

*prepared by:*  
*Lawrence J. Marchbanks*  
*301 W. Camino Gardens Bl.*  
*Boca Raton, Fla. 33432*

EXHIBIT F

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR IMPROVEMENT AND MAINTENANCE

BARWOOD CONDOMINIUM V, A CONDOMINIUM

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

*Duplicate.*  
*Not included in*  
*Sets distributed to*  
*homeowners.*

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR IMPROVEMENT AND MAINTENANCE  
OF BARWOOD CONDOMINIUM V.

This Declaration of Covenants and Restrictions for Improvement and Maintenance (hereinafter the Declaration), made this 28th day of April, 1978, 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 V, 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 V, 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 V, 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 s. 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 last aforesaid, this 11 day of April, 1978

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 20 1981  
BONDED THREE GENERAL INS. UNDERWRITERS

Barbara D. Newman  
NOTARY PUBLIC

Signed, sealed and delivered  
in the presence of:

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

By: [Signature]

Hail N. Brandt

Attest: [Signature]

STATE OF FLORIDA )  
: ss  
COUNTY OF PALM BEACH )

PERSONALLY APPEARED before me, the undersigned authority,  
as Hail N. Brandt  
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 28<sup>th</sup> day of April, 1978.

Hail N. Brandt  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEP 1 1978  
BONDED THREE GENERAL INS. UNDERWRITERS

EXHIBIT B  
LEGAL DESCRIPTION  
BARWOOD CONDOMINIUM V, A CONDOMINIUM  
OF  
EXHIBIT F  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR IMPROVEMENT AND MAINTENANCE  
TO  
BARWOOD CONDOMINIUM V, A CONDOMINIUM  
PALM BEACH COUNTY, FLORIDA



JOHN A. GRANT, JR., INC.  
Consulting Engineers  
3333 North Federal Highway  
Boca Raton, Florida 33431

Sheet 1 of 2  
JG 100-1948  
June 20, 1977

BUILDING AREA 1-A-1  
LEGAL DESCRIPTION

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 to the Point of Beginning, said point being the Westernmost corner of the aforementioned Block "A"; thence with a bearing of N.  $28^{\circ} 08' 29''$  E., a distance of 292.15 feet to a point; thence with a bearing of S.  $56^{\circ} 05' 28''$  E., a distance of 131.32 feet to a point; thence with a bearing of S.  $28^{\circ} 08' 29''$  W., a distance of 16.14 feet to a point; thence with a bearing of S.  $61^{\circ} 51' 31''$  E., a distance of 52.20 feet to a point; thence with a bearing of S.  $28^{\circ} 08' 29''$  W., 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 105.10 feet to a point lying on the North right-of-way line of S.W. 18th Street; thence with a curve to the right along said North right-of-way line of S.W. 18th Street having a tangent bearing of N.  $56^{\circ} 48' 28''$  W., a radius of 1205.00 feet, an arc length of 15.07 feet to a point; thence with a bearing of N.  $56^{\circ} 05' 28''$  W., a distance of 197.66 feet more or less to the Point of Beginning.

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

BUILDING AREA 1-A-1 (Continued)

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.

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

Containing 1.275 Acres, more or less and subject to easements and rights-of-way of record.



*Prepared by:*  
*Lawrence J. Marchbanks*  
*301 W. Camino Verde Blvd*  
*Boca Raton, Fla. 33432*

DECLARATION OF CONDOMINIUM

BARWOOD CONDOMINIUM V  
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

## SUMMARY OF THE CONDOMINIUM DOCUMENTS

### DECLARATION OF CONDOMINIUM

Pursuant to the provisions of this instrument BARWOOD DEVELOPMENT CORPORATION will submit BARWOOD CONDOMINIUM V , 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 V , a Condominium, is substantially completed. The Declaration together with the exhibits describe each unit and its dimensions, show 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 V , A CONDOMINIUM. The condominium is operated by BARWOOD CONDOMINIUM V , 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 V , 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 of the corporation and sets forth the items of the budget.

### RULES AND REGULATIONS

BARWOOD CONDOMINIUM V , 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 lifestyle 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. These By-Laws set out the guidelines for the day to day operation of the Barwood Condominium Improvement Association, Inc.,

ARTICLES OF INCORPORATION

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 v ASSOCIATION, INC., and BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC).

DECLARATION OF CONDOMINIUM  
FOR  
BARWOOD CONDOMINIUM V , A CONDOMINIUM  
Boca Raton, Florida 33432

Made this 17 day of April, 1978, 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 its 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 V , A CONDOMINIUM.

1.2 The address of this condominium is:  
23249 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 V , 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 V ASSOCIATION, INC., and its successors or 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 expense of, charge to, or assessment by the Association as provided for in this Declaration, the Articles of Incorporation and/or the By-Laws.
- F. Expense of maintenance, operation, repair, administration, and management of Barwood Condominium Improvement Association, 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 of 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, 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.

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 a part hereof by reference.

B. Where more than one typical unit has been acquired by the same 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 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. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

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 horizontal plane of the undecorated finished ceiling.
- B. Lower Boundary: The horizontal 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 on 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 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 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 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 conveyances 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:  $1/36$  - one (1) thirty-sixth (36).

## 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 are not 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 sewer 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.

#### 19.2 / 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 exceeds in cumulative expenditure for the calendar year the sum of Two Thousand (\$2,000.00) Dollars. Any such alteration or improvement shall not interfere with the rights of any unit owner herein that acquires 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.

A. 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.

B. 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.

C. 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.

D. 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.

E. 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 V, and the 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.

A. 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.

B. 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.

C. 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.

D. 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.

E. 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:

A. Notice to Association.

(1) 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.

(2) 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.

(3) 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.

(4) 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.

**B. Certificate of Approval.**

(1) 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 to the By-Laws.

(2) 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.

(3) 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.

**C. 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 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:

A. Sale. If the proposed transaction is a sale, and if the notice of sale given by the unit owner shall so demand, then within 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:

(1) 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 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.

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

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of 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.

(4) 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.

(5) 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.

A. 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.

B. 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:

A. 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.

B. 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 the members eligible to vote thereon. A member whose unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

11.9 Rights of the Developer. Notwithstanding anything herein to the contrary, until the Developer has sold all of the units within BARWOOD CONDOMINIUM V, 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 therefor by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expenses 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 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 as 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 purpose, 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 thereof and therein 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 Encroachment. 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 continuation 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 V 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, with offices or agents in Florida.

15.2 Coverage.

A. 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:

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

(2) 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.

B. 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.

C. 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.

A. 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.

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

(1) 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.

(2) 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.

(3) 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 interest appears. 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 an 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:

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



B. 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.

C. 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.

D. 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.

E. 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:

A. 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.

##### B. Unit Buildings.

(1) 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.

(2) 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.

C. 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 distributed in payment of such costs in the following manner

A. 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.

B. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance

Trustee by the Association from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) 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.

(2) Association - Lesser Damage. If the amount of 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.

(3) 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.

(4) 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.

(5) 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 proceeds 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 the 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 therefor.

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 interest 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.

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 projected 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.

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 provisions 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. Notwithstanding anything herein to the contrary, this Declaration may be amended by the Developer after completion of construction of the condominium to show that the wording of the Declaration and the exhibits attached thereto as a part thereof are correct representations of such building as constructed and that there can be determined from the Declaration and exhibits thereto, as amended, identification, location, dimension and size of the common elements and of the units in said condominium.

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:

A. Not less than seventy-five (75%) 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

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

C. 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 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, or 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 V 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 V, 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 VI, 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 owner 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 therefor.

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 V 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 the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The 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 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 for 1978, the units owned by the Developer shall not be subject to assessments as provided for in this Declaration of Condominium. The 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 V, 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 jurisdiction. 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. After 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, 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 involve 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 on this 19 day of April, 1978.

BARWOOD DEVELOPMENT CORPORATION

By George H. Sparling, President

ATTEST:

Barbara S. Newman  
Pamela Roedel

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 hereto 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 19 day of April, 1978.

Barbara S. Newman  
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 20 1981  
BONDED THRU GENERAL INS UNDERWRITERS

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 V, a Condominium, to consent to the submission of said land to the condominium form of ownership.

EXECUTED this 21st day of APRIL, 1978.

Witnesses:

Linda N. Smalley  
Robert A. Pearson

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

By Arthur G. Martell

Attest: TERRIE M. FLEMING

State of Florida  
County of Palm Beach

PERSONALLY APPEARED before me, the undersigned authority, ARTHUR G. MARTELL and TERRIE M. FLEMING, as VICE PRESIDENT and ASSISTANT 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 use and purposes therein expressed as such officers.

Witness my hand and official seal this 21st day of APRIL, 1978, in the State and County last aforesaid.

Linda N. Smalley  
Notary Public, State of Florida

My Commission Expires:

Dec. 8, 1980



EXHIBIT B

LEGAL DESCRIPTION

DECLARATION OF CONDOMINIUM

FOR

BARWOOD CONDOMINIUM V, A CONDOMINIUM

PALM BEACH COUNTY, FLORIDA



JOHN A. GRANT, JR., INC.  
Consulting Engineers  
3333 North Federal Highway  
Boca Raton, Florida 33431

Sheet 1 of 2  
JG 100-1948  
June 20, 1977

BUILDING AREA 1-A-1  
LEGAL DESCRIPTION

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 to the Point of Beginning, said point being the Westernmost corner of the aforementioned Block "A"; thence with a bearing of N.  $28^{\circ} 08' 29''$  E., a distance of 292.15 feet to a point; thence with a bearing of S.  $56^{\circ} 05' 28''$  E., a distance of 131.32 feet to a point; thence with a bearing of S.  $28^{\circ} 08' 29''$  W., a distance of 16.14 feet to a point; thence with a bearing of S.  $61^{\circ} 51' 31''$  E., a distance of 52.20 feet to a point; thence with a bearing of S.  $28^{\circ} 08' 29''$  W., 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 105.10 feet to a point lying on the North right-of-way line of S.W. 18th Street; thence with a curve to the right along said North right-of-way line of S.W. 18th Street having a tangent bearing of N.  $56^{\circ} 48' 28''$  W., a radius of 1205.00 feet, an arc length of 15.07 feet to a point; thence with a bearing of N.  $56^{\circ} 05' 28''$  W., a distance of 197.66 feet more or less to the Point of Beginning.

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

BUILDING AREA 1-A-1 (Continued)

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.

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

Containing 1.275 Acres, more or less and subject to easements and rights-of-way of record.

EXHIBIT C  
ARTICLES OF INCORPORATION  
OF  
BARWOOD CONDOMINIUM V ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM  
OF  
BARWOOD CONDOMINIUM V, A CONDOMINIUM  
PALM BEACH COUNTY, FLORIDA

ARTICLES OF INCORPORATION

OF

BARWOOD CONDOMINIUM V ASSOCIATION, INC.

APPROVED  
AND  
FILED

MAY 4 12 56 PM 1978

FLORIDA DEPT. OF STATE  
CORPORATIONS DIVISION  
TALLAHASSEE, FLORIDA

The undersigned hereby associate themselves for the purpose of forming a corporation not for the profit under Chapter 608, Florida Statutes, and certify as follows:

ARTICLE I

The name of the corporation shall be:

BARWOOD CONDOMINIUM V 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 V, 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 V , 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 V 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 five (5) 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 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:

NameAddress

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 33432ARTICLE XIIIRegistered Agent

The initial registered agent of the Association shall be GEORGE H. SPARLING, whose address is 23247 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 23247 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, 23249 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 19 day of April, 1978.

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 19 day of April, 1978.

Barbara J. Neuman  
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 20 1981  
BONDED TRU GENERAL INS. UNDERWRITERS

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

DECLARATION OF CONDOMINIUM  
FOR

BARWOOD CONDOMINIUM V, A CONDOMINIUM  
PALM BEACH COUNTY, FLORIDA

BY-LAWS

OF

BARWOOD CONDOMINIUM V 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 V 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 V, A CONDOMINIUM.

1.1 The office of the Association shall be at 23247 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 V, 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 V, 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 exist 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.

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 assessment for current expenses for the succeeding year, or to fund reserve

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 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 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 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 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 installment 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 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 certificate and a copy of the amendment are recorded in the public records of Palm Beach County, Florida.

9.4 Developer. Notwithstanding the foregoing provision 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 V 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 15th day of May, 1978.

Barbara M. Sparling  
BARBARA M. SPARLING, Secretary

APPROVED:

George H. Sparling  
GEORGE H. SPARLING  
PRESIDENT

(CORPORATE SEAL)

EXHIBIT ONE

BARWOOD CONDOMINIUM V, A CONDOMINIUM  
Approval of Transfer

Pursuant to the provisions of the Declaration of Condominium of BARWOOD CONDOMINIUM V, A CONDOMINIUM, the BARWOOD CONDOMINIUM V 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., 1977.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



EXHIBIT E

RULES AND REGULATIONS

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

BARWOOD CONDOMINIUM V 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, lessers, 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 <sup>President</sup> ~~Manager~~ of BARWOOD CONDOMINIUM V 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 <sup>President</sup> ~~Manager~~ of BARWOOD CONDOMINIUM V 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: *OK*

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 another 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. Any 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~~ (16) years of age are not permitted as residents. ~~XXXXXX~~

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, 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 awning 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



windows, doors, and balconies or terraces. Members shall remove all loose objects or movable objects from the balconies during 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 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 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 whatsoever 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 w

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 all 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. 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 with 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, 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 remove hurricane shutters.

23. Owners shall notify the <sup>Resident Manager</sup> ~~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 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 ASSOCIATION, INC., which is filed of record in Palm Beach County, specifies 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 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 where the Association is the lessee.
- H. No condominium unit may be leased for a period 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  
V ASSOCIATION, INC.

GEORGE H. SPARLING  
President

BARBARA M. SPARLING  
Secretary

JOHN B. SPARLING  
Treasurer



EXHIBIT F

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR IMPROVEMENT AND MAINTENANCE

BARWOOD CONDOMINIUM V, A CONDOMINIUM

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

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR IMPROVEMENT AND MAINTENANCE  
OF BARWOOD CONDOMINIUM V.

This Declaration of Covenants and Restrictions for Improvement and Maintenance (hereinafter the Declaration), made this 28th day April, 1978, 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 V, 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 V, 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 V, 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 improvement 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.

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 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 Covenants and Restrictons 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, 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 27 day of April, 1978.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 20 1981  
BONDED THROUGH GENERAL INS. UNDERWRITERS

Barbara S. Neuman  
NOTARY PUBLIC

Signed, sealed and delivered  
in the presence of:

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

William J. Brandt

By: William J. Brandt

Neil N. Brandt

Attest: Neil N. Brandt

STATE OF FLORIDA )  
: SS  
COUNTY OF PALM BEACH )

William J. Brandt PERSONALLY APPEARED before me, the undersigned authority, as 16304 1/2 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 28th day of April, 1978.

Neil N. Brandt  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEP 1 1979  
BONDED THROUGH GENERAL INS. UNDERWRITERS

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 V, 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; then 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 213.94 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 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.

EXHIBIT B  
LEGAL DESCRIPTION  
BARWOOD CONDOMINIUM V, A CONDOMINIUM  
OF  
EXHIBIT F  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR IMPROVEMENT AND MAINTENANCE  
TO  
BARWOOD CONDOMINIUM V, A CONDOMINIUM  
PALM BEACH COUNTY, FLORIDA

JOHN A. GRANT, JR., INC.  
Consulting Engineers  
3333 North Federal Highway  
Boca Raton, Florida 33431

Sheet 1 of 2  
JG 100-1948  
June 20, 1977

BUILDING AREA 1-A-1  
LEGAL DESCRIPTION

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 to the Point of Beginning, said point being the Westernmost corner of the aforementioned Block "A"; thence with a bearing of N.  $28^{\circ} 08' 29''$  E., a distance of 292.15 feet to a point; thence with a bearing of S.  $56^{\circ} 05' 28''$  E., a distance of 131.32 feet to a point; thence with a bearing of S.  $28^{\circ} 08' 29''$  W., a distance of 16.14 feet to a point; thence with a bearing of S.  $61^{\circ} 51' 31''$  E., a distance of 52.20 feet to a point; thence with a bearing of S.  $28^{\circ} 08' 29''$  W., 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 105.10 feet to a point lying on the North right-of-way line of S.W. 18th Street; thence with a curve to the right along said North right-of-way line of S.W. 18th Street having a tangent bearing of N.  $56^{\circ} 48' 28''$  W., a radius of 1205.00 feet, an arc length of 15.07 feet to a point; thence with a bearing of N.  $56^{\circ} 05' 28''$  W., a distance of 197.66 feet more or less to the Point of Beginning.

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

BUILDING AREA 1-A-1 (Continued)

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.

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

Containing 1.275 Acres, more or less and subject to easements and rights-of-way of record.



EXHIBIT G

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR IMPROVEMENT AND MAINTENANCE  
RECREATION FACILITIES, BARWOOD CONDOMINIUM V

DECLARATION OF CONDOMINIUM  
FOR  
BARWOOD CONDOMINIUM V, 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 24th day of April, 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.

## 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 each 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 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 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 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 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. Invalidity 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

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 24<sup>th</sup> day of April, 1974.

James K. W. [Signature]  
Notary Public, State of Florida

My Commission Expires:

May 18, 1977



EXHIBIT 1

LEGAL DESCRIPTION OF  
RECREATION FACILITIES

OF

BARWOOD CONDOMINIUM V, A CONDOMINIUM

TO

EXHIBIT G

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR IMPROVEMENT AND MAINTENANCE  
RECREATION FACILITIES, BARWOOD CONDOMINIUM V

DECLARATION OF CONDOMINIUM  
FOR  
BARWOOD CONDOMINIUM V, 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;



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.

PALM OFF 2874 PAGE 122  
BEACH REC



EXHIBIT 2

LEGAL DESCRIPTION OF PROPERTY  
TO BE SERVED BY  
RECREATION FACILITIES AT BARWOOD  
(ALL PHASES) CONDOMINIUM

BARWOOD CONDOMINIUM V, A CONDOMINIUM

TO

EXHIBIT G

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR IMPROVEMENT AND MAINTENANCE  
RECREATION FACILITIES, BARWOOD CONDOMINIUM.

DECLARATION OF CONDOMINIUM

FOR  
BARWOOD CONDOMINIUM V, 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 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

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

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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 V , A CONDOMINIUM

PALM BEACH COUNTY, 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.

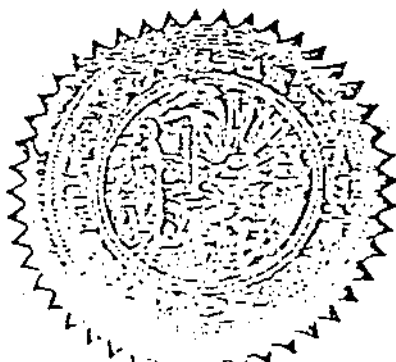
filed in this office on the 23rd day of March,

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.

SECRETARY OF STATE



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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.

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 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. Director 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-

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

## Resident Agent

## ARTICLE XVII

## ARTICLE XVIII

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WITNESS my hand and official seal at Boca Raton, said  
State and County, on the 21ST day of JANUARY, 1976.

Madeline C. Remark  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Sept. 25, 1978  
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 "V", 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 V, A CONDOMINIUM

TO

EXHIBIT H

ARTICLES OF INCORPORATION

BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM  
FOR

BARWOOD CONDOMINIUM V, A CONDOMINIUM  
PALM BEACH COUNTY, FLORIDA

## LEGAL DESCRIPTION

### RECREATION FACILITIES, BARWOOD CONDOMINIUM V.

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 westerly, 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 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.  $19^{\circ} 01' 23''$  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.



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

DECLARATION OF CONDOMINIUM  
FOR  
BARWOOD CONDOMINIUM V , 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.

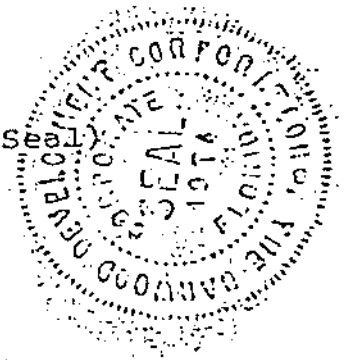
11.2 If any irreconcilable conflicts should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Articles of Incorporation or the Declaration of Covenants and Restrictions for Improvement and Maintenance, the provisions of the Declaration of Covenants and Restrictions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

(Corporate Seal)



Approved:

Barbara M. Spelling  
President



EXHIBIT J

DECLARATION OF CONDOMINIUM

FOR

BARWOOD CONDOMINIUM V, A CONDOMINIUM

PALM BEACH COUNTY, FLORIDA

INSURANCE TRUST AGREEMENT



## INSURANCE TRUST AGREEMENT

MADE this 15<sup>th</sup> day of May, 1978, between BARWOOD CONDOMINIUM V 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 V, a condominium. The Declaration of Condominium dated \_\_\_\_\_, 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 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 restore 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, remittance 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 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

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 of 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:

BARWOOD CONDOMINIUM ASSOCIATION V, INC.

By

George H. Sparling, President

ATTEST:

Barbara M. Sparling, Secretary

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 V, a Condominium, to consent to the submission of said land to the condominium form of ownership.

EXECUTED this 11 day of May, 1978.

WITNESSES:

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

By [Signature]  
Vice President

Dinda N. Smalley

ATTEST: [Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Personally appeared before me, the undersigned authority, [Signature] and [Signature] as Vice President and [Signature] 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 Mortgagee for the uses and purposes therein expressed as such officers.

Witness my hand and official seal this 1<sup>st</sup> day of May, 1978, in the state and county last aforesaid.

Dinda N. Smalley  
Notary Public, State of Florida

My Commission Expires:

Dec 8, 1980

JOHN A. GRANT, JR., INC.

Consulting Engineers

3333 North Federal Highway

Boca Raton, Florida 33431

Sheet 1 of 2

JG 100-1948

June 20, 1977

BUILDING AREA 1-A-1  
LEGAL DESCRIPTION

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 to the Point of Beginning, said point being the Westernmost corner of the aforementioned Block "A"; thence with a bearing of N.  $28^{\circ} 08' 29''$  E., a distance of 292.15 feet to a point; thence with a bearing of S.  $56^{\circ} 05' 28''$  E., a distance of 131.32 feet to a point; thence with a bearing of S.  $28^{\circ} 08' 29''$  W., a distance of 16.14 feet to a point; thence with a bearing of S.  $61^{\circ} 51' 31''$  E., a distance of 52.20 feet to a point; thence with a bearing of S.  $28^{\circ} 08' 29''$  W., 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 105.10 feet to a point lying on the North right-of-way line of S.W. 18th Street; thence with a curve to the right along said North right-of-way line of S.W. 18th Street having a tangent bearing of N.  $56^{\circ} 48' 28''$  W., a radius of 1205.00 feet, an arc length of 15.07 feet to a point; thence with a bearing of N.  $56^{\circ} 05' 28''$  W., a distance of 197.66 feet more or less to the Point of Beginning.

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

BUILDING AREA 1-A-1 (Continued)

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.

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

Containing 1.275 Acres, more or less and subject to easements and rights-of-way of record.



PREPARED BY - RETURN TO:  
 LAWRENCE J. MARCHBANKS, ESQ.  
 REYNOLDS & MARCHBANKS  
 301 West Camino Gardens Blvd.  
 Boca Raton, Florida 33432

AMENDMENT TO DECLARATION OF CONDOMINIUM

FOR

BARWOOD CONDOMINIUM V, A CONDOMINIUM

As recorded in O. R. Book 2874, Pages 17, et seq.

THIS AMENDMENT, to the Declaration of Condominium for BARWOOD CONDOMINIUM V, a CONDOMINIUM, made by BARWOOD DEVELOPMENT CORPORATION (the "developer"), a Florida corporation, for itself, its successors and assigns;

WITNESSETH:

WHEREAS, Developer executed the Declaration of Condominium for BARWOOD CONDOMINIUM V, a CONDOMINIUM (the "Condominium"), which was filed June 9, 1978, and is recorded in Official Records Book 2874, Pages 17, et seq., of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, Paragraph 19.1 of Article 19 of the Declaration authorizes Developer to amend the Declaration after completion of construction to show that the wording of the Declaration and the Exhibits annexed thereto as a part thereof are a correct representation of such building as constructed, and that there can be determined from the Declaration and Exhibits thereto, as amended hereby, the identification, location, dimensions and size of the Common Elements and of each Unit in said building or group of buildings; and

28.60  
 WHEREAS, construction of the Condominium has been completed and the completed improvements constituting the Condominium have been surveyed by a registered land surveyor and architect who have certified that there can be determined from the wording of the Declaration, and the Exhibits annexed thereto as a part thereof, the identification, location, dimensions and size of the Common Elements and of each Unit of the condominium building.

PALM BEACH REC 2985 PAGE 1010

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NOW, THEREFORE, in consideration of the premises, Developer hereby amends the Declaration as follows:

1. Attached hereto and made a part hereof and of the Declaration is the Certification of John A. Grant, Jr., Florida Registered Engineer No. 5648, Florida Registered Land Surveyor No. 1141, dated December 26, 1978, certifying that there can be determined from the wording of the Declaration as a part hereof, as amended by the revised site plan and survey and elevation plans attached thereto and hereinafter described, the identification, location, dimensions and size of the Common Elements and of each Unit of the Condominium. As part of said Certification and made a part hereof and of the Declaration are:

- (a) Revised survey and site plan of the Condominium consisting of one page, prepared by John A. Grant, Jr., Engineer, Boca Raton, Florida, which revised survey and site plan evidences and reflects the location of the building of the Condominium as constructed. The survey and site plan contained in the Declaration, as originally executed and recorded, as Exhibit "A", consisting of one page (O. R. Book 2874, Page 53), is hereby superseded and replaced in its entirety by the revised survey and site plan attached to this Amendment.
- (b) Revised elevation plans constituting a partial graphic description of improvements of the Condominium, consisting of four pages, prepared by John A. Grant, Jr., Registered Engineer, Boca Raton, Florida, which revised elevation plans evidence and reflect the elevations of the building of the Condominium as constructed. The elevation plans contained in the Declaration, as originally executed and recorded, as sheets 2, 3, 4 and 5 of

Exhibit "A" (O. R. Book 2874, Pages 54 through 57), are hereby superseded and replaced in their entirety by the revised elevation plans attached to this Amendment.

2. This Amendment to the Declaration constitutes an Amendment authorized and required by Article 19, Paragraph 19.1, of the Declaration and evidences and reflects that all of the improvements delineated in Exhibit "A" of the Declaration, as amended hereby, have been fully completed. Developer hereby ratifies, approves and confirms the Declaration, as amended hereby, and declares that, except as amended hereby, the same remains in full force and effect in every respect, including, without limitation, the percentage of Common Elements, Common Surplus and Common Expenses as set forth therein, which percentage in Common Elements, Common Surplus and Common Expenses are hereby specifically ratified, approved and confirmed by Developer.

3. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration, the revised survey and site plan and elevation plans, and the Certificate attached thereto shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration of Condominium of BARWOOD CONDOMINIUM V, a CONDOMINIUM, as recorded in Official Records Book 2874, Pages 17, et seq., of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to the Declaration of Condominium of BARWOOD CONDOMINIUM V, a CONDOMINIUM to be executed, and its corporate seal to be hereunto affixed, by its undersigned, duly authorized officers, the 2nd day of January, 1979.

Witnesses:

*John H. Sparling*  
*John H. Sparling*

BARWOOD DEVELOPMENT CORPORATION:

By: *George H. Sparling*  
 George H. Sparling, President

Attest: *Barbara M. Sparling*  
 Barbara M. Sparling, Secretary  
 (Corporate Seal)

- 3 -

PALM BEACH REC 2985 PAGE 1012

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing Amendment to Declaration of Condominium of BARWOOD CONDOMINIUM V, a CONDOMINIUM, was acknowledged before me this 2nd day of January, 1979, by George H. Sparling and Barbara M. Sparling, who are President and Secretary respectively of BARWOOD DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation.

*John H. Sparling*  
Notary Public, State of Florida

My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 27 1980  
BONDED THRU GENERAL INS. UNDERWRITERS

JOINDER OF MORTGAGEE

BOCA RATON FEDERAL SAVINGS & LOAN ASSOCIATION OF BOCA RATON, as Mortgagee, hereby ratifies, approves and consents to the foregoing Amendment to Declaration of Condominium of BARWOOD CONDOMINIUM V, a CONDOMINIUM, this 2nd day of January, 1979.

Witnesses:

BOCA RATON FEDERAL SAVINGS & LOAN  
ASSOCIATION OF BOCA RATON:

*H. H. Newman*  
*Nancy L. Warner*

By: *Arthur G. Martell*  
Vice President  
Attest: *Bernadette J. Veneski*  
*Linda H. Smalley*

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing Joinder of Mortgagee to the Amendment of Declaration of Barwood Condominium V, a Condominium, was acknowledged before me this 2nd day of January, 1979, by Arthur G. Martell and Linda H. Smalley, as Vice-President and Assistant Secretary respectively of BOCA RATON FEDERAL SAVINGS & LOAN ASSOCIATION OF BOCA RATON, for the uses and purposes therein expressed as such officers.

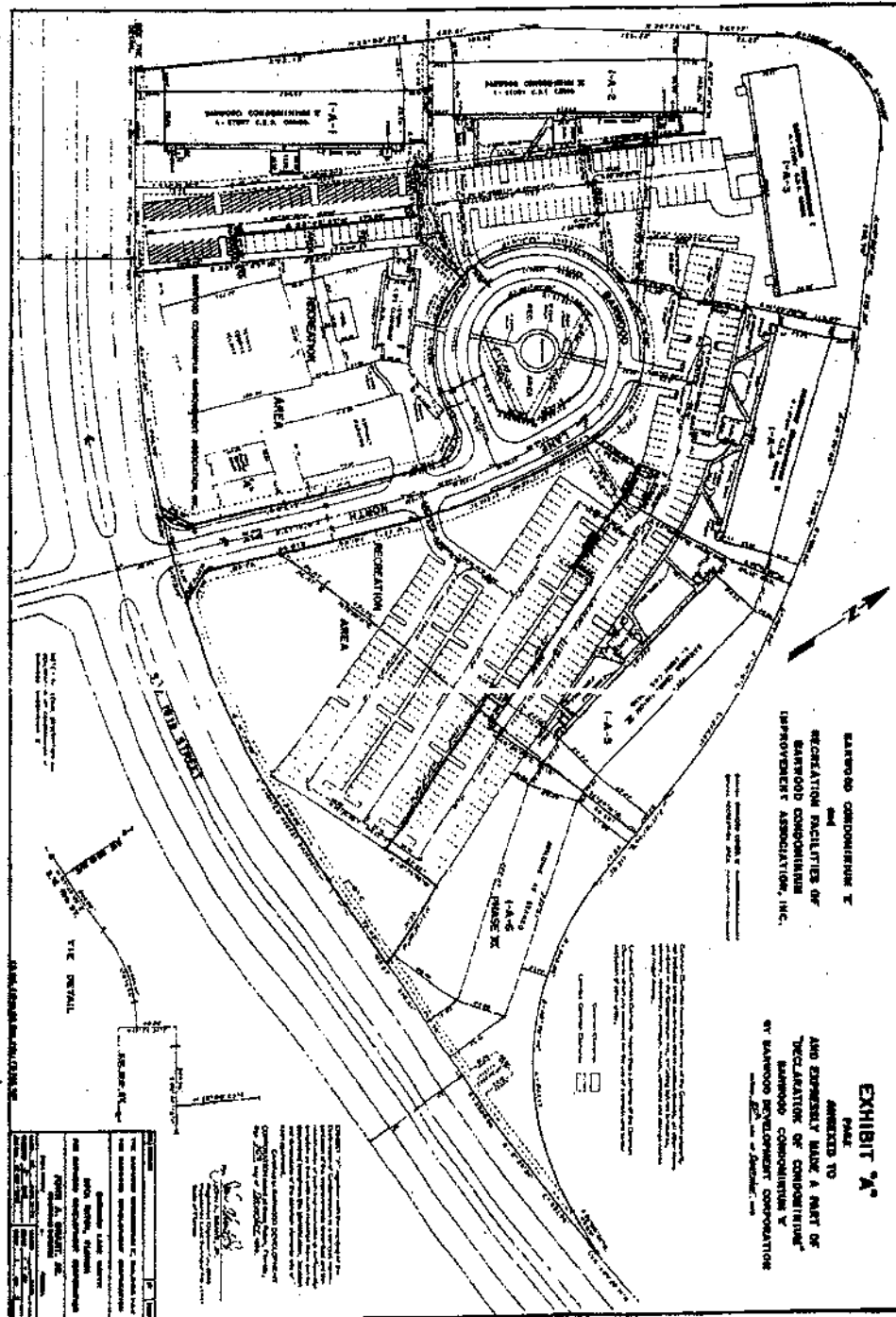
*Nancy L. Warner*  
Notary Public, State of Florida

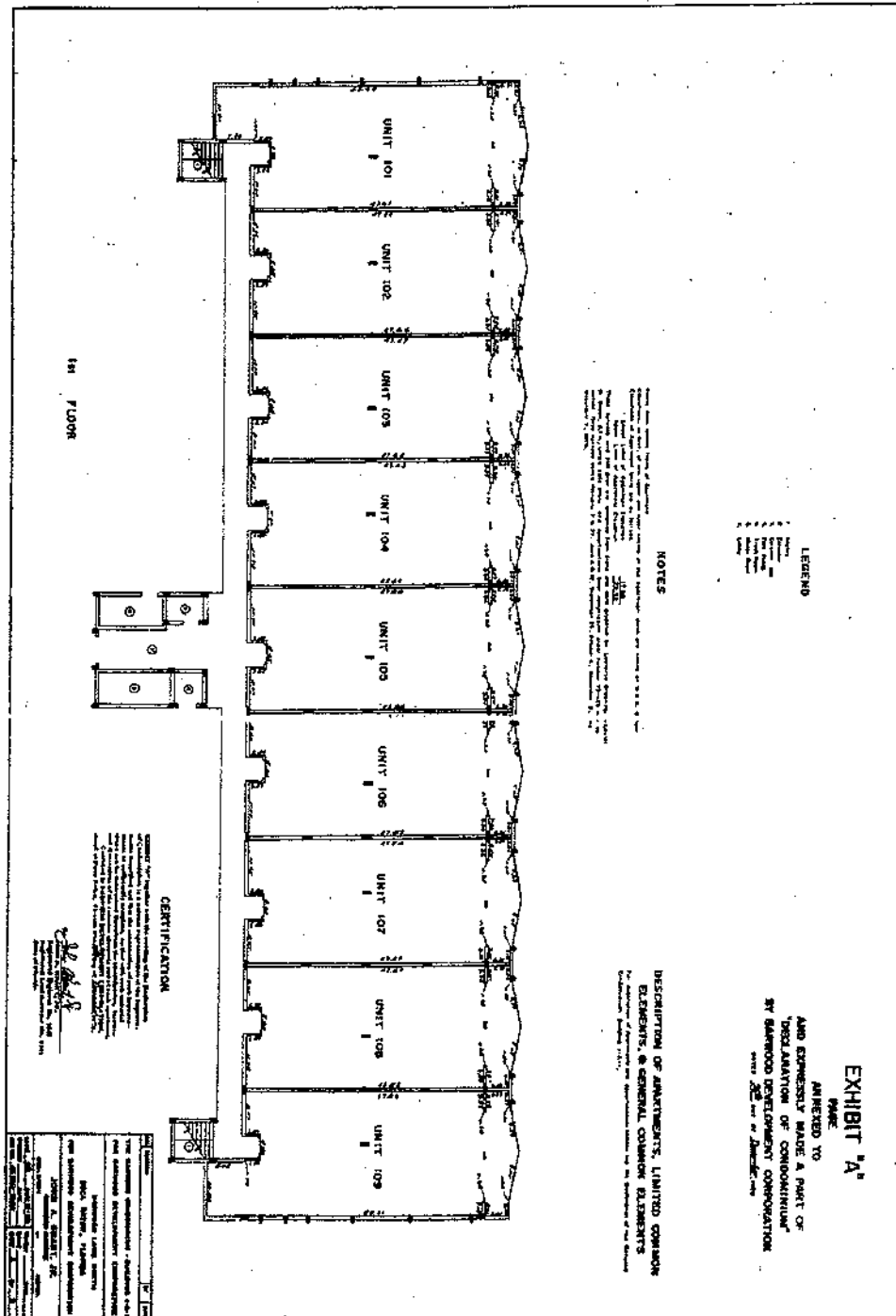
My commission expires:

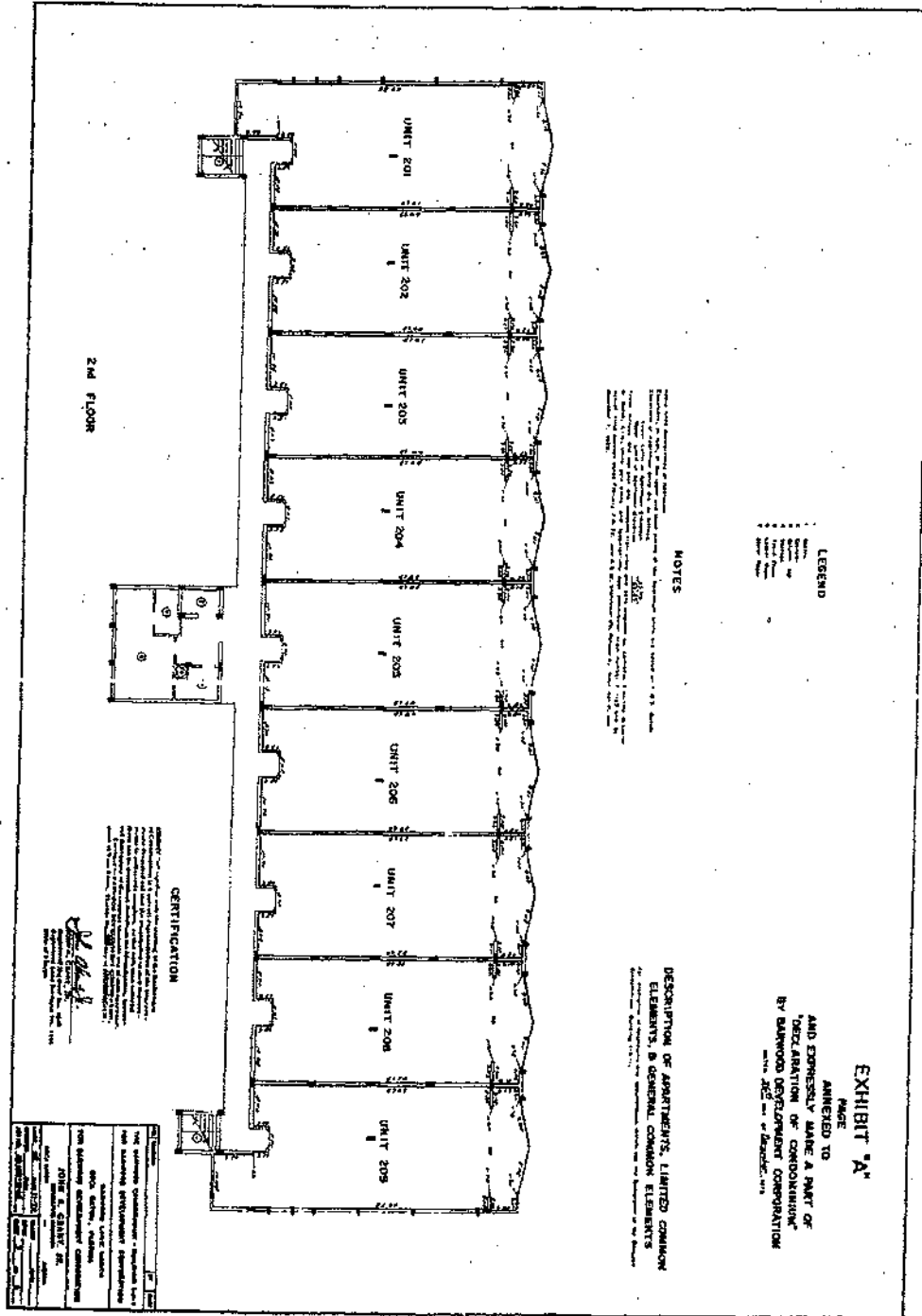
*June 2, 1981*

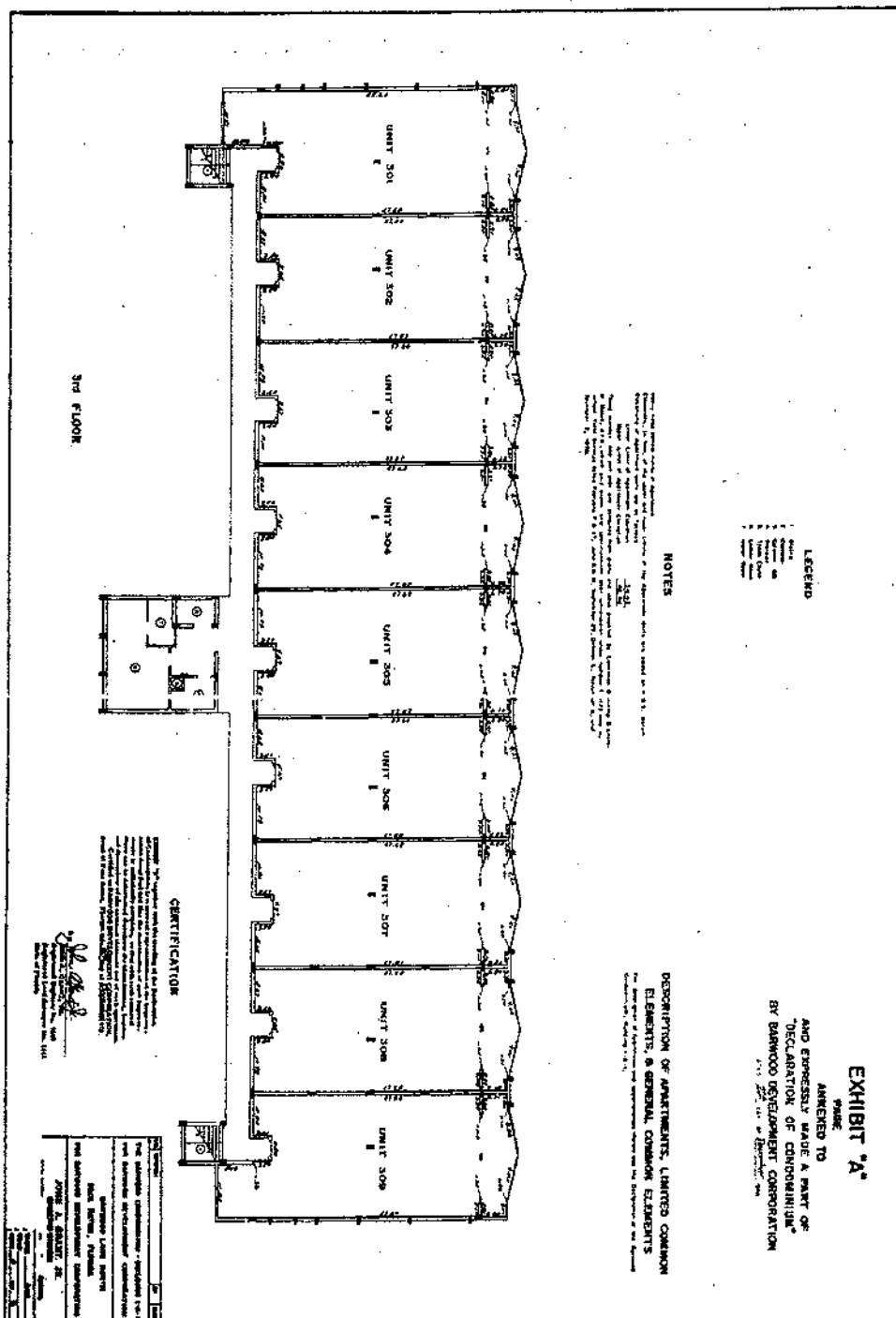
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BEACH REC 2985 PAGE 1013

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















SPECIAL MEETING  
BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION INC.

Instrument prepared

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)

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

*JMP*  
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.

*JMP*  
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 5:30 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  $\frac{2}{3}$  of the entire membership of the Board of Directors and by not less than  $\frac{2}{3}$  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 J. [Signature]  
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 Irene 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

[Signature]  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG 27 1980  
NOTARY PUBLIC GENERAL

B3283 P1180



See Page P0326 for  
rental information.

Return to:  
THIS INSTRUMENT PREPARED BY:  
DUNCAN J. FARMER, ESQ.  
BUCHANAN INGERSOLL  
PROFESSIONAL CORPORATION  
5550 GLADES ROAD, SUITE 400  
BOCA RATON, FLORIDA 33431

AMENDMENT TO DECLARATION OF  
CONDOMINIUM OF BARWOOD  
CONDOMINIUM V, A CONDOMINIUM

THIS AMENDMENT is made to the Declaration of Condominium for Barwood Condominium V, A Condominium, as recorded in the Public Records of Palm Beach County, Florida, O.R. Book 2874, Page 17, et seq.

(1) On January 13, 1986, at a duly noticed and authorized Special Meeting of the members of Barwood Condominium V Association, the following amendment to the Declaration of Condominium of Barwood Condominium V was approved and adopted.

(2) The Declaration of Condominium is amended to repeal Section 11 thereof and substitute therefor the following:

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.

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

B. 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.

C. 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.

D. 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.

E. 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.

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### 11.2 Prohibited Sales and Purchases.

A. Sales to Corporations. No unit owner may dispose of a unit or any interest therein by sale to a corporation.

B. Purchases for Investment. No unit owner may dispose of a unit or any interest therein to any person purchasing for investment and not occupancy.

11.3 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:

#### A. Notice to Association.

1. 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 purchase 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.

(2) 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.

(3) 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.

(4) 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.

B4794 P0316



B. Certificate of Approval.

(1) 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 to the By-Laws.

(2) 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.

(3) 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.

11.4 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:

A. Sale. If the proposed transaction is a sale, and if the notice of sale given by the unit owner shall so demand, then within 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:

84794 P0317

(1) 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 who shall base their determination on 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.

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

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of 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.

(4) 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.

(5) 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.

11.5. 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.

84794 P0318

11.6 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 acquired 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.

11.7 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.

11.8 Notice of Lien or Suit.

A. 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.

B. 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.

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

A. 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.

B. Limitation. If at any one time the Association becomes the owner or agreed purchaser of fifteen

B4794 P0319

(15) or more units, it may not purchase any additional unit without the prior written approval of seventy-five (75%) percent of the members eligible to vote thereon. A member whose unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

(3) When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration shall be incorporated by reference and made a part, as fully as if set forth therein, of the Declaration of Condominium of BARWOOD CONDOMINIUM ASSOCIATION V, A CONDOMINIUM, recorded in Official Records Book 2874, Page 17 et seq., of the Public Records of Palm Beach County, Florida.

04794 P0320

CERTIFICATE

We, the undersigned, as President and Secretary of BARWOOD CONDOMINIUM V ASSOCIATION, INC., hereby certify that the attached Amendments to the Declaration of Condominium of BARWOOD CONDOMINIUM V, A CONDOMINIUM, were duly adopted at a Special Meeting of the Association held on January 13, 1986.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures on this 12th day of February, 1986.

WITNESSES:

Jay A. Williams

Daniel R. Cassetta  
President

W. M. M.

Jay A. Williams

Margaret L. Hufert  
Secretary

W. M. M.

[SEAL]

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

SS

Be it known that on the 12th day of February, 1986, before me, a duly authorized notary in and for the State of Florida, County of Palm Beach, personally came and appeared

Daniel R. Cassetta and Margaret L. Hufert to me personally known and known to me to be the President and Secretary, respectively, of BARWOOD CONDOMINIUM V ASSOCIATION, INC., a Florida corporation, and they acknowledged executing the within Certificate freely and voluntarily under authority duly vested in them by said corporation.

Emily C. Kofinski  
Notary Public  
State of Florida at Large

My Commission Expires:

0122D  
NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXP. SEPT 3, 1988  
BONDED THRU GENERAL INS. UND.

84794 P0321



Return to:

THIS INSTRUMENT PREPARED BY  
DUNCAN J. FENNER, INC.  
BUCINNIAN ENGINEERS  
PROFESSIONAL CORPORATION  
5550 GLADES ROAD, SUITE 200  
BOCA RATON, FLORIDA 33491

#### ARTICLES OF AMENDMENT

(1) The name of the corporation is BARWOOD CONDOMINIUM V ASSOCIATION, INC.

(2) The Articles of Incorporation of the corporation are recorded in the Official Records of Palm Beach County, Florida, in O.R. Book 2874, Pages 61 through 69 as part of the Declaration of Condominium of Barwood Condominium V, a Condominium.

(3) The Articles of Incorporation are amended to repeal Article III thereof and substitute therefor the following:

#### 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.

84794 P0322

(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.

(k) To enforce the rules and regulations of the Association by the imposition of fines to the extent permitted under Florida law.

(4) The Articles of Incorporation are further amended to repeal Article IX thereof and substitute therefor the following:

#### 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. Such approval must be by not less than a majority of the votes of the entire membership of the Association.

B4794 P0323



CERTIFICATE

We, the undersigned, as President and Secretary of BARWOOD CONDOMINIUM V ASSOCIATION, INC., hereby certify that the attached Amendments to the Articles of Incorporation of BARWOOD CONDOMINIUM V ASSOCIATION, INC., are duly adopted at a Special Meeting of the Association held on January 13, 1986.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures on this 12th day of February, 1986.

WITNESSES:

Jay A. Williams

Daniel R. Cassetta  
President

W. H. Moore

Jay A. Williams

Margaret L. Hufart  
Secretary

W. H. Moore

(SEAL)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS

Be it known that on the 12th day of February, 1986, before me, a duly authorized notary in and for the State of Florida, County of Palm Beach, personally came and appeared Daniel R. Cassetta and Margaret L. Hufart to me personally known and known to me to be the President and Secretary, respectively, of BARWOOD CONDOMINIUM V ASSOCIATION, INC., a Florida corporation, and they acknowledged executing the within Certificate freely and voluntarily under authority duly vested in them by said corporation.

Emily R. English  
Notary Public  
State of Florida at Large

My Commission Expires:

0121D

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT 3, 1989  
BONDED THRU GENERAL INS. CO.

84794 P0324



Return to:

THIS INSTRUMENT PREPARED BY:  
DUNCAN J. FARMER, ESQ.  
BUCHANAN INCORPORATED  
PROFESSIONAL CORPORATION  
5550 GLADES ROAD, SUITE 400  
BOCA RATON, FLORIDA 33431

AMENDMENTS TO BY-LAWS OF  
BARWOOD CONDOMINIUM V ASSOCIATION, INC.

(1) Article 3, sub-Article 3.1, of the By-Laws of BARWOOD CONDOMINIUM V ASSOCIATION, INC., is hereby amended to read as follows:

3. DIRECTORS.

3.1 MEMBERSHIP. The affairs of the Association shall be managed by a Board of Directors which shall consist of seven (7) Association members, not more than two (2) of whom may be (but are not required to be) part-time residents.

(2) Article 9 of the By-Laws of BARWOOD CONDOMINIUM V ASSOCIATION, INC., is hereby repealed and the following is substituted therefor:

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, a majority vote of the entire membership of the Association shall be required to amend the By-Laws of the Association.

9.3 A copy of each amendment to the By-Laws of the Association 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.

(3) The By-Laws of BARWOOD CONDOMINIUM V ASSOCIATION, INC., are hereby amended to add Article 12 to the By-Laws which shall state:

84794 P0325

12. LEASES. Leases of condominium units by owners shall be limited to one (1) four-month lease during any two (2) year period, subject to the exercise of discretion by the Board of Directors to extend such period to a maximum of ten months in appropriate circumstances upon application pursuant to the appropriate provisions of the Declaration of Condominium for BARWOOD CONDOMINIUM V, A CONDOMINIUM.

(4) The By-Laws of BARWOOD CONDOMINIUM V ASSOCIATION, INC., are hereby amended to add Article 13 to the By-Laws which shall state:

13. ACCESS TO KEYS BY ASSOCIATION. All members of the Association shall be required, when planning to be absent from the condominium for a time period of more than twenty-four (24) hours, to leave a key to their unit with the Association, or to leave a key with another unit owner not absent from the condominium and advising the Association of that person's identity.

84794 P0326

**CERTIFICATE**

We, the undersigned, as President and Secretary of BARWOOD CONDOMINIUM V ASSOCIATION, INC., hereby certify that the attached Amendments to the By-Laws of BARWOOD CONDOMINIUM V ASSOCIATION, INC., were duly adopted at a Special Meeting of the Association held on January 13, 1986.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures on this 12th day of February, 1986.

WITNESSES:

*[Signature]*

*[Signature]*  
President

*[Signature]*

*[Signature]*

*[Signature]*  
Secretary

*[Signature]*

[SEAL]

STATE OF FLORIDA            )  
                                  )   SS  
COUNTY OF PALM BEACH    )

Be it known that on the 12th day of February, 1986, before me, a duly authorized notary in and for the State of Florida, County of Palm Beach, personally came and appeared Daniel R. Cassetta and Margaret L. Hufart to me personally known and known to me to be the President and Secretary, respectively, of BARWOOD CONDOMINIUM V ASSOCIATION, INC., a Florida corporation, and they acknowledged executing the within Certificate freely and voluntarily under authority duly vested in them by said corporation.

*[Signature]*  
Notary Public  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT 3, 1989  
BONDED THRU GENERAL INS. CO.

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

84794 P0327





## Parking Rules for Barwood Condominium V Association



Only automobiles designed primarily to carry passengers are permitted to park on property bound by Barwood Condominium V Association's Declaration of Covenants and Restrictions for Improvement and Maintenance (hereafter "the property"). Boats, boat trailers, house trailers and campers are not permitted to park on such property except commercial vendors while working on repairs in the community or making deliveries. No vehicle may be parked on the property if the vehicle operator is not a resident or guest of the community. Any vehicle which cannot operate on its own power, or which does not have a current state registration may not remain on the property for more than 24 hours. No repair of vehicles may be performed on the property.

Only head in parking is permitted on the 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 plate 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 notice. A second or subsequent violation may cause the vehicle to be towed without further notice at the owner's expense.

## **Moving/Delivery Policy & Procedures – Building 1**

Moving into a new home is exciting—but it can also be a bit hectic. This guide is here to help make the process smoother for everyone involved. It outlines what’s expected of homeowners, movers, and the Board, and how to schedule your move.

Our goal is to protect the common areas and minimize disruption for your neighbors. This includes not just move-ins and move-outs, but also large deliveries like furniture or appliances.

### **What counts as “damage”?**

Damage refers to anything affecting the shared spaces—not your individual unit. Common areas include hallways, elevators, stairwells, lobbies, parking lot, covered parking structures, and other shared property.

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### **Homeowner Responsibilities**

To keep things running smoothly, here’s what you need to do:

#### **1. Pay the security deposit**

- If you’re a tenant, your owner is responsible unless they’ve arranged otherwise.
- The Board won’t get involved in disputes between owners and tenants about who pays.

#### **2. Remind tenants of the rules**

- Make sure they know this policy and any other building rules that apply to their move.

#### **3. Cover any damage**

- Whether it’s caused by you, your tenant, or the movers—you’re responsible.

#### **4. Make sure movers/delivery crews:**

- Use protective materials (corner guards, carpet runners, etc.)
- Stick to approved routes in and out of the building
- Work only during approved hours (9 AM–6 PM weekdays; weekends by exception)
- Bring enough people and equipment to avoid dragging or bumping items
- Clean up after themselves

#### **5. Clean-up requirements**

- You’re responsible for removing all packing materials and debris.
- Any dirt, stains, or spills must be cleaned thoroughly.
- If cleanup isn’t done, the Board will arrange it and bill you.
- Payment is due within 30 days. Late payments may incur fees or liens.

#### **6. Be courteous**



- Try to minimize inconvenience to your neighbors.

## 7. Using a moving pod?

- Get Board approval first for where and how long it can stay.
- If it violates the agreement, you'll need to remove it immediately.

### **Damage Reporting & Repairs**

- If anything goes wrong during a move—damage or a serious mess—please notify the Board right away.
- The area will be inspected and the damage documented.
- We'll schedule cleaning or repairs as soon as possible.
- If you need it handled quickly, we can expedite, but there may be extra fees.
- Costs will be passed along to the responsible homeowner or their movers.

### **Insurance & Liability**

- It's a good idea to confirm that your moving or delivery company has liability insurance that covers damage to third-party property.
- If their coverage doesn't cover the full cost, the homeowner is still responsible for the balance.

### **Booking Your Move**

- Here's how to schedule your move or large delivery:
- **Let us know early**
- Contact the Board President at least 48 hours in advance.
- Provide the company name, contact info, and your move/delivery date and time.
- **Need the elevator?**
- Let us know when you book—approval is required.
- **Wait for confirmation**
- The Board President will confirm your booking or let you know about any conflicts and work with you to find a solution.
- **Stick to the schedule**
- Moves must happen between **9 AM and 6 PM**, unless you get written approval for other times.
- **Pay the security deposit**
- Your reservation isn't official until the deposit is received.

### **Security Deposit**

To reserve your move:

- A **\$200 deposit** is required one week before your scheduled date.
- Make checks payable to: *Barwood Condominium V Association*
- This deposit helps cover any cleaning or damage to shared areas.

### **What happens after the move?**

- If no repairs or cleanup are needed, the full amount is returned.
- If there are costs, they'll be deducted—and if expenses exceed \$200, the remainder will be billed.
- Any unused balance is refunded as soon as possible.



### **Moving Day & Elevator Use**

Let's help things run smoothly and protect our shared spaces:

#### **1. Pre-move walk-through**

- A Board Member will meet with you before the move to review the route and note any existing damage.

#### **2. Elevator reservations**

- If approved for a move, or needed for a large delivery, the elevator must be outfitted with protective pads—provided by the Board and installed by the homeowner or movers.
- Protective Pads are located in the storage area on the 2<sup>nd</sup>, 3<sup>rd</sup>, & 4<sup>th</sup> floor. Residents have the key needed to access the storage area.
- Pads must be returned to the storage area after the move/delivery.

#### **3. Be neighbor-friendly**

- Don't block other vehicles. The "X" zone near the front parking shelters is available for your truck.
- For ground-floor units, please use hallways—not landscaping—to access your home.
- Try to keep elevator downtime to a minimum, especially for neighbors who may need it for accessibility or large items.
- If the elevator wasn't reserved or approved in advance, movers may need to delay items that could cause damage until pads are installed. Any associated costs fall to the Owner.

---

### **? Questions or Help**

Need to book a move, ask a question, or confirm your route?

Reach out to the **Board President** for help coordinating everything.



## Recycling Bin Usage & Cardboard Break-Down Policy



### Purpose:

Residents have experienced difficulty disposing of cardboard boxes, resulting in an overflowing recycling bin and mess in the recycling/garbage room. This policy establishes clear requirements and fines to ensure all cardboard is properly broken down before disposal, keeping shared areas clean and accessible.

### Scope:

This policy applies to all residents, tenants, and occupants of the association's common areas, specifically the recycling/garbage room enclosures.

### Policy Requirements:

- ❖ All cardboard boxes must be broken down (flattened and folded) prior to being placed in the recycling bin.
- ❖ No intact or partially intact boxes may be placed in or around the recycling bin.
- ❖ Residents must dispose of cardboard only in the designated recycling bin after breaking it down.
- ❖ Overflow/Large Quantities: If you have large quantities of flattened cardboard that do not fit in the container, bundle them securely with tape or string and place them beside the recycling bin for collection.
- ❖ Cut-Down Size: For oversized boxes, cut them down to a manageable size.

### Fine Structure:

Fines are assessed per unit address. Each time a violation is documented, the resident's fine increases by \$25 over the previous total.

Infraction Number	Fine Assessed	Total Cumulative Fine
First (after warning)	\$25.00	\$25.00
Second	\$25.00	\$50.00
Third	\$25.00	\$75.00
Fourth & beyond	\$25.00 per infraction Increases by \$25 per infraction	

### Enforcement Procedure

#### 1. Warning Notice:

- ❖ A courtesy notice will be issued on the first observed violation, reminding the resident of the break-down requirement and potential fines.

## 2. Violation Citation:

- ❖ Upon a second or subsequent violation, the association will send a formal citation stating the date of offense and the fine amount due.

## 3. Fine Collection:

- ❖ Fines will be billed to the resident's account and must be paid within 30 days of receipt.
- ❖ Unpaid fines will be treated as an assessment lien in accordance with the association's collection policy.

## 4. Effective Date:

This policy goes into effect on August 1, 2025. All prior practices regarding cardboard disposal are superseded by this policy as of that date.

## 5. Communication:

The association will distribute this policy to each resident as well as post the policy in the recycling/garbage room.

BARWOOD IMPROVEMENT ASS'N. INC.

23243 Barwood Lane N.

Boca Raton, Fl. 33428

These rules are designed to make living in our condominium apartment complex pleasant and comfortable. In living together all of us not only have certain rights but also certain obligations to other apartment owners. We must remember that the restrictions we impose upon ourselves are for our mutual benefit and comfort.

The following rules do not supersede the corporate By-Laws or any other legal obligations. Objectionable behavior is not acceptable even if it is not specifically covered in the rules. Violations by unit owners, employees, guests, lessees, are the responsibility of the unit owner.

The RULES will be ENFORCED as follows:

1. Violations will be called to the attention of the Board of Directors.
2. Disagreements concerning violations will be presented in writing, above a signature, to the Board of Directors.

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REVISED: 11-16-79

04-14-80

06-1980

04-1981

05-11-82

12-15-84

09-11-86

RULES & REGULATIONS

ADOPTED SEPT. 11, 1986

BY THE

BOARD OF DIRECTORS

OF THE

BARWOOD CONDOMINIUM IMPROVEMENT ASS'N., INC.

FACILITIES:

The recreation facilities of the Barwood Condominium Improvement, Ass'n. Inc. are for the exclusive use of Unit Owners, their guests, and lessees.

Any damage to the buildings, recreational facilities or other common areas, and equipment shall be repaired at the expense of the Unit Owner.

RECREATION BUILDING

1. RESERVATIONS FOR THE USE OF THE RECREATION AND CARD ROOMS FOR FUNCTIONS MUST BE APPROVED BY THE CALENDAR CHAIRMAN.
2. BATHING SUITS ARE NOT TO BE WORN IN RECREATION OR CARD ROOMS.
3. FOOD IS NOT PERMITTED IN RECREATION OR CARD ROOMS UNLESS IT IS AN AUTHORIZED FUNCTION OR AUTHORIZED BY THE BOARD OF DIRECTORS.
4. CARD GAMES SHOULD BE CONFINED TO THE CARD ROOM.
5. SMOKING NOT PERMITTED BY LAW OF FLORIDA

USE OF THE RECREATION AND CARD ROOMS

1. BY COMMITTEES

Any day of the week may be reserved with first consideration given to the following:

- (a) Entertainment Committee--who shall establish an ongoing calendar of 90 days in advance with notification to the Calendar Chairman.
- (b) Any other authorized committee shall co-ordinate with the Calendar Chairman.
- (c) Entertainment Committee has the use of all kitchen equipment including paper goods. (plates, cups, napkins, plastic utensils)

2. BY UNIT OWNER

A unit owner who wishes to use the recreation or card room for a private party may do so if the following regulations are followed:

- (a) Authorization must be obtained from the Calendar Chairman.
- (b) A deposit of \$35.00 is required for private parties. The monies must be given to the BIA Treasurer at least two (2) weeks prior to the function. The \$35.00 deposit will be returned after inspection has been made by the Supervisor of Buildings and Grounds and approved. Any damages will be the responsibility of the unit owner.
- (c) Social functions not to exceed legal capacity of 104 persons.
- (d) A unit owner may not give a private party sooner than a four-month interval.
- (e) The recreation room, card room and kitchen shall be restored to the condition in which they were found by 12:00 noon the following day.

RECREATION BUILDING

- (f) ONLY kitchen equipment and cooking utensils are available for private parties.
- (g) Garbage MUST be removed from the premises immediately after the party.

3. BY CONDO BUILDING

A Condo building of Boca Barwood may reserve the recreation or card room by obtaining authorization from the Calendar Chairman. No deposit is required. A Condo building has the use of all kitchen equipment and paper goods. (plates, cups, napkins, plastic utensils)

TABLES AND CHAIRS MUST BE PUT IN PLACE ON FRIDAY AND SATURDAY NIGHTS ONLY

GARBAGE MUST BE REMOVED IMMEDIATELY AFTER EACH FUNCTION

SAUNA

For Adults Only

Anyone using the Sauna must do so at their own risk.

Follow instructions carefully which are posted on the wall.

Wear proper bathing attire.

PROPERTY ACCOUNTABILITY

Nothing is to be removed from the Recreation Building or pool area, maintenance stockrooms or any other common areas. Card tables, chairs, any and all furniture which is a permanent part of the recreational area may not be removed for any reason whatsoever. This furniture will not be loaned to any unit owner.

COMMON AREA

No person is to turn off pumps, switches, clocks, etc. Any unauthorized person (s) who does so will be held responsible for any subsequent damage or expense incurred.

Trees and shrubs are to be trimmed and cut by Authorized Personnel Only.

REVISED: 9-11-86



DOG WALK AREA

This is the only DESIGNATED area to walk a dog. Dog owners must comply with the County Ordinance that dogs be leashed. It is MANDATORY that a bag and scooper be used for CLEAN-UP. THIS RULE DOES NOT APPLY, AS WE NO LONGER HAVE DOGS HERE.

SHUFFLEBOARD COURTS

Walking not permitted on the courts.

No children under 15 years of age may use the courts without adult supervision. For residents and guests only.

Return equipment to designated area upon completion of play..

PARKING

1. The designated area for vehicles other than passenger cars and station wagons shall be the area adjacent to the "Dog Walk" ONLY.
  - (a) Golf carts, Motor Cycles, Vans or any other self-propelled vehicle not longer than 18 ft. shall park in this area.
  - (b) Vehicles with outside visable equipment, such as ladders, pipe, etc., must receive permission to park from the BIA Board of Directors.
  - (c) Permission to park larger vehicles, including boats, trailers and Recreational Vehicles, must be approved by a Building Board Member who in turn must notify the President of BIA Ass'n. This area may be used for a period of forty-eight (48) hours in total for each vehicle.
  - (d) No parked vehicle may be lived in while parked in this area or any other area.
  - (e) No repairs of any kind, except in an emergency, shall be made while parked in this area or in any other Common Area.
  - (f) COVERED PARKING SPACES ARE NOT TO BE RENTED OUT
2. ILLEGALLY PARKED VEHICLES WILL BE TOWED AWAY AT THE EXPENSE OF THE OWNER.  
(Section 715.07 Florida Statute)

POOL AREA

1. SWIMMING HOURS: 8:00 A.M. to 6:00 P.M. (WINTER SEASON)  
7:00 A.M. to 10:00 P.M. (SUMMER SEASON)
2. POOL BLANKET TO BE REMOVED BY AUTHORIZED PERSONNEL ONLY
3. NO LIFE GUARD ON PREMISES---SWIM AT YOUR OWN RISK
4. NO ANIMALS IN POOL AREA
5. NO SPORT EQUIPMENT WITH WHEELS PERMITTED IN POOL AREA
6. SHOWER AND REMOVE SUNTAN OIL BEFORE ENTERING POOL
7. NO FOOD IN POOL AREA
8. BEVERAGES MUST BE IN UNBREAKABLE CONTAINERS
9. PROPER BATHING SUITS MUST BE WORN
10. HAIR LONGER THAN EAR LOBES MUST BE COVERED BY CAP
11. RESERVATION OF FURNITURE NOT PERMITTED
12. FURNITURE TO BE COVERED WHEN USING SUNTAN OIL
13. NO LOOSE ITEMS PERMITTED IN POOL
14. NO SOAP OR SHAMPOO LOTIONS PERMITTED IN THE SHOWER--NO SHAMPOOING OF HAIR
15. NO SITTING ON STEPS--STEPS TO POOL MUST BE USED FOR ENTERING AND LEAVING
16. CHILDREN UNDER 15 YEARS OF AGE MUST BE ACCOMPANIED BY AN ADULT
17. I.D. TAGS MUST BE SHOWN ON REQUEST ?
18. TELEPHONE AND FIRST AID KIT LOCATED IN KITCHEN OF RECREATION BUILDING
- \* 19. ONLY 14 PERSONS AT ONE TIME PERMITTED IN POOL
- \* 20. CHILDREN UNDER 3 YEARS OF AGE ARE NOT PERMITTED IN POOL

\* BY ORDER OF THE BOARD OF HEALTH OF PALM BEACH COUNTY

REVISED: 9-11-86

### TENNIS COURTS

1. Tennis Courts are for the use of unit owners and their guests.
2. Courts will be open from 8 A.M. till dusk.
3. Smooth soled tennis shoes ONLY.
4. Proper attire must be worn.
5. Courts are to be relinquished to other players on the hour or on completion of a "set".
6. Beverages, food, smoking, chairs, clothing, etc. are not permitted on the courts.
7. Any damage to the courts by unit owners, guests, or lessees shall be repaired at the expense of the unit owner.
8. Rules and Regulations will be strictly enforced by the Board of Directors.

### TENNIS GUESTS

HOUSE GUEST --- is a sleep-in guest who has all the privileges of the use of the tennis courts as a Unit Owner or Lessee. Children under 15 years of age must be accompanied by an adult.

DAY GUEST --- is a day visitor who must be accompanied by the unit owner when playing. Day guests are permitted to play ONLY 2 DAYS IN ANY ONE MONTH in total. Children under 15 years of age must be accompanied by an adult.

IMMEDIATELY FAMILY GUEST --- include parents, brothers, sisters, their spouses, children and grandchildren. As a HOUSE GUEST or DAY GUEST they have the same privileges as a unit owner. Children under 15 years of age must be accompanied by an adult.

A UNIT OWNER and his immediate family relinquish all privileges of the use of the tennis courts when the unit is leased.

A LESSEE assumes the same privilege of the tennis courts as any resident unit owner.

ABSENTEE UNIT OWNER ---ONLY IMMEDIATE FAMILY GUESTS have the privilege of the use of the tennis courts provided written notification is given to the Board of Directors.



AMENDMENT TO BY-LAWS OF  
BARWOOD CONDOMINIUM V ASSOCIATION, INC.

ORB 5550 Pg 1513

This Amendment is made to the By-Laws of Condominium for Barwood Condominium V Association, Inc., Building 1, 23247 Barwood Lane North, Boca Raton, Florida 33428, as recorded in the Public Records of Palm Beach County, Florida, O.R. Book 2874, Page 93.

Article 24, Leasing or Resale, Paragraph J, is hereby amended to read as follows:

24. LEASING AND RESALE

- J. Absentee owners (owners who do not reside in the unit for at least four months out of each year) cannot have any guests other than members of their immediate family, more than twice a year, for a maximum period of two weeks at a time. Immediate family shall mean mothers, fathers, sisters, brothers, children and grandchildren of unit owners only. Proof of relationship must be established by occupant presenting a notarized affidavit which must be witnessed by a unit owner of Building 1. Prior approval of the Board of Directors is mandatory.

CERTIFICATE

I, the undersigned, as Secretary of BARWOOD CONDOMINIUM V ASSOCIATION, INC., hereby certify that the attached Amendment to the By-Laws of BARWOOD CONDOMINIUM V ASSOCIATION, was duly adopted at the regular monthly meeting of the Association held on December 14, 1987.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature on this 8th day of January, 1988.

WITNESSES:

Barbara C. Miller

Laura D. Leland

Rita M. Anderson  
Rita M. Anderson, Secretary

(SEAL)

STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF PALM BEACH            )

Be it known that on the 8th day of Jan, 1988, before me, a duly authorized notary in and for the State of Florida, County of Palm Beach, personally came and appeared Rita Anderson to me personally known and known to me to be the Secretary of BARWOOD CONDOMINIUM V ASSOCIATION, INC., a Florida corporation, and she acknowledged executing the within Certificate freely and voluntarily under authority duly vested in her by said corporation.

Linda C. Johnson  
Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JULY 31, 1989  
BONDED THRU GENERAL INS. UND.

This document was prepared by:

✓ Rita M. Anderson, Secretary  
Barwood Condominium V Association, Inc.  
23247 Barwood Lane North  
Boca Raton, Florida 33428

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



**AMENDMENT TO BY-LAWS OF  
BARWOOD CONDOMINIUM V ASSOCIATION, INC.**

Article 12 of the By-Laws of BARWOOD CONDOMINIUM V ASSOCIATION, INC., is hereby amended to read as follows:

12. LEASES. Lease of condominium units by owners shall be limited to one (1) four-month lease during any ~~two-year period~~ *12 month period*, subject to the exercise of discretion by the Board of Directors to extend such period to a maximum of ten months in appropriate circumstances upon application pursuant to the appropriate provisions of the Declaration of Condominiums for BARWOOD CONDOMINIUM V, A CONDOMINIUM.





**BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, Inc.**  
**BARWOOD CONDOMINIUM II ASSOCIATION, Inc.**

**Parking and Vehicle Rules and Regulations**

1. Owners and residents of units in Barwood Condominiums I through VI who park vehicles in those parking areas designated, operated and maintained by Barwood Condominium Improvement Association, Inc. are required to register those vehicles with Barwood Condominium Improvement Association, Inc. and affix a parking identification label or sticker to those vehicles kept in the community.
2. Irrespective of the number of residents in a unit, only one (1) vehicle per unit may park in those parking areas designated, operated and maintained by Barwood Condominium Improvement Association, Inc.
3. Owners and residents are required to register those vehicles that are parked on Barwood Condominium Improvement Association, Inc. property by any guest, licensee or invitee for a period of over forty-eight (48) hours.
4. No commercial vehicle, truck, pick-up truck, cargo van, camper, trailer of any kind, boat, boat trailer, watercraft, bus, recreational vehicle, motor home, camper, off-road vehicle, all-terrain vehicle, scooter or other 2-wheel motorized vehicle may be parked or kept on Barwood Condominium Improvement Association, Inc. property.
5. Commercial vehicles are defined as those vehicles with any peripheral accessory, equipment, sign or other indication or outward appearance that indicates such vehicle is used for commercial or business purposes.
6. Commercial vehicles, trucks, pick-up trucks and cargo vans operated by service personnel rendering services to Barwood Condominium Improvement Association, Inc., Barwood Condominiums I through VI or unit owners may be parked on Barwood Condominium Improvement Association, Inc. property for only that period of time during which such services are rendered, but for no longer than eight (8) hours per day.
7. Any vehicle parked or kept on Barwood Condominium Improvement Association, Inc. property is required to have a valid registration and is required to be operational. No rusty vehicles, accidented vehicles, dented and damaged vehicles, non-operational vehicles, vehicles with flat tires or vehicles leaking any fluid or oil may be parked on Barwood Condominium Improvement Association, Inc. property at any time. No vehicle may be stored or used for storage purposes on Barwood Condominium Improvement Association, Inc. property at any time. A vehicle parked on Barwood Condominium Improvement Association, Inc. property that has not been moved for seven (7) days may be considered by the Board of Directors of Barwood Condominium Improvement Association, Inc., in its sole discretion, to be a non-operational vehicle or a vehicle that is stored in violation of the restrictions contained herein.

**BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, Inc.  
BARWOOD CONDOMINIUM II ASSOCIATION, Inc.**

**Parking and Vehicle Rules and Regulations**

8. No vehicle with dimensions, including any accessory installed on the vehicle, which exceed the dimensions of a vehicle which may be parked in a carport located on Barwood Condominium Improvement Association, Inc. property or properties governed by Barwood Condominiums I through VI shall be parked on Barwood Condominium Improvement Association, Inc. property.
9. Except in the event of an emergency, no vehicle maintenance or repairs shall be performed on Barwood Condominium Improvement Association, Inc. property.
10. Owners, residents and their guests shall not wash any vehicle on Barwood Condominium Improvement Association, Inc. property.
11. Any vehicle parked in violation of the restrictions contained herein or the Association's governing documents or in violation of any restrictions, rules and regulations hereafter adopted may be towed by the Association at the sole expense of the owner. Any expenses incurred by Barwood Condominium Improvement Association, Inc. concerning enforcement of the restrictions contained herein shall be assessed against the subject owner's unit, shall be secured by a lien against the unit and shall be collected in the same manner as other assessments levied against the unit. Barwood Condominium Improvement Association, Inc. shall not be liable to the owner of any such vehicle for any damages, trespass, conversion or otherwise, nor guilty of any criminal act by reason of towing any vehicle.
12. In the event of a dispute concerning whether a vehicle is one that may be parked or kept on the properties within the community, the Board of Directors of Barwood Condominium Improvement Association, Inc. shall, in its sole discretion, be the final arbiter of such dispute and the decision of the Board of Directors shall be binding on the owner of such vehicle.

Adopted by Barwood Condominium Improvement Association, Inc. October 14, 2008

Adopted by Barwood Condominium II Association, Inc. April 16, 2009



# **BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.**

## **POOL AREA RULES**

- 1. NO LIFE GUARD ON PREMISES – SWIM AT YOUR OWN RISK**
- 2. TELEPHONE AND FIRST AID KIT LOCATED IN KITCHEN OF RECREATION BUILDING**
- 3. SWIMMING HOURS: Dawn to Dusk**
- 4. NO SPORTING EQUIPMENT PERMITTED**
- 5. NO SMOKING IN POOL OR POOL AREA**
- 6. ALL PERSONS SUSPECTED OF BEING UNDER THE INFLUENCE OF DRUGS OR ALCOHOL WILL BE PROHIBITED FROM ENTERING THE POOL**
- 7. NO FOOD ALLOWED**
- 8. NO GLASS CONTAINERS ALLOWED**
- 9. SHOWER & REMOVE SUNTAN OIL BEFORE ENTERING POOL**
- 10. PROPER BATHING SUITS MUST BE WORN**
- 11. NO SOAP OR SHAMPOO PERMITTED IN SHOWER**
- 12. FURNITURE TO BE COVERED WHEN USING SUNTAN OIL**
- 13. RESERVATION OF FURNITURE NOT ALLOWED**
- 14. NO SITTING ON STEPS**
- 15. CHILDREN UNDER 15 MUST BE ACCOMPANIED BY AN ADULT**
- 16. CHILDREN MUST BE TOILET TRAINED**
- 17. ONLY 14 PERSONS PERMITTED IN POOL**
- 18. NO UNRULY BEHAVIOR ALLOWED IN POOL AREA**
- 19. NO DIVING OR JUMPING INTO POOL**
- 20. ALL OWNERS AND GUESTS MUST BE RESPECTFUL OF OTHERS**



**BARWOOD CONDOMINIUM IMPROVEMENT ASSOCIATION, INC.**  
**RULES FOR RENTING THE CLUBHOUSE**  
(Revised March 2013)

1. The recreation facilities are for the exclusive use of unit owners and their guests.
2. The unit owner must be present in the clubhouse during the function.
3. Clubhouse rental does not include the use of the pool. (pool and pool area may not be used)
4. Rental must not conflict with events scheduled by the B.C.I.A.
5. The main hall is limited to 104 people and the card room can hold 30.
6. Party host is responsible for all supplies needed. (nothing is provided)
7. Nothing can be applied to walls that might damage the paint.
8. Complete clean-up must be completed by noon the day after the party.
9. A fee of \$300 will be charged at the time of rental with \$200 being returned to you if there is no damage and the facility is left clean.
10. Unit owner will be held liable and must pay for any damage to the facility created during the rental period.
11. All garbage and trash must be bagged, tied, and disposed of as directed.
12. A professional security guard must be hired (at the unit owners expense) for any event with more than 20 minors in attendance. The security guard should be an off duty officer approved by the B.C.I.A.
13. Your reservation will be confirmed after your check and application are received.
14. Rental agreement must state the number of expected guests and minors.

**AS A CONDITION FOR USE OF THE CLUBHOUSE THE UNIT OWNER AGREES TO THE TERMS OF THESE RULES AND THE ACCOMPANYING RESERVATION AGREEMENT. THE ASSOCIATION RESERVES THE RIGHT TO ENTER THE CLUB HOUSE AND TO TERMINATE THE FUNCTION SHOULD ANY PERSON ENGAGE IN CONDUCT THAT ENDANGERS THE HEALTH OR SAFETY OF OTHER PERSONS ATTENDING THE FUNCTION OR CONSTITUTES A THREAT TO OUR PROPERTY.**