiscal management of the Condominium, including budget, fiscal year, charges, assessments, and collection of assessments, shall be as set forth herein and in the Bylaws (Exhibit "D").

9. ADMINISTRATION -- The administration of the Condominium shall be by the Board of Directors and its powers and duties shall be as set forth herein and in the Articles of Incorporation and the Bylaws.

10. INSURANCE -- In order to adequately protect the Unit Owners, the Association, and all parts of the Condominium Property and Association property that are required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1. DUTY AND AUTHORITY TO OBTAIN -- The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. In all insurance purchased by the Association, the name of the insured shall be the Association and the Unit Owners and their mortgagees (without naming them), as their interests shall appear, and the policy shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages.

10.2. BASIC INSURANCE -- The Board of Directors will procure insurance covering the Building and improvements as well as all insurable Association property, in an amount determined annually by the Board. Pursuant to F.S. 718.111(11)(b), the word "Building" does not include floor coverings, wall coverings, or ceiling coverings, nor electrical fixtures, appliances, air conditioning or heating equipment, water heaters, or built-in cabinets if located within a Unit and the Unit Owner is required to repair or replace such. Such insurance shall afford the following protection:

10.2.1. PROPERTY -- The policy must include extended coverage (including windstorm), and replacement cost coverage for loss or damage by fire, vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

10.2.2. FLOOD -- The policy must include up to the replacement cost for the Building and insurable improvements, as available.

10.2.3. LIABILITY -- The policy must include premises and operations liability endorsements for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

10.2.4. AUTOMOBILE -- The policy must include automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles used in Association business in such limits of protection and with such coverage as may be required by the Board of

Directors of the Association.

10.2.5. WORKERS' COMPENSATION -- The Association shall maintain workers' compensation insurance to meet the requirements of law.

10.2.6. FIDELITY BONDING -- The Association shall obtain and maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the President, Secretary, and Treasurer of the Association. The Association shall bear the cost of bonding.

10.2.7. DIRECTORS AND OFFICERS LIABILITY INSURANCE -- The Association shall obtain and maintain adequate Directors and Officers liability insurance using the broad form of policy coverage for all Directors and Officers and, if available, for committee members of the Association.

10.2.8. OPTIONAL COVERAGE -- The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interests of the Association and Unit Owners.

10.3. DESCRIPTION OF COVERAGE -- A detailed summary of the coverage included in the master policies shall be available for inspection by Unit Owners on request.

10.4. WAIVER OF SUBROGATION -- The Board of Directors shall endeavor to obtain, if available and where applicable, insurance policies which provide that the insurer waives its rights to subrogation as to any claim against Unit Owners, the Association, or their respective servants, agents, or guests.

10.5. SHARES OF INSURANCE PROCEEDS -- All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:

10.5.1. COMMON ELEMENTS -- Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units the shares of each Unit Owner being the same as Owner's share in the Common Elements.

10.5.2. UNITS -- Proceeds on account of damage to Units shall be held in as many undivided shares as there are damaged Units, the share of each Owner being in proportion to the cost of restoring the damage suffered by each such Unit.

10.5.3. MORTGAGEES -- If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests may appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages that it may hold against UNITS except to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged improvements, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty. The Association shall pay all policy deductible amounts on Association policies.

10.6. DISTRIBUTION OF INSURANCE PROCEEDS -- Proceeds of insurance policies received by the Association shall be distributed for the benefit of the Unit Owners in the following manner:

10.6.1. COST OF RECONSTRUCTION OR REPAIR -- If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall first be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be

retained by the Association.

10.6.2. FAILURE TO RECONSTRUCT OR REPAIR -- If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds after expenses shall be distributed to the beneficial Owners. The remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

10.7. ASSOCIATION AS AGENT -- The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY -- If any part of the Condominium Property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

11.1. DAMAGE TO UNITS -- Where loss or damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers, and personnel for work done, materials supplied, or services required for reconstruction or repair. Payments shall be in such amounts and at such times as the Unit Owners may direct. The Owners of damaged Units shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

11.2. DAMAGE TO COMMON ELEMENTS -- LESS THAN "VERY SUBSTANTIAL" -- Where loss or damage occurs to the Common Elements, but the loss is less than "very substantial," as hereinafter defined, it shall be mandatory for the Association to repair, restore, or rebuild the damage caused by the loss, and the following procedures shall apply:

11.2.1. ESTIMATES -- The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

11.2.2. INSURANCE INSUFFICIENT -- If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the Common Elements, the Association shall promptly, on determination of the deficiency, levy a special assessment against all Unit Owners. Such special assessments need not be approved by the Unit Owners. The special assessments shall be added to the proceeds available for reconstruction and repair of the property.

11.2.3. "VERY SUBSTANTIAL" DAMAGE -- As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three fourths or more of the total UNITS are rendered uninhabitable. Should such "very substantial" damage occur, then:

11.2.3.1. OWNERS' MEETING -- A meeting of the Association shall be called by the Board of Directors to be held within a reasonable time after the casualty. A determination by the Board of Directors as to what is a reasonable time shall be conclusive. The purpose of the meeting shall be to determine the wishes of the membership with reference to reconstruction or termination of the Condominium, subject to the following:

11.2.3.1.1. INSURANCE SUFFICIENT -- If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no special assessment is required, the Condominium Property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of UNITS, in which case the Condominium form of Ownership shall be terminated pursuant to Paragraph 16.2 of this Declaration.

11.2.3.1.2. INSURANCE INSUFFICIENT -- If the



insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless at least sixty percent (60%) of the voting interests of the Association vote in favor of such special assessment and against termination of the Condominium, it shall be terminated pursuant to Paragraph 16.2 of this Declaration. If at least sixty percent (60%) of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the property.

11.2.4. DISPUTES -- If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding on all Unit Owners.

11.3. APPLICATION OF INSURANCE PROCEEDS -- It shall be presumed that the first monies disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the Common Elements and Association property and then to the UNITS; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association. However, if special assessments were made pursuant to Paragraph 11.2.3.1.2. hereof, then all or a part of the remaining money shall be returned to the Unit Owners paying said assessments pro rata, according to the amount each paid, up to the full amount each paid, and then to the Association.

11.4. EQUITABLE RELIEF -- In the event of very substantial damage to the Condominium Property, and if the property is not reconstructed or repaired within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium form of Ownership and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is determined by the Board of Directors to be reasonable and the work proceeds without intentional and unwarranted delay to completion.

11.5. PLANS AND SPECIFICATIONS -- Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original Building, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the Owners of at least sixty percent (60%) of the voting interests of the Association.

12. USE RESTRICTIONS -- The use of the Condominium Property shall be in accordance with the rules and regulations which may be adopted by the Board of Directors and the following provisions:

12.1. LAWFUL USE -- All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies that require maintenance, modification, or repair on the Condominium Property shall be the same as the responsibility for the repair and maintenance of the Condominium Property as expressed earlier in this Declaration.

12.2. RULES AND REGULATIONS -- The Board of Directors may adopt rules and regulations concerning the use of the Common Elements, Limited Common Elements, Condominium Property, and the UNITS, and they may be amended from time to time by the Board of Directors. Copies of the Regulations and amendments shall be furnished by the Association to all Unit Owners. No new or amended Regulation may be enforced prior to distribution to the Owners. If there is a conflict between the Rules and Regulations and the Declaration, Articles of Incorporation or Buy-Laws, the Rules and Regulations shall not control.

12.3. USE AND OCCUPANCY OF THE UNITS is restricted to one family and their guests per Unit only. Occupancy by guests in the absence of the Unit Owner is limited to two times per calendar year for maximum periods of 14 consecutive days. These use restrictions shall not be construed in such a manner as to prohibit a Unit Owner from maintaining a personal professional library, keeping personal business or professional records or accounts, or handling

personal, business, or professional telephone calls or correspondence in and from Owner's Unit. Such uses are expressly declared customarily incident to the principal residential use. All guests must be registered with the Association on arrival and unregistered guests may be denied use of recreational facilities and amenities.

**12.4. ACCESS TO UNITS --** The Association has an irrevocable right of access to the Units during reasonable hours when necessary for the purpose of maintenance, repair, and replacement of the Common Elements, Limited Common Elements, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or for making emergency repairs that are necessary to prevent damage to the Common Elements or to another Unit or Units. The right of access to a Unit shall be exercised after reasonable notice to the Unit Owner, unless such notice is not possible or practical under the circumstances, and with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, with reasonable precautions to protect the personal property within the Unit. The Association requires and shall retain a passkey to all Units. No Unit Owner shall install or alter any lock that prevents access while the Unit is unoccupied without providing the Association with a key.

**12.5. PARKING --** If permitted by applicable zoning ordinances, and subject to paragraph 12.5.1, the Board of Directors may allocate parking spaces for the exclusive use of a particular Unit Owner. The allocations will be made by the Board of Directors by a recorded written instrument, and the allocation shall not unfairly discriminate against any other Unit Owners. Nothing contained herein shall restrict the right of the Developer from assigning parking spaces in connection with the initial sale of a Unit. The parking spaces assigned to Owner shall be a Limited Common Element appurtenant to the Unit to which they are assigned. The Developer may make an assignment for valuable consideration and may evidence such assignment in the deed of conveyance of the Unit.

**12.5.1 PARKING SPACES AND STORAGE LOCKERS -- EXCLUSIVE USE AND TRANSFER OF USE RIGHTS --** The exclusive right to use a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. If, after all of the Units have been sold, the exclusive use of any assignable Limited Common Element was not, for any reason, assigned to the use of a specific Unit or Units by the Developer, the Association may do so. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it; except that the use rights to assigned parking spaces and storage lockers may be exchanged between Units, or transferred to another Unit, as follows:

**12.5.1.1.** The Unit Owners desiring to exchange such use rights shall notify the Association in writing prior to the transfer. The Association and the record Owners of the Units affected shall execute a Certificate of Transfer in recordable form, which shall include the recording data identifying this Declaration, and be executed with the formalities required for the execution of a deed.

**12.5.1.2.** The transfer of use rights shall be complete and effective when the Certificate is recorded in the Public Records of Palm Beach County, Florida. The costs of preparing and recording the Certificate shall be borne by the Unit Owners desiring the exchange or transfer. A copy of the recorded Certificate shall be provided to the Association for its records.

**12.5.2 PARKING RESTRICTIONS --** Passenger automobiles, sport/utility vehicles, mini-trucks, vans and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space and which are not in excess of the garage parking lot height restriction, may be parked in the areas provided for that purpose. Garage parking spaces are assigned, and no Unit Owner or occupant may park more than two vehicles in the garage. Commercial vehicles and trucks and campers, motor homes, trailers, boats and boat trailers are prohibited. Bicycles and mopeds will be parked only in the bike storage areas or otherwise as may be designated by the Board of Directors. Vehicle maintenance, except car washing in the designated area, is not permitted on the Condominium Property. All permitted vehicles shall be issued a vehicle permit which must be displayed on the exterior of the vehicle. The Developer is

exempt from this regulation for vehicles engaged in any activity relating to construction, maintenance or marketing of Units, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium. No vehicles which cannot operate on its own power shall be permitted to remain on the Condominium for more than forty-eight (48) hours. The term commercial vehicle shall not be deemed to include recreation or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) no longer than 19' or clean "non-working" vehicles such as pick-up trucks and vans not in excess of 3/4 ton, or cars if they are used by the Owner on a daily basis for normal transportation. The term commercial vehicles shall also not be deemed to include law enforcement vehicles. Notwithstanding any other provisions in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Units, Common Areas, or any other Condominium facility. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other temporary commercial services, nor to any of Developer's vehicles.

12.6. SIGNS – No signs, advertisement, notice, lettering or descriptive design of any kind shall be displayed or placed upon any part of the Condominium Property except in a place, style and manner approved by the Board.

12.7. PETS – Pets shall be as allowed and regulated in the rules and regulations (Exhibit "F"). However, tenants and guests shall not be permitted to have pets.

12.8. NUISANCES PROHIBITED – No nuisances (as defined by Florida common law, Florida Statutes or the Association from time to time) shall be allowed on the Condominium Property or in the Units, nor shall any use or practice be allowed which is a source of annoyance to the Unit Owners or which interferes with the peaceful possession or proper use of the Unit by Owners or occupants.

12.9. ARCHITECTURAL CONTROL BY ASSOCIATION – Any alterations, additions and improvements to the Condominium Property shall comply with the following:

12.9.1 ALTERATIONS BY UNIT OWNERS OTHER THAN DEVELOPER – No Unit Owner other than Developer shall, without first having obtained the written consent of the Board and all required governmental approvals and permits, make any alteration, replacement, decoration enclosure, or addition to the Common Elements (including any Limited Common Element appurtenant to a Unit) or any exterior portion of the Building (whether a part of a Unit or a part of the Common Elements), except for replacement of a foyer door, glass or screening contained in a Unit or Limited Common Element with glass, screen or door identical to the material that is being replaced. Without limiting the generality of the foregoing, no Unit Owner other than Developer, without having first obtained the prior consent of the Board, shall,

12.9.1.1 change, modify and remove in whole or in part, replace reroute, or otherwise affect any column, wall or partition, pipe, duct wire or conduit, or obstruct any easement herein provided for; or

12.9.1.2 change, modify or otherwise affect in any manner any mechanical, utilities, electrical plumbing, telecommunications services, architectural or structural system or element of the Building; or

12.9.1.3 remove, or change the style, pattern, material, texture or outside color of any door, window, fixture or equipment in or on an exterior of a Unit or Building wall; or

12.9.1.4 cover, from the inside or outside, the glass or other transparent or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a numeral color material, any and all of which shall conform to Building standards and Rules from time to time promulgated by the Board; or

12.9.1.5 affix to or over any exterior door or window, or otherwise install on the exterior of any Unit or the Building, any storm or hurricane shutter which has not been approved by Association or any awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance; or

12.9.1.6 change, modify or otherwise affect in any manner the impact resistant glass windows and sliding glass doors; or

12.9.1.7 otherwise change, modify or alter the exterior of any Unit or Building so that it thereby differs in appearance from any other Units of the same type.

12.9.2 REQUESTS FOR APPROVAL – All requests by Unit Owners for approval of alterations or additions shall be submitted to the Board in writing together with (a) two (2) copies of such plans and specifications as the Board shall require to evaluate the request, and (b) such reasonable fee requests as from time to time may be fixed by the Board to defray the expenses of reviewing such requests. The Board shall have a period of thirty (30) days after the date of its receipt of any such request within which to approve or disapprove the same. Any Unit Owner making an addition, alteration, or improvement shall be deemed to have agreed to indemnify and hold Association and all other Unit Owners harmless from all damages and liability which results from such addition, alteration, or improvement. In the event any Unit Owner performs any alterations, improvements or additions without first having obtained the consent of the Board, Association shall have all remedies provided by the Condominium Act and the right to seek injunctive relief. In addition, Association may remove or modify any such alterations, improvements or additions at the Unit Owner's expense and shall be entitled to access to the Unit for the purpose of doing so. Unless expressly permitted in writing by Association, the installation of any Unit bottom Unit floor covering, other than padded carpeting or well padded vinyl flooring, is prohibited. In any event, Unit Owners shall have the duty of causing there to be placed underneath Unit bottom floor coverings, so as to be between any such covering and the bottom floor of the Unit, generally accepted and approved material for diminution of noise and sound so that the floors shall be adequately soundproof according to general architectural and engineering standards presently observed by the Developer.

12.10 NO IMPROPER USES – No immoral, improper, offensive, hazardous or unlawful use shall be made of the Condominium Property, a Unit or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over, and of the Association, shall be observed. Violations of laws, orders, rules, regulations or requirements relating to any portion of Units and the Condominium Property, including, but not limited to, applicable weight restrictions, shall be complied with, by, and at the sole expense of the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.

12.11 EXCLUSIVE USE -- COMMON FACILITIES -- The Association may lease to Unit Owners for appropriate temporary periods of time those portions of the Common Elements rationally appropriate and desirable for exclusive use (for example, but not by way of limitation, the pool area).

#### 12.12 UNIT OWNER RESPONSIBILITIES

12.12.1 Governing Documents: Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided for herein or by the Act.

12.12.2 Negligence: A Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by the negligent act or commission or non-compliance by the Unit Owner or any occupant or user of the Condominium Unit, including,

but not limited to, the Owner, its invitees, employees, agents and lessees, but only to the extent that such expense is not paid by the proceeds of insurance carried by the Association.

12.12.3 Costs and Attorneys' Fees: In any proceeding arising because of any alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation, the By-laws, or the Regulations adopted pursuant to such document, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

12.12.4 No Waiver of Rights: The failure of the Association to enforce any covenant, restriction or other provision of the Act, this Declaration, the Articles of Incorporation, the By-Laws, or the regulations adopted pursuant to such documents, as they may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

12.13 NO TIME SHARE ESTATES – No Unit may be subdivided or divided into any time share estate or estates or similar interval or periodic Ownership plan.

12.14 SOUND RESTRICTIONS -- No activity or sound within a Unit shall be audible from outside the Unit.

12.15 EFFECT ON DEVELOPER; ASSOCIATION – The restrictions and limitations set forth in this Section shall not apply to Developer or to Units owned by Developer unless the Rules of the Florida Department of Business and Professional Regulation or the Act as it currently exists require otherwise. Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section for good cause shown.

13. LEASE, CONVEYANCE, DISPOSITION – The purpose and object of this paragraph is to maintain a quiet, tranquil, nontransient, and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each Owner. Therefore, the lease, conveyance, disposal, and financing of the Units by Owners (subject to the exceptions provided herein) shall be subject to the following provisions:

13.1 ASSOCIATION APPROVAL REQUIRED – Except for Developer sales and as provided in Section 13.1.3.7 of the Declaration, no Owner may sell, lease, gift or otherwise transfer Ownership of a Unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc), the parties to the transaction (sellers, purchasers, etc.), and the Unit number. For all Unit transfers of title other than from the Developer, the approval must be recorded simultaneously in the Palm Beach County, Florida Public Records with the deed or other instrument transferring title to the Unit. As used in this Declaration, the transfer of a controlling interest in a legal entity which owns a Unit shall be deemed a transfer of the Unit requiring Association approval.

13.1.1 DEVISE OR INHERITANCE – If any Unit Owner shall acquire title by devise or inheritance or in any other manner not heretofore considered, the continuance of Ownership shall be subject to the approval of the Association. Such Unit Owner shall give the Association notice of the title acquisition together with such additional information concerning the Unit Owner as the Association may reasonably require, together with a copy of the instrument evidencing the Unit Owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may approve or disapprove of the transfer of Ownership.

13.1.2 LEASES – Approvals of leases need not be recorded. Only entire Units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the



agreement of the lessee(s) to abide by all of the terms of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations ("Documents"). The Rules and Regulations must be provided to the lessee(s) by or on the behalf of the Unit Owner at or before the commencement of the lease term. The minimum leasing period is six (6) months and no Unit may be leased more than two (2) times per calendar year, unless made more restrictive by the Board. All leases are hereby made subordinate to any claim of lien of the Association for unpaid assessments regardless of when such lien is filed. The Unit Owner shall be jointly and severally liable to the Association along with the tenant for any damages caused by the tenant. The Association may require that the Owner provide the Association with a security deposit as a condition precedent to the approval of a lease.

13.1.3 APPROVAL PROCEDURE – The approval of the Association shall be obtained as follows:

13.1.3.1 WRITTEN NOTICE – Not later than fifteen (15) days before the transfer of Ownership occurs or the first day of occupancy under a lease, written notice shall be given to the Association by the Unit Owner of his intention to sell, lease or transfer the Unit. The notice shall include the name and address of the proposed acquirer or lessee and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary, may impose a transfer fee not to exceed \$100.00 or as permitted by law from time to time, and may require the proposed transferee/lessee to submit it to a background investigation.

13.1.3.2 ASSOCIATION'S OPTIONS – The Association must, within thirty (30) days after receipt of all the information required above, either approve the transfer or lease, disapprove it for cause, or, except in the case of disapproval for cause, on the written demand of the Unit Owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the Unit Owner must sell to such alternate or to the Association on the same terms set forth in the proposal given the Association or the Unit Owner may withdraw the proposed sale. In exercising its power of disapproval, the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for (1) a reason or reasons rationally related to the protection, preservation and proper operation of the Condominium; (2) the proposed transfer if consummated would constitute a violation of the Documents; (3) the proposed transfer is contrary to the purposes as set forth at the beginning of this Paragraph; or (4) the proposed transferor is then in violation of any terms of the Documents. If the Association fails or refuses within the allotted time to notify the Owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the Unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval. The Association shall have no obligation to provide an alternate lessee if it disapproves of a proposed lease.

13.1.3.3 CLOSING DATE – The sale shall be closed within sixty (60) days after an alternate purchaser has been furnished or the Association has elected to purchase.

13.1.3.4 NOTICE OF DISAPPROVAL -- If the Association disapproves the proposed transaction (subject to the qualifications contained in paragraph 13.1.3.2), notice of disapproval shall promptly be sent in writing to the Unit Owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid assessments, charges and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the Unit have been paid.

13.1.3.5 JUDICIAL SALES -- Judicial sales are exempt from this section.

13.1.3.6 UNAPPROVED TRANSACTIONS – Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

13.1.3.7 EXCEPTIONS – The foregoing provisions of this paragraph

(13) shall not apply to a purchase or transfer by an Institutional Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Further, the provisions of this Section shall not apply to the acquisition of title to a Unit through devise or inheritance by any person who is a natural child or surviving spouse of the immediately preceding Owner of the Unit. The provisions of this paragraph 13 shall not apply to sales, mortgages, or other transfers of conveyances (excluding leases) by the Developer.

14. COMPLIANCE AND DEFAULT -- Each Unit Owner, tenant, and other invitee shall be governed by, and shall comply with, the provisions of the Condominium Act as amended from time to time, this Declaration, including its Exhibits, the Association Articles of Incorporation, the Association Bylaws, and the Rules and Regulations.

14.1. REMEDIES -- Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages, or injunctive relief, or both. Actions may be maintained by the Association or by any Unit Owner.

14.2. COSTS AND FEES -- In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

14.3. OWNER INQUIRIES -- When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board's response shall either (a) give a substantive response, (b) notify the inquirer that a legal opinion has been requested, or (c) notify the inquirer that advice has been requested from the Bureau of Condominiums. If advice has been requested from the Bureau of Condominiums, the Board shall provide a written substantive response to the inquirer within 10 days of receipt of the advice. If a legal opinion is requested, the Board shall provide a written substantive response to the inquirer within 60 days of receipt of the inquiry. The failure to provide a substantive response as set forth above precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceedings, or arbitration arising out of the complaint. If unresolved, a dispute, as defined in F.S. 718.1255(1), must be arbitrated in mandatory nonbinding arbitration proceedings prior to commencement of litigation. The Board of Directors may adopt reasonable rules and regulations governing the frequency and manner of responding to Unit Owner inquiries, including a limit of one Unit Owner inquiry in any 30-day period.

14.4. NO WAIVER OF RIGHTS -- The failure of the Association to enforce any covenant, restriction, or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

15. AMENDMENTS -- Amendments to the Declaration shall be in accordance with the following:

15.1. REQUIREMENTS -- An amendment may be proposed either by the Board of Directors or by at least twenty percent (20%) of the voting interests of the Association, and may be considered at any meeting of the Unit Owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice-President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests (which vote may include later written approval of voters not present if such written approvals are filed with the Secretary of the Association within fifteen (15) days after the date of such meeting of the Unit Owners) or written agreement of voting interests, and the separate written joinder of mortgagees where required and shall include the recording date

(identifying the location of the Declaration as originally recorded) and which shall become effective when recorded in the public records.

15.2. CORRECTORY AMENDMENT -- Whenever it shall appear that there is a defect, error, or omission in any of the Condominium Documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone.

15.3. REGULAR AMENDMENTS -- Amendments may be enacted by a favorable vote or the written agreement of the Owners of at least sixty percent (60%) of the voting interests in the Association. ○

15.4. MERGER AMENDMENT -- In the event that this Condominium should desire to merge with one or more other Condominiums it may do so on the affirmative vote of 100% of the voting interests in this Condominium and the approval of all record Owners of liens.

15.5. BY DEVELOPER -- For so long as Developer owns any Units in the Condominium, Developer may, without joinder or consent of Association or any Unit Owner or mortgagee, adopt and record an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially affecting the rights of Owners, lienors or mortgagees. The execution and recording of any amendment by Developer pursuant to this Section shall be effective as provided below unless subsequently rescinded. Without in any way limiting the generality of the foregoing, and except as prohibited by the Act as it exists on the date hereof (e.g., those governed by Section 718.110(4) and (8) of the Florida Statutes), as long as it owns one or more Units, Developer shall have an absolute right to make any amendment to the Declaration including, without limitation, any amendments that are requested or required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Veteran Administration, FHA or any other governmental or quasi-governmental body which owns or expects to own one or more institutional first mortgages on Units to insure the payment of one or more such mortgages or that are requested or required by any Institutional First Mortgagee or prospective Institutional First Mortgagee to enhance the marketability of its first mortgages on Units to one or more of the foregoing.

15.6. MORTGAGEE APPROVAL -- Amendments materially affecting the rights or interests of mortgagees must have the approval of the holders of institutional first mortgages of record representing at least 51% of the votes of Units subject to such mortgages who have requested the Association to notify them on any proposed action specified in this paragraph. Implied approval shall be assumed when such holder fails to respond to any written request for approval within 30 days after the mortgage holder receives proper notice of the proposal, provided the notice was delivered certified or registered mail with a "Return Receipt" requested. The approval or prior consent of such mortgagees to amendments materially affecting their rights shall not be unreasonably withheld. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of Palm Beach County, Florida. A change to any of the following shall be considered as material:

- Any change in the proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the common surplus.
- Reallocation of interests or use rights in the Common Elements.
- Redefinition of any Unit boundaries.
- Convertibility of Units into Common Elements or vice versa.
- Expansion or contraction of the Condominium Property.

15.7. DEVELOPER'S RIGHTS -- No amendment to this Declaration or any of the



Condominium Documents shall change the rights and privileges of the Developer without the Developer's written approval as long as the Developer holds any Units for sale in the ordinary course of business.

15.8. WRITTEN AGREEMENTS -- Any approval of Unit Owners on any matter called for by this Declaration, its Exhibits, or any statute to be taken at a meeting of Unit Owners, is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to F.S. 718.112(2)(d)4 and F.S. 617.0701.

16. TERMINATION -- Except for termination in connection with a merger of this Condominium with another, as provided for in Paragraph 15.4. above, the termination of the Condominium shall be carried out in accordance with the following:

16.1. BY AGREEMENT -- The Condominium may be caused to be terminated at any time by written agreement of the Owners of one hundred percent (100%) of the Units, and of the holders of institutional first mortgages as provided for in Paragraph 15.6. above.

16.2. WITHOUT AGREEMENT, ON ACCOUNT OF VERY SUBSTANTIAL DAMAGE -- If the Condominium Property suffers "very substantial damage" to the extent defined above in Paragraph 11.2.3., and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of Ownership of the Property in this Condominium will be terminated.

16.3. PROCESS OF TERMINATION -- Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this paragraph is recorded in the Public Records of Palm Beach County, Florida.

16.3.1. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and certifying as to the facts effecting the termination. The Certificate also shall include the name and address of a Florida financial institution with trust powers or a licensed Florida attorney who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity.

16.3.2. The recording of that Certificate of Termination automatically divests the Association of title to all Association property, and divests all Unit Owners of legal title to their respective Condominium Units, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property that was formerly the Condominium Property or Association property, without need for further conveyance. Beneficial title to the former Condominium and Association property shall be transferred to the former Unit Owners as tenants in common, in the same undivided shares as each Owner previously owned in the Common Elements, without further conveyance. Each lien encumbering a Condominium parcel shall be automatically transferred to the equitable interest in the former Condominium Property and Association property attributable to the Unit encumbered by the lien, with the same priority.

16.4. WINDING UP OF ASSOCIATION AFFAIRS -- The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, to the extent necessary to, and for the sole purpose of, winding up the affairs of the Association in accordance with this paragraph.

16.5. TRUSTEE'S POWERS AND DUTIES -- The Termination Trustee shall hold legal title to the property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees, and other lienholders, as their interests shall appear. If the former Unit Owners approve a sale of the property as provided in this paragraph, the Termination Trustee shall have the power and authority to convey title to the purchaser, and to distribute the proceeds in accordance with the provisions of this paragraph. The Termination Trustee may charge a reasonable

fee for acting in such capacity, and such fee as well as all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former Condominium and Association Property, and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance. The Termination Trustee may rely on the written instructions and information provided to it by the officers, directors, and agents of the Association, and shall not be required to inquire beyond such information and instructions.

16.6. PARTITION; SALE -- Following termination, the former Condominium Property and Association Property may be partitioned and sold on the application of any Unit Owner. If following a termination at least sixty percent (60%) of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the Property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the Unit Owners have not authorized a sale of the former Condominium and Association Property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the Property without agreement by the Association or the former Unit Owners. The net proceeds of the sale of any of the Property or assets of the Association shall be distributed by the Termination Trustee to the beneficial Owners thereof, as their interests shall appear.

16.7. NEW CONDOMINIUM -- The termination of the Condominium does not bar creation of another Condominium including all or any portion of the property.

16.8. PROVISIONS SURVIVE TERMINATION -- The provisions of this Paragraph 16 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy assessments to pay the costs and expenses of the Trustee and of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium Property, are Common Expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

17. PROVISIONS PERTAINING TO THE DEVELOPER -- As long as the Developer holds any Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

17.1. Assessment of the Developer as a Unit Owner for capital improvements.

17.2. Any action by the Association that would be detrimental to the sale of Units or the completion of the project by the Developer, including such use of unsold Units and Common Elements and Association property as may facilitate completion, sale, maintenance of a sales office, showing of the property, and display of signs.

## 18. RIGHTS OF MORTGAGEES

18.1. PARTIAL EXCUSAL FROM PRIOR ASSESSMENTS -- A first mortgagee who acquires title to a Unit by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than six months of the Unit's unpaid Common Expenses or assessments accrued before the acquisition of the title to the Unit by the mortgagee or 1% of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Such mortgagee may obtain title, own, occupy, lease, sell, or otherwise dispose of such Unit without the approval of the

Association. This paragraph shall be deemed amended so as to remain in conformity with the provisions of F.S. 718.116 as it is amended from time to time.

18.2. RIGHTS TO INFORMATION -- On receipt by the Association from any institutional mortgagee, guarantor, or insurer of a copy of the mortgage held by such mortgagee, guarantor, or insurer on a Unit, together with a written request from such mortgagee or an insurer or guarantor of such mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, insurer, or guarantor the following, for which the Association may charge a reasonable fee:

18.2.1. FINANCIAL STATEMENTS -- A copy of a financial statement of the Association for the immediately preceding fiscal year; and

18.2.2. INSURANCE CANCELLATION -- Written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium or Association property or any improvements thereon, or any fidelity bonds of the Association except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available; and

18.2.3. DAMAGE TO CONDOMINIUM -- Written notice of any damage or destruction to the improvements located on the Common Elements or Association property that affects a material portion of the Common Elements or Association property or the Unit securing its mortgage; and

18.2.4. EMINENT DOMAIN -- Written notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium Property or the Unit securing its mortgage; and

18.2.5. DELINQUENT ASSESSMENTS -- Written notice of failure by the Owner of a Unit encumbered by a first mortgage held by such institutional mortgagee, guarantor, or insurer to pay any assessments when such failure or delinquency has continued for a period of 60 days or longer.

18.2.6. FAILURE TO NOTIFY -- The failure of the Association to send any such notice to any such mortgagee, guarantor, or insurer shall have no effect on any meeting, action, or thing that was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

19. ENFORCEMENT OF ASSESSMENT LIENS -- Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association also may bring an action to recover a money judgment. After a judgment of foreclosure has been entered, the Unit Owner during occupancy, if so ordered by the Court, shall be required to pay a reasonable rental. If the Unit is rented or leased during the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum) on unpaid assessments and reasonable attorneys' fees, including appeals, and costs incident to the collection of such assessment or enforcement of such lien, with or without suit. The Association has the power to impose reasonable late charges for any assessments or charges not timely paid by an Owner.

19.1. CREATION AND ENFORCEMENT OF CHARGES -- The Association shall have a cause of action against Unit Owners to secure payment to the Association by Unit Owners of all charges, costs, and expenses to the Association that cannot be secured as assessments, regular or special, under F.S. 718.116. The charge shall bear interest at the highest lawful rate, and shall carry with it costs and attorneys' fees, including appeals, incurred in collection. To the extent not contrary to applicable law, all unpaid charges, expenses, costs, interest and fees owed to the Association by a Unit Owner are secured by a lien in favor of the Association and the lien may be enforced in the same manner as a lien for unpaid common expense assessments.

20. ASSOCIATION AGREEMENTS -- The Association is authorized to enter into agreements as may be permitted by this Declaration or by the Condominium Act.

21. COMMON EXPENSES AND COMMON SURPLUS -- Each Unit's share shall be that share of the whole set forth in Exhibit "E", including without limitation common expenses for bulk cable television service and security systems.

22. CONDEMNATION:

22.1. DEPOSIT OF AWARDS WITH ASSOCIATION -- The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner.

22.2. DETERMINATION WHETHER TO CONTINUE CONDOMINIUM -- Whether the Condominium will be continued after condemnation will be determined in the manner provided in Paragraph 11 above for determining whether damaged Property will be reconstructed and repaired after a casualty.

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

22.4. ASSOCIATION AS AGENT -- The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

22.5. UNITS REDUCED BUT TENANTABLE -- If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

22.5.1. RESTORATION OF UNIT -- The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit;

22.5.2. DISTRIBUTION OF SURPLUS -- The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

22.6. UNIT MADE UNTENANTABLE -- If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

22.6.1. PAYMENT OF AWARD -- The fair market value of the Unit immediately prior to the taking, as determined by agreement between the Unit Owner and the Association or by arbitration in accordance with Paragraph 22.6.4., shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and the mortgagee(s);

22.6.2. ADDITION TO COMMON ELEMENTS -- If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors;

22.6.3. ADJUSTMENT OF SHARES IN COMMON ELEMENTS -- The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the Ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total remaining square footage of Units calculated as provided in Exhibit "E" to this Declaration;

22.6.4. ARBITRATION -- If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within 30 days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance on the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

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

22.8. AMENDMENT OF DECLARATION -- Changes in the Units, in the Common Elements, and in the Ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium as ordered by a court or approved by a majority of Unit Owners (voting interests) of this Condominium, without the consent of any mortgagee being required for any such amendment.

23. VOTING -- Each Unit shall have one full indivisible vote in all matters.

24. SEVERABILITY AND NONWAIVER -- If any provision of this Declaration or its exhibits as now constituted or as later amended or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby. The failure of the Association in any instance to enforce any covenant or provision of this Declaration or any of the Condominium Documents shall not constitute a waiver of its right to do so thereafter in other instances.

## 25. DEVELOPER'S LIABILITY FOR ASSESSMENTS

25.1 Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending the earlier of the date upon which Unit owners control the Board or six (6) months from the first day of the following month in which the Certificate of Occupancy is issued for the Building (the "Guarantee Expiration Date"), provided that the regular monthly Assessments for Common Expenses proportionately imposed on each Unit Owner other than Developer shall not increase during such period over \$412.29 per month for Unit No. 1, \$382.93 per month for Unit No. 2, \$376.30 per month for Unit No. 3, \$381.67 per month for Unit No. 4, \$415.76 per month for Unit No. 5, \$369.04 per month for Unit No. 6, \$408.50 per month for Unit No. 7, and \$410.39 per month for Unit No. 8, and provided further that Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed level receivable from Unit owners. The period that Developer is excused from the payment of the share of Common Expenses and Assessments relating

to Units it is offering for sale may be unilaterally extended by Developer for one or more successive periods of six (6) months each until such time as Developer does not own any Units in the Condominium. If an audit of the Association's financial records, or some other method of reviewing the Association's financial records performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount than required under this Section, then any such excess shall be promptly refunded to the Developer by the Association. In addition, and without limiting the foregoing, Developer may elect to take a credit in the amount of such overpayment against Developer's obligation to pay Assessments for Units owned by Developer after the Guarantee Expiration Date.

25.2. No funds receivable from Unit purchasers or Owners payable to the Association or collected by Developer on behalf of Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget for the first twelve (12) months of operation delivered to such Unit purchaser or Owner when such Unit purchaser or owner contracted to purchase the Unit, if applicable, shall be used for payment of Common Expenses prior to the Guarantee Expiration Date. This restriction shall apply to funds including, but not limited to, capital contributions, reimbursements for utility deposits, or start-up funds collected from Unit purchasers at closing.

26. SUBSTANTIAL COMPLETION -- At the time of the execution of this Declaration, the construction of the Condominium is not substantially completed and upon substantial completion of construction, the Developer shall, without the consent, vote or joinder of any other Unit Owner, mortgagee, person, or entity, amend this Declaration to include the certificate required by F. S. § 718.104(4)(e)(2001).

27. COVENANT RUNNING WITH THE LAND -- All provisions of this Declaration, the Articles, By-Laws and applicable Rules shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon or inure to the benefit of Developer and subsequent Owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units, shall be subject to and shall comply with the provision of this Declaration and such Articles, By-Laws and applicable Rules as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration and the Articles, By-Laws and applicable Rules by such Unit Owner, tenant or occupant.

## 28. DEVELOPER'S ADDITIONAL RIGHTS

28.1 MARKETING ITEMS -- Developer, its agents, affiliates or assignees shall have the right to market Units and other property within the Community in advertisements and other media by making reference to the Condominium, including, but not limited to, pictures or drawings of the Building and the Common Elements. All logos, trademarks and designs used in connection with the Condominium are property of Developer, and Association shall have no right to use the same after the Turnover Date (as such term is defined in the By-Laws) except with the express written permission of the Developer.

28.2 USE BY PROSPECTIVE PURCHASERS -- So long as Developer owns a Unit, Developer shall have the right, without charge, to use the Common Elements for the purpose of entertaining prospective purchasers of Units.

28.3 DEVELOPER'S LIMITED RIGHT OF ENTRY -- Developer shall have the perpetual right to access and enter the Common Elements at any time, even after the Turnover date, for the purposes of inspection and testing of the Common Elements. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Elements so that Developer and/or its agent can perform all tests and inspections deemed necessary by Developer.

Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Elements.

28.4 THE ACT – Notwithstanding anything in this Section 28 to the contrary, all reservations and agreements in favor of Developer will be subject to the provisions of Section 718.302 of the Florida Statutes.

**29. NON-LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONDOMINIUM DOCUMENTS, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS SERVANTS, CONTRACTORS AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:**

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

**29.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR PALM BEACH COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND**

**29.3 THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.**

**EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE CONDOMINIUM (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS). NOTHING IN THIS SECTION SHALL LIMIT THE RIGHT OF ANY UNIT OWNER TO SUE THE ASSOCIATION FOR ITS OWN NEGLIGENCE OR ITS WILLFUL ACTS OR OMISSIONS OR FOR ANY LIABILITY PROVIDED IN THE CONDOMINIUM ACT ON THE DAY THIS DECLARATION IS RECORDED AMONG THE PUBLIC RECORDS OF PALM BEACH COUNTY.**

**30. RELIANCE – BEFORE ACCEPTING A DEED TO A UNIT, EACH OWNER**

HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A UNIT, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE CONDOMINIUM PROPERTY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS AND EMPLOYEES AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE SUCCESSOR HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

31. NOTICES – All notices to Association required or desired hereunder or under the By-Laws shall be sent by certified mail (return receipt requested) or by professional courier with receipt to Association care of its office at the Condominium, or to such other address as Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to Association. All notices shall be deemed to have been given when mailed in a postage-prepaid sealed wrapper, except notice of a change of address which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

32. INTERPRETATION – The Board shall be responsible for interpreting the provisions hereof of and of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation.

33. MORTGAGEES – Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens, unless written notice of such mortgage or lien is received by Association.

34. EXHIBITS – All Exhibits attached to this Declaration shall form a part of this Declaration as if set forth herein.

35. SIGNATURE OF PRESIDENT AND SECRETARY – Wherever the signature of the President of Association is required hereunder, the signature of a Vice-President may be substituted therefor, and whenever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted thereof, provided that the same person may not execute any single instrument on behalf of Association in two separate capacities.

36. GOVERNING LAW – Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed



hereto or applicable Rules, said dispute or litigation shall be governed by the laws of the State of Florida.

37. CONSTRUCTION MATTERS – All Units and their appurtenant Common Elements have been or will be sold without any Developer's warranties whatsoever except as provided in the Act (to the extent such warranties are not effectively disclaimed and remain in effect, if at all). As to such warranties, if any, and as to any claim arising from or connected with the design or construction of any Unit(s), Limited Common Elements, or the Common Elements, including, without limitation, failure to build in accordance with any particular plans or specifications or failure to comply with building or other codes, laws ordinances of regulations (collectively "Construction Matters"), it shall be a material condition precedent to the institution of any proceeding regarding Construction Matters that (i) the party or parties bringing same shall have first given notice to Developer or other party against whom which relief or recovery is sought (the "Defendant"), of the specific Construction Matters complained of and what actions are necessary to cure or correct same and (ii) the defendant shall have been given at least one hundred twenty (120) days (subject to extension by reason of matters beyond the control the Defendant or because of the nature of the applicable Construction Matter(s) and the time necessary to cure or correct same) in which to cure or correct the applicable Construction Matters(s) and shall have materially failed to do so. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 37 and of Section 38 below, as shall Association.

38. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS – After turnover of control by the Developer to the Unit Owners as provided in the Bylaws, no judicial or administrative proceeding shall be commenced or prosecuted by Association unless approved by a vote of seventy-five (75%) percent of the voting interests within Association. In calculating seventy-five percent (75%) of the voting interests of the Association, the voting interests held by the Developer shall not be included or counted. This Section shall not, however apply to:

38.1 actions brought by Association to enforce the provisions of Condominium Documents (including, without limitation, the foreclosure of liens or enforcement of Rules);

38.2 the imposition and collection of Assessments and provided in this Declaration;

38.3 proceedings involving challenges to ad valorem taxation; and/or

38.4 counterclaims brought by Association in proceedings instituted against it.

This Section shall not be amended unless the prior written approval of Developer is obtained, which may be granted or denied in its sole discretion.

39. ELIGIBILITY REQUIREMENTS FOR BOARD MEMBERSHIP – Any director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other directors must be Unit Owners. A person who has been convicted of a felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for membership on the Board.

40. EXECUTION OF DOCUMENTS: ATTORNEY-IN-FACT – Without limiting the generality of other Sections of this Declaration and without other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's unit, hereby agrees to execute, at the request of Developer and its affiliates, in order to complete the plan of development of the Condominium any and all amendments to the existing documents as they may be hereafter amended; and each such Owner further appoints hereby and thereby Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners any and all of such documents or consents that may be required from time to time by either the City of Delray Beach or Palm Beach County. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of Developer.

41. SEVERABILITY – The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

42. WAIVER – No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

43. RATIFICATION – Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit by reason of his occupancy shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Articles, By-Laws, and the Rules are fair and reasonable in all material respects.

44. GENDER, PLURALITY – Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all or no genders.

45. CAPTIONS – The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provisions thereof.

46. REFUND OF TAXES, FEES AND OTHER CHARGES – Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event said refund is received by Association.

47. TITLE DOCUMENTS – Each Unit Owner by acceptance of a deed to a Unit acknowledges that such Unit is subject to certain land use and title documents and all amendments thereto, which may include among other items the following documents recorded in the Public Records of Palm Beach County (collectively, the "Title Documents"):

47.1 Restrictions, conditions, reservations, easements, and other matters contained on the plat of DELRAY BEACH (formerly known as Town of Linton), as recorded in Plat Book 1, Page 3, of the Public Records of Palm Beach County, Florida.

47.2 Any title or rights asserted by anyone including, but not limited to, persons, corporations, governments, or entities to tidal lands or lands comprising the shores or bottoms of navigable rivers, lakes, bays, oceans or gulf lands beyond the line of the bulkhead lines as established or changed by the United States Government or water rights, if any.

47.3 Agreement between adjoining Landowners dated July 8, 2002, and recorded July 9, 2002, in Official Record Book 13888, Page 605, of the Public Records of Palm Beach County, Florida.

47.4. Unity of Title dated September 19, 2002, recorded on October 16, 2002, recorded in Official Record Book 14271, Page 1774, of the Public Records of Palm Beach County, Florida.

47.5 Developer's plan of development for the Condominium may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized agents, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any

documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized agents, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Unit:

- a. To execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and
- b. That such Owner has waived its right to object to or comment on the form or substance of any amendment, modification or termination of the Title Documents.

THIS DECLARATION OF CONDOMINIUM and Exhibits hereto made and entered into this 6<sup>th</sup> day of September, 2005.

**DEVELOPER:**

DUVALL PLACE, LLC, a Florida Limited Liability Company

Paul T. Rhodes  
Witness

Print name of Witness

PAUL T. RHODES

Witness

Martha J. Hugo  
Print name of Witness

BY: Stephen E. Gravett, Manager

Stephen E. Gravett, Manager

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September, 2005, by Stephen E. Gravett, Manager of Duvall Place, LLC, a Florida Limited Liability Company, and he is personally known to me and they did not take an oath.

My Commission Expires:

Martha J. Hugo  
Notary Public, State of Florida

Martha J. Hugo  
My Commission DD224938  
Expires June 26, 2007

**MORTGAGEE CONSENT**

The undersigned as Vice President of FIFTH THIRD BANK, the Mortgagee of the fee simple land described in Exhibit "A" to this Declaration under a Mortgage recorded in the Official Records of Palm Beach County, Florida in Official Records Book 16152, Page 1623, as modified, hereby certifies that he/she is authorized to consent to the recordation of this Declaration of Condominium on behalf of Fifth Third Bank pursuant to and in compliance with F. S. § 718.104(3) and F. S. § 718.104(6), and does hereby consent to the Declaration of Condominium.

**WITNESS/ATTEST**

Witness

Print name of Witness

Witness

Print name of Witness

Date: 8/14/05

FIFTH THIRD BANK

BY:

Angel Guerzon

TITLE: Vice President

Date: 8/14/05

(CORP. SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 2005, by Angel Guerzon, Vice President, on behalf of the Fifth Third Bank, who (please check one)

☐ is (are) personally known to me OR

☒ has (have) produced Dr. Wer's license as identification and he/she/they

(please check one)

☐ did take an oath

☒ did not take an oath

My Commission Expires:

Notary Public



Martha J. Hugo  
My Commission DD224938  
Expires June 26, 2007

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF DUVALL PLACE CONDOMINIUM**

Lots 13 and 14, less the East 5 feet of said Lots, Block 110, DELRAY BEACH, (formerly known as Town of Linton), Florida, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1, Page 3.

This is not a certified copy

This is not a contract

**EXHIBIT "B"**

**TO THE DECLARATION OF  
CONDOMINIUM OF DUVALL PLACE**

Condominium Plot Plan, Survey and Graphic Description of improvements showing Units, Common Elements and Limited Common Elements with their location and approximate dimensions in sufficient detail to identify them (consisting of thirteen (13) sheets).

706030

## EXHIBIT B

PAGE 1

ANNEXED TO AND MADE A PART OF  
"DECLARATION OF CONDOMINIUM"  
DUVALL PLACE , A CONDOMINIUM

DATE 2nd DAY OF September 2005.

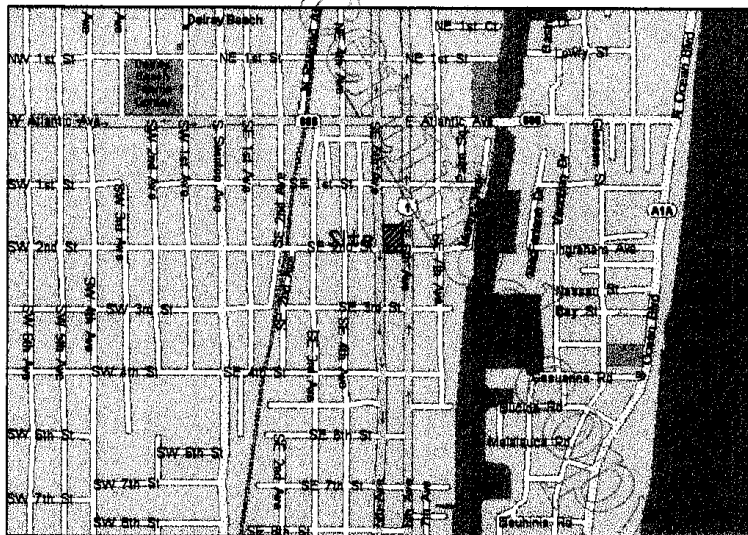
SECTION 16, TOWNSHIP 46 SOUTH, RANGE 43 EAST

### LEGAL DESCRIPTION:

LOTS 13 AND 14, LESS the East 5 feet thereof for road right-of-way, Block 110, MAP OF THE TOWN OF LINTON (NOW DELRAY BEACH), according to the Plat thereof recorded in Plat Book 1, Page 3 (Sheet 1) of the Public Records of Palm Beach County, Florida.

### NOTE:

SURVEY/PLOT PLAN PREPARED AND CERTIFIED BY JOHN A. GRANT JR. , INC.  
UNIT ASBUILTS PREPARED AND CERTIFIED BY O'BRIEN , SUITER & O'BRIEN, INC.



LOCATION MAP

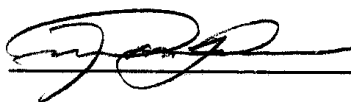
NOT TO SCALE

### CERTIFICATION

I, FREDERICK M. LEHMAN, of Palm Beach County, Florida, do hereby certify that I am a Licensed Surveyor, Certificate # 4304, authorized and licensed to practice in the State of Florida, and that construction of the improvements of DUVALL PLACE, a Condominium, are substantially complete so that the survey, plot plan, and graphic description of improvements shown on sheets (1) through (4), inclusive of this Exhibit B, together with the provisions of the Declaration of Condominium describing the Condominium Property, 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 Limited Common Elements (excluding Unit Boundaries) can be determined from these materials.

Certified to DUVALL PLACE , LLC, a Florida Limited Liability Company, dated at PALM BEACH COUNTY, Florida, this 2nd day of September, 2005.

Drawn By	CAT	Date	08-17-05
Checked By		F.B.	804 Pg. 38-42
Scale		Job No.	JG100-9044
Sheet	1 of 13		1/RL 9/2/05

By:   
FREDERICK M. LEHMAN  
Professional Land Surveyor No. 4304  
State of Florida

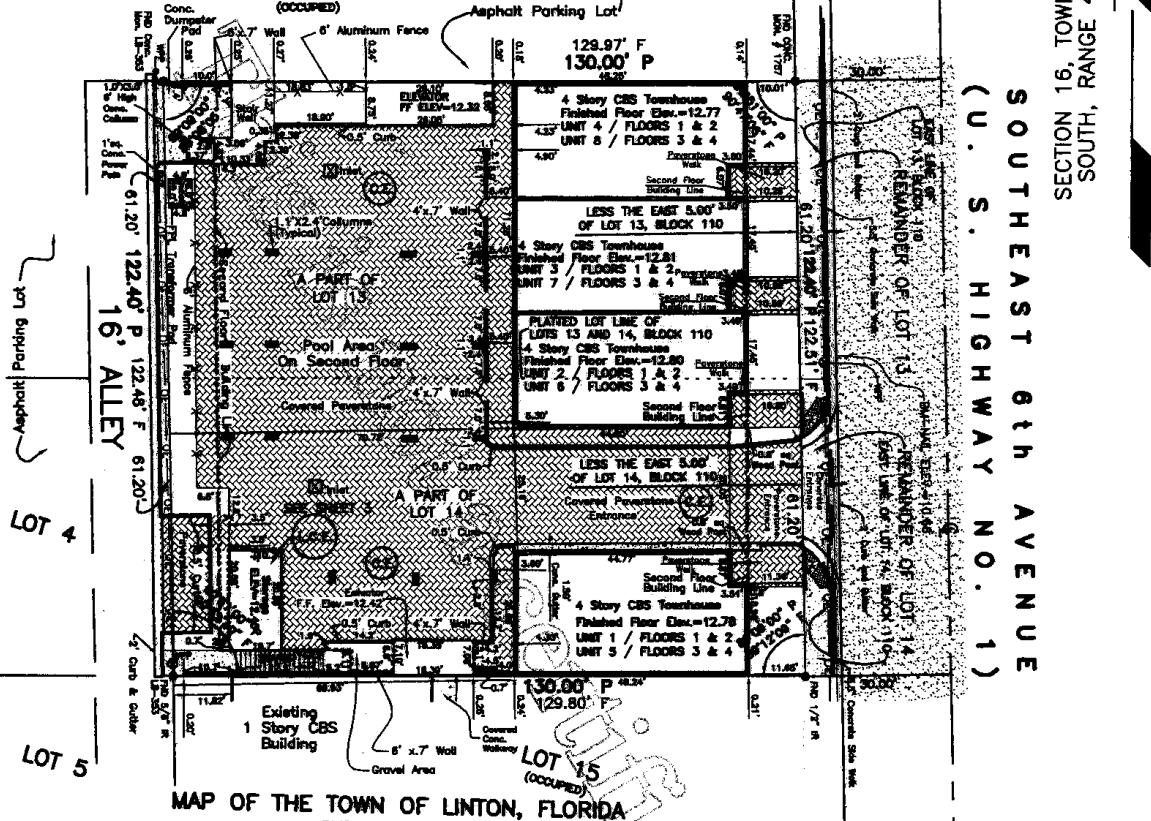
# EXHIBIT B

PAGE 2

## DUVALL PLACE, A CONDOMINIUM SURVEY AND PLOT PLAN

BUD'S CHICKEN & SEAFOOD OF DELRAY BEACH

PLAT BOOK 68, PAGES 94 AND 95  
(OCCUPIED)



### MAP OF THE TOWN OF LINTON, FLORIDA

#### SURVEY NOTES :

PLAT BOOK 1, PAGE 3

ELEVATIONS SHOWN HEREON ARE BASED ON THE  
NATIONAL GEODETIC VERTICAL DATUM OF 1929.

PROPERTY LOCATED IN FLOOD ZONE X  
FLOOD INSURANCE RATE MAP INFORMATION

COMMUNITY NO. : 125102

PANEL NO. : 0004-D

MAP REVISED : JANUARY 5, 1989

THIS DRAWING REPRESENTS A BOUNDARY SURVEY.

#### LEGEND(CONDO)

- (C.E) DENOTES COMMON ELEMENT
- (LCE) DENOTES LIMITED COMMON ELEMENT
- (H) DENOTES HANDICAP PARKING SPACE
- (P) DENOTES STANDARD PARKING SPACE
- (S) DENOTES STORAGE UNIT

#### LEGEND(SURVEY)

- FND = Found
- IR = Iron Rod
- IP = Iron Pipe
- PC = Plastic Cap
- N/C = Nail and Cap
- N/D = Nail and Disc
- E = Easement
- U = Utility
- D = Drainage
- P = Plat
- F = Field
- BM = Benchmark
- ELEV = Elevation
- R = Radius
- L = Arc Length
- Δ = Central Angle
- CHB = Chord Bearing
- ST LT = Street Light
- CONC = Concrete
- Q = Centerline
- WF = Wood Fence
- CLF = Chain Link Fence
- PL = Planter
- WP = Wood Pole
- CP = Concrete Pole
- LP = Light Pole
- OE = Overhead Electric
- BLDG = Building
- CBS = Concrete Block and Stucco
- FH = Fire Hydrant
- WPP = Wood Power Pole
- PCP = Permanent Control Point
- PRM = Permanent Reference Monument
- CM = Concrete Monument
- LME = Lake Maintenance Easement
- ROE = Roof Overhang Easement
- LZE = Littoral Zone Easement

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Certified to DUVALL PLACE, LLC, a Florida Limited Liability Company, dated at PALM BEACH COUNTY, Florida, this 2nd day of SEPTEMBER, 2005.

Drawn By CAT Date 08-17-05  
Checked By F.B. 804 Pg. 38-42  
Scale 1"=30' Job No. JG100-9044  
Sheet 2 of 13 rev 9/2/05

By: 

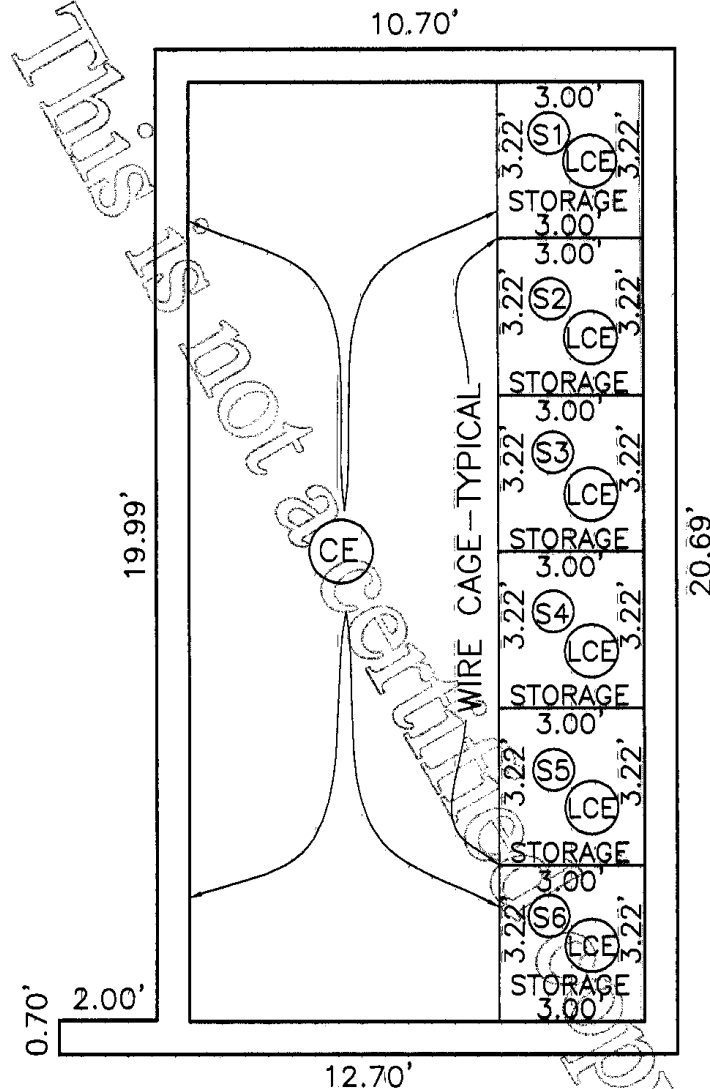
FREDERICK M. LEHMAN  
Professional Land Surveyor No. 4304  
State of Florida



## EXHIBIT B

PAGE 3

### DUVALL PLACE, A CONDOMINIUM STORAGE AREA DETAIL



#### CERTIFICATION

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By:

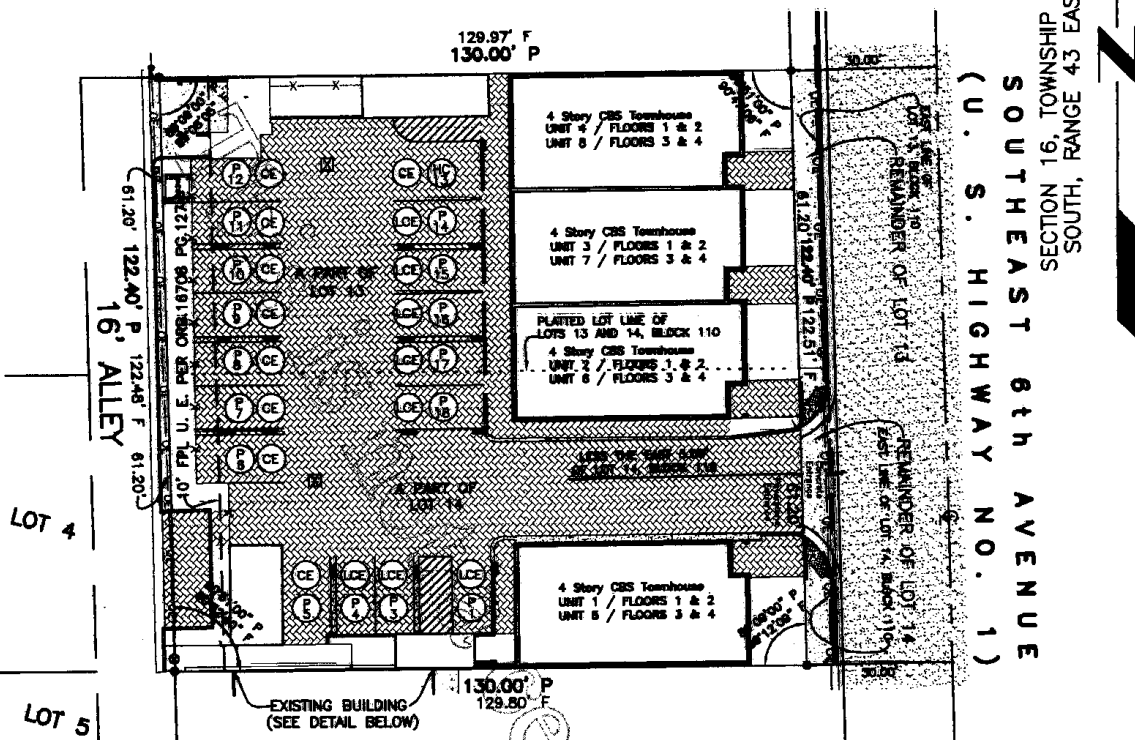
FREDERICK M. LEHMAN  
Professional Land Surveyor No. 4304  
State of Florida

Drawn By CAT	Date 08-17-05
Checked By	F.B. 804 Pg. 38-42
Scale 1"=3'	Job No. JG100-9044
Sheet 3 of 13	JA 9/2/05

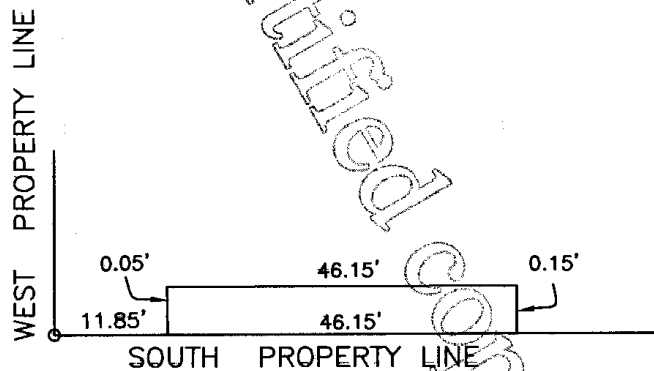
# EXHIBIT B

## PAGE 4

### DUVALL PLACE, A CONDOMINIUM



#### PARKING AREA AND EASEMENT DETAILS



#### DETAIL (NOT TO SCALE)

#### ENCROACHMENT AGREEMENT BETWEEN ADJOINING LANDOWNERS

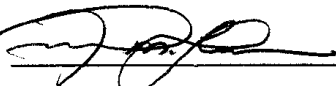
#### ORB.13888, PG.605

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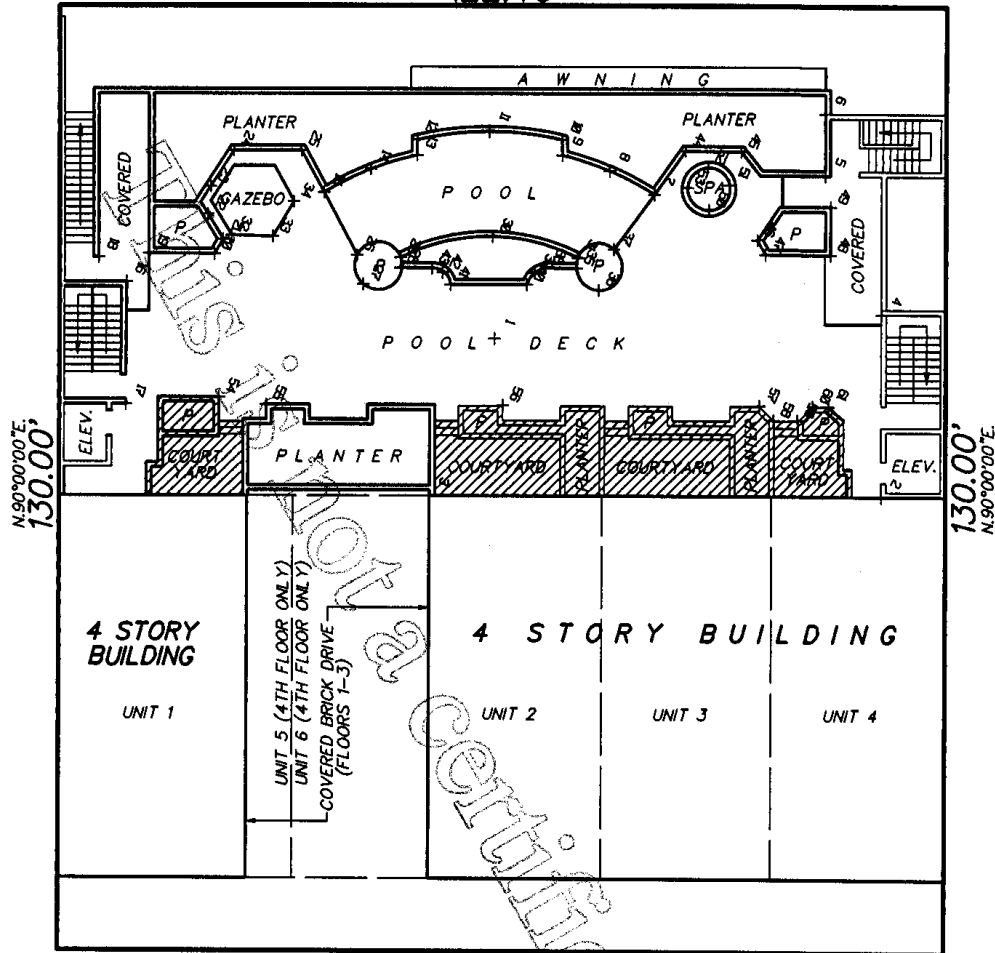
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Drawn By	CAT	Date	08-17-05
Checked By		F.B.	804 Pg.38-42
Scale	1"=30'	Job No.	JG100-9044
Sheet	4 of 13		REL 9/2/05

By:   
FREDERICK M. LEHMAN  
Professional Land Surveyor No. 4304  
State of Florida

# DUVALL PLACE, A CONDOMINIUM

N.0°51'00"W.  
122.40'



## 2ND FLOOR SITE PLAN PROPOSED

### NOTES:

1. ALL IMPROVEMENTS SHOWN HEREON ARE EXISTING.
2. 17 PARKING SPACES, OF WHICH TWO (2) TO BE ASSIGNED TO EACH UNIT SHALL BE LIMITED COMMON ELEMENT, AND THE BALANCE OF THE PARKING SPACES SHALL BE COMMON ELEMENT.
3. THIS PLAN COMPLIED FROM AS-BUILT LOCATIONS AS MEASURED BY THE OFFICE OF O'BRIEN, SUITER & O'BRIEN, INC.
4. A FLORIDA POWER & LIGHT COMPANY TRANSFORMER (OR TRANSFORMERS) WILL BE LOCATED UPON THE CONDOMINIUM PROPERTY AT A LOCATION (OR LOCATIONS) TO BE DETERMINED BY FLORIDA POWER & LIGHT COMPANY.
5. EASEMENTS ARE PER RECORDED PLAT UNLESS OTHERWISE NOTED.

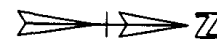
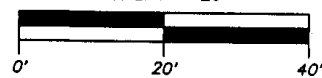
### LEGEND AND NOTES:

ELEV. = ELEVATOR

P = PLANTER

 = LIMITED COMMON ELEMENT

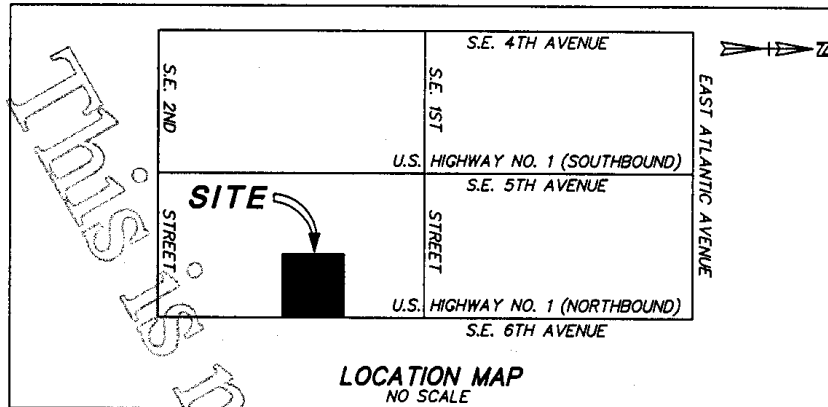
SCALE: 1" = 20'



DATE: FEB. 3, 2003.

O'BRIEN, SUITER & O'BRIEN, INC.  
CERTIFICATE OF AUTHORIZATION #LB353  
SURVEYOR AND MAPPER IN RESPONSIBLE  
CHARGE: PAUL D. ENGLE  
2601 NORTH FEDERAL HIGHWAY  
DELRAY BEACH, FLORIDA 33483  
(561) 276-4501 (561) 732-3279

# DUVALL PLACE, A CONDOMINIUM



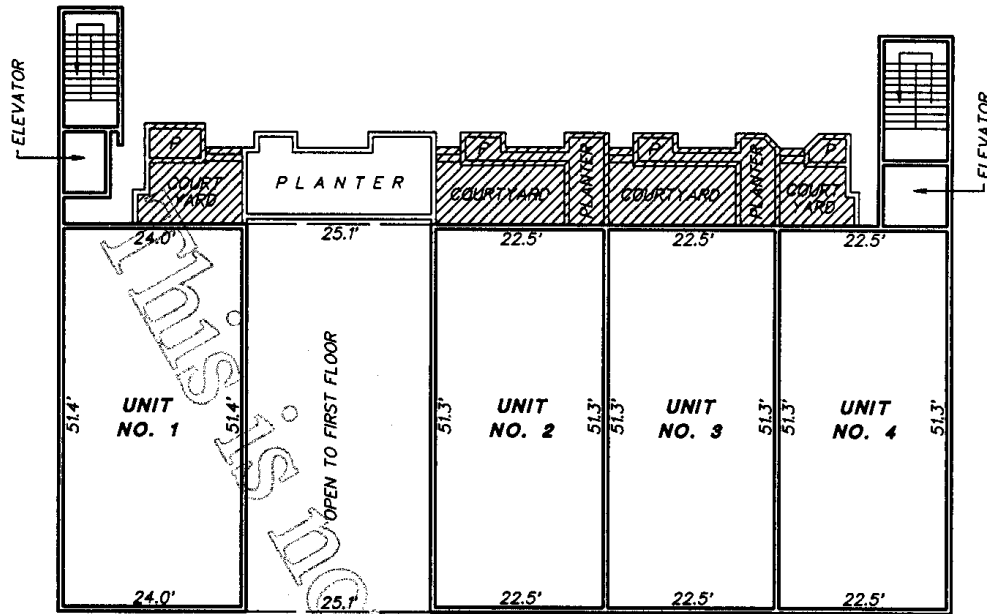
## NOTES:

1. ALL IMPROVEMENTS ARE EXISTING.
2. THESE PLANS AND THE DIMENSIONS SHOWN HEREON WERE DERIVED FROM AS-BUILT LOCATIONS AS MEASURED BY THE OFFICE OF O'BRIEN, SUITER & O'BRIEN, INC.
3. ELEVATIONS ARE BASED ON N.G.V.D. 1929.
4. FOR DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS HORIZONTAL AND PERIMETRICAL BOUNDARIES SEE THE CONDOMINIUM DECLARATION.
5. WITHIN EACH UNIT ALL STRUCTURAL SUPPORT COLUMNS, PIPES, CONDUITS AND OTHER UTILITY LINES RUNNING THROUGH THE UNIT WHICH ARE UTILIZED FOR OR SERVE MORE THAN ONE UNIT ARE A PART OF THE COMMON ELEMENTS.
6. DIMENSIONS SHOWN ARE SUBJECT TO VARIATIONS OF 0.2' FOR EACH UNIT.
7. EACH COURTYARD, TERRACE OR PATIO AREA IS A LIMITED COMMON ELEMENT FOR THE EXCLUSIVE USE OF THE UNIT WHICH IT ABUTS.
8. EACH AIR CONDITIONER UNIT IS A LIMITED COMMON ELEMENT FOR THE EXCLUSIVE USE OF THE UNIT WHICH IT SERVES.
9. DIMENSIONS SHOWN ARE TO INTERIOR FINISHED SURFACES.
10. ALL AREAS NOT SHOWN AS BEING A PART OF A UNIT OR THE LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.

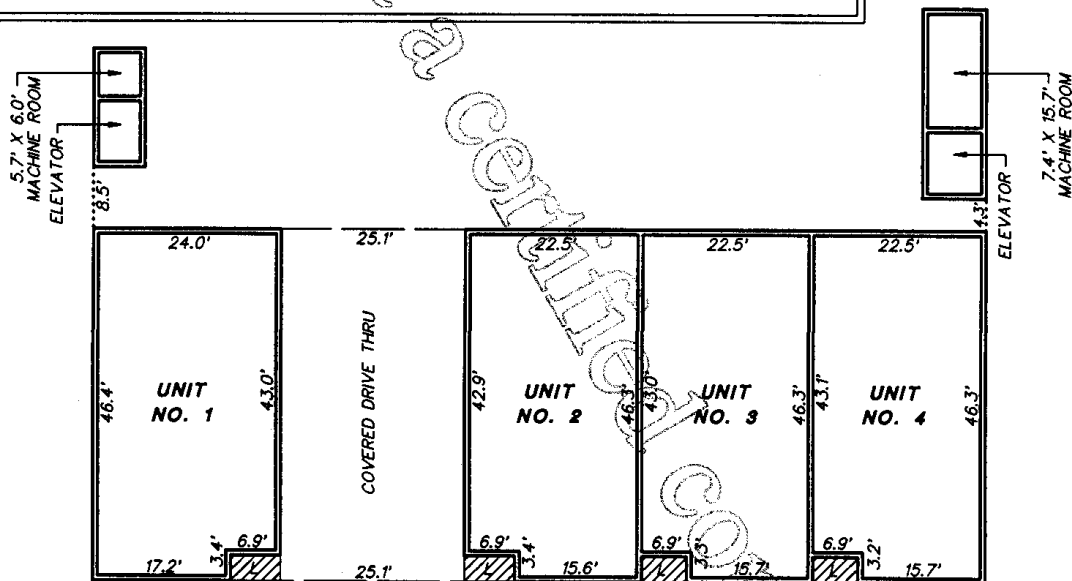
DATE: AUGUST 31, 2005

O'BRIEN, SUITER & O'BRIEN, INC.  
 CERTIFICATE OF AUTHORIZATION #LB353  
 SURVEYOR AND MAPPER IN RESPONSIBLE  
 CHARGE: PAUL D. ENGLE  
 2601 NORTH FEDERAL HIGHWAY  
 DELRAY BEACH FLORIDA 33483  
 (561) 276-4501 (561) 732-3279

# DUVALL PLACE, A CONDOMINIUM



**SECOND FLOOR PLAN**



**FIRST FLOOR PLAN**

## NOTES:

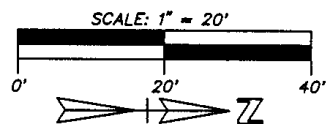
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## LEGEND:

L = LOGGIA

P = PLANTER

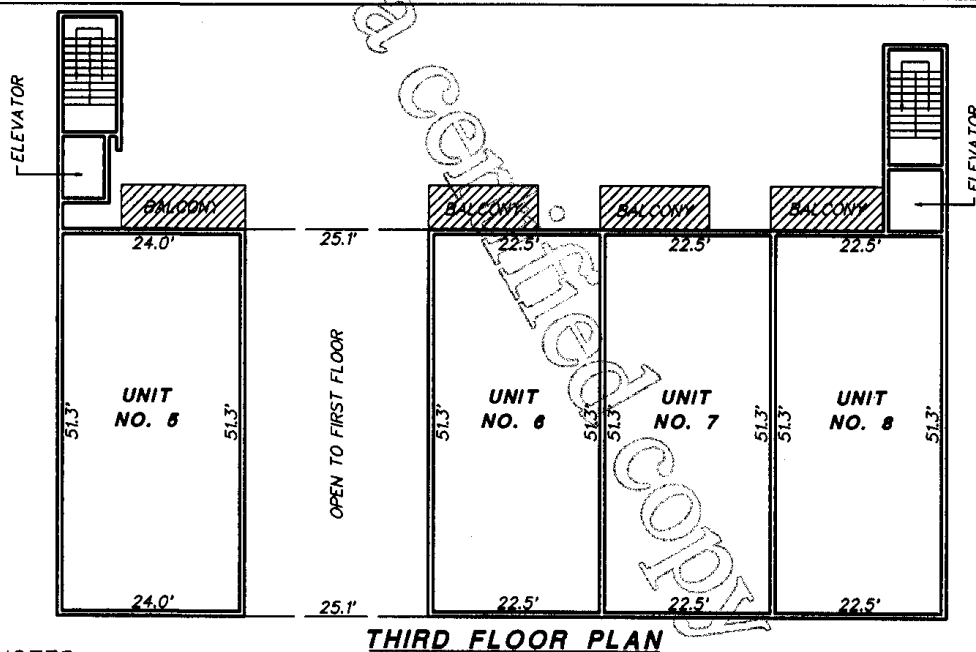
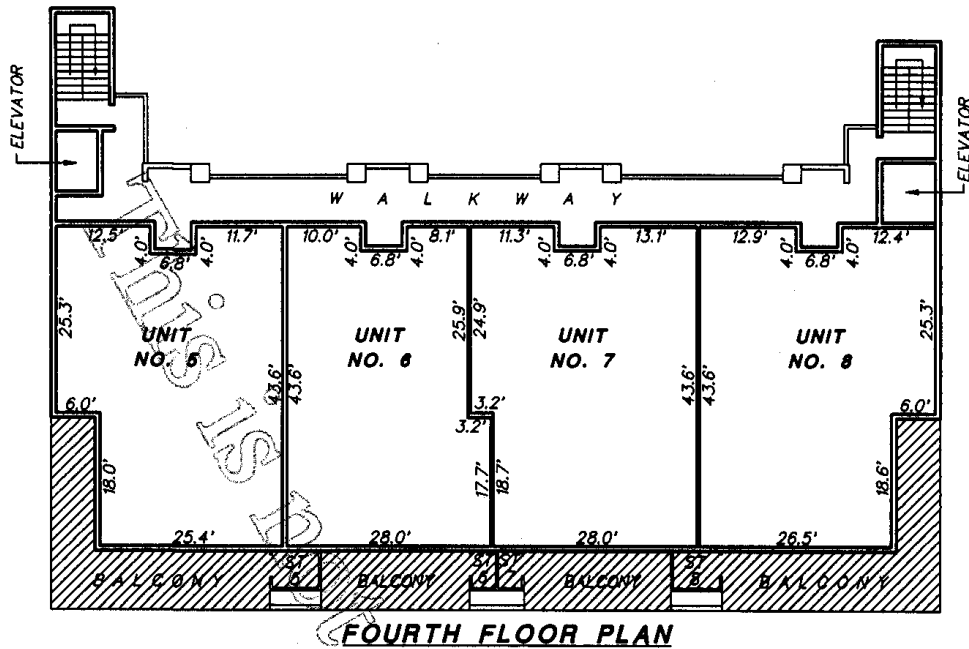
 = LIMITED COMMON ELEMENT



DATE: AUGUST 31 2005.

O'BRIEN, SUITER & O'BRIEN, INC.  
CERTIFICATE OF AUTHORIZATION #LB353  
SURVEYOR AND MAPPER IN RESPONSIBLE  
CHARGE: PAUL D. ENGLE  
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DELRAY BEACH, FLORIDA 33483  
(561) 276-4501 (561) 732-3279

# DUVALL PLACE, A CONDOMINIUM




## NOTES:

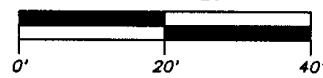
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## LEGEND:

ST = STORAGE

 = LIMITED COMMON ELEMENT

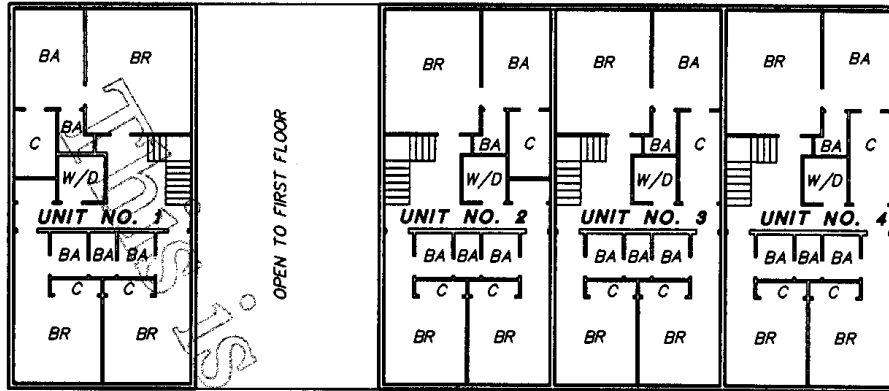
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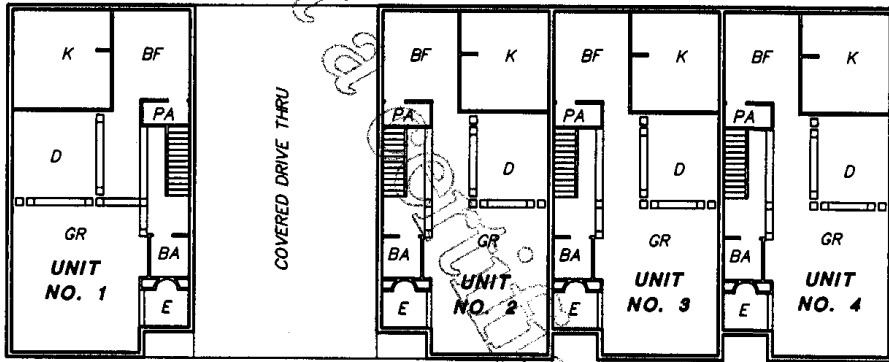
DATE: AUGUST 31, 2005

O'BRIEN, SUITER & O'BRIEN, INC.  
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 SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE: PAUL D. ENGLE  
 2601 NORTH FEDERAL HIGHWAY  
 DELRAY BEACH, FLORIDA 33483  
 (561) 276-4501 (561) 732-3279

# DUVALL PLACE, A CONDOMINIUM



**SECOND FLOOR**



**FIRST FLOOR**

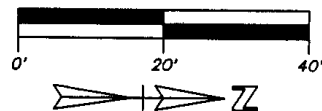
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## LEGEND:

BR = BATH ROOM  
 BR = BED ROOM  
 K = KITCHEN  
 C = CLOSET  
 D = DINING ROOM  
 W/D = WASHER/DRYER  
 E = ENTRY  
 ST = STORAGE  
 BF = BREAKFAST AREA  
 PA = PANTRY

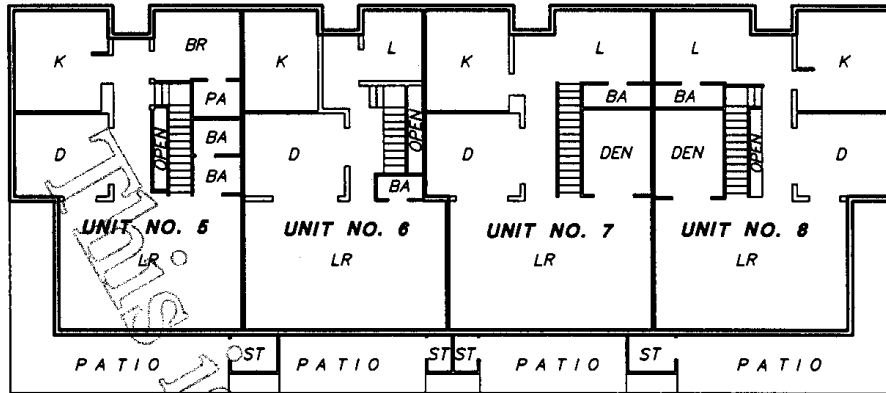
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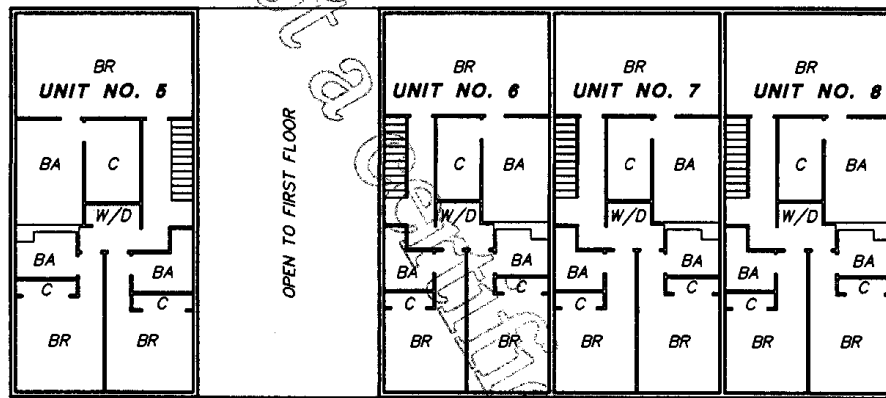
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O'BRIEN, SUITER & O'BRIEN, INC.  
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 2601 NORTH FEDERAL HIGHWAY  
 DELRAY BEACH, FLORIDA 33483  
 (561) 276-4501 (561) 732-3279

# DUVALL PLACE, A CONDOMINIUM



**FOURTH FLOOR**



**THIRD FLOOR**

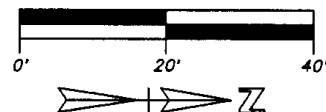
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LR = LIVING ROOM  
PA = PANTRY

SCALE: 1" = 20'

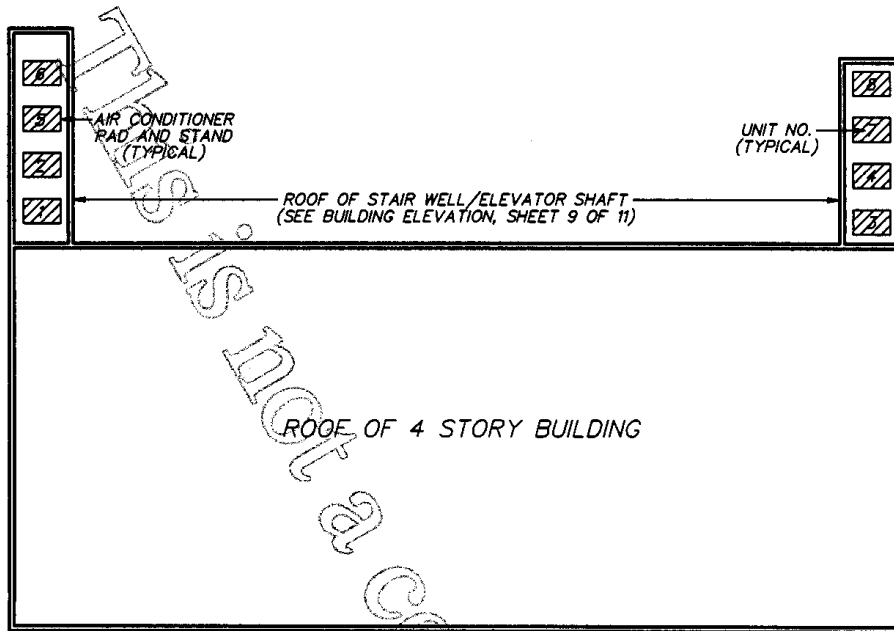


DATE: AUGUST 31, 2005

O'BRIEN, SUITER & O'BRIEN, INC.  
CERTIFICATE OF AUTHORIZATION #LB353  
SURVEYOR AND MAPPER IN RESPONSIBLE  
CHARGE: PAUL D. ENGLE  
2601 NORTH FEDERAL HIGHWAY  
DELRAY BEACH FLORIDA 33483  
(561) 276-4501 (561) 732-3279



# DUVALL PLACE, A CONDOMINIUM



## ROOF PLAN

NOTE: PROPOSED ATTIC SPACE DIRECTLY ABOVE AND APPURTENANT TO UNITS 5 THROUGH 8 SHALL BE LIMITED COMMON ELEMENTS FOR UNITS 5 THROUGH 8, RESPECTIVELY

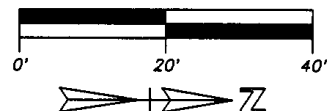
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8. EACH AIR CONDITIONER UNIT IS A LIMITED COMMON ELEMENT FOR THE EXCLUSIVE USE OF THE UNIT WHICH IT SERVES.
9. DIMENSIONS SHOWN ARE TO INTERIOR FINISHED SURFACES.
10. ALL AREAS NOT SHOWN AS BEING A PART OF A UNIT OR THE LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.

### LEGEND AND NOTES:

 = LIMITED COMMON ELEMENT

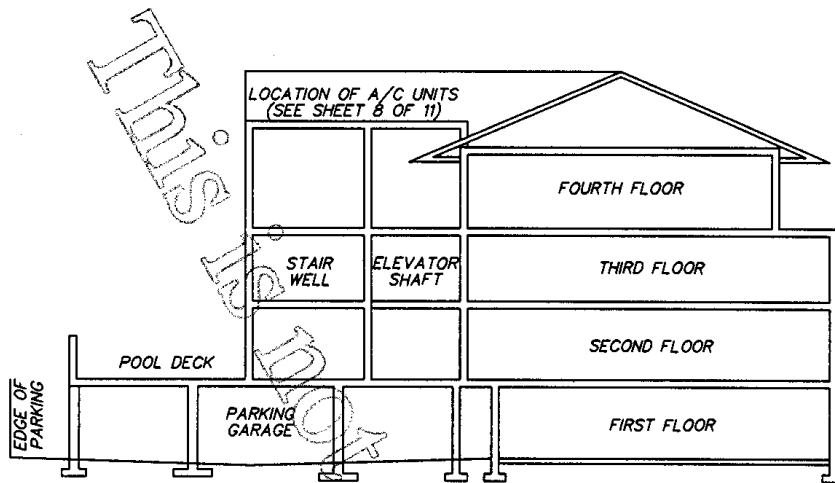
SCALE: 1" = 20'



DATE: AUGUST 31, 2005

O'BRIEN, SUITER & O'BRIEN, INC.  
 CERTIFICATE OF AUTHORIZATION #LB353  
 SURVEYOR AND MAPPER IN RESPONSIBLE  
 CHARGE: PAUL D. ENGLE  
 2601 NORTH FEDERAL HIGHWAY  
 DELRAY BEACH, FLORIDA 33483  
 (561) 276-4501 (561) 732-3279

# DUVALL PLACE, A CONDOMINIUM

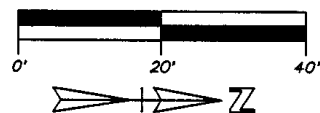


## BUILDING ELEVATION

### NOTES:

1. THESE PLANS DO NOT REPRESENT "AS-BUILT" DRAWINGS.
2. ELEVATIONS SHOWN HEREON REFER TO THE NATIONAL GEODETIC VERTICAL DATUM 1929.
3. THE FEDERAL FLOOD CLASSIFICATION IS ZONE "X"

SCALE: 1" = 20'



DATE: AUGUST 31, 2005

O'BRIEN, SLATER & O'BRIEN, INC.  
 CERTIFICATE OF AUTHORIZATION #LB353  
 SURVEYOR AND MAPPER IN RESPONSIBLE  
 CHARGE: PAUL D. ENGLE  
 2601 NORTH FEDERAL HIGHWAY  
 DELRAY BEACH FLORIDA 33483  
 (561) 276-4501 (561) 732-3279

# DUVALL PLACE, A CONDOMINIUM

## SURVEYORS CERTIFICATION

I, PAUL D. ENGLE OF PALM BEACH COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR, CERTIFICATE #5708, AUTHORIZED AND LICENSED TO PRACTICE IN THE STATE OF FLORIDA, AND THAT CONSTRUCTION OF THE IMPROVEMENTS OF DUVALL PLACE, A CONDOMINIUM, ARE SUBSTANTIALLY COMPLETE SO THAT THE SURVEY PLOT PLAN AND GRAPHIC RESCRIPTION OF IMPROVEMENTS SHOWN ON SHEETS FIVE (5) THROUGH THIRTEEN (13), INCLUSIVE OF THIS EXHIBIT B, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, 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.

O'BRIEN, SUITER & O'BRIEN, INC.

*Paul D. Engle*  
PAUL D. ENGLE  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. 5708

certified copy

DATE: FEB. 3, 2003.

O'BRIEN, SUITER & O'BRIEN, INC.  
CERTIFICATE OF AUTHORIZATION #LB353  
SURVEYOR AND MAPPER IN RESPONSIBLE  
CHARGE: PAUL D. ENGLE  
2601 NORTH FEDERAL HIGHWAY  
DELRAY BEACH FLORIDA 33483  
(561) 276-4501 (561) 732-3279

DUVALL PLACE, A CONDOMINIUM  
EXHIBIT "F"  
RULES AND REGULATIONS

A. GENERAL RULES

1. Passenger automobiles, sport/utility vehicles, mini-trucks, vans, and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space and which are not in excess of the maximum height restrictions, may be parked in the areas provided for that purpose. Garage parking spaces are assigned, and no unit owner or occupants may park more than two vehicles in the garage. Commercial vehicles, trucks, campers, motor homes, trailers, boats, and boat trailers are prohibited. Bicycles and mopeds will be parked only in the bike storage areas or otherwise as may be designated by the Board of Directors. Vehicle maintenance, except car washing in the designated area, is not permitted on the Condominium Property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on Condominium Property. All vehicles shall be issued a vehicle permit which must be displayed on the exterior of the vehicle. The Developer is exempt from this regulation for vehicles engaged in any activity relating to construction, maintenance, or marketing of Units, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium.

2. Recreational facilities will be used in such a manner as to respect the rights of others, and the Board of Directors may regulate duration of use, set hours of opening and closing, and schedule use of the facilities.

3. No exterior radio, television, or data reception antennas or any exterior wiring for any purpose may be installed without the written consent of the Board of Directors.

4. To maintain harmony of exterior appearance, no one will make any changes to, place anything on, affix anything to, or exhibit anything from any part of the Condominium or Association Property that is visible from the exterior of the Building or from the Common Elements without the prior written consent of the Board of Directors. All curtains, shades, drapes, and blinds will be white or off-white in color or lined with material of these colors. Balcony tile and floor covering colors must be approved by the board. Any Unit Owner may display one (1) portable, removable United States flag in a respectful way regardless of any Declaration, Rules or requirements dealing with flags or decorations.

5. All Common Elements inside and outside the Buildings will be used for their designated purposes only, and nothing belonging to Unit Owners, or their family, tenants, or guests, will be kept therein or thereon without the approval of the Directors. Such areas will at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests, and family members.

6. Two dogs each weighing no more than ninety (90) pounds or two cats, and no more than two birds, tropical fish, and other customary non-exotic (snakes are prohibited), quiet, and

inoffensive household pets not being kept or raised for commercial purposes will be permitted with the following conditions:

- a. No pets will be permitted in the pool area, leashed or unleashed.
- b. Elsewhere on the Common Elements and Association Property, pets will be under handheld leash or carried at all times.
- c. Messes made by pets must be removed by owners or handlers immediately. The Directors will designate the portions of the Property that will be used to accommodate the reasonable requirements of Unit Owners who keep pets.
- d. Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has, in the opinion of the Board of Directors, become a nuisance or an unreasonable disturbance, written notice will be given to the Owner or other person responsible for the pet, and the pet must be removed from the Condominium Property within three days.
- e. Guests and tenants are not permitted to have pets.
- f. The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.

7. Disposal of garbage and trash will be only by use of receptacles approved by the Association or by use of the garbage disposal units. Specifically, trash placed in trash chutes must be securely bagged and may not contain breakable glass objects. Breakable glass objects must be left in the trash chute rooms for pickup by the housekeeper. Food and vegetable scraps are to be disposed of in the individual unit garbage disposals.

8. All non-owner persons occupying Units will be registered with the manager or other designate of the Association at or before the time of their occupancy of the unit. This includes renters and houseguests.

This Regulation may not be amended in a way that would be detrimental to the sales of Units by the developer as long as the Developer holds Units for sale in the ordinary course of business.

9. The Association shall retain a passkey to the Units, and the Unit Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right to access to the Units. Duplication of Unit Owners' keys to Common Element facilities is restricted in the interest of security. Such keys will be duplicated only with the assistance of the manager or Board of Directors.

10. Children must be under the direct control of a responsible adult. Children under 12

and other persons under the age of 18 years who cannot swim may not use the pool unaccompanied by an adult. No diapers are allowed and swimmers must observe all health and sanitary regulations. Children also will not be permitted to run, play tag, or act boisterously on the Condominium Property. Skateboarding, "Big Wheels," or loud or obnoxious toys are prohibited. Children may be removed from the Common Areas for misbehavior by or on the instructions of the Board of Directors.

11. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing, and playing of musical instruments, etc., will be regulated to sound levels that will not disturb others. If such noise-producing items are used at or in the vicinity of the pool, they must be used only with earphones. No vocal or instrumental practice is permitted after 10:00 p.m. or before 9:00 a.m.

12. Use of barbecue grills will be allowed only in areas designated as safe and appropriate by the Board of Directors. No barbecue grills, bicycles or other equipment may be placed in or upon the balconies, except for tables and chairs which have been approved in writing by the Association.

13. Illegal and immoral practices are prohibited.

14. Lawns, shrubbery, or other exterior plantings will not be altered, moved, or added to without permission of the Association.

15. No glass of any kind will be permitted in the pool area. Any liquid refreshments consumed near the pool area will be in nonbreakable containers.

16. Laundry, bathing apparel, and beach and porch accessories will not be kept or maintained outside of the Units or on the Limited Common Elements (balconies), and such apparel and accessories shall not be exposed to view from the exterior of any Unit.

17. No nuisance of any type or kind will be maintained on the Condominium Property.

18. Nothing will be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Building or contents of the Building without the prior written consent of the Board of Directors. No Owner will permit anything to be done or kept in the Owner's Unit or in the Limited Common Elements or Common Elements that will result in the cancellation of insurance on the Building or the contents of the Building, or that would be in violation of any law or building code.

19. Persons moving furniture and other property into and out of Units must use the designated access door into the Condominium and the elevators designated by the Board of Directors as service elevators. All such moving must take place Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only. Moving vans and trucks used for this purpose may remain on Condominium Property only when actually in use.

20. Repair, construction, decorating, or remodeling work will be done in a Unit (which has been approved by the Board of Directors) on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only. The Developer is exempt from this restriction.

21. These Rules and Regulations will apply equally to Owners, their families, guests, domestic help, and lessees.

22. The Board of Directors of the Association may impose a fine for each violation of these Rules and Regulations or any violation of the Condominium Documents.

23. The Condominium and management staff are not permitted to do private work for Unit Owners, their families, tenants, or guests while on duty. If both parties are agreeable, staff may assist such persons privately when off duty.

24. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium and Common Property. Reference should be made to the Condominium and Association Documents.

**B. RULES FOR UNIT OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING, AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; LOCATION FOR POSTING NOTICES OF MEETINGS**

**I. RIGHT TO SPEAK**

1. To the maximum extent practicable, the posted Board meeting agenda for each meeting will list the substance of the matters and actions to be considered by the Board.

2. Robert's Rules of Order (latest edition) will govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation, or the Bylaws.

3. After each motion is made and seconded by the Board members, the meeting chairperson will permit Unit Owner participation regarding the motion on the floor. Such time may be limited depending on the complexity and effect on the Association.

4. Unit Owner participation will not be permitted after reports of officers or committees unless a motion is made to act on the report, or the chairperson determines that it is appropriate or is in the best interest of the Association.

5. A Unit Owner wishing to speak must first raise his or her hand and wait to be recognized by the chairperson.

6. While a Unit Owner is speaking, he or she must address only the chairperson; no one else is permitted to speak at the same time.

7. A Unit Owner may speak only once for not more than three minutes, and only on the subject or motion on the floor.

8. The chairperson, by asking if there is any objection and hearing none, may permit a Unit Owner to speak for longer than three minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only, and if there is an objection the question will be decided by Board vote.

9. The chairperson will have the sole authority and responsibility to see to it that all Unit Owner participation is relevant to the subject or motion on the floor.

## II. RIGHT TO VIDEO OR AUDIOTAPE:

1. Audio and video equipment and devices that Unit Owners are authorized to use at any such meeting must not produce distracting sound or light emissions.

2. Audio and video equipment will be assembled and placed in a location that is acceptable to the Board or the committee before the beginning of the meeting.

3. Anyone videotaping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.

4. At least 24 hours' advance written notice will be given to the Board by any Unit Owner desiring to use any audio/video equipment to record a meeting.

III. LIMITATION ON THE ASSOCIATION'S OBLIGATION TO RESPOND TO WRITTEN INQUIRIES: THE ASSOCIATION SHALL NOT BE OBLIGATED TO RESPOND TO MORE THAN ONE WRITTEN INQUIRY FROM A UNIT OWNER FILED BY CERTIFIED MAIL IN ANY GIVEN 30-DAY PERIOD. ANY ADDITIONAL INQUIRY OR INQUIRIES SHALL BE RESPONDED TO IN THE SUBSEQUENT 30-DAY PERIOD OR PERIODS.

IV. ALL NOTICES OF MEMBERSHIP, DIRECTORS, AND COMMITTEE MEETINGS AT WHICH UNIT OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED IN THE LOCKED, GLASS-FRONTED BULLETIN BOARD ADJACENT TO THE POOL ENTRANCE.



EXHIBIT "C" TO THE  
DECLARATION OF CONDOMINIUM OF DUVALL PLACE

ARTICLES OF INCORPORATION

OF

DUVALL PLACE CONDOMINIUM ASSOCIATION, INC.

A FLORIDA CORPORATION NOT FOR PROFIT

ARTICLE I. NAME AND ADDRESS

The name of this Corporation is DUVALL PLACE CONDOMINIUM ASSOCIATION, INC. For convenience, the Corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

The street address of the initial principal office of the Association is 1300 N. W. 17th Street, Suite 255, Delray Beach, Florida 33445

ARTICLE II. TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE III. PURPOSE

This Association is organized for the purpose of providing an entity under the Florida Condominium Act ("the Act") for the operation of a Condominium located in Palm Beach County, Florida, and known as Duvall Place, a Residential Condominium ("the Condominium"), to be created under the Declaration of Condominium ("the Declaration").

ARTICLE IV. MEMBERS

The members of the Association shall consist of the Unit Owners, and their qualifications and the manner of their admission shall be as regulated by the Bylaws.

ARTICLE V. INITIAL REGISTERED OFFICE  
AND REGISTERED AGENT

The street address of the initial registered office of this Association is 980 North Federal Highway, Suite 434, Boca Raton, Florida 33432, and the name of the initial registered agent of this Association at that address is Steven D. Rubin.

## ARTICLE VI. BOARD OF DIRECTORS

The number of persons constituting the first Board of Directors shall be three and their names and addresses are as follows:

NAME	ADDRESS
Wendy G. Gore	1300 N. W. 17 <sup>th</sup> Street, Suite 255 Delray Beach, Florida 33445
Stephen E. Gravett	1300 N. W. 17 <sup>th</sup> Street, Suite 255 Delray Beach, Florida 33445
Richard M. Rankin, Jr.	1300 N. W. 17 <sup>th</sup> Street, Suite 255 Delray Beach, Florida 33445

The name and address of the Incorporator to these articles are as follows:

NAME	ADDRESS
Stephen E. Gravett	1300 N. W. 17 <sup>th</sup> Street, Suite 255 Delray Beach, Florida 33445

The method of election of Directors is provided in the Bylaws.

## ARTICLE VI. POWERS

The Association shall have the powers enumerated in Florida Statutes § 718.111, as it may be amended from time to time.

## ARTICLE VII. VOTING

Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to one (1) vote for each Unit in which such Member holds the interest required for membership. The manner of voting is more fully described in and regulated by the By-Laws of the Association.

## ARTICLE VIII. OFFICERS

The Association shall have a President, a Vice-President, a Secretary and a Treasurer, and such other officers and assistant officers and agents as the Board of Directors may from

time to time deem desirable or consistent with the By-Laws of the Association.

#### ARTICLE IX. BY-LAWS

In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

#### ARTICLE X. AMENDMENT TO ARTICLES OF INCORPORATION

An amendment may be proposed either by a majority of the Board of Directors or by not less than one third of the voting interests of the Association. The amendment shall be adopted if it is approved by not less than two thirds of the voting interests of the entire membership by written agreement or at a duly noticed meeting.

A copy of each amendment so adopted shall be filed within ten (10) days of adoption with the Secretary of State, pursuant to the provisions of applicable Florida Statutes and the same shall be recorded among the Public Records of Palm Beach County, Florida.

#### ARTICLE XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify Directors and Officers of the Association in the manner set forth in the By-Laws of the Association.

#### ARTICLE XIII. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction. No Director or Officer of the Association shall incur liability by reason of the fact that such person is or may be interested in any such contract or transaction.

Interested Directors shall be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction, and an interested Director shall be entitled to vote on any contract or transaction in which he or she has an interest as defined herein.

IN WITNESS WHEREOF the undersigned Incorporator, has executed these Articles of

Incorporation on 14<sup>th</sup> day of August, 2002



STEPHEN E. GRAVETT, Subscriber and  
Incorporator

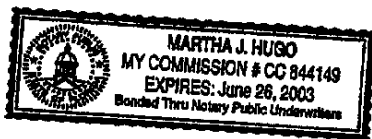
STATE OF FLORIDA  
COUNTY OF PALM BEACH

14<sup>th</sup> The foregoing instrument was sworn to, subscribed and acknowledged before me this  
day of August, 2002, by Stephen E. Gravett, who  
(please check one)  
☒ is (are) personally known to me OR  
☐ has (have) produced \_\_\_\_\_ as identification and he/she/they  
(please check one)  
☒ did take an oath  
☐ did not take an oath

My Commission Expires



Notary Public



CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE

FOR THE SERVICE OF PROCESS WITHIN THIS STATE

NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Florida Statute 607.0501, the following is submitted in compliance with said Act:

FIRST: That DUVALL PLACE CONDOMINIUM ASSOCIATION, INC., desiring to organize under the Laws of the State of Florida, with its principal offices in the Articles of Incorporation, in the City of Delray Beach, County of Palm Beach, State of Florida, has named Steven D. Rubin, 980 North Federal Highway, Suite 434, Boca Raton, Florida 33432, as its agent to accept service of process within the State.

ACKNOWLEDGEMENT

Having been named to accept service of process for the above stated Corporation, at the place designed in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said offices.

  
STEVEN D. RUBIN  
Registered Agent

02 AUG 16 AM 11:01  
DIVISION OF CORPORATION

# State of Florida



## Department of State

I certify from the records of this office that DUVALL PLACE CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on August 16, 2002.

The document number of this corporation is N04000001128.

I further certify that said corporation has paid all fees due this office through December 31, 2003, that its most recent annual report/uniform business report was filed on March 17, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fifth day of February, 2004



CR2EO22 (2-03)

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

**EXHIBIT "D"**

**BY-LAWS OF DUVALL PLACE  
CONDOMINIUM ASSOCIATION, INC.**

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BYLAWS  
OF DUVALL PLACE  
CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY

These are the Bylaws of DUVALL PLACE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida ("the Association"), organized for the purpose of operating that certain eight (8) Unit residential Condominium located in Palm Beach County, Florida, as defined in the Declaration of Condominium of Duvall Place.

1.1 Principal Office. The principal office of the Association shall be at 1300 N. W. 17<sup>th</sup> Street, Suite 255, Delray Beach, Florida 33445 or at such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

1.4 Definitions. For convenience, these Bylaws shall be referred to as "the Bylaws"; the Articles of Incorporation of the Association as "the Articles"; and the Declaration of Condominium of as "the Declaration."

II. MEETINGS OF MEMBERS AND VOTING

2.1 Annual Meeting. The annual meeting of the members shall be held in January or February of each year on the date and at the place and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

2.2 Special Meetings. Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary on receipt of a written request from at least 10% of the voting interests of the Association. Requests for a meeting by the members shall state the purpose for the meeting. Business conducted at any special meeting shall be limited to the matters stated in the notice for the meeting.

2.3 Notice of Annual Meeting. Written notice of the annual meeting shall be mailed or hand delivered to each Unit Owner at least 14 days and not more than 60 days before the annual meeting. An Officer of the Association shall provide an Affidavit or United States Post Office Certificate of Mailing, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered to each Unit Owner at the address last furnished to the Association. Unit Owners may waive notice of the annual meeting.

2.4 Notice of Special Meetings, Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings generally shall be in writing, state the place, day, and hour of the meeting, and state the

purpose or purposes for which the meeting is called. The notice shall be delivered to each Unit Owner not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. If mailed, the notice shall be considered delivered when deposited in the United States mail addressed to the Unit Owner at the address that appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.5 Notice of Budget Meeting. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the Association a notice and a copy of the proposed annual budget not less than 14 days before the meeting at which the Board will consider the budget.

2.6 Notice of Meeting to Consider Excessive Budget. Any increase in assessments in the annual budget for any fiscal year which exceeds the assessments in the preceding fiscal year shall be subject to the rights of the Unit Owners as provided by F. S. §718.112 (2)(e)(2), as amended from time to time.

2.7 Notice of Meeting to Consider Recall of Board Members. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, stating the purpose of the meeting. The notice must be accompanied by a dated copy of a signature list of at least 10% of the Unit Owners. The meeting shall be held not less than 10 days nor more than 60 days from the date the notice of the meeting is given.

2.8 Notice of Meeting to Elect Nondeveloper Directors. Within 75 days after the Unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call an election for the members of the Board of Directors, and shall give at least 60 days notice thereof.

2.9 Quorum. A quorum at meetings of members shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership.

2.10 Voting.

a. Number of Votes. In any meeting of members, each Unit shall have one voting interest. The vote of a Unit is not divisible.

b. Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Declaration, the Articles, or these Bylaws require a larger percentage, in which case that larger percentage shall control.

2.11 Membership-Designation of Voting Member. Persons or entities shall become members of the Association on the acquisition of fee title to a Unit after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity

no longer owns a Unit. If a Unit is owned by more than one natural person (other than a husband and wife), or a corporation, partnership, or other artificial entity, the voting interest of that Unit shall be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Association in its official records.

2.12 Proxies; Powers of Attorney. Voting interests may be exercised in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy for him or her, and the date the proxy was given. Each proxy shall contain the date, time, and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for more than 90 days after the date of the first meeting for which it was given, and may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the designated person mentioned in section 2.11, or the duly authorized attorney-in-fact of that person or entity (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Unit Owner, properly executed and granting the authority, may exercise the voting interest of that Unit. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. If this provision is not made, substitution is not authorized. Notwithstanding anything to the contrary contained in this Section 2.12, no Unit Owner may permit any other person to vote his or her ballot in the election of Directors of the Association.

2.13 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken.

2.14 Waiver of Notice. Unit owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at, or after the meeting for which the waiver is given.

2.15 Action by Members Without a Meeting. Unit owners may take action by written agreement without a meeting, provided written notice is given to the Unit Owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Declaration, the Articles, or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership. The notice shall set forth a time period within which responses must be made by the members, and responses received after that shall not be considered.

2.16 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection at all reasonable times by any Association member, any authorized

representative of the member, and Board members. The minutes shall be retained by the Association for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

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

- a. Collection of election ballots, then call to order.
- b. Election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside.
- c. Calling of the roll, certifying of proxies, determination of a quorum.
- d. Proof of notice of meeting or waiver of notice.
- e. Reading and disposal of any unapproved minutes.
- f. Reports of Officers.
- g. Reports of committees.
- h. Appointment of inspectors of election.
- i. Determination of number of Directors.
- j. Election of Directors.
- k. Unfinished business.
- l. New business.
- m. Adjournment.

2.18 Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board of Directors acting alone:

- a. Amendments to the Declaration, except those made by the Developer recording a Certificate of Surveyor, or as otherwise provided specifically in the Declaration.
- b. Purchase of land or recreation lease.
- c. Cancellation of grants or reservations made by the Declaration, a lease, or other

document and any contract made by the Association before the transfer of control of the Association from the Developer to Unit Owners other than the Developer, that provides for operation, maintenance, or management of the Association or property serving the Unit Owners.

- d. Exercise of option to purchase recreational or other commonly used facilities lease.
- e. Providing no reserves, or less than adequate reserves.
- f. Recall of members of Board of Directors.
- g. Other matters contained in the Declaration, the Articles, or these Bylaws that specifically require a vote of the members.

### III. DIRECTORS

3.1 Number and Qualifications. The affairs of the Association shall be managed by a Board of three (3) Directors selected by the Developer. When Unit Owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of three (3) Directors. Other than those selected by the Developer, Directors must be either Unit Owners, a tenant of a Unit Owner, officers of a corporate Unit Owner, or partners of a partnership Unit Owner. No Director (except those selected by the Developer) shall continue to serve on the Board after ceasing to meet those requirements.

3.2 Election of Directors. Directors shall be elected in the manner prescribed in F. S. § 718.112 (2)(d), as it may be amended from time to time. The members of the Board shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in Chapter 718 of the Florida Statutes.

3.3 Term. Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his or her successor is duly elected and qualified or until he or she is removed in the manner provided in section 3.5. However, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, the members may vote to create classes of directorships having a term of one, two, or three years so that a system of staggered terms will be initiated.

3.4 Vacancies. Except for vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors by the members, irrespective of the length of the remaining term of the vacating Director.

3.5 Removal and Recall of Board Members. Subject to the provisions of F. S. § 718.301, any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests in the manner prescribed by F.S. § 718.112(2)(j), as it may be amended from time to time. No Director shall continue to serve on the Board if, during the Board member's term of office, the Board member's membership in the Association is terminated for any reason.

3.6 Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt of the notice by the Association, unless it states some fixed date in the resignation, and then from the date so fixed. Acceptance of a resignation shall not be required to make it effective.

3.7 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within 10 days of the election at a place and time that shall be fixed by the Directors at the meeting at which they were elected and upon proper notice to the Directors and Unit Owners. The Board of Directors may meet immediately following the meeting at which they are elected for the purpose of electing officers and changing banking resolutions without further notice, except for an announcement at the Unit Owners' meeting.

3.8 Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director and Unit Owner personally by mail, telephone, or telegraph at least three days before the day named for the meeting, except in an emergency.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his or her absence, by the Vice President, and must be called by the Secretary at the written request of one third of the Directors. Notice of the meeting shall be given to each Director and Unit Owner personally or by mail, telephone, or telegraph. The notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than three days before the meeting, except in an emergency.

3.10 Waiver of Notice. Any Director or Unit Owner may waive notice of a meeting before, at, or after the meeting and that waiver shall be considered equivalent to the giving of notice. Attendance by any Director or Unit Owner at a meeting shall constitute a waiver of notice of the meeting, except when the Director's or Unit Owner's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.11 Quorum. A quorum at the meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a



quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is required by the Declaration, the Articles, or these Bylaws.

3.12 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting originally called may be transacted without further notice.

3.13 No Proxy. There shall be no voting by proxy at any meeting of the Board of Directors.

3.14 Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against the action or abstains from voting because of an asserted conflict of interest.

3.15 Absence of Director. A member of the Board of Administration may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

3.16 Attendance by Conference Telephone. When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

3.17 Meetings Open to Members. Meetings of the Board of Directors shall be open to all Unit Owners to attend, observe, and speak with reference to all designated agenda items. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

3.18 Presiding Officer. The presiding Officer at Board meetings shall be the President or, in his or her absence, the Vice President, and in his or her absence, the Directors present shall designate any one of their number to preside.

3.19 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection by any Association member or the authorized representative of the member and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

3.20 Executive Committee. The Board of Directors, by resolution, may appoint an

executive committee to consist of three or less members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Property during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to: (1) determine the common expenses required for the operation of the Property; (2) determine the assessments payable by the Unit Owners to meet the common expenses of the Property; (3) adopt or amend rules and regulations covering the details of the operation and use of the Property; (4) purchase, lease, or otherwise acquire Units in the Property in the name of the Association; (5) approve any actions or proposals required by the Declaration, the Articles, or these Bylaws to be approved by Unit Owners; or (6) fill vacancies on the Board of Directors. Meetings of the executive committee shall be open to Unit Owners and shall be noticed in the same manner as a regular board meeting.

3.21 Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.22 Order of Business. The order of business at meetings of Directors shall be:

- a. Calling of roll.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of Officers and committees.
- e. Unfinished business.
- f. New business.
- g. Adjournment.

3.23 Election of Directors by Unit Owners Other than Developer. Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, under the following schedule, pursuant to F. S. Section 718.301(1)(a)-(e):

a. When Unit Owners other than the Developer own 15% or more of the Units in the Property that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect one third of the members of the Board of Directors of the Association.

b. Unit Owners other than the Developer are entitled to elect a majority of the members of the Board of Directors of the Association on the earliest of the following events:

1. Three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers.

2. Three months after 90% of the Units that will be operated ultimately by the Association have been conveyed to purchasers.

3. When all the Units that will be operated ultimately by the Association have been completed, some of them have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business.

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

5. Seven years after recordation of the Declaration.

c. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5% of the Units in the Condominium. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

3.24 Relinquishment of Control. At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, or for the purposes of F. S. § 718.301 (4)(c) not more than 90 days thereafter, the Developer shall deliver to the Association at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer and the financial records and documents of the Association as described in F.S. § 718.301 (4), as amended from time to time. Nothing contained in these Bylaws shall be deemed to prevent the Developer from transferring control of the Association to Unit Owners other than the Developer before the occurrence of the events described in this subsection.

3.25 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Unit Owner may apply to the circuit court within whose jurisdiction the Property is situated for the appointment of a receiver to manage the affairs of the Association. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly-constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

#### IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Declaration, the Articles, and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when that approval specifically is required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, Management, and Operation of the Property.

4.2 Contract, Sue, or be Sued. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities.

4.3 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours as necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.

4.4 Make and Collect Assessments.

4.5 Lease, Maintain, Repair, and Replace the Common Elements.

4.6 Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Unit for any unpaid assessments with interest and for reasonable attorneys' fees, costs, and expenses incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Unit at the foreclosure sale and to hold, lease, mortgage, or convey it.

4.7 Purchase Unit. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Property and to acquire, hold, lease, mortgage, and convey them.

4.8 Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses common elements, subject to the grant of easements contained in the Declaration.

4.9 Purchase Land Any land may be purchased by the Association on the approval of two thirds of the voting interests of the Association.

4.10 Acquire Use Interest in Recreational Facilities. The Association may enter into agreements, acquire leaseholds, memberships, and other possessory or use interest in lands or facilities, such as country clubs, golf courses, marinas, and other recreational facilities, whether

contiguous to the Condominium property or not if (1) they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners and (2) if they exist or are created at the time the Declaration was recorded and are fully stated and described in the Declaration.

4.11 Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

4.12 Authorize Certain Amendments. If it appears that through a drafter's error in the Declaration that the common elements, common expenses, or common surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors or a majority of the voting interests.

4.13 Adopt Rules and Regulations. The Association may adopt reasonable rules and regulations for the operation and use of the common elements, common areas, and facilities serving the Property.

4.14 Maintain Official Records. The Association shall maintain all of the records, when applicable, set forth in Article IX of these Bylaws, which shall constitute the official records of the Association.

4.15 Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, and the Common Elements.

4.16 Furnish Annual Financial Reports to Members.

4.17 Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

4.18 Provide Certificate of Unpaid Assessment. Any Unit Owner or Unit mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Unit.

4.19 Pay Annual Fee to the Division of Florida Land Sales, Condominiums, and Mobile Homes for Each Residential Unit Operated by the Association.

4.20 Approve or Disapprove Unit Transfer and Impose Fee. The Association may charge a preset fee of up to \$100 in connection with the approval or disapproval of any proposed mortgage, lease, sublease, sale, or other transfer of a Unit in the Property as provided in the Declaration.

4.21 Contract for Operation, Maintenance, and Management of the Property.

4.22 Pay Taxes or Assessments Against Association Property, but not taxes or assessments

against individual Units, the Common Elements separately or the Condominium Property as a whole.

4.23 Pay Costs of Utilities Service Rendered to the Property and Not Billed Directly to Individual Unit Owners.

4.24 Employ Personnel. The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Property and may retain those professional services that are required for those purposes.

4.25 Impose Fines. The Board of Directors may impose fines on Unit Owners in reasonable sums as the Board may deem appropriate, not to exceed \$100.00 per violation or \$1,000.00 in aggregate for violations of the Declaration, these Bylaws, or lawfully adopted rules and regulations, by Owners, their guests, invitees, or tenants. See Section 7.9 of these By-Laws.

4.26 Suspend Approval for Delinquent Unit Owner. The Board of Directors may disapprove the prospective tenant of any Unit Owner as long as the Unit Owner is delinquent in the payment of assessments for Common Expenses.

4.27 Authorize Private Use of the Common Elements . The Board of Directors may authorize Unit Owners or others to use portions of the Common Elements, such as social rooms and meetings rooms, for private parties and gatherings. Reasonable charges may be imposed provided a lease is entered into between the Association and the Unit Owner.

4.28 Repair or Reconstruct Improvements After Casualties.

## V. OFFICERS

5.1 Executive Officers. The executive Officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, and an Assistant Secretary. The Officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect 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 or she shall have all of the powers and duties that usually are vested in the office of President of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he or she may determine appropriate. The President shall preside at all meetings of the Board.


5.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

5.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall support the Secretary and shall perform the Secretary's duties in the Secretary's absence.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, that, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.6 Compensation. The compensation, if any, of all Officers and other employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude contracting with a Director for the management of the Property.

## VI. FISCAL MANAGEMENT

 6.1 Board Adoption of Budget. The Board of Directors shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least 45 days before the end of each fiscal year.

6.2 Budget Requirements. The proposed annual budget of common expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- a. Administration of the Association.
- b. Management fees.

- c. Maintenance.
- d. Rent for recreational and other commonly used facilities.
- e. Taxes on Association property.
- f. Taxes on leased areas.
- g. Insurance.
- h. Security provisions.
- i. Other expenses.
- j. Operating capital.
- k. Other Fees.

l. Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, Property painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula based on estimated remaining useful life and estimated replacement cost of each reserve item.

6.3 Notice of Budget Meeting. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which the budget will be considered. The meeting shall be open to all the Unit Owners.

6.4 Budget Restraints on Developer. As long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the previous year's assessment without approval of a majority of all voting interests.

6.5 Accounting Records and Reports The Association shall maintain accounting records in the county in which the Property is located, according to good accounting practices. The records shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The records shall include, but are not limited to:

- a. Accurate, itemized, and detailed records of all receipts and expenditures.
- b. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.



c. All audits, reviews, accounting statements, and financial reports of the Association.

d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year. Within 60 days after the end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months.

6.6 Depository. The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons authorized by the Board of Directors.

6.7 Fidelity Bonding. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding.

## VII. ASSESSMENTS AND COLLECTION

7.1 Assessments, Generally. Assessments shall be made against the Units not less frequently than quarterly in the discretion of the Board of Directors. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against Units in the proportions or percentages provided in the Declaration.

7.2 Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for common expenses, as determined by the Board of Directors, shall be set forth in a written notice of the assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within the time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of the assessment. The funds collected under a special assessment shall be used only for the specific purpose or purposes set forth in the notice, or returned to the Unit Owners. Excess funds may be used to reduce the next year's annual assessments. On completion of the specific purpose or purposes, however, any excess funds shall be considered common surplus.

7.3 Charges for Other than Common Expenses. Charges by the Association against individual members for other than common expenses shall be payable in advance and the billing and collection thereof may be administered by the Association. Charges for other than common expenses may be made only after approval of a member or when expressly provided for in the Declaration. These charges may include, without limitation, charges for the use of the Association property, maintenance services furnished at the expense of a member, and other services furnished for the benefit of a member.

7.4 Liability for Assessments. Each Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Unit Owner. The Unit Owner and grantee are jointly and severally liable for all unpaid assessments that came due up to the time of transfer of title. A first mortgagee or its successor or assignee who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

- a. the Unit's unpaid common expenses and regular periodic assessments that accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- b. one percent of the original mortgage debt.

The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

A Unit Owner's liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the Unit for which the assessments are made.

7.5 Assessments; Amended Budget. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 Collection: Interest, Application of Payment. Assessments and installments on them, if not paid within 10 days after the date they become due, shall bear interest at the rate of 18% per year until paid. All assessment payments shall be applied first to interest and then to the assessment payment due. In addition, the Board of Directors may impose a reasonable late charge for any

assessment which is not paid within ten (10) days after the date it becomes due, not to exceed the amount specified in the Florida Condominium Act.

7.7 Lien for Assessment. The Association has a lien on each Unit to secure the payment of assessments, interest, late charges, and costs of collection. The lien is effective for one year after the claim of lien is recorded in the public records of Palm Beach County unless, within that time, an action to enforce the lien is commenced. The claim of lien shall secure all unpaid assessments that are due and that may accrue after the recording of the claim of lien and before the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. The lien's priority relates back to the recording date of the Declaration, except for an institutional first mortgage lien which has priority over any Association lien recorded after the recording of the institutional first mortgage, subject to Section 7.4 of these By-Laws.

7.8 Collection. Suit, Notice. The Association may bring an action to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Unit Owner of its intention to foreclose its lien at least 30 days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address.



7.9 Fines. The Association may levy reasonable fines against a Unit for the failure of the owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-Laws or reasonable rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day or a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied Units.

## VIII. ASSOCIATION CONTRACTS, GENERALLY

8.1 Fair and Reasonable; Cancellation. Any contracts made by the Association before the Unit Owners assume control from the Developer must be fair and reasonable. All contracts for the operation, maintenance, or management of the Association or property serving the Unit Owners, made by the Association, whether before or after assumption of control of the Association by the Unit Owners, must not be in conflict with the powers and duties of the Association or the rights of the Unit Owners. Contracts made by the Association before the Unit Owners assume control may be canceled by the Unit Owners after assumption of control in the manner and under the

circumstances as provided in the any contract which shall provide for cancellation without penalty or fee upon not less than sixty (60) days advance written notice.

8.2 Laundry-Related Vending Equipment. The Developer may obligate the Association under lease or other contractual arrangements for laundry-related vending equipment. The leases or agreements for the vending equipment may not be subject to cancellation by Unit Owners other than the Developer if those leases or agreements contain certain provisions as prescribed by the Act.

8.3 Escalation Clauses in Management Contracts Prohibited. No management contract entered into by the Association shall contain an escalation clause.

8.4 Requirements for Maintenance and Management Contracts. Written contracts for operation, maintenance, and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- a. Specification of the services, obligations, and responsibilities of the service provider.
- b. Specification of costs for services performed.
- c. An indication of frequency of performance of services.
- d. Specification of minimum number of personnel to provide the contracted services.
- e. The disclosure of any financial or ownership interest that the Developer has in the service provider, if the Developer is in control of the Association.

## IX. ASSOCIATION OFFICIAL RECORDS

The Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the official records of the Association:

- a. A copy of the plans, permits, warranties, and other items relating to construction of the Property.
- b. A photocopy of the recorded Declaration and all amendments thereto.
- c. A photocopy of the recorded Bylaws of the Association and all amendments thereto.
- d. A certified copy of the Articles of Incorporation of the Association and all amendments thereto.
- e. A copy of the current rules of the Association.

f. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven years.

g. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Unit's ownership, together with a copy of any mortgage on the Unit and any satisfaction of that mortgage.

h. All current insurance policies of the Association.

i. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.

j. Bills of sale or transfer for all property owned by the Association.

k. The accounting records required in 6.5.

l. Ballots, sign-in sheets, and voting proxies, which shall be maintained for a period of one year from the date of the election, vote, or meeting to which the proxy relates.

m. All rental records when the Association is acting as agent for the rental of Units .

n. All other records of the Association not specifically included in the foregoing that are related to the operation of the Association.

The official records of the Association shall be maintained within the State of Florida and shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. The Association shall provide the records within 10 working days after receipt of a written request. The failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. Copies of the Declaration, Articles of Incorporation, Bylaws, rules, and all amendments to each of the foregoing shall be made available to Unit Owners and prospective purchasers on payment by Unit Owners and prospective purchasers of the actual costs for preparing and furnishing these documents to those requesting the same.

## X. OBLIGATIONS OF OWNERS

10.1 Violations, Notice, Actions. In the case of a violation (other than the nonpayment of

an assessment) by a Unit Owner of any of the provisions of the Declaration, the Articles, these Bylaws, or any lawfully adopted rules and regulations, the Association by direction of its Board of Directors may transmit to the Unit Owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of ten (10) days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

- a. File an action to recover for its damages on behalf of the Association or on behalf of other Unit Owners.
- b. File an action for injunctive relief requiring the offending Unit Owner to take or desist from taking certain actions.
- c. File an action for both damages and injunctive relief.

A Unit Owner may bring an action against the Association or any Director for damages, injunctive relief, or both, if the Association or a Director willfully and knowingly fails to comply with the provisions of the Declaration, the Articles, these Bylaws, or the rules and regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under Section 4.25 of these Bylaws.

10.2 Attorneys' Fees. In any action brought under the provisions of Section 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

## XI. LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Property during the period of membership nor impair any rights or remedies that the Association may have against the former member arising out of membership and his or her covenants and obligations incident to that membership.

## XII. LIMITATIONS ON UNIT OWNER LIABILITY FOR USE OF COMMON ELEMENTS

Each Unit Owner may be personally liable for the acts or omissions of the Association relating to the use of the Common Elements. That liability shall be shared with other Unit Owners in the same percentages as their respective interests in the Common Elements. No individual Unit Owner's liability shall exceed the value of his or her Unit.

## XIII. PARLIAMENTARY RULES

ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration, the Articles, or these Bylaws.

#### XIV. RULES AND REGULATIONS

14.1 Board May Adopt. The Board of Directors from time to time may adopt and amend reasonable rules and regulations governing the details of the use and operation of the Property, Association Property, and Common Elements.

14.2 Furnishing Copies. A copy of the rules and regulations adopted from time to time by the Board of Directors, and any amendments to existing rules and regulations, shall be furnished to each Unit Owner. No rule, regulation, or amendment shall become effective until 30 days after delivery, except in the case of an emergency, in which case the rule, regulation, or amendment shall become effective immediately on delivery.

14.3 Limitations on Authority. The Board of Directors may not unreasonably restrict any Unit Owner's right to peaceably assemble or to invite public officers or candidates for public office to appear and speak in Association property or common areas. The Board may not deny any tenant or owner access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services within the same franchise or license area.

14.4 Reasonableness Test. Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness, and peace of mind of the Unit Owners and uniformly applied and enforced.

#### XV. RESTRICTIONS ON AND REQUIREMENTS FOR USE, MAINTENANCE, AND APPEARANCE OF UNITS

15.1 Where Contained. Restrictions on the use, maintenance, and appearance of the individual Units shall be as stated in the Declaration and no amendments to the restrictions shall be contained elsewhere than in the Declaration as adopted by a vote of the Unit Owners conducted in the manner prescribed in these Bylaws.

15.2 Tests for Validity of Restrictions. Restrictions contained in the Declaration and any amendments duly adopted by a vote of the Unit Owners shall be valid and in the nature of covenants running with the land, unless it is shown that they (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional right.

#### XVI. PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order

of priorities shall be, from highest priority to lowest:

- a. Florida Statutes, Chapter 718, as amended from time to time.
- b. Florida Statutes Chapter 617, as amended from time to time.
- c. The Declaration.
- d. The Articles.
- e. These Bylaws.
- f. The Rules and Regulations.

#### XVII. INDEMNIFICATION

Every Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he or she may be a party, or in which he or she may become involved by reason of being or having been an Officer or Director of the Association, whether or not an Officer or Director at the time the expenses are incurred. The Officer or Director shall not be indemnified if adjudged guilty of gross negligence or willful misconduct or if he or she shall have breached the fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or Officer may be entitled.

#### XVIII. AMENDMENTS

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

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

18.2 Adoption. An amendment may be proposed either by a majority of the Board of Directors or by not less than one third of the voting interests of the Association. The amendment shall be adopted if it is approved by not less than sixty percent (60%) of the voting interests of the Association.

18.3 Limitation. No amendment shall be made that is in conflict with the Declaration, nor shall any amendment abridge, alter, or amend the rights of the Developer or mortgagees of Units without their consent.



18.4 Recording. A copy of each amendment shall be attached to or included in a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate, which shall identify the first page of the book and page of the public records where the Declaration operated by the Association is recorded, shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county where the Declaration is recorded.

18.5 Format. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER .... FOR PRESENT TEXT."

## XIX. CONSTRUCTION

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

The foregoing were adopted as the Bylaws of DUVALL PLACE CONDOMINIUM ASSOCIATION, INC. on .....

DUVALL PLACE CONDOMINIUM  
ASSOCIATION, INC.

ATTEST:

\_\_\_\_\_  
Secretary

By: *[Signature]*

\_\_\_\_\_  
President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was sworn to, subscribed and acknowledged before me this 6<sup>th</sup> day of September, 2005 by the President of Duvall Place Condominium Association, Inc., who (please check one)

☒ is (are) personally known to me OR

\_\_\_\_\_ has (have) produced \_\_\_\_\_ as identification and he/she/they (please check one)

\_\_\_\_\_ did take an oath

☒ did not take an oath

My Commission Expires

*[Signature]*  
\_\_\_\_\_  
Notary Public



Martha J Hugo  
My Commission DD224938  
Expires June 26, 2007

**EXHIBIT "E"**

**To the Declaration of Condominium  
of Duvall Place**

Percentages of Ownership of the Common Elements and Common Surplus and obligation to pay  
Common Expenses.

Total Unit square footage = 19,301 square feet

Unit No. 1 (2,521 square feet) = 13.06%  
Unit No. 2 (2,341 square feet) = 12.13%  
Unit No. 3 (2,301 square feet) = 11.92%  
Unit No. 4 (2,333 square feet) = 12.09%  
Unit No. 5 (2,541 square feet) = 13.17%  
Unit No. 6 (2,257 square feet) = 11.69%  
Unit No. 7 (2,497 square feet) = 12.94%  
Unit No. 8 (2,510 square feet) = 13.00 %

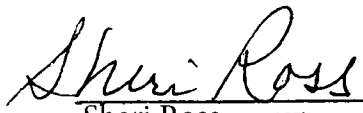
Total = 100%

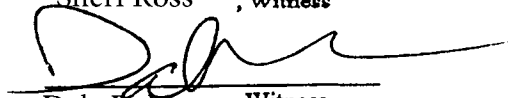
This instrument prepared by:  
V. Claire Wyant-Cortez, Esquire  
WYANT-CORTEZ & CORTEZ, CHARTERED  
840 US Highway One, Suite 345  
North Palm Beach, FL 33408  
(561) 627-0009

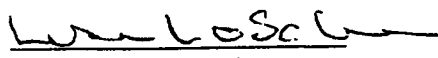
**CERTIFICATE OF AMENDMENT TO  
RULES AND REGULATIONS OF  
DUVALL PLACE CONDOMINIUM ASSOCIATION, INC.**


THE UNDERSIGNED HEREBY CERTIFY that the attached amendment(s) to the Association's Amended and Restated Rules and Regulations recorded at Official Record Book 34368, Pages 123 through 131, Public Records of Palm Beach County, Florida for Duvall Place, a Condominium, whose Declaration of Condominium is recorded at Official Record Book 19204, Page 0699, Public Records of Palm Beach County, Florida, as amended from time to time, and incorporated herein as Exhibit "A" to this Certificate and were duly adopted by a vote of the board of directors at a properly noticed meeting on January 30, 2025.

**WITNESSES:**

  
\_\_\_\_\_  
Sheri Ross, Witness

  
\_\_\_\_\_  
Dale Robinson Witness

  
\_\_\_\_\_  
Lisa Loschiano Witness

  
\_\_\_\_\_  
Alexandra Spingarn Witness

**DUVALL PLACE CONDOMINIUM  
ASSOCIATION, INC.**

  
\_\_\_\_\_  
Lawrence Burstein, President

**Attest:**

  
\_\_\_\_\_  
Neil Hassett, Secretary

STATE OF FLORIDA                    )  
  )  
COUNTY OF PALM BEACH        )

SS:

The foregoing instrument was sworn to and subscribed before me by means of [ ☒ ] physical presence or [ ] online notarization, by Lawrence Burstein, as President of Duvall Place Condominium Association, Inc., who is [ ☒ ] personally known to me or [ ] produced \_\_\_\_\_ as identification on 3/10, 2025.



Jane M Brock  
Notary Public, State of Florida  
Printed Name:

STATE OF FLORIDA                    )  
  )  
COUNTY OF PALM BEACH        )

SS:

The foregoing instrument was sworn to and subscribed before me by means of [ ☒ ] physical presence or [ ] online notarization, by Neil Hassett, as Secretary of Duvall Place Condominium Association, Inc., who is [ ☒ ] personally known to me or [ ] produced \_\_\_\_\_ as identification on 3/18, 2025.



Jane M Brock  
Notary Public, State of Florida  
Printed Name:

**THE AMENDED AND RESTATED  
RULES AND REGULATIONS OF  
DUVALL PLACE CONDOMINIUM ASSOCIATION, INC.**

**Language that is stricken is deleted**  
**Language that is underlined is added.**

The Board of Directors of Duvall Place Condominium Association hereby states that the Amended and Restated Rules and Regulations of Duvall Place Condominium Association, Inc. recorded at Official Record Book 34368, Pages 123 through 131, Public Records of Palm Beach County, Florida, are hereby amended with regards to Rule and Regulation #28.f pursuant to Article XIV of the Declaration of Condominium for Duvall Place, a condominium, recorded at Official Record Book 19204, Page 0699, Public Records of Palm Beach County, Florida, as follows:

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the limited common elements, and the condominium units shall be deemed in effect until amended by the Board of Directors of the association and shall apply to and be binding upon all condominium unit owners. The condominium unit owners, residents, occupants, and guests shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, lessees and persons over whom they exercise control and supervision. These rules and regulations will apply equally to owners, their families, guests, domestic help, and lessees. These rules and regulations do not purport to constitute all of the restrictions affecting the condominium and common property. Owners shall be responsible for the actions of their children and their guests. Reference should be made to the condominium and community association documents. Said Rules and Regulations are as follows:

1. The sidewalks, entrances, passages, vestibules, stairways, corridors, halls and all of the common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, tricycles, bicycles, wagons, scooters, skateboards, shopping carts, chairs, benches, tables, or any other object of a similar nature be stored therein. Children shall not play or loiter in or upon any common area including, but not limited to, walkways, halls, stairways or other public areas. Reasonable supervision is required at all times when children are playing in common areas.

2. The personal property of all unit owners shall be stored within their condominium units or assigned storage locker(s).

3. No garbage cans, supplies, bottles, or other articles shall be placed in the walkways, halls, on the balconies, terraces or patios, in the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, terraces, balconies or patios, or be exposed to view from any part of the limited common elements or common elements. Fire exits shall not be obstructed in any manner and the common elements shall be kept free and clear of rubbish, debris, and other unsightly material.

4. No unit owner shall allow anything whatsoever to fall from the windows, terraces, balconies or patios of the premises nor shall they sweep or throw from their unit any dirt or other substances outside of their unit.

5. Refuse and bagged garbage shall be deposited only in the area provided therefor. All bulk items, including but not limited to construction trash and debris, that are not picked up by the sanitation service must be removed from the premises at the owner's expense. In no event shall trash be placed outside the trash

receptacles. It is the condominium user's responsibility to dispose of items that do not go into receptacles. Toxic or hazardous waste products, such as poisons, paints, petroleum products, cleaning fluids, etc. shall not be placed in trash receptacles, stored in storage bins, or disposed of in or around The Condominium. All such toxic or hazardous waste products must be properly disposed of according to city, county, state and federal law. No explosive material or substance, including but not limited to gasoline, kerosene, naphtha or benzine or the like shall be stored or kept on the condominium property or within a Condominium.

6. The use of motor vehicles / trucks / boats / trailers / motor homes / buses / motorcycles and other such vehicles shall be regulated as follows:

a. A commercial vehicle is any car, truck, van, panel truck, or any other vehicle used for the conduct of business or commercial purposes, except passenger cars used solely for the transportation of people, and not for the transportation of any goods, supplies, tools of a trade or business products if these items are visibly exposed.

b. No guest parking or commercial/service vehicle (owner vendor) parking in the garage unless parked in owner's parking spot. Commercial vehicles and vehicles bearing a commercial sign or display, shall not be permitted to park on the common elements or the limited common elements within the gated area or outside the gated area of The Condominium without prior Board approval. Notwithstanding the foregoing, commercial vehicles providing necessary services to the residents of The Condominium may park in The Condominium but for only that period of time required to provide said necessary services. "Necessary services" as referred to in the preceding sentence are defined as any services provided by a government agency (including but not limited to the U.S. Postal Service, police, fire/rescue, etc.), non-profit agency, at the request of a resident, and other services, for a fee and which are requested by a resident of The Condominium for the benefit of that resident, their family, guests or the unit being serviced, commercial vehicles or other vehicles as otherwise prescribed herein may park on The Condominium property outside the gated area as approved by the Board pursuant to the policies of the Board of Directors.

It is the intention of this rule to reduce, to a minimally necessary level, the commercial vehicle traffic using the parking facilities of The Condominium, by allowing only such commercial vehicles of third-party providers of necessary services to park for the minimally required time. This rule disallows parking and use of the roads of The Condominium by residents, their agents and employees, in furtherance of any commercial enterprise in which they may be employed or with which they may be otherwise associated.

Notwithstanding any restrictions on commercial vehicles to the contrary in this rule, passenger motor vehicles bearing the insignia of and actually used by the Florida Highway Patrol, Palm Beach County Sheriff's Department or any law enforcement agency, fire department or an emergency medical facility, fully authorized to operate in Palm Beach County, Florida, may park in The Condominium, subject to the same terms and conditions governing the parking of private passenger motor vehicles.

c. No boats on trailers, boat trailers, trailers, recreational vehicles, motor homes, buses, and trucks over 3/4 tons are allowed to park on Association property.

d. Parking is permitted on designated paved areas which are designated for that purpose or posted parking areas only. Each unit is limited to two parking spaces per unit. Vehicles using appropriate parking areas shall park, front end forward (no backing in), in said parking space(s). Driving, or parking on grassy areas, except where designated, or parking a vehicle other than front end forward in an approved space, is not allowed at any time for any reason. Vehicles shall not be parked so close to trash receptacles so as to prevent waste collection.

e. No vehicle belonging to an owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such a manner as to impede or prevent ready access to another owner's parking space.

f. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking regulations posted in parking areas and any other traffic regulations promulgated in

- the future for the safety, comfort and convenience of owners and residents.
- g. Motorized vehicles that cannot operate under their own power shall not remain on the property for more than twenty-four hours without express written approval of the Board of Directors.
  - h. All vehicles must bear a valid, current license tag and must be properly registered with the appropriate motor vehicle department. Motorized vehicles which are not legal for use on public roadways (e.g., ATV, go-carts, or the like) are not permitted to be used on Condominium property.
  - i. There shall be no assembling or disassembling of motor vehicles, boats, boat motors or trailers within The Condominium, except for ordinary maintenance such as the changing of a tire or battery. For the purposes of this rule, ordinary maintenance does not include the changing of oil, lubricants or any other fluids of a motor vehicle.
  - j. Damage done to the common areas, including but not limited to the pavers as a result of oil leaks, motorcycle kickstands, etc., shall be the responsibility of the owner and the lessee of the unit who themselves, a family member, guest or visitor created said damage.
  - k. All vehicles must be equipped with appropriate noise muffling devices in accordance with county and city ordinances. The Association shall be authorized to bar from the Condominium any motorcycle or other motor vehicle that operates so as to disturb others. Except in an emergency, Condominium owners shall not cause or permit the blowing of any horn from any vehicle which they, their family, guests, tenants or employees shall be responsible, therefore.
  - l. Motorcycles shall not be parked or placed in any area other than in the parking areas designated for that purpose. No motorcycle shall be allowed to be driven upon common areas other than roadways or parking areas.
  - m. Owners or their tenant(s), family, guests must park in the owner's two (2) parking spaces. Parking in areas not designated for that purpose, or on any unpaved area will result in the offending vehicle being towed away at the owner's expense, and at the option of the Association, the imposition of a fine or any other remedy allowed by the Rules, By-Laws or by the Declaration of Covenants, Conditions and Restrictions of the Condominium.
  - n. A vehicle in violation of any of the provisions of this Regulation may be towed at the option of the Association, at the owner's / tenant's expense. In addition to the above, the owner / tenant of the Condominium responsible for said vehicle shall be liable for fine or any other remedy allowed in these documents, including reasonable attorney's fees for the enforcement of this provision. Condominium owners are strictly responsible to ensure that their representatives, employees, agents, guests, visitors, etc., or any other occupants of the Condominiums comply with these rules and as such are responsible and liable to the Association for violations.
  - o. The remedies available to the Association stated herein shall be in addition to any other remedies permitted pursuant to Florida law or under the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions and By-Laws of the Association.
7. Employees or vendors of the association shall not be dismissed or otherwise directed to leave the condominium premises by any unit owner or resident 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 or vendors of the association.
8. The parking facilities shall be used in accordance with the regulations adopted by the Board of Directors as amended from time to time.
9. No unit owner shall make or permit any noises by themselves, their family, employees, agents, visitors and licensees, or tenants, which disturb others, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of another unit owner, or occupant. No unit owner or other occupant 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 their unit, in such manner as to disturb or annoy other occupants of the condominium property. All party(s) shall lower the volume as to the foregoing from 10:00

p.m. through 9:00 a.m. of each day to such a level as sound cannot be heard from outside of the condominium unit. If such noise-producing items are used at or in the vicinity of the pool, they must be used only with earphones.

10. Exterior installations/ appendages. This restriction is created in order to enhance the aesthetic character, property values, quality of life and well-being and safety of the unit owners, and the condominium property by maintaining conformity in exterior appearance of units and the condominium property unobstructed by antennas, satellite dishes or other appendages to units, and by reducing hazards to persons or property through accidents or injuries caused thereby and/or from storm driven material. Appendages are defined as any protrusion, attachment or addition to the exterior of a unit, whether or not permanently affixed, except those protrusions, attachments or additions which are common to and part of the condominium property plan of development. Therefore, radio or television installation, or other wiring or any other antenna of any type or nature, or any other appendage(s) shall be made without the written consent of the Board of Directors. Any antenna or aerial or other appendage, whether permanently installed or temporary, erected or installed or placed on the exterior walls, patio, balcony or terrace of a unit or on the limited common elements or common elements of the condominium property, which includes but is not limited to the roof, without the consent of the Board of Directors, in writing, is liable to removal without notice and at the cost of the unit owner or occupant for whose benefit the installation was made.

11. 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, limited common elements or condominium property by any unit owner or occupant without written permission of the association. The foregoing includes signs within a unit which are visible from outside the unit and the foregoing includes posters, advertisements, or circulars upon the condominium property, including common elements, limited common elements, units or vehicles parked upon the condominium property, and distributing advertisements or circulars to units within the condominium. No article shall be hung or shaken from the doors or windows or placed upon the outside windowsills of the units.

12. No awning, canopy, window guards, light reflective materials, fans or air conditioning units, shutter or other projection, shall be attached to or placed upon the outside walls or doors or roofs of the building without the written consent of the Board of Directors of the association. All window coverings must be such color as the association determines in its sole discretion. Terraces, balconies or patios may not be enclosed nor anything affixed to the walls within such terraces, balconies or patios except with the prior written consent of the association and said consent may be given as to certain units and not given as to other. The type of screening or enclosure and the manner of installation as to balconies, terraces and patios is subject to the written consent of the board of Directors of the association. Specifications for hurricane shutters/protections shall be uniform as set by the Board of Directors from time to time and must comply with the applicable building code.

13. The association may retain a 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 of Directors of the association. Where such consent is given, the unit owner shall provide the association with an additional key for the use of the association, pursuant to its right of access.

14. No cooking shall be permitted on any terrace, balcony or patio, nor on the limited common elements nor on the condominium property, except in such area, if any, designated by the Board of Directors of the association, to wit: the BBQ area. Where such cooking is permitted, the association shall have the right to promulgate rules and regulations as to the time and the type of cooking that may be permitted, as well as the location, should they determine to authorize same. No grills are allowed except the grill provided by the Association in the BBQ area.

15. Complaints regarding the services provided to the condominium property shall be made in



writing to the Board of Directors of the association.

16. No inflammable, combustible or explosive fluids, chemical or substance shall be kept in any unit or limited common element or common element except such as are required for normal household use. Nothing shall be done or kept in any unit or in the common elements or limited common elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the directors. No owner will permit anything to be done or kept in the owner's unit or in the common elements or limited common elements that will result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.

17. Payments of assessments shall be made at such location as the Board may designate from time to time.

18. Each unit owner who plans to be absent from their unit during the hurricane season must prepare their unit prior to their departure by:

- A. Removing all furniture and other objects from their terrace, balcony or patio; and
- B. Designating a responsible manager, management company or individual to care for their unit should the unit suffer hurricane damage and furnishing the association with the name and contact information of their manager, management company or individual. Such manager, management company or individual shall contact the association for clearance to install or remove hurricane shutters as such shall be subject to the approval of the Board of Directors of the association.

19. These Rules and Regulations, as herein established and as hereafter added, deleted, modified or amended from time to time by the Board of Directors are part and parcel of the Declaration of Condominium and shall be enforceable as such.

20. The Board of Directors of the association reserves the right to make additional Rules and Regulations as may be required from time to time without consent of the condominium association and its members. These amended or additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

21. Rules and Regulations as to the use of the recreational facilities and recreation area within the condominium property shall be posted and each unit owner, occupant, guest, licensee, employee, agent, or subcontractor, shall observe all Rules and Regulations relating thereto.

22. No clothesline or similar device shall be permitted on any portion of the condominium property, including limited common elements areas, nor shall clothes be hung anywhere except in such areas as are designated by the Board of Directors of the association.

23. Persons moving furniture and other property into and out of units must use the designated access door into the condominium. All such moving must take place Mondays through Saturdays during reasonable hours. Moving vans and trucks used for this purpose will remain on condominium property only when actually in use. All damage caused by the moving or carrying of any articles herein or any other cause by an owner, their lessees or guests, shall be the financial responsibility of the unit owner. Use of the south elevator only is allowed for moving and must be protected with moving pads. At no time may the north elevator be used for moving.

24. Repair, construction, decorating, or remodeling work will be done on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only, and the rules for decorators and subcontractors must be complied with.

25. POOL RULES

- a. Pool hours are from 9:00AM to 9:00PM
- b. All persons using the pool must be properly attired.
- c. Bathing caps are to be worn by all persons having long hair.
- d. You must shower before entering the pool.
- e. Floats or similar items (other than swimming aids) are not permitted in the pool.
- f. No pets are permitted in the pool or in the pool area.
- g. Children under the age of 14 must be accompanied by a responsible adult.
- h. No glass containers/bottles are allowed in the pool or in the pool area. No beverages or food are allowed within the pool.

26. RULES FOR UNIT OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING, AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; LOCATION FOR POSTING NOTICES OF MEETINGS

A. RIGHT TO SPEAK:

1. To the maximum extent practicable, the posted board meeting agenda for each meeting will list the substance of the matters and actions to be considered by the board.
2. Robert's Rules of Order (latest edition) will govern the conduct of the association meeting when not in conflict with the declaration of condominium, the articles of incorporation, or the bylaws.
3. After each motion is made and seconded by the board members, the meeting chairperson will permit unit owner participation regarding the motion on the floor. Such time may be limited depending on the complexity and effect on the association.
4. Unit owner participation will not be permitted after reports of officers or committees unless a motion is made to act on the report, or the chairperson determines that it is appropriate or is in the best interest of the association.
5. A unit owner wishing to speak must first raise his or her hand and wait to be recognized by the chairperson.
6. While a unit owner is speaking, he or she must address only the chairperson; no one else is permitted to speak at the same time.
7. A unit owner may speak only once for not more than three minutes, and only on the subject or motion on the floor.
8. The chairperson, by asking if there is any objection and hearing none, may permit a unit owner to speak for longer than three minutes, or to speak more than once on the same subject. The objection, if any, may be that of a board member only, and if there is an objection the question will be decided by board vote.
9. The chairperson will have the sole authority and responsibility to see to it that all unit owner participation is relevant to the subject or motion on the floor.

B. RIGHT TO VIDEO OR AUDIOTAPE:

1. Audio and video equipment and devices that unit owners are authorized to use at any such meeting must not produce distracting sound or light emissions.
2. Audio and video equipment will be assembled and placed in a location that is acceptable to the board or the committee before the beginning of the meeting.
3. Anyone videotaping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.
4. At least 24 hours' advance written notice will be given to the board by any unit owner desiring to use any audio/video equipment to record a meeting.

27. Pets/Animals shall be regulated as follows:

- a. All animals (pets, emotional support animals and service animals) must be registered with the Association. Any animal found not to be registered with the office, are subject to fines and/or removal as determined by the Board of Directors.
- b. Animals are always the responsibility of the Unit Owner.
- c. All owners of animals are to be held accountable for their animal's behavior and or violations of the Association's governing document and/or Rules and Regulations as amended from time to time.
- d. The refuse/waste of all animals must be picked up immediately.
- e. All animals must be kept leashed, which leash must be appropriate size of the animals, not to exceed six (6) feet in length and to be attached to the animal and in actual control of an individual with the ability to always control such animal when outside a Unit within the Association and/or when on Common Area within the Association.
- f. A maximum of ~~one (1)~~ two (2) domesticated pets not to exceed twenty-five (25) pounds each (except regarding quantities of fish) may be maintained in a Unit provided such pet(s) is(are): (a) permitted to be so kept by Law, (b) not left unattended on patios or balconies, (c) generally, not a nuisance to residents of other Units or of neighboring buildings and (d) not a breed considered by the Board to be dangerous or a nuisance to include, but not limited to, no potbellied pigs, snakes, American Pit Bull Terrier, American Staffordshire Terrier, American Bully, Staffordshire Bull Terrier, Doberman Pincher, German Shepherd, Rottweiler, Weimaraner any and of the Mastiff breeds or any mixed breed dog whose DNA contains any of the aforementioned breed; provided neither ~~Developer~~ the Board nor Association shall be liable for any personal injury, death, or property damage resulting from violating the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless ~~Developer~~, the Board, each Unit Owner and Association in such regard. Any landscaping damage or other damage to the Common Elements caused by a ~~Unit Owner's pet~~ an animal residing in a Unit must be promptly repaired by the animal's owner or Unit Owner. Association retains the right to ~~effect~~ make said repairs and charge the Unit Owner ~~where the animal resides for the cost of such repairs~~ therefor.
- g. Animals must be properly vaccinated and licensed submitting annual proof of required vaccines to the Association.
- h. Animals are not to be kept on balconies unattended at any time.
- i. All animals are expressly prohibited from the recreational areas.
- j. No animal may be kept that would create a nuisance shall be made by the Board of Administration. The Board's decision shall be conclusive and binding.

28. Water closets, toilets, showers, bathtubs, water heaters, dishwashers, sinks and other water apparatus in the building or in any unit shall not be used for any purposes other than those for which they were constructed. Any damage resulting from misuse of any Water closets, toilets, showers, bathtubs, water heaters, dishwashers, sinks and other water apparatus shall be paid for by the owner in whose unit it shall have been caused.

29. No owner shall request or cause any employee of the Condominium Association to do any private business of the owner, except as shall have been approved in writing by the Condominium Association.

30. The owners shall not be allowed to put their names on any entry of the units or mail receptacles appurtenant thereto, except in the proper places and in the manner prescribed by the Condominium Association for such purposes.

This instrument prepared by:  
V. Claire Wyant-Cortez, Esquire  
WYANT-CORTEZ & CORTEZ, CHARTERED  
840 US Highway One, Suite 345  
North Palm Beach, FL 33408  
(561) 627-0009

**CERTIFICATE OF AMENDMENT  
TO THE BYLAWS OF**

**DUVALL PLACE CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED HEREBY CERTIFY that the BYLAWS of Duvall Place Condominium Association, Inc., recorded at Official Record Book 19204, Page 699 (at Page 769), Public Records of Palm Beach County, Florida as Exhibit "D" to the Declaration of Condominium of Duvall Place, are hereby Amended as follows:

(Additions shown by "underlining" – Section 4.29 is added // NEW)

**ARTICLE IV**

All of the powers and duties of the Association existing under the Declaration, the Articles, and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when that approval specifically is required. The powers and duties of the Board shall include, but shall not be limited to, the following:

[NEW] **4.29 Borrow Funds. The Board may borrow funds on behalf of the Association in the form of a loan or a line of credit in connection with discharging its duties including but not limited to the operation, care, upkeep and maintenance of the Common Elements.**

Said amendment was duly adopted by not less than sixty percent (60%) of the voting interests of the entire membership at a duly called meeting on October 21, 2021

Dated this 8<sup>th</sup> day of November, 2021.

WITNESSES:

V. Claire Wyant-Cortez  
Signed on 2021/11/08 12:00:13 -8:00

V. Claire Wyant-Cortez, Witness

Vicki Weiner  
Signed on 2021/11/08 12:00:13 -8:00

Vicki Weiner, Witness

V. Claire Wyant-Cortez  
Signed on 2021/11/08 12:00:13 -8:00

V. Claire Wyant-Cortez, Witness

Vicki Weiner  
Signed on 2021/11/08 12:00:13 -8:00

Vicki Weiner, Witness

DUVALL PLACE  
CONDOMINIUM ASSOCIATION, INC.

William Thornton  
Signed on 2021/11/08 12:00:13 -8:00

WILLIAM THORNTON, President

Attest:

Robert Buoniconti  
Signed on 2021/11/08 12:00:13 -8:00

ROBERT BUONICONTI, Secretary



STATE OF FLORIDA                     )  
  )  
COUNTY OF PALM BEACH            )


SS:

The foregoing instrument was sworn to and subscribed before me by means of [ ] physical presence or [X] online notarization, this 8<sup>th</sup> day of November, 2021 by WILLIAM THORNTON, as President of Duvall Place Condominium Association, Inc., who is [ ] personally known to me or [X] produced Valid Driver's License as identification.

[Notary Seal]



Notarial act performed by audio-visual communication

  
Signed on 2021/11/08 12:00:13 -00

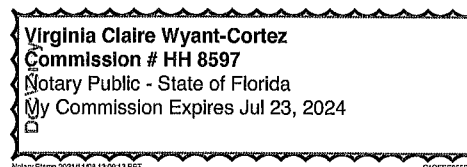
Virginia Claire Wyant-Cortez

STATE OF FLORIDA                     )  
  )  
COUNTY OF PALM BEACH            )

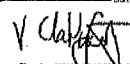
SS:

The foregoing instrument was sworn to and subscribed before me by means of [ ] physical presence or [X] online notarization, this 8<sup>th</sup> day of November, 2021 by ROBERT BUONICONTI as Secretary of Duvall Place Condominium Association, Inc., who is [ ] personally known to me or [X] produced Valid Driver's License as identification.

[Notary Seal]



Notarial act performed by audio-visual communication

  
Signed on 2021/11/08 12:00:13 -00

Virginia Claire Wyant-Cortez

B41DE995-2757-4601-A54E-E81858DD288A --- 2021/11/08 10:02:19 -8:00 --- Remote Notary



This instrument prepared by:  
V. Claire Wyant-Cortez, Esquire  
WYANT-CORTEZ & CORTEZ, CHARTERED  
840 US Highway One, Suite 345  
North Palm Beach, FL 33408  
(561) 627-0009

CFN 20210528016  
OR BK 33059 PG 1518  
RECORDED 11/17/2021 11:35:58  
Palm Beach County, Florida  
AMT  
Joseph Abruzzo  
Clerk.  
Pgs 1518-1519; (2Pgs)

**CERTIFICATE OF AMENDMENT  
TO THE ARTICLES OF INCORPORATION OF  
DUVALL PLACE CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED HEREBY CERTIFY that the Articles of Incorporation of Duvall Place Condominium Association, Inc., filed with the State of Florida, Division of Corporations, on August 2, 2016 (Document Number N04000001128) and recorded at Official Record Book 19204, Page 699 (at Page 763), Public Records of Palm Beach County, Florida, is hereby Amended as follows:

(Additions shown by "underlining", deletions shown by "~~strikeout~~")

**ARTICLE VI. POWERS**

**The Association shall have the powers enumerated in Chapter 718 of the Florida Statutes 718.111, as may be amended from time to time, and as set forth in the Declaration of Condominium and the Bylaws.**

Said amendment was duly adopted by not less than two-thirds (2/3rds) of the voting interests of the entire membership at a duly called meeting on October 21, 2021

Dated this 8<sup>th</sup> day of November, 2021.

**WITNESSES:**

V. Claire Wyant-Cortez  
Signed on 2021/11/08 12:09:13 -000

V. Claire Wyant-Cortez, Witness

Vicki Weiner  
Signed on 2021/11/08 12:09:13 -000

Vicki Weiner, Witness

V. Claire Wyant-Cortez  
Signed on 2021/11/08 12:09:13 -000

V. Claire Wyant-Cortez, Witness

Vicki Weiner  
Signed on 2021/11/08 12:09:13 -000

Vicki Weiner, Witness

**DUVALL PLACE  
CONDOMINIUM ASSOCIATION, INC.**

William Thornton  
Signed on 2021/11/08 12:09:13 -000

WILLIAM THORNTON, President

Attest:

Robert Buoniconti  
Signed on 2021/11/08 12:09:13 -000

ROBERT BUONICONTI, Secretary



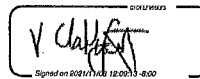
STATE OF FLORIDA                     )  
  )  
COUNTY OF PALM BEACH            )        ss:

The foregoing instrument was sworn to and subscribed before me by means of [ ] physical presence or [X] online notarization, this 8<sup>th</sup> day of November, 2021 by WILLIAM THORNTON, as President of Duvall Place Condominium Association, Inc., who is [ ] personally known to me or [X] produced Valid Driver's License as identification.

[Notary]



Notarial act performed by audio-visual communication



Virginia Claire Wyant-Cortez

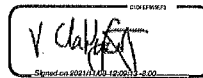
STATE OF FLORIDA                     )  
  )  
COUNTY OF PALM BEACH            )        ss:

The foregoing instrument was sworn to and subscribed before me by means of [ ] physical presence or [X] online notarization, this 8<sup>th</sup> day of November, 2021 by ROBERT BUONICONTI as Secretary of Duvall Place Condominium Association, Inc., who is [ ] personally known to me or [X] produced Valid Driver's License as identification.

[Notary Seal]



Notarial act performed by audio-visual communication



Virginia Claire Wyant-Cortez

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