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EXHIBIT F

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENT AND MAINTENANCE

BARWOOD CONDOMINIUM II, A CONDOMINIUM

DECLARATION OF CONDOMINIUM
FOR

BARWOOD CONDOMINIUM II, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

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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

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 II, 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

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

This Declaration of Covenants and Restrictions for Improvement and Maintenance (hereinafter the Declaration), made this 29th day of June, 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 II, 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 II, a condominium, hereto as Exhibit H and Exhibit I, respectively. This is the Declaration of Covenants and Restrictions 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.

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-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 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 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, President

Attest:

Barbara M. Sparling
BARBARA M. SPARLING, Secretary

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 last aforesaid, this 28 day of June, 1977.

NOTARY PUBLIC
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 1, 1980
BONDED THRU GENERAL INS. UNDERWRITERS

Signed, sealed and delivered
in the presence of:

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

Bernadette Veneski
Linda W. Smalley

By: [Signature]

Attest: [Signature]

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 Mortgagee for
the uses and purposes therein expressed as such officer.

WITNESS my hand and official seal in the aforesaid county
and state, this 29th day of June, 1977.

Linda W. Smalley
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 8, 1980
BONDED THRU GENERAL INS. UNDERWRITERS

EXHIBIT B

LEGAL DESCRIPTION

DECLARATION OF CONDOMINIUM

FOR

BARWOOD CONDOMINIUM II, A CONDOMINIUM
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION

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

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 385.96 feet; thence N. $28^{\circ} 08' 29''$ E., a distance of 401.51 feet; thence N. $36^{\circ} 52' 12''$ E., a distance of 267.77 feet to a point at the beginning of a curve from which the radius point bears S. $53^{\circ} 07' 48''$ E., a distance of 100.00 feet; thence northeasterly along said curve, an arc distance of 164.05 feet to a point; thence S. $49^{\circ} 08' 05''$ E., a distance of 193.78 feet to the Point of Beginning of the herein described parcel of land; thence continuing along the aforementioned course of S. $49^{\circ} 08' 05''$ E., a distance of 28.46 feet to a point of curvature; thence with a curve to the right having a radius of 900.00 feet, an arc length of 248.73 feet to a point; thence with a bearing of S. $56^{\circ} 42' 00''$ W., a distance of 66.12 feet to a point; thence with a bearing of S. $65^{\circ} 00' 34''$ W., a distance of 110.59 feet to a point; thence with a curve to the left having a tangent bearing of N. $24^{\circ} 59' 26''$ W., a radius of 210.00 feet, an arc length of 37.77 feet to a point; thence with a bearing of S. $54^{\circ} 42' 17''$ W., a distance of 22.25 feet to a point; thence with a bearing of S. $74^{\circ} 03' 20''$ W., a distance of 54.36 feet to a point; thence with a curve to the left having a tangent bearing of N. $1^{\circ} 19' 23''$ E., a radius of 111.67 feet, an arc length of 187.51 feet to a point; thence with a bearing of N. $46^{\circ} 53' 58''$ E., a distance of 62.28 feet to a point; thence with a bearing of S. $43^{\circ} 06' 02''$ E., a distance of 5.80 feet to a point; thence with a bearing of N. $46^{\circ} 53' 58''$ E., a distance of 20.50 feet to a point; thence with a bearing of S. $43^{\circ} 06' 02''$ E., a distance of 0.70 feet to a point; thence with a bearing of N. $46^{\circ} 53' 58''$ E., a distance of 46.00 feet to a point; thence with a bearing of N. $43^{\circ} 06' 02''$ W., a distance of 6.50 feet to a point; thence with a bearing of N. $46^{\circ} 53' 58''$ E., a distance of 119.27 feet more or less to the Point of Beginning.

Containing 1.229 Acres, more or less and subject to easements and rights-of-way of record.

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 67.20 feet to a point; thence with a bearing of N. $46^{\circ} 53' 58''$ E., a distance of 25.00 feet to the Point of Beginning of the centerline of the subject easement; thence continuing along the aforementioned course a distance of 52.9 feet to a point, being designated as Point "B"; thence with a bearing of N. $43^{\circ} 06' 02''$ W., a distance of 81.2 feet more or less to the end of the centerline of the subject easement.

Also beginning at the aforementioned Point "B"; thence with a bearing of S. $43^{\circ} 06' 02''$ E., a distance of 77.5 feet to a point; thence with a curve to the right, having a radius of 222.50 feet an arc length of 70.3 feet more or less to the end of the centerline of the 25 foot wide subject easement.

Also subject to a utility easement as shown on PLAT I of BARWOOD as recorded in Plat Book 31, Pages 24 and 25 of the Public Records of Palm Beach County, Florida.

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 I 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 25.00 feet to the Point of Beginning of the centerline of the subject easement; thence continuing along the aforementioned course of S. $72^{\circ} 03' 51''$ E., a distance of 21.67 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, 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 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 N. $21^{\circ} 24' 00''$ W., a distance of 18.85 feet to a point; thence with a curve to the left having a radius of 222.50 feet, an arc length of 13.9 feet more or less to the end of the centerline of the subject easement.

EXHIBIT 1
LEGAL DESCRIPTION
BARWOOD CONDOMINIUM, ALL PHASES
OF
EXHIBIT F
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR IMPROVEMENT AND MAINTENANCE

DECLARATION OF CONDOMINIUM
FOR
BARWOOD CONDOMINIUM II, 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 Sandalford 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.,

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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 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 213.94 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 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

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

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.

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

This instrument was prepared by:
BARBARA SPARLING
NAME
9742 SW 18th
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

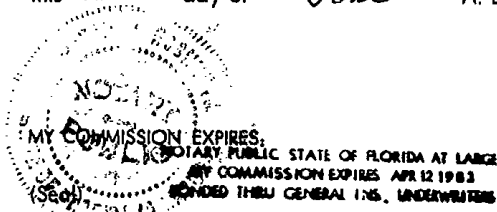
I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

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. Hochmuth
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.

(3.) *Delete - no longer apply*
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,

SPECIAL MEETING
BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION INC.

Instrument prepared by:

Ken W. Mielke
3305 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. IDENTITY -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)

80 073904

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46,60

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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)

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.

Gene V. Sharkey
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 Gene V. Sharkey 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. West
NOTARY PUBLIC

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

63283 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

B3283 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

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

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.

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,

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

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.

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:

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 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.

Barbara M. Spelling
Secretary

(Corporate S

President



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

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