

**Amendment to Paragraph 10 of the
2003 Amendment to Rules and Regulations**

Parking:

Only automobiles designed primarily to carry passengers, not cargo, are permitted to park in building two parking areas. Pick up trucks, other vehicles with open beds, boats, boat trailers, house trailers and campers are not permitted to park on condominium property, the common elements or limited common elements except commercial vendors while working on repairs within the building or making deliveries. Vehicle sizes may not exceed those which will fit within the unit's carport. No vehicle may be parked on condominium property if the owner of said vehicle is not a resident or guest. Any vehicle which cannot operate on its own power or which does not have a current license and registration may not remain on condominium property for more than 24 hours. No repair of vehicles shall be performed on condominium property. Each parking space is assigned as an appurtenance to a particular dwelling unit. Each space may be used only by the owner or resident except when the owner has given written permission to the Board of Directors for someone else to use that space. Parking space sizes are adequate for permitted vehicles. Please make certain that your vehicle's are parked within the painted lines and are pulled up close to the bumper. As a security measure, keep your vehicles doors locked. It is the responsibility of each unit owner to inform guests of these regulations. If the unit owner or guest is in violation of these regulations, the unit owner will be notified either verbally or by written communication and, if said unit owner or guest does not comply within 24 hours after such notification, the vehicle may be towed at the vehicle owner's expense.

The following shall be added to end of the above language:

Only head in parking is permitted on condominium property. Vehicles must be parked with the front pulled up close to the front of the parking space bumper. In the absence of a bumper, the vehicle must be parked close to the front of the parking space aligned with the nearest adjacent bumper. Those whose cars are covered must install their covers in a manner such that the rear license plate is visible at all times. The rear license place of all vehicles must be visible from the road to allow easy viewing by security services and others. Vehicles which are parked in violation of this head-in parking requirement shall receive a written notice of violation and may be towed at the vehicle owner's expense if the vehicle remains after 24 hours from the time of the notice. A second or subsequent violation may cause the vehicle to be towed without further notice.

06/12/2003 10:15:27 28030345295
OR BK 15363 PG 0662
Palm Beach County, Florida

Prepared by and return to
Keith R. Backer, Esq.
Backer Law Firm, P.A.
136 East Boca Raton Road
Boca Raton, FL 33432
(561) 361-8535

Certificate of Amendment to Rules and Regulations to Barwood Condominium III
Association Inc. of Boca Raton

WHEREAS, The Rules and Regulations to Barwood Condominium III Association Inc. are attached as Exhibit E to the Declaration of Condominium of Barwood Condominium III which is recorded in the Official Records Book 2801 Page 573 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article 10.6 of the Declaration of Condominium provides that Rules and Regulations may be amended as provided in the Articles and Bylaws of the Association; and

WHEREAS, Article 7 of the Association's Bylaws provides that the Board of Directors may amend the Rules and Regulations; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Barwood Condominium III Association Inc., a motion was passed to amend rules and regulations.

NOW THEREFORE, the undersigned hereby certifies that the attached amendment to the Rules and Regulations is a true and correct copy of the amendment approved by the Board of Directors.

Witness my signature hereto this 10 day of April, 2003 at Boca Raton, Palm Beach County, Florida.

Amendments to Rules and Regulations of
Barwood Condominium III Association Inc. of Boca Raton

Paragraph 10. pg 76 of 144

Balconies:

Add the following language after the existing language:

"No cooking of any kind shall be permitted on balconies."

Add a new paragraph 25 following the existing paragraph 24:

Cooking:

"No cooking of any kind shall be permitted outside the building on common property."

Paragraph 19. pg 78 of 144

The language of paragraph 19 shall be replaced with the following language in its entirety:

Parking:

Only automobiles designed primarily to carry passengers, not cargo, are permitted to park in building two parking areas. Pick up trucks, other vehicles with open beds, boats, boat trailers, house trailers and campers are not permitted to park on condominium property, the common elements or limited common elements except commercial vendors while working on repairs within the building or making deliveries. Vehicle sizes may not exceed those which will fit within the unit's carport. No vehicle may be parked on condominium property if the owner of said vehicle is not a resident or guest. Any vehicle which cannot operate on its own power or which does not have a current license and registration may not remain on condominium property for more than 24 hours. No repair of vehicles shall be performed on condominium property. Each parking space is assigned as an appurtenance to a particular dwelling unit. Each space may be used only by the owner or resident except when the owner has given written permission to the Board of Directors for someone else to use that space. Parking space sizes are adequate for permitted vehicles. Please make certain that your vehicle's are parked within the painted lines and are pulled up close to the bumper. As a security measure, keep your vehicles doors locked. It is the responsibility of each unit owner to inform guests of these regulations. If the unit owner or guest is in violation of these regulations, the unit owner will be notified either verbally or by written communication and, if said unit owner or guest does not comply within 24 hours after such notification, the vehicle may be towed at the vehicle owner's expense.

W

ATTORNEYS' TITLE INSURANCE FUND, INC.

**Palm Beach
340 Columbia Drive, Suite #106
Palm Beach
561-640-3700
Fax: 561-640-9387**

Backer Law Firm, PA
136 E. Boca Raton Road
Boca Raton, FL 33432

Date: March 25, 2002
File No: 06-2002-3152
County: Palm Beach
Reference: Barwood

Dear Customer

Pursuant to your request, we have searched the public records of Palm Beach County, Florida from January 25, 1978 at 8:00 a.m. through February 15, 2002 at 11:00 p.m. to ascertain the following:

Declaration of Condominium and all Amendments for Barwood Condominium, recorded in O.R. Book 2801, Page 573, and all exhibits and amendments thereto, Public Records of Palm Beach County, Florida.

From said search we report those entries as set forth on the following page(s). Copies of instruments, if any, have been attached for your review.

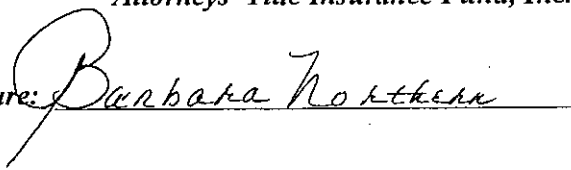
This search does not cover matters other than those recorded in the Official Records Book of the county and does not assure the legality or validity of the referenced instruments.

This search is prepared and furnished to provide only the above information. It is not an opinion of title and may not be used as a title base for the issuance of a title insurance commitment and/or policy, nor should it be used for the preparation of foreclosure proceedings or other litigation. Maximum liability for incorrect information is \$1000 under Sec. 627.7843, F.S.

Signed this 25th day of March, 2002.

Attorneys' Title Insurance Fund, Inc.

Prepared by: Barbara Northern
Typist: rt

Authorized Signature: 

Fund File Number: 06-2002-3152

1.	Book and Page: 2801-573 First Party: BARWOOD CONDOMINIUM Second Party:	TOI: DOC	DOF: 01/25/1978
2.	Book and Page: 2866-632 First Party: BARWOOD DEV CORP Second Party:	TOI: AMD	DOF: 05/25/1978
3.	Book and Page: 3071-919 First Party: BARWOOD DEV CORP Second Party:	TOI: AMD	DOF: 06/04/1979
4.	Book and Page: 3071-920 First Party: BARWOOD CONDO III ASSN INC Second Party:	TOI: AMD	DOF: 06/04/1979
5.	Book and Page: 3106-1231 First Party: BARWOOD CONDO III ASSN INC Second Party:	TOI: AMD	DOF: 07/27/1979
6.	Book and Page: 3283-1178 First Party: BARWOOD CONDO IMPROV ASSN INC Second Party:	TOI: AMD	DOF: 05/02/1970
7.	Book and Page: 5234-163 First Party: BARWOOD CONDO IMPROV ASSN INC Second Party:	TOI: AMD	DOF: 04/07/1987
8.	Book and Page: 8704-1460 First Party: BARWOOD CONDO III ASSN INC Second Party:	TOI: AMD	DOF: 04/07/1995
9.	Book and Page: 11047-1874 First Party: BARWOOD CONDO III ASSN INC Second Party:	TOI: AMD	DOF: 04/13/1999
10.	Book and Page: 13287-1642 First Party: BARWOOD CONDO III ASSN INC Second Party:	TOI: AMD	DOF: 01/08/2002

Prepared by and return to
Keith H. Backer, Esq.
Backer Law Firm, P.A.
136 East Boca Raton Road
Boca Raton, FL 33432
(561) 361-8535

Certificate of Amendment to Rules and Regulations to Barwood Condominium III
Association Inc. of Boca Raton

WHEREAS, The Rules and Regulations to Barwood Condominium III Association Inc. are attached as Exhibit E to the Declaration of Condominium of Barwood Condominium III which is recorded in the Official Records Book 2801 Page 573 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article 10.6 of the Declaration of Condominium provides that Rules and Regulations may be amended as provided in the Articles and Bylaws of the Association; and

WHEREAS, Article 7 of the Association's Bylaws provides that the Board of Directors may amend the Rules and Regulations; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Barwood Condominium III Association Inc., a motion was passed to amend rules and regulations.

NOW THEREFORE, the undersigned hereby certifies that the attached amendment to the Rules and Regulations is a true and correct copy of the amendment approved by the Board of Directors.

Witness my signature hereto this 10 day of April, 2003 at Boca Raton, Palm Beach County, Florida.

Amendments to Rules and Regulations of
Barwood Condominium III Association Inc. of Boca Raton

Paragraph 10.

Balconies:

Add the following language after the existing language:

"No cooking of any kind shall be permitted on balconies."

Add a new paragraph 25 following the existing paragraph 24:

Cooking:

"No cooking of any kind shall be permitted outside the building on common property."

Paragraph 19.

The language of paragraph 19 shall be replaced with the following language in its entirety:

Parking:

Only automobiles designed primarily to carry passengers, not cargo, are permitted to park in building two parking areas. Pick up trucks, other vehicles with open beds, boats, boat trailers, house trailers and campers are not permitted to park on condominium property, the common elements or limited common elements except commercial vendors while working on repairs within the building or making deliveries. Vehicle sizes may not exceed those which will fit within the unit's carport. No vehicle may be parked on condominium property if the owner of said vehicle is not a resident or guest. Any vehicle which cannot operate on its own power or which does not have a current license and registration may not remain on condominium property for more than 24 hours. No repair of vehicles shall be performed on condominium property. Each parking space is assigned as an appurtenance to a particular dwelling unit. Each space may be used only by the owner or resident except when the owner has given written permission to the Board of Directors for someone else to use that space. Parking space sizes are adequate for permitted vehicles. Please make certain that your vehicle's are parked within the painted lines and are pulled up close to the bumper. As a security measure, keep your vehicles doors locked. It is the responsibility of each unit owner to inform guests of these regulations. If the unit owner or guest is in violation of these regulations, the unit owner will be notified either verbally or by written communication and, if said unit owner or guest does not comply within 24 hours after such notification, the vehicle may be towed at the vehicle owner's expense.



01/08/2002 16:03:37 20020011348
 OR BK 13287 PG 1642
 Palm Beach County, Florida

WIC
 1/2
 This instrument was prepared by:
 Lee H. Burg, Esquire,
 BECKER & POLIAKOFF, P.A.
 5111 Stirling Road
 Fort Lauderdale, FL 33312

**CERTIFICATE OF AMENDMENT
 TO THE DECLARATION OF CONDOMINIUM
 OF
 BARWOOD CONDOMINIUM III ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amendment to the Declaration of Condominium of Barwood Condominium III Association, Inc., having been recorded in Official Records Book 2801, Page 573, of the Public Records of Palm Beach County, Florida, were duly adopted in the manner provided in the governing documents of the Association, at a meeting held November 27, 2001.

IN WITNESS WHEREOF, we have affixed our hands this 26 day of DECEMBER, 2001, at Boca Raton, Palm Beach County, Florida.

Remedial IL

WITNESSES

BARWOOD CONDOMINIUM III
 ASSOCIATION, INC.
 a Florida not-for profit corporation

Sign Alberta B. Kosick

Print ALBERTA B. KOSICK

Sign [Signature]

Print GIOVANNI DIFIORE

By: Martin Kosick
 Martin Kosick, President
 23277 Barwood Lane North, #208
 Boca Raton, FL 33428

STATE OF FLORIDA ILLINOIS
 COUNTY OF PALM BEACH WILL

The foregoing instrument was acknowledged before me this 26 day of DECEMBER, 2001, by Martin Kosick, as President of Barwood Condominium III Association, Inc., a Florida not-for-profit corporation.

Personally Known OR
 Produced Identification [Signature]

DL-FL K2140570242110
 Type of Identification K2140570242110

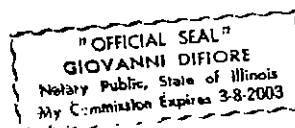
ILLINOIS
 NOTARY PUBLIC - STATE OF FLORIDA

Sign [Signature]

Print GIOVANNI DIFIORE

My Commission Expires: 3-8-2003

682512_1.DOC



BOOK 13287 PAGE 1643
Dorothy H. Wilken, Clerk

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
BARWOOD CONDOMINIUM III ASSOCIATION, INC.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED.

1. Amendment to Article 10 of the Declaration of Condominium to add the following paragraph:

ARTICLE 10

10.8 Inasmuch as Barwood Condominium III is designed and intended as a retirement community for older persons, to provide housing for residents who are fifty-five (55) years of age or older, no unit shall, at any time, be permanently occupied by children who are under eighteen (18) years of age; except that children below the age of eighteen (18) may be permitted to visit and temporarily reside for periods as provided in the Association Rules. No sole occupancy of any unit shall be permitted by an individual between the ages of eighteen (18) and fifty-five (55). Notwithstanding same, the Board in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of eighteen (18) and fifty-five (55) to permanently reside in the community, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the units in the Barwood Condominium III community having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the aforesated percentages of adult occupancy. Permanent occupancy or residency shall be defined in the Rules and regulations of the Association as may be promulgated by the Board.

This instrument was prepared by:
LEE H. BURG, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

Apr-13-1999 02:36pm 99-150681
ORB 11047 Pg 1874
11:00:00 AM TO 11:00:00 AM 1999 BY LEE H. BURG & LEE H. BURG

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
BARWOOD CONDOMINIUM III, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium, said Declaration of Condominium of Barwood Condominium III, a Condominium, having been recorded in Official Records Book 2801 at Page 573 of the Public Records of Palm Beach County, Florida, was duly adopted in the manner provided in Article 19 of the Declaration of Condominium, at a meeting held MARCH 5th, 1999.

IN WITNESS WHEREOF, we have affixed our hands this 7 day of April, 1999, at Boca Raton, Palm Beach County, Florida.

WITNESSES

**BARWOOD CONDOMINIUM III
ASSOCIATION, INC.**

Sign Ilene Sonnenberg

Print Ilene Sonnenberg

Sign Cynthia A. Sauer

Print Cynthia A. SAUER

By: Martin Kosiek Pres.
Martin Kosiek, President
23277 Barwood Lane (N) #208
Boca Raton, FL 33428

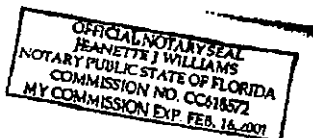
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7 day of April, 1999, by Martin Kosiek, as President of Barwood Condominium III Association, Inc., a Florida not-for-profit corporation.

Personally Known OR
Produced Identification ✓
FL 211
Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign Jeannette J. Williams
prod Jeannette J. Williams
My Commission expires:



207979_1

LAW OFFICES
BECKER & POLIAKOFF, P.A. • 3111 STIRLING ROAD • POST OFFICE BOX 9057 • FORT LAUDERDALE, FL 33310-9057
TELEPHONE (954) 987-7550

ORB 11847 Pg 1875
DOROTHY M. WILKEN, CLERK PB COUNTY, FL

**AMENDMENT TO THE DECLARATION
OF CONDOMINIUM OF
BARWOOD CONDOMINIUM III, A CONDOMINIUM**

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED.

1. *Amendment to Article 11, of the Declaration of Condominium entitled "Maintenance of Community Interests", to add a new Section 11.10 to read as follows:*

11.10 Leasing or Resale:

The "Declaration of Condominiums" for BARWOOD CONDOMINIUM III ASSOCIATION, INC., which is filed of record in Palm Beach County, specified how leasing or sale of condominium units shall be handled including the following:

- A. No owner of a dwelling shall lease or sell his condominium unit to anyone without first giving notice in writing by registered or certified mail to the Board of Directors, or by personal delivery to the Secretary or the President of the Association.
- B. The letter notifying the Association of an owner's desire to lease or sell his/her dwelling must state the name, address, and employment or occupation of the prospective lessee or purchaser. A copy of the bonafide offer to lease or sell the dwelling must also be submitted.
- C. The application forms required by the Association for the use of its facilities shall be completely filled in and signed by the prospective lessee or purchaser. The application must be accompanied by a non-refundable administrative fee of One Hundred (\$100.00) Dollars to cover the Association's administrative expenses.
- D. The Association shall have thirty (30) days from receipt of the completed information requested to decide whether it will exercise its option of first refusal and will notify the dwelling owner in writing.
- E. The lease or sales contract must contain a covenant stating that the lessee or purchaser shall comply with all present and future Rules and Regulations of the Association.
- F. Sub-leasing by lessee is not permitted, except when the Association is the lessee.
- G. No condominium unit may be leased for a period of more than four (4) consecutive months or a period not less than four (4) months and is restricted to one (1) lease per calendar year.
- H. Leasing shall be restricted to adults only, with a limit of two (2) people for each bedroom in the condominium unit. No children 15 years of age and under shall reside in any unit.
- I. Lessees or purchasers are not permitted to bring a pet of any kind into the condominium without approval pursuant to the provisions of Paragraph Four (4) of the Rules and Regulations.

Return to (enclose self-addressed stamped envelope)

Methods

~~drunk~~

Property Appraiser's Parcel Identification (Folio) Number(s):

APR-17-1995 2:20pm 95-11794-0
OHS 8704 Pg 1460
DOROTHY H. WILKEN, CLERK PB COUNTY, R

BY-LAWS OF THE BARWOOD CONDOMINIUM III ASSOCIATION, INC.
DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

Original recorded Official Record Book 2801 Page 573
Amendment recorded Official Record Book 5234 Page 163

Amended By-Laws for above condominium are as follows:

1. IDENTITY

1.2 The fiscal year shall begin January 1 and end December 31, a calander year.

2. MEMBERSHIP AND MEMBERS MEETINGS

2.3 The Annual Member's Meeting shall be held at the Recreation Center at 7:30 P.M. Eastern Standard Time on the first Monday of January for the purpose of electing Directors and transacting any other business.

6. FISCAL MANAGEMENT

6.3 Assessments for common expenses: Assessments against the condominium parcel owners for their share of the common expense shall be made for the fiscal year annually in advance, on or before December 20 preceeding the year for which the assessments are made. Such assessments shall be due in twelve equal monthly installments on the first day of January and the first day of each month thereafter. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last year assessment and monthly installments shall be due upon each payment date until changed by an amended assessment. In the event that the annual assessment proves to be insufficient, the budget and assessment may be amended at any time by the Board of Directors.

Martin Kosiek
Martin Kosiek, President

L. Elaine Lafer
L. Elaine Lafer, Secretary

Sworn to and subscribed to be by Martin Kosiek, President and L. Elaine Lafer,
Secretary, this 10th day of April, 1995

Linda L. Hollen
Linda L. Hollen

Return to: Barwood Condo III Assoc.
23277 Barwood Ln., N.
Boca Raton, FL 33428

OFFICIAL NOTARY SEAL
LINDA L. HOLLEN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC418712
MY COMMISSION EXP. NOV. 23, 1998

BY-LAWS OF THE BARWOOD CONDOMINIUM III ASSOCIATION, INC.
DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

Original recorded Official Record Book 2801 Page 573

Amended By-Laws for above condominium are as follows:

1. IDENTITY

1.2 The fiscal year shall begin February 1 and end January 31.

2. MEMBERSHIP AND MEMBERS MEETINGS

2.3 The Annual Members' Meeting shall be held at the Recreation Center at 7:30 P.M. Eastern Standard Time on the first Monday of February for the purpose of electing Directors and transacting any other business.

3. DIRECTORS

3.2.2 A Nominating Committee of three (3) members shall be appointed by the Board of Directors not less than 30 days prior to the annual members' meeting. The Committee shall nominate one person for each Director then serving or to serve as may be adjusted by a vote of the membership as herein above provided for. Other nominations may be made from the floor.

6. FISCAL MANAGEMENT

6.2.6 Copies of the budget and proposed assessments shall be transmitted to each member on or before December 15 preceding the year for which the budget is made. The copy of the budget and proposed assessments shall be mailed to each unit owner not less than 15 days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member. Delivery of a copy of any budget or amended budget to each member shall not effect the liability of any member for such assessment, neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors at any time in its sole discretion to levy an additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay cost and expenses of operation and management, or in the event of emergencies.

6.3 Assessments for common expenses: Assessments against the condominium parcel owners for their share of the common expense shall be made for the fiscal year annually in advance, on or before January 20 preceding the year for which the assessments are made. Such assessments shall be due in twelve equal monthly instalments on the first day of February

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

IN 100584

APR -7 PM

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and on the first day of each month thereafter. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last year assessment and monthly instalments shall be due upon each payment date until changed by an amended assessment. In the event that the annual assessment proves to be insufficient, the budget and assessment may be amended at any time by the Board of Directors.

Jean L. Chiuchio
(President)

Fernand R. Ducharme
(Secretary)

Sworn to and subscribed to me by Jean L. Chiuchio, President, and Fernand R. Ducharme, Secretary, this 24th day of March 87.

NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires 12-31-90
Notary Public State of Florida

Angela B. Lyons



Prepared by
and

Return to

Fernand R. Ducharme
23277 Barwood Ln. No. Unit 403
Boca Raton FL 33428

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

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

234 P0164

SPECIAL MEETING
BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION INC.

Instrument prepared by:

Ken W. Spiller
3306 Barwood Lane N 309
Boca Raton, FL 33433

A special meeting of the Barwood Condominium Improvement Association Inc. was held on Tuesday, April 8, 1980 at 23243 Barwood Lane North, Boca Raton, Florida 33433 at 0730 P.M.

All officers and directors were present, including:

Edgar Nichols--President and
Irene Sharkey--Secretary

The purpose of this meeting was to vote on amendments to the By-Laws of the Barwood Condominium Improvement Association Inc. by the membership.

The amendments to the By-Laws were passed by more than the 75% of the voting members of the association with only one (1) negative vote and with one (1) abstention. The changes and amendments are therefore, to become effective immediately.

The indicated attached amendments are to be included in the By-Laws as indicated. All amendments refer to Exhibit I.

1. IDENTIFY -Date revised to be April 8, 1980.

1.3 Definition--- The office of the Association shall be
23243 Barwood Lane North, Boca Raton, Florida
33433.

2. MEMBERSHIP AND MEMBER'S MEETINGS

2.2 Special Member's Meetings Delete all after---special meetings shall be limited to that stated in the notice of meeting."

2.9 Order of Business----Change item 2 to read "Calling of the roll for verification of proper quorum for voting purposes only, and certification of proxies."
Delete items 7 and 8 and renumber all items following number 2.

3. DIRECTORS

3.1.2 Delete original words and replace with the following:
The Board shall consist of nine (9) members.

3.1.3 Delete old words. Replace with following:

The Board of Directors of the Barwood Condominium Improvement Association Inc. shall consist of the elected presidents of each of the six Condominium Building Associations. The remaining three (3) Directors are to be chosen by their respective Building Association. Building 1, 3, and 5 shall choose Directors for odd numbered years, ie 1981, 1983 etc. Buildings 2, 4, and 6 shall choose Directors for even numbered years, 1980, 1982 etc.

(continued)

SC 073904

SC 073904

46,60

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page 2

These three (3) chosen Directors may be selected from any member of their respective building associations for the appropriate year.

In the absence of any Director for any meeting of the Barwood Condominium Improvement Association Inc., the absent Director shall designate a member of his respective building association to act in his stead with full voting powers.

In the event that all building association presidents are replaced at their regular annual elections, the President of the Barwood Condominium Improvement Assoc. for the preceding year shall act as President Emeritus for the new Board in an advisory capacity to assure continuity of ongoing business. The President Emeritus shall not, in this case, exercise any Board voting rights.

3.1.4 Delete entire paragraph

3.1.5 Change to read as follows: Except as to vacancies provided by removal of Directors by members, vacancies on the Board of Directors occurring between special meetings of the members shall be filled in accordance with provisions of part 3.1.3 herein.

3.1.6 Delete entire paragraph.

3.3 Rewritten to read as follows: Regular meetings of the Board of Directors shall be held on the second Tuesday of each month at 07:30 P.M., except they shall be suspended during the months of July, August and September.

4. POWERS AND DUTIES of the BOARD of DIRECTORS

4.2 Delete .Rewritten as follows:

The undertakings, leases and contracts authorized by the initial board shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the present board.

6. FISCAL MANAGEMENT

6.5 Rewritten to read as follows:

An audit of the accounts of the association shall be made annually by a Board appointed Finance Committee of three (3), one member of which must be an Accountant. An approved, signed copy of the audit report shall be furnished to each member of the Association not later than April first of the year following the year for which the audit was made.

(Continued)

83283 P1179

page 3

9. AMENDMENTS

9.2.1 Rewritten to read as follows:

Not less than 2/3 of the entire membership of the Board of Directors and by not less than 2/3 of the entire membership in person or by proxy or----

9.2.2 Rewritten to read as follows:

By not less than 70% of the votes of the entire membership of the Association.

There being no other business to come before the meeting, it was adjourned.

James V. Shortley
Secretary

STATE OF Florida

COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments James V. Shortley to me well known

to be the person described in and she executed the foregoing instrument and acknowledged before me that she executed the same for the purposes therein expressed.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my

official seal at said County and State this 15 day of April

A.D. 19 80

Virginia J. Scott
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 22, 1980
BONDED: THRU GENERAL INS. UNDERWRITERS

3283 P1180

EXHIBIT I
BY-LAWS OF THE
BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM VI, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

--283 P1181

BY-LAWS
OF
BARWOOD CONDOMINIUM IMPROVEMENT
ASSOCIATION, INC.

1. IDENTITY. These are the By-Laws of the BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC., herein called the Association, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State of Florida on the 23rd day of March, A.D., 1976. The Association has been organized to promote the health, recreation and social welfare of all Unit Owners of condominium parcels within the area described in Exhibit 1 attached to the Articles of Incorporation of BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC., hereinafter referred to as Exhibit 1. *Revised date*

1.1 Definitions. All terms used herein which are defined by the Declaration of Condominium or Declaration of Covenants and Restrictions for Improvement and Maintenance, or by Florida Statute 711 (1974), the Condominium Act, shall be used herein with the same meaning as defined in said Declaration or said Statute.

1.2 The fiscal year shall be the calendar year.

1.3 The office of the Association shall be 23099 Barwood Lane North, Boca Raton, Florida 33432, or such other place or places as the Board of Directors may from time to time determine.

1.4 The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "corporation not for profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

2. MEMBERSHIP AND MEMBERS' MEETINGS.

2.1 Qualification. The members of the Association shall consist of all record Unit Owners of a residential condominium parcel within the area described in Exhibit 1, and such membership shall become effective immediately upon a party becoming a record title holder of a condominium parcel.

2.2 Special Members' Meetings shall be held at the office of the corporation whenever called by the President or by a majority of the Board of Directors. The business conducted at such special meetings shall be limited to that stated in the notice of meeting. The special meeting of the members held annually to

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elect the Board of Directors shall be held on the third Monday of the month of January.

2.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

2.4 A quorum. A quorum at members' meeting shall consist of the presence in person or by proxy of a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Articles of Incorporation or these By-Laws.

2.5 Voting.

2.5-1. In any meeting of members, the Unit Owners of a condominium parcel shall be entitled to cast one vote for each condominium parcel so owned.

2.5-2. If a condominium parcel is owned by one person, his right to vote shall be established by the roster of unit owners kept by the Secretary of the Association. If a condominium parcel is owned by more than one person, or is under lease, the person entitled to cast the vote for the condominium parcel shall be designated by a certificate signed by all of the record owners of the condominium parcel according to the roster of unit owners and filed with the Secretary of the Association. If a condominium parcel is owned by a corporation, the person entitled to cast the vote for the condominium parcel shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates

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shall be valid until revoked or until superseded by a subsequent certificate or until a change in ownership of the condominium parcel concerned. A certificate designating the person entitled to cast the vote of a condominium parcel may be revoked by any owner thereof. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made only to an owner of a unit entitled to vote within the area described in Exhibit 1. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof.

2.7 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman.

2.9 The order of business at members' meetings shall be:

- 1. Determination of chairman of the meeting.
- 2. Calling of the roll and certifying of proxies.
- 3. Proof of notice of meeting or waiver of notice.
- 4. Reading and disposal of any unapproved minutes.
- 5. Reports of officers.
- 6. Reports of committees.
- 7. Election of inspectors of elections.
- 8. Election of directors.
- 9. Unfinished business.
- 10. New business.
- 11. Adjournment.

3. DIRECTORS.

3.1 Membership. The affairs of the Association shall be managed by a board of a number of directors to be determined as follows:

3-1-1. Three (3) directors initially which number shall remain the same until the Developer has sold and conveyed all condominium parcels within the area described in Exhibit 1, or sooner upon option and notification by the Developer.

3-1-2. Not less than three (3) nor more than nine (9) to be elected at the first election of directors.

b. 783 P1184

3-1-3. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving or to serve as may be adjusted by a vote of the membership as hereinabove provided for. Other nominations may be made from the floor.

3-1-4. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

3-1-5. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between special meetings of members shall be filled by the remaining directors.

3-1-6. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.2 The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.3 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for each meeting.

3.4 Special meetings of the directors may be called by the President and must be called by the Secretary at written request of one-half of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, which notice shall state the time, place and purpose of the meeting.

3.5 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.6 A quorum at directors' meetings 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,

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except where approval by written consent or by a greater number of directors is required by the Articles of Incorporation or these By-Laws.

3.7 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.8 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such a director for the purpose of determining a quorum.

3.9 The presiding officer of director's meetings shall be the chairman of the board if such an officer has been elected; and, if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.10- The order of business at directors' meetings shall be:

- 3.10- 1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

4.1 All of the powers and duties of the Association existing under any Declaration of Covenants and Restrictions, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by members of the Association when such is specifically required. Such powers and duties of the directors shall include, but shall not be limited to the following, subject, however, to the provisions of the Declaration of Covenants and Restrictions for Improvements and Maintenance, the Articles of Incorporation and these By-Laws.

4-1-1. To purchase insurance for the protection of the Association and its members.

4-1-2. To acquire and enter into agreement whereby it acquires leaseholds, memberships and any other possessory or use interests in lands, or facilities whether or not contiguous

to the lands described in Exhibit 2, attached to the Articles of Incorporation of Barwood Condominium Improvement Association, Inc., intended to provide for the enjoyment, recreation or other use and benefit of the unit owners, and to declare expenses in connection therewith to be subject to assessment to the members.

4-1-3. To pay all costs of power, gas, water, sewer and other utility services rendered to the unit owners and not billed to the owners of the separate condominium parcels.

4-1-4. To enforce by legal means, the provisions of the Articles of Incorporation and By-Laws of the Association, Declaration of Covenants and Restrictions for Improvement and Maintenance and the Regulations hereinafter promulgated governing use of the Association's properties.

4-1-5. To appoint and remove at the pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

4-1-6. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

4.2 The undertakings, leases and contracts authorized by the initial board shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first Board of Directors, duly elected by the membership, after the members have relinquished control of the Association, notwithstanding the fact that members of the initial Board of Directors may be directors or officers of, or otherwise associated with the BARWOOD DEVELOPMENT CORPORATION, or other entities doing business with the Association.

5. EXECUTIVE OFFICERS.

5.1 The executive officers of the corporation 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, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties

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which are usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Vice President shall in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors of the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts which shall include but not be limited to the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

6-1-1. Current expenses, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.

6-1-2. Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

6-1-3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

6-1-4. Betterments, which shall include the funds which may be used for capital expenditures for additional improvements or additional personal property.

6-1-5. The Board of Directors shall have the authority, during a budget year, to transfer funds which, in its discretion, it deems unnecessary to hold for the purposes of a particular account, to and for the use of another purpose in another account.

6.2 - Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated fund required to defray the common expense and to provide and maintain funds for account and reserves including but not limited to the following, according to good accounting practices:

6-2-1. Current expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year, or to fund reserves.

6-2-2. Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

6-2-3. Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

6-2-4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements, the amount for which shall not exceed Five Thousand (\$5,000.00) Dollars; provided, however, that in the expenditure of this fund no sum in excess of Five Thousand (\$5,000.00) Dollars shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association.

6-2-5. Copies of the budget and proposed assessments shall be available to each member on or before December 15th, preceding the year for which the budget is made and shall be filed in the office of the Association.

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6.3 Assessments for Common Expenses. Assessments against the condominium parcel owners for their share of the common expenses shall be made for the calendar year annually in advance on or before December 20th, preceding the year for which the assessments are made. Such assessments shall be due and paid in equal monthly installments beginning on the first day of January of the year for which the assessment is made and the first day of each month thereafter. If an annual budget is not made as required, the monthly assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by the Board of Directors.

6.4 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.5 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year in which the audit was made.

6.6 Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.7 The termination of membership in the Association shall not relieve or release any such former owner or a member from a liability or obligation incurred under or in any way connected with the Association during the period of membership, or impair any rights or remedies which the Association may have against such former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

7. RULES AND REGULATIONS.

7.1 The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of any facilities or services made available to the condominium parcel owners. The Board of Directors shall, from time to time, post in a conspicuous place on the condominium properties, a copy of the rules and regulations adopted from time to time by the Board of Directors.

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8. REGISTERS.

8.1 The Secretary of the Association shall maintain a register in the corporation office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely upon the last given address of each of the members.

9. AMENDMENTS.

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

9.2 A resolution adopting a proposed amendment may be proposed by with the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either:

9.2.1. Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

9.2.2. By not less than eighty (80%) percent of the votes of the entire membership of the Association.

9.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

10. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Covenants and Restrictions for Improvement and Maintenance, the Declaration of Condominium, Articles of Incorporation or these By-Laws.

11. MISCELLANEOUS.

11.1 Whenever the masculine singular form of the person is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

B-283 P1191

11.2 If any irreconcilable conflicts should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Articles of Incorporation or the Declaration of Covenants and Restrictions for Improvement and Maintenance, the provisions of the Declaration of Covenants and Restrictions for Improvement and Maintenance shall prevail.

11.3 Corporation and Association are used synonymously.

The foregoing was adopted as the By-Laws of BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors, on the 27th day of March, 1976.

Barbara M. Spelling
Secretary

(Corporate Seal)



Approved:

President

B3283 P1192

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

SPECIAL MEETING OF THE BOARD
OF DIRECTORS OF THE BARWOOD
CONDOMINIUM IMPROVEMENT ASSN. INC.

The Instrument was Prepared by
BARBARA SPARLING
NAME
9742 SW 1857
ADDRESS
BOCA RATON 33433
CITY AND STATE

A special meeting of the Board of Directors of the Barwood Condominium Improvement Assn. Inc. was held on Monday, February 12, 1979 at 23100 S. W. 18th Street, Boca Raton, Florida at 10 A. M.

The following officers and directors were present.

George H. Sparling - President and Chairman

Barbara M. Sparling - Secretary

The purpose of this meeting was to discuss changes in the By-Laws of the Barwood Condominium Improvement Assn. Inc.

A Motion was made, seconded and unanimously carried that the following changes in the By-Laws be made and effective immediately:

Under Section 3. Directors -- Paragraph 1 remains the same. Paragraph 2 is to be deleted from the By-Laws. Paragraph 2 to read: That not less than (6) directors, one to be elected from each association, with (3) alternates at large. The alternates to have a total of one vote only. Paragraph 3 is to be deleted. In view of the above change, paragraph 3 will no longer apply.

There being no further business to bring before the meeting, it was adjourned at 10:20 A. M.

Barbara M. Sparling
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

Barbara M. Sparling to me well known
to be the person described in and executed the foregoing
instrument and acknowledged before me that she executed the same for the
purposes therein expressed.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal at said County and State,

this 22ND day of JUNE A.D., 1979.

Susan M. Lockman
NOTARY PUBLIC



OFF REC 3106 PG 1231

shall be valid until revoked or until superseded by a subsequent certificate or until a change in ownership of the condominium parcel concerned. A certificate designating the person entitled to cast the vote of a condominium parcel may be revoked by any owner thereof. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made only to an owner of a unit entitled to vote within the area described in Exhibit 1. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof.

2.7 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman.

2.9 The order of business at members' meetings shall be:

1. Determination of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

3. DIRECTORS.

3.1 Membership. The affairs of the Association shall be managed by a board of a number of directors to be determined as follows:

1. Three (3) directors initially which number shall remain the same until the Developer has sold and conveyed all condominium parcels within the area described in Exhibit 1, or sooner upon option and notification by the Developer. *ok*

(2) Not less than three (3) nor more than nine (9) to be elected at the first election of directors. *Delete*

New Paragraph 2.

OFF REC 3106 PG 1232

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

81448

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF BARWOOD CONDOMINIUM III, A CONDOMINIUM,
AS RECORDED IN ORB 2801, PAGE 573, ET SEQ.

78 MAY 25 P2:11

This Amendment to the Declaration of Condominium of
Barwood Condominium III, a Condominium, made by Barwood Development
Corporation (the Developer), a Florida corporation, for itself,
its successors, and assigns:

WITNESSETH:

WHEREAS, on November 21, 1977, Developer executed the Declaration
of Condominium for BARWOOD CONDOMINIUM III, a Condominium, which was
filed for record on January 25, 1978, and is recorded in Official
Record Book 2801, at page 573, et seq., in the public records of
Palm Beach County, Florida, and

WHEREAS, the Declaration of Condominium provides that said
Declaration may be amended by the Developer, and

WHEREAS, Florida Statute Sec. 718.110(2) provides that the
Developer may amend said Declaration due to scrivener's error, and

WHEREAS, at the time of filing the aforesaid Declaration
of Condominium for BARWOOD CONDOMINIUM III, A CONDOMINIUM, one page of
said Declaration was inadvertently omitted, containing paragraphs
17.6, 17.7, 17.8, and a portion of paragraph 18,

NOW THEREFORE, in consideration of the premises, Developer
hereby amends the hereinabove referenced omitted page, which by this
Amendment is hereby expressly made a part of the Declaration of
Condominium of BARWOOD CONDOMINIUM III, A CONDOMINIUM. Said omitted
page, hereby incorporated by addition to said Declaration, but for
scrivener's error would have followed page 599, Official Record
Book 2801, public records of Palm Beach County, Florida.

10.66

PALM OFF
BEACH REC 2866 PAGE 632

RETURN TO:

THIS INSTRUMENT WAS PREPARED
BY : LAWRENCE J. MARCHBANKS
REYNOLDS & MARCHBANKS
801 West Camino Gardens
Boca Raton, Florida 33432

EXECUTED at Boca Raton, Palm Beach County, Florida, this

16th day of May, 1978.

WITNESSES:

Barbara D. Neuman
R. Marion

BARWOOD DEVELOPMENT CORP.

By George H. Sparling
George H. Sparling, President

ATTEST: Barbara M. Sparling
Barbara M. Sparling, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

I hereby certify that on this date, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared GEORGE H. SPARLING and BARBARA M. SPARLING, well known to me to be the President and Secretary, respectively, of BARWOOD DEVELOPMENT CORP., and they acknowledged the same, freely and voluntarily, under authority duly vested in them by said Corporation, and that the seal affixed hereto is the true corporate seal of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May, 1978.

Barbara D. Neuman
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 20 1981
BONDED THRU GENERAL & CO. UNDERWRITERS

17.6 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment. Where the mortgagee of an institutional mortgage of record or other purchaser of a unit, obtains title to a condominium parcel as a result of foreclosure of the institutional mortgage, or when an institutional mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquiror of title, his successors or assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel, or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquiring title, whether as a result of foreclosure, or by acceptance of a deed to the condominium parcel in lieu of foreclosure, the new owner by virtue of the acquiring of such title shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder. However, any person who acquires any interest in a unit, except through foreclosure of an institutional mortgage of record, as specifically provided in the paragraph immediately preceding, including without limitation, persons acquiring title by operation of law including persons who become purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

17.7 Assignment of Claim and Lien Rights. The Association acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any unit owner or group of unit owners, or to any third party.

17.8 Unpaid Assessments - Certificates. Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

18. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of Unit Owners to comply therewith shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act.

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clark Circuit Court

PALM OFF
BEACH REC 2866 PAGE 634

12286

This Instrument was Prepared by
Larry Marchbanks
301 W. Camie Gardens Blvd
Boca Raton
CITY AND STATE

DECLARATION OF COVENANTS AND RESTRICTIONS
 FOR IMPROVEMENT AND MAINTENANCE
 OF BARWOOD CONDOMINIUM III

This Declaration of Covenants and Restrictions for Improvement and Maintenance (hereinafter the Declaration), made this 9th day of December, 1977, by BARWOOD DEVELOPMENT CORPORATION, a Florida Corporation (hereinafter referred to as Developer), declares that the real property described in Exhibit B, to the Declaration of Condominium of Barwood Condominium III, attached hereto and made a part hereof, which is owned by BARWOOD DEVELOPMENT CORPORATION, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, assessments, liens hereinafter set forth, and the provisions not in conflict with this Declaration contained in any Declaration of Condominium, hereinafter recorded submitting all or any portion of the lands described in said Exhibit B to the condominium form of ownership.

ARTICLE I

Definitions

1. The terms used in this Declaration shall have the meaning as follows or as stated in Florida Statute Chapter 718, the Condominium Act, unless the context otherwise requires:

(a) Association shall mean and refer to the Barwood Condominium Improvement Association, Inc., a Florida corporation not for profit, the By-Laws and Articles of Incorporation of which are attached to the Declaration of Condominium of Barwood Condominium III, a condominium, hereto as Exhibit H and Exhibit I, for Maintenance and Improvement of which the Certificate of Incorporation and By-Laws of the Association make reference.

(b) Member. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles and By-Laws whether or not that person participates in the Association as a member.

(c) Unit Owner means the owner of a condominium parcel. The words apartment owner are synonymous with the words unit owner as defined herein.

(d) Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, or other mortgagee which shall be acceptable to the Association.

ARTICLE II

Property Subject to This Declaration

1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida and is described in Exhibit B to the Declaration of Condominium of Barwood Condominium III, a condominium, which Exhibit is, additionally, attached hereto.

2. It is contemplated that a declaration similar to this Declaration will be recorded on other real property within the general locality, and the additional real property made subject to such restrictions shall assume the same rights and obligations as contained herein.

ARTICLE III

Property Rights

1. Certain real property may be conveyed to the Association from time to time which would be for the use and benefit of all the members of Barwood Condominium Improvement Association, Inc.

2. Each member shall have a right of easement and enjoyment in and to any real property conveyed to the Association and such shall be appurtenant to and pass with title to each condominium parcel, subject to the following:

(a) the right of the Association (in accordance with its Articles and By-Laws), to borrow money for the purpose of improving such real property and in aid thereof to mortgage said properties;

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) the right of the Association to dedicate or transfer all or any part of such real property to any public agency, authority or utility;

(d) all provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association;

(e) rules and regulations governing use and enjoyment of the real property of the Association adopted by the Association.

ARTICLE IV

Maintenance Association

1. The Developer has caused to be incorporated pursuant to

Chapter 608, Florida Statutes, a corporation not for profit known as Barwood Condominium Improvements Association, Inc. in accordance with the Articles of Incorporation.

2. Membership. Every person or entity who is a record fee simple owner of a condominium parcel shall be members of the Association, provided that such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

3. Voting. Members shall have such voting rights as are set out in the Articles of Incorporation of the Association.

ARTICLE V

Covenants for Improvements and Maintenance Assessments

1. Barwood Development Corporation, for itself, and for each condominium parcel which it owns within the real property described in aforesaid Exhibit B, hereby covenants, and each unit owner (by acceptance of a deed, whether or not it shall be so expressed in such deed or other form of conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (a) any annual assessments or charges; and (b) any special assessments for capital improvements or major repair. Each assessment shall be a personal obligation of the unit owner and shall be a lien against the condominium parcel.

2. The assessments levied and collected by the Association shall be used for the purpose of promoting the recreation and social welfare of the unit owners and condominium associations within the area described in Exhibit (1) to this Declaration of Covenants and Declarations.

3. The annual assessment which shall be payable in monthly installments and all special assessments shall be fixed and established by the Board of Directors in accordance with the projected budget, or special financial needs of the Association.

4. The monthly installments of the annual assessment shall commence on a date fixed by the Board of Directors. The due date of any annual or special assessment shall be established in the Board of Directors' resolution authorizing such assessment.

5. The Board of Directors of the Association shall fix the date of commencement and the amount of each assessment against each unit owner at least thirty (30) days in advance of such due date or period, and shall maintain an Association Lien Book listing the assessments and the properties so assessed, which shall be available for inspection by any member of the Association during normal business

hours. Written notice of each assessment shall be sent to every member subject to the assessment within ten (10) days of the resolution fixing the assessment. The Association shall upon demand at any time furnish to any unit owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then unit owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the unit owner against whom the assessment is levied. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional mortgage or mortgages now or hereafter placed upon a condominium parcel subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such condominium parcel pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any condominium parcel from liability for any assessments thereafter becoming due, nor for the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

If a special assessment or a monthly installment of annual assessment is not paid within ten (10) days after the delinquency date, the unpaid assessments shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the unit owner, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

ARTICLE VI

Miscellaneous

1. Duration. The Covenants and Restrictions in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the unit owner of any condominium parcel subject to this Declaration, their respective legal

representatives, heirs, successors and assigns; provided, however, that the same may be changed by the vote of the members of three-fourth (3/4) of the units agreeing to amend, modify or terminate said Covenants and Restrictitons in whole or in part.

2. Notices. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when mailed post-paid to the last known address of the persons who appears as a member or unit owner on the records of the Association at the time of such mailing.

3. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

4. Amendment. This Declaration may be amended at any time and from time to time upon the vote of members holding not less than three-fourths (3/4) of the voting interest of the membership, provided that so long as Barwood Development Corporation holds title to any real property affected by this Declaration, Barwood Development Corporation's consent must be obtained in writing. Any such amendment shall be evidenced by an instrument executed by the proper officers of the Association and recorded in the Public Records of Palm Beach County, Florida.

5. Effective Date. This Declaration shall become effective upon recordation in the Public Records of Palm Beach County, Florida.

Executed as of the date first above written.

BARWOOD DEVELOPMENT CORPORATION

By:

GEORGE H. SPARLING, Pres.

Attest:

BARBARA M. SPARLING, Sec

STATE OF FLORIDA)
: ss
COUNTY OF PALM BEACH)

On this day personally appeared before me, the undersigned authority GEORGE H. SPARLING and BARBARA M. SPARLING, as President and Secretary, respectively, of Barwood Development Corporation, a Florida corporation, and they acknowledged before me that they

executed the foregoing Declaration of Covenants and Restrictions as such officers of said corporation and they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Boca Raton, Florida in said County and State las aforesaid, this 12th day of December, 1977.

NOTARY PUBLIC
MY COMMISSION EXPIRES
BOARDED THIS 12th DAY OF DECEMBER

Barbara J. Nimmick
NOTARY PUBLIC

Signed, sealed and delivered
in the presence of:

Shiraldine D. Lenoir

Neil N. Brandt

Boca Raton Federal Savings
& Loan Association of Boca
Raton, Florida

By: Arthur G. Martell

Attest: Barbara J. Nimmick

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

PERSONALLY APPEARED before me, the undersigned authority,
Arthur G. Martell as Vice President
of the Boca Raton Federal Savings & Loan Association of Boca
Raton, Florida, who after first being duly sworn, deposes and
says that he executed the foregoing Joinder of Mortgage for
the uses and purposes therein expressed as such officer.

WITNESS my hand and official seal in the aforesaid County
and State, this 9th day of December, 1977

Shiraldine D. Lenoir
NOTARY PUBLIC
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES
BOARDED THIS 12th DAY OF DECEMBER

PALM OFF
BEACH REC 2801 PAGE 572

Record Verified
Palm Beach County, Fla
John B. Danks
Clark Circuit Court

EXHIBIT D

BY-LAWS OF THE BARWOOD CONDOMINIUM III ASSOCIATION, INC. *Boca Raton, Fla.*
 DECLARATION OF CONDOMINIUM
 FOR
 BARWOOD CONDOMINIUM III, A CONDOMINIUM
 PALM BEACH COUNTY, FLORIDA

Original recorded Official Record Book 2801 Page 573

Amended By-Laws for above condominium are as follows:

1. IDENTITY

- 1.1 The office of the Association shall be at 23277 Barwood Lane North, Boca Raton, Florida, or at such other place or places as the Board of Directors may determine from time to time.

2. MEMBERSHIP AND MEMBERS' MEETINGS

- 2.3 The Annual Members' Meeting shall be held on the second Monday of February each year at 7:30 P. M. Eastern Standard Time, for the purpose of electing directors and transacting any other business, at the office of the Corporation.
- 2.4 Special Members' Meeting shall be held at the Barwood Recreation Center whenever called by the President or by the majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership. The business conducted at a Special Meeting shall be limited to that stated in the notice of meeting.
- 2.8 Proxies. Votes may be cast in person or by proxy. A proxy may be made by an person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof, provided, however, that no one person shall be designated to hold more than three (3) proxies.
- 2.10 At meetings of the membership, the President shall preside, or in his/her absence, the Vice President shall preside; in his/her absence, the Treasurer shall preside; in his/her absence, the Secretary shall preside. In the absence of all four (4), the membership shall select a chairperson.

3. DIRECTORS

- 3.8 A quorum at Directors' meetings 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 where approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws. Regular Board meetings are to be suspended during the months of July, August, and September.

6. FISCAL MANAGEMENT

- 6.8 An audit of the accounts of the Association shall be made annually by a Board-appointed, qualified committee of two (2), and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year in which the audit is made.

Jean L. Chiuchiolo
 (President)
Margaret L. Spofford
 (Secretary)

Sworn to and subscribed to by Jean L. Chiuchiolo, President and Margaret Spofford, Secretary this 4th day of June, A.D., 1979.

Record Verified
 Palm Beach County, Fla.
 John B. Dunkle
 Clerk Circuit Court

Paul G. Compagno
 Notary Public, State of Florida at Large
 My Commission Expires Jan. 30, 1982
 Bonded by American Fidelity & Guaranty Company

EXHIBIT E
RULES AND REGULATIONS
DECLARATION OF CONDOMINIUM
FOR

BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

Original recorded Official Record Book 2801 Page 573

THIS INSTRUMENT WAS PREPARED BY:

Margaret S. Spofford
(NAME) #101
23211 Barwood Lane
(ADDRESS)
Boca Raton, Fla.
(CITY AND STATE)

Amended rules and regulations of above condominium are as follows:

1. RULES & REGULATIONS

- A. Violations shall be reported, in writing, to the President of Barwood Condominium III, or to an individual named by the Board and not to the Board of Directors or to Officers of the Association.
- B. Violations will be called to the attention of the violating owner by the Board of Directors of the Barwood Condominium III, Assn., Inc.
- C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will answer complaints in writing.

4. PETS

- F. Upon resale or leasing, no pets or animals of any kind will be permitted.

9. CLEANLINESS

All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All disposal shall be used in accordance with instructions given to the owner by the Association. Garbage is to be disposed of in tied plastic bags by owners.

13. ATTIRE

Members, their families, and guests shall not use the common elements or clubhouse except in appropriate attire. The wearing of golf or any other cleated shoes shall not be permitted in elevators, carpeted areas, the entrance, or on the sidewalks.

15. ROOF

Only members authorized by the Board of Directors are permitted on the roof.

23. Owners shall notify the Board of Directors in advance by written notice of the arrival and departure dates of guests who have his permission to occupy a unit and parking space in his absence. Guests will be given copies of Rules and Regulations, and the owners will be responsible for the compliance of such rules. License plate numbers of guests must be furnished to the Board.

24. LEASING OR RESALE

- G. No condominium unit may be leased for a period of less than four (4) months and is restricted to one (1) lease per calendar year as of February 1979.

The foregoing Rules and Regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to the Board of Directors who will call the matter to the attention of the violating owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the Board of Directors for subsequent judgment by the Board of Directors.

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

Jean L. Chiuchiolo
(President)
Margaret S. Spofford
(Secretary)

Sworn to and subscribed to by Jean L. Chiuchiolo, President and Margaret S. Spofford, Secretary this 14th day of June, A.D., 1979.

Notary Public, State of Florida at Large
My Commission Expires Jan. 30, 1982
Bonded by American Ind. & Casualty Company

Keith H. Compton

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EXHIBIT E
RULES AND REGULATIONS
DECLARATION OF CONDOMINIUM
FOR

BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

Original recorded Official Record Book 2801 Page 573

THIS INSTRUMENT WAS PREPARED BY:
Margaret S. Spofford
(NAME)
23277 Barwood Lane
(ADDRESS)
Boca Raton, Fla.
(CITY AND STATE)

Amended rules and regulations of above condominium are as follows:

1. RULES & REGULATIONS

- A. Violations shall be reported, in writing, to the President of Barwood Condominium III, or to an individual named by the Board and not to the Board of Directors or to Officers of the Association.
- B. Violations will be called to the attention of the violating owner by the Board of Directors of the Barwood Condominium III, Assn., Inc.
- C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will answer complaints in writing.

4. PETS

- F. Upon resale or leasing, no pets or animals of any kind will be permitted.

9. CLEANLINESS

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The foregoing Rules and Regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to the Board of Directors who will call the matter to the attention of the violating owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the Board of Directors for subsequent judgment by the Board of Directors.

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

Jean L. Chiuchio
(President)
Margaret S. Spofford
(Secretary)

Sworn to and subscribed to by Jean L. Chiuchio, President and Margaret Spofford, Secretary this 4th day of June, A.D., 1979.

Notary Public, State of Florida at Large
My Commission Expires Jan. 30, 1982
Bonded by American Fire & Casualty Company

Keith H. Compton

001862

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EXHIBIT D

BY-LAWS OF THE BARWOOD CONDOMINIUM III ASSOCIATION, INC. *Boca Raton, Fla.*
 DECLARATION OF CONDOMINIUM
 FOR
 BARWOOD CONDOMINIUM III, A CONDOMINIUM
 PALM BEACH COUNTY, FLORIDA

Original recorded Official Record Book 2801 Page 573

Amended By-Laws for above condominium are as follows:

1. IDENTITY

- 1.1 The office of the Association shall be at 23277 Barwood Lane North, Boca Raton, Florida, or at such other place or places as the Board of Directors may determine from time to time.

2. MEMBERSHIP AND MEMBERS' MEETINGS

- 2.3 The Annual Members' Meeting shall be held on the second Monday of February each year at 7:30 P. M. Eastern Standard Time, for the purpose of electing directors and transacting any other business, at the office of the Corporation.
- 2.4 Special Members' Meeting shall be held at the Barwood Recreation Center whenever called by the President or by the majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership. The business conducted at a Special Meeting shall be limited to that stated in the notice of meeting.
- 2.8 Proxies. Votes may be cast in person or by proxy. A proxy may be made by an person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof, provided, however, that no one person shall be designated to hold more than three (3) proxies.
- 2.10 At meetings of the membership, the President shall preside, or in his/her absence, the Vice President shall preside; in his/her absence, the Treasurer shall preside; in his/her absence, the Secretary shall preside. In the absence of all four (4), the membership shall select a chairperson.

3. DIRECTORS

- 3.8 A quorum at Directors' meetings 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 where approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws. Regular Board meetings are to be suspended during the months of July, August, and September.

6. FISCAL MANAGEMENT

- 6.8 An audit of the accounts of the Association shall be made annually by a Board-appointed, qualified committee of two (2), and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year in which the audit is made.

Jean L. Chiuchiolio
 (President)
Margaret L. Spofford
 (Secretary)

Sworn to and subscribed to by Jean L. Chiuchiolio, President and Margaret Spofford, Secretary this 4th day of June, A.D., 1979.

Record Verified
 Palm Beach County, Fla.
 John B. Bunker
 Clerk Circuit Court

Robert L. Campbell
 Notary Public, State of Florida at Large
 My Commission Expires Jan. 30, 1982
 Bound by American Title & Guaranty Company

12287

DECLARATION OF CONDOMINIUM

BARWOOD CONDOMINIUM III,

A Condominium

BOCA RATON, FLORIDA

DEVELOPER

Barwood Development Corporation
George H. Sparling, President

LEGAL COUNSEL

Reynolds and Marchbanks
Boca Raton, Florida

FINANCING

Boca Raton Federal Savings &
Loan Association
Boca Raton, Florida

ESCROW AGENT

Boca Raton Federal Savings &
Loan Association
Boca Raton, Florida

ARCHITECTS

Lawrence Browning
Lester W. Boese

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BEACH REC

This Declaration was Prepared by
Larry Marchbanks
3016 Conita Gardens Blvd.
Boca Raton
FLORIDA

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SUMMARY OF THE CONDOMINIUM DOCUMENTSDECLARATION OF CONDOMINIUM

Pursuant to the provisions of this instrument, BARWOOD DEVELOPMENT CORPORATION will submit BARWOOD CONDOMINIUM III, A CONDOMINIUM, to the condominium form of ownership under Florida Statute 718, the Condominium Act. The Declaration with its exhibits will be recorded among the Public Records of Palm Beach County, Florida, when the condominium building Barwood Condominium III, a condominium, is substantially completed. The Declaration together with the exhibits describe each unit and its dimensions, shows the location of parking spaces and common areas, generally describes the obligation of maintenance and repair, sets forth the percentage of the common elements and common expense accruing to each unit owner. Further, the Declaration also contains provisions relating to maintenance of the condominium, community interest, with regard to sale and rental of a unit and the first right of refusal of the Condominium Association. The Declaration is, in essence, the Constitution of the Condominium.

ARTICLES OF INCORPORATION

BARWOOD CONDOMINIUM III, A CONDOMINIUM. The condominium is operated by BARWOOD CONDOMINIUM III ASSOCIATION, INC., a Florida corporation not-for-profit. This corporation was created by filing with the Secretary of State of the State of Florida a document entitled the Articles of Incorporation. The Articles of Incorporation provide that each unit owner shall become a member of the Association, sets forth the qualifications for membership of the Board of Directors, and specifies the officers of the Association and their respective functions.

BY-LAWS

BARWOOD CONDOMINIUM III, A CONDOMINIUM. The By-Laws set out specifically the guidelines for the day-to-day operation of the condominium and the Association. The By-Laws describe the powers and duties of the Board of Directors, how and when Directors' meetings are held, the duties of the officers and of the corporation and sets forth the items of the budget.

RULES AND REGULATIONS

BARWOOD CONDOMINIUM III, A CONDOMINIUM. The Rules and Regulations are promulgated by the Board of Directors of the Condominium Association and apply to all members, their families, their guests, and their invitees. The Rules and Regulations are established to maintain an orderly, healthy and congenial life style of each member of the Condominium Association

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENTS AND MAINTENANCE

BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION. This document creates restrictions on the land submitted to the condominium form of ownership and creates the right of the Barwood Condominium Improvement Association, Inc., a non-profit corporation to control the Barwood Condominium recreation facilities. Each unit owner of Barwood Condominium will be a member of the Barwood Condominium Improvement Association and contribute to the operation and expenses of the recreation facilities.

BY-LAWS

BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC. The umbrella organization which will operate and maintain the recreation improvements and provide recreational services to the entire Barwood Condominium project as it is developed, is a non-profit corporation established by the Articles of Incorporation.

PROPOSED BUDGET

The proposed budget is included in this document but is not a part of the Declaration of Condominium. The proposed budget is required by law to be submitted to each Purchaser and is delivered to inform the Purchaser of the obligation incurred by membership in the respective Condominium Associations (Barwood Condominium III Association, Inc., and Barwood Condominium Improvement Association, Inc.)

DECLARATION OF CONDOMINIUM

FOR
BARWOOD CONDOMINIUM III, A CORPORATION
Boca Raton, Florida 33432

Made this 21st day of November, 1977, by BARWOOD DEVELOPMENT CORPORATION, as owner of the herein described real property and developer of the improvements thereon, hereafter called the "Developer" for itself, its successors, grantors, assignees or their transferees.

WHEREAS, said Owner and Developer makes the following declaration:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands, and improvements to be constructed upon such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereinafter referred to as "Condominium Act".

1.1 The name by which this condominium is to be identified is BARWOOD CONDOMINIUM III, A CONDOMINIUM.

1.2 The address of this condominium is:
23277 Barwood Lane North
Boca Raton, Florida 33432

1.3 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership are those certain lands lying in Palm Beach County, Florida, as described in Exhibit B attached hereto, and made a part hereof, which shall hereinafter be referred to as "the land". Said lands shall be subject to conditions, restrictions, limitations and easements of record and reservations of record.

1.4 Covenants. All provisions of the Declaration shall be construed to be perpetual covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits shall run with each unit as herein defined.

2. Definitions. The terms used in this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of BARWOOD CONDOMINIUM III ASSOCIATION, INC., a Florida corporation not for profit, shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires.

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

2.1 Association means the BARWOOD CONDOMINIUM III ASSOCIATION, INC., and its successors and assigns.

2.2 Assessments means a share of the funds required for the payment of the condominium expenses which from time to time are assessed against the individual owner.

2.3 By-Laws means the By-Laws for the government of the condominium as they exist from time to time.

2.4 Common Element means the portions of the condominium property not included in the units and, in addition thereto, all other items as stated in this Declaration.

2.5 Common Expenses means the expenses for which the unit owners are liable, which shall include but not be limited to the following:

- A. Expenses of administration and management of the condominium property.
- B. Expenses of maintenance, operation, repair or replacement of common elements.
- C. Expenses declared common expenses by the provisions of this Declaration or by the By-Laws.
- D. Any valid charge against the condominium as a whole.
- E. Any expenses of, charge to or assessment by the Association as provided for in this Declaration, in the Articles of Incorporation and/or the By-Laws.
- F. Expense of maintenance, operation, repair, administration, and management of Barwood Condominium Improvement Assoc., Inc.

2.6 Common Surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

2.7 Condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

2.8 Condominium Parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

2.9 Condominium Property means and includes the land in this condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.10 Declaration, or Declaration of Condominium, means the instrument or instruments by which this condominium is created, and said instrument or instruments as they may be from time to time amended.

2.11 Limited common element means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

2.12 Member, as used herein, means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles and By-Laws whether or not that person participates in the Association as a member.

2.13 Operation, or operation of the condominium, means and includes the administration and management of the condominium property.

2.14 Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, or other mortgagee which shall be acceptable to the association.

2.15 Unit means a part of the condominium property which is subject to private ownership.

2.16 Unit owner means the owner of a unit.

2.17 Utility Service, as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, garbage, sewage disposal, and solar energy.

3. Development Plans

3.1 Improvements

A. Annexed hereto and made a part hereof as Exhibit A is the survey, site plan and graphic descriptions of all units, including their identification numbers, locations and dimensions and the Common Elements and Limited Common Elements. Together with this Declaration said Exhibit is in sufficient detail to identify each of said units and the Common Elements and Limited Common Elements, their relative locations and approximate dimensions. The legend and notes contained therein are incorporated herein and made part hereof by reference.

B. Where more than one typical unit has been acquired by the same unit owner and combined into a single dwelling place, the typical unit plans may not reflect the interior plans of the combined

units, but the exterior boundaries of the combined units remain the same. Should any unit be combined, combined units shall exist as separate units as described in the Declaration for the purposes of the Declaration, Articles of Incorporation of the Association and the By-Laws.

3.2 Plot Plan. A plot plan and survey of the lands comprising the the Condominium locating the improvements constructed thereon, is attached hereto as Exhibit A.

3.3 Unit Plans. As to the building constructed pursuant to the development plan of the condominium, attached hereto is Exhibit A, page 1, a survey and plot plan; and Exhibit A, pages 2 through 4, which contains elevations and floor plan. The legal description of each unit shall consist of the identifying number of such unit as shown on the Exhibit A attached hereto. Every deed, lease, mortgage or other instrument may legally describe a unit and/or condominium parcel by its identifying number as provided for on the attached Exhibit A and each and every description shall be deemed good and sufficient for a-l purposes.

3.4 Phase Development. Barwood Condominium is being constructed as a phase development. The commitment and development plan for phase construction is attached hereto and made a part hereof and identified as paragraph 14 to the Prospectus.

4. Unit Boundaries

4.1 Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- A. Upper Boundary: The morizontal plane of the undecorated finished ceiling.
- B. Lower Boundary: The morizontal plane of the undecorated finished floor.

4.2 Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical plane of the undecorated finished interior of the walls bounding the unit extended to intersections of each other and with the upper and lower boundaries.

4.3 Boundaries - Further Defined. The boundaries of the unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or unfinished inner surfaces of the ceilings of each unit, and further shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wires, conduit, and other facilities running through any interior wall or partition for the utility services to other units and/or for common elements.

4.4 Balconies. A unit shall include where applicable, as indicated in Exhibit A, a balcony, the boundaries of which shall be as follows: All upper, lower and perimetrical boundaries shall be the same as set forth above. However, should a perimetrical boundary be screening or railing, then the unit shall include the screening and/or railing and the boundary shall be the exterior surface of the frame of the screening and/or the exterior surface of the railing, except those between units which shall be treated the same as perimeter walls, as provided for in 4.2 above.

5. Ownership

5.1 Type of Ownership. Ownership of each condominium parcel may be in fee simple, or in any other estate in real property recognized by the law and at least subject to this Declaration and restrictions, reservations, limitations of record.

5.2 Association Membership. The owners of record of the units shall be members of the Association. There shall be one membership for each unit and if there is more than one record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit.

5.3 Unit Owners' Rights. The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

6. Restraint Upon Separation and Partition of Common Elements.

The fee title of each condominium parcel shall include both the condominium unit and an undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium unit. Any attempt to separate and/or action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

7. Percentage of Ownership of Common Elements.

Each of the unit owners of the condominium shall own an undivided interest in the common elements, equal to the following fraction: 1/36th (one-thirtieth).

8. Common Expense and Common Surplus.

8.1 The common expenses to be borne by each unit owner shall be a proportionate share of the total expenses and costs of the

Association. Each unit owner shall be responsible for a portion of the common expenses and costs. Such share shall be in the same percentage of the undivided share in the common elements appurtenant to his unit, as set forth in paragraph 7 of the Declaration.

8.2 Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage liability for common expenses.

9. Maintenance, Alterations and Improvements.

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

9.1 Units:

A. By the Association. The Association shall maintain, repair, and replace, at the Association's expense:

(1) All portions of a unit building contributing to the support of the unit building, which portions shall include, but not be limited to, outside walls of the unit building and all fixtures on its exterior, those portions of boundary walls not a part of unit, floor and ceiling slabs, load-bearing columns and load-bearing walls;

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a unit maintained by the Association; and, all such facilities contained within a unit that services part or parts of the condominium other than the unit within which contained;

(3) All incidental damage caused to a unit by such work immediately above described shall be repaired promptly at the expense of the Association.

B. By the unit owner. The responsibility of the unit owner shall be as follows:

(1) To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within his unit which, if omitted, would affect the condominium in its entirety or in a part belonging to other owners or would affect other condominiums subject to the foregoing plan of development, being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall be liable and responsible for the maintenance, repair, and replacement, as the case may be, of all windows and all exterior doors, including sliding glass doors, and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his unit which may now or hereafter be situated in his unit.

(2) To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his unit.

(3) Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of sun decks and balconies.

(4) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(5) Plumbing and electrical repairs within a unit shall be paid for and be a financial obligation of the unit owner.

(6) Any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another unit or units.

(7) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building.

C. Alteration and Improvement

Except as elsewhere reserved to Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of such or make any additions to them, or do anything that would jeopardize the safety or soundness of the unit building, or impair any easement, without first obtaining approval in writing of owners of all units in the building in which such work is to be done and approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

9.2 Common Elements

A. By the Association. The maintenance and operation of the common elements including the repair, maintenance and replacement of any and all landscaping, and other improvements and facilities shall be the responsibility of the Association as a common expense.

B. Alteration and Improvement After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five (75%) percent of the members of the Association, if the cost of the same shall be in common expense which exceed in cumulative expenditure for the calendar year the sum of Two Thousand (\$2,000) Dollars. Any such alteration or improvement shall not interfere with the rights of any unit owners herein that acquire its title

as a result of owning a mortgage upon the unit owned, unless such owner shall approve the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the proportion that their shares for the common expenses bear to each other.

There shall be no change in the shares and rights of a unit owner in the common elements; altered or further improved, whether or not the unit owner contributes to the costs of such alteration or improvements.

9.3 Enforcement of Maintenance. In the event the owner of a unit fails to maintain it as required above, the Association, Developer or any other unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions, or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a unit owner violates any of the provisions of this section, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without the consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

10. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

10.1 Units.

1. Each of the units shall be occupied only by an owner, his family, his servants and guests, as a residence and for no other purpose. Children under fifteen (15) years of age are not permitted as residents.

2. Except as reserved to Developer, no unit may be divided or sub-divided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the unit to be affected thereby.

3. Nothing shall be hung, displayed or placed on the exterior walls, floors or windows of the unit building without the prior written consent of the Board of Directors of the Association.

4. No clothes lines or similar devices shall be allowed on any patios or balconies of the condominium property, or any other part of the condominium property, without the written consent of the Board of Directors of the Association.

5. No owner shall make, allow or cause to be made any structural addition or alteration to his unit or to the common elements without the prior written consent of the Association.

10.2 Common Elements and Limited Common Elements. The common elements and limited common elements shall be used only for the purpose for which they are intended.

10.3 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property.

10.4 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and, all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Signs. No signs shall be displayed from a unit or on common property except such signs as shall have advance written approval by the Developer or the Association.

10.6 Rules and Regulations. Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request. A copy of the initial Rules and Regulations is attached hereto as Exhibit E.

10.7 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units of this condominium, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of all contemplated improvements and the sale of all units within BARWOOD CONDOMINIUM II, and Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible

and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists and the unit building in useful condition exists upon the land, which provisions each unit owner covenants to observe:

11.1 Transfer Subject to Approval.

1. Sale. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner.

2. Lease. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit owner.

3. Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

4. Devise or inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

5. Other transfers. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

11.2 Approval by Association. The approval of the Association which is required for the transfer of ownership of units shall be obtained in the following manner:

1. Notice to Association.

(a) Sale. A unit owner intending to make a bona fide sale of his unit or any interest therein shall give the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and, if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease. A unit owner intending to make a bona fide lease of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee as Association may reasonably require, and an executed copy of the proposed lease.

(c) Gift; devise; inheritance; other transfers. A unit owner who has obtained his title by gift, devise, or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquiring of his

title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(d) Failure to give notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or a Vice President and Secretary or by the President or a Vice President and having the corporate seal affixed in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser, said approval to be in the form of Exhibit One of the By-Laws.

(b) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, which at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Palm Beach County, Florida, at the expense of the lessee.

(c) Gift; devise; inheritance; other transfer. If the unit owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the unit owner and shall be recorded in the public records of Palm Beach County, Florida, at the expense of the unit owner.

3. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, if the unit owner or purchaser of a unit is a corporation, the approval of ownership by the corporation shall be conditioned upon requiring that all persons occupying the unit be also approved by the Association.

11.3 Disapproval by the Association. If the Association shall disapprove a transfer of ownership of a unit, the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(a) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitors shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and, a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the Purchaser.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(d) A certificate of the Association executed by its President or a Vice President and Secretary, or by its President or a Vice President and having the corporate seal affixed, and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the unit owner.

11.4 Mortgage. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association except to an institutional mortgagee, as hereinbefore defined. The approval of any other mortgagee may be obtained upon conditions determined by the Board of Directors of the Association, and said approval shall be, if granted, prepared in recordable form, executed by the President and Secretary of the Association. Where

a unit owner sells his unit and takes back a purchase money mortgage, the approval of the Association shall not be required.

11.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires title as a 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 through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association 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. Neither shall any of the provisions of this section apply to the sale or lease of any unit by the Developer.

11.6 Unauthorized transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.7 Notice of Lien or Suit.

1. Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

2. Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given within five (5) days after the unit owner received knowledge thereof.

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

11.8 Purchase of Unit by Association. The Association shall have the power to purchase units, subject to the following provisions:

1. Decision. The decision of the Association to purchase a unit shall be made by its directors, without approval of its members except as hereinafter provided.

2. Limitation. If at any one time the Association be the owner or agreed purchaser of fifteen (15) or more units, it may not purchase any additional unit without the prior written approval of seventy-five (75%) percent of members eligible to vote thereon. A member whose unit is the subject matter of the pro-

posed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefore does not exceed the cancellation of such lien.

11.9 Rights of Developer. Notwithstanding anything herein to the contrary, until the Developer has sold all of the units within BARWOOD CONDOMINIUM II, A CONDOMINIUM, in each case where the Association shall have the right to purchase a unit or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such unit for itself upon the same terms and conditions available to the Association.

12. Parking Space. The following provisions will be applicable to the transfer and assignment of Parking Spaces.

12.1 Assignment of Parking Spaces. Each parking space exists as a Limited Common Element and is identified, described and located on Exhibit A. Upon the Conveyance by the Developer of such parking space in the Limited Common Elements to a unit, the owners of such unit shall have the exclusive right to the use thereof without separate charge therefore by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expense made against a unit, as herein provided, it being the intent that the cost of maintenance and administration of Limited Common Elements shall be included as part of the common expense applicable to all units for purposes of assessment. Upon such conveyance, the owner of the unit to whom such conveyance is made shall have the exclusive right of use of such parking space and the parking space shall become an appurtenance to said unit, and upon the conveyance of or passing of title to the unit to which a parking space conveyance is made, such interest in the limited common element (parking space) shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such unit. Parking spaces designated as Guest Parking Spaces shall be a part of the Common Elements and shall be under the control and jurisdiction of the Condominium Association except that no Guest Parking Space may be assigned to a unit or otherwise transferred unless approved in the same manner as required to amend this Declaration of Condominium provided in Paragraph 19.

12.2 Restrictions on Separate Transfer of Parking Spaces. No conveyance, assignment, transfer or conveyance of title in any manner whatsoever to use a parking space constituting Limited Common Elements may be made or accomplished separately from the conveyance, or passing of title to the unit to which it is appurtenant.

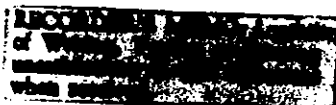
posed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefore does not exceed the cancellation of such lien.

11.9 Rights of Developer. Notwithstanding anything herein to the contrary, until the Developer has sold all of the units within BARWOOD CONDOMINIUM III, A CONDOMINIUM, in each case where the Association shall have the right to purchase a unit or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such unit for itself upon the same terms and conditions available to the Association.

12. Parking Space. The following provisions will be applicable to the transfer and assignment of Parking Spaces.

12.1 Assignment of Parking Spaces. Each parking space exists as a Limited Common Element and is identified, described and located on Exhibit A. Upon the Conveyance by the Developer of such parking space in the Limited Common Elements to a unit, the owners of such unit shall have the exclusive right to the use thereof without separate charge therefore by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expense made against a unit, as herein provided, it being the intent that the cost of maintenance and administration of Limited Common Elements shall be included as part of the common expense applicable to all units for purposes of assessment. Upon such conveyance, the owner of the unit to whom such conveyance is made shall have the exclusive right of use of such parking space and the parking space shall become an appurtenance to said unit, and upon the conveyance of or passing of title to the unit to which a parking space conveyance is made, such interest in the limited common element (parking space) shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such unit. Parking spaces designated as Guest Parking Spaces shall be a part of the Common Elements and shall be under the control and jurisdiction of the Condominium Association except that no Guest Parking Space may be assigned to a unit or otherwise transferred unless approved in the same manner as required to amend this Declaration of Condominium provided in Paragraph 19.

12.2 Restrictions on Separate Transfer of Parking Spaces. No conveyance, assignment, transfer or conveyance of title in any manner whatsoever to use a parking space constituting Limited Common Elements may be made or accomplished separately from the conveyance, or passing of title to the unit to which it is appurtenant.



13. Easements. Each of the following easements is a covenant running with the land of the condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium.

13.1 Utilities. As may be required for utility services in order to adequately serve the Condominium, provided however, easements through a unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the unit owner.

13.2 Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, lands, and walks, as the same may from time to time exist, upon the common elements; and, for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes.

13.3 Support. Every portion of a unit contributing to the support of the unit building or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

13.4 Perpetual Non-Exclusive Easement in Common Property. The common property shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

This easement shall not apply to any Unit Building and the real property contained therein prior to the improvements therein and thereon having been completed by the Developer.

13.5 Right of Entry into Private Dwelling in Emergencies. In case of emergency originating in or threatening any units, regardless of whether the owner is present at the time of such emergency, the Board of Directors of Association, or any other person authorized by it, or the building manager or managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association a key to such unit.

13.6 Right of Entry for Maintenance of Common Property. Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration, or repair to any portion



of the Common Property, the owner of each unit shall permit other owners by their representative, or the duly constituted and authorized agent of the Association, to enter such unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

13.7 Easement for Unintentional and Non-Negligent Encroachments. In the event that any unit shall encroach upon any Common Property for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment onto the Common Property for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Property shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the Common Property into any unit for so long as such encroachment shall naturally exist.

13.8 Air Space. An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered.

13.9 Easements or encroachments by the perimeter walls, ceilings, and floors surrounding each condominium unit.

13.10 Easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

14. Association. In order to provide for the efficient and effective administration of this condominium by the owners of units, a non-profit corporation known and designated as BARWOOD CONDOMINIUM II ASSOCIATION, INC., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the rules and regulations promulgated by the Association from time to time.

14.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit C.

14.2 The By-Laws of the Association shall be the by-laws of the condominium, a copy of which is attached as Exhibit D.

14.3 Limitation Upon Liability of Association. Notwithstanding, the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

14.4 Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

14.5 Approval or Disapproval of Matters. Whenever the decision of an owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

14.6 Membership. The record owners of all units in this condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles. Membership shall be established by acquisition of ownership of fee title to or fee interest in a condominium parcel in said condominiums, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation among the Public Records of Palm Beach County, Florida, of the Deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded Deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

14.7 Voting. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit.

15. Insurance. The insurance other than title insurance which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

15.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees or unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be written by insurance companies authorized to do business in Florida, and with offices or agents in Florida.

15.2 Coverage.

1. Casualty. All buildings and improvements upon the land including units and all personal property of the Association included in the condominium property are to be insured in an amount equal to the maximum insurable replacement value,

excluding foundations and excavation costs as determined annually by the Board of Directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage affords protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to, vandalism and malicious mischief.

2. Public Liability in such amounts and with such coverage as shall be required by the Board of the Association, with cross-liability endorsements to cover liability of the unit owners as a group to a unit owner.

3. Workmen's Compensation as shall be required to meet the requirements of the law.

15.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association.

15.4 Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to any national bank in Broward or Palm Beach Counties with trust powers as may be approved by the Board of Directors of the Association, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payments of premiums nor for the renewal or sufficiency of the policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

1. Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units in each building, the shares of each unit owner being the same as his share in the common elements, as same are hereinabove stated.

2. Units. Proceeds on account of units shall be held in the following undivided shares:

(a) Partial destruction, when the buildings are to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(b) Total destruction of the buildings or when the buildings are to be restored to owners of all units in the buildings, each owner's share being in proportion to his share in the common elements appurtenant to his unit.

(c) Mortgagee. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the Mortgagee and the unit owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

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

1. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefore.

2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

4. Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the unit owners and their respective shares of the distributor.

5. 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.

16. Reconstruction or repair - After Casualty.

16.1 Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Element. If the damaged improvement is a common element, the damaged property to be reconstructed or repaired shall be determined in the manner elsewhere provided that the condominium shall be terminated.

2. Unit Buildings.

(a) Lesser damage. If the damaged improvement is a part of the unit buildings, and if units to which fifty (50%) percent of the common elements or appurtenances are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Major damage. If the damaged improvement is part of the unit buildings, and if units to which more than fifty (50%) percent of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five (75%) percent of the common elements agree in writing to such reconstruction and repair.

3. Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be constructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the unit buildings, by the owners of not less than seventy-five (75%) percent of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

16.3 Responsibility. If the damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and casualty shall be that of the Association.

16.4 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

16.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and

repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs hereof are insufficient, assessments shall be made against the unit owners who own the damaged units, and against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

16.6 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

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

1. Association. If costs of reconstruction and repair which are the responsibility of the Association are more than Five Thousand (\$5,000.00) Dollars, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

(a) Unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement, then to the unit owner and the mortgagee jointly.

(b) Association - Lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand (\$5,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such

fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand (\$5,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

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

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, not to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine whether surplus funds to be distributed are less than the assessment paid by owners. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceed of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

17. Assessments.

The making and collecting of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

17.1 Share of the Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses and shall share of the common surplus, such shares being heretofore set forth. A unit owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the

owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore.

17.2 Non-Waiver. The liability for assessments may not be avoided by waiver of the use of enjoyment of any common element or by the abandonment of the unit for which the assessment is made.

17.3 Interest, Application of Payments. Assessments and installments on such assessments paid on or before ten days after date when due shall not bear interest, but all sums not paid on or before ten days after date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

17.4 Lien for Assessments. The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, against the owner of such condominium parcel, together with a lien on all tangible personal property located within the unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the unit owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of each unit owner in payment of his obligation for use, charges and operation costs likewise referred to as common expenses.

17.5 Collection and foreclosure. The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

18.1 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, or lessee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements.

18.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and rules and regulations adopted pursuant thereto, and said documents and regulations 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.

18.3 No waiver of rights. The failure of the Association or any unit owner to enforce covenants, restrictions or other provision of the Condominium Act, this Declaration, the By-Laws, or the regulations adopted pursuant thereto, shall not constitute waiver of the right to do so thereafter.

19. Amendment of Declaration. Except as elsewhere provided, otherwise, this Declaration of Condominium may be amended in the following manner:

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

19.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than seventy-five (75%) percent of the votes of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

2. Not less than eighty (80%) percent of the votes of the entire membership of the Association;

3. Until the Developer transfers control of the Association to the unit owners, only by all of the Directors, provided the amendment does not increase the number of the units or alter the boundaries of the common elements.

19.3 Proving. No amendment shall discriminate against any

18.1 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, or lessee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements.

18.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and rules and regulations adopted pursuant thereto, and said documents and regulations 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.

18.3 No waiver of rights. The failure of the Association or any unit owner to enforce covenants, restrictions or other provision of the Condominium Act, this Declaration, the By-Laws, or the regulations adopted pursuant thereto, shall not constitute waiver of the right to do so thereafter.

19. Amendment of Declaration. Except as elsewhere provided, otherwise, this Declaration of Condominium may be amended in the following manner:

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19.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than seventy-five (75%) percent of the votes of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

2. Not less than eighty (80%) percent of the votes of the entire membership of the Association;

3. Until the Developer transfers control of the Association to the unit owners, only by all of the Directors, provided the amendment does not increase the number of the units or alter the boundaries of the common elements.

19.3 Proviso. No amendment shall discriminate against any

unit owner or against any unit, or class or group of units, unless the unit owners so affected and their institutional mortgagees shall consent; and, no amendment shall change any unit or the share in the common elements, and other of its appurtenances or increase the owner's share of the common elements, and other of its appurtenances or increase the owner's share of the common expenses except as hereinabove provided, unless the owner of the unit concerned and all such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair - After Casualty" unless the record owner of all mortgages upon the condominium shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

19.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Palm Beach County, Florida.

20. Barwood Condominium Improvement Association, Inc. In order to operate and maintain the recreational facilities for each unit owner of Barwood Condominium, all phases, the Barwood Condominium Improvement Association, Inc., has been organized under the laws of the State of Florida and said corporation shall administer the areas subject to the Declaration of Covenants and Restrictions for Improvement and Maintenance in accordance with the terms and provisions of the Declaration of Condominium, the Articles of Incorporation of the Barwood Condominium Improvement Association, Inc., the By-Laws of the Barwood Condominium Improvement Association, Inc., and the Declaration of Covenants and Restrictions for Improvement and Maintenance encumbering the real property submitted to condominium form of ownership by this Declaration of Condominium.

20.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Barwood Condominium Improvement Association, Inc., is attached hereto and made a part hereof as Exhibit H.

20.2 The By-Laws of the Barwood Condominium Association Inc., are attached hereto and made a part hereof as Exhibit J.

20.3 Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Barwood Condominium Improvement Association, Inc., cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

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20.4 Membership. The record owners of all units in Barwood Condominium II, a Condominium, shall be members in the Barwood Condominium Improvement Association, Inc., as provided in the Articles of Incorporation, and By-Laws of the Barwood Condominium Improvement Association, Inc., and the Declaration of Covenants and Restrictions for Improvement and Maintenance. Membership shall be established by acquisition of ownership of fee title or fee interest in a condominium parcel in said condominium, whether by conveyance, devise, judicial decrees, or otherwise, subject to the provisions of the Declaration, and by the recordation among the Public Records of Palm Beach County, Florida, of the Deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Barwood Condominium Improvement Association, Inc., of a true copy of such recorded Deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Barwood Condominium Improvement Association, Inc., and the membership of the prior owner as to the parcel designated shall be terminated.

20.5 Additional Members. The record owners of all units in Barwood Condominium, Phases I through 6, shall be members in the Barwood Condominium Improvement Association, Inc., as each additional unit building is constructed and units therein sold. The commitment and development plan for phase construction is attached hereto and made a part hereof and identified as paragraph 14 to the Prospectus.

20.6 Voting. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit.

21. Assessments of Barwood Condominium Improvement Association, Inc. The making and collecting of assessments against unit owners shall be pursuant to the Articles of Incorporation and the By-Laws of Barwood Condominium Improvement Association, Inc., and the Declaration of Covenants and Restrictions for Improvement and Maintenance.

21.1 Share of the Assessment. Each unit owners shall be liable for an assessment. A unit owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of grantee to recover from the grantor the amounts paid by the grantee therefore.

21.2 Non-Waiver. The liability for assessments may not be avoided by waiver of the use of enjoyment or by abandonment of the unit for which the assessment is made.

21.3 Interest, Application of Payments. Assessments shall be paid when due and all sums not paid when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

21.4 Lien for Assessment. Barwood Condominium Improvement Association, Inc., shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, against the owner of such condominium parcel, together with a lien on all tangible personal property located within the unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Barwood Condominium Improvement Association, Inc., incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Barwood Condominium Improvement Association, Inc., in order to preserve and protect its lien shall be payable by the unit owner and secured by such lien. The Barwood Condominium Improvement Association, Inc.'s liens shall also include those sums advanced on behalf of each unit owner in payment of his obligations.

21.5 Collection and foreclosure. The Board of Directors of Barwood Condominium Improvement Association, Inc., may take such action as they deem necessary to collect assessments of the Barwood Condominium Improvement Association, Inc., by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if in the best interest of the Barwood Condominium Improvement Association, Inc. Said lien shall be of equal dignity and priority as the lien of the Barwood Condominium II Association, Inc. The Barwood Condominium Improvement Association, Inc., shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Barwood Condominium Improvement Association, Inc., covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

21.6 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment. Where the mortgagee of an institutional mortgage of record or other purchaser of a unit obtains title to a condominium parcel as a result of foreclosure of the institutional mortgage, or when an institutional mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for assessment by the Barwood Condominium Improvement Association, Inc., pertaining to such condominium parcel, or



chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The new owner by virtue of the acquiring of such title shall forthwith become liable for payment of the assessments, and such other expenses as may be chargeable to the owner of a condominium unit hereunder. However, any person who acquires an interest in a unit, except through foreclosure of an institutional mortgage of record, as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including persons who became purchasers at judicial sales, shall not be entitled to occupancy of the unit until such time as all unpaid assessments due and owing by the former owner have been paid to the Barwood Condominium Improvement Association, Inc.

21.7 Assignment of Claim and Lien Rights. The Barwood Condominium Improvement Association, Inc., acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Developer, or to any unit owner or group of unit owners, or to any condominium association, or to any third party.

21.8 Unpaid Assessments - Certificate. Any unit owner shall have the right to require from the Barwood Condominium Improvement Association, Inc., a certificate showing the amount of unpaid assessments against him with respect to this condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

22. Developer's Units and Privileges.

22.1 The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual units, and appurtenances comprising this condominium. Therefore, the Developer, until all of the units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by the Developer. Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of units, including, but not limited to the right to maintain models, have signs, staff employees, maintain offices, use the common elements and show units. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

22.2 Notwithstanding anything in this Declaration to the contrary, during the period of time which the Developer guarantees the budget attached hereto, as Projected Operating Budget 1977, units owned by the Developer shall not be subject to assessments as provided for in this Declaration of Condominium. Developer may at its sole option, be assessed and pay to the

Association in lieu of a budget guarantee thereof, the sums required to be paid by Developer as assessments pursuant to the Condominium Act. The actual operating expenditures, for this purpose, shall not include any reserves, or capital expenditures.

22.3 Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all of the units in Barwood Condominium I, a Condominium.

23. Termination. The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

23.1 Destruction. In the event that it is determined in the manner elsewhere provided that the unit buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

23.2 Agreement. The condominium may be terminated by the approval in writing of all of the owners of the units therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five (75%) percent of the common elements, and of the record owners of all mortgages upon the units are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased, of an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall provide for the purchase of all of the units owned by owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.

2. Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and, a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent juris-

diction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

23.3 Certificate. The termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' unit prior to the termination.

23.5 Amendments. This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon units.

24. Covenants. All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

25. Severability and Invalidity.

25.1 The invalidity in whole or in part of any covenant or restrictions of any section, subsection, sentence, clause, phrase, or word, or other provisions of the Declaration of Condominium, the Articles of Incorporation, By-Laws, Rules and Regulations of the Association shall not affect the validity of the remaining portions which shall remain in full force and effect.

25.2 In the event any court shall hereafter determine that any provision of the Declaration of Condominium, as originally drafted, or as amended, violate the rule against perpetuities or any other rules of law because of the duration of the period involved, and period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

26. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a plan for the operation of a condominium in accordance with the laws made and provided for same: Chapter 718 of the Florida Statutes.

IN WITNESS WHEREOF, the Developer, BARWOOD DEVELOPMENT CORPORATION, has executed this Declaration of Condominium this 21st day of November, 1977.

Signed, sealed and delivered in the presence of:

Barbara J. Neuman

John Wm. Neuman

BARWOOD DEVELOPMENT CORPORATION

By George H. Sparling
GEORGE H. SPARLING, President

ATTEST: Barbara M. Sparling
BARBARA M. SPARLING,
Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day personally appeared before me, the undersigned authority, GEORGE H. SPARLING and BARBARA M. SPARLING, as President and Secretary, respectively, of BARWOOD DEVELOPMENT CORPORATION, a Florida corporation, and they acknowledged before me that they executed the foregoing Declaration of Condominium as such officers of said corporation and that they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

Witness my hand and official seal at Boca Raton, said County and State last aforesaid, this 21st day of November, 1977.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 30 1981
BONDED THRU GENERAL F.S. UNDERWRITERS

Barbara J. Neuman
Notary Public, State of Florida

JOINDER OF MORTGAGEE

Boca Raton Federal Savings & Loan Association of Boca Raton, Florida, as Mortgagee of the land submitted to condominium hereby, joins in the Declaration of Condominium for BARWOOD CONDOMINIUM III, A CONDOMINIUM, to consent to the submission of said land to the condominium form of ownership.

EXECUTED this 22ND day of November, 1977.

PALM OFF
BEACH REC 2801 PAGE 608

Signed, sealed and delibered
in the presence of:

BOCA RATON FEDERAL SAVINGS &
LOAN ASSOCIATION, Boca Raton,
Florida

Bernadette A. Venzke
KRCA on Homeing

By Arthur C. Nelson
ATTEST: Eleanor C. Nelson
Asst. Secy.

STATE OF FLORIDA
COUNTY OF PALM BEACH

PERSONALLY APPEARED before me, the undersigned authority,
Arthur G. Martell and Eleanor G. Nelson
as Vice President and Asst Secretary respectively
of the Boca Raton Federal Savings & Loan Association of Boca
Raton, Florida, who after first being duly sworn, deposed and
said that they executed the foregoing Joinder of Mortgage for
the uses and purposes therein expressed as such officers.

WITNESS my hand and seal this 22nd day of November, 1977, in the State and County last aforesaid.

Notary Public, State of

My Commission Expires:

SECRETARY OF DEFENSE
 WASHINGTON, D.C. 20301
 1981

PALM BEACH OFF REC 2801 PAGE 609

EXHIBIT A

SURVEY, PLOT PLAN AND ELEVATION

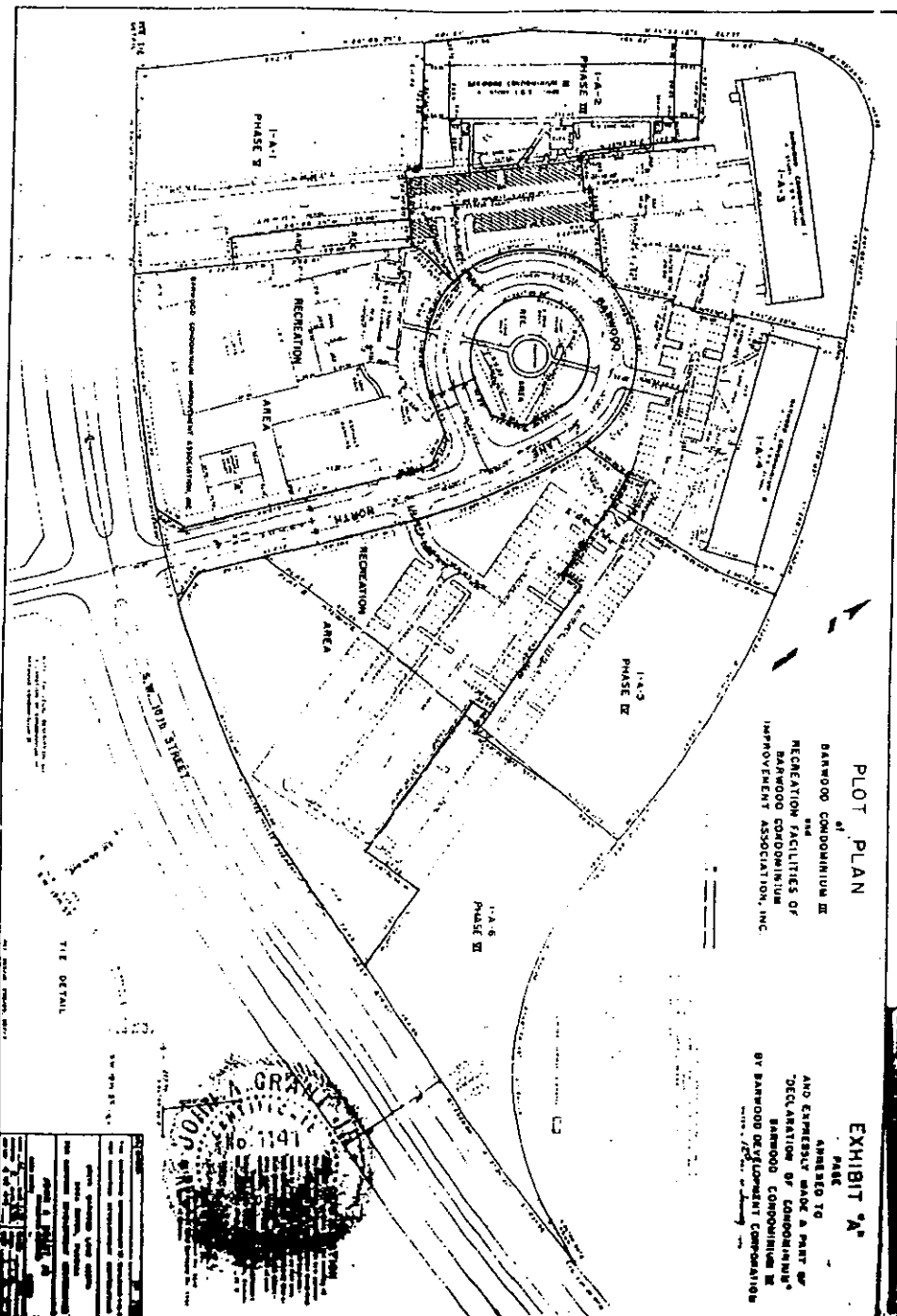
DECLARATION OF CONDOMINIUM

FOR

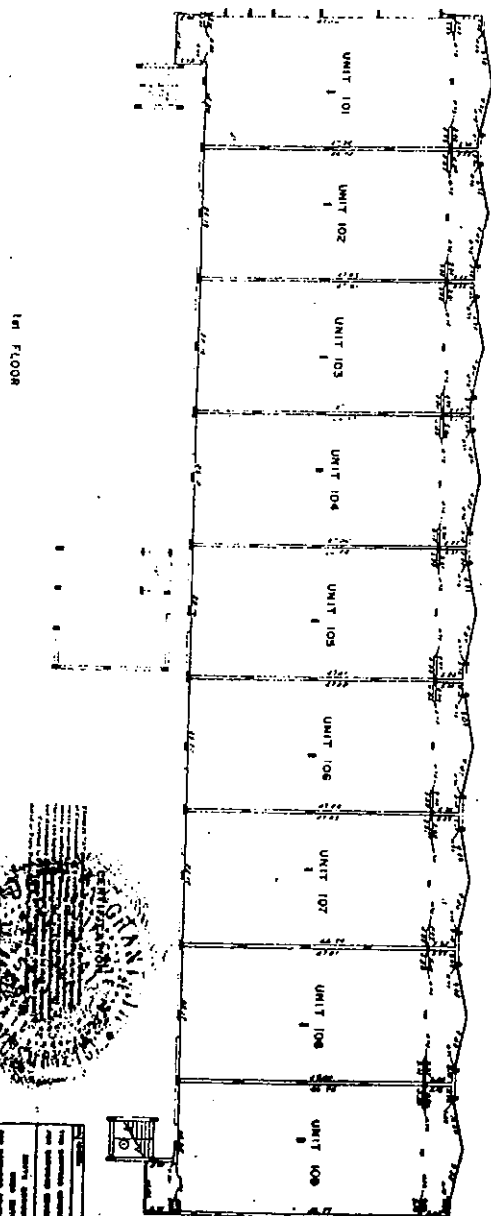
BARWOOD CONDOMINIUM III, A CONDOMINIUM

PALM BEACH COUNTY, FLORIDA

- PALM OFF
BEACH REC 2801 PAGE 610 -



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Printed in the United States of America
7-79
This book is printed on acid-free paper.
Library of Congress Cataloging in Publication
Data
P575.1 .F43 1979
616.07—dc19
79-000000
W. B. Saunders Company, Philadelphia, PA 19104

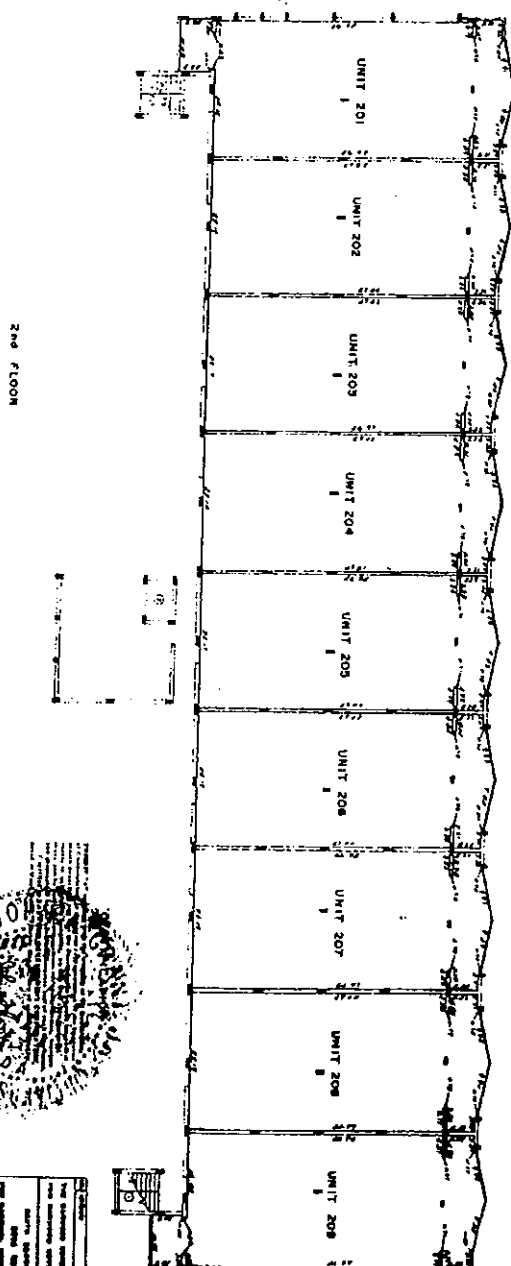
NOTES

LEBEN
Dauer
Bewegung
Bewegung

EXHIBIT "A"
PAGE
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY SAATCHI DEVELOPMENT CORPORATION

DESCRIPTION OF APARTMENTS, LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS
The structure of Apartments and common areas are the subject of the General Declaration, Schedule 1.1.2.

PALM OFF 2801PAGE 612
BEACH REC



1. Source is a male, of unknown age, who has been in contact with Subject since 1967. Source is a member of the Black Panther Party and is active in the Black Panther Party in the San Francisco area. Source is a member of the Black Panther Party and is active in the Black Panther Party in the San Francisco area. Source is a member of the Black Panther Party and is active in the Black Panther Party in the San Francisco area.

NOTES

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EXHIBIT "A"

ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY SAARWOOD DEVELOPMENT CORPORATION
DATE 1/10/88 BY SAARWOOD

DESCRIPTION OF APARTMENTS, LIMITED COMMONS
ELEMENTS, & GENERAL COMMON ELEMENTS

PALM OFF 2801 PAGE 613
BEACH REC

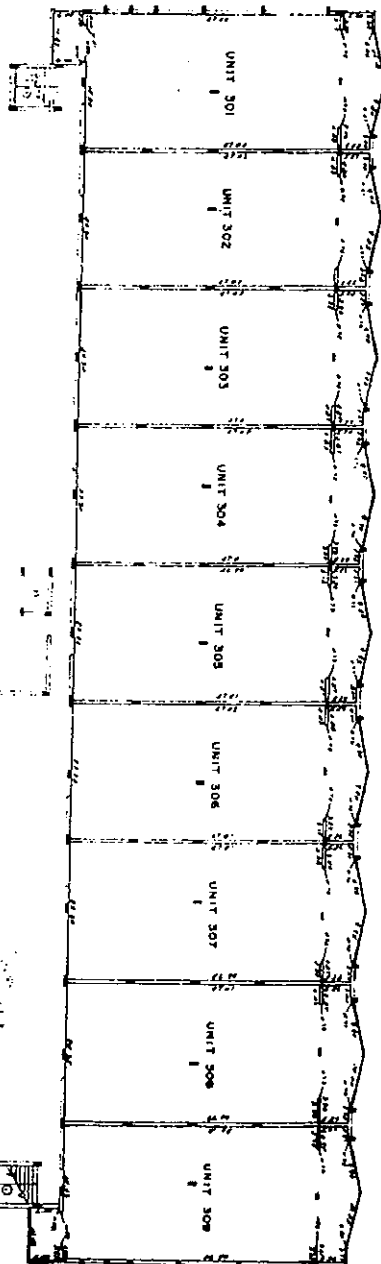
The following information contains no
newsworthy information.

SAC's telephone call with
SAS Smith, Dallas

For further information contact:

JAMES A. GIBBY, JR.
Dallas office

3rd FLOOR



NOTES
 1. The floor plan is for the 3rd floor of the building. The units are numbered 301 through 309.
 2. The floor plan is for the 3rd floor of the building. The units are numbered 301 through 309.
 3. The floor plan is for the 3rd floor of the building. The units are numbered 301 through 309.

LEGEND
 1. Unit
 2. Common Area

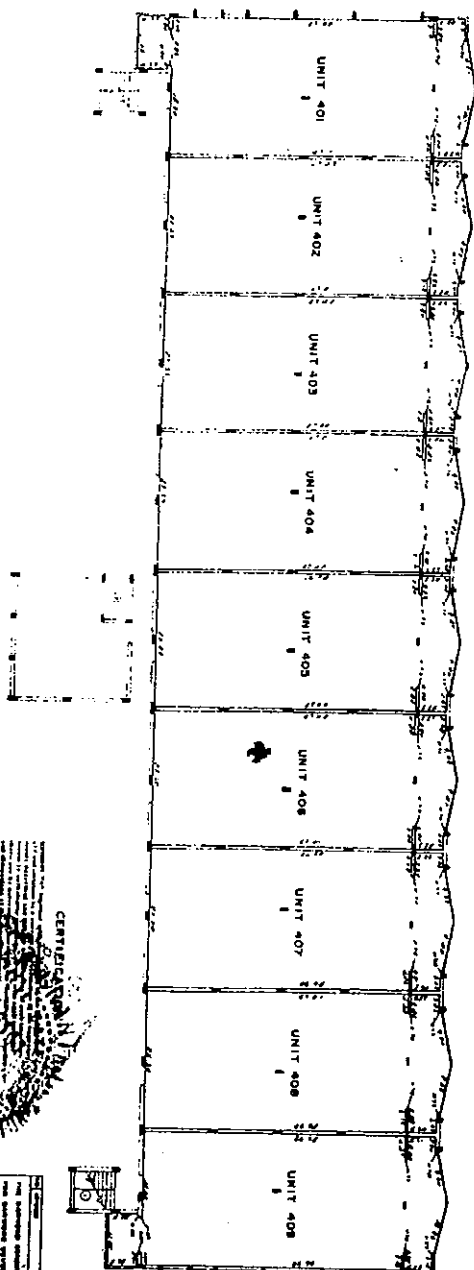
EXHIBIT "A"
 AND EXPRESSLY MADE A PART OF
 "DECLARATION OF CONDOMINIUM"
 BY BARBADO DEVELOPMENT CORPORATION
 FILED IN THE OFFICE OF THE CLERK OF THE
 SUPERIOR COURT OF THE STATE OF NEW YORK
 IN THE COUNTY OF SULLY

DESCRIPTION OF APARTMENTS, LIMITED COMMON
 ELEMENTS, & GENERAL COMMON ELEMENTS
 OF BARBADO DEVELOPMENT CORPORATION
 AS DEVELOPED BY BARBADO DEVELOPMENT CORPORATION
 IN THE COUNTY OF SULLY, STATE OF NEW YORK



APARTMENT NO.	301
APARTMENT NO.	302
APARTMENT NO.	303
APARTMENT NO.	304
APARTMENT NO.	305
APARTMENT NO.	306
APARTMENT NO.	307
APARTMENT NO.	308
APARTMENT NO.	309

4TH FLOOR



NOTES
 1. The floor plan is for the 4th floor of the building.
 2. The units are numbered 401 through 408.
 3. The plan is oriented vertically on the page.

LEGEND
 - Wall
 - Door
 - Window

NOTES

EXHIBIT "A"
 PAGE
 AND EXPRESSLY MADE A PART OF
 DECLARATION OF CONDOMINIUM
 BY SAFFORD DEVELOPMENT CORPORATION

DESCRIPTION OF APARTMENTS, LIMITED COMMON
 ELEMENTS, & GENERAL COMMON ELEMENTS

CERTIFICATION



APARTMENT NO.	401
APARTMENT NO.	402
APARTMENT NO.	403
APARTMENT NO.	404
APARTMENT NO.	405
APARTMENT NO.	406
APARTMENT NO.	407
APARTMENT NO.	408

EXHIBIT B
LEGAL DESCRIPTION
DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION

PHASE 1, BUILDING 1 - A - 2

A parcel of land lying in Section 31, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of Block "A", PLAT I of BARWOOD as recorded in Plat Book 31, Pages 24-25 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Southwest 66th Avenue and Southwest 19th Street, as shown on the plat of Sandalfoot Cove Section One, as recorded in Plat Book 28, Pages 225 and 226, Public Records of Palm Beach County, Florida; thence along the centerline of said Southwest 19th Street, N. 89° 05' 05"E., a distance of 205.00 feet to a point at the beginning of a curve, from which the radius point bears S. 0° 54' 55" E., 446.41 feet; thence easterly, along said curve, an arc distance of 271.33 feet to a point; thence along a radial line of said curve, N. 33° 54' 32" E., a distance of 40.00 feet; thence S. 56° 05' 28" E., a distance of 385.96 feet; thence N. 28° 08' 29" E., a distance of 292.15 feet to the Point of Beginning; thence continuing along the aforementioned course of N. 28° 08' 29"E., being along the West line of the aforesaid Block "A", a distance of 109.36 feet to a point; thence with a bearing of N. 36° 52' 12" E., a distance of 186.52 feet to a point; thence with a bearing of S. 53° 07' 48" E., a distance of 103.56 feet to a point; thence with a bearing of S. 28° 08' 29" W., a distance of 123.32 feet to a point; thence with a bearing of S. 61° 51' 31" E., a distance of 38.50 feet to a point; thence with a bearing of N. 28° 08' 29" E., a distance of 10.00 feet to a point; thence with a bearing of S. 61° 51' 31" E., a distance of 33.82 feet to a point; thence with a bearing of N. 28° 08' 29" E., a distance of 4.40 feet to a point; thence with a bearing of S. 61° 51' 31" E., a distance of 54.88 feet to a point; thence with a curve to the left having a tangent bearing of S. 76° 48' 15" W., a radius of 111.67 feet, an arc length of 177.73 feet to a point; thence with a bearing of S. 75° 36' 46" W., a distance of 51.13 feet to a point; thence with a bearing of S. 28° 08' 29" W., a distance of 4.51 feet to a point; thence with a bearing of N. 61° 51' 31" W., a distance of 80.98 feet to a point; thence with a bearing of N. 28° 08' 29" E., a distance of 16.15 feet to a point; thence with a bearing of N. 56° 05' 28" W., a distance of 131.32 feet more or less to the Point of Beginning.

Subject to a Utility Easement and a Drainage Easement as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records, Palm Beach County, Florida.

And subject to an easement for ingress-egress, 25 feet in width whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point of compound curvature; thence with a curve to the left having a radius of 86.67 feet, an arc length of 281.72 feet to a point; thence with a bearing of S. $85^{\circ} 05' 03''$ W., a distance of 25.00 feet to the Point of Beginning of the centerline of the subject easement; thence with a curve to the right having a tangent bearing of N. $80^{\circ} 18' 45''$ W., a radius of 100.00 feet, an arc length of 32.2 feet to a point; thence with a bearing of N. $61^{\circ} 51' 31''$ W., a distance of 36.0 feet to a point, being designated as Point "A"; thence with a bearing of N. $28^{\circ} 08' 29''$ E., a distance of 145.5 feet more or less to the end of the centerline of the subject easement.

Also, beginning at the aforementioned point "A"; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 48.50 feet to the end of the centerline of the 25.00 foot wide subject easement.

Containing 1.259 Acres, more or less, and subject to easements and rights of way of record.

EXHIBIT C

ARTICLE OF INCORPORATION

BARWOOD CONDOMINIUM III ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM
FOR

BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of
Articles of Incorporation of BARWOOD CONDOMINIUM III
ASSOCIATION, INC., a corporation not for profit
organized under the Laws of the State of Florida, filed
on December 20, 1977, as shown by the records of this
office.

The charter number for this corporation is 741085.

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
21st day of December, 1977.



Gene A. Smathers
SECRETARY OF STATE

APPROVED
AND
FILED

DEC 20 4 23 PM 1977

FLORIDA DEPT. OF STATE
CORPORATIONS DIVISION
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

BARWOOD CONDOMINIUM III ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

The name of the corporation shall be:

BARWOOD CONDOMINIUM III ASSOCIATION, INC.,

which corporation shall hereinafter be referred to as the "Association".

ARTICLE II

Purpose

The purposes and objects of the Association shall be to administer the operation and management of the condominium to be established in accordance with the Condominium Act of the State of Florida and pursuant to the development plans set forth in the Declaration of Condominium, upon or within the property in Palm Beach County, Florida, legally described upon Exhibit B attached to the Declaration of Condominium and made a part hereof which entire area is hereinafter referred to as "BARWOOD CONDOMINIUM III A CONDOMINIUM"; and to undertake the performance of the acts and duties incident to the administration of the operation and management of said condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium which shall be recorded in the Public Records of Palm Beach County, Florida, at the time that said property, and the improvements situate thereon are submitted to a plan of condominium ownership and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal as may be necessary or convenient in the administration of said condominium; and further, to foster a fine residential community throughout the area of the development.

ARTICLE III

Powers

The Association shall have the following powers:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida which are not in conflict with the terms of these articles.
2. The Association shall have all of the powers and duties set forth in the Florida Condominium Act except as limited by these Articles and any attendant declarations of condominium, and all of the powers and duties reasonably necessary to implement and effectuate the purposes of the Association, as hereinabove set forth, including but not limited to the following:
 - (a) To make, establish and enforce reasonable rules and regulations governing the use of condominium units, common elements and condominium property as said terms may be defined in the Declaration of Condominium to be recorded.
 - (b) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the condominium and the Association.
 - (c) To use the proceeds of assessments in the exercise of its powers and duties.
 - (d) To undertake the maintenance, repair, replacement and operation of the condominium and the condominium properties or property leased by the Association for the benefit of its members.
 - (e) To purchase insurance upon the condominium properties and insurance for the protection of the Association and its members.
 - (f) To reconstruct the condominium improvements after casualty and construct further improvements of the condominium properties.
 - (g) To make reasonable rules and regulations respecting the use of the condominium properties.
 - (h) To approve or disapprove the leasing and transfer of ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.

(i) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation and the By-Laws of the Association, and the rules and regulations for the use of the properties in the condominium.

(j) To acquire and/or to sell and to enter into any agreements whereby it acquires and/or sells any interest in real or personal property, whether by fee or otherwise, whether or not contiguous to the land of the condominium, all to be for the use or benefit of the members of the Association.

3. All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held in the trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

4. The Association shall make no distribution of income to its members, directors or officers.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

Members

1. The members of the Association shall consist of all the record owners of Units in the building of the condominium comprising BARWOOD CONDOMINIUM III, A CONDOMINIUM.

2. Transfer of membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of an Approval of Transfer executed by the BARWOOD CONDOMINIUM III ASSOCIATION, INC., and of a condominium deed or other instrument establishing a record title to a Unit in the condominium and the delivery to the Association of the certified copy of such instrument; the owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

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

4. The members of the Association, singly or collectively, shall be entitled to only one vote for each unit owned by them. The exact manner of exercising voting rights when there are two or more owners of one unit shall be determined by the By-Laws of the Association.

ARTICLE VDirectors

1. The affairs of the Association will be managed by a Board consisting of the number of Directors as shall be determined by the By-Laws of the Association, but shall be not less than three (3) in number. In the absence of a determination as to the number of members, the Board of Directors shall consist of three (3) directors.

2. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The first election of Directors by the members of the Association shall be held pursuant to the provisions of the Condominium Act (specifically Florida Statutes, Chapter 718.301), or when the Developer shall voluntarily call an election, whichever shall first occur.

4. The Directors herein named shall serve until the first election of Directors by Association members, and any vacancies in their number occurring before the first election shall be filled by remaining Directors.

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

Name

George H. Sparling	9740 S.W. 18th Street Boca Raton, Florida 33432
John B. Sparling	55 S.W. 2nd Avenue Boca Raton, Florida 33432
Barbara M. Sparling	9740 S.W. 18th Street Boca Raton, Florida 33432

ARTICLE VIOfficers

The affairs of the Association shall initially be administered by the officers named in these Articles of Incorporation. After the Developer has relinquished control of the Board of Directors, the officers shall be elected by the Board of Directors at its first meeting, following the annual meeting of the members of the Association; which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers

who shall serve until their successors are designated by the Board of Directors elected by the membership of the Association are as follows:

<u>NAME and ADDRESS</u>	<u>OFFICE</u>
George H. Sparling 9740 S.W. 18th Street Boca Raton, Florida 33432	President
Barbara M. Sparling 9740 S. W. 18th Street Boca Raton, Florida 33432	Secretary
John B. Sparling 55 S.W. 2nd Avenue Boca Raton, Florida 33432	Treasurer

ARTICLE VII

Indemnification

Every Director, and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interest of the Association.

The foregoing right of indemnification shall be in addition to, and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VIII

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX

Amendments to these Articles of Incorporation shall be proposed

and adopted in the following manner:

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

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one or more members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Association at or prior to the meeting.

(a) Such approval must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) By not less than 80% of the votes of the entire membership of the Association.

3. No amendment shall make any changes in the qualification for membership or in voting rights of members, or any change in Paragraphs 3 and/or 4 of Article III hereof without approval in writing by all members.

4. A copy of each amendment to the Articles of Incorporation as approved shall be accepted and certified by the Secretary of State and recorded in the public records of Palm Beach County, Florida.

ARTICLE X

Term

This Association shall have perpetual existence.

ARTICLE XI

Developer

Wherever referred to herein, the term "Developer" shall mean BARWOOD DEVELOPMENT CORPORATION, a Florida Corporation, its successors or assigns.

ARTICLE XII

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
George H. Sparling	9740 S. W. 18th Street Boca Raton, Florida 33432
Barbara M. Sparling	9740 S. W. 18th Street Boca Raton, Florida 33432
John W. Neuman	9740 SW 18th Street Boca Raton, FL 33432

ARTICLE XIIIRegistered Agent

The initial registered agent of the Association shall be GEORGE H. SPARLING, whose address is 23277 Barwood Lane North, Boca Raton, Florida 33432.

ARTICLE XIVRegistered Address

The initial street address of the Registered Office of this Corporation in the State of Florida is 23277 Barwood Lane North, Boca Raton, Florida, 33432.

ARTICLE XVAgent of Service of Process

This corporation desiring to organize under the laws of the State of Florida with its principal office as indicated in these Articles of Incorporation at the City of Boca Raton, Palm Beach County, Florida, has named GEORGE H. SPARLING, 23277 Barwood Lane North, Boca Raton, Florida, as its agent of service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this Article, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office.

BY: George H. Sparling
GEORGE H. SPARLING
Agent for Service of Process

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on this 8th day of December, 1977.

George H. Sparling
GEORGE H. SPARLING

Barbara M. Sparling
BARBARA M. SPARLING

John W. Neuman
JOHN W. NEUMAN

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements in the State of Florida on this day personally appeared George H. Sparling, Barbara M. Sparling, and John W. Neuman, being all the subscribers of the Articles of Incorporation of the foregoing Association, who, after being duly sworn by me, upon their oaths, stated that they have executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal at Boca Raton, in said County and State on this 8th day of December, 1977.

Barbara S. Neuman
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY, 20 1981
BONDED THIS GENERAL, INS., 10-0000000000

PALM BEACH REC 2801 PAGE 628

EXHIBIT D
BY-LAWS OF THE
BARWOOD CONDOMINIUM III, ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

BY-LAWS

OF

BARWOOD CONDOMINIUM III ASSOCIATION, INC.

A corporation not for profit under
the laws of the State of Florida

1. IDENTITY. These are the By-Laws of BARWOOD CONDOMINIUM III ASSOCIATION, INC., of Boca Raton, herein called the Association, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering the operation and management of the condominium to be established in accordance with the Condominium Act of the State of Florida, and pursuant to the development plans set forth in the Declaration of Condominium upon the property, as it is described upon Exhibit B attached to said declaration, which entire area comprises and shall hereinafter be referred to as BARWOOD CONDOMINIUM III, A CONDOMINIUM.

1.1 The office of the Association shall be at 23279 Barwood Lane North, Boca Raton, Florida, or at such other place or places as the Board of Directors may determine from time to time.

1.2 The fiscal year shall be the calendar year.

1.3 The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "corporation not for profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

2. MEMBERSHIP AND MEMBERS' MEETINGS.

2.1 Qualification. The members of the Association shall consist of all of the record owners of units in BARWOOD CONDOMINIUM III, A CONDOMINIUM, and such membership shall become effective immediately upon a party becoming a record title owner of a unit in the condominium.

2.2 Change of Membership. After receiving approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, an approval of transfer and a deed or other instrument establishing a record title to a unit of

BARWOOD CONDOMINIUM III A CONDOMINIUM, and delivery to the Association of a certified copy of each instrument, the grantee in such instrument thereby immediately becoming a member of the association in the place and stead of the prior owner. The membership of a prior owner shall thereby be terminated.

2.3 The annual members' meeting shall be held at the office of the corporation at 10:00 a.m. Eastern Standard Time, on the first Tuesday in February of each year for the purpose of electing directors and transacting any other business.

2.4 Special members' meeting shall be held at the office of the corporation whenever called by the President or Vice President or by the majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of meeting.

2.5 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be written or printed, and shall state the time and place and object for which the meeting is called, and shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to such meeting. Such notice shall be given to each member not less than fourteen (14) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

2.6 A Quorum at members' meetings shall consist of the presence in person or by proxy of a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

2.7 Voting

1. In any meeting of members, the owners of units shall be entitled to cast one vote for each unit so owned.

2. If a unit is owned by one person his right to vote shall be established by the roster of unit owners kept by the Secretary of the Association. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purpose.

2.8 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof, provided, however, that no one person shall be designated to hold more than five (5) proxies.

2.9 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.10 At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman.

2.11 The order of business at annual members' meetings, shall be:

1. Determination of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of election.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

3. DIRECTORS.

3.1 Membership. The affairs of the Association shall be managed by a board of a number of directors to be determined as follows:

1. Not less than three (3) nor more than five (5) directors initially which number shall remain the same until the Developer relinquishes control as hereinafter provided for and the first election for members of the board is held.

2. Not less than three (3) nor more than nine (9) to be elected at the first election of directors.

3. The number of directors shall remain at five (5) unless said number shall be changed by a vote of the Association membership at a meeting to be held at least six (6) months prior to the time for the election of the Board of Directors.

3.2 Election of directors shall be conducted in the following manner:

1. Election of directors shall be held at the annual members' meeting.

2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving or to serve as may be adjusted by a vote of the membership as hereinabove provided for. Other nominations may be made from the floor.

3. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

5. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

6. Provided, however, that until the Developer terminates its control of the Association pursuant to the Condominium Act, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies. If there are no remaining directors, the vacancies shall be filled by the Developer.

3.3 The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days after their election at such place and time as shall be fixed by the directors at the meeting at which they were elected and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.65 Meetings of the Board of Directors shall be open to all unit owners and notices of all meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners, except in an emergency.

3.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at directors' meetings 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 where approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

3.9 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such a director for the purpose of determining a quorum.

3.11 The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to serve in said capacity.

3.12 The order of business at directors' meetings shall be:

1. Call of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

3.13 Directors' fees, if any, shall be determined by the members.

4. Powers and duties of the Board of Directors.

4.1 All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required. Such powers and duties of the directors shall include, but shall not be limited to the following, subject, however, to the provisions of the Declaration of Condominium, the Articles of Incorporation and these By-Laws:

1. To purchase insurance upon the condominium properties and insurance for the protection of the Association and its members.
 2. To contract for management of the Condominium and to delegate to the contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval by the Board of Directors or the members of the Association.
 3. To acquire and enter into agreement whereby it acquires leaseholds, memberships, and other possessory or use interests in lands, or facilities whether or not contiguous to the lands of the condominium intended to provide for the enjoyment, recreation or other use and benefit of the unit owners, and to declare expenses in connection therewith to be common expenses.
 4. To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate private units.
 5. To enforce by legal means, the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing use of the condominium properties.
 6. To approve or disapprove proposed purchasers and lessees of units in the manner specified in the Declaration of Condominium.
- 4.2 The Board of Directors shall adopt such rules and regulations relative to the condominium as they shall deem

necessary and proper from time to time; provided, however, that the Developer reserves the right to establish such rules and regulations until such time as the Developer terminates its control over the Association.

4.3 The undertakings, leases and contracts authorized by the initial board shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first Board of Directors, duly elected by the membership after the Developer has relinquished control of the Association, notwithstanding the fact that members of the initial Board of Directors may be directors or officers of, or otherwise associated with the Developer, or other entities doing business with the Association.

5. OFFICERS.

5.1 The executive officers of the corporation 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, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Vice President shall in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by the members shall not preclude the Board of Directors from employing a director as an employee of the Association, nor preclude the contracting with a director for the management of the condominium.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts which shall include but not be limited to the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

1. Current Expenses, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for replacement which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds which may be used for capital expenditures for additional improvements of additional personal property.

5. The Board of Directors, upon a two-thirds vote of its membership shall have the authority during a budget year, to transfer funds which, in its discretion if it deems necessary to hold for the purposes of a particular account, to and for the use of another purpose in another account.

6.2 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for account and reserves including but not limited to the following, according to good accounting practices:

1. Current expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year, or to fund reserves.

2. Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements, the amount for which shall not exceed Five Thousand (\$5,000.00) Dollars; provided, however, that in the expenditure of this fund no sum in excess of Two Thousand (\$2,000.00) Dollars shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association, in the manner required by the Declaration of Condominium. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by condominium parcel owners entitled to cast no less than seventy-five (75%) percent of the votes of the entire membership of the Association.

5. It is further provided, that the Developer shall guarantee the budget until December 31st, 1978, and therefore, the Developer and the condominium parcels owned by it shall not be subject to assessment as provided for in the Declaration of Condominium, but instead shall be assessed and pay to the Association in lieu thereof, a sum equal to the actual amount of the operating expenditures for each calendar year, less an amount equal to the total assessments made by the Association against owners of condominium parcels (excluding those condominium parcels owned by the Developer). During the above period no provision shall be made for betterment or reserves. The Developer reserves the right, but shall not be obligated, to renew the budget guarantee on an annual basis, so long as the Developer is in control of the Association.

6. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1st, preceding the year for which the budget is made. The copy of

the budget and proposed assessments shall be mailed to each unit owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting. If the budget is frequently amended, a copy of the amended budget shall be delivered to each member. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget, and assessments levied pursuant thereto; and, nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in its sole discretion, to levy an additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay cost and expenses of operation and management, or in the event of emergencies.

7. The provisions of the Condominium Act applicable to revision of the budget and/or recall of the Board of Directors are hereby incorporated by reference, together with all mandatory amendments to said provisions. The revision of the budget or recall of any or all members of the Board of Directors shall require a vote of sixty (60) percent of the whole number of votes of all unit owners.

6.3 Assessments for Common Expenses. Assessments against the condominium parcel owners for their share of the common expense shall be made for the calendar year annually in advance on or before December 20th, preceding the year for which the assessments are made. Such assessments shall be due in four (4) equal quarterly installments, on the first day of January, and on the first day of each quarter thereafter of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore, may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal quarterly installments for the full quarter remaining in the assessment year.

6.4 Assessments for charges. Charges or special assessments by the Association, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

6.5 Acceleration of assessment installments upon default. If a condominium parcel owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon

notice thereof to the condominium parcel owner, and thereupon the unpaid balance of the assessments shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the condominium owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after thirty (30) days notice to the apartment owners concerned and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.7 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.8 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year which the audit is made.

6.9 Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.10 The termination of membership in the condominium shall not relieve or release any such former owner or a member from a liability or obligation incurred under or in any way connected with the condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

7. RULES AND REGULATIONS.

7.1 As to common elements and limited common elements. The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements and limited common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall, from time to time, post in a conspicuous place on the condominium properties a copy of the rules and regulations adopted from time to time by the Board of Directors. The initial rules and regulations shall be as set forth upon Exhibit E to the Declaration of Condominium.

7.2. As to Condominium Units. The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit (s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

8. REGISTERS.

8.1 The Secretary of the Association shall maintain a register in the corporation office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely upon the last given address of each of the members.

8.2 Any application for the transfer of a membership or for a conveyance of interest in a condominium parcel or a lease of condominium parcel shall be accompanied by an application fee in the amount of Fifty (\$50.00) Dollars to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred by the Board of Directors. The Board of Directors shall have the right to increase or decrease the application fee, consistent with the provisions of Chapter 718, Florida Statutes.

8.3 The Association shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to notify the Association in writing of the pledge or mortgage. In the event notice of default is given any member, under an application provision of the By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

9. AMENDMENTS TO THE BY-LAWS.

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

9.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either:

1. Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or

2. By not less than eighty (80%) percent of the votes of the entire membership of the Association.

9.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Palm Beach County, Florida.

9.4 Developer. Notwithstanding the foregoing provisions of these Articles, no amendment to these By-Laws may be adopted or become effective prior to the relinquishment of control of the Association by the Developer without the prior written consent of the Developer.

10. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.

11. It is anticipated that the taxing authorities in taxing for real property taxes shall tax each condominium unit on a separate and distinct basis by forwarding a separate bill to each individual condominium parcel owner for his separate unit. In the event the taxing authorities do not tax individually upon each unit and one tax bill is levied, then and in such event, the Association shall divide the tax bill as a common expense for said condominium and same shall be paid by the individual condominium parcel owner of the condominium in percentage to his ownership in the common elements as stated in the subject Declaration of Condominium.

11.1 Whenever the masculine singular form of the person is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

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

11.3 If any irreconcilable conflicts should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration shall prevail.

11.4 Corporation and Association are used synonymously, and condominium parcel and unit are used synonymously herein.

The foregoing was adopted as the By-Laws of BARWOOD
CONDOMINIUM III ASSOCIATION, INC., a corporation not for profit
under the laws of the State of Florida, at the first meeting of
the Board of Directors, on the 20th day of December,
1977.

Barbara M. Sparling
BARBARA M. SPARLING
Secretary

Approved:

George H. Sparling
George H. Sparling
President

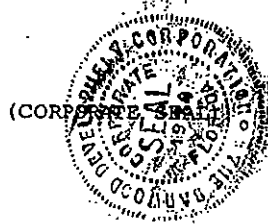


EXHIBIT ONE

BARWOOD CONDOMINIUM III, A CONDOMINIUM
Approval of Transfer

Pursuant to the provisions of the Declaration of Condominium of BARWOOD CONDOMINIUM III, A CONDOMINIUM, the BARWOOD CONDOMINIUM III ASSOCIATION, INC., by and through its Board of Directors, has approved and does by these presents approve the transfer of that certain condominium parcel described as Unit No. _____, and Limited Common Element (Parking Space) No. _____.

FROM: _____

TO: _____

IN WITNESS WHEREOF, the Association has caused these presents to be executed this _____ day of _____, 1977.

Signed, sealed and delivered
in the presence of:

President

Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF) ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, well known to me to be the _____ and _____, respectively, of the Association named in the foregoing instrument, and who acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Association.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, A.D., 1977.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT B
RULES AND REGULATIONS
*
DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III , A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA..

BARWOOD CONDOMINIUM III ASSOCIATION, INC.
OF BOCA RATON

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall be deemed in effect until amended by the Board of Directors of the Condominium Association and shall apply to and be binding upon all unit owners. The unit owners 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, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other unit owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the By-Laws of the Condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Directors may, from time to time, adopt and amend previously adopted Rules and Regulations governing the details of the operation, use maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. Any waivers, consents or approval given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

- 129*
- A. Violations should be reported to the Manager of BARWOOD CONDOMINIUM III in writing or to an individual named by the Board and not to the Board of Directors or to Officers of the Association.
 - B. Violations will be called to the attention of the violating owner by the Manager of BARWOOD CONDOMINIUM III and he will also notify the appropriate committee of the Board of Directors.

- C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

2. FACILITIES:

The facilities of the condominium are for the exclusive use of the Association members, lessees, resident house guests, and guest accompanied by a member. No guest or relative of any member or lessee other than a house guest or relative actually in residence shall be permitted to use the recreational facilities unless accompanied by a resident member or the family of such owner or lessee. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the owner.

3. NOISE:

In order to insure your own comfort and that of your neighbors, radio, hi-fi, and television sets should be turned down to minimum volume between the hours of 11:00 P.M. and 8:00 A.M. All other unnecessary noises, such as bidding good night to departing guests, and slamming car doors between these hours should be avoided. Your neighbors will appreciate this.

4. PETS:

No bird, reptile or animal shall be kept or harbored in the condominium unless the same in each instance be expressly permitted in writing by the Association, which permission may be conditioned on such terms as the Association in its sole discretion deems to be in the best interest of the condominium as a whole. Such permission in one instance shall not be deemed approval in any other instance; and any such permission may be revoked at any time in the sole discretion of the Association. In no event shall dogs be permitted in any of the public portions of the condominium unless carried. The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the development.

- A. No animals owned by members, shall be allowed to commit a nuisance in any public portion of the condominium building or grounds, except in areas specifically designated by the Association.
- B. An authorization in writing to keep pets will expire when a member's pet dies or is disposed of.
- C. Pets shall include all types of animals, such as dogs, cats, parrots, frogs, reptiles, turtles, etc.
- D. All pets should be carried in the arms of the owner. If this is not physically possible, they should be restrained and kept on a leash.

E. Lessees, resident house guests or visitors may not at any time have a dog or any other pet at the condominium.

5. OBSTRUCTIONS:

Sidewalks, entrances, driveways, passages, patios, courts, elevators, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. No sign, notice or advertisements shall be inscribed or exposed on or at any window or other part of the condominium except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the condominium without similar approval. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the condominium or the roof thereon.

6. CHILDREN:

Reasonable supervision must be exercised when children are playing on the grounds. Children under fifteen (15) years of age are not permitted as residents.

7. DESTRUCTION OF PROPERTY:

Neither members, their dependents, nor guests shall mark, mar, damage, destroy, deface, or engrave any part of the building. Members shall be responsible for any such damage.

8. EXTERIOR APPEARANCE:

The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated, or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. Balcony floors may be painted any color desired or covered with carpeting, otherwise, standard exterior colors shall not be altered.

9. CLEANLINESS:

amended
All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All disposal shall be used in accordance with instructions given to the owner by the Association.

10. BALCONIES:

Plants, pots, receptacles, and other movable objects must not be kept, placed or maintained on ledges of balconies or terraces. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs, or mats shall be hung up or shaken from

windows, doors, and balconies or terraces. Members shall remove all loose objects or movable objects from the balconies during the hurricane season. Do not throw cigars, cigarettes or any other object from your balcony. Members shall not allow anything to be thrown, or to fall from windows, doors, balcony or terrace. No sweeping or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balcony or to the interior of building from hall doors.

11. INGRESS AND EGRESS:

No member shall allow exterior doors to remain open for any purpose other than for immediate ingress and egress.

12. DOOR LOCKS:

Members must abide by Paragraph 13.5, RIGHT OF ENTRY INTO PRIVATE DWELLINGS IN EMERGENCIES, of the Declaration of Condominium which reads as follows:

In case of any emergency originating in or threatening any Dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent or Managing Agent, shall have the right to enter such Dwelling for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each Dwelling if required by the Association, shall deposit under the control of the Association a key to such Dwelling.

13. ATTIRE:

Members, their families, and guests shall not use the common elements or clubhouse except in appropriate attire.

14. PLUMBING:

Water closets and other plumbing shall not be used for any other purpose than those for which they are constructed, and no sweeping, rubbish, rags, or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse shall be borne by the member.

15. ROOF:

Members are not permitted on the roof for any purpose.

16. SOLICITATION:

There shall be no solicitation by any person anywhere in the condominium for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.

17. STAFF PERSONNEL:

The Staff have assigned duties and therefore, cannot provide valet parking, dog walking or sitting, handling groceries or similar personal services. They have been instructed to carry out their duties in an orderly manner. All other requests for service by the Staff must be approved by the Manager. It is asked that the Manager be notified when a unit is left unoccupied for more than a day or two.

18. SWIMMING POOL:

Members and their guests using the swimming pool do so at their own risk. Members and their guests are requested to obey the posted swimming pool rules. Children under fifteen (15) years may use the pool and facilities of the recreation area only during the hours as established by the Board of Directors and must be accompanied and supervised by a responsible adult resident.

- A. Swimming in the pool is permitted between the hours of 8:00 a.m. and 9:00 p.m. Since the pool is not guarded, persons using this facility must do so at their own risk. Persons using these facilities must be appropriately attired.

The following are basic rules for persons using the pool:

1. Shower thoroughly each and every time before entering the pool.
2. Restraining pool safety cables should be kept in place and are not to be used as swings or as a diving aid.
3. Pneumatic floats or other items of a similar nature, except swimming aids, are not permitted in the pool.
4. Pets are forbidden in the general pool area.
5. Running in the general pool area is not permitted.
6. Beverage or food is not to be consumed poolside or in any other common area except as designated by the Board of Directors.
7. If suntan oil is used, make certain that a beach towel is used to cover patio furniture.

19. PARKING:

No vehicle, boat trailer, house trailer, or camper which

exceeds a width of nine (9) feet and a length of nineteen (19) feet belonging to an owner or to a member of the family or guest, tenant or employee of an owner shall be parked on the condominium property. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking regulations posted at the private streets, parking areas, and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property. Each parking space is assigned as an appurtenance to a particular dwelling unit. As such, each space may be used only by the owner except when the owner has given written permission (copy to Resident Manager) for use by another owner, lessee or resident guest. You may not park your car in any space other than the one you are assigned without proper permission. A unit owner may not use more than one guest parking space for any additional vehicle owned, operated or maintained by the unit owner. Parking space sizes are adequate. Please make certain that your vehicles are parked within the painted lines and are pulled up close to the bumper. As a security measure, keep your automobile doors locked.

20. FOOD AND BEVERAGE:

Food and beverages may not be consumed in the Meeting Room, swimming pool patio or other common areas, unless specifically authorized in writing by the Board of Directors, or the Manager.

21. COMMON FACILITIES:

Members are requested to cooperate with the building Manager in the use of common facilities where more than one organized activity is scheduled for the same time.

22. HURRICANE PREPARATIONS:

Each member who plans to be absent from his unit during the hurricane season must prepare his unit prior to departure by:

- A. Removing all furniture and plants from his balcony.
- B. Designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage and furnish the Manager with the name of such firm or individual. The designated firm or individual shall contact the Manager for permission to install or to remove hurricane shutters.

23. Owners shall notify the Resident Manager in advance by written notice of the arrival and departure dates of guests who have his permission to occupy a unit in his absence. Owners

should have such guests check in at the office upon arrival in order that service can be extended to them in the way of telephone calls coming into the office, incoming mail or any emergency which might arise. Guests will be given copies of rules and regulations and the owners will be responsible for the compliance of such rules.

Amended 79

24. LEASING OR RESALE:

The "Declaration of Condominium" for BARWOOD CONDOMINIUM III ASSOCIATION, INC., which is filed of record in Palm Beach County, specified how leasing or sale of condominium units shall be handled, including the following:

- A. No owner of a dwelling shall lease or sell his condominium unit to anyone without first giving notice in writing by registered or certified mail to the Board of Directors, or by personal delivery to the Secretary or the President of the Association.
- B. The letter notifying the Association of an owners desire to lease or sell his dwelling must state the name, address and employment or occupation of the prospective lessee or purchaser. A copy of the bona fide offer to lease or sell the dwelling must also be submitted.
- C. The application forms required by the Association for the use of its facilities shall be completely filled in and signed by the prospective lessee or purchaser. The application must be accompanied by a non-refundable administrative fee of Fifty (\$50.00) Dollars to cover the Association administration expenses.
- D. The Association shall have thirty (30) days from receipt of the information requested to decide whether it will exercise its option of first refusal and will so notify the dwelling owner in writing.
- E. The lease or sales contract must contain a covenant stating that the lessee or purchaser shall comply with all present and future Rules and Regulations of the Association.
- G. Sub-leasing by lessee is not permitted, except when the Association is the lessee.
- H. No condominium unit may be leased for a period of less than four (4) months and is restricted to three (3) leases per calendar year.

- I. Leasing shall be restricted to adults only, with a limit of two (2) people for each bedroom in the condominium unit.
- J. Lessees or purchasers are not permitted to bring a pet of any kind into the condominium without approval pursuant to the provisions of Paragraph Four (4) of these Rules and Regulations.

The foregoing rules and regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to the Resident Manager who will call the matter to the attention of the violating owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.

By the order of the Board of
Directors of BARWOOD CONDOMINIUM
III ASSOCIATION, INC.

GEORGE H. SPARLING
President

George H. Sparling

BARBARA M. SPARLING
Secretary

Barbara M. Sparling

JOHN B. SPARLING
Treasurer

John B. Sparling

EXHIBIT F

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENT AND MAINTENANCE

BARWOOD CONDOMINIUM III, A CONDOMINIUM

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENT AND MAINTENANCE
OF BARWOOD CONDOMINIUM III

This Declaration of Covenants and Restrictions for Improvement and Maintenance (hereinafter the Declaration), made this 9th day of December, 1977, by BARWOOD DEVELOPMENT CORPORATION, a Florida Corporation (hereinafter referred to as Developer), declares that the real property described in Exhibit B, to the Declaration of Condominium of Barwood Condominium III, attached hereto and made a part hereof, which is owned by BARWOOD DEVELOPMENT CORPORATION, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, assessments, liens hereinafter set forth, and the provisions not in conflict with this Declaration contained in any Declaration of Condominium, hereinafter recorded submitting all or any portion of the lands described in said Exhibit B to the condominium form of ownership.

ARTICLE I

Definitions

1. The terms used in this Declaration shall have the meaning as follows or as stated in Florida Statute Chapter 718, the Condominium Act, unless the context otherwise requires:

(a) Association shall mean and refer to the Barwood Condominium Improvement Association, Inc., a Florida corporation not for profit, the By-Laws and Articles of Incorporation of which are attached to the Declaration of Condominium of Barwood Condominium III, a condominium, hereto as Exhibit H and Exhibit I, for Maintenance and Improvement of which the Certificate of Incorporation and By-Laws of the Association make reference.

(b) Member. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles and By-Laws whether or not that person participates in the Association as a member.

(c) Unit Owner means the owner of a condominium parcel. The words apartment owner are synonymous with the words unit owner as defined herein.

(d) Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, or other mortgagee which shall be acceptable to the Association.

ARTICLE II

Property Subject to This Declaration

1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida and is described in Exhibit B to the Declaration of Condominium of Barwood Condominium III, a condominium, which Exhibit is, additionally, attached hereto.

2. It is contemplated that a declaration similar to this Declaration will be recorded on other real property within the general locality, and the additional real property made subject to such restrictions shall assume the same rights and obligations as contained herein.

ARTICLE III

Property Rights

1. Certain real property may be conveyed to the Association from time to time which would be for the use and benefit of all the members of Barwood Condominium Improvement Association, Inc.

2. Each member shall have a right of easement and enjoyment in and to any real property conveyed to the Association and such shall be appurtenant to and pass with title to each condominium parcel, subject to the following:

(a) the right of the Association (in accordance with its Articles and By-Laws), to borrow money for the purpose of improving such real property and in aid thereof to mortgage said properties;

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) the right of the Association to dedicate or transfer all or any part of such real property to any public agency, authority or utility;

(d) all provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association;

(e) rules and regulations governing use and enjoyment of the real property of the Association adopted by the Association.

ARTICLE IV

Maintenance Association

1. The Developer has caused to be incorporated pursuant to

Chapter 608, Florida Statutes, a corporation not for profit known as Barwood Condominium Improvements Association, Inc. in accordance with the Articles of Incorporation.

2. Membership. Every person or entity who is a record fee simple owner of a condominium parcel shall be members of the Association, provided that such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

3. Voting. Members shall have such voting rights as are set out in the Articles of Incorporation of the Association.

ARTICLE V

Covenants for Improvements and Maintenance Assessments

1. Barwood Development Corporation, for itself, and for each condominium parcel which it owns within the real property described in aforesaid Exhibit B, hereby covenants, and each unit owner (by acceptance of a deed, whether or not it shall be so expressed in such deed or other form of conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (a) any annual assessments or charges; and (b) any special assessments for capital improvements or major repair. Each assessment shall be a personal obligation of the unit owner and shall be a lien against the condominium parcel.

2. The assessments levied and collected by the Association shall be used for the purpose of promoting the recreation and social welfare of the unit owners and condominium associations within the area described in Exhibit (1) to this Declaration of Covenants and Declarations.

3. The annual assessment which shall be payable in monthly installments and all special assessments shall be fixed and established by the Board of Directors in accordance with the projected budget, or special financial needs of the Association.

4. The monthly installments of the annual assessment shall commence on a date fixed by the Board of Directors. The due date of any annual or special assessment shall be established in the Board of Directors' resolution authorizing such assessment.

5. The Board of Directors of the Association shall fix the date of commencement and the amount of each assessment against each unit owner at least thirty (30) days in advance of such due date or period, and shall maintain an Association Lien Book listing the assessments and the properties so assessed, which shall be available for inspection by any member of the Association during normal business

hours. Written notice of each assessment shall be sent to every member subject to the assessment within ten (10) days of the resolution fixing the assessment. The Association shall upon demand at any time furnish to any unit owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then unit owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the unit owner against whom the assessment is levied. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional mortgage or mortgages now or hereafter placed upon a condominium parcel subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such condominium parcel pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any condominium parcel from liability for any assessments thereafter becoming due, nor for the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

If a special assessment or a monthly installment of annual assessment is not paid within ten (10) days after the delinquency date, the unpaid assessments shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the unit owner, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

ARTICLE VI

Miscellaneous

1. Duration. The Covenants and Restrictions in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the unit owner of any condominium parcel subject to this Declaration, their respective legal

representatives, heirs, successors and assigns; provided, however, that the same may be changed by the vote of the members of three-fourth (3/4) of the units agreeing to amend, modify or terminate said Covenants and Restrictitons in whole or in part.

2. Notices. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when mailed post-paid to the last known address of the persons who appears as a member or unit owner on the records of the Association at the time of such mailing.

3. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

4. Amendment. This Declaration may be amended at any time and from time to time upon the vote of members holding not less than three-fourths (3/4) of the voting interest of the membership, provided that so long as Barwood Development Corporation holds title to any real property affected by this Declaration, Barwood Development Corporation's consent must be obtained in writing. Any such amendment shall be evidenced by an instrument executed by the proper officers of the Association and recorded in the Public Records of Palm Beach County, Florida.

5. Effective Date. This Declaration shall become effective upon recordation in the Public Records of Palm Beach County, Florida.

Executed as of the date first above written.

BARWOOD DEVELOPMENT CORPORATION

By: George H. Sparling
GEORGE H. SPARLING, Pres.

Attest: Barbara M. Sparling
BARBARA M. SPARLING, Sec.

STATE OF FLORIDA)
 : ss
COUNTY OF PALM BEACH)

On this day personally appeared before me, the undersigned authority GEORGE H. SPARLING and BARBARA M. SPARLING, as President and Secretary, respectively, of Barwood Development Corproation, a Florida corporation, and they acknowledged before me that they

executed the foregoing Declaration of Covenants and Restrictions as such officers of said corporation and they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Boca Raton, Florida in said County and State as aforesaid, this 12th day of December, 1977.

NOTARY PUBLIC
MY COMMISSION EXPIRES 20 1981
BONDED UNDER 200000

Barbara J. Desimone
NOTARY PUBLIC

Signed, sealed and delivered in the presence of:

Sheraldine M. Lesar

Paul N. Brondt

Boca Raton Federal Savings & Loan Association of Boca Raton, Florida.

By:

Attest:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

PERSONALLY APPEARED before me, the undersigned authority, Arthur G. Martell as Vice President of the Boca Raton Federal Savings & Loan Association of Boca Raton, Florida, who after first being duly sworn, deposes and says that he executed the foregoing Joinder of Mortgage for the uses and purposes therein expressed as such officer.

WITNESS my hand and official seal in the aforesaid County and State, this 9th day of December, 19 77

Sheraldine M. Lesar
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 20 1981
BONDED UNDER 200000

EXHIBIT G

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENT AND MAINTENANCE
RECREATION FACILITIES, BARWOOD CONDOMINIUM III**

**DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA**

DECLARATION OF COVENANTS AND RESTRICTIONS FOR IMPROVEMENT AND MAINTENANCE

This Declaration of Covenants and Restrictions for Improvement and Maintenance (hereinafter the Declaration), made this 24 day of December 1977, by BARWOOD DEVELOPMENT CORPORATION, a Florida corporation (hereinafter referred to as Developer), declares that the real property described in Exhibit 1, attached hereto and made a part hereof, which is owned by BARWOOD DEVELOPMENT CORPORATION, is and shall be held, transferred, sold, conveyed and encumbered subject to the covenants, restrictions, easements, charges, assessments, and liens hereinafter set forth, and the provisions contained in conflict with this Declaration contained in any Declaration of Condominium, hereinafter recorded submitting all or any portion of the lands described in Exhibit 2 to the condominium for common ownership.

ARTICLE I

Definitions

1. The terms used in this Declaration shall have the meaning as follows or as stated in Florida Statute 711, as amended, the Condominium Act, unless the context otherwise requires.

(a) Association shall mean and refer to the Barwood Condominium Improvement Association, Inc., a Florida corporation not for profit, the By-Laws, and Articles of Incorporation which are attached hereto as Exhibit H and I, respectively.

(b) Member. As used herein, the term "member" shall mean and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles of Incorporation and By-Laws whether or not that person participates in the Association as a member.

(c) Unit Owner means the owner of a condominium unit. The words "apartment owner" are synonymous with the word "unit owner" as defined herein.

(d) Institutional Mortgage is the owner and holder of a mortgage encumbering a condominium parcel, which owner or holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate mortgage investment trust, or other mortgagee which shall be acceptable to the Association.

ARTICLE II

Property Subject to This Declaration

1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and is described in Exhibit 1 attached hereto.

ARTICLE IIIProperty Rights

1. Certain real property may be conveyed to the Association from time to time which would be for the use and benefit of all the members of Barwood Condominium Improvement Association, Inc.

2. Each member shall have a right of easement and enjoyment in and to any real property conveyed to the Association and such shall be appurtenant to and pass with title to each condominium parcel, subject to the following:

(a) The right of the Association (in accordance with its Articles and By-Laws), to borrow money for the purpose of improving such real property and in aid thereof to mortgage said properties;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) The right of the Association to dedicate or transfer all or any part of such real property to any public agency, authority or utility;

(d) All provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association; and

(e) Rules and regulations governing use and enjoyment of the real property of the Association adopted by the Association.

ARTICLE IVMaintenance Association

1. The Developer has caused to be incorporated pursuant to Chapter 617, Florida Statutes, a corporation not for profit, known as Barwood Condominium Improvement Association, Inc., in accordance with the Articles of Incorporation.

2. Membership. Every person or entity who is a record fee simple owner of a condominium parcel in the real property identified pursuant to attached Exhibit 2, shall be members of the Association provided that such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

3. Voting. Members shall have such voting rights as are set out in the Articles of Incorporation of the Association.

ARTICLE V

Covenants for Improvements and Maintenance Assessments

1. Barwood Development Corporation, for itself, and for each condominium parcel which it owns within the real property described in Exhibit 2 hereby covenants, and each unit owner (by acceptance of a deed, whether or not it shall be so expressed in such deed or other form of conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (a) any annual assessments or charges; and (b) any special assessments for capital improvements or major repair. Each assessment shall be a personal obligation of the unit owner and shall also be a lien against the condominium parcel.
2. The assessments levied and collected by the Association shall be used for the purpose of promoting the recreation and social welfare of the unit owners and condominium associations within the area described in Exhibit 2.
3. The annual assessment which shall be payable in monthly installments and all special assessments shall be fixed and established by the Board of Directors in accordance with the projected budget, or special financial needs of the Association.
4. The monthly installments of the annual assessment shall commence on a date fixed by the Board of Directors. The due date of any annual or special assessment shall be established in the Board of Directors resolution authorizing such assessment.
5. The Board of Directors of the Association shall fix the date of commencement and the amount of each assessment against each unit owner at least thirty (30) days in advance of such due date or period, and shall maintain an Association Lien Book listing the assessments and the properties so assessed, which shall be available for inspection by any member of the Association during normal business hours. Written notice of each assessment shall be sent to every member subject to the assessment within ten (10) days of the resolution fixing the assessment. The Association shall upon demand at any time furnish to any unit owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
6. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then unit owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the unit owner against whom the assessment

is levied. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional mortgage or mortgages now or hereafter placed upon a condominium parcel subject to assessment; provided, however, that such subordination apply only to the assessments which have become due and payable prior to a sale or transfer of such condominium parcel pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any condominium parcel from liability for any assessments thereafter becoming due, nor for the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

If a special assessment or a monthly installment of annual assessment is not paid within ten (10) days after the delinquency date the unpaid assessments shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the unit owner, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fee to be fixed by the court together with the costs of the action.

ARTICLE VI

Miscellaneous

1. Duration. The Covenants and Restrictions in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the unit owner of any condominium parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns; provided, however, that the same may be changed by the vote of the members of three-fourths of the units agreeing to amend, modify or terminate said covenants and restrictions in whole or in part.

2. Notices. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when mailed post-paid to the last known address of the persons who appear as a member or unit owner on the records of the Association at the time of such mailing.

3. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

4. Amendment. This Declaration may be amended at any time and from time to time upon the vote of members holding not less than three-fourths of the voting interest of the membership, provided that so long as Earwood Development Corporation hold title to any real property affected by this Declaration, Earwood Development Corporation's consent must be obtained in writing. Any such amendment shall be evidenced by an instrument executed by the proper

officers of the Association and recorded in the Public Records of Palm Beach County, Florida.

5. Effective Date. This Declaration shall become effective upon recordation in the Public Records of Palm Beach County, Florida.

Executed as of the date first above written.

BARWOOD DEVELOPMENT CORPORATION

By George H. Sparling
GEORGE H. SPARLING, President

ATTEST: Barbara M. Sparling
BARBARA M. SPARLING, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day personally appeared before me, the undersigned authority, GEORGE H. SPARLING and BARBARA M. SPARLING, as President and Secretary, respectively, of Barwood Development Corporation, a Florida corporation, and they acknowledged before me that they executed the foregoing Declaration of Covenants as such officers of said corporation and that they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Boca Raton, in the County and State last aforesaid, this, 20th day of December, 1977.

Barbara J. N...
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 30 1981
RENEWED THREE GENERAL REG. UNDERWRITERS

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EXHIBIT 1

LEGAL DESCRIPTION OF
RECREATION FACILITIES

OF

BARWOOD CONDOMINIUM III, A CONDOMINIUM

TO

EXHIBIT G

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENT AND MAINTENANCE
RECREATION FACILITIES, BARWOOD CONDOMINIUM III

DECLARATION OF CONDOMINIUM

FOR

BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION

RECREATION FACILITIES, BARWOOD CONDOMINIUM

That parcel of land denoted as Recreation Area "A", as shown on Plat 1 of Barwood, which is recorded in Plat Book 31, Pages 24 and 25, Public Records, Palm Beach County, Florida.

TOGETHER WITH:

That portion of Block A contained within the loop of Barwood Lane North as shown on the aforesaid Plat 1 of Barwood, further described as follows:

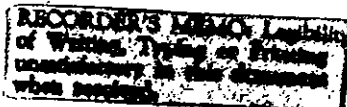
Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on the aforesaid Plat 1 of Barwood; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point; thence with a bearing of N. $88^{\circ} 40' 37''$ W., a distance of 25.00 feet to the Point of Beginning; thence with a curve to the right having a tangent bearing of S. $1^{\circ} 19' 23''$ W., a radius of 625.00 feet, an arc length of 44.39 feet to a point; thence with a bearing of S. $52^{\circ} 46' 59''$ W., a distance of 36.80 feet to a point; thence with a bearing of N. $79^{\circ} 49' 37''$ W., a distance of 41.29 feet to a point; thence with a curve to the right having a radius of 61.67 feet, an arc length of 281.09 feet more or less to the Point of Beginning.

ALSO TOGETHER WITH:

A parcel of land lying in Section 31, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of Block "A", PLAT 1 of BARWOOD as recorded in Plat Book 31, Pages 24-25 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Southwest 66th Avenue and Southwest 19th Street, as shown on the plat of Sandalfoot Cove, Section One, as recorded in Plat Book 28, Pages 225 and 226, Public Records of Palm Beach County, Florida; thence along the centerline of said Southwest 19th Street, N. $89^{\circ} 05' 05''$ E., a distance of 205.00 feet to a point at the beginning of a curve, from which the radius point bears S. $0^{\circ} 54' 55''$ E., 446.41 feet; thence easterly, along said curve, an arc distance of 271.33 feet to a point; thence along a radial line of said curve, N. $33^{\circ} 54' 32''$ E., a distance of 40.00 feet;

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thence S. $56^{\circ}05'28''$ E., a distance of 583.62 feet to a point; thence with a curve to the left, having a radius of 1205.00 feet, an arc length of 15.07 feet to a point; thence with a bearing of N. $28^{\circ}08'29''$ E., a distance of 105.10 feet to the Point of Beginning of the herein described parcel of land; thence with a bearing of N. $61^{\circ}51'31''$ W., a distance of 28.78 feet to a point; thence with a bearing of N. $28^{\circ}08'29''$ E., a distance of 179.00 feet to a point; thence with a bearing of S. $61^{\circ}51'31''$ E., a distance of 28.78 feet to a point; thence with a bearing of S. $28^{\circ}08'29''$ W., a distance of 179.00 feet more or less to the Point of Beginning.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ}01'23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point of compound curvature; thence with a curve to the left having a radius of 86.67 feet, an arc length of 281.72 feet to a point; thence with a bearing of S. $85^{\circ}05'03''$ W., a distance of 25.00 feet to the Point of Beginning of the centerline of the subject easement; thence with a curve to the right having a tangent bearing of N. $80^{\circ}18'45''$ W., a radius of 100.00 feet, an arc length of 32.2 feet to a point; thence with a bearing of N. $61^{\circ}51'31''$ W., a distance of 36.0 feet to a point; thence with a bearing of S. $28^{\circ}08'29''$ W., a distance of 48.50 feet more or less to the end of the centerline of the subject easement.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ}01'23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point of compound curvature; thence with a curve to the left having a radius of 86.67 feet, an arc length of 281.72 feet to a point; thence with a bearing of S. $85^{\circ}05'03''$ W., a distance of 25.00 feet to a point; thence with a curve to the right having a tangent bearing of N. $80^{\circ}18'45''$ W.,

a radius of 100.00 feet, an arc length of 32.2 feet to a point, thence with a bearing of N. $61^{\circ} 51' 31''$ W., a distance of 36.0 feet to a point; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 48.50 feet to the Point of Beginning of the centerline of the subject easement; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 179.0 feet more or less to the end of the centerline of the subject easement.

ALSO TOGETHER WITH:

A parcel of land lying in Section 31, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of Block "A", PLAT I of BARWOOD as recorded in Plat Book 31, Pages 24-25 of the Public Records of Palm Beach County, Florida and a portion of PLAT II of BARWOOD as recorded in Plat Book 33, Pages 27-28 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Southwest 66th Avenue and Southwest 19th Street, as shown on the plat of Sandalfoot Cove, Section One, as recorded in Plat Book 28, Pages 225 and 226, Public Records of Palm Beach County, Florida; thence along the centerline of said Southwest 19th Street, N. $89^{\circ} 05' 05''$ E., a distance of 205.00 feet to a point at the beginning of a curve, from which the radius point bears S. $0^{\circ} 54' 55''$ E., 446.41 feet; thence easterly, along said curve, an arc distance of 271.33 feet to a point; thence along a radial line of said curve, N. $33^{\circ} 54' 32''$ E., a distance of 40.00 feet; thence S. $56^{\circ} 05' 28''$ E., a distance of 583.62 feet to a point; thence with a curve to the left, having a radius of 1205.00 feet, an arc length of 364.15 feet to the Point of Beginning of the herein described parcel of land; thence with a bearing of N. $27^{\circ} 11' 29''$ W., a distance of 36.10 feet to a point; thence with a bearing of N. $19^{\circ} 01' 23''$ E., a distance of 213.94 feet to a point; thence with a curve to the left having a radius of 675.00 feet an arc length of 208.52 feet to a point; thence with a bearing of N. $74^{\circ} 03' 20''$ E., a distance of 54.36 feet to a point; thence with a curve to the right having a tangent bearing of S. $35^{\circ} 17' 43''$ E., a radius of 187.75 feet, an arc length of 45.53 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 75.55 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 22.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 163.00 feet to a point; thence with a bearing of S. $68^{\circ} 36' 00''$ W., a distance of 22.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 191.00 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 67.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 95.11 feet to a point lying on the North right-of-way line of S.W. 18th Street; thence with a bearing of West along said North right-of-way line of Southwest 18th Street a distance of

73.63 feet to a point; thence with a curve to the right having a radius of 1205.00 feet, an arc length of 349.00 feet more or less to the Point of Beginning.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 12.33 feet to a point; thence radially with a bearing of S. $72^{\circ} 03' 51''$ E., a distance of 46.67 feet to a point; thence with a curve to the left having a radius of 35.00 feet, an arc length of 24.03 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 86.42 feet to a point; thence with a bearing of N. $21^{\circ} 24' 00''$ W., a distance of 119.70 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to the Point of Beginning of the centerline of the subject easement; thence continuing along the aforementioned course of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 244.70 feet more or less to the end of the centerline of the subject easement.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 12.33 feet to a point; thence radially with a bearing of S. $72^{\circ} 03' 51''$ E., a distance of 46.67 feet to a point; thence with a curve to the left having a radius of 35.00 feet, an arc length of 24.03 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 16.92 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 281.00 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 104.25 feet to the Point of

Beginning of the centerline of the subject easement; thence continuing along the aforementioned course of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to a point; thence with a bearing of N. $21^{\circ} 24' 00''$ W., a distance of 156.00 feet more or less to the end of the centerline of the subject easement.

Containing a total of 4.568 Acres, more or less and subject to easements and rights-of-way of record.

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EXHIBIT 2

LEGAL DESCRIPTION OF PROPERTY
TO BE SERVED BY
RECREATION FACILITIES AT BARWOOD
(ALL PHASES) CONDOMINIUM

BARWOOD CONDOMINIUM III, A CONDOMINIUM

TO

EXHIBIT G

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENT AND MAINTENANCE
RECREATION FACILITIES, BARWOOD CONDOMINIUM III

DECLARATION OF CONDOMINIUM

FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION OF PROPERTY
TO BE SERVED BY RECREATION FACILITIES
AT BARWOOD (All Phases)

All of Block "A", Plat I of BARWOOD as recorded in Plat Book 31, Pages 24 and 25 and Plat II of BARWOOD as recorded in Plat Book 33, Pages 27 and 28 of the Public Records of Palm Beach County, Florida:

LESS:

That parcel of land denoted as Recreation Area "A", as shown on Plat I of Barwood, which is recorded in Plat Book 31, Pages 24 and 25, Public Records, Palm Beach County, Florida.

ALSO LESS:

That portion of Block A contained within the loop of Barwood Lane North as shown on the aforesaid Plat I of Barwood, further described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on the aforesaid Plat I of Barwood; thence with a bearing of N. 19° 01' 23" E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point; thence with a bearing of N. 88° 40' 37" W., a distance of 25.00 feet to the Point of Beginning; thence with a curve to the right having a tangent bearing of S. 1° 19' 23" W., a radius of 625.00 feet, an arc length of 44.39 feet to a point; thence with a bearing of S. 52° 46' 59" W., a distance of 36.80 feet to a point; thence with a bearing of N. 79° 49' 37" W., a distance of 41.29 feet to a point; thence with a curve to the right having a radius of 61.67 feet, an arc length of 281.09 feet more or less to the Point of Beginning.

ALSO LESS:

A parcel of land lying in Section 31, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of Block "A", PLAT I of BARWOOD as recorded in Plat Book 31, Pages 24-25 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Southwest 66th Avenue and Southwest 19th Street, as shown on the plat of Sandalfoot Cove, Section One, as recorded in Plat Book 28, Pages 225 and 226, Public Records of Palm Beach County, Florida; thence along the centerline of said Southwest 19th Street, N. 89° 05' 05" E., a distance of 205.00 feet to a point at the beginning of a curve, from which the radius point bears S. 0° 54' 55" E., 446.41 feet; thence easterly, along said curve, an arc distance of 271.33 feet to a point; thence along a radial line of said curve, N. 33° 54' 32" E., a distance of 40.00 feet;



thence S. $56^{\circ}05'28''$ E., a distance of 583.62 feet to a point; thence with a curve to the left, having a radius of 1205.00 feet, an arc length of 15.07 feet to a point; thence with a bearing of N. $28^{\circ}08'29''$ E., a distance of 105.10 feet to the Point of Beginning of the herein described parcel of land; thence with a bearing of N. $61^{\circ}51'31''$ W., a distance of 28.78 feet to a point; thence with a bearing of N. $28^{\circ}08'29''$ E., a distance of 179.00 feet to a point; thence with a bearing of S. $61^{\circ}51'31''$ E., a distance of 28.78 feet to a point; thence with a bearing of S. $28^{\circ}08'29''$ W., a distance of 179.00 feet more or less to the Point of Beginning.

ALSO LESS: an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ}01'23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point of compound curvature; thence with a curve to the left having a radius of 86.67 feet, an arc length of 281.72 feet to a point; thence with a bearing of S. $85^{\circ}05'03''$ W., a distance of 25.00 feet to the Point of Beginning of the centerline of the subject easement; thence with a curve to the right having a tangent bearing of N. $80^{\circ}18'45''$ W., a radius of 100.00 feet, an arc length of 32.2 feet to a point; thence with a bearing of N. $61^{\circ}51'31''$ W., a distance of 36.0 feet to a point; thence with a bearing of S. $28^{\circ}08'29''$ W., a distance of 48.50 feet more or less to the end of the centerline of the subject easement.

ALSO LESS: an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ}01'23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point of compound curvature; thence with a curve to the left having a radius of 86.67 feet, an arc length of 281.72 feet to a point; thence with a bearing of S. $85^{\circ}05'03''$ W., a distance of 25.00 feet to a point; thence with a curve to the right having a tangent bearing of N. $80^{\circ}18'45''$ W.,

a radius of 100.00 feet, an arc length of 32.2 feet to a point, thence with a bearing of N. $61^{\circ} 51' 31''$ W., a distance of 36.0 feet to a point; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 48.50 feet to the Point of Beginning of the centerline of the subject easement; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 179.0 feet more or less to the end of the centerline of the subject easement.

ALSO LESS:

A parcel of land lying in Section 31, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of Block "A", PLAT I of BARWOOD as recorded in Plat Book 31, Pages 24-25 of the Public Records of Palm Beach County, Florida and a portion of PLAT II of BARWOOD as recorded in Plat Book 33, Pages 27-28 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Southwest 66th Avenue and Southwest 19th Street, as shown on the plat of Sandalfoot Cove, Section One, as recorded in Plat Book 28, Pages 225 and 226, Public Records of Palm Beach County, Florida; thence along the centerline of said Southwest 19th Street, N. $89^{\circ} 05' 05''$ E., a distance of 205.00 feet to a point at the beginning of a curve, from which the radius point bears S. $0^{\circ} 54' 55''$ E., 446.41 feet; thence easterly, along said curve, an arc distance of 271.33 feet to a point; thence along a radial line of said curve, N. $33^{\circ} 54' 32''$ E., a distance of 40.00 feet; thence S. $56^{\circ} 05' 28''$ E., a distance of 583.62 feet to a point; thence with a curve to the left, having a radius of 1205.00 feet, an arc length of 364.15 feet to the Point of Beginning of the herein described parcel of land; thence with a bearing of N. $27^{\circ} 11' 29''$ W., a distance of 36.10 feet to a point; thence with a bearing of N. $19^{\circ} 01' 23''$ E., a distance of 213.93 feet to a point; thence with a curve to the left having a radius of 675.00 feet an arc length of 208.52 feet to a point; thence with a bearing of N. $74^{\circ} 03' 20''$ E., a distance of 54.36 feet to a point; thence with a curve to the right having a tangent bearing of S. $35^{\circ} 17' 43''$ E., a radius of 187.75 feet, an arc length of 45.53 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 75.55 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 22.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 163.00 feet to a point; thence with a bearing of S. $68^{\circ} 36' 00''$ W., a distance of 22.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 191.00 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 67.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 95.11 feet to a point lying on the North right-of-way line of S.W. 18th Street; thence with a bearing of West along said North right-of-way line of Southwest 18th Street a distance of

THIS DOCUMENT IS A COPY OF THE ORIGINAL RECORD OF THE DEPARTMENT OF REVENUE, PALM BEACH COUNTY, FLORIDA.

73.63 feet to a point; thence with a curve to the right having a radius of 1205.00 feet, an arc length of 349.00 feet more or less to the Point of Beginning.

ALSO LESS: an easement for ingress-egress, 25 feet in width, whose centerline is described as follows;

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 12.33 feet to a point; thence radially with a bearing of S. $72^{\circ} 03' 51''$ E., a distance of 46.67 feet to a point; thence with a curve to the left having a radius of 35.00 feet, an arc length of 24.03 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 86.42 feet to a point; thence with a bearing of N. $21^{\circ} 24' 00''$ W., a distance of 119.70 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to the Point of Beginning of the centerline of the subject easement; thence continuing along the aforementioned course of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 244.70 feet more or less to the end of the centerline of the subject easement.

ALSO LESS: an easement for ingress-egress, 25 feet in width, whose centerline is described as follows;

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 12.33 feet to a point; thence radially with a bearing of S. $72^{\circ} 03' 51''$ E., a distance of 46.67 feet to a point; thence with a curve to the left having a radius of 35.00 feet, an arc length of 24.03 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 16.92 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 281.00 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 104.25 feet to the Point of

Beginning of the centerline of the subject easement; thence continuing along the aforementioned course of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to a point; thence with a bearing of N. $21^{\circ} 24' 00''$ W., a distance of 156.00 feet more or less to the end of the centerline of the subject easement.

Containing a total of 4.568 Acres, more or less and subject to easements and rights-of-way of record.

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RECORDED IN BOOK 1 of Volume 10000 of the Public Records of the State of Florida when recorded.

EXHIBIT H

ARTICLES OF INCORPORATION

BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

TO

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

filed in this office on the 23rd day of March,

19 76 .

Charter Number: 735353

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
23rd day of March,
19 76.

Quinn C. Snodgrass

SECRETARY OF STATE



PALM OFF
BEACH REC 2801 PAGE 680

ARTICLES OF INCORPORATION
OF
BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

The name of the corporation shall be:

BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

ARTICLE II

Purpose

The purposes and objectives of the Association shall be:

1. To provide and promote the health, recreation and social welfare of the Unit Owners within the area referred to in Exhibit 1 attached hereto, as authorized by the Articles of Incorporation, the By-Laws of the Barwood Condominium Improvement Association, Inc., and the Declaration of Covenants and Restrictions for Improvement and Maintenance now or hereafter filed on all or any portion of the area referred to in Exhibit 1.
2. To operate, maintain, repair, and improve landscaping, structures and other improvements and promulgate rules and regulations concerning the recreation facilities upon the real property described in Exhibit 2.
3. To perform all functions and exercise such powers contemplated of the Barwood Condominium Improvement Association, Inc., and delegated to the Board of Directors of the Barwood Condominium Improvement Association, Inc., in any Declaration of Covenants and Restrictions for Improvement and Maintenance now or hereinafter filed on all or any portion of the area referred to in Exhibit 1 and Exhibit 2.
4. To provide for private security, fire safety and protection, and similar functions and services in the area described in Exhibit 2.
5. To provide, (purchase, acquire) replace, improve, maintain and/or repair such buildings, structures, street lights

and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association in conjunction with operating the recreation facilities located upon the real property described in Exhibit 2.

6. To operate without profit for the sole and exclusive benefit of its members.

ARTICLE III

Powers

The Barwood Condominium Improvement Association, Inc., shall have the following powers:

1. The Barwood Condominium Improvement Association, Inc., shall have all of the common law and statutory powers of a corporation not for profit under the laws of the State of Florida which are not in conflict with the terms of these Articles.
2. To enter into, make, establish, and enforce rules, regulations, by-laws, covenants, restrictions and agreements to carry out the purposes of Barwood Condominium Improvement Association, Inc..
3. To make and collect assessments against members of the Barwood Condominium Improvement Association, Inc., to defray the costs, expenses, reserves and losses of the Barwood Condominium Improvement Association, Inc., as provided in Article VI hereinafter.
4. To use the proceeds of assessments in the exercise of its powers and duties, and as contemplated by the functions and powers delegated to the Barwood Condominium Improvement Association, Inc., by the Declaration of Covenants and Restrictions for Improvement and Maintenance now or hereafter filed on all or any portion of that area described in Exhibit 1.
5. To hold funds for the exclusive benefit of the members of the Barwood Condominium Improvement Association, Inc., as set forth in these Articles of Incorporation and as provided in any Declaration of Covenants and Restrictions for Improvement and Maintenance now or hereafter filed on all or any portion of that area described in Exhibit 1 and Exhibit 2.

ARTICLE IV

Members

1. The members of Barwood Condominium Improvement Assoc-

ciation, Inc., shall consist of all Condominium Unit Owners within the area described in Exhibit 1. Each Unit Owner shall be a member upon title of the condominium parcel being conveyed by deed and being recorded among the Public Records of Palm Beach County, Florida. The record owners of all condominium parcels within the area described in Exhibit 1 shall be members of the Barwood Condominium Improvement Association, Inc., and no other persons or entities shall be members.

2. Transfer of membership in the Barwood Condominium Improvement Association, Inc., shall be established by the recording in the public records of Palm Beach County, Florida, of a condominium deed or other instrument establishing a record title to a condominium parcel in a condominium located within the area described in Exhibit 1, the owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

3. The share of a member in the funds and assets of the Barwood Condominium Improvement Association, Inc., cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her condominium parcel.

4. The members of the Barwood Condominium Improvement Association, Inc., singly or collectively, shall be entitled to only one vote for each condominium parcel owned by them. The exact manner of exercising voting rights when there are two or more owners of one condominium parcel shall be determined by the by-laws of the Barwood Condominium Improvement Association, Inc.

ARTICLE V

Voting

A member shall represent himself, or may authorize by proxy the condominium association in which he is a member to act on his behalf, in all meetings or other activities which a member of the Barwood Condominium Improvement Association, Inc., is entitled to attend.

ARTICLE VI

Assessments

1. Subject to the restrictions and limitations set forth herein, each member shall pay to the Barwood Condominium Improvement Association, Inc., an annual assessment in monthly installments which shall be determined by the Board of Directors.

2. The Barwood Condominium Improvement Association, Inc., will secure funds with which to operate by assessment of each member pursuant to a budget adopted annually by the Board of Directors.

ARTICLE VII

Directors

1. The affairs of the Barwood Condominium Improvement Association, Inc., shall be managed by the Board of Directors consisting of not less than three (3) nor more than nine (9) members. The initial Board of Directors shall consist of four (4) members.

2. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The first election of Directors by the membership of the Association shall not be held until after all condominium parcels located upon the real property described in Exhibit 2 have been sold and closed by the Developer, or until the Developer shall voluntarily call an election, whichever shall first occur.

4. The Directors herein named shall serve until the first election of Directors by Association members and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

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

<u>Name</u>	<u>Address</u>
George H. Sparling	9740 S.W. 19th Street Boca Raton, Florida 33432
Madaleane H. Evans	23099 Barwood Lane North #301 Boca Raton, Florida 33432
Barbara M. Sparling	9740 S.W. 19th Street Boca Raton, Florida 33432
Ella E. Surerus	23099 Barwood Lane North #401 Boca Raton, Florida 33432

ARTICLE VIIIOfficers

<u>Name and Addresses</u>	<u>Office</u>
GEORGE H. SPARLING 9740 S.W. 19th Street Boca Raton, Florida 33432	President
MADALEANE H. EVANS 23099 Barwood Lane North #301 Boca Raton, Florida 33432	Vice President
BARBARA M. SPARLING 9740 S.W. 19th Street Boca Raton, Florida 33432	Secretary
ELLA E. SURERUS 23099 Barwood Lane North #401 Boca Raton, Florida 33432	Treasurer

ARTICLE IXIndemnification

Every Director, and every officer of the Association shall be indemnified by the Barwood Condominium Improvement Association, Inc., against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interest of the Barwood Condominium Improvement Association, Inc. The foregoing right of indemnification shall be in addition to, and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XTransactions In Which Directors
Or Officers Are Interested

No contract or transaction between the Barwood Condominium Improvement Association, Inc., and one or more of its officers or Directors, or between the Barwood Condominium Improvement Association, Inc., 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 financial interest, shall be invalid, void or voidable

solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

ARTICLE XI

By-Laws

The first By-Laws of the Barwood Condominium Improvement Association, Inc., shall be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE XII

Amendments

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

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one or more of the Barwood Condominium Improvement Association, Inc. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Barwood Condominium Improvement Association, Inc., at or prior to the meetings.

(a) Such approval must be by not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Barwood Condominium Improvement Association, Inc.; or

(b) By not less than eighty (80%) percent of the votes of the entire membership of the Barwood Condominium Improvement Association, Inc.

3. No amendment shall make any changes in the qualification for membership or in voting rights of members, or any change in Article V and/or Article VI hereof without approval in writing by each member.

4. A copy of each amendment to the Articles of Incorporation as approved shall be accepted and certified by the Secre-

RECORDING ACTING Legality
of Writing, Typing or Printing
unlawful in this document
which received

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BEACH REC

tary of State and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XIII

Dissolution of the Association

1. Upon dissolution of the Barwood Condominium Improvement Association, Inc., all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be equal.

2. The Barwood Condominium Improvement Association, Inc., may be dissolved upon an unanimous resolution to that effect being adopted by the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statute 617 or Statute of similar import, and approved by two-thirds of the voting rights of the Barwood Condominium Improvement Association, Inc. members.

ARTICLE XIV

Term

The Barwood Condominium Improvement Association, Inc., shall have perpetual existence.

ARTICLE XV

Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
George H. Sparling	9740 S.W. 19th Street Boca Raton, Florida 33432
Madaleane H. Evans	23099 Barwood Lane North #301 Boca Raton, Florida 33432
Barbara M. Sparling	9740 S.W. 19th Street Boca Raton, Florida 33432
Ella E. Surerus	23099 Barwood Lane North #401 Boca Raton, Florida 33432

WITNESS my hand and official seal at Boca Raton, said
State and County, on the 21st day of January, 1976.

Madeleine Remark
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 25, 1976
Bonded by American Fire & Casualty Co.

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 Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Boca Raton, County of Palm Beach, State of Florida, has named Jay J. REYNOLDS, ESQ., located at 301 West Camino Gardens Boulevard, Plaza Two Building, City of Boca Raton, County of Palm Beach, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

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

BY: Jay J. Reynolds
JAY J. REYNOLDS, ESQ.
Resident Agent

EXHIBIT 1

LEGAL DESCRIPTION
BARWOOD CONDOMINIUM, ALL PHASES

TO

EXHIBIT H
ARTICLES OF INCORPORATION
BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION

BARWOOD CONDOMINIUM, ALL PHASES

All of Block "A", Plat I of BARWOOD as recorded in Plat Book 31, Pages 24 and 25 and Plat II of BARWOOD as recorded in Plat Book 33, Pages 27 and 28 of the Public Records of Palm Beach County, Florida.

EXHIBIT 2

LEGAL DESCRIPTION OF
RECREATION FACILITIES

OF

BARWOOD CONDOMINIUM III, A CONDOMINIUM

TO

EXHIBIT H
ARTICLES OF INCORPORATION
BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION

RECREATION FACILITIES, BARWOOD CONDOMINIUM III

That parcel of land denoted as Recreation Area "A", as shown on Plat I of Barwood, which is recorded in Plat Book 31, Pages 24 and 25, Public Records, Palm Beach County, Florida.

TOGETHER WITH:

That portion of Block A contained within the loop of Barwood Lane North as shown on the aforesaid Plat I of Barwood, further described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on the aforesaid Plat I of Barwood; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point; thence with a bearing of N. $88^{\circ} 40' 37''$ W., a distance of 25.00 feet to the Point of Beginning; thence with a curve to the right having a tangent bearing of S. $1^{\circ} 19' 23''$ W., a radius of 625.00 feet, an arc length of 44.39 feet to a point; thence with a bearing of S. $52^{\circ} 46' 59''$ W., a distance of 36.80 feet to a point; thence with a bearing of N. $79^{\circ} 49' 37''$ W., a distance of 41.29 feet to a point; thence with a curve to the right having a radius of 61.67 feet, an arc length of 281.09 feet more or less to the Point of Beginning.

ALSO TOGETHER WITH:

A parcel of land lying in Section 31, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of Block "A", PLAT I of BARWOOD as recorded in Plat Book 31, Pages 24-25 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Southwest 66th Avenue and Southwest 19th Street, as shown on the plat of Sandalfoot Cove, Section One, as recorded in Plat Book 28, Pages 225 and 226, Public Records of Palm Beach County, Florida; thence along the centerline of said Southwest 19th Street, N. $89^{\circ} 05' 05''$ E., a distance of 205.00 feet to a point at the beginning of a curve, from which the radius point bears S. $0^{\circ} 54' 55''$ E., 446.41 feet; thence easterly, along said curve, an arc distance of 271.33 feet to a point; thence along a radial line of said curve, N. $33^{\circ} 54' 32''$ E., a distance of 40.00 feet;



thence S. 56° 05' 28" E., a distance of 583.62 feet to a point; thence with a curve to the left, having a radius of 1205.00 feet, an arc length of 15.07 feet to a point; thence with a bearing of N. 28° 08' 29" E., a distance of 105.10 feet to the Point of Beginning of the herein described parcel of land; thence with a bearing of N. 61° 51' 31" W., a distance of 28.78 feet to a point; thence with a bearing of N. 28° 08' 29" E., a distance of 179.00 feet to a point; thence with a bearing of S. 61° 51' 31" E., a distance of 28.78 feet to a point; thence with a bearing of S. 28° 08' 29" W., a distance of 179.00 feet more or less to the Point of Beginning.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 300.80 feet to a point of compound curvature; thence with a curve to the left having a radius of 86.67 feet, an arc length of 281.72 feet to a point; thence with a bearing of S. $85^{\circ} 05' 03''$ W., a distance of 25.00 feet to the Point of Beginning of the centerline of the subject easement; thence with a curve to the right having a tangent bearing of N. $80^{\circ} 18' 45''$ W., a radius of 100.00 feet, an arc length of 32.2 feet to a point; thence with a bearing of N. $61^{\circ} 51' 31''$ W., a distance of 36.0 feet to a point; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 48.50 feet more or less to the end of the centerline of the subject easement.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. 19° 01' 23" E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point of compound curvature; thence with a curve to the left having a radius of 86.67 feet, an arc length of 281.72 feet to a point; thence with a bearing of S. 85° 05' 03" W., a distance of 25.00 feet to a point; thence with a curve to the right having a tangent bearing of N. 80° 18' 45" W.,

a radius of 100.00 feet, an arc length of 32.2 feet to a point, thence with a bearing of N. $61^{\circ} 51' 31''$ W., a distance of 36.0 feet to a point; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 48.50 feet to the Point of Beginning of the centerline of the subject easement; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 179.0 feet more or less to the end of the centerline of the subject easement.

ALSO TOGETHER WITH:

A parcel of land lying in Section 31, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of Block "A", PLAT I of BARWOOD as recorded in Plat Book 31, Pages 24-25 of the Public Records of Palm Beach County, Florida and a portion of PLAT II of BARWOOD as recorded in Plat Book 33, Pages 27-28 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Southwest 66th Avenue and Southwest 19th Street, as shown on the plat of Sandalfoot Cove, Section One, as recorded in Plat Book 28, Pages 225 and 226, Public Records of Palm Beach County, Florida; thence along the centerline of said Southwest 19th Street, N. $89^{\circ} 05' 05''$ E., a distance of 205.00 feet to a point at the beginning of a curve, from which the radius point bears S. $0^{\circ} 54' 55''$ E., 446.41 feet; thence easterly, along said curve, an arc distance of 271.33 feet to a point; thence along a radial line of said curve, N. $33^{\circ} 54' 32''$ E., a distance of 40.00 feet; thence S. $56^{\circ} 05' 28''$ E., a distance of 583.62 feet to a point; thence with a curve to the left, having a radius of 1205.00 feet, an arc length of 364.15 feet to the Point of Beginning of the herein described parcel of land; thence with a bearing of N. $27^{\circ} 11' 29''$ W., a distance of 36.10 feet to a point; thence with a bearing of N. $19^{\circ} 01' 23''$ E., a distance of 213.94 feet to a point; thence with a curve to the left having a radius of 675.00 feet an arc length of 208.52 feet to a point; thence with a bearing of N. $74^{\circ} 03' 20''$ E., a distance of 54.36 feet to a point; thence with a curve to the right having a tangent bearing of S. $35^{\circ} 17' 43''$ E., a radius of 187.75 feet, an arc length of 45.53 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 75.55 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 22.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 163.00 feet to a point; thence with a bearing of S. $68^{\circ} 36' 00''$ W., a distance of 22.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 191.00 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 67.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 95.11 feet to a point lying on the North right-of-way line of S.W. 18th Street; thence with a bearing of West along said North right-of-way line of Southwest 18th Street a distance of

73.63 feet to a point; thence with a curve to the right having a radius of 1205.00 feet, an arc length of 349.00 feet more or less to the Point of Beginning.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ}01'23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 12.33 feet to a point; thence radially with a bearing of S. $72^{\circ}03'51''$ E., a distance of 46.67 feet to a point; thence with a curve to the left having a radius of 35.00 feet, an arc length of 24.03 feet to a point; thence with a bearing of N. $68^{\circ}36'00''$ E., a distance of 86.42 feet to a point; thence with a bearing of N. $21^{\circ}24'00''$ W., a distance of 119.70 feet to a point; thence with a bearing of N. $68^{\circ}36'00''$ E., a distance of 34.75 feet to the Point of Beginning of the centerline of the subject easement; thence continuing along the aforementioned course of N. $68^{\circ}36'00''$ E., a distance of 34.75 feet to a point; thence with a bearing of S. $21^{\circ}24'00''$ E., a distance of 244.70 feet more or less to the end of the centerline of the subject easement.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ}01'23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 12.33 feet to a point; thence radially with a bearing of S. $72^{\circ}03'51''$ E., a distance of 46.67 feet to a point; thence with a curve to the left having a radius of 35.00 feet, an arc length of 24.03 feet to a point; thence with a bearing of N. $68^{\circ}36'00''$ E., a distance of 16.92 feet to a point; thence with a bearing of S. $21^{\circ}24'00''$ E., a distance of 281.00 feet to a point; thence with a bearing of N. $68^{\circ}36'00''$ E., a distance of 104.25 feet to the Point of

Beginning of the centerline of the subject easement; thence continuing along the aforementioned course of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to a point; thence with a bearing of N. $21^{\circ} 24' 00''$ W., a distance of 156.00 feet more or less to the end of the centerline of the subject easement.

Containing a total of 4.568 Acres, more or less and subject to easements and rights-of-way of record.

EXHIBIT I
BY-LAWS OF THE
BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

BY-LAWS
OF
BARWOOD CONDOMINIUM IMPROVEMENT
ASSOCIATION, INC.

1. IDENTITY. These are the By-Laws of the BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC., herein called the Association, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State of Florida on the 23rd day of March, A.D., 1976. The Association has been organized to promote the health, recreation and social welfare of all Unit Owners of condominium parcels within the area described in Exhibit 1 attached to the Articles of Incorporation of BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC., hereinafter referred to as Exhibit 1.

1.1 Definitions. All terms used herein which are defined by the Declaration of Condominium or Declaration of Covenants and Restrictions for Improvement and Maintenance, or by Florida Statute 711 (1974), the Condominium Act, shall be used herein with the same meaning as defined in said Declaration or said Statute.

1.2 The fiscal year shall be the calendar year.

1.3 The office of the Association shall be 23099 Barwood Lane North, Boca Raton, Florida 33432, or such other place or places as the Board of Directors may from time to time determine.

1.4 The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "corporation not for profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

2. MEMBERSHIP AND MEMBERS' MEETINGS.

2.1 Qualification. The members of the Association shall consist of all record Unit Owners of a residential condominium parcel within the area described in Exhibit 1, and such membership shall become effective immediately upon a party becoming a record title holder of a condominium parcel.

2.2 Special Members' Meetings shall be held at the office of the corporation whenever called by the President or by a majority of the Board of Directors. The business conducted at such special meetings shall be limited to that stated in the notice of meeting. The special meeting of the members held annually to

elect the Board of Directors shall be held on the third Monday of the month of January.

2.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

2.4 A quorum. A quorum at members' meeting shall consist of the presence in person or by proxy of a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Articles of Incorporation or these By-Laws.

2.5 Voting.

1. In any meeting of members, the Unit Owners of a condominium parcel shall be entitled to cast one vote for each condominium parcel so owned.

2. If a condominium parcel is owned by one person, his right to vote shall be established by the roster of unit owners kept by the Secretary of the Association. If a condominium parcel is owned by more than one person, or is under lease, the person entitled to cast the vote for the condominium parcel shall be designated by a certificate signed by all of the record owners of the condominium parcel according to the roster of unit owners and filed with the Secretary of the Association. If a condominium parcel is owned by a corporation, the person entitled to cast the vote for the condominium parcel shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates

shall be valid until revoked or until superseded by a subsequent certificate or until a change in ownership of the condominium parcel concerned. A certificate designating the person entitled to cast the vote of a condominium parcel may be revoked by any owner thereof. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made only to an owner of a unit entitled to vote within the area described in Exhibit 1. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof.

2.7 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman.

2.9 The order of business at members' meetings shall be:

1. Determination of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

3. DIRECTORS.

3.1 Membership. The affairs of the Association shall be managed by a board of a number of directors to be determined as follows:

1. Three (3) directors initially which number shall remain the same until the Developer has sold and conveyed all condominium parcels within the area described in Exhibit 1, or sooner upon option and notification by the Developer.

2. Not less than three (3) nor more than nine (9) to be elected at the first election of directors.

3. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving or to serve as may be adjusted by a vote of the membership as hereinabove provided for. Other nominations may be made from the floor.

4. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between special meetings of members shall be filled by the remaining directors.

6. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.2 The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.3 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for each meeting.

3.4 Special meetings of the directors may be called by the President and must be called by the Secretary at written request of one-half of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, which notice shall state the time, place and purpose of the meeting.

3.5 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.6 A quorum at directors' meetings 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 where approval by written consent or by a greater number of directors is required by the Articles of Incorporation or these By-Laws.

3.7 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting, as originally called may be transacted without further notice.

3.8 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such a director for the purpose of determining a quorum.

3.9 The presiding officer of director's meetings shall be the chairman of the board if such an officer has been elected; and, if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.10 The order of business at directors' meetings shall be:

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

4.1 All of the powers and duties of the Association existing under any Declaration of Covenants and Restrictions, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by members of the Association when such is specifically required. Such powers and duties of the directors shall include, but shall not be limited to the following, subject, however, to the provisions of the Declaration of Covenants and Restrictions for Improvements and Maintenance, the Articles of Incorporation and these By-Laws.

1. To purchase insurance for the protection of the Association and its members.

2. To acquire and enter into agreement whereby it acquires leaseholds, memberships and any other possessory or use interests in lands, or facilities whether or not contiguous

to the lands described in Exhibit 2, attached to the Articles of Incorporation of Barwood Condominium Improvement Association, Inc., intended to provide for the enjoyment, recreation or other use and benefit of the unit owners, and to declare expenses in connection therewith to be subject to assessment to the members.

3. To pay all costs of power, gas, water, sewer and other utility services rendered to the unit owners and not billed to the owners of the separate condominium parcels.

4. To enforce by legal means, the provisions of the Articles of Incorporation and By-Laws of the Association, Declaration of Covenants and Restrictions for Improvement and Maintenance and the Regulations hereinafter promulgated governing use of the Association's properties.

5. To appoint and remove at the pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

6. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

4.2 The undertakings, leases and contracts authorized by the initial board shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first Board of Directors, duly elected by the membership after the members have relinquished control of the Association, notwithstanding the fact that members of the initial Board of Directors may be directors or officers of, or otherwise associated with the BARWOOD DEVELOPMENT CORPORATION, or other entities doing business with the Association.

5. EXECUTIVE OFFICERS.

5.1 The executive officers of the corporation 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, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties

which are usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Vice President shall in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors of the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts which shall include but not be limited to the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

1. Current expenses, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds which may be used for capital expenditures for additional improvements or additional personal property.

5. The Board of Directors shall have the authority, during a budget year, to transfer funds which, in its discretion, it deems unnecessary to hold for the purposes of a particular account, to and for the use of another purpose in another account.

6.2 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated fund required to defray the common expense and to provide and maintain funds for account and reserves including but not limited to the following, according to good accounting practices:

1. Current expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year, or to fund reserves.

2. Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements, the amount for which shall not exceed Five Thousand (\$5,000.00) Dollars; provided, however, that in the expenditure of this fund no sum in excess of Five Thousand (\$5,000.00) Dollars shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association.

5. Copies of the budget and proposed assessments shall be available to each member on or before December 15th, preceding the year for which the budget is made and shall be filed in the office of the Association.

6.3 Assessments for Common Expenses. Assessments against the condominium parcel owners for their share of the common expenses shall be made for the calendar year annually in advance on or before December 20th, preceding the year for which the assessments are made. Such assessments shall be due and paid in equal monthly installments beginning on the first day of January of the year for which the assessment is made and the first day of each month thereafter. If an annual budget is not made as required, the monthly assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by the Board of Directors.

6.4 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.5 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year in which the audit was made.

6.6 Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.7 The termination of membership in the Association shall not relieve or release any such former owner or a member from a liability or obligation incurred under or in any way connected with the Association during the period of membership, or impair any rights or remedies which the Association may have against such former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

7. RULES AND REGULATIONS.

7.1 The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of any facilities or services made available to the condominium parcel owners. The Board of Directors shall, from time to time, post in a conspicuous place on the condominium properties, a copy of the rules and regulations adopted from time to time by the Board of Directors.

8. REGISTERS.

8.1 The Secretary of the Association shall maintain a register in the corporation office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely upon the last given address of each of the members.

9. AMENDMENTS.

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

9.2 A resolution adopting a proposed amendment may be proposed by with the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either:

1. Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

2. By not less than eighty (80%) percent of the votes of the entire membership of the Association.

9.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall effective when such certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

10. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Covenants and Restrictions for Improvement and Maintenance, the Declaration of Condominium, Articles of Incorporation or these By-Laws.

11. MISCELLANEOUS.

11.1 Whenever the masculine singular form of the person is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

11.2 If any irreconcilable conflicts should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Articles of Incorporation or the Declaration of Covenants and Restrictions for Improvement and Maintenance, the provisions of the Declaration of Covenants and Restrictions for Improvement and Maintenance shall prevail.

11.3 Corporation and Association are used synonymously.

The foregoing was adopted as the By-Laws of BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors, on the 27th day of March, 1976.

Barbara M. Spetling
Secretary

(Corporate Seal)



Approved:

President

EXHIBIT J

DECLARATION OF CONDOMINIUM

FOR

HAROLD CONDOMINIUM, III, A CONDOMINIUM

PALM BEACH COUNTY, FLORIDA

INSURANCE TRUST AGREEMENT

INSURANCE TRUST AGREEMENT

MADE this 21st day of November, 1977, between BARWOOD CONDOMINIUM III ASSOCIATION, INC. a Florida corporation not for profit, whose address is Boca Raton, Florida, hereinafter called "Association", and BOCA RATON NATIONAL BANK, a national banking association of Boca Raton, Florida, as Trustee, hereinafter called "Insurance Trustee."

WHEREIN IT IS AGREED AS FOLLOWS:

1. BARWOOD CONDOMINIUM III, a condominium. The Declaration of Condominium dated November 21, 1977, and recorded in Official Records Book at Pages through inclusive of Palm Beach County, Florida situated on the lands described in Exhibit A attached hereto and made a part hereof. Such Declaration of Condominium is incorporated herein by reference. Such instrument is herein called "Declaration." A conformed copy of the recorded Declaration has been filed with the Insurance Trustee.

2. Provisions of Declaration. The Declaration provides that certain insurance shall be purchased by the Association and that the policies and endorsements thereon shall be deposited with the Insurance Trustee and that payment for losses thereunder shall be made to the Insurance Trustee. The Declaration also makes provisions for the collection and disbursement of proceeds of such policies. This Insurance Trust Agreement is made in order to state the insurance provisions of the Declaration in an agreement with Insurance Trustee.

3. Insurance Trustee; Share of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgages as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to any national bank in Broward or Palm Beach Counties, with trust powers, as may be approved by the board of directors of the Association, and designated insurance trustee, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payments of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgages in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:

1. Common Elements. Proceeds on account of common elements

shall be held in as many undivided shares as there are units in each building, the shares of each unit owner being the same as his share in the common elements, as same are hereinabove stated.

2. Units. Proceeds on account of units shall be held in the following shares:

(a) Partial Destruction, when the building are to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(b) Total Destruction of the building or when the buildings are to be restored, to owners of all units in the buildings, each owner's share being in proportion to his share in the common elements appurtenant to his unit.

(c) Mortgagee. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the Mortgagee and the unit owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

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

1. Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owner, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagees of a unit and may be enforced by such mortgagee.

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining

proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

4. Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the unit owners and their respective shares of the distribution.

5. 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.

5. Reconstruction or Repair after Casualty.

1. Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the manner provided by the Declaration.

2. Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

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

1. Association. If costs of reconstruction and repair which are the responsibility of the Association are more than \$5,000.00, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

(a) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner shall be paid by the Insurance Trustee to the unit owner, and the mortgagee jointly.

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

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

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

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund no to determine the payee nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead the Insurance Trustee

may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is hereby required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner and further provided that when the Association or a mortgagee which is the beneficiary of an insurance construction fund, so requires the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

7. Termination. This agreement shall continue as long as members of the Association have an insurable interest in the improvements upon said lands unless sooner terminated upon reasonable notice to the date of the termination; provided that if notice of termination is given prior to the appointment of a successor Insurance Trustee, a copy of such notice shall be mailed by registered or certified mail by the party giving the notice to each record owner of a mortgage upon an apartment of the condominium.

8. Interpleader. In the event of disagreement between the parties or with any of the beneficiaries or their mortgages concerning the subject matter of this agreement, the Insurance Trustee at its discretion may withhold action on its part until directed to proceed by agreement of the parties to any such dispute or by an Order of a court of competent jurisdiction, or the Insurance Trustee in its discretion may deposit the subject matter of the dispute in the registry of a court of competent jurisdiction and interplead the other parties to such dispute.

EXECUTED by the parties on the date written above.

WITNESSES:

BARWOOD CONDOMINIUM ASSOCIATION

John Van Nusen

By George H. Sparling
GEORGE H. SPARLING, PRESIDENT

Barbara M. Sparling

ATTEST: Barbara M. Sparling
BARBARA M. SPARLING, SECRETARY



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Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

Frequently Asked Questions and Answers Sheet

BARWOOD CONDOMINIUM III

As of January 1, 2019

Q: What are my voting rights in the Condominium Association?

A: Pursuant to the Articles of Incorporation, the Owner of each Condominium Unit shall have the voting rights to one vote. If a Condominium Unit Owner owns more than one unit, he shall be entitled to one vote for each unit owned. The vote of a Condominium shall not be divisible.

Q: How much are my assessments to the Condominium Association for my unit type and when are they due?

A: \$334.00 paid monthly and due on the 1st of each month. A \$25.00 late fee is assessed after the 10th.

Q: Do I have to be a member of any other Association? If so, please elaborate.

A: Yes, BCIA is the master association. Fees for the master are included in the monthly maintenance.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No.

Q: Is the Condominium Association involved in any court cases in which it may face liability in excess of \$100,000.00? If so, please identify each case.

A: No.

Q: What are the leasing restrictions on my Condominium Unit?

A: Leasing is not permitted for more than 4 months and unit may only be rented from Jan 1st – Apr 30th.

Q: Are there any Special Assessments currently or pending approval?

A: No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALE CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists and the unit building in useful condition exists upon the land, which provisions each unit owner covenants to observe:

11.1 Transfer Subject to Approval.

1. Sale. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner.

2. Lease. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit owner.

3. Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

4. Devise or inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

5. Other transfers. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

11.2 Approval by Association. The approval of the Association which is required for the transfer of ownership of units shall be obtained in the following manner:

1. Notice to Association.

(a) Sale. A unit owner intending to make a bona fide sale of his unit or any interest therein shall give the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and, if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease. A unit owner intending to make a bona fide lease of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee as Association may reasonably require, and an executed copy of the proposed lease.

(c) Gift; devise; inheritance; other transfers.
A unit owner who has obtained his title by gift, devise, or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquiring of his

L. 2

BACKER LAW FIRM
Professional Association

April 4, 2008

Barwood Condominium III Association, Inc.
c/o TMG Management
PO Box 802
Pompano Beach, FL 33061

Re: Electricity and Air Conditioning Rule

Dear Board of Directors:

It is my understanding that the Board desires to adopt a rule at the regular Board meeting scheduled for May 5, 2008 that requires the owners to maintain electricity and air conditioning in their units to prevent mold and mildew damage. Pursuant to the Board's request, we have prepared and enclosed a meeting notice, affidavit of mailing and the proposed amendment to the Association's Rules and Regulations.

As I indicated in our correspondence to the Board dated March 10, 2008, Section 7.2 of your Bylaws provide the Board of Directors with the authority to adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium units. The Condominium Act provides that Board meetings at which amendment to rules regarding unit use will be considered shall be mailed, delivered or electronically transmitted to the unit owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. The Condominium Act also provides that evidence of compliance with this fourteen-day notice shall be made by an affidavit executed by the person providing the members with notice of the Board meeting and filed among the official records of the association.

While only the enclosed meeting notice must be mailed or hand delivered to the members, the Board may provide the owners with a copy of the proposed amendment to the Association's Rules and Regulations along with the meeting notice if it so desires. The affidavit of mailing should not be mailed to the owners. It should be brought to the meeting so it may be referenced in the minutes and kept among the Official Records of the Association. The minutes of the meeting should reflect that proof of notice of the Board meeting was provided to the members and whether the Board has voted to adopt the rule.

THE ARBOR STE 420, 400 SOUTH DIXIE HIGHWAY, BOCA RATON, FLORIDA 33432
VOICE (561) 361-8535 FACSIMILE (561) 361-3491
WWW.BACKERLAWFIRM.COM

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**Proposed Amendment to Barwood Condominium III Association, Inc.
of Boca Raton Rules and Regulations adding a Rule 25**

(new text is underlined, deleted text is overstricken)

25. Electricity and Air Conditioning:

Owners must maintain electricity service in their units at all times whether the unit is occupied or not. Owners must keep their air conditioning units maintained and operating at all times at a temperature and humidity level sufficiently low to prevent the growth of mold and mildew.

BARWOOD CONDOMINIUM III ASSOCIATION, INC.

AFFIDAVIT OF MAILING OR HAND DELIVERING
OF NOTICE OF MEETING OF THE BOARD OF DIRECTORS OF
BARWOOD CONDOMINIUM III ASSOCIATION, INC. TO UNIT OWNERS

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, personally appeared _____, who, after being duly sworn, deposes and says that notices of the meeting of the Board of Directors of Barwood Condominium III Association, Inc., held on May 5, 2008 at 7:30 p.m. at the Recreation Hall at the Community Clubhouse located at 23243 Barwood Lane, FL 33428 were mailed or hand delivered to the members of the Association. The notices were mailed or hand delivered to each unit owner at the address last furnished to the Association, as such address appears on the books of the Association, in compliance with the provisions contained in the Association's governing documents and Florida law.

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____ as _____ of Barwood Condominium III Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me, or has produced _____ as identification and did take an oath. If no type of identification is indicated, the above-named person is personally known to me.

(Signature)

(Print Name)

Notary Public, State of Florida at Large

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF BARWOOD CONDOMINIUM III, A CONDOMINIUM,
AS RECORDED IN ORB 2801, PAGE 573, ET SEQ.

78 MAY 25 P 2:11

This Amendment to the Declaration of Condominium of Barwood Condominium III, a Condominium, made by Barwood Development Corporation (the Developer), a Florida corporation, for itself, its successors, and assigns:

WITNESSETH:

WHEREAS, on November 21, 1977, Developer executed the Declaration of Condominium for BARWOOD CONDOMINIUM III, a Condominium, which was filed for record on January 25, 1978, and is recorded in Official Record Book 2801, at page 573, et seq., in the public records of Palm Beach County, Florida, and

WHEREAS, the Declaration of Condominium provides that said Declaration may be amended by the Developer, and

WHEREAS, Florida Statute Sec. 718.110(2) provides that the Developer may amend said Declaration due to scrivener's error, and

WHEREAS, at the time of filing the aforesaid Declaration of Condominium for BARWOOD CONDOMINIUM III, A CONDOMINIUM, one page of said Declaration was inadvertently omitted, containing paragraphs 17.6, 17.7, 17.8, and a portion of paragraph 18,

NOW THEREFORE, in consideration of the premises, Developer hereby amends the hereinabove referenced omitted page, which by this Amendment is hereby expressly made a part of the Declaration of Condominium of BARWOOD CONDOMINIUM III, A CONDOMINIUM. Said omitted page, hereby incorporated by addition to said Declaration, but for scrivener's error would have followed page 599, Official Record Book 2801, public records of Palm Beach County, Florida.

10.60

PALM OFF
BEACH REC 2866 PAGE 632

RETURN TO:

THIS INSTRUMENT WAS PREPARED
BY : LAWRENCE J. MARCHBANKS
REYNOLDS & MARCHBANKS
301 West Camino Gardens
Boca Raton, Florida 33432

EXECUTED at Boca Raton, Palm Beach County, Florida, this

16th day of May, 1978.

WITNESSES:

Barbara D. Neumann

R. M. ...

BARWOOD DEVELOPMENT CORP.

By George H. Sparling
George H. Sparling, President

ATTEST: Barbara M. Sparling
Barbara M. Sparling, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

I hereby certify that on this date, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared GEORGE H. SPARLING and BARBARA M. SPARLING, well known to me to be the President and Secretary, respectively, of BARWOOD DEVELOPMENT CORP., and they acknowledged the same, freely and voluntarily, under authority duly vested in them by said Corporation, and that the seal affixed hereto is the true corporate seal of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May, 1978.

Barbara D. Neumann
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 20 1981
BONDED THRU GENERAL INS. UNDERWRITERS

17.6 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment. Where the mortgagee of an institutional mortgage of record or other purchaser of a unit, obtains title to a condominium parcel as a result of foreclosure of the institutional mortgage, or when an institutional mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquiror of title, his successors or assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel, or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquiring title, whether as a result of foreclosure, or by acceptance of a deed to the condominium parcel in lieu of foreclosure, the new owner by virtue of the acquiring of such title shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder. However, any person who acquires any interest in a unit, except through foreclosure of an institutional mortgage of record, as specifically provided in the paragraph immediately preceding, including without limitation, persons acquiring title by operation of law including persons who become purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

17.7 Assignment of Claim and Lien Rights. The Association acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any unit owner or group of unit owners, or to any third party.

17.8 Unpaid Assessments - Certificates. Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

18. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of Unit Owners to comply therewith shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act.

Record Verified
Palm Beach County, Fla.
John B. Dinkla
Clerk Circuit Court

12287

DECLARATION OF CONDOMINIUM

BARWOOD CONDOMINIUM III,

A Condominium

BOCA RATON, FLORIDA

DEVELOPER

Barwood Development Corporation
George H. Sparling, President

LEGAL COUNSEL

Reynolds and Marchbanks
Boca Raton, Florida

FINANCING

Boca Raton Federal Savings &
Loan Association
Boca Raton, Florida

ESCROW AGENT

Boca Raton Federal Savings &
Loan Association
Boca Raton, Florida

ARCHITECTS

Lawrence Browning
Lester W. Boese

70 JAN 25 PM 3:24

433⁶⁰

PALM OFF 2801 PAGE 573
BEACH, RES

This Instrument was Prepared by
Larry Marchbanks
NAME
3016 Comto Gardens Blvd,
ADDRESS
Boca Raton
CITY AND STATE

This is Not A Contract

SUMMARY OF THE CONDOMINIUM DOCUMENTS

DECLARATION OF CONDOMINIUM

Pursuant to the provisions of this instrument, BARWOOD DEVELOPMENT CORPORATION will submit BARWOOD CONDOMINIUM III, A CONDOMINIUM, to the condominium form of ownership under Florida Statute 718, the Condominium Act. The Declaration with its exhibits will be recorded among the Public Records of Palm Beach County, Florida, when the condominium building Barwood Condominium III, a condominium, is substantially completed. The Declaration together with the exhibits describe each unit and its dimensions, shows the location of parking spaces and common areas, generally describes the obligation of maintenance and repair, sets forth the percentage of the common elements and common expense accruing to each unit owner. Further, the Declaration also contains provisions relating to maintenance of the condominium, community interest, with regard to sale and rental of a unit and the first right of refusal of the Condominium Association. The Declaration is, in essence, the Constitution of the Condominium.

ARTICLES OF INCORPORATION

BARWOOD CONDOMINIUM III, A CONDOMINIUM. The condominium is operated by BARWOOD CONDOMINIUM III ASSOCIATION, INC., a Florida corporation not-for-profit. This corporation was created by filing with the Secretary of State of the State of Florida a document entitled the Articles of Incorporation. The Articles of Incorporation provide that each unit owner shall become a member of the Association, sets forth the qualifications for membership of the Board of Directors, and specifies the officers of the Association and their respective functions.

BY-LAWS

BARWOOD CONDOMINIUM III, A CONDOMINIUM. The By-Laws set out specifically the guidelines for the day-to-day operation of the condominium and the Association. The By-Laws describe the powers and duties of the Board of Directors, how and when Directors' meetings are held, the duties of the officers and of the corporation and sets forth the items of the budget.

RULES AND REGULATIONS

BARWOOD CONDOMINIUM III, A CONDOMINIUM. The Rules and Regulations are promulgated by the Board of Directors of the Condominium Association and apply to all members, their families, their guests, and their invitees. The Rules and Regulations are established to maintain an orderly, healthy and congenial life style of each member of the Condominium Association

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENTS AND MAINTENANCE

BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION. This document creates restrictions on the land submitted to the condominium form of ownership and creates the right of the Barwood Condominium Improvement Association, Inc., a non-profit corporation to control the Barwood Condominium recreation facilities. Each unit owner of Barwood Condominium will be a member of the Barwood Condominium Improvement Association and contribute to the operation and expenses of the recreation facilities.

BY LAWS

BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC. The umbrella organization which will operate and maintain the recreation improvements and provide recreational services to the entire Barwood Condominium project as it is developed, is a non-profit corporation established by the Articles of Incorporation.

PROPOSED BUDGET

The proposed budget is included in this document but is not a part of the Declaration of Condominium. The proposed budget is required by law to be submitted to each Purchaser and is delivered to inform the Purchaser of the obligation incurred by membership in the respective Condominium Associations (Barwood Condominium III Association, Inc., and Barwood Condominium Improvement Association, Inc.)

This is a copy of the original

DECLARATION OF CONDOMINIUM

FOR
BARWOOD CONDOMINIUM III, A CORPORATION
Boca Raton, Florida 33432

Made this 24 day of November, 19 77, by BARWOOD DEVELOPMENT CORPORATION, as owner of the herein described real property and developer of the improvements thereon, hereafter called the "Developer" for itself, its successors, grantors, assignees or their transferees.

WHEREAS, said Owner and Developer makes the following declaration:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands, and improvements to be constructed upon such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereinafter referred to as "Condominium Act".

1.1 The name by which this condominium is to be identified is BARWOOD CONDOMINIUM III, A CONDOMINIUM

1.2 The address of this condominium is:
23277 Barwood Lane North
Boca Raton, Florida 33432

1.3 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership are those certain lands lying in Palm Beach County, Florida, as described in Exhibit B attached hereto, and made a part hereof, which shall hereinafter be referred to as "the land". Said lands shall be subject to conditions, restrictions, limitations and easements of record and reservations of record.

1.4 Covenants. All provisions of the Declaration shall be construed to be perpetual covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits shall run with each unit as herein defined.

2. Definitions. The terms used in this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of BARWOOD CONDOMINIUM III ASSOCIATION, INC., a Florida corporation not for profit, shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires.

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

2.1 Association means the BARWOOD CONDOMINIUM III ASSOCIATION, INC., and its successors and assigns.

2.2 Assessments means a share of the funds required for the payment of the condominium expenses which from time to time are assessed against the individual owner.

2.3 By-Laws means the By-Laws for the government of the condominium as they exist from time to time.

2.4 Common Element means the portions of the condominium property not included in the units and, in addition thereto, all other items as stated in this Declaration.

2.5 Common Expenses means the expenses for which the unit owners are liable, which shall include but not be limited to the following:

- A. Expenses of administration and management of the condominium property.
- B. Expenses of maintenance, operation, repair or replacement of common elements.
- C. Expenses declared common expenses by the provisions of this Declaration or by the By-Laws.
- D. Any valid charge against the condominium as a whole.
- E. Any expenses of, charge to or assessment by the Association as provided for in this Declaration, in the Articles of Incorporation and/or the By-Laws.
- F. Expense of maintenance, operation, repair, administration, and management of Barwood Condominium Improvement Assoc., Inc.

2.6 Common Surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

2.7 Condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

2.8 Condominium Parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

2.9 Condominium Property means and includes the land in this condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.10 Declaration, or Declaration of Condominium, means the instrument or instruments by which this condominium is created, and said instrument or instruments as they may be from time to time amended.

2.11 Limited common element means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

2.12 Member, as used herein, means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles and By-Laws whether or not that person participates in the Association as a member.

2.13 Operation, or operation of the condominium, means and includes the administration and management of the condominium property.

2.14 Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, or other mortgagee which shall be acceptable to the association.

2.15 Unit means a part of the condominium property which is subject to private ownership.

2.16 Unit owner means the owner of a unit.

2.17 Utility Service, as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, garbage, sewage disposal, and solar energy.

3. Development Plans

3.1 Improvements

A. Annexed hereto and made a part hereof as Exhibit A is the survey, site plan and graphic descriptions of all units, including their identification numbers, locations and dimensions and the Common Elements and Limited Common Elements. Together with this Declaration said Exhibit is in sufficient detail to identify each of said units and the Common Elements and Limited Common Elements, their relative locations and approximate dimensions. The legend and notes contained therein are incorporated herein and made part hereof by reference.

B. Where more than one typical unit has been acquired by the same unit owner and combined into a single dwelling place, the typical unit plans may not reflect the interior plans of the combined

This is
3.1 units, but the exterior boundaries of the combined units remain the same. Should any unit be combined, combined units shall exist as separate units as described in the Declaration for the purposes of the Declaration, Articles of Incorporation of the Association and the By-Laws.

3.2 Plot Plan. A plot plan and survey of the lands comprising the the Condominium locating the improvements constructed thereon, is attached hereto as Exhibit A.

3.3 Unit Plans. As to the building constructed pursuant to the development plan of the condominium, attached hereto is Exhibit A, page 1, a survey and plot plan, and Exhibit A, pages 2 through 4, which contains elevations and floor plan. The legal description of each unit shall consist of the identifying number of such unit as shown on the Exhibit A attached hereto. Every deed, lease, mortgage or other instrument may legally describe a unit and/or condominium parcel by its identifying number as provided for on the attached Exhibit A and each and every description shall be deemed good and sufficient for all purposes.

3.4 Phase Development. Barwood Condominium is being constructed as a phase development. The commitment and development plan for phase construction is attached hereto and made a part hereof and identified as paragraph 14 to the Prospectus.

4. Unit Boundaries

4.1 Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- A. Upper Boundary: The morizontal plane of the undecorated finished ceiling.
- B. Lower Boundary: The morizontal plane of the undecorated finished floor.

4.2 Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical plane of the undecorated finished interior of the walls bounding the unit extended to intersections of each other and with the upper and lower boundaries.

4.3 Boundaries - Further Defined. The boundaries of the unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or unfinished inner surfaces of the ceilings of each unit, and further shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wires, conduit, and other facilities running through any interior wall or partition for the utility services to other units and/or for common elements.

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4.4 Balconies. A unit shall include where applicable, as indicated in Exhibit A, a balcony, the boundaries of which shall be as follows: All upper, lower and perimetrical boundaries shall be the same as set forth above. However, should a perimetrical boundary be screening or railing, then the unit shall include the screening and/or railing and the boundary shall be the exterior surface of the frame of the screening and/or the exterior surface of the railing, except those between units which shall be treated the same as perimeter walls, as provided for in 4.2 above.

5. Ownership

5.1 Type of Ownership. Ownership of each condominium parcel may be in fee simple, or in any other estate in real property recognized by the law and at least subject to this Declaration and restrictions, reservations, limitations of record.

5.2 Association Membership. The owners of record of the units shall be members of the Association. There shall be one membership for each unit and if there is more than one record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit.

5.3 Unit Owners' Rights. The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

6. Restraint Upon Separation and Partition of Common Elements.

The fee title of each condominium parcel shall include both the condominium unit and an undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium unit. Any attempt to separate and/or action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

7. Percentage of Ownership of Common Elements.

Each of the unit owners of the condominium shall own an undivided interest in the common elements, equal to the following fraction: 1/36th (one-thirtysixth).

8. Common Expense and Common Surplus.

8.1 The common expenses to be borne by each unit owner shall be a proportionate share of the total expenses and costs of the

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Association. Each unit owner shall be responsible for a portion of the common expenses and costs. Such share shall be in the same percentage of the undivided share in the common elements appurtenant to his unit, as set forth in paragraph 7 of the Declaration.

8.2 Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage liability for common expenses.

9. Maintenance, Alterations and Improvements.

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

9.1 Units:

A. By the Association. The Association shall maintain, repair, and replace, at the Association's expense:

(1) All portions of a unit building contributing to the support of the unit building, which portions shall include, but not be limited to, outside walls of the unit building and all fixtures on its exterior, those portions of boundary walls not a part of unit, floor and ceiling slabs, load-bearing columns and load-bearing walls;

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a unit maintained by the Association; and, all such facilities contained within a unit that services part or parts of the condominium other than the unit within which contained;

(3) All incidental damage caused to a unit by such work immediately above described shall be repaired promptly at the expense of the Association.

B. By the unit owner. The responsibility of the unit owner shall be as follows:

(1) To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within his unit which, if omitted, would affect the condominium in its entirety or in a part belonging to other owners or would affect other condominiums subject to the foregoing plan of development, being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall be liable and responsible for the maintenance, repair, and replacement, as the case may be, of all windows and all exterior doors, including sliding glass doors, and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his unit which may now or hereafter be situated in his unit.

This is a copy of the original document. The original document is located at the bottom of the page.

(2) To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his unit.

(3) Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of sun decks and balconies.

(4) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(5) Plumbing and electrical repairs within a unit shall be paid for and be a financial obligation of the unit owner.

(6) Any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another unit or units.

(7) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building.

C. Alteration and Improvement

Except as elsewhere reserved to Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of such or make any additions to them, or do anything that would jeopardize the safety or soundness of the unit building, or impair any easement, without first obtaining approval in writing of owners of all units in the building in which such work is to be done and approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

9.2 Common Elements

A. By the Association. The maintenance and operation of the common elements including the repair, maintenance and replacement of any and all landscaping, and other improvements and facilities shall be the responsibility of the Association as a common expense.

B. Alteration and Improvement After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five (75%) percent of the members of the Association, if the cost of the same shall be in common expense which exceed in cumulative expenditure for the calendar year the sum of Two Thousand (\$2,000) Dollars. Any such alteration or improvement shall not interfere with the rights of any unit owners herein that acquire its title

as a result of owning a mortgage upon the unit owned, unless such owner shall approve the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the proportion that their shares for the common expenses bear to each other.

There shall be no change in the shares and rights of a unit owner in the common elements, altered or further improved, whether or not the unit owner contributes to the costs of such alteration or improvements.

9.3 Enforcement of Maintenance. In the event the owner of a unit fails to maintain it as required above, the Association, Developer or any other unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions, or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a unit owner violates any of the provisions of this section, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without the consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

10. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

10.1 Units.

1. Each of the units shall be occupied only by an owner, his family, his servants and guests, as a residence and for no other purpose. Children under fifteen (15) years of age are not permitted as residents.

2. Except as reserved to Developer, no unit may be divided or sub-divided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the unit to be affected thereby.

3. Nothing shall be hung, displayed or placed on the exterior walls, floors or windows of the unit building without the prior written consent of the Board of Directors of the Association.

4. No clothes lines or similar devices shall be allowed on any patios or balconies of the condominium property, or any other part of the condominium property, without the written consent of the Board of Directors of the Association.

5. No owner shall make, allow or cause to be made any structural addition or alteration to his unit or to the common elements without the prior written consent of the Association.

10.2 Common Elements and Limited Common Elements. The common elements and limited common elements shall be used only for the purpose for which they are intended.

10.3 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property.

10.4 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and, all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Signs. No signs shall be displayed from a unit or on common property except such signs as shall have advance written approval by the Developer or the Association.

10.6 Rules and Regulations. Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request. A copy of the initial Rules and Regulations is attached hereto as Exhibit E.

10.7 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units of this condominium, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of all contemplated improvements and the sale of all units within BARWOOD CONDOMINIUM II, and Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible

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and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists and the unit building in useful condition exists upon the land, which provisions each unit owner covenants to observe:

11.1 Transfer Subject to Approval.

1. Sale. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner.

2. Lease. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to another unit owner.

3. Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

4. Devise or inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

5. Other transfers. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

11.2 Approval by Association. The approval of the Association which is required for the transfer of ownership of units shall be obtained in the following manner:

1. Notice to Association.

(a) Sale. A unit owner intending to make a bona fide sale of his unit or any interest therein shall give the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and, if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease. A unit owner intending to make a bona fide lease of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee as Association may reasonably require, and an executed copy of the proposed lease.

(c) Gift; devise; inheritance; other transfers.

A unit owner who has obtained his title by gift, devise, or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquiring of his

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title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(d) Failure to give notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or a Vice President and Secretary or by the President or a Vice President and having the corporate seal affixed in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser, said approval to be in the form of Exhibit One of the By-Laws.

(b) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, which at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Palm Beach County, Florida, at the expense of the lessee.

(c) Gift; devise; inheritance; other transfer. If the unit owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the unit owner and shall be recorded in the public records of Palm Beach County, Florida, at the expense of the unit owner.

3. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, if the unit owner or purchaser of a unit is a corporation, the approval of ownership by the corporation shall be conditioned upon requiring that all persons occupying the unit be also approved by the Association.

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11.3 Disapproval by the Association. If the Association shall disapprove a transfer of ownership of a unit, the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(a) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitors shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and, a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the Purchaser.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(d) A certificate of the Association executed by its President or a Vice President and Secretary, or by its President or a Vice President and having the corporate seal affixed, and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the unit owner.

11.4 Mortgage. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association except to an institutional mortgagee, as hereinbefore defined. The approval of any other mortgagee may be obtained upon conditions determined by the Board of Directors of the Association, and said approval shall be, if granted, prepared in recordable form, executed by the President and Secretary of the Association. Where

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a unit owner sells his unit and takes back a purchase money mortgage, the approval of the Association shall not be required.

11.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires title as a 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 through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association 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. Neither shall any of the provisions of this section apply to the sale or lease of any unit by the Developer.

11.6 Unauthorized transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.7 Notice of Lien or Suit.

1. Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

2. Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given within five (5) days after the unit owner received knowledge thereof.

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

11.8 Purchase of Unit by Association. The Association shall have the power to purchase units, subject to the following provisions:

1. Decision. The decision of the Association to purchase a unit shall be made by its directors, without approval of its members except as hereinafter provided.

2. Limitation. If at any one time the Association be the owner or agreed purchaser of fifteen (15) or more units, it may not purchase any additional unit without the prior written approval of seventy-five (75%) percent of members eligible to vote thereon. A member whose unit is the subject matter of the pro-

posed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefore does not exceed the cancellation of such lien.

11.9 Rights of Developer. Notwithstanding anything herein to the contrary, until the Developer has sold all of the units within BARWOOD CONDOMINIUM II, A CONDOMINIUM, in each case where the Association shall have the right to purchase a unit or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such unit for itself upon the same terms and conditions available to the Association.

12. Parking Space. The following provisions will be applicable to the transfer and assignment of Parking Spaces.

12.1 Assignment of Parking Spaces. Each parking space exists as a Limited Common Element and is identified, described and located on Exhibit A. Upon the conveyance by the Developer of such parking space in the Limited Common Elements to a unit, the owners of such unit shall have the exclusive right to the use thereof without separate charge therefore by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expense made against a unit, as herein provided, it being the intent that the cost of maintenance and administration of Limited Common Elements shall be included as part of the common expense applicable to all units for purposes of assessment. Upon such conveyance, the owner of the unit to whom such conveyance is made shall have the exclusive right of use of such parking space and the parking space shall become an appurtenance to said unit, and upon the conveyance of or passing of title to the unit to which a parking space conveyance is made, such interest in the limited common element (parking space) shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such unit. Parking spaces designated as Guest Parking Spaces shall be a part of the Common Elements and shall be under the control and jurisdiction of the Condominium Association except that no Guest Parking Space may be assigned to a unit or otherwise transferred unless approved in the same manner as required to amend this Declaration of Condominium provided in Paragraph 19.

12.2 Restrictions on Separate Transfer of Parking Spaces. No conveyance, assignment, transfer or conveyance of title in any manner whatsoever to use a parking space constituting Limited Common Elements may be made or accomplished separately from the conveyance, or passing of title to the unit to which it is appurtenant.

posed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefore does not exceed the cancellation of such lien.

11.9 Rights of Developer. Notwithstanding anything herein to the contrary, until the Developer has sold all of the units within BARWOOD CONDOMINIUM III, A CONDOMINIUM, in each case where the Association shall have the right to purchase a unit or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such unit for itself upon the same terms and conditions available to the Association.

12. Parking Space. The following provisions will be applicable to the transfer and assignment of Parking Spaces.

12.1 Assignment of Parking Spaces. Each parking space exists as a Limited Common Element and is identified, described and located on Exhibit A. Upon the Conveyance by the Developer of such parking space in the Limited Common Elements to a unit, the owners of such unit shall have the exclusive right to the use thereof without separate charge therefore by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expense made against a unit, as herein provided, it being the intent that the cost of maintenance and administration of Limited Common Elements shall be included as part of the common expense applicable to all units for purposes of assessment. Upon such conveyance, the owner of the unit to whom such conveyance is made shall have the exclusive right of use of such parking space and the parking space shall become an appurtenance to said unit, and upon the conveyance of or passing of title to the unit to which a parking space conveyance is made, such interest in the limited common element (parking space) shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such unit. Parking spaces designated as Guest Parking Spaces shall be a part of the Common Elements and shall be under the control and jurisdiction of the Condominium Association except that no Guest Parking Space may be assigned to a unit or otherwise transferred unless approved in the same manner as required to amend this Declaration of Condominium provided in Paragraph 19.

12.2 Restrictions on Separate Transfer of Parking Spaces. No conveyance, assignment, transfer or conveyance of title in any manner whatsoever to use a parking space constituting Limited Common Elements may be made or accomplished separately from the conveyance, or passing of title to the unit to which it is appurtenant.

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13. Easements. Each of the following easements is a covenant running with the land of the condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium.

13.1 Utilities. As may be required for utility services in order to adequately serve the Condominium, provided however, easements through a unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the unit owner.

13.2 Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, lands, and walks, as the same may from time to time exist, upon the common elements; and, for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes.

13.3 Support. Every portion of a unit contributing to the support of the unit building of an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

13.4 Perpetual Non-Exclusive Easement in Common Property. The common property shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

This easement shall not apply to any Unit Building and the real property contained therein prior to the improvements therein and thereon having been completed by the Developer.

13.5 Right of Entry into Private Dwelling in Emergencies. In case of emergency originating in or threatening any units, regardless of whether the owner is present at the time of such emergency, the Board of Directors of Association, or any other person authorized by it, or the building manager or managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association a key to such unit.

13.6 Right of Entry for Maintenance of Common Property. Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration, or repair to any portion

of the Common Property, the owner of each unit shall permit other owners by their representative, or the duly constituted and authorized agent of the Association, to enter such unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

13.7 Easement for Unintentional and Non-Negligent Encroachments. In the event that any unit shall encroach upon any Common Property for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment onto the Common Property for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Property shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the Common Property into any unit for so long as such encroachment shall naturally exist.

13.8 Air Space. An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered.

13.9 Easements or encroachments by the perimeter walls, ceilings, and floors surrounding each condominium unit.

13.10 Easement for overhanging eaves or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

14. Association. In order to provide for the efficient and effective administration of this condominium by the owners of units, a non-profit corporation known and designated as BARWOOD CONDOMINIUM II ASSOCIATION, INC., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the rules and regulations promulgated by the Association from time to time.

14.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit C.

14.2 The By-Laws of the Association shall be the by-laws of the condominium, a copy of which is attached as Exhibit D.

14.3 Limitation Upon Liability of Association. Notwithstanding, the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

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14.4 Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

14.5 Approval or Disapproval of Matters. Whenever the decision of an owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

14.6 Membership. The record owners of all units in this condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles. Membership shall be established by acquisition of ownership of fee title to or fee interest in a condominium parcel in said condominiums, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation among the Public Records of Palm Beach County, Florida, of the Deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded Deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

14.7 Voting. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit.

15. Insurance. The insurance other than title insurance which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

15.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees or unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be written by insurance companies authorized to do business in Florida, and with offices or agents in Florida.

15.2 Coverage.

1. Casualty. All buildings and improvements upon the land including units and all personal property of the Association included in the condominium property are to be insured in an amount equal to the maximum insurable replacement value,

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excluding foundations and excavation costs as determined annually by the Board of Directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage affords protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.
(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to, vandalism and malicious mischief.

2. Public Liability in such amounts and with such coverage as shall be required by the Board of the Association, with cross-liability endorsements to cover liability of the unit owners as a group to a unit owner.

3. Workmen's Compensation as shall be required to meet the requirements of the law.

15.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association.

15.4 Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to any national bank in Broward or Palm Beach Counties with trust powers as may be approved by the Board of Directors of the Association, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payments of premiums nor for the renewal or sufficiency of the policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares but which shares need not be set forth in the records of the Insurance Trustee.

1. Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units in each building, the shares of each unit owner being the same as his share in the common elements, as same are hereinabove stated.

2. Units. Proceeds on account of units shall be held in the following undivided shares:

(a) Partial destruction, when the buildings are to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(b) Total destruction of the buildings or when the buildings are to be restored to owners of all units in the buildings, each owner's share being in proportion to his share in the common elements appurtenant to his unit.

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(c) Mortgagee. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the Mortgagee and the unit owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

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

1. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefore.

2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

4. Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the unit owners and their respective shares of the distributor.

5. 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.

16. Reconstruction or repair - After Casualty.

16.1 Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

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1. Common Element. If the damaged improvement is a common element, the damaged property to be reconstructed or repaired shall be determined in the manner elsewhere provided that the condominium shall be terminated.

2. Unit Buildings.

(a) Lesser damage. If the damaged improvement is a part of the unit buildings, and if units to which fifty (50%) percent of the common elements or appurtenances are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Major damage. If the damaged improvement is part of the unit buildings, and if units to which more than fifty (50%) percent of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five (75%) percent of the common elements agree in writing to such reconstruction and repair.

3. Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be constructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the unit buildings, by the owners of not less than seventy-five (75%) percent of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

16.3 Responsibility. If the damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and casualty shall be that of the Association.

16.4 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

16.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and

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repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs hereof are insufficient, assessments shall be made against the unit owners who own the damaged units, and against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

16.6 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

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

1. Association. If costs of reconstruction and repair which are the responsibility of the Association are more than Five Thousand (\$5,000.00) Dollars, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

(a) Unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement, then to the unit owner and the mortgagee jointly.

(b) Association - Lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand (\$5,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such

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fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand (\$5,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

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

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, not to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine whether surplus funds to be distributed are less than the assessment paid by owners. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceed of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

17. Assessments.

The making and collecting of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

17.1 Share of the Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses and shall share of the common surplus, such shares being heretofore set forth. A unit owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the

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owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore.

17.2 Non-Waiver. The liability for assessments may not be avoided by waiver of the use of enjoyment of any common element or by the abandonment of the unit for which the assessment is made.

17.3 Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten days after date when due shall not bear interest, but all sums not paid on or before ten days after date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

17.4 Lien for Assessments. The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, against the owner of such condominium parcel, together with a lien on all tangible personal property located within the unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the unit owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of each unit owner in payment of his obligation for use, charges and operation costs likewise referred to as common expenses.

17.5 Collection and foreclosure. The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

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18.1 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, or lessee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements.

18.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and rules and regulations adopted pursuant thereto, and said documents and regulations 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.

18.3 No waiver of rights. The failure of the Association or any unit owner to enforce covenants, restrictions or other provision of the Condominium Act, this Declaration, the By-Laws, or the regulations adopted pursuant thereto, shall not constitute waiver of the right to do so thereafter.

19. Amendment of Declaration. Except as elsewhere provided, otherwise, this Declaration of Condominium may be amended in the following manner:

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

19.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than seventy-five (75%) percent of the votes of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

2. Not less than eighty (80%) percent of the votes of the entire membership of the Association;

3. Until the Developer transfers control of the Association to the unit owners, only by all of the Directors, provided the amendment does not increase the number of the units or alter the boundaries of the common elements.

19.3 Proviso. No amendment shall discriminate against any

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18.1 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, or lessee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements.

18.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and rules and regulations adopted pursuant thereto, and said documents and regulations 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.

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2. Not less than eighty (80%) percent of the votes of the entire membership of the Association;

3. Until the Developer transfers control of the Association to the unit owners, only by all of the Directors, provided the amendment does not increase the number of the units or alter the boundaries of the common elements.

19.3 Proviso. No amendment shall discriminate against any

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unit owner or against any unit, or class or group of units, unless the unit owners so affected and their institutional mortgagees shall consent; and, no amendment shall change any unit or the share in the common elements, and other of its appurtenances or increase the owner's share of the common elements, and other of its appurtenances or increase the owner's share of the common expenses except as hereinabove provided, unless the owner of the unit concerned and all such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair - After Casualty" unless the record owner of all mortgages upon the condominium shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

19.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Palm Beach County, Florida.

20. Barwood Condominium Improvement Association, Inc. In order to operate and maintain the recreational facilities for each unit owner of Barwood Condominium, all phases, the Barwood Condominium Improvement Association, Inc., has been organized under the laws of the State of Florida and said corporation shall administer the areas subject to the Declaration of Covenants and Restrictions for Improvement and Maintenance in accordance with the terms and provisions of the Declaration of Condominium, the Articles of Incorporation of the Barwood Condominium Improvement Association, Inc., the By-Laws of the Barwood Condominium Improvement Association, Inc., and the Declaration of Covenants and Restrictions for Improvement and Maintenance encumbering the real property submitted to condominium form of ownership by this Declaration of Condominium.

20.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Barwood Condominium Improvement Association, Inc., is attached hereto and made a part hereof as Exhibit H.

20.2 The By-Laws of the Barwood Condominium Association Inc., are attached hereto and made a part hereof as Exhibit J.

20.3 Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Barwood Condominium Improvement Association, Inc., cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

20.4 Membership. The record owners of all units in Barwood Condominium II, a Condominium, shall be members in the Barwood Condominium Improvement Association, Inc., as provided in the Articles of Incorporation, and By-Laws of the Barwood Condominium Improvement Association, Inc., and the Declaration of Covenants and Restrictions for Improvement and Maintenance. Membership shall be established by acquisition of ownership of fee title or fee interest in a condominium parcel in said condominium, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation among the Public Records of Palm Beach County, Florida, of the Deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Barwood Condominium Improvement Association, Inc., of a true copy of such recorded Deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Barwood Condominium Improvement Association, Inc., and the membership of the prior owner as to the parcel designated shall be terminated.

20.5 Additional Members. The record owners of all units in Barwood Condominium, Phases I through 6, shall be members in the Barwood Condominium Improvement Association, Inc., as each additional unit building is constructed and units therein sold. The commitment and development plan for phase construction is attached hereto and made a part hereof and identified as paragraph 14 to the Prospectus.

20.6 Voting. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit.

21. Assessments of Barwood Condominium Improvement Association, Inc. The making and collecting of assessments against unit owners shall be pursuant to the Articles of Incorporation and the By-Laws of Barwood Condominium Improvement Association, Inc., and the Declaration of Covenants and Restrictions for Improvement and Maintenance.

21.1 Share of the Assessment. Each unit owners shall be liable for an assessment. A unit owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of grantee to recover from the grantor the amounts paid by the grantee therefore.

21.2 Non-Waiver. The liability for assessments may not be avoided by waiver of the use of enjoyment or by abandonment of the unit for which the assessment is made.

21.3 Interest, Application of Payments. Assessments shall be paid when due and all sums not paid when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

21.4 Lien for Assessment. Barwood Condominium Improvement Association, Inc., shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, against the owner of such condominium parcel, together with a lien on all tangible personal property located within the unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Barwood Condominium Improvement Association, Inc., incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Barwood Condominium Improvement Association, Inc., in order to preserve and protect its lien shall be payable by the unit owner and secured by such lien. The Barwood Condominium Improvement Association, Inc.'s liens shall also include those sums advanced on behalf of each unit owner in payment of his obligations.

21.5 Collection and foreclosure. The Board of Directors of Barwood Condominium Improvement Association, Inc., may take such action as they deem necessary to collect assessments of the Barwood Condominium Improvement Association, Inc., by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same; if in the best interest of the Barwood Condominium Improvement Association, Inc. Said lien shall be of equal dignity and priority as the lien of the Barwood Condominium II Association, Inc. The Barwood Condominium Improvement Association, Inc., shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Barwood Condominium Improvement Association, Inc., covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

21.6 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment. Where the mortgagee of an institutional mortgage of record or other purchaser of a unit obtains title to a condominium parcel as a result of foreclosure of the institutional mortgage, or when an institutional mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for assessment by the Barwood Condominium Improvement Association, Inc., pertaining to such condominium parcel, or

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chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The new owner by virtue of the acquiring of such title shall forthwith become liable for payment of the assessments, and such other expenses as may be chargeable to the owner of a condominium unit hereunder. However, any person who acquires an interest in a unit, except through foreclosure of an institutional mortgage of record, as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including persons who became purchasers at judicial sales, shall not be entitled to occupancy of the unit until such time as all unpaid assessments due and owing by the former owner have been paid to the Barwood Condominium Improvement Association, Inc.

21.7 Assignment of Claim and Lien Rights. The Barwood Condominium Improvement Association, Inc., acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Developer, or to any unit owner or group of unit owners, or to any condominium association, or to any third party.

21.8 Unpaid Assessments - Certificate. Any unit owner shall have the right to require from the Barwood Condominium Improvement Association, Inc., a certificate showing the amount of unpaid assessments against him with respect to this condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

22. Developer's Units and Privileges.

22.1 The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual units, and appurtenances comprising this condominium. Therefore, the Developer, until all of the units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by the Developer. Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of units, including, but not limited to the right to maintain models, have signs, staff employees, maintain offices, use the common elements and show units. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

22.2 Notwithstanding anything in this Declaration to the contrary, during the period of time which the Developer guarantees the budget attached hereto, as Projected Operating Budget -1977, units owned by the Developer shall not be subject to assessments as provided for in this Declaration of Condominium. Developer may at its sole option, be assessed and pay to the

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Association in lieu of a budget guarantee thereof, the sums required to be paid by Developer as assessments pursuant to the Condominium Act. The actual operating expenditures, for this purpose, shall not include any reserves, or capital expenditures.

22.3 Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all of the units in Barwood Condominium I, a Condominium.

23. Termination. The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

23.1 Destruction. In the event that it is determined in the manner elsewhere provided that the unit buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

23.2 Agreement. The condominium may be terminated by the approval in writing of all of the owners of the units therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five (75%) percent of the common elements, and of the record owners of all mortgages upon the units are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased, of an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall provide for the purchase of all of the units owned by owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.

2. Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and, a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent juris-

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diction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

23.3 Certificate. The termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgages and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' unit prior to the termination.

23.5 Amendments. This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon units.

24. Covenants. All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

25. Severability and Invalidity.

25.1 The invalidity in whole or in part of any covenant or restrictions of any section, subsection, sentence, clause, phrase, or word, or other provisions of the Declaration of Condominium, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association shall not affect the validity of the remaining portions which shall remain in full force and effect.

25.2 In the event any court shall hereafter determine that any provision of the Declaration of Condominium, as originally drafted, or as amended, violate the rule against perpetuities or any other rules of law because of the duration of the period involved, and period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

26. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a plan for the operation of a condominium in accordance with the laws made and provided for same: Chapter 718 of the Florida Statutes.

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IN WITNESS WHEREOF, the Developer, BARWOOD DEVELOPMENT CORPORATION, has executed this Declaration of Condominium this 21st day of November, 1977.

Signed, sealed and delivered in the presence of

Barbara S. Neuman

John Wm. Neuman

BARWOOD DEVELOPMENT CORPORATION

By George H. Sparling
GEORGE H. SPARLING, President

ATTEST: Barbara M. Sparling
BARBARA M. SPARLING,
Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this day personally appeared before me, the undersigned authority, GEORGE H. SPARLING and BARBARA M. SPARLING, as President and Secretary, respectively, of BARWOOD DEVELOPMENT CORPORATION, a Florida corporation, and they acknowledged before me that they executed the foregoing Declaration of Condominium as such officers of said corporation and that they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

Witness my hand and official seal at Boca Raton, said County and State last aforesaid, this 21st day of November, 1977.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 20 1981
BONDED THRU GENERAL INS. UNDERWRITERS

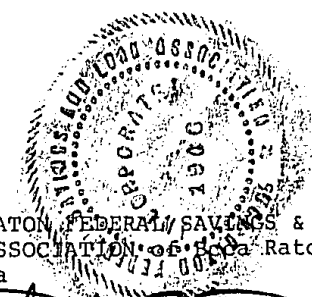
Barbara S. Neuman
Notary Public, State of Florida

JOINDER OF MORTGAGEE

Boca Raton Federal Savings & Loan Association of Boca Raton, Florida, as Mortgagee of the land submitted to condominium hereby, joins in the Declaration of Condominium for BARWOOD CONDOMINIUM III, A CONDOMINIUM, to consent to the submission of said land to the condominium form of ownership.

EXECUTED this 22ND day of November, 1977.

This is Not a Copy



Signed, sealed and delibered
in the presence of:

Bernadette A. Veras
Karen M. Henry

BOCA RATON FEDERAL SAVINGS &
LOAN ASSOCIATION of Boca Raton,
Florida

By Arthur G. Martell

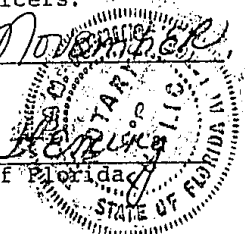
ATTEST: Eleanor C. Nelson
Asst. Secy.

STATE OF FLORIDA
COUNTY OF PALM BEACH

PERSONALLY APPEARED before me, the undersigned authority,
Arthur G. Martell and Eleanor C. Nelson
as Vice President and Asst. Secretary respectively
of the Boca Raton Federal Savings & Loan Association of Boca
Raton, Florida, who after first being duly sworn, depose and
said that they executed the foregoing Joinder of Mortgage for
the uses and purposes therein expressed as such officers.

WITNESS my hand and seal this 2nd day of November,
1977, in the State and County last aforesaid.

Margaret M. Henry
Notary Public, State of Florida
My Commission Expires:



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 7, 1981
BONDED THROUGH GENERAL INSURANCE

This is not a certified copy

EXHIBIT A

SURVEY, PLOT PLAN AND ELEVATION

DECLARATION OF CONDOMINIUM

FOR

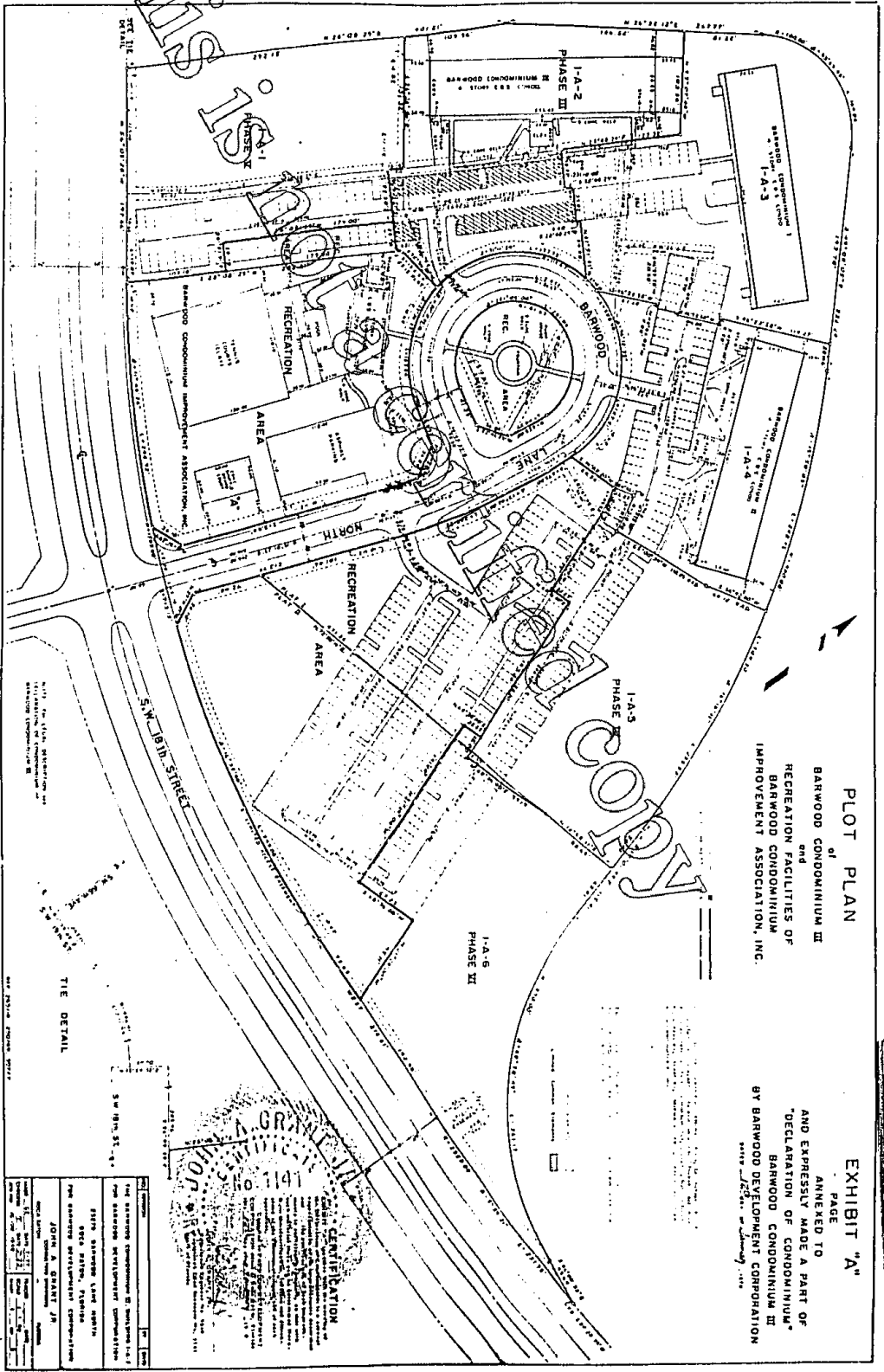
BARWOOD CONDOMINIUM, LLC, A CONDOMINIUM

PALM BEACH COUNTY, FLORIDA

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PLOT PLAN
of
BARWOOD CONDOMINIUM III
and
RECREATION FACILITIES OF
BARWOOD CONDOMINIUM
IMPROVEMENT ASSOCIATION, INC.

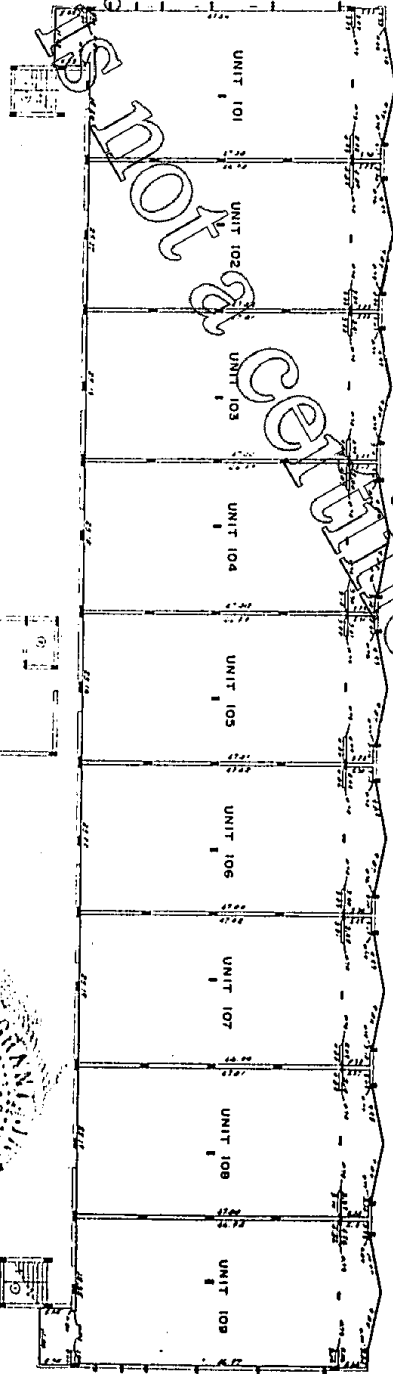
EXHIBIT "A"
PAGE
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BARWOOD CONDOMINIUM III
BY BARWOOD DEVELOPMENT CORPORATION
DATE 12-22-77



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THE BARWOOD CONDOMINIUM III, INC.	12/22/77	12/22/77	12/22/77
THE BARWOOD DEVELOPMENT CORPORATION	12/22/77	12/22/77	12/22/77
JOHN A. GRANT JR.	12/22/77	12/22/77	12/22/77
JOHN A. GRANT JR.	12/22/77	12/22/77	12/22/77
JOHN A. GRANT JR.	12/22/77	12/22/77	12/22/77

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Notes: (a) Long dashed lines of Department
Expenditure - 1/2 of the paper and paper framing of the Department
Expenditure of Department 10, 11 and 12
Notes: (b) Long dashed lines of Department
Expenditure - 1/2 of the paper and paper framing of the Department
Expenditure of Department 10, 11 and 12

LEGEND

1. Single
2. Frequency
3. Correlation

EXHIBIT "A"
PAGE
ANNEXED TO
AND EXPRESSLY MADE A PART OF
"DECLARATION OF CONDOMINIUM"
BY BARWOOD DEVELOPMENT CORPORATION
167-168 169-170 171-172 173-174 175-176 177-178 179-180 181-182 183-184 185-186 187-188 189-190 191-192 193-194 195-196 197-198 199-200 201-202 203-204 205-206 207-208 209-210 211-212 213-214 215-216 217-218 219-220 221-222 223-224 225-226 227-228 229-230 231-232 233-234 235-236 237-238 239-240 241-242 243-244 245-246 247-248 249-250 251-252 253-254 255-256 257-258 259-260 261-262 263-264 265-266 267-268 269-270 271-272 273-274 275-276 277-278 279-280 281-282 283-284 285-286 287-288 289-290 291-292 293-294 295-296 297-298 299-300 301-302 303-304 305-306 307-308 309-310 311-312 313-314 315-316 317-318 319-320 321-322 323-324 325-326 327-328 329-330 331-332 333-334 335-336 337-338 339-340 341-342 343-344 345-346 347-348 349-350 351-352 353-354 355-356 357-358 359-360 361-362 363-364 365-366 367-368 369-370 371-372 373-374 375-376 377-378 379-380 381-382 383-384 385-386 387-388 389-390 391-392 393-394 395-396 397-398 399-400 401-402 403-404 405-406 407-408 409-410 411-412 413-414 415-416 417-418 419-420 421-422 423-424 425-426 427-428 429-430 431-432 433-434 435-436 437-438 439-440 441-442 443-444 445-446 447-448 449-450 451-452 453-454 455-456 457-458 459-460 461-462 463-464 465-466 467-468 469-470 471-472 473-474 475-476 477-478 479-480 481-482 483-484 485-486 487-488 489-490 491-492 493-494 495-496 497-498 499-500 501-502 503-504 505-506 507-508 509-510 511-512 513-514 515-516 517-518 519-520 521-522 523-524 525-526 527-528 529-530 531-532 533-534 535-536 537-538 539-540 541-542 543-544 545-546 547-548 549-550 551-552 553-554 555-556 557-558 559-560 561-562 563-564 565-566 567-568 569-570 571-572 573-574 575-576 577-578 579-580 581-582 583-584 585-586 587-588 589-590 591-592 593-594 595-596 597-598 599-600 601-602 603-604 605-606 607-608 609-610 611-612 613-614 615-616 617-618 619-620 621-622 623-624 625-626 627-628 629-630 631-632 633-634 635-636 637-638 639-640 641-642 643-644 645-646 647-648 649-650 651-652 653-654 655-656 657-658 659-660 661-662 663-664 665-666 667-668 669-670 671-672 673-674 675-676 677-678 679-680 681-682 683-684 685-686 687-688 689-690 691-692 693-694 695-696 697-698 699-700 701-702 703-704 705-706 707-708 709-710 711-712 713-714 715-716 717-718 719-720 721-722 723-724 725-726 727-728 729-730 731-732 733-734 735-736 737-738 739-740 741-742 743-744 745-746 747-748 749-750 751-752 753-754 755-756 757-758 759-760 761-762 763-764 765-766 767-768 769-770 771-772 773-774 775-776 777-778 779-780 781-782 783-784 785-786 787-788 789-790 791-792 793-794 795-796 797-798 799-800 801-802 803-804 805-806 807-808 809-810 811-812 813-814 815-816 817-818 819-820 821-822 823-824 825-826 827-828 829-830 831-832 833-834 835-836 837-838 839-840 841-842 843-844 845-846 847-848 849-850 851-852 853-854 855-856 857-858 859-860 861-862 863-864 865-866 867-868 869-870 871-872 873-874 875-876 877-878 879-880 881-882 883-884 885-886 887-888 889-890 891-892 893-894 895-896 897-898 899-900 901-902 903-904 905-906 907-908 909-910 911-912 913-914 915-916 917-918 919-920 921-922 923-924 925-926 927-928 929-930 931-932 933-934 935-936 937-938 939-940 941-942 943-944 945-946 947-948 949-950 951-952 953-954 955-956 957-958 959-960 961-962 963-964 965-966 967-968 969-970 971-972 973-974 975-976 977-978 979-980 981-982 983-984 985-986 987-988 989-990 991-992 993-994 995-996 997-998 999-1000 1001-1002 1003-1004 1005-1006 1007-1008 1009-1010 1011-1012 1013-1014 1015-1016 1017-1018 1019-1020 1021-1022 1023-1024 1025-1026 1027-1028 1029-1030 1031-1032 1033-1034 1035-1036 1037-1038 1039-1040 1041-1042 1043-1044 1045-1046 1047-1048 1049-1050 1051-1052 1053-1054 1055-1056 1057-1058 1059-1060 1061-1062 1063-1064 1065-1066 1067-1068 1069-1070 1071-1072 1073-1074 1075-1076 1077-1078 1079-1080 1081-1082 1083-1084 1085-1086 1087-1088 1089-1090 1091-1092 1093-1094 1095-1096 1097-1098 1099-1100 1101-1102 1103-1104 1105-1106 1107-1108 1109-1110 1111-1112 1113-1114 1115-1116 1117-1118 1119-1120 1121-1122 1123-1124 1125-1126 1127-1128 1129-1130 1131-1132 1133-1134 1135-1136 1137-1138 1139-1140 1141-1142 1

DESCRIPTION OF APARTMENTS, LIMITED COMMON ELEMENTS, & GENERAL COMMON ELEMENTS

CERTIFICATION
 I hereby certify that the above is a true and correct copy of the original as the same appears in the records of the Department of the Interior, Bureau of Land Management, Washington, D. C.

DATE	FILE	NO.	PAGE
1977-1980 CONSUMERS - BUILDING L&B FOR SEVERAL DEVELOPMENT COOPERATION 1977-1980 LAST MEETING DICK STEIN, FLORIDA FOR SEVERAL DEVELOPMENT COOPERATION JOHN A GANT JR. DICK STEIN CONSUMERS AND BUILDING L&B 1977-1980 CONSUMERS - BUILDING L&B FOR SEVERAL DEVELOPMENT COOPERATION 1977-1980 LAST MEETING DICK STEIN, FLORIDA FOR SEVERAL DEVELOPMENT COOPERATION JOHN A GANT JR. DICK STEIN CONSUMERS AND BUILDING L&B			

NOTES

1. The proposed layout of the proposed road is shown on the plan and is subject to the approval of the Department of Public Works and the Department of Public Health and the Department of Public Safety.

2. The proposed layout of the proposed road is shown on the plan and is subject to the approval of the Department of Public Works and the Department of Public Health and the Department of Public Safety.

3. The proposed layout of the proposed road is shown on the plan and is subject to the approval of the Department of Public Works and the Department of Public Health and the Department of Public Safety.

4. The proposed layout of the proposed road is shown on the plan and is subject to the approval of the Department of Public Works and the Department of Public Health and the Department of Public Safety.

5. The proposed layout of the proposed road is shown on the plan and is subject to the approval of the Department of Public Works and the Department of Public Health and the Department of Public Safety.

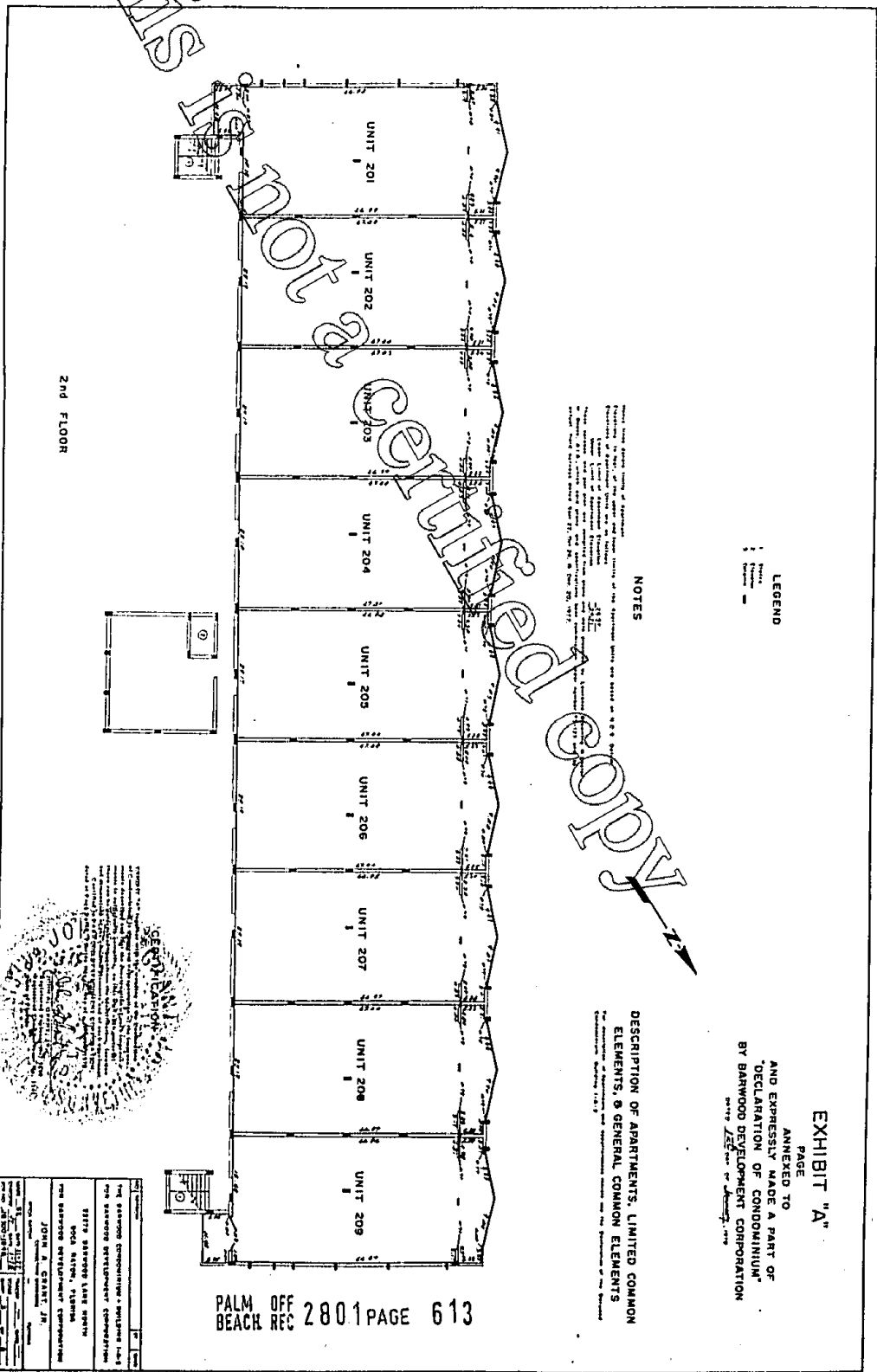
6. The proposed layout of the proposed road is shown on the plan and is subject to the approval of the Department of Public Works and the Department of Public Health and the Department of Public Safety.

7. The proposed layout of the proposed road is shown on the plan and is subject to the approval of the Department of Public Works and the Department of Public Health and the Department of Public Safety.

8. The proposed layout of the proposed road is shown on the plan and is subject to the approval of the Department of Public Works and the Department of Public Health and the Department of Public Safety.

9. The proposed layout of the proposed road is shown on the plan and is subject to the approval of the Department of Public Works and the Department of Public Health and the Department of Public Safety.

10. The proposed layout of the proposed road is shown on the plan and is subject to the approval of the Department of Public Works and the Department of Public Health and the Department of Public Safety.



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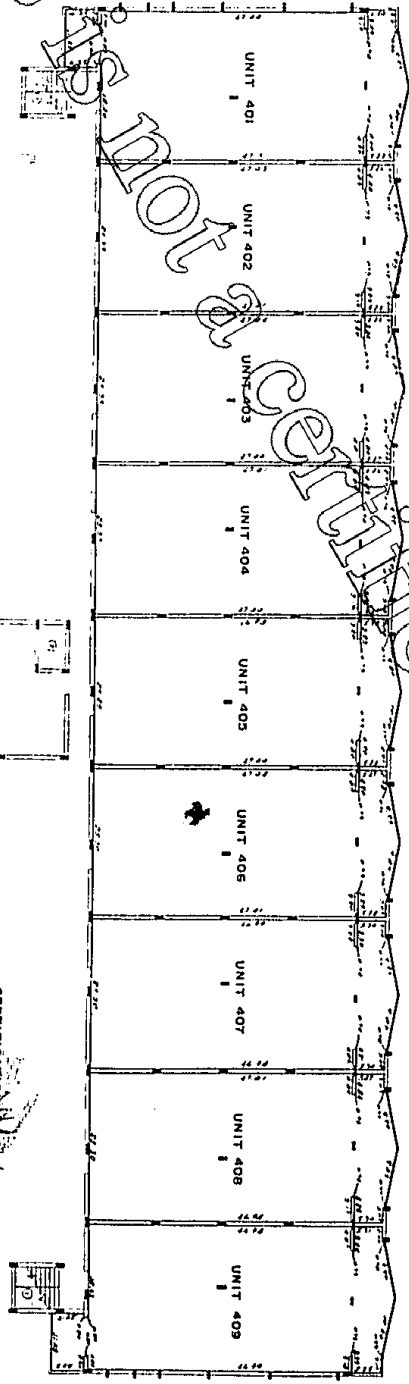
LEGEND

ANNEXED TO
DECLARATION OF CONDOMINIUM
BY BARWOOD DEVELOPMENT CORPORATION

NOTES

DESCRIPTION OF APARTMENTS, LIMITED COMMON
ELEMENTS, & GENERAL COMMON ELEMENTS

4th FLOOR



DATE	10/1/81
BY	JOHN A. GRANT, JR.
TITLE	General Manager
COMPANY	Barwood Development Corporation

This is not a certified copy

EXHIBIT B
LEGAL DESCRIPTION
DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION

PHASE I, BUILDING 1 - A - 2

A parcel of land lying in Section 31, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of Block "A", PLAT I of BARWOOD as recorded in Plat Book 31, Pages 24-25 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Southwest 66th Avenue and Southwest 19th Street, as shown on the plat of Sandalfoot Cove Section One, as recorded in Plat Book 28, Pages 225 and 226, Public Records of Palm Beach County, Florida; thence along the centerline of said Southwest 19th Street, N. 89° 05' 05" E., a distance of 205.00 feet to a point at the beginning of a curve, from which the radius point bears S. 0° 54' 55" E., 446.41 feet; thence easterly, along said curve, an arc distance of 279.33 feet to a point; thence along a radial line of said curve, N. 33° 54' 32" E., a distance of 40.00 feet; thence S. 56° 05' 28" E., a distance of 385.96 feet; thence N. 28° 08' 29" E., a distance of 292.15 feet to the Point of Beginning; thence continuing along the aforementioned course of N. 28° 08' 29" E., being along the West line of the aforesaid Block "A", a distance of 109.36 feet to a point; thence with a bearing of N. 36° 52' 12" E., a distance of 186.52 feet to a point; thence with a bearing of S. 53° 07' 48" E., a distance of 103.56 feet to a point; thence with a bearing of S. 28° 08' 29" W. a distance of 123.32 feet to a Point; thence with a bearing of S 61° 51' 31" E., a distance of 18.90 feet to a point; thence with a bearing of N 28° 08' 29" E., a distance of 10.00 feet to a point; thence with a bearing of S. 61° 51' 31" E., a distance of 33.82 feet to a point; thence with a bearing of N. 28° 08' 29" E., a distance of 4.40 feet to a point; thence with a bearing of S. 61° 51' 31" E., a distance of 54.88 feet to a point; thence with a curve to the left having a tangent bearing of S. 76° 48' 15" W., a radius of 111.67 feet, an arc length of 177.73 feet to a point; thence with a bearing of S. 75° 36' 46" W., a distance of 51.13 feet to a point; thence with a bearing of S. 28° 08' 29" W., a distance of 4.51 feet to a point; thence with a bearing of N. 61° 51' 31" W., a distance of 80.98 feet to a point; thence with a bearing of N. 28° 08' 29" E., a distance of 16.15 feet to a point; thence with a bearing of N. 56° 05' 28" W., a distance of 131.32 feet more or less to the Point of Beginning.

Subject to a Utility Easement and a Drainage Easement as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records, Palm Beach County, Florida.

And subject to an easement for ingress-egress, 25 feet in width whose centerline is described as follows:

This is a copy of the original document.

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. 19° 01' 23" E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point of compound curvature; thence with a curve to the left having a radius of 86.67 feet, an arc length of 281.72 feet to a point; thence with a bearing of S. 85° 05' 03" W., a distance of 25.00 feet to the Point of Beginning of the centerline of the subject easement; thence with a curve to the right having a tangent bearing of N. 80° 18' 45" W., a radius of 100.00 feet, an arc length of 32.2 feet to a point; thence with a bearing of N. 61° 51' 31" W., a distance of 36.0 feet to a point, being designated as Point "A"; thence with a bearing of N. 28° 08' 29" E., a distance of 145.5 feet more or less to the end of the centerline of the subject easement.

Also, beginning at the aforementioned point "A"; thence with a bearing of S. 28° 08' 29" W., a distance of 48.50 feet to the end of the centerline of the 25.00 foot wide subject easement.

Containing 1.259 Acres, more or less, and subject to easements and rights of way of record.

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EXHIBIT C

ARTICLE OF INCORPORATION

BARWOOD CONDOMINIUM III ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM

FOR

BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of Articles of Incorporation of BARWOOD CONDOMINIUM III ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on December 20, 1977, as shown by the records of this office.

The charter number for this corporation is 741085.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
21st day of December, 1977.

Gene A. Smathers
SECRETARY OF STATE

THU. 12 20 1977
RECEIVED
AND
FILED
DEC 20 1977
ARTICLES OF INCORPORATION
OF

FLORIDA DEPT. OF STATE
CORPORATIONS DIVISION
TALLAHASSEE, FLORIDA
BARWOOD CONDOMINIUM III ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

The name of the corporation shall be:

BARWOOD CONDOMINIUM III ASSOCIATION, INC.,

which corporation shall hereinafter be referred to as the "Association".

ARTICLE II

Purpose

The purposes and objects of the Association shall be to administer the operation and management of the condominium to be established in accordance with the Condominium Act of the State of Florida and pursuant to the development plans set forth in the Declaration of Condominium, upon or within the property in Palm Beach County, Florida, legally described upon Exhibit B attached to the Declaration of Condominium and made a part hereof which entire area is hereinafter referred to as "BARWOOD CONDOMINIUM III A CONDOMINIUM"; and to undertake the performance of the acts and duties incident to the administration of the operation and management of said condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium which shall be recorded in the Public Records of Palm Beach County, Florida, at the time that said property, and the improvements situate thereon are submitted to a plan of condominium ownership and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal as may be necessary or convenient in the administration of said condominium; and further, to foster a fine residential community throughout the area of the development.

ARTICLE III

Powers

The Association shall have the following powers:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida which are not in conflict with the terms of these articles.
2. The Association shall have all of the powers and duties set forth in the Florida Condominium Act except as limited by these Articles and any attendant declarations of condominium, and all of the powers and duties reasonably necessary to implement and effectuate the purposes of the Association, as hereinabove set forth, including but not limited to the following:
 - (a) To make, establish and enforce reasonable rules and regulations governing the use of condominium units, common elements and condominium property as said terms may be defined in the Declaration of Condominium to be recorded.
 - (b) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the condominium and the Association.
 - (c) To use the proceeds of assessments in the exercise of its powers and duties.
 - (d) To undertake the maintenance, repair, replacement and operation of the condominium and the condominium properties or property leased by the Association for the benefit of its members.
 - (e) To purchase insurance upon the condominium properties and insurance for the protection of the Association and its members.
 - (f) To reconstruct the condominium improvements after casualty and construct further improvements of the condominium properties.
 - (g) To make reasonable rules and regulations respecting the use of the condominium properties.
 - (h) To approve or disapprove the leasing and transfer of ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.

(i) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation and the By-Laws of the Association, and the rules and regulations for the use of the properties in the condominium.

(j) To acquire and/or to sell and to enter into any agreements whereby it acquires and/or sells any interest in real or personal property, whether by fee or otherwise, whether or not contiguous to the land of the condominium, all to be for the use or benefit of the members of the Association.

3. All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held in the trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

4. The Association shall make no distribution of income to its members, directors or officers.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

Members

1. The members of the Association shall consist of all the record owners of Units in the building of the condominium comprising BARWOOD CONDOMINIUM III, A CONDOMINIUM.

2. Transfer of membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of an Approval of Transfer executed by the BARWOOD CONDOMINIUM III ASSOCIATION, INC., and of a condominium deed or other instrument establishing a record title to a Unit in the condominium and the delivery to the Association of the certified copy of such instrument; the owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

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

4. The members of the Association, singly or collectively, shall be entitled to only one vote for each unit owned by them. The exact manner of exercising voting rights when there are two or more owners of one unit shall be determined by the By-Laws of the Association.

ARTICLE V

Directors

1. The affairs of the Association will be managed by a Board consisting of the number of Directors as shall be determined by the By-Laws of the Association, but shall be not less than three (3) in number. In the absence of a determination as to the number of members, the Board of Directors shall consist of three (3) directors.

2. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The first election of Directors by the members of the Association shall be held pursuant to the provisions of the Condominium Act (specifically Florida Statutes, Chapter 718.301), or when the Developer shall voluntarily call an election, whichever shall first occur.

4. The Directors herein named shall serve until the first election of Directors by Association members, and any vacancies in their number occurring before the first election shall be filled by remaining Directors.

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

Name

George H. Sparling	9740 S.W. 18th Street Boca Raton, Florida 33432
John B. Sparling	55 S.W. 2nd Avenue Boca Raton, Florida 33432
Barbara M. Sparling	9740 S.W. 18th Street Boca Raton, Florida 33432

ARTICLE VI

Officers

The affairs of the Association shall initially be administered by the officers named in these Articles of Incorporation. After the Developer has relinquished control of the Board of Directors, the officers shall be elected by the Board of Directors at its first meeting, following the annual meeting of the members of the Association; which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers

who shall serve until their successors are designated by the Board of Directors elected by the membership of the Association are as follows:

<u>NAME and ADDRESS</u>	<u>OFFICE</u>
George H. Sparling 9740 S.W. 18th Street Boca Raton, Florida 33432	President
Barbara M. Sparling 9740 S. W. 18th Street Boca Raton, Florida 33432	Secretary
John B. Sparling 55 S.W. 2nd Avenue Boca Raton, Florida 33432	Treasurer

ARTICLE VII

Indemnification

Every Director, and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interest of the Association.

The foregoing right of indemnification shall be in addition to, and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VIII

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX

Amendments to these Articles of Incorporation shall be proposed

and adopted in the following manner:

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

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one or more members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Association at or prior to the meeting.

(a) Such approval must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) By not less than 80% of the votes of the entire membership of the Association.

3. No amendment shall make any changes in the qualification for membership or in voting rights of members, or any change in Paragraphs 3 and/or 4 of Article III hereof without approval in writing by all members.

4. A copy of each amendment to the Articles of Incorporation as approved shall be accepted and certified by the Secretary of State and recorded in the public records of Palm Beach County, Florida.

ARTICLE X

Term

This Association shall have perpetual existence.

ARTICLE XI

Developer

Wherever referred to herein, the term "Developer" shall mean BARWOOD DEVELOPMENT CORPORATION, a Florida Corporation, its successors or assigns.

ARTICLE XII

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
George H. Sparling	9740 S. W. 18th Street Boca Raton, Florida 33432
Barbara M. Sparling	9740 S. W. 18th Street Boca Raton, Florida 33432
John W. Neuman	9740 SW 18th Street Boca Raton, FL 33432

ARTICLE XIII

Registered Agent

The initial registered agent of the Association shall be GEORGE H. SPARLING, whose address is 23277 Barwood Lane North, Boca Raton, Florida 33432.

ARTICLE XIV

Registered Address

The initial street address of the registered Office of this Corporation in the State of Florida is 23277 Barwood Lane North, Boca Raton, Florida, 33432.

ARTICLE XV

Agent of Service of Process

This corporation desiring to organize under the laws of the State of Florida with its principal office as indicated in these Articles of Incorporation at the City of Boca Raton, Palm Beach County, Florida, has named GEORGE H. SPARLING, 23277 Barwood Lane North, Boca Raton, Florida, as its agent of service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this Article, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office.

BY: _____

GEORGE H. SPARLING
Agent for Service of Process

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on this 8th day of December, 1977.

George H. Sparling
GEORGE H. SPARLING

Barbara M. Sparling
BARBARA M. SPARLING

John W. Neuman
JOHN W. NEUMAN

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements in the State of Florida on this day personally appeared George H. Sparling, Barbara M. Sparling, and John W. Neuman, being all the subscribers of the Articles of Incorporation of the foregoing Association, who, after being duly sworn by me, upon their oaths, stated that they have executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal at Boca Raton, in said County and State on this 8th day of December, 1977.

Barbara M. Neuman
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 20 1981
SCOTT THOMAS GENERAL INS. UNDERWRITERS

This is not a certified copy

EXHIBIT D

BY-LAWS OF THE
BARWOOD CONDOMINIUM III, ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM

FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

This is not a contract

BY-LAWS
OF
BARWOOD CONDOMINIUM III ASSOCIATION, INC.

A corporation not for profit under
the laws of the State of Florida

1. IDENTITY. These are the By-Laws of BARWOOD CONDOMINIUM III ASSOCIATION, INC., of Boca Raton, herein called the Association, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering the operation and management of the condominium to be established in accordance with the Condominium Act of the State of Florida, and pursuant to the development plans set forth in the Declaration of Condominium upon the property, as it is described upon Exhibit B attached to said declaration, which entire area comprises and shall hereinafter be referred to as BARWOOD CONDOMINIUM III, A CONDOMINIUM.

1.1 The office of the Association shall be at 23279 Barwood Lane North, Boca Raton, Florida or at such other place or places as the Board of Directors may determine from time to time.

1.2 The fiscal year shall be the calendar year.

1.3 The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "corporation not for profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

2. MEMBERSHIP AND MEMBERS' MEETINGS.

2.1 Qualification. The members of the Association shall consist of all of the record owners of units in BARWOOD CONDOMINIUM III, A CONDOMINIUM, and such membership shall become effective immediately upon a party becoming a record title owner of a unit in the condominium.

2.2 Change of Membership. After receiving approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, an approval of transfer and a deed or other instrument establishing a record title to a unit of

THIS
COPIED
2025

BARWOOD CONDOMINIUM III A CONDOMINIUM, and delivery to the Association of a certified copy of each instrument, the grantee in such instrument thereby immediately becoming a member of the association in the place and stead of the prior owner. The membership of a prior owner shall thereby be terminated.

2.3 The annual members' meeting shall be held at the office of the corporation at 10:00 a.m. Eastern Standard Time, on the first Tuesday in February of each year for the purpose of electing directors and transacting any other business.

2.4 Special members' meeting shall be held at the office of the corporation whenever called by the President or Vice President or by the majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of meeting.

2.5 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time and place and object for which the meeting is called, and shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to such meeting. Such notice shall be given to each member not less than fourteen (14) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

2.6 A Quorum at members' meetings shall consist of the presence in person or by proxy of a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

2.7 Voting

1. In any meeting of members, the owners of units shall be entitled to cast one vote for each unit so owned.

2.8 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof, provided, however, that no one person shall be designated to hold more than five (5) proxies.

2.10 At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman.

1. Determination of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of election.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

3. DIRECTORS.

3.1 Membership. The affairs of the Association shall be managed by a board of a number of directors to be determined as follows:

1. Not less than three (3) nor more than five (5) directors initially, which number shall remain the same until the Developer relinquishes control as hereinafter provided for and the first election for members of the board is held.

2. Not less than three (3) nor more than nine (9) to be elected at the first election of directors.

3. The number of directors shall remain at five (5) unless said number shall be changed by a vote of the Association membership at a meeting to be held at least six (6) months prior to the time for the election of the Board of Directors.

3.2 Election of directors shall be conducted in the following manner:

1. Election of directors shall be held at the annual members' meeting.

2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving or to serve as may be adjusted by a vote of the membership as hereinabove provided for. Other nominations may be made from the floor.

3. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

5. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

6. Provided, however, that until the Developer terminates its control of the Association pursuant to the Condominium Act, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies. If there are no remaining directors, the vacancies shall be filled by the Developer.

3.3 The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days after their election at such place and time as shall be fixed by the directors at the meeting at which they were elected and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.65 Meetings of the Board of Directors shall be open to all unit owners and notices of all meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners, except in an emergency.

3.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at directors' meetings 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 where approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

3.9 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such a director for the purpose of determining a quorum.

3.11 The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to serve in said capacity.

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3.12 The order of business at directors' meetings shall be:

1. Call of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

3.13 Directors' fees, if any, shall be determined by the members.

4. Powers and duties of the Board of Directors.

4.1 All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required. Such powers and duties of the directors shall include, but shall not be limited to the following, subject, however, to the provisions of the Declaration of Condominium, the Articles of Incorporation and these By-Laws:

1. To purchase insurance upon the condominium properties and insurance for the protection of the Association and its members.
2. To contract for management of the Condominium and to delegate to the contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval by the Board of Directors or the members of the Association.
3. To acquire and enter into agreement whereby it acquires leaseholds, memberships, and other possessory or use interests in lands, or facilities whether or not contiguous to the lands of the condominium intended to provide for the enjoyment, recreation or other use and benefit of the unit owners, and to declare expenses in connection therewith to be common expenses.
4. To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate private units.
5. To enforce by legal means, the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing use of the condominium properties.
6. To approve or disapprove proposed purchasers and lessees of units in the manner specified in the Declaration of Condominium.

4.2 The Board of Directors shall adopt such rules and regulations relative to the condominium as they shall deem

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necessary and proper from time to time; provided, however, that the Developer reserves the right to establish such rules and regulations until such time as the Developer terminates its control over the Association.

4.3 The undertakings, leases and contracts authorized by the initial board shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first Board of Directors, duly elected by the membership after the Developer has relinquished control of the Association, notwithstanding the fact that members of the initial Board of Directors may be directors or officers of, or otherwise associated with the Developer, or other entities doing business with the Association.

5. OFFICERS.

5.1 The executive officers of the Corporation 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, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Vice President shall in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

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5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by the members shall not preclude the Board of Directors from employing a director as an employee of the Association, nor preclude the contracting with a director for the management of the condominium.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts which shall include but not be limited to the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

1. Current Expenses, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for replacement which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds which may be used for capital expenditures for additional improvements of additional personal property.

5. The Board of Directors, upon a two-thirds vote of its membership shall have the authority during a budget year, to transfer funds which, in its discretion if it deems necessary to hold for the purposes of a particular account, to and for the use of another purpose in another account.

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6.2 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for account and reserves including but not limited to the following, according to good accounting practices:

1. Current expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year, or to fund reserves.

2. Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements, the amount for which shall not exceed Five Thousand (\$5,000.00) Dollars; provided, however, that in the expenditure of this fund no sum in excess of Two Thousand (\$2,000.00) Dollars shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association, in the manner required by the Declaration of Condominium. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by condominium parcel owners entitled to cast no less than seventy-five (75%) percent of the votes of the entire membership of the Association.

5. It is further provided, that the Developer shall guarantee the budget until December 31st, 1978, and therefore, the Developer and the condominium parcels owned by it shall not be subject to assessment as provided for in the Declaration of Condominium, but instead shall be assessed and pay to the Association in lieu thereof, a sum equal to the actual amount of the operating expenditures for each calendar year, less an amount equal to the total assessments made by the Association against owners of condominium parcels (excluding those condominium parcels owned by the Developer). During the above period no provision shall be made for betterment or reserves. The Developer reserves the right, but shall not be obligated, to renew the budget guarantee on an annual basis, so long as the Developer is in control of the Association.

6. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1st, preceding the year for which the budget is made. The copy of

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the budget and proposed assessments shall be mailed to each unit owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget, and assessments levied pursuant thereto; and, nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in its sole discretion, to levy an additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay cost and expenses of operation and management, or in the event of emergencies.

7. The provisions of the Condominium Act applicable to revision of the budget and/or recall of the Board of Directors are hereby incorporated by reference, together with all mandatory amendments to said provisions. The revision of the budget or recall of any or all members of the Board of Directors shall require a vote of sixty (60) percent of the whole number of votes of all unit owners.

6.3 Assessments for Common Expenses. Assessments against the condominium parcel owners for their share of the common expense shall be made for the calendar year annually in advance on or before December 20th, preceding the year for which the assessments are made. Such assessments shall be due in four (4) equal quarterly installments, on the first day of January, and on the first day of each quarter thereafter of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore, may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal quarterly installments for the full quarter remaining in the assessment year.

6.4 Assessments for charges. Charges or special assessments by the Association, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

6.5 Acceleration of assessment installments upon default. If a condominium parcel owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon

notice thereof to the condominium parcel owner, and thereupon the unpaid balance of the assessments shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the condominium owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after thirty (30) days notice to the apartment owners concerned and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.7 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.8 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year which the audit is made.

6.9 Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.10 The termination of membership in the condominium shall not relieve or release any such former owner or a member from a liability or obligation incurred under or in any way connected with the condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

7. RULES AND REGULATIONS.

7.1 As to common elements and limited common elements. The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements and limited common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall, from time to time, post in a conspicuous place on the condominium properties a copy of the rules and regulations adopted from time to time by the Board of Directors. The initial rules and regulations shall be as set forth upon Exhibit E to the Declaration of Condominium.

7.2 As to Condominium Units. The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit (s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

8. REGISTERS

8.1 The Secretary of the Association shall maintain a register in the corporation office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely upon the last given address of each of the members.

8.2 Any application for the transfer of a membership or for a conveyance of interest in a condominium parcel or a lease of condominium parcel shall be accompanied by an application fee in the amount of Fifty (\$50.00) Dollars to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred by the Board of Directors. The Board of Directors shall have the right to increase or decrease the application fee, consistent with the provisions of Chapter 718, Florida Statutes.

8.3 The Association shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to notify the Association in writing of the pledge or mortgage. In the event notice of default is given any member, under an application provision of the By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

9. AMENDMENTS TO THE BY-LAWS.

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

9.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either:

1. Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or

2. By not less than eighty (80%) percent of the votes of the entire membership of the Association.

9.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Palm Beach County, Florida.

9.4 Developer. Notwithstanding the foregoing provisions of these Articles, no amendment to these By-Laws may be adopted or become effective prior to the relinquishment of control of the Association by the Developer without the prior written consent of the Developer.

10. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.

11. It is anticipated that the taxing authorities in taxing for real property taxes shall tax each condominium unit on a separate and distinct basis by forwarding a separate bill to each individual condominium parcel owner for his separate unit. In the event the taxing authorities do not tax individually upon each unit and one tax bill is levied, then and in such event, the Association shall divide the tax bill as a common expense for said condominium and same shall be paid by the individual condominium parcel owner of the condominium in percentage to his ownership in the common elements as stated in the subject Declaration of Condominium.

11.1 Whenever the masculine singular form of the person is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

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

11.3 If any irreconcilable conflicts should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration shall prevail.

11.4 Corporation and Association are used synonymously, and condominium parcel and unit are used synonymously herein.

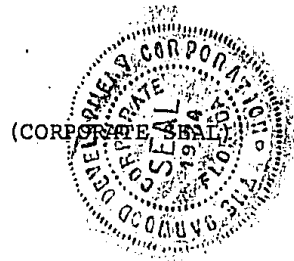
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The foregoing was adopted as the By-Laws of BARWOOD
CONDOMINIUM III ASSOCIATION, INC., a corporation not for profit
under the laws of the State of Florida, at the first meeting of
the Board of Directors, on the 20th day of December,
1977.

Barbara M. Sparling
BARBARA M. SPARLING
Secretary

Approved:

George H. Sparling
George H. Sparling
President



This is a Certified Copy

EXHIBIT ONE

BARWOOD CONDOMINIUM III, A CONDOMINIUM
Approval of Transfer

Pursuant to the provisions of the Declaration of Condominium of BARWOOD CONDOMINIUM III, A CONDOMINIUM, the BARWOOD CONDOMINIUM III ASSOCIATION, INC., by and through its Board of Directors, has approved and does by these presents approve the transfer of that certain condominium parcel described as Unit No. , and Limited Common Element (Parking Space) No. .

FROM: _____

TO: _____

IN WITNESS WHEREOF, the Association has caused these presents to be executed this ____ day of _____, 1977.

Signed, sealed and delivered in the presence of:

President

Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF) ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared and , well known to me to be the and , respectively, of the Association named in the foregoing instrument, and who acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Association.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, A.D., 197 .

NOTARY PUBLIC

My Commission Expires:

This is not a certified copy

EXHIBIT E

RULES AND REGULATIONS

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

BARWOOD CONDOMINIUM III ASSOCIATION, INC.
OF BOCA RATON

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall be deemed in effect until amended by the Board of Directors of the Condominium Association and shall apply to and be binding upon all unit owners. The unit owners 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, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other unit owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the By-Laws of the Condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Directors may, from time to time, adopt and amend previously adopted Rules and Regulations governing the details of the operation, use maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. Any waivers, consents or approval given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

- A. Violations should be reported to the Manager of BARWOOD CONDOMINIUM III in writing or to an individual named by the Board and not to the Board of Directors or to Officers of the Association.
- B. Violations will be called to the attention of the violating owner by the Manager of BARWOOD CONDOMINIUM III and he will also notify the appropriate committee of the Board of Directors.

- This is a copy of the original document.
- C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

2. FACILITIES:

The facilities of the condominium are for the exclusive use of the Association members, lessees, resident house guests, and guest accompanied by a member. No guest or relative of any member or lessee other than a house guest or relative actually in residence shall be permitted to use the recreational facilities unless accompanied by a resident member or the family of such owner or lessee. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the owner.

3. NOISE:

In order to insure your own comfort and that of your neighbors, radio, hi-fi, and television sets should be turned down to minimum volume between the hours of 11:00 P.M. and 8:00 A.M. All other unnecessary noises such as bidding good night to departing guests, and slamming car doors between these hours should be avoided. Your neighbors will appreciate this.

4. PETS:

No bird, reptile or animal shall be kept or harbored in the condominium unless the same in each instance be expressly permitted in writing by the Association, which permission may be conditioned on such terms as the Association in its sole discretion deems to be in the best interest of the condominium as a whole. Such permission in one instance shall not be deemed approval in any other instance; and any such permission may be revoked at any time in the sole discretion of the Association. In no event shall dogs be permitted in any of the public portions of the condominium unless carried. The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the development.

- A. No animals owned by members, shall be allowed to commit a nuisance in any public portion of the condominium building or grounds, except in areas specifically designated by the Association.
- B. An authorization in writing to keep pets will expire when a member's pet dies or is disposed of.
- C. Pets shall include all types of animals, such as dogs, cats, parrots, frogs, reptiles, turtles, etc.
- D. All pets should be carried in the arms of the owner. If this is not physically possible, they should be restrained and kept on a leash.

THIS IS A COPY OF THE ORIGINAL DOCUMENT
E. Lessees, resident house guests or visitors may not at any time have a dog or any other pet at the condominium.

5. OBSTRUCTIONS:

Sidewalks, entrances, driveways, passages, patios, courts, elevators, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. No sign, notice or advertisements shall be inscribed or exposed on or at any window or other part of the condominium except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the condominium without similar approval. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the condominium or the roof thereon.

6. CHILDREN:

Reasonable supervision must be exercised when children are playing on the grounds. Children under fifteen (15) years of age are not permitted as residents.

7. DESTRUCTION OF PROPERTY:

Neither members, their dependents, nor guests shall mark, mar, damage, destroy, deface, or engrave any part of the building. Members shall be responsible for any such damage.

8. EXTERIOR APPEARANCE:

The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated, or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. Balcony floors may be painted any color desired or covered with carpeting, otherwise, standard exterior colors shall not be altered.

9. CLEANLINESS:

All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All disposal shall be used in accordance with instructions given to the owner by the Association.

10. BALCONIES:

Plants, pots, receptacles, and other movable objects must not be kept, placed or maintained on ledges of balconies or terraces. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs, or mops shall be hung up or shaken from

This is a copy of the original document. The original document is located in the file named "CONDOMINIUM DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" in the "CONDOMINIUM" folder.

windows, doors, and balconies or terraces. Members shall remove all loose objects or movable objects from the balconies during the hurricane season. Do not throw cigars, cigarettes or any other object from your balcony. Members shall not allow anything to be thrown, or to fall from windows, doors, balcony or terrace. No sweeping or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balcony or to the interior of building from hall doors.

11. INGRESS AND EGRESS:

No member shall allow exterior doors to remain open for any purpose other than for immediate ingress and egress.

12. DOOR LOCKS:

Members must abide by Paragraph 13.5, RIGHT OF ENTRY INTO PRIVATE DWELLINGS IN EMERGENCIES, of the Declaration of Condominium which reads as follows:

In case of any emergency originating in or threatening any Dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent or Managing Agent, shall have the right to enter such Dwelling for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each Dwelling if required by the Association, shall deposit under the control of the Association a key to such Dwelling.

13. ATTIRE:

Members, their families, and guests shall not use the common elements or clubhouse except in appropriate attire.

14. PLUMBING:

Water closets and other plumbing shall not be used for any other purpose than those for which they are constructed, and no sweeping, rubbish, rags, or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse shall be borne by the member.

15. ROOF:

Members are not permitted on the roof for any purpose.

16. SOLICITATION:

There shall be no solicitation by any person anywhere in the condominium for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.

17. STAFF PERSONNEL:

The Staff have assigned duties and therefore, cannot provide valet parking, dog walking or sitting, handling groceries or similar personal services. They have been instructed to carry out their duties in an orderly manner. All other requests for service by the Staff must be approved by the Manager. It is asked that the Manager be notified when a unit is left unoccupied for more than a day or two.

18. SWIMMING POOL:

Members and their guests using the swimming pool do so at their own risk. Members and their guests are requested to obey the posted swimming pool rules. Children under fifteen (15) years may use the pool and facilities of the recreation area only during the hours as established by the Board of Directors and must be accompanied and supervised by a responsible adult resident.

- A. Swimming in the pool is permitted between the hours of 8:00 a.m. and 9:00 p.m. Since the pool is not guarded, persons using this facility must do so at their own risk. Persons using these facilities must be appropriately attired.

The following are basic rules for persons using the pool:

1. Shower thoroughly each and every time before entering the pool.
2. Restraining pool safety cables should be kept in place and are not to be used as swings or as a diving aid.
3. Pneumatic floats or other items of a similar nature, except swimming aids, are not permitted in the pool.
4. Pets are forbidden in the general pool area.
5. Running in the general pool area is not permitted.
6. Beverage or food is not to be consumed poolside or in any other common area except as designated by the Board of Directors.
7. If suntan oil is used, make certain that a beach towel is used to cover patio furniture.

19. PARKING:

No vehicle, boat trailer, house trailer, or camper which

20. FOOD AND BEVERAGE:

21. COMMON FACILITIES:

22. HURRICANE PREPARATIONS:

B. Designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage and furnish the Manager with the name of such firm or individual. The designated firm or individual shall contact the Manager for permission to install or to remove hurricane shutters.

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BEACH REC

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should have such guests check in at the office upon arrival in order that service can be extended to them in the way of telephone calls coming into the office, incoming mail or any emergency which might arise. Guests will be given copies of rules and regulations and the owners will be responsible for the compliance of such rules.

24. LEASING OR RESALE:

The "Declaration of Condominium" for BARWOOD CONDOMINIUM III ASSOCIATION, INC., which is filed of record in Palm Beach County, specified how leasing or sale of condominium units shall be handled, including the following:

- A. No owner of a dwelling shall lease or sell his condominium unit to anyone without first giving notice in writing by registered or certified mail to the Board of Directors, or by personal delivery to the Secretary or the President of the Association.
- B. The letter notifying the Association of an owners desire to lease or sell his dwelling must state the name, address and employment or occupation of the prospective lessee or purchaser. A copy of the bona fide offer to lease or sell the dwelling must also be submitted.
- C. The application forms required by the Association for the use of its facilities shall be completely filled in and signed by the prospective lessee or purchaser. The application must be accompanied by a non-refundable administrative fee of Fifty (\$50.00) Dollars to cover the Association administration expenses.
- D. The Association shall have thirty (30) days from receipt of the information requested to decide whether it will exercise its option of first refusal and will so notify the dwelling owner in writing.
- E. The lease or sales contract must contain a covenant stating that the lessee or purchaser shall comply with all present and future Rules and Regulations of the Association.
- G. Sub-leasing by lessee is not permitted, except when the Association is the lessee.
- H. No condominium unit may be leased for a period of less than four (4) months and is restricted to three (3) leases per calendar year.

Leasing shall be restricted to adults only, with a limit of two (2) people for each bedroom in the condominium unit.

- J. Lessees or purchasers are not permitted to bring a pet of any kind into the condominium without approval pursuant to the provisions of Paragraph Four (4) of these Rules and Regulations.

The foregoing rules and regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to the Resident Manager who will call the matter to the attention of the violating owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.

By the order of the Board of
Directors of BARWOOD CONDOMINIUM
III ASSOCIATION, INC.

GEORGE H. SPARLING
President

BARBARA M. SPARLING
Secretary

JOHN B. SPARLING
Treasurer

George H. Sparling
Barbara M. Sparling
John B. Sparling

This is not a certified copy

EXHIBIT F

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENT AND MAINTENANCE

BARWOOD CONDOMINIUM III, A CONDOMINIUM

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENT AND MAINTENANCE
OF BARWOOD CONDOMINIUM III

This Declaration of Covenants and Restrictions for Improvement and Maintenance (hereinafter the Declaration), made this 9th day of December, 1977, by BARWOOD DEVELOPMENT CORPORATION, a Florida Corporation (hereinafter referred to as Developer), declares that the real property described in Exhibit B, to the Declaration of Condominium of Barwood Condominium III, attached hereto and made a part hereof, which is owned by BARWOOD DEVELOPMENT CORPORATION, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, assessments, liens hereinafter set forth, and the provisions not in conflict with this Declaration contained in any Declaration of Condominium, hereinafter recorded submitting all or any portion of the lands described in said Exhibit B to the condominium form of ownership.

ARTICLE I

Definitions

1. The terms used in this Declaration shall have the meaning as follows or as stated in Florida Statute Chapter 718, the Condominium Act, unless the context otherwise requires:

(a) Association shall mean and refer to the Barwood Condominium Improvement Association, Inc., a Florida corporation not for profit, the By-Laws and Articles of Incorporation of which are attached to the Declaration of Condominium of Barwood Condominium III, a condominium hereto as Exhibit H and Exhibit I, for Maintenance and Improvement of which the Certificate of Incorporation and By-Laws of the Association make reference.

(b) Member. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles and By-Laws whether or not that person participates in the Association as a member.

(c) Unit Owner means the owner of a condominium parcel. The words apartment owner are synonymous with the words unit owner as defined herein.

(d) Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, or other mortgagee which shall be acceptable to the Association.

ARTICLE II

Property Subject to This Declaration

1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida and is described in Exhibit B to the Declaration of Condominium of Barwood Condominium III, a condominium, which Exhibit is, additionally, attached hereto.

2. It is contemplated that a declaration similar to this Declaration will be recorded on other real property within the general locality, and the additional real property made subject to such restrictions shall assume the same rights and obligations as contained herein.

ARTICLE III

Property Rights

1. Certain real property may be conveyed to the Association from time to time which would be for the use and benefit of all the members of Barwood Condominium Improvement Association, Inc.

2. Each member shall have a right of easement and enjoyment in and to any real property conveyed to the Association and such shall be appurtenant to and pass with title to each condominium parcel, subject to the following:

(a) the right of the Association (in accordance with its Articles and By-Laws), to borrow money for the purpose of improving such real property and in aid thereof to mortgage said properties;

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) the right of the Association to dedicate or transfer all or any part of such real property to any public agency, authority or utility;

(d) all provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association;

(e) rules and regulations governing use and enjoyment of the real property of the Association adopted by the Association.

ARTICLE IV

Maintenance Association

1. The Developer has caused to be incorporated pursuant to

Chapter 608, Florida Statutes, a corporation not for profit known as Barwood Condominium Improvements Association, Inc. in accordance with the Articles of Incorporation.

2. Membership. Every person or entity who is a record fee simple owner of a condominium parcel shall be members of the Association, provided that such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

3. Voting. Members shall have such voting rights as are set out in the Articles of Incorporation of the Association.

ARTICLE V

Covenants for Improvements and Maintenance Assessments

1. Barwood Development Corporation, for itself, and for each condominium parcel which it owns within the real property described in aforesaid Exhibit B, hereby covenants, and each unit owner (by acceptance of a deed, whether or not it shall be so expressed in such deed or other form of conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (a) any annual assessments or charges; and (b) any special assessments for capital improvements or major repair. Each assessment shall be a personal obligation of the unit owner and shall be a lien against the condominium parcel.

2. The assessments levied and collected by the Association shall be used for the purpose of promoting the recreation and social welfare of the unit owners and condominium associations within the area described in Exhibit D to this Declaration of Covenants and Declarations.

3. The annual assessment which shall be payable in monthly installments and all special assessments shall be fixed and established by the Board of Directors in accordance with the projected budget, or special financial needs of the Association.

4. The monthly installments of the annual assessment shall commence on a date fixed by the Board of Directors. The due date of any annual or special assessment shall be established in the Board of Directors' resolution authorizing such assessment.

5. The Board of Directors of the Association shall fix the date of commencement and the amount of each assessment against each unit owner at least thirty (30) days in advance of such due date or period, and shall maintain an Association Lien Book listing the assessments and the properties so assessed, which shall be available for inspection by any member of the Association during normal business

hours. Written notice of each assessment shall be sent to every member subject to the assessment within ten (10) days of the resolution fixing the assessment. The Association shall upon demand at any time furnish to any unit owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon become a continuing lien on the property which shall bind such property in the hands of the then unit owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the unit owner against whom the assessment is levied. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional mortgage or mortgage now or hereafter placed upon a condominium parcel subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such condominium parcel pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any condominium parcel from liability for any assessments thereafter becoming due, nor for the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

If a special assessment or a monthly installment of annual assessment is not paid within ten (10) days after the delinquency date, the unpaid assessments shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the unit owner, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

ARTICLE VI

Miscellaneous

1. Duration. The Covenants and Restrictions in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the unit owner of any condominium parcel subject to this Declaration, their respective legal

representatives, heirs, successors and assigns; provided, however, that the same may be changed by the vote of the members of three-fourth (3/4) of the units agreeing to amend, modify or terminate said Covenants and Restrictitons in whole or in part.

2. Notices. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when mailed post-paid to the last known address of the persons who appears as a member or unit owner on the records of the Association at the time of such mailing.

3. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

4. Amendment. This Declaration may be amended at any time and from time to time upon the vote of members holding not less than three-fourths (3/4) of the voting interest of the membership, provided that so long as Barwood Development Corporation holds title to any real property affected by this Declaration, Barwood Development Corporation's consent must be obtained in writing. Any such amendment shall be evidenced by an instrument executed by the proper officers of the Association and recorded in the Public Records of Palm Beach County, Florida.

5. Effective Date. This Declaration shall become effective upon recordation in the Public Records of Palm Beach County, Florida.

Executed as of the date first above written.

BARWOOD DEVELOPMENT CORPORATION

By: George H. Sparling
GEORGE H. SPARLING, Pres.

Attest: Barbara M. Sparling
BARBARA M. SPARLING, Sec.

STATE OF FLORIDA)
 : ss
COUNTY OF PALM BEACH)

On this day personally appeared before me, the undersigned authority GEORGE H. SPARLING and BARBARA M. SPARLING, as President and Secretary, respectively, of Barwood Development Corproation, a Florida corporation, and they acknowledged before me that they

executed the foregoing Declaration of Covenants and Restrictions as such officers of said corporation and they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Boca Raton, Florida in said County and State as aforesaid, this 12th day of December, 1977.

NO. 1011 3D
MY COM. EXPIRES
BONDED 10/10/77
JAN 20 1981
UNDERWRITERS

Barbara J. Norrman
NOTARY PUBLIC

Signed, sealed and delivered
in the presence of:

Boca Raton Federal Savings
& Loan Association of Boca
Raton, Florida

By: [Signature]

Attest: [Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

PERSONALLY APPEARED before me, the undersigned authority,
Arthur G. Martell as Vice President
of the Boca Raton Federal Savings & Loan Association of Boca
Raton, Florida, who after first being duly sworn, deposes and
says that he executed the foregoing Joinder of Mortgage for
the uses and purposes therein expressed as such officer.

WITNESS my hand and official seal in the aforesaid County
and State, this 9th day of December, 1977.

NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPTEMBER 1981
BONDED 10/10/77

EXHIBIT G

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENT AND MAINTENANCE
RECREATION FACILITIES, BARWOOD CONDOMINIUM III

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM I, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENT AND MAINTENANCE

This Declaration of Covenants and Restrictions for Improvement and Maintenance (hereinafter the Declaration), made this 30th day of December 1978, by BARWOOD DEVELOPMENT CORPORATION, a Florida corporation (hereinafter referred to as Developer), declares that the real property described in Exhibit 1, attached hereto and made a part hereof, which is owned by BARWOOD DEVELOPMENT CORPORATION, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, assessments, and liens hereinafter set forth, and the provisions not in conflict with this Declaration contained in any Declaration of Condominium, hereinafter recorded submitting all or any portion of the lands described in Exhibit 2 to the condominium form of ownership.

ARTICLE I

Definitions

1. The terms used in this Declaration shall have the meaning as follows or as stated in Florida Statute 711, as amended, the Condominium Act, unless the context otherwise requires.

(a) Association shall mean and refer to the Barwood Condominium Improvement Association, Inc., a Florida corporation not for profit, the By-Laws, and Articles of Incorporation of which are attached hereto as Exhibit H and I, respectively.

(b) Member. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles of Incorporation and By-Laws whether or not that person participates in the Association as a member.

(c) Unit Owner means the owner of a condominium parcel. The words "apartment owner" are synonymous with the words "unit owner" as defined herein.

(d) Institutional Mortgage is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, or other mortgagee which shall be acceptable to the Association.

ARTICLE II

Property Subject to This Declaration

1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and is described in Exhibit 1, attached hereto.

ARTICLE III

Property Rights

1. Certain real property may be conveyed to the Association from time to time which would be for the use and benefit of all the members of Barwood Condominium Improvement Association, Inc.

2. Each member shall have a right of easement and enjoyment in and to any real property conveyed to the Association and such shall be appurtenant to and pass with title to each condominium parcel, subject to the following:

(a) The right of the Association (in accordance with its Articles and By-Laws), to borrow money for the purpose of improving such real property and in aid thereof to mortgage said properties;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) The right of the Association to dedicate or transfer all or any part of such real property to any public agency, authority or utility;

(d) All provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association; and

(e) Rules and regulations governing use and enjoyment of the real property of the Association adopted by the Association.

ARTICLE IV

Maintenance Association

1. The Developer has caused to be incorporated pursuant to Chapter 617, Florida Statutes, a corporation not for profit, known as Barwood Condominium Improvement Association, Inc., in accordance with the Articles of Incorporation..

2. Membership. Every person or entity who is a record fee simple owner of a condominium parcel in the real property identified pursuant to attached Exhibit 2, shall be members of the Association provided that such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

3. Voting. Members shall have such voting rights as are set out in the Articles of Incorporation of the Association.

This is a copy of the original document.

ARTICLE V

Covenants for Improvements and Maintenance Assessments

1. Barwood Development Corporation, for itself, and for each condominium parcel which it owns within the real property described in Exhibit 2 hereby covenants, and each unit owner (by acceptance of a deed, whether or not it shall be so expressed in such deed or other form of conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (a) any annual assessments or charges; and (b) any special assessments for capital improvements or major repair. Each assessment shall be a personal obligation of the unit owner and shall also be a lien against the condominium parcel.
2. The assessments levied and collected by the Association shall be used for the purpose of promoting the recreation and social welfare of the unit owners and condominium associations within the area described in Exhibit 2.
3. The annual assessment which shall be payable in monthly installments and all special assessments shall be fixed and established by the Board of Directors in accordance with the projected budget, or special financial needs of the Association.
4. The monthly installments of the annual assessment shall commence on a date fixed by the Board of Directors. The due date of any annual or special assessment shall be established in the Board of Directors resolution authorizing such assessment.
5. The Board of Directors of the Association shall fix the date of commencement and the amount of each assessment against each unit owner at least thirty (30) days in advance of such due date or period, and shall maintain an Association Lien Book listing the assessments and the properties so assessed, which shall be available for inspection by any member of the Association during normal business hours. Written notice of each assessment shall be sent to every member subject to the assessment within ten (10) days of the resolution fixing the assessment. The Association shall upon demand at any time furnish to any unit owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
6. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then unit owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the unit owner against whom the assessment

is levied. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional mortgage or mortgages now or hereafter placed upon a condominium parcel subject to assessment; provided, however, that such subordination apply only to the assessments which have become due and payable prior to a sale or transfer of such condominium parcel pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any condominium parcel from liability for any assessments thereafter becoming due, nor for the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

If a special assessment or a monthly installment of annual assessment is not paid within ten (10) days after the delinquency date the unpaid assessments shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the unit owner, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fee to be fixed by the court together with the costs of the action.

ARTICLE VI

Miscellaneous

1. Duration. The Covenants and Restrictions in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the unit owner of any condominium parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns, provided, however, that the same may be changed by the vote of the members of three-fourths of the units agreeing to amend, modify or terminate said covenants and restrictions in whole or in part.

2. Notices. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when mailed post-paid to the last known address of the persons who appear as a member or unit owner on the records of the Association at the time of such mailing.

3. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

4. Amendment. This Declaration may be amended at any time and from time to time upon the vote of members holding not less than three-fourths of the voting interest of the membership, provided that so long as Barwood Development Corporation hold title to any real property affected by this Declaration, Barwood Development Corporation's consent must be obtained in writing. Any such amendment shall be evidenced by an instrument executed by the proper

This is
officers of the Association and recorded in the Public Records of
Palm Beach County, Florida.

5. Effective Date This Declaration shall become effective
upon recordation in the Public Records of Palm Beach County,
Florida.

Executed as of the date first above written.

BARWOOD DEVELOPMENT CORPORATION
By George H. Sparling
GEORGE H. SPARLING, President

ATTEST: Barbara M. Sparling
BARBARA M. SPARLING, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this day personally appeared before me, the undersigned
authority, GEORGE H. SPARLING and BARBARA M. SPARLING, as President
and Secretary, respectively, of Barwood Development Corporation,
a Florida corporation, and they acknowledged before me that they
executed the foregoing Declaration of Covenants as such officers
of said corporation and that they affixed thereto the official seal
of said corporation and that the foregoing instrument is the act
and deed of said corporation.

WITNESS my hand and official seal at Boca Raton, in the County
and State last aforesaid, this 20th day of December, 1977.

Barbara M. Sparling
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 20 1981
BONDED THRU CREDITORS, UNDERWRITERS

This is not a certified copy

EXHIBIT 1

LEGAL DESCRIPTION OF
RECREATION FACILITIES

OF

BARWOOD CONDOMINIUM III, A CONDOMINIUM

EXHIBIT G

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENT AND MAINTENANCE
RECREATION FACILITIES, BARWOOD CONDOMINIUM III

DECLARATION OF CONDOMINIUM
FOR

BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION

RECREATION FACILITIES, BARWOOD CONDOMINIUM

That parcel of land denoted as Recreation Area "A", as shown on Plat I of Barwood, which is recorded in Plat Book 31, Pages 24 and 25, Public Records, Palm Beach County, Florida.

TOGETHER WITH:

That portion of Block A contained within the loop of Barwood Lane North as shown on the aforesaid Plat I of Barwood, further described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on the aforesaid Plat I of Barwood; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point; thence with a bearing of N. $88^{\circ} 40' 37''$ W., a distance of 25.00 feet to the Point of Beginning; thence with a curve to the right having a tangent bearing of S. $1^{\circ} 19' 23''$ W., a radius of 625.00 feet, an arc length of 44.39 feet to a point; thence with a bearing of S. $52^{\circ} 46' 59''$ W., a distance of 36.80 feet to a point; thence with a bearing of N. $79^{\circ} 49' 37''$ W., a distance of 41.29 feet to a point; thence with a curve to the right having a radius of 61.67 feet, an arc length of 281.09 feet more or less to the Point of Beginning.

ALSO TOGETHER WITH:

A parcel of land lying in Section 31, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of Block "A", PLAT I of BARWOOD as recorded in Plat Book 31, Pages 24-25 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Southwest 66th Avenue and Southwest 19th Street, as shown on the plat of Sandalfoot Cove, Section One, as recorded in Plat Book 28, Pages 225 and 226, Public Records of Palm Beach County, Florida; thence along the centerline of said Southwest 19th Street, N. $89^{\circ} 05' 05''$ E., a distance of 205.00 feet to a point at the beginning of a curve, from which the radius point bears S. $0^{\circ} 54' 55''$ E., 446.41 feet; thence easterly, along said curve, an arc distance of 271.33 feet to a point; thence along a radial line of said curve, N. $33^{\circ} 54' 32''$ E., a distance of 40.00 feet;

This is

thence S. $56^{\circ} 05' 28''$ E., a distance of 583.62 feet to a point; thence with a curve to the left having a radius of 1205.00 feet, an arc length of 15.07 feet to a point; thence with a bearing of N. $28^{\circ} 08' 29''$ E., a distance of 105.10 feet to the Point of Beginning of the herein described parcel of land; thence with a bearing of N. $61^{\circ} 51' 31''$ W., a distance of 28.78 feet to a point; thence with a bearing of N. $28^{\circ} 08' 29''$ E., a distance of 179.00 feet to a point; thence with a bearing of S. $61^{\circ} 51' 31''$ E., a distance of 28.78 feet to a point; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 179.00 feet more or less to the Point of Beginning.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point of compound curvature; thence with a curve to the left having a radius of 86.67 feet, an arc length of 281.72 feet to a point; thence with a bearing of S. $85^{\circ} 05' 03''$ W., a distance of 25.00 feet to the Point of Beginning of the centerline of the subject easement; thence with a curve to the right having a tangent bearing of N. $80^{\circ} 18' 45''$ W., a radius of 100.00 feet, an arc length of 32.2 feet to a point; thence with a bearing of N. $61^{\circ} 51' 31''$ W., a distance of 36.0 feet to a point; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 48.50 feet more or less to the end of the centerline of the subject easement.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point of compound curvature; thence with a curve to the left having a radius of 86.67 feet, an arc length of 281.72 feet to a point; thence with a bearing of S. $85^{\circ} 05' 03''$ W., a distance of 25.00 feet to a point; thence with a curve to the right having a tangent bearing of N. $80^{\circ} 18' 45''$ W.,

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a radius of 100.00 feet, an arc length of 32.2 feet to a point, thence with a bearing of N. $61^{\circ} 51' 31''$ W., a distance of 36.0 feet to a point; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 48.50 feet to the Point of Beginning of the centerline of the subject easement; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 179.0 feet more or less to the end of the centerline of the subject easement.

ALSO TOGETHER WITH:

A parcel of land lying in Section 31, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of Block "A", PLAT I of BARWOOD as recorded in Plat Book 31, Pages 24-25 of the Public Records of Palm Beach County, Florida and a portion of PLAT II of BARWOOD as recorded in Plat Book 33, Pages 27-28 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Southwest 66th Avenue and Southwest 19th Street, as shown on the plat of Sandfoot Cove, Section One, as recorded in Plat Book 28, Pages 225 and 226 of the Public Records of Palm Beach County, Florida; thence along the centerline of said Southwest 19th Street, N. $89^{\circ} 05' 05''$ E., a distance of 205.00 feet to a point at the beginning of a curve, from which the radius point bears S. $0^{\circ} 54' 55''$ E., 446.41 feet; thence easterly, along said curve, an arc distance of 271.33 feet to a point; thence along a radial line of said curve, N. $33^{\circ} 54' 32''$ E., a distance of 40.00 feet; thence S. $56^{\circ} 05' 28''$ E., a distance of 583.62 feet to a point; thence with a curve to the left, having a radius of 1205.00 feet, an arc length of 364.15 feet to the Point of Beginning of the herein described parcel of land; thence with a bearing of N. $27^{\circ} 11' 29''$ W., a distance of 36.10 feet to a point; thence with a bearing of N. $19^{\circ} 01' 23''$ E., a distance of 213.94 feet to a point; thence with a curve to the left having a radius of 675.00 feet an arc length of 208.52 feet to a point; thence with a bearing of N. $74^{\circ} 03' 20''$ E., a distance of 54.36 feet to a point; thence with a curve to the right having a tangent bearing of S. $35^{\circ} 17' 43''$ E., a radius of 187.75 feet, an arc length of 45.53 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 75.55 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 22.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 163.00 feet to a point; thence with a bearing of S. $68^{\circ} 36' 00''$ W., a distance of 22.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 191.00 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 67.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 95.11 feet to a point lying on the North right-of-way line of S.W. 18th Street; thence with a bearing of West along said North right-of-way line of Southwest 18th Street a distance of

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73.63 feet to a point; thence with a curve to the right having a radius of 1205.00 feet, an arc length of 349.00 feet more or less to the Point of Beginning.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 12.33 feet to a point; thence radially with a bearing of S. $72^{\circ} 03' 51''$ E., a distance of 46.67 feet to a point; thence with a curve to the left having a radius of 35.00 feet, an arc length of 24.03 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 16.92 feet to a point; thence with a bearing of N. $21^{\circ} 24' 00''$ W., a distance of 119.70 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to the Point of Beginning of the centerline of the subject easement; thence continuing along the aforementioned course of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 244.70 feet more or less to the end of the centerline of the subject easement.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 12.33 feet to a point; thence radially with a bearing of S. $72^{\circ} 03' 51''$ E., a distance of 46.67 feet to a point; thence with a curve to the left having a radius of 35.00 feet, an arc length of 24.03 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 16.92 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 281.00 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 104.25 feet to the Point of

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Beginning of the centerline of the subject easement; thence continuing along the aforementioned course of N. 68° 36' 00" E., a distance of 34.75 feet to a point; thence with a bearing of N. 21° 24' 00" W., a distance of 156.00 feet more or less to the end of the centerline of the subject easement.

Containing a total of 4.568 Acres, more or less and subject to easements and rights-of-way of record.

EXHIBIT 2

LEGAL DESCRIPTION OF PROPERTY
TO BE SERVED BY
RECREATION FACILITIES AT BARWOOD
(ALL PHASES) CONDOMINIUM

BARWOOD CONDOMINIUM III, A CONDOMINIUM

to
EXHIBIT G

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENT AND MAINTENANCE
RECREATION FACILITIES, BARWOOD CONDOMINIUM III

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION OF PROPERTY
TO BE SERVED BY RECREATION FACILITIES
AT BARWOOD (All Phases)

All of Block "A", Plat I of BARWOOD as recorded in Plat Book 31, Pages 24 and 25 and Plat II of BARWOOD as recorded in Plat Book 33, Pages 27 and 28 of the Public Records of Palm Beach County, Florida:

LESS:

That parcel of land denoted as Recreation Area "A", as shown on Plat I of Barwood, which is recorded in Plat Book 31, Pages 24 and 25, Public Records, Palm Beach County, Florida.

ALSO LESS:

That portion of Block A contained within the loop of Barwood Lane North as shown on the aforesaid Plat I of Barwood, further described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on the aforesaid Plat I of Barwood; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point; thence with a bearing of N. $88^{\circ} 40' 37''$ W., a distance of 25.00 feet to the Point of Beginning; thence with a curve to the right having a tangent bearing of S. $1^{\circ} 19' 23''$ W., a radius of 625.00 feet, an arc length of 44.39 feet to a point; thence with a bearing of S. $52^{\circ} 46' 59''$ W., a distance of 36.80 feet to a point; thence with a bearing of N. $79^{\circ} 49' 37''$ W., a distance of 41.29 feet to a point; thence with a curve to the right having a radius of 61.67 feet, an arc length of 281.09 feet more or less to the Point of Beginning.

ALSO LESS:

A parcel of land lying in Section 31, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of Block "A", PLAT I of BARWOOD as recorded in Plat Book 31, Pages 24-25 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Southwest 66th Avenue and Southwest 19th Street, as shown on the plat of Sandalfoot Cove, Section One, as recorded in Plat Book 28, Pages 225 and 226, Public Records of Palm Beach County, Florida; thence along the centerline of said Southwest 19th Street, N. $89^{\circ} 05' 05''$ E., a distance of 205.00 feet to a point at the beginning of a curve, from which the radius point bears S. $0^{\circ} 54' 55''$ E., 446.41 feet; thence easterly, along said curve, an arc distance of 271.33 feet to a point; thence along a radial line of said curve, N. $33^{\circ} 54' 32''$ E., a distance of 40.00 feet;

thence S. $56^{\circ}05'28''$ E., a distance of 583.62 feet to a point; thence with a curve to the left having a radius of 1205.00 feet, an arc length of 15.07 feet to a point; thence with a bearing of N. $28^{\circ}08'29''$ E., a distance of 105.10 feet to the Point of Beginning of the herein described parcel of land; thence with a bearing of N. $61^{\circ}51'31''$ W., a distance of 28.78 feet to a point; thence with a bearing of N. $28^{\circ}08'29''$ E., a distance of 179.00 feet to a point; thence with a bearing of S. $61^{\circ}51'31''$ E., a distance of 28.78 feet to a point; thence with a bearing of S. $28^{\circ}08'29''$ W., a distance of 179.00 feet more or less to the Point of Beginning.

ALSO LESS: an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ}01'23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point of compound curvature; thence with a curve to the left having a radius of 86.67 feet, an arc length of 281.72 feet to a point; thence with a bearing of S. $85^{\circ}05'03''$ W., a distance of 25.00 feet to the Point of Beginning of the centerline of the subject easement; thence with a curve to the right having a tangent bearing of N. $80^{\circ}18'45''$ W., a radius of 100.00 feet, an arc length of 32.2 feet to a point; thence with a bearing of N. $61^{\circ}51'31''$ W., a distance of 36.0 feet to a point; thence with a bearing of S. $28^{\circ}08'29''$ W., a distance of 48.50 feet more or less to the end of the centerline of the subject easement.

ALSO LESS: an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ}01'23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point of compound curvature; thence with a curve to the left having a radius of 86.67 feet, an arc length of 281.72 feet to a point; thence with a bearing of S. $85^{\circ}05'03''$ W., a distance of 25.00 feet to a point; thence with a curve to the right having a tangent bearing of N. $80^{\circ}18'45''$ W.,

a radius of 100.00 feet, an arc length of 32.2 feet to a point, thence with a bearing of N. $61^{\circ} 51' 31''$ W., a distance of 36.0 feet to a point; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 48.50 feet to the Point of Beginning of the centerline of the subject easement; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 176.0 feet more or less to the end of the centerline of the subject easement.

ALSO LESS:

A parcel of land lying in Section 34, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of Block "A", PLAT I of BARWOOD as recorded in Plat Book 31, Pages 24-25 of the Public Records of Palm Beach County, Florida and a portion of PLAT II of BARWOOD as recorded in Plat Book 33, Pages 27-28 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Southwest 66th Avenue and Southwest 19th Street, as shown on the plat of Sandalfoot Cove, Section One, as recorded in Plat Book 28, Pages 225 and 226, Public Records of Palm Beach County, Florida; thence along the centerline of said Southwest 19th Street, N. $89^{\circ} 05' 05''$ E., a distance of 205.00 feet to a point at the beginning of a curve, from which the radius point bears S. $0^{\circ} 54' 55''$ E., 446.41 feet; thence easterly, along said curve, an arc distance of 271.33 feet to a point; thence along a radial line of said curve, N. $33^{\circ} 54' 32''$ E., a distance of 40.00 feet; thence S. $56^{\circ} 05' 28''$ E., a distance of 583.62 feet to a point; thence with a curve to the left, having a radius of 1205.00 feet, an arc length of 364.15 feet to the Point of Beginning of the herein described parcel of land; thence with a bearing of N. $27^{\circ} 11' 29''$ W., a distance of 36.10 feet to a point; thence with a bearing of N. $19^{\circ} 01' 23''$ E., a distance of 213.94 feet to a point; thence with a curve to the left having a radius of 675.00 feet an arc length of 208.52 feet to a point; thence with a bearing of N. $74^{\circ} 03' 20''$ E., a distance of 54.36 feet to a point; thence with a curve to the right having a tangent bearing of S. $35^{\circ} 17' 43''$ E., a radius of 187.75 feet, an arc length of 45.53 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 75.55 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 22.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 163.00 feet to a point; thence with a bearing of S. $68^{\circ} 36' 00''$ W., a distance of 22.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 191.00 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 67.25 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 95.11 feet to a point lying on the North right-of-way line of S.W. 18th Street; thence with a bearing of West along said North right-of-way line of Southwest 18th Street a distance of

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73.63 feet to a point; thence with a curve to the right having a radius of 1205.00 feet, an arc length of 349.00 feet more or less to the Point of Beginning.

ALSO LESS: an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 12.33 feet to a point; thence radially with a bearing of S. $72^{\circ} 03' 51''$ E., a distance of 46.67 feet to a point; thence with a curve to the left having a radius of 35.00 feet, an arc length of 24.03 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 16.92 feet to a point; thence with a bearing of N. $21^{\circ} 24' 00''$ W., a distance of 119.70 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to the Point of Beginning of the centerline of the subject easement; thence continuing along the aforementioned course of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 244.70 feet more or less to the end of the centerline of the subject easement.

ALSO LESS: an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 12.33 feet to a point; thence radially with a bearing of S. $72^{\circ} 03' 51''$ E., a distance of 46.67 feet to a point; thence with a curve to the left having a radius of 35.00 feet, an arc length of 24.03 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 16.92 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 281.00 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 104.25 feet to the Point of

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Beginning of the centerline of the subject easement; thence continuing along the aforementioned course of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to a point; thence with a bearing of N. $21^{\circ} 24' 00''$ W., a distance of 156.00 feet more or less to the end of the centerline of the subject easement.

Containing a total of 4.568 Acres, more or less and subject to easements and rights-of-way of record.

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EXHIBIT H

ARTICLES OF INCORPORATION

BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

TO
DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM ILL, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF
BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

filed in this office on the 23rd day of March,

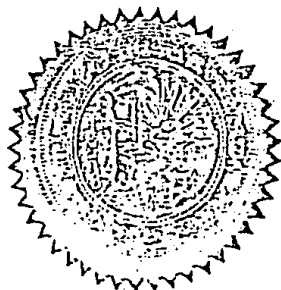
19 76 .

Charter Number: 735353

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
23rd day of March,
19 76.

Quinn A. Smith

SECRETARY OF STATE



ARTICLES OF INCORPORATION
OF
BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

The name of the corporation shall be:

BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

ARTICLE II

Purpose

The purposes and objectives of the Association shall be:

1. To provide and promote the health, recreation and social welfare of the Unit Owners within the area referred to in Exhibit 1 attached hereto, as authorized by the Articles of Incorporation, the By-Laws of the Barwood Condominium Improvement Association, Inc., and the Declaration of Covenants and Restrictions for Improvement and Maintenance now or hereafter filed on all or any portion of the area referred to in Exhibit 1.
2. To operate, maintain, repair, and improve landscaping, structures and other improvements and promulgate rules and regulations concerning the recreation facilities upon the real property described in Exhibit 2.
3. To perform all functions and exercise such powers contemplated of the Barwood Condominium Improvement Association, Inc., and delegated to the Board of Directors of the Barwood Condominium Improvement Association, Inc., in any Declaration of Covenants and Restrictions for Improvement and Maintenance now or hereinafter filed on all or any portion of the area referred to in Exhibit 1 and Exhibit 2.
4. To provide for private security, fire safety and protection, and similar functions and services in the area described in Exhibit 2.
5. To provide, (purchase, acquire) replace, improve, maintain and/or repair such buildings, structures, street lights

6. To operate without profit for the sole and exclusive benefit of its members.

ARTICLE III

Powers

The Barwood Condominium Improvement Association, Inc., shall have the following powers:

1. The Barwood Condominium Improvement Association, Inc., shall have all of the common law and statutory powers of a corporation not for profit under the laws of the State of Florida which are not in conflict with the terms of these Articles.
2. To enter into, make, establish, and enforce rules, regulations, by-laws, covenants, restrictions and agreements to carry out the purposes of Barwood Condominium Improvement Association, Inc.
3. To make and collect assessments against members of the Barwood Condominium Improvement Association, Inc., to defray the costs, expenses, reserves and losses of the Barwood Condominium Improvement Association, Inc., as provided in Article VI hereinafter.
4. To use the proceeds of assessments in the exercise of its powers and duties, and as contemplated by the functions and powers delegated to the Barwood Condominium Improvement Association, Inc., by the Declaration of Covenants and Restrictions for Improvement and Maintenance now or hereafter filed on all or any portion of that area described in Exhibit 1.
5. To hold funds for the exclusive benefit of the members of the Barwood Condominium Improvement Association, Inc., as set forth in these Articles of Incorporation and as provided in any Declaration of Covenants and Restrictions for Improvement and Maintenance now or hereafter filed on all or any portion of that area described in Exhibit 1 and Exhibit 2.

ARTICLE IV

Members

1. The members of Earwood Condominium Improvement Assoc-

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ciation, Inc. shall consist of all Condominium Unit Owners within the area described in Exhibit 1. Each Unit Owner shall be a member upon title of the condominium parcel being conveyed by deed and being recorded among the Public Records of Palm Beach County, Florida. The record owners of all condominium parcels within the area described in Exhibit 1 shall be members of the Barwood Condominium Improvement Association, Inc., and no other persons or entities shall be members.

2. Transfer of membership in the Barwood Condominium Improvement Association, Inc., shall be established by the recording in the public records of Palm Beach County, Florida, of a condominium deed or other instrument establishing a record title to a condominium parcel in a condominium located within the area described in Exhibit 1, the owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

3. The share of a member in the funds and assets of the Barwood Condominium Improvement Association, Inc., cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her condominium parcel.

4. The members of the Barwood Condominium Improvement Association, Inc., singly or collectively, shall be entitled to only one vote for each condominium parcel owned by them. The exact manner of exercising voting rights when there are two or more owners of one condominium parcel shall be determined by the by-laws of the Barwood Condominium Improvement Association, Inc.

ARTICLE V

Voting

A member shall represent himself, or may authorize by proxy the condominium association in which he is a member to act on his behalf, in all meetings or other activities which a member of the Barwood Condominium Improvement Association, Inc., is entitled to attend.

ARTICLE VI

Assessments

1. Subject to the restrictions and limitations set forth herein, each member shall pay to the Barwood Condominium Improvement Association, Inc., an annual assessment in monthly installments which shall be determined by the Board of Directors.

2. The Barwood Condominium Improvement Association, Inc., will secure funds with which to operate by assessment of each member pursuant to a budget adopted annually by the Board of Directors.

ARTICLE VII

Directors

1. The affairs of the Barwood Condominium Improvement Association, Inc., shall be managed by the Board of Directors consisting of not less than three (3) nor more than nine (9) members. The initial Board of Directors shall consist of four (4) members.

2. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The first election of Directors by the membership of the Association shall not be held until after all condominium parcels located upon the real property described in Exhibit 2 have been sold and closed by the Developer, or until the Developer shall voluntarily call an election, whichever shall first occur.

4. The Directors herein named shall serve until the first election of Directors by Association members and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

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

<u>Name</u>	<u>Address</u>
George H. Sparling	9740 S.W. 19th Street Boca Raton, Florida 33432
Madaleane H. Evans	23099 Barwood Lane North #301 Boca Raton, Florida 33432
Barbara M. Sparling	9740 S.W. 19th Street Boca Raton, Florida 33432
Ella E. Surerus	23099 Barwood Lane North #401 Boca Raton, Florida 33432

ARTICLE VIII

Officers

<u>Name and Addresses</u>	<u>Office</u>
GEORGE H. SPARLING 9740 S.W. 19th Street Boca Raton, Florida 33432	President
MADALEANE H. EVANS 23099 Barwood Lane North #301 Boca Raton, Florida 33432	Vice President
BARBARA M. SPARLING 9740 S.W. 19th Street Boca Raton, Florida 33432	Secretary
ELLA E. SURERUS 23099 Barwood Lane North #401 Boca Raton, Florida 33432	Treasurer

ARTICLE IX

Indemnification

Every Director, and every officer of the Association shall be indemnified by the Barwood Condominium Improvement Association, Inc., against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interest of the Barwood Condominium Improvement Association, Inc. The foregoing right of indemnification shall be in addition to, and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE X

Transactions In Which Directors
Or Officers Are Interested

No contract or transaction between the Barwood Condominium Improvement Association, Inc., and one or more of its officers or Directors, or between the Barwood Condominium Improvement Association, Inc., 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 financial interest, shall be invalid, void or voidable

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solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

ARTICLE XI

By-Laws

The first By-Laws of the Barwood Condominium Improvement Association, Inc., shall be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE XII

Amendments

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

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

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one or more of the Barwood Condominium Improvement Association, Inc. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Barwood Condominium Improvement Association, Inc., at or prior to the meetings.

(a) Such approval must be by not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Barwood Condominium Improvement Association, Inc.; or

(b) By not less than eighty (80%) percent of the votes of the entire membership of the Barwood Condominium Improvement Association, Inc.

3. No amendment shall make any changes in the qualification for membership or in voting rights of members, or any change in Article V and/or Article VI hereof without approval in writing by each member.

4. A copy of each amendment to the Articles of Incorporation as approved shall be accepted and certified by the Secre-

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when received.

tary of State and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XIII

Dissolution of the Association

1. Upon dissolution of the Barwood Condominium Improvement Association, Inc., all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be equal.

2. The Barwood Condominium Improvement Association, Inc., may be dissolved upon an unanimous resolution to that effect being adopted by the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statute 617 or Statute of similar import, and approved by two-thirds of the voting rights of the Barwood Condominium Improvement Association, Inc. members.

ARTICLE XIV

Term

The Barwood Condominium Improvement Association, Inc., shall have perpetual existence.

ARTICLE XV

Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
George H. Sparling	9740 S.W. 19th Street Boca Raton, Florida 33432
Madaleane H. Evans	23099 Barwood Lane North #301 Boca Raton, Florida 33432
Barbara M. Sparling	9740 S.W. 19th Street Boca Raton, Florida 33432
Ella E. Surerus	23099 Barwood Lane North #401 Boca Raton, Florida 33432

ARTICLE XVI

Resident Agent

The initial resident agent of Barwood Condominium Improvement Association, Inc., shall be JAY J. REYNOLDS, ESQ., whose address is Suite C; Plaza Two Building, 301 West Camino Gardens Boulevard, Boca Raton, Florida.

ARTICLE XVII

The initial address of the Association shall be:

23099 Barwood Lane North
Boca Raton, Florida 33432

ARTICLE XVIII

Definitions

All terms used herein which are defined by Florida Statute Chapter 711, the Condominium Act, shall be used herein with the same meaning as defined in said statutes.

IN WITNESS WHEREOF, the subscribers have hereunto fixed their signatures on this _____ day of January, 1976.

George H. Sparling (L.S.)
GEORGE H. SPARLING

Madalene H. Evans (L.S.)
MADALEANE H. EVANS

Barbara M. Sparling (L.S.)
BARBARA M. SPARLING

Ellen E. Surerus (L.S.)
ELLA E. SURERUS

STATE OF FLORIDA)
 : ss
COUNTY OF PALM BEACH)

Before me, the undersigned officer duly authorized to administer oaths and take acknowledgments in the State of Florida on this day personally appeared GEORGE H. SPARLING, MADALEANE H. EVANS, BARBARA M. SPARLING, and ELLA E. SURERUS, being subscribers of the Articles of Incorporation of the foregoing Association, who, after being duly sworn by me, upon their oath stated that they have executed the foregoing Articles of Incorporation for the purposes herein expressed.

WITNESS my hand and official seal at Boca Raton, said
State and County, on the 21st day of JANUARY, 1976.

Madeline Chermak
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Boca Raton
My Commission Expires Sept. 25, 1978
Bonded by American Fire & Casualty Co.

This is a Certified Copy

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 Chapter 48.091, Florida Statutes, the
following is submitted, in compliance with said Act:

BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.,
desiring to organize under the laws of the State of Florida
with its principal office, as indicated in the Articles of
Incorporation at City of Boca Raton, County of Palm Beach,
State of Florida, has named Jay J. REYNOLDS, ESQ., located
at 301 West Camino Gardens Boulevard, Plaza Two Building,
City of Boca Raton, County of Palm Beach, State of Florida,
as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

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

BY: *Jay J. Reynolds*

JAY J. REYNOLDS, ESQ.
Resident Agent

EXHIBIT 1

LEGAL DESCRIPTION
BARWOOD CONDOMINIUM, ALL PHASES

TO

EXHIBIT H
ARTICLES OF INCORPORATION
BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION

BARWOOD CONDOMINIUM, ALL PHASES

All of Block "A", Plat I of BARWOOD as recorded in Plat Book 31, Pages 24 and 25 and Plat II of BARWOOD as recorded in Plat Book 33, Pages 27 and 28 of the Public Records of Palm Beach County, Florida.

EXHIBIT 2

LEGAL DESCRIPTION OF
RECREATION FACILITIES

OF

BARWOOD CONDOMINIUM I, A CONDOMINIUM

TO

EXHIBIT H
ARTICLES OF INCORPORATION
BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM II, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION

RECREATION FACILITIES, BARWOOD CONDOMINIUM III

That parcel of land denoted as Recreation Area "A", as shown on Plat I of Barwood, which is recorded in Plat Book 31, Pages 24 and 25, Public Records, Palm Beach County, Florida.

TOGETHER WITH:

That portion of Block A contained within the loop of Barwood Lane North as shown on the aforesaid Plat I of Barwood, further described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on the aforesaid Plat I of Barwood; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point; thence with a bearing of N. $88^{\circ} 40' 37''$ W., a distance of 25.00 feet to the Point of Beginning; thence with a curve to the right having a tangent bearing of S. $1^{\circ} 19' 23''$ W., a radius of 625.00 feet, an arc length of 44.39 feet to a point; thence with a bearing of S. $52^{\circ} 46' 59''$ W., a distance of 36.80 feet to a point; thence with a bearing of N. $79^{\circ} 49' 37''$ W., a distance of 41.29 feet to a point; thence with a curve to the right having a radius of 61.67 feet, an arc length of 281.09 feet more or less to the Point of Beginning.

ALSO TOGETHER WITH:

A parcel of land lying in Section 31, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of Block "A", PLAT I of BARWOOD as recorded in Plat Book 31, Pages 24-25 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Southwest 66th Avenue and Southwest 19th Street, as shown on the plat of Sandalfoot Cove, Section One, as recorded in Plat Book 28, Pages 225 and 226, Public Records of Palm Beach County, Florida; thence along the centerline of said Southwest 19th Street, N. $89^{\circ} 05' 05''$ E., a distance of 205.00 feet to a point at the beginning of a curve, from which the radius point bears S. $0^{\circ} 54' 55''$ E., 446.41 feet; thence easterly, along said curve, an arc distance of 271.33 feet to a point; thence along a radial line of said curve, N. $33^{\circ} 54' 32''$ E., a distance of 40.00 feet;

thence S. $56^{\circ} 05' 28''$ E., a distance of 583.62 feet to a point; thence with a curve to the left, having a radius of 1205.00 feet, an arc length of 15.07 feet to a point; thence with a bearing of N. $28^{\circ} 08' 29''$ E., a distance of 105.10 feet to the Point of Beginning of the herein described parcel of land; thence with a bearing of N. $61^{\circ} 51' 31''$ W., a distance of 28.78 feet to a point; thence with a bearing of N. $28^{\circ} 08' 29''$ E., a distance of 179.00 feet to a point; thence with a bearing of S. $61^{\circ} 51' 31''$ E., a distance of 28.78 feet to a point; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 179.00 feet more or less to the Point of Beginning.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point of compound curvature; thence with a curve to the left having a radius of 86.67 feet, an arc length of 281.72 feet to a point; thence with a bearing of S. $85^{\circ} 05' 03''$ W., a distance of 25.00 feet to the Point of Beginning of the centerline of the subject easement; thence with a curve to the right having a tangent bearing of N. $80^{\circ} 18' 45''$ W., a radius of 100.00 feet, an arc length of 32.2 feet to a point; thence with a bearing of N. $61^{\circ} 51' 31''$ W., a distance of 36.0 feet to a point; thence with a bearing of S. $28^{\circ} 08' 29''$ W., a distance of 48.50 feet more or less to the end of the centerline of the subject easement.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood, as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 200.80 feet to a point of compound curvature; thence with a curve to the left having a radius of 86.67 feet, an arc length of 281.72 feet to a point; thence with a bearing of S. $85^{\circ} 05' 03''$ W., a distance of 25.00 feet to a point; thence with a curve to the right having a tangent bearing of N. $80^{\circ} 18' 45''$ W.,

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a radius of 100.00 feet, an arc length of 32.2 feet to a point, thence with a bearing of N. 61° 51' 31" W., a distance of 36.0 feet to a point; thence with a bearing of S. 28° 08' 29" W., a distance of 48.50 feet to the Point of Beginning of the centerline of the subject easement; thence with a bearing of S. 28° 08' 29" W., a distance of 179.0 feet more or less to the end of the centerline of the subject easement.

ALSO TOGETHER WITH:

A parcel of land lying in Section 31, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of Block "A", PLAT I of BARWOOD as recorded in Plat Book 31, Pages 24-25 of the Public Records of Palm Beach County, Florida and a portion of PLAT II of BARWOOD as recorded in Plat Book 33, Pages 27-28 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Southwest 66th Avenue and Southwest 19th Street, as shown on the plat of Sandfoot Cove, Section One, as recorded in Plat Book 28, Pages 225 and 226, Public Records of Palm Beach County, Florida; thence along the centerline of said Southwest 19th Street, N. 89° 05' 05" E., a distance of 205.00 feet to a point at the beginning of a curve, from which the radius point bears S. 0° 54' 55" E., 446.41 feet; thence easterly, along said curve, an arc distance of 271.33 feet to a point; thence along a radial line of said curve, N. 33° 54' 32" E., a distance of 40.00 feet; thence S. 56° 05' 28" E., a distance of 583.62 feet to a point; thence with a curve to the left, having a radius of 1805.00 feet, an arc length of 364.15 feet to the Point of Beginning of the herein described parcel of land; thence with a bearing of N. 27° 11' 29" W., a distance of 36.10 feet to a point; thence with a bearing of N. 19° 01' 23" E., a distance of 213.94 feet to a point; thence with a curve to the left having a radius of 675.00 feet an arc length of 208.52 feet to a point; thence with a bearing of N. 74° 03' 20" E., a distance of 54.36 feet to a point; thence with a curve to the right having a tangent bearing of S. 35° 17' 43" E., a radius of 187.75 feet, an arc length of 45.53 feet to a point; thence with a bearing of S. 21° 24' 00" E., a distance of 75.55 feet to a point; thence with a bearing of N. 68° 36' 00" E., a distance of 22.25 feet to a point; thence with a bearing of S. 21° 24' 00" E., a distance of 163.00 feet to a point; thence with a bearing of S. 68° 36' 00" W., a distance of 22.25 feet to a point; thence with a bearing of S. 21° 24' 00" E., a distance of 191.00 feet to a point; thence with a bearing of N. 68° 36' 00" E., a distance of 67.25 feet to a point; thence with a bearing of S. 21° 24' 00" E., a distance of 95.11 feet to a point lying on the North right-of-way line of S.W. 18th Street; thence with a bearing of West along said North right-of-way line of Southwest 18th Street a distance of

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73.63 feet to a point; thence with a curve to the right having a radius of 1205.00 feet, an arc length of 349.00 feet more or less to the Point of Beginning.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 12.33 feet to a point; thence radially with a bearing of S. $72^{\circ} 03' 51''$ E., a distance of 46.67 feet to a point; thence with a curve to the left having a radius of 35.00 feet, an arc length of 24.03 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 86.42 feet to a point; thence with a bearing of N. $21^{\circ} 24' 00''$ W., a distance of 119.70 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to the Point of Beginning of the centerline of the subject easement; thence continuing along the aforementioned course of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 244.70 feet more or less to the end of the centerline of the subject easement.

ALSO TOGETHER WITH an easement for ingress-egress, 25 feet in width, whose centerline is described as follows:

Commencing at the centerline intersection of Southwest 18th Street and Barwood Lane North as shown on Plat 1 of Barwood as recorded in Plat Book 31, Pages 24 and 25, Public Records of Palm Beach County, Florida; thence with a bearing of N. $19^{\circ} 01' 23''$ E., along the centerline of Barwood Lane North a distance of 300.00 feet to a point of curvature; thence with a curve to the left having a radius of 650.00 feet, an arc length of 12.33 feet to a point; thence radially with a bearing of S. $72^{\circ} 03' 51''$ E., a distance of 46.67 feet to a point; thence with a curve to the left having a radius of 35.00 feet, an arc length of 24.03 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 16.92 feet to a point; thence with a bearing of S. $21^{\circ} 24' 00''$ E., a distance of 281.00 feet to a point; thence with a bearing of N. $68^{\circ} 36' 00''$ E., a distance of 104.25 feet to the Point of

Beginning of the centerline of the subject easement; thence continuing along the aforementioned course of N. $68^{\circ} 36' 00''$ E., a distance of 34.75 feet to a point; thence with a bearing of N. $21^{\circ} 24' 00''$ W., a distance of 156.00 feet more or less to the end of the centerline of the subject easement.

Containing a total of 4.568 Acres, more or less and subject to easements and rights-of-way of record.

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EXHIBIT I
BY-LAWS OF THE
BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

BY-LAWS
OF
BARWOOD CONDOMINIUM IMPROVEMENT
ASSOCIATION, INC.

1. IDENTITY. These are the By-Laws of the BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC., herein called the Association, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State of Florida on the 23rd day of March, A.D., 1976. The Association has been organized to promote the health, recreation and social welfare of all Unit Owners of condominium parcels within the area described in Exhibit 1 attached to the Articles of Incorporation of BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC., hereinafter referred to as Exhibit 1.

1.1 Definitions. All terms used herein which are defined by the Declaration of Condominium or Declaration of Covenants and Restrictions for Improvement and Maintenance, or by Florida Statute 711 (1974), the Condominium Act, shall be used herein with the same meaning as defined in said Declaration or said Statute.

1.2 The fiscal year shall be the calendar year.

1.3 The office of the Association shall be 23099 Barwood Lane North, Boca Raton, Florida 33432, or such other place or places as the Board of Directors may from time to time determine.

1.4 The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "corporation not for profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

2. MEMBERSHIP AND MEMBERS' MEETINGS.

2.1 Qualification. The members of the Association shall consist of all record Unit Owners of a residential condominium parcel within the area described in Exhibit 1, and such membership shall become effective immediately upon a party becoming a record title holder of a condominium parcel.

2.2 Special Members' Meetings shall be held at the office of the corporation whenever called by the President or by a majority of the Board of Directors. The business conducted at such special meetings shall be limited to that stated in the notice of meeting. The special meeting of the members held annually to

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elect the Board of Directors shall be held on the third Monday of the month of January.

2.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

2.4 A quorum. A quorum at members' meeting shall consist of the presence in person or by proxy of a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Articles of Incorporation or these By-Laws.

2.5 Voting.

1. In any meeting of members, the Unit Owners of a condominium parcel shall be entitled to cast one vote for each condominium parcel so owned.

2. If a condominium parcel is owned by one person, his right to vote shall be established by the roster of unit owners kept by the Secretary of the Association. If a condominium parcel is owned by more than one person, or is under lease, the person entitled to cast the vote for the condominium parcel shall be designated by a certificate signed by all of the record owners of the condominium parcel according to the roster of unit owners and filed with the Secretary of the Association. If a condominium parcel is owned by a corporation, the person entitled to cast the vote for the condominium parcel shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates

shall be valid until revoked or until superseded by a subsequent certificate or until a change in ownership of the condominium parcel concerned. A certificate designating the person entitled to cast the vote of a condominium parcel may be revoked by any owner thereof. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made only to an owner of a unit entitled to vote within the area described in Exhibit 1. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof.

2.7 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman.

2.9 The order of business at members' meetings shall be:

1. Determination of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

3. DIRECTORS.

3.1 Membership. The affairs of the Association shall be managed by a board of a number of directors to be determined as follows:

1. Three (3) directors initially which number shall remain the same until the Developer has sold and conveyed all condominium parcels within the area described in Exhibit 1, or sooner upon option and notification by the Developer.

2. Not less than three (3) nor more than nine (9) to be elected at the first election of directors.

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A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving or to serve as may be adjusted by a vote of the membership as hereinabove provided for. Other nominations may be made from the floor.

4. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between special meetings of members shall be filled by the remaining directors.

6. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.2 The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.3 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for each meeting.

3.4 Special meetings of the directors may be called by the President and must be called by the Secretary at written request of one-half of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, which notice shall state the time, place and purpose of the meeting.

3.5 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.6 A quorum at directors' meetings 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 where approval by written consent or by a greater number of directors is required by the Articles of Incorporation or these By-Laws.

3.7 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.8 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such a director for the purpose of determining a quorum.

3.9 The presiding officer of director's meetings shall be the chairman of the board if such an officer has been elected; and, if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.10 The order of business at directors' meetings shall be:

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

4.1 All of the powers and duties of the Association existing under any Declaration of Covenants and Restrictions, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by members of the Association when such is specifically required. Such powers and duties of the directors shall include, but shall not be limited to the following, subject, however, to the provisions of the Declaration of Covenants and Restrictions for Improvements and Maintenance, the Articles of Incorporation and these By-Laws.

1. To purchase insurance for the protection of the Association and its members.
2. To acquire and enter into agreement whereby it acquires leaseholds, memberships and any other possessory or use interests in lands, or facilities whether or not contiguous

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to the lands described in Exhibit 2, attached to the Articles of Incorporation of Barwood Condominium Improvement Association, Inc., intended to provide for the enjoyment, recreation or other use and benefit of the unit owners, and to declare expenses in connection therewith to be subject to assessment to the members.

3. To pay all costs of power, gas, water, sewer and other utility services rendered to the unit owners and not billed to the owners of the separate condominium parcels.

4. To enforce by legal means, the provisions of the Articles of Incorporation and By-Laws of the Association, Declaration of Covenants and Restrictions for Improvement and Maintenance and the Regulations hereinafter promulgated governing use of the Association's properties.

5. To appoint and remove at the pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

6. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

4.2 The undertakings, leases and contracts authorized by the initial board shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first Board of Directors, duly elected by the membership after the members have relinquished control of the Association, notwithstanding the fact that members of the initial Board of Directors may be directors or officers of, or otherwise associated with the BARWOOD DEVELOPMENT CORPORATION, or other entities doing business with the Association.

5. EXECUTIVE OFFICERS.

5.1 The executive officers of the corporation 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, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties

which are usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Vice President shall in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors of the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts which shall include but not be limited to the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

1. Current expenses, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds which may be used for capital expenditures for additional improvements or additional personal property.

5. The Board of Directors shall have the authority, during a budget year, to transfer funds which, in its discretion, it deems unnecessary to hold for the purposes of a particular account, to and for the use of another purpose in another account.

6.2 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated fund required to defray the common expense and to provide and maintain funds for account and reserves including but not limited to the following, according to good accounting practices:

1. Current expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year, or to fund reserves.

2. Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements, the amount for which shall not exceed Five Thousand (\$5,000.00) Dollars; provided, however, that in the expenditure of this fund no sum in excess of Five Thousand (\$5,000.00) Dollars shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association.

5. Copies of the budget and proposed assessments shall be available to each member on or before December 15th, preceding the year for which the budget is made and shall be filed in the office of the Association.

THIS
6.3 Assessments for Common Expenses. Assessments against the condominium parcel owners for their share of the common expenses shall be made for the calendar year annually in advance on or before December 20th, preceding the year for which the assessments are made. Such assessments shall be due and paid in equal monthly installments beginning on the first day of January of the year for which the assessment is made and the first day of each month thereafter. If an annual budget is not made as required, the monthly assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by the Board of Directors.

6.4 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.5 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year in which the audit was made.

6.6 Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.7 The termination of membership in the Association shall not relieve or release any such former owner or a member from a liability or obligation incurred under or in any way connected with the Association during the period of membership, or impair any rights or remedies which the Association may have against such former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

7. RULES AND REGULATIONS.

7.1 The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of any facilities or services made available to the condominium parcel owners. The Board of Directors shall, from time to time, post in a conspicuous place on the condominium properties, a copy of the rules and regulations adopted from time to time by the Board of Directors.

8. REGISTERS.

8.1 The Secretary of the Association shall maintain a register in the corporation office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely upon the last given address of each of the members.

9. AMENDMENTS.

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

9.2 A resolution adopting a proposed amendment may be proposed by with the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either:

1. Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

2. By not less than eighty (80%) percent of the votes of the entire membership of the Association.

9.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall effective when such certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

10. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Covenants and Restrictions for Improvement and Maintenance, the Declaration of Condominium, Articles of Incorporation or these By-Laws.

11. MISCELLANEOUS.

11.1 Whenever the masculine singular form of the person is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

11.3 Corporation and Association are used synonymously.

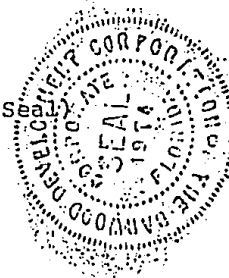
The foregoing was adopted as the By-Laws of BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors, on the 27th day of March, 1976.

Secretary

~~Corporate Sea~~

Approved:

President



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EXHIBIT J

DECLARATION OF CONDOMINIUM

FOR

BARWOOD CONDOMINIUM, III, A CONDOMINIUM

PALM BEACH COUNTY, FLORIDA

INSURANCE TRUST AGREEMENT

This is

INSURANCE TRUST AGREEMENT

MADE this 21st day of November, 1977, between BARWOOD CONDOMINIUM III ASSOCIATION, INC. a Florida corporation not for profit, whose address is Boca Raton, Florida, hereinafter called "Association" and BOCA RATON NATIONAL BANK, a national banking association of Boca Raton, Florida, as Trustee, hereinafter called "Insurance Trustee."

WHEREIN IT IS AGREED AS FOLLOWS:

1. BARWOOD CONDOMINIUM III, a condominium. The Declaration of Condominium dated November 21, 1977, and recorded in Official Records Book 21 at Pages 21 through 21, inclusive of Palm Beach County, Florida situated on the lands described in Exhibit A attached hereto and made a part hereof. Such Declaration of Condominium is incorporated herein by reference. Such instrument is herein called "Declaration." A conformed copy of the recorded Declaration has been filed with the Insurance Trustee.

2. Provisions of Declaration. The Declaration provides that certain insurance shall be purchased by the Association and that the policies and endorsements thereon shall be deposited with the Insurance Trustee and that payment for losses thereunder shall be made to the Insurance Trustee. The Declaration also makes provisions for the collection and disbursement of proceeds of such policies. This Insurance Trust Agreement is made in order to state the insurance provisions of the Declaration in an agreement with Insurance Trustee.

3. Insurance Trustee; Share of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgages as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to any national bank in Broward or Palm Beach Counties, with trust powers, as may be approved by the board of directors of the Association, and designated insurance trustee, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payments of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgages in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:

1. Common Elements. Proceeds on account of common elements

shall be held in as many undivided shares as there are units in each building, the shares of each unit owner being the same as his share in the common elements, as same are hereinabove stated.

2. Units. Proceeds on account of units shall be held in the following shares:

(a) Partial Destruction, when the building are to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(b) Total Destruction of the building or when the buildings are to be restored, to owners of all units in the buildings, each owner's share being in proportion to his share in the common elements appurtenant to his unit.

(c) Mortgagee. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the Mortgagee and the unit owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

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

1. Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owner, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining

proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

4. Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the unit owners and their respective shares of the distribution.

5. 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.

5. Reconstruction or Repair after Casualty.

1. Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the manner provided by the Declaration.

2. Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

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

1. Association. If costs of reconstruction and repair which are the responsibility of the Association are more than \$5,000.00, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

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(a) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner shall be paid by the Insurance Trustee to the unit owner, and the mortgagee jointly.

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

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

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

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead the Insurance Trustee

This is

may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is hereby required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner and further provided that when the Association or a mortgagee which is the beneficiary of an insurance construction fund, so requires the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

7. Termination. This agreement shall continue as long as members of the Association have an insurable interest in the improvements upon said lands unless sooner terminated upon reasonable notice to the date of the termination; provided that if notice of termination is given prior to the appointment of a successor Insurance Trustee, a copy of such notice shall be mailed by registered or certified mail by the party giving the notice to each record owner of a mortgage upon an apartment of the condominium.

8. Interpleader. In the event of disagreement between the parties or with any of the beneficiaries or their mortgagees concerning the subject matter of this agreement, the Insurance Trustee at its discretion may withhold action on its part until directed to proceed by agreement of the parties to any such dispute or by an Order of a court of competent jurisdiction, or the Insurance Trustee in its discretion may deposit the subject matter of the dispute in the registry of a court of competent jurisdiction and interplead the other parties to such dispute.

EXECUTED by the parties on the date written above.

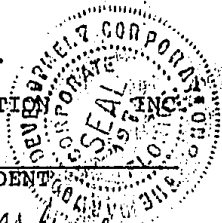
WITNESSES:

John Van Noy
Barbara M. Spurling

BARWOOD CONDOMINIUM ASSOCIATION

By George H. Spurling
GEORGE H. SPURLING, PRESIDENT

ATTEST: Barbara M. Spurling
BARBARA M. SPURLING, SECRETARY



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EXHIBIT E
RULES AND REGULATIONS
DECLARATION OF CONDOMINIUM
FOR

BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

Original recorded Official Record Book 2801 Page 573

THIS INSTRUMENT WAS PREPARED BY
Margaret L. Spofford
(NAME)
23277 Barwood Lane #101
(ADDRESS)
Boca Raton Fla
(CITY AND STATE)

Amended rules and regulations of above condominium are as follows:

1. RULES & REGULATIONS

- A. Violations shall be reported, in writing, to the President of Barwood Condominium III, or to an individual named by the Board and not to the Board of Directors or to Officers of the Association.
- B. Violations will be called to the attention of the violating owner by the Board of Directors of the Barwood Condominium III, Assn., Inc.
- C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will answer complaints in writing.

4. PETS

- F. Upon resale or leasing, no pets or animals of any kind will be permitted.

9. CLEANLINESS

All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All disposal shall be used in accordance with instructions given to the owner by the Association. Garbage is to be disposed of in tied plastic bags by owners.

13. ATTIRE

Members, their families, and guests shall not use the common elements or clubhouse except in appropriate attire. The wearing of golf or any other cleated shoes shall not be permitted in elevators, carpeted areas, the entrance, or on the sidewalks.

15. ROOF

Only members authorized by the Board of Directors are permitted on the roof.

23. Owners shall notify the Board of Directors in advance by written notice of the arrival and departure dates of guests who have his permission to occupy a unit and parking space in his absence. Guests will be given copies of Rules and Regulations, and the owners will be responsible for the compliance of such rules. License plate numbers of guests must be furnished to the Board.

24. LEASING OR RESALE

- G. No condominium unit may be leased for a period of less than four (4) months and is restricted to one (1) lease per calendar year as of February 1979.

The foregoing Rules and Regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to the Board of Directors who will call the matter to the attention of the violating owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the Board of Directors for subsequent judgment by the Board of Directors.



Record Verified
Palm Beach County, Fla
John B. Dunkle
Clerk Circuit Court

Jean L. Chiuchiolio
(President)
Margaret L. Spofford
(Secretary)

Sworn to and subscribed to by Jean L. Chiuchiolio, President and Margaret L. Spofford, Secretary this 4th day of June, A.D., 1979.

Notary Public, State of Florida at Largo
My Commission Expires Jan. 30, 1982
Bonded By American Fidelity & Casualty Company

Paul H. Compton
NOTARY PUBLIC
STATE OF FLORIDA

BY-LAWS OF THE BARWOOD CONDOMINIUM III ASSOCIATION, INC.
DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM III, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

Original Recorded Official Record Book 2801 Page 573

Amended By-Laws for above condominium are as follows:

1. IDENTITY

1.2 The fiscal year shall begin February 1 and end January 31.

2. MEMBERSHIP AND MEMBERS MEETINGS

2.3 The Annual Members' Meeting shall be held at the Recreation Center at 7:30 P.M. Eastern Standard Time on the first Monday of February for the purpose of electing Directors and transacting any other business.

3. DIRECTORS

3.2.2 A Nominating Committee of three members shall be appointed by the Board of Directors not less than 30 days prior to the annual members' meeting. The Committee shall nominate one person for each Director then serving or to serve as may be adjusted by a vote of the membership as herein above provided for. Other nominations may be made from the floor.

6. FISCAL MANAGEMENT

6.2.6 Copies of the budget and proposed assessments shall be transmitted to each member on or before December 15 preceding the year for which the budget is made. The copy of the budget and proposed assessments shall be mailed to each unit owner not less than 15 days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member. Delivery of a copy of any budget or amended budget to each member shall not effect the liability of any member for such assessment, neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors at any time in its sole discretion to levy an additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay cost and expenses of operation and management, or in the event of emergencies.

6.3 Assessments for common expenses: Assessments against the condominium parcel owners for their share of the common expense shall be made for the fiscal year annually in advance, on or before January 20 preceding the year for which the assessments are made. Such assessments shall be due in twelve equal monthly instalments on the first day of February

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and on the first day of each month thereafter. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last year assessment and monthly instalments shall be due upon each payment date until changed by an amended assessment. In the event that the annual assessment proves to be insufficient, the budget and assessment may be amended at any time by the Board of Directors.

Jean L. Chiuchiollo
(President)

Fernand R. Ducharme
(Secretary)

Sworn to and subscribed to me by Jean L. Chiuchiollo, President, and Fernand R. Ducharme, Secretary, this 24th day of March 87.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 5, 1989
BUNDLED INTO GENERAL INS. UNIT

John B. Lyons



Prepared by
and

Return to

Fernand R. Ducharme
23277 Barwood Ln. No. Unit 403
Boca Raton FL 33428

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

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

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**AMENDMENT TO THE DECLARATION
OF CONDOMINIUM OF
BARWOOD CONDOMINIUM III, A CONDOMINIUM**

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED.

1. *Amendment to Article 11, of the Declaration of Condominium entitled "Maintenance of Community Interests", to add a new Section 11.10 to read as follows:*

11.10

Leasing or Resale:

The "Declaration of Condominiums" for BARWOOD CONDOMINIUM III ASSOCIATION, INC., which is filed of record in Palm Beach County, specified how leasing or sale of condominium units shall be handled including the following:

A. No owner of a dwelling shall lease or sell his condominium unit to anyone without first giving notice in writing by registered or certified mail to the Board of Directors, or by personal delivery to the Secretary or the President of the Association.

B. The letter notifying the Association of an owner's desire to lease or sell his/her dwelling must state the name, address, and employment or occupation of the prospective lessee or purchaser. A copy of the bonafide offer to lease or sell the dwelling must also be submitted.

C. The application forms required by the Association for the use of its facilities shall be completely filled in and signed by the prospective lessee or purchaser. The application must be accompanied by a non-refundable administrative fee of One Hundred (\$100.00) Dollars to cover the Association's administrative expenses.

D. The Association shall have thirty (30) days from receipt of the completed information requested to decide whether it will exercise its option of first refusal and will notify the dwelling owner in writing.

E. The lease or sales contract must contain a covenant stating that the lessee or purchaser shall comply with all present and future Rules and Regulations of the Association.

F. Sub-leasing by lessee is not permitted, except when the Association is the lessee.

G. No condominium unit may be leased for a period of more than four (4) consecutive months or a period not less than four (4) months and is restricted to one (1) lease per calendar year.

H. Leasing shall be restricted to adults only, with a limit of two (2) people for each bedroom in the condominium unit. No children 15 years of age and under shall reside in any unit.

I. Lessees or purchasers are not permitted to bring a pet of any kind into the condominium without approval pursuant to the provisions of Paragraph Four (4) of the Rules and Regulations.

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This instrument was prepared by:
Lee H. Burg, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF
BARWOOD CONDOMINIUM III ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amendment to the Declaration of Condominium of Barwood Condominium III Association, Inc., having been recorded in Official Records Book 2801, Page 573, of the Public Records of Palm Beach County, Florida, were duly adopted in the manner provided in the governing documents of the Association, at a meeting held November 27, 2001.

IN WITNESS WHEREOF, we have affixed our hands this 26 day of DECEMBER, 2001, at Boca Raton, Palm Beach County, Florida.

ROMEOVILLE IL

WITNESSES

BARWOOD CONDOMINIUM III
ASSOCIATION, INC.
a Florida not-for profit corporation

Sign Alberta B Kosiek
Print ALBERTA B KOSIEK
Sign [Signature]
Print GIOVANNI DIFIORE

By: [Signature]
Martin Kosiek, President
23277 Barwood Lane North, #208
Boca Raton, FL 33428

STATE OF ~~FLORIDA~~ ILLINOIS
COUNTY OF ~~PALM BEACH~~ WILL

The foregoing instrument was acknowledged before me this 26 day of DECEMBER, 2001, by Martin Kosiek, as President of Barwood Condominium III Association, Inc., a Florida not-for-profit corporation.

Personally Known OR
Produced Identification [Signature]
DL-FL K2205703/21-0
Type of Identification K220 OR 356000

ILLINOIS
NOTARY PUBLIC - STATE OF ~~FLORIDA~~

Sign [Signature]
Print GIOVANNI DIFIORE

My Commission Expires: 3-8-2003

684507_1.DOC



**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
BARWOOD CONDOMINIUM III ASSOCIATION, INC.**

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED.

1. Amendment to Article 10 of the Declaration of Condominium to add the following paragraph:

ARTICLE 10

10.8 Inasmuch as Barwood Condominium III is designed and intended as a retirement community for older persons, to provide housing for residents who are fifty-five (55) years of age or older, no unit shall, at any time, be permanently occupied by children who are under eighteen (18) years of age; except that children below the age of eighteen (18) may be permitted to visit and temporarily reside for periods as provided in the Association Rules. No sole occupancy of any unit shall be permitted by an individual between the ages of eighteen (18) and fifty-five (55). Notwithstanding same, the Board in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of eighteen (18) and fifty-five (55) to permanently reside in the community, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the units in the Barwood Condominium III community having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the aforesated percentages of adult occupancy. Permanent occupancy or residency shall be defined in the Rules and regulations of the Association as may be promulgated by the Board.

Prepared by and return to
Keith F. Backer, Esq.
Backer Law Firm, P.A.
136 East Boca Raton Road
Boca Raton, FL 33432
(561) 361-8535

**Certificate of Amendment to Rules and Regulations to Barwood Condominium III
Association Inc. of Boca Raton**

WHEREAS, The Rules and Regulations to Barwood Condominium III Association Inc. are attached as Exhibit E to the Declaration of Condominium of Barwood Condominium III which is recorded in the Official Records Book 2801 Page 573 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article 10.6 of the Declaration of Condominium provides that Rules and Regulations may be amended as provided in the Articles and Bylaws of the Association; and

WHEREAS, Article 7 of the Association's Bylaws provides that the Board of Directors may amend the Rules and Regulations; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Barwood Condominium III Association Inc., a motion was passed to amend rules and regulations.

NOW THEREFORE, the undersigned hereby certifies that the attached amendment to the Rules and Regulations is a true and correct copy of the amendment approved by the Board of Directors.

Witness my signature hereto this 10 day of April, 2003 at Boca Raton, Palm Beach County, Florida.

Certificate of Amendment to Rules and Regulations to Barwood Condominium III
 Association Inc. of Boca Raton
 Page 2

Amylin
 Witness

Amy Luu
 Print Name

Sean K. Whelan
 Witness

Sean K. Whelan
 Print Name

Barwood Condominium III Association Inc.

By: John J. Smith as President

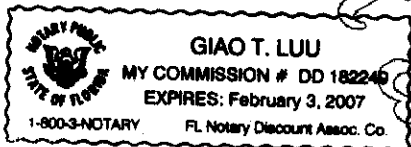
Attest: Rafael Guerrero as Secretary

State of Florida
 County of Palm Beach

John J. Smith

Rafael Guerrero

Rafael Guerrero personally appeared before me this 10 day of April, 2003 and having taken an oath stated that the information contained herein is true and correct. John J. Smith Rafael Guerrero, is personally known or has produced Florida Driver's License as identification.



Giao T. Luu
 Notary Public, State of Florida

Giao T. Luu
 Printed Name of Notary

My Commission Expires: February 3, 2007

Confirmed Copy

Amendments to Rules and Regulations of
Barwood Condominium III Association Inc. of Boca Raton

Paragraph 10.

Balconies:

Add the following language after the existing language:

"No cooking of any kind shall be permitted on balconies."

Add a new paragraph 25 following the existing paragraph 24:

Cooking:

"No cooking of any kind shall be permitted outside the building on common property."

Paragraph 19.

The language of paragraph 19 shall be replaced with the following language in its entirety:

Parking:

Only automobiles designed primarily to carry passengers, not cargo, are permitted to park in building two parking areas. Pick up trucks, other vehicles with open beds, boats, boat trailers, house trailers and campers are not permitted to park on condominium property, the common elements or limited common elements except commercial vendors while working on repairs within the building or making deliveries. Vehicle sizes may not exceed those which will fit within the unit's carport. No vehicle may be parked on condominium property if the owner of said vehicle is not a resident or guest. Any vehicle which cannot operate on its own power or which does not have a current license and registration may not remain on condominium property for more than 24 hours. No repair of vehicles shall be performed on condominium property. Each parking space is assigned as an appurtenance to a particular dwelling unit. Each space may be used only by the owner or resident except when the owner has given written permission to the Board of Directors for someone else to use that space. Parking space sizes are adequate for permitted vehicles. Please make certain that your vehicle's are parked within the painted lines and are pulled up close to the bumper. As a security measure, keep your vehicles doors locked. It is the responsibility of each unit owner to inform guests of these regulations. If the unit owner or guest is in violation of these regulations, the unit owner will be notified either verbally or by written communication and, if said unit owner or guest does not comply within 24 hours after such notification, the vehicle may be towed at the vehicle owner's expense.