

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF THE LAKES OF DEER CREEK CONDOMINIUM ASSOCIATION, INC.  
a Florida Corporation Not-for-Profit

The undersigned subscribers, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation is “The Lakes of Deer Creek Condominium Association, Inc.,” a Florida corporation not-for-profit, hereinafter referred to as the “ASSOCIATION”.

ARTICLE II - PURPOSE

The purposes for which the ASSOCIATION is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 and Chapter 718 of the Florida Statutes.
2. To operate one or more of the CONDOMINIUMS which may be established from time to time within the property legally described in Exhibit “A” attached hereto, pursuant to the Florida CONDOMINIUM ACT. The first CONDOMINIUM the ASSOCIATION will operate is THE LAKES OF DEER CREEK, A CONDOMINIUM. The DEVELOPER shall determine which other CONDOMINIUM(S) established within Exhibit “A” if any, will be operated by the ASSOCIATION, pursuant to the DECLARATION of any such other CONDOMINIUM.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the ASSOCIATION.

ARTICLE III - DEFINITIONS

The terms used in these ARTICLES and the BYLAWS shall have the same definitions and meanings as those set forth in the Declaration of Condominium of THE LAKES OF DEER CREEK, A CONDOMINIUM, and in the CONDOMINIUM ACT, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV - POWERS AND DUTIES

The ASSOCIATION shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, and the statutory powers set forth in the CONDOMINIUM ACT.
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, a DECLARATION, either expressed or implied, and to take any action reasonably necessary or appropriate to operate a CONDOMINIUM pursuant to its DECLARATION, including, but not limited to, the following:
  - a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
  - b. To make and collect ASSESSMENTS against members of the ASSOCIATION to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION, and to use the proceeds thereof in the exercise of the ASSOCIATION’S powers and duties.
3. To maintain, repair, replace, reconstruct, add to, and operate a CONDOMINIUM, and other property acquired or leased by the ASSOCIATION for use by its members.
4. To purchase insurance upon a CONDOMINIUM and insurance for the protection of the ASSOCIATION, its directors, officers and members, and such other parties as the ASSOCIATION may determine.

5. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the UNITS, COMMON ELEMENTS, recreational facilities, and other areas within a CONDOMINIUM or owned by the ASSOCIATION, and for the health, comfort, safety, welfare, and benefit of the ASSOCIATION'S members.
6. To approve or disapprove the sale, leasing, transfer, mortgaging, ownership and possession of UNITS as may be provided by an applicable DECLARATION.
7. To enforce by legal means the provisions of the CONDOMINIUM ACT, a DECLARATION, these ARTICLES, the BYLAWS, and the Rules and Regulations of the ASSOCIATION.
8. To contract for the management and maintenance of a CONDOMINIUM and to authorize a management agent or company (which may be an affiliate of the DEVELOPER) to assist the ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of ASSESSMENTS, preparation of records, enforcement of rules, and maintenance, repair and replacement of the COMMON ELEMENTS with funds as shall be made available by the ASSOCIATION for such purposes, as well as exercising such other powers and rights delegated to it by the ASSOCIATION, which powers and rights are vested in the ASSOCIATION by virtue of a DECLARATION, these ARTICLES, the BYLAWS and the CONDOMINIUM ACT. The ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by a DECLARATION and the CONDOMINIUM ACT, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the ASSOCIATION.
9. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and for the proper operation of a CONDOMINIUM and/or to contract with others, for the performance of such obligations, services and/or duties.

#### ARTICLE V - MEMBERS

1. The members of the ASSOCIATION shall consist of all of the record owners of UNITS. Membership shall be established as to each UNIT upon the recording of a DECLARATION, or any amendment to a DECLARATION, submitting the property which includes the UNIT to the CONDOMINIUM FORM OF OWNERSHIP. Upon the transfer of ownership of fee title to, or fee interest in, a UNIT, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the CONDOMINIUM is located of the deed or other instrument establishing the acquisition and designating the UNIT affected thereby, the new UNIT OWNER designated in such deed or other instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior UNIT OWNER as to the UNIT designated shall be terminated, provided, however, that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the UNIT. Prior to the recording of any DECLARATION, the subscribers to these ARTICLES shall be the members of the ASSOCIATION.

2. The share of each member in the funds and assets of the ASSOCIATION, the COMMON ELEMENTS and the COMMON SURPLUS, and any membership in this ASSOCIATION, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the UNIT for which that membership is established.
3. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each UNIT. In the event any UNIT is owned by more than one person and/or by an entity, the vote for such UNIT shall be cast in the manner provided by the BYLAWS. Any person or entity owning more than one UNIT shall be entitled to one vote for each UNIT owned.
4. The BYLAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provision for special meetings.

#### ARTICLE VI - TERM OF EXISTENCE

The ASSOCIATION shall have perpetual existence.

#### ARTICLE VII - SUBSCRIBERS

The names and addresses of the subscribers to these ARTICLES are as follows:

DONALD KISSLAN 5950 Washington Street Room 209 Hollywood, FL 33022

GEORGE HERTEL 3000 University Drive Coral Springs, FL 33065

MARX BUTLER 5950 Washington Street Room 209 Hollywood, FL 33022

#### ARTICLE VIII - DIRECTORS

1. The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors who shall be members of the Association.
2. All of the duties and powers of the ASSOCIATION existing under the CONDOMINIUM ACT, a DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.
3. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS.
4. The names and addresses of the directors, who shall hold office until their successors are appointed or elected, are as follows:

#### ARTICLE IX - OFFICERS

The officers of the ASSOCIATION shall be a president, vice-president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the BOARD are as follows:

President – Robert Capozziello  
Vice-President – Robin Preziosi  
Secretary – Ellen Sanborn  
Treasurer – James McGearry

#### ARTICLE X - INDEMNIFICATION

1. The ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.
2. To the extent that a director, officer, employee or agent of the ASSOCIATION has been successful on the merits or otherwise in defense of any action suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by approval of the members.
4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding as

authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized herein.

5. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.
6. The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this ARTICLE.

#### ARTICLE XI - BYLAWS

The BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded by the DIRECTORS and/or members in the manner provided by the BYLAWS.

#### ARTICLE XII - AMENDMENTS

Amendments to these ARTICLES 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 to be considered.
2. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the BOARD or by not less than one-third (1/3) of the members. Directors and members not present in person or by proxy at any meeting considering an amendment may express their approval in writing, provided that such written approval is delivered to the secretary or to a director prior to, or within thirty (30) days after, the meeting. Approval of an amendment must be by not less than a majority of the votes of the entire membership of the ASSOCIATION.
3. The Board may vote by written consent in lieu of a meeting pursuant to Section 617.0821, Florida Not For Profit Corporation Act and the members may vote by written consent in lieu of a meeting pursuant to Section 617.0701(4)(a) of the Florida Not For Profit Corporation Act, as either may be amended from time-to-time.
4. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the UNITS. No amendment shall be made that is in conflict with the CONDOMINIUM ACT or a DECLARATION.
5. No amendment to these ARTICLES shall be made which discriminates against any UNIT OWNER(S) or affects less than all of the UNIT OWNERS within a CONDOMINIUM, without the written approval of all of the UNIT OWNERS so discriminated against or affected. No amendment to these ARTICLES shall be made which would discriminate

against, or affect, the future rights of any UNIT OWNER in any CONDOMINIUM which may be constructed on any portion of the property described in Exhibit "A," without the written approval of the owner of the property on which the CONDOMINIUM(S) so discriminated against or affected may be constructed. No amendment shall be made deleting any portion of the property described in Exhibit "A" of these ARTICLES without the written approval of the owner of the property which is intended to be deleted.

6. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida statutes, and a copy certified by the Secretary of State shall be recorded in the public records of the county in which the CONDOMINIUM is located.

ARTICLE XIII

REGISTERED OFFICE ADDRESSES AND NAME OF REGISTERED AGENT

The registered office of the ASSOCIATION shall be at KONYK & LEMME PLLC, 140 Intracoastal Pointe Drive; Suite 310; Jupiter FL 33477 The initial registered agent of the ASSOCIATION at that address is Chelle Konyk, Esq.

IN WITNESS WHEREOF, We, being the President and the Secretary of THE LAKES OF DEER CREEK CONDOMINIUM ASSOCIATION, INC. have hereunto set our hands this \_\_\_\_\_ day of February 2022

BY: \_\_\_\_\_  
Robin Preziosi, Vice President

BY: \_\_\_\_\_  
Ellen Sanborn, Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by [X] means of physical presence or [X] online notarization by Robin Preziosi, Vice President and Ellen Sanborn, Secretary who after being sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purpose therein expressed the \_\_\_\_ day of February 2022.

Witness my hand and official seal in Broward County Florida this \_\_\_\_\_ day of February 2022

SEAL

\_\_\_\_\_  
Notary Signature

WITH CHELLE KONYK, ESQ. KONYK & LEMME PLLC AS REGISTERED AGENT.  
I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT

\_\_\_\_\_  
CHELLE KONYK, ESQ.

AMENDED AND RESTATED BYLAWS  
OF  
THE LAKES OF DEER CREEK CONDOMINIUM ASSOCIATION, INC.  
a Florida corporation not-for-profit

1. GENERAL PROVISIONS.

- 1.01 Identity. These are the BYLAWS of THE LAKES OF DEER CREEK CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION", a corporation not-for-profit formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the ARTICLES and shall have all of the powers provided in these BYLAWS, the ARTICLES, a DECLARATION, the CONDOMINIUM ACT, and any other statute or law of the State of Florida, or any other power incident to any of the above powers.
- 1.02 Principal Office. The principal office of the ASSOCIATION shall be at such places the BOARD may determine from time to time.
- 1.03 Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.
- 1.04 Seal. The seal of the ASSOCIATION shall have inscribed upon it the name of the ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.
- 1.05 Incorporation of the CONDOMINIUM ACT. All of the provisions of the CONDOMINIUM ACT, being chapter 718, Florida Statutes. In the event of any conflict between these BYLAWS and the CONDOMINIUM ACT, these BYLAWS shall control unless the deviation from the CONDOMINIUM ACT is impermissible.
- 1.06 Conflict with ARTICLES. In the event of any conflict between these BYLAWS and the ARTICLES, the ARTICLES shall control.
- 1.07 Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the ARTICLES, a DECLARATION, and the CONDOMINIUM ACT.

2. MEMBERSHIP IN GENERAL.

- 2.01 Qualification. Pursuant to the ARTICLES, all of the record owners of UNITS in a CONDOMINIUM operated by the ASSOCIATION shall be members of the ASSOCIATION. Membership for each UNIT shall be established upon the recording of a DECLARATION or any amendment thereto, submitting the UNIT to the CONDOMINIUM FORM OF OWNERSHIP.
- 2.02 Changes in Membership. The transfer of the ownership of any UNIT, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the ASSOCIATION. It shall be the responsibility of any such transferor and transferee of a UNIT to notify the ASSOCIATION of any change in the ownership of any UNIT, and the corresponding change in any membership, by delivering to the ASSOCIATION a copy of the deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the ASSOCIATION shall not be obligated to recognize any change in membership or ownership of a UNIT for purposes of notice, voting, ASSESSMENTS, or for any other purpose.

- 2.03 Member Register. The secretary of the ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing the names and addresses of the members of the ASSOCIATION. It shall be the obligation of each member of the ASSOCIATION to advise the secretary of any change of address of the member, or of the change of ownership of the member's UNIT, as set forth above. Any member who mortgages his UNIT shall notify the ASSOCIATION of the name and address of his mortgagee and shall file a copy of the mortgage and underlying promissory note with the ASSOCIATION. Any member who satisfies the mortgage encumbering his UNIT shall also notify the ASSOCIATION thereof and shall file a copy of the satisfaction of mortgage with the ASSOCIATION. The names and addresses of any such mortgagee shall also be maintained in the member register.
- 2.04 Inspection of Books and Records. The records of the ASSOCIATION shall be open to inspection by UNIT OWNERS or their authorized representatives, and all INSTITUTIONAL MORTGAGEES, at reasonable times, provided the purpose in inspecting same is not for an improper purpose, including, but not limited to any purpose not germane to the interest of such UNIT OWNER in the ASSOCIATION, nor germane to proper ASSOCIATION purposes. However, any inspection by a UNIT OWNER shall be presumed to be for a proper purpose, and the ASSOCIATION shall have the burden of proving that an inspection will be for an improper purpose if it denies any UNIT OWNER the right to an inspection.

### 3. MEMBERSHIP VOTING

- 3.01 Voting Rights. There shall be one (1) vote for each UNIT. In the event any UNIT is owned by more than one person or is owned by a person other than an individual, the vote for such UNIT shall be cast as set forth below, and votes shall not be divisible. In the event any member owns more than one UNIT, the member shall be entitled to one vote for each such UNIT.
- 3.02 Majority Vote and Quorum Requirements.
- 3.02.01 The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and UNIT OWNERS for all purposes, except where otherwise provided by law, in any DECLARATION, in the ARTICLES, or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for a majority of the UNITS operated by the ASSOCIATION shall constitute a quorum.
- 3.02.02 In the event any meeting is adjourned or continued to another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided heretofore shall be reduced to be the presence in person or by proxy of persons entitled to cast the votes for one-third (1/3) of the UNITS operated by the ASSOCIATION at the adjourned meeting, and the acts approved by a majority of the votes present in person or by proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all members and UNIT OWNERS for all purposes, except where otherwise provided by law, in any DECLARATION, in the ARTICLES, or in these BYLAWS. This reduction of the quorum requirement shall apply only if the BOARD sends notice of the adjourned meeting to the members as elsewhere provided, which notice must specifically provide that the quorum requirement will be reduced at the adjourned meeting.



### 3.03 Determination as to Voting Rights.

3.03.01. The vote for a UNIT owned by a natural person may be cast at any meeting by any co-owner of the UNIT provided, however, that in the event a dispute arises between the co-owners as to how the vote for the UNIT shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the UNIT on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals, or partners of any entity (other than a corporation) owning a UNIT shall be deemed co-owners of the UNIT, and the directors and officers of a corporation owning a UNIT shall be deemed co-owners of the UNIT.

3.03.02 In the event any UNIT is owned by an entity, the person entitled to cast the vote for the UNIT shall be designated by a certificate signed by the president of the corporation and filed with the secretary of the ASSOCIATION. The person designated by such certificate, in the absence of a revocation of same, shall be conclusively deemed to be the person entitled to cast the vote for the UNIT at any meeting. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a UNIT shall be deemed co-owners of the UNIT, and the directors and officers of a corporation owning a UNIT shall be deemed co-owners of the UNIT.

3.04 Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the member's behalf by a proxy signed by such member or his attorney-in-fact. Any proxy shall be delivered to the secretary at the time designated in the order of business for delivering proxies. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Every proxy shall contain the date, time, and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote, and the manner in which the vote is to be cast.

3.05 Loss of Voting Rights pursuant to Chapter 718, Florida Statutes as may be amended from time to time.

## 4. MEMBERSHIP MEETINGS

4.01 Who May Attend. In the event any UNIT is owned by more than one person, all co-owners of the UNIT may attend any meeting of the members. In the event any UNIT is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any UNIT shall be cast in accordance with the provisions of Paragraph 3 above. INSTITUTIONAL MORTGAGEES have the right to attend all members meetings.

4.02 Place. All meetings of the members shall be held at the principal office of the ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.03 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member entitled to vote at such meeting not less than 14 nor more than 60 days before the date of the meeting, by or at the direction of the president, the secretary or the officer or persons calling the meeting. A member's attendance at a meeting, either in person or by proxy waives an objection as to lack of notice or defective notice of the meeting.

Electronic Notice. A member may consent in writing to receive all required notices by electronic transmission and is responsible for providing a current facsimile number or email address to the Association.

Notice of any meeting where ASSESSMENTS against UNIT OWNERS are to be considered for any reason shall specifically contain a statement that ASSESSMENTS will be considered and the nature of any such ASSESSMENTS. A copy of the notice shall be posted in a conspicuous place on the property at least 14 days prior to any meeting.

Unless a member consents in writing to receive notices electronically or waives in writing his right to receive notice of a meeting by mail, the notice of any meeting shall be sent by mail to each member. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the ASSOCIATION, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a UNIT is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the UNIT, which may be given to any co-owner as defined in Paragraph 3.03.01 and .02 of these BYLAWS. Notice to any member or co-owner shall be sent to the UNIT of such member or co-owner, unless the UNIT OWNER(S) of the UNIT otherwise request.

4.04 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at such time in the months of January or February of each year as shall be selected by the BOARD and as is contained in the notice of such meeting.

4.06 Special Meetings. Special meetings of the members may be called at any time by any director, the president, or at the request, in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the ASSOCIATION, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

- 4.07 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the ASSOCIATION, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting. Notwithstanding the foregoing, if a meeting is adjourned for lack of a quorum, notice of the adjourned meeting must be given to all members in order for the quorum requirement at the adjourned meeting to be reduced pursuant to Paragraph 3.02.02 of these BYLAWS.
- 4.08 Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.
- 4.09 Order of Business. The order of business at the annual meetings of the members shall be as established by the Agenda.
- 4.10 Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, at any reasonable time. Beginning in 2018, the ASSOCIATION shall retain these minutes in perpetuity.
- 4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meetings of the members of the ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted pursuant to Section 617.0701 of the Florida Not-For Profit Act. If a UNIT is owned by more than one person or by a corporation, the consent for such UNIT need only be signed by one person who would be entitled to cast the vote for the UNIT as a co-owner pursuant to Paragraph 3.03.01 and.02 of these BYLAWS.

## 5. DIRECTORS

### 5.01 Membership.

- 5.01.01 The affairs of the ASSOCIATION shall be managed by a BOARD of not less than three nor more than seven directors who shall be members of the Association. The number of directors may be changed at any meeting where the members are to elect any directors by the then existing BOARD, if prior to such meeting of the members the BOARD votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members. If the number of directors on the BOARD is not changed, then the number of directors shall be the same as the number on the BOARD prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall always be an odd number of directors.

- 5.02 Election of Directors by Members. Election of directors to be elected by the members of the ASSOCIATION shall be conducted by secret ballot pursuant to the provisions in 61B-23.0021 of the Florida Administrative Code or the Association may conduct the election of directors via an Internet based online voting system pursuant to Section 718.128 Florida Statutes.
- 5.03 Term of Office. All directors elected by the members shall hold office until the next annual meeting of the members and until their successors are duly elected, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES.
- 5.04 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same 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 organizational meeting shall be necessary.
- 5.05 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors.
- 5.06 Special Meetings. Special meetings of the BOARD may be called by any director, or by the president, at any time.
- 5.07 Notice of meetings. Notice of each meeting of the BOARD shall be given by the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 48 hours before the time at which such meeting is to be held. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting.
- 5.08 Attendance at BOARD Meeting. All meetings of the BOARD shall be open to all members and notice of such meetings of the Board and only those committees which have the authority to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget shall be posted conspicuously on the condominium property at least 48 hours in advance of such meeting, except in the event of an emergency and shall be open to all Unit Owners.
- In the event a member conducts himself in a manner detrimental to the carrying on of such meeting, then any director may expel said member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Also, any director shall have the right to exclude from any meeting of the BOARD any person who is not able to provide sufficient proof that he is a member, unless said person was specifically invited by the directors to participate in such meeting.
- A director may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the directors and members present as in an open meeting.
- Board meetings may be held via Zoom or other such electronic method.
- 5.09 Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number

of directors is required by statute, the CONDOMINIUM ACT, a DECLARATION, the ARTICLES, or by these BYLAWS. A director may join by written concurrence in any action taken at a meeting of the BOARD but such concurrence may not be used for the purposes of creating a quorum.

- 5.10 Adjourned meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. If the time and place of the adjourned meeting are announced at the time of the adjournment, notice of the adjourned meeting need not be posted on the CONDOMINIUM PROPERTY, otherwise notice shall be so posted at least 48 hours in advance of the adjourned meeting, or if the adjourned meeting is less than 48 hours from the meeting which was adjourned, as soon as practicable. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.11 Presiding Officer. The presiding officer of the BOARD meetings shall be the president of the ASSOCIATION.
- 5.12 Order of Business. The order of business at a BOARD meeting shall be as established by the Agenda.
- 5.13 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members of the ASSOCIATION, and the directors at any reasonable time. Beginning in 2018, the ASSOCIATION shall retain these minutes in perpetuity.
- 5.14 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.
- 5.15 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 5.16 Removal of Directors. Directors may be removed as follows:
- 5.16.01 Any director may be removed with or without cause by the vote of a majority of the members of the ASSOCIATION at a special meeting of the members called by not less than ten percent of the members of the ASSOCIATION expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the members at such meeting or, if the members shall fail to fill such vacancy, by the BOARD, as in the case of any other vacancy on the BOARD.
- 5.17 Vacancies. Vacancies in the BOARD may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successors is duly elected,

unless sooner displaced. If there are no directors, then a special election of the members shall be called to elect the directors.

- 5.18 Compensation. Directors shall not be entitled to any compensation.
- 5.19 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, a DECLARATION, the CONDOMINIUM ACT, or as otherwise provided by statute or law. Such powers and duties of the directors shall include, without limitation (except as limited elsewhere herein), the following:
- 5.19.01 The operation, care, upkeep and maintenance of COMMON ELEMENTS and of any property owned by the ASSOCIATION.
- 5.19.02 The determination of the expenses required for the operation of a CONDOMINIUM and the ASSOCIATION.
- 5.19.03 The collection of ASSESSMENTS from UNIT OWNERS required to pay same.
- 5.19.04 The employment and dismissal of personnel necessary for the maintenance and operation of the COMMON ELEMENTS.
- 5.19.05 The adoption and amendment of rules and regulations covering the details of the operation and use of CONDOMINIUM PROPERTY.
- 5.20.06 Maintaining bank accounts on behalf of the ASSOCIATION and designating signatories required therefor.
- 5.19.07 Purchasing, leasing or otherwise acquiring UNITS in the name of the ASSOCIATION, or its designee.
- 5.20.08 Purchasing UNITS at foreclosure or other judicial sales, in the name of the ASSOCIATION or its designee.
- 5.19.09 Selling, leasing, mortgaging, or otherwise dealing with UNITS acquired by, and subleasing UNITS leased by, the ASSOCIATION or its designee.
- 5.19.10 The organization of corporations to act as designees of the ASSOCIATION in acquiring title to UNITS or leasing UNITS by the ASSOCIATION.
- 5.19.11 Obtaining and reviewing insurance.
- 5.19.12 Making of repairs, additions and improvements to, or alterations of, CONDOMINIUM PROPERTY or property owned by the ASSOCIATION, and repairs to and restoration of CONDOMINIUM PROPERTY and property owned by the ASSOCIATION, in accordance with the provisions of the respective DECLARATION, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- 5.19.13 The enforcement of the obligations of the UNIT OWNERS, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of a CONDOMINIUM.
- 5.19.14 Levying reasonable fines against UNIT OWNERS for violations of the CONDOMINIUM ACT, a DECLARATION, the ARTICLES, these BYLAWS, or the rules and regulations established to govern the conduct of the UNIT OWNERS.
- 5.19.15 Purchasing or leasing a UNIT for use by a resident superintendent.

- 5.19.16 Borrowing money on behalf of the ASSOCIATION when required in connection with the operation, care, upkeep, and maintenance of the COMMON ELEMENTS.
- 5.19.17 Contracting for the management and maintenance of CONDOMINIUM PROPERTY authorizing a management agent or company.
- 5.19.18 Exercising all powers specifically set forth in each DECLARATION, the ARTICLES, these BYLAWS, the CONDOMINIUM ACT, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.
- 5.19.19 Suspending the right of any UNIT OWNER to use the recreational facilities of any CONDOMINIUM operated by the ASSOCIATION, so long as said UNIT OWNER is delinquent in the payment of ASSESSMENTS.
- 5.19.20 Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of UNITS at the highest amount permitted by law.
- 5.19.21 Entering into and upon UNITS when necessary and with as little inconvenience to the owner as possible in connection with maintenance, care and preservation of the COMMON ELEMENTS of a CONDOMINIUM.
- 5.19.22 Collecting delinquent ASSESSMENTS by suit or otherwise, abating nuisances, and enjoining or seeking damages from UNIT OWNERS for violations of these BYLAWS and the terms and conditions of a DECLARATION or of the Rules and Regulations of the ASSOCIATION.
- 5.19.23 Acquiring and entering into agreements whereby the ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of a CONDOMINIUM operated by the ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the UNIT OWNERS, and declaring expenses in connection therewith to be COMMON EXPENSES; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the ASSOCIATION; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.
- 5.20 Bonding of Directors, Officers and Management. The fidelity bonding of all who control or disperse funds of the ASSOCIATION shall be required and shall meet or exceed what is required by law. The cost of such bonding shall be a COMMON EXPENSE of the ASSOCIATION.

## 6. OFFICERS.

- 6.01 Members and Qualifications. The officers of the ASSOCIATION shall include a president, a vice president, a treasurer and a secretary, all of whom shall be elected by the directors and may be pre-emptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary.
- 6.02 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

- 6.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office.
- 6.04 The President. The president shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation 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.
- 6.05 The Vice President. 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 assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.
- 6.06 The Secretary. The secretary shall prepare and 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 executed. The secretary 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.
- 6.07 The Treasurer. The treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidence 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 for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested. All duties of the Treasurer can be assigned to management except check signing.
- 6.08 Compensation. The officers shall not to entitled to compensation.

## 7. FINANCES AND ASSESSMENTS.

### 7.01 Adoption of the Budget.

- 7.01.01 The COMMON EXPENSES shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the ASSOCIATION for the operation of the CONDOMINIUMS operated by the ASSOCIATION, and for the proper operation of the ASSOCIATION itself, including, but not limited to, the expenses of the operation, maintenance, repair, or replacement of COMMON ELEMENTS or property owned by the ASSOCIATION; costs of carrying out the powers and duties of the ASSOCIATION; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as COMMON EXPENSES by these BYLAWS, any DECLARATION, the CONDOMINIUM ACT, or any other statute or law of the State of Florida. The proposed annual budget of the ASSOCIATION shall be detailed and shall show the amounts budgeted by accounts in expense classifications including, where applicable, but not limited to, the following: administration of the ASSOCIATION, management fees, maintenance, expenses for recreational and other commonly used facilities, taxes upon ASSOCIATION property, taxes upon leased areas,



insurance, security provisions, other expenses, operating capital, reserves, and any fees payable to the Division of Florida Land Sales and Condominiums.

7.01.02 Unless a member consents in writing to receive notices electronically or waives in writing his right to receive notice of a meeting by mail the BOARD shall mail, or cause to be mailed, a meeting notice and copies of the proposed annual budget of COMMON EXPENSES to all members not less than fourteen days prior to the meeting at which the budget will be considered by the directors, which meeting shall be open to the UNIT OWNERS.

7.01.03 If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the COMMON EXPENSES of the ASSOCIATION for the fiscal year which the adopted budget applies to, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption, and any necessary meter approval, of an amended budget.

7.02 ASSESSMENTS and ASSESSMENT Roll.

7.02.01 As soon as practicable after the adoption of a budget, or an amended budget, the BOARD shall fix and determine the amount and frequency of ASSESSMENTS to be made against the members, pursuant to each DECLARATION. However, ASSESSMENTS shall be made against the members not less frequently than quarterly, and in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The periodic ASSESSMENTS to be made against the members, whether quarterly, monthly or otherwise, shall be equal unless the BOARD determines unequal ASSESSMENTS are required to provide funds in advance for the expenses of the ASSOCIATION, including previously incurred and unpaid expenses. As soon as practicable after the determination of the ASSESSMENTS to be made against the UNIT OWNERS, the ASSOCIATION shall notify the members, in writing, of the amount of such members' ASSESSMENT, the time or times when same are due, and the method of the payment of same.

7.02.02 From time to time the BOARD shall have the right to, by majority vote, adopt special ASSESSMENTS or ASSESSMENTS and shall not require the approval of the members, so long as the ASSESSMENTS are made for items which are not anticipated to be incurred on a regular or annual basis. Any such special ASSESSMENTS or ASSESSMENTS shall not be deemed an amendment to the budget of the ASSOCIATION, and shall not require the approval of the members, so long as the ASSESSMENTS are made for items which are not anticipated to be incurred on a regular or annual basis. Upon the adoption of any such special ASSESSMENT, or ASSESSMENT the BOARD shall determine the amount of same required to be paid by any UNIT OWNER, which shall be in the same proportion as a UNIT OWNER'S share of the COMMON EXPENSES of the CONDOMINIUM for which the ASSESSMENT applies and shall notify the appropriate UNIT OWNERS of the amount of their ASSESSMENTS, and when and where same shall be paid.

7.02.03 The ASSOCIATION shall maintain an ASSESSMENT roll for each UNIT, designating the name and current mailing address of the UNIT OWNER, the amount of each ASSESSMENT against such UNIT OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the UNIT OWNER, and the balance due.

- 7.03 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time.
- 7.04 Application of Payments and Comingling of Funds. All sums collected by the ASSOCIATION from ASSESSMENTS may be comingled in a single fund or divided into more than one fund, as determined by the BOARD.
- 7.05 Accounting Records and Reports. The ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by UNIT OWNERS and INSTITUTIONAL MORTGAGEES or their authorized representatives, at reasonable times, and written summaries of the reports shall be supplied at least annually to UNIT OWNERS or their authorized representatives. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct an audit of the accounts of the ASSOCIATION by a public accountant.
- 7.06 Reports. Within one-hundred twenty days following the end of the fiscal year of the ASSOCIATION, the BOARD shall make available or mail or furnish by personal delivery to each UNIT OWNER a financial report pursuant to the requirements of Section 718.111 (13), FL STATUTES as may be amended from time to time.

## 8. PARLIAMENTARY RULES

8.01 Roberts' Rules of Order (latest edition) shall govern the conduct of the ASSOCIATION meetings when not in conflict with any DECLARATION, the ARTICLES or these BYLAWS.

## 9. AMENDMENTS.

Except as otherwise provided, these BYLAWS may be amended in the following manner:

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

9.02 Initiation. A resolution to amend these BYLAWS may be proposed either by any director, or by or at the direction of ten (10%) percent or more of the members of the ASSOCIATION. No BYLAW shall be revised or amended by reference to its title or number only. Proposals to amend existing BYLAWS shall contain the full text of the BYLAWS to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw \_\_\_\_ for present text." Non-material errors or omissions in the BYLAW process shall not invalidate an otherwise properly promulgated amendment.

9.03 Adoption of Amendments.

A resolution for the adoption of the proposed amendment shall be adopted either: (a) by unanimous vote of all of the directors; or (b) by not less than a majority of the votes of the entire membership of the ASSOCIATION. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

- 9.04 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the UNITS. No amendment shall be made that is in conflict with the CONDOMINIUM ACT, a DECLARATION, or the ARTICLES.
- 9.05 No amendment to these BYLAWS shall be made which discriminates against any UNIT OWNER(S) or affects less than all of the UNIT OWNERS within a CONDOMINIUM, without the written approval of all of the UNIT OWNERS so discriminated against or affected.
- 9.06 Execution and Recording. No modification of, or amendment to, the BYLAWS shall be valid until recorded in the public records of the county in which the CONDOMINIUM is located.
10. RULES AND REGULATIONS. From time to time the BOARD may enact rules and regulations governing the details of the operation and use of the COMMON ELEMENTS, not in conflict with the CONDOMINIUM ACT, any DECLARATION, the ARTICLES or these BYLAWS. Any such rule or regulation may be enforced by the ASSOCIATION against any member of the ASSOCIATION. The members shall not have the right to enact any rule or regulation.
11. MISCELLANEOUS.
- 11.01 Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.
- 11.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.
- 11.03 Conflicts. In the event of any conflict, the CONDOMINIUM ACT, any other statute, any DECLARATION, the ARTICLES, these BYLAWS, and the Rules and Regulations of the ASSOCIATION shall govern, in that order.
- 11.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.
- 11.05 Waiver of Objections. The failure of the BOARD or any officers of the ASSOCIATION to comply with any terms and provisions of any DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the ASSOCIATION within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

BY: \_\_\_\_\_  
Ellen Sanborn, Secretary

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
THE LAKES OF DEER CREEK A CONDOMINIUM

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS FOR THE LAKES OF DEER CREEK, A CONDOMINIUM is made this 4<sup>th</sup> day of February 2022, by THE LAKES OF DEER CREEK CONDOMINIUM ASSOCIATION, INC., a Florida Not-for-Profit Corporation (“ASSOCIATION”)

The objective of this Amended and Restated Declaration is to continue the purpose of the original Declaration as may have been amended from time to time. The original Declaration of Condominium for The Lakes at Deer Creek was made the 28<sup>th</sup> day of August 1981, by Deer Creek Lakes Homes, Inc., a Florida corporation (“Developer”) and recorded at Official Records Book 9769, page 35 of the Public Records of Broward County, Florida.

1. Purpose: The purpose of this DECLARATION is to submit the land and improvements described to the CONDOMINIUM FORM OF OWNERSHIP and use pursuant to Chapter 718 of the Florida Statutes, herein referred to as the “CONDOMINIUM ACT”. Except where permissive variances therefrom appear in this DECLARATION, the annexed ARTICLES and/or BYLAWS of The Lakes of Deer Creek Condominium Association, Inc., a Florida corporation not-for-profit, or in lawful amendments to these instruments, the provisions of the CONDOMINIUM ACT are incorporated herein by reference. This DECLARATION, the ARTICLES, and the BYLAWS of the ASSOCIATION, as lawfully amended from time to time, and the CONDOMINIUM ACT as same exists as of the execution of this DECLARATION, shall govern this CONDOMINIUM and the rights, duties, and responsibilities of UNIT OWNERS therein.
  - 1.1 Name. The name by which this CONDOMINIUM is to be identified is THE LAKES OF DEER CREEK, A CONDOMINIUM.
  - 1.2 Submission to CONDOMINIUM FORM OF OWNERSHIP. By this DECLARATION, the fee simple title to the property described Upon Exhibit “C” attached hereto and made a part hereof, is hereby submitted to the CONDOMINIUM FORM OF OWNERSHIP.
  - 1.3 Effect of DECLARATION. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all UNIT OWNERS as hereinafter defined, and in consideration of receiving and by acceptance of grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof, and the ARTICLES and BYLAWS. Both the burdens imposed, and the benefits derived shall run with each UNIT as herein defined.
2. Definitions. The terms used in this DECLARATION and all exhibits attached hereto, and in the ARTICLES and the BYLAWS, shall have the meanings stated in the CONDOMINIUM ACT and as follows, unless the context otherwise requires.
  - 2.1 ARTICLES means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.

- 2.2 ASSESSMENT means a share of the funds required for the payment of COMMON EXPENSES which from time to time is assessed against a UNIT OWNER, and all other sums which may be assessed against a UNIT OWNER, or which may be required to be paid by any UNIT OWNER to the ASSOCIATION pursuant to this DECLARATION, the ARTICLES, or the BYLAWS.
- 2.3 ASSOCIATION means The Lakes of Deer Creek Condominium Association, Inc., a Florida corporation not-for-profit, which is the corporate entity responsible for the operation of the CONDOMINIUM.
- 2.4 BOARD means the Board of Directors of the ASSOCIATION.
- 2.5 BUILDING means and includes any building contained within the CONDOMINIUM from time to time as herein provided.
- 2.6 BYLAWS means the bylaws of the ASSOCIATION, as same may be amended from time to time.
- 2.7 COMMON ELEMENTS means the portions of the CONDOMINIUM PROPERTY not included in the UNITS, and all other property declared as COMMON ELEMENTS herein and in the CONDOMINIUM ACT.
- 2.8 COMMON EXPENSES means all expenses properly incurred by the ASSOCIATION for the CONDOMINIUM which shall include, but not be limited to, the following:
- a. Expenses of administration and management of the CONDOMINIUM PROPERTY and of the ASSOCIATION.
  - b. Expenses of maintenance, operation, repair, or replacement of COMMON ELEMENTS.
  - c. Expenses declared COMMON EXPENSES by the provisions of this DECLARATION, the ARTICLES and/or the BYLAWS.
  - d. Any valid charge against the CONDOMINIUM as a whole.
  - e. Any expense of or charges to the ASSOCIATION as provided for in this DECLARATION, the ARTICLES and/or the BYLAWS.
  - f. Expenses of maintenance, operation, repair, or replacement of any recreational facilities within the COMMON ELEMENTS or owned by the ASSOCIATION, which may exist from time to time, and the lands underlying the facilities.
- 2.9 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.
- 2.10 CONDOMINIUM means THE LAKES OF DEER CREEK, A CONDOMINIUM, which is formed pursuant to this DECLARATION.
- 2.11 CONDOMINIUM ACT means the Florida Condominium Act, as it exists on the date of execution of this DECLARATION, as contained in Chapter 718 of the Florida Statutes.
- 2.12 CONDOMINIUM FORM OF OWNERSHIP means that form of ownership of real property created pursuant to the CONDOMINIUM ACT, and which is comprised of UNITS that may be owned by one (1) or more persons, and there is, appurtenant to each UNIT, an undivided share in the COMMON ELEMENTS.
- 2.13 CONDOMINIUM PARCEL means a UNIT together with the undivided share in the COMMON ELEMENTS which is appurtenant to the UNIT.

- 2.14 CONDOMINIUM PROPERTY means the lands that are subjected to the CONDOMINIUM FORM OF OWNERSHIP by this DECLARATION or by any amendment hereto, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the CONDOMINIUM.
- 2.15 DECLARATION or DECLARATION of CONDOMINIUM means this instrument, as it may be amended from time to time.
- 2.16 DEER CREEK DECLARATION means the Declaration of Covenants and Restrictions of Deer Creek, as recorded in Official Records Book 7830, Page 307, of the Public Records of Broward County, Florida, and all Exhibits to such Declaration, and any amendments thereto, whether made before or after this DECLARATION.
- 2.17 DEVELOPER means and refers to the person or entity executing this DECLARATION, successors, grantees, assigns, nominees, and designees.
- 2.18 INSTITUTIONAL MORTGAGEE or INSTITUTIONAL LENDER means the owner and holder of a mortgage encumbering a COMMON PARCEL, which is a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage company licensed to do business in the State of Florida, any agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL MORTGAGEE shall also mean the holder of any mortgage executed by or in favor of the DEVELOPER, whether or not such holder would otherwise be considered an INSTITUTIONAL MORTGAGEE.
- 2.19 THE LAKES DECLARATION means the Declaration of Covenants, Easements and Restrictions of The Lakes of Deer Creek, as recorded in Official Records Book 9630, Page 447, of the Public Records of Broward County, Florida, and any amendments thereto whether made before or after this DECLARATION.
- 2.20 LIMITED COMMON ELEMENTS means those COMMON ELEMENTS which are reserved for the use of a certain UNIT or UNITS to the exclusion of other UNITS, if any.
- 2.21 UNIT or DWELLING UNIT means a part of the CONDOMINIUM PROPERTY which is subject to exclusive ownership. The term DWELLING shall be synonymous, and may be used interchangeably, with UNIT.
- 2.22 UNIT OWNER means the owner(s) of a CONDOMINIUM PARCEL.
3. Development Plans. This CONDOMINIUM is being developed in phases pursuant to section 718.403 of the CONDOMINIUM ACT. Initially, the CONDOMINIUM PROPERTY will consist of the land and improvements described and depicted in Exhibit "C" attached hereto, which will be sometimes hereinafter referred to as Phases 1 and 31 of the CONDOMINIUM. As described in detail in Paragraph 23 of this DECLARATION, up to forty-two (42) additional phases may be added as part of the CONDOMINIUM PROPERTY. If all of the phases are added the CONDOMINIUM PROPERTY will consist of a total of 44 BUILDINGS, all as generally depicted in Exhibit "B" attached hereto. In addition to the phases, various recreational facilities, common areas and lakes may be added to the CONDOMINIUM PROPERTY, as described in Paragraph 25 of this DECLARATION. Accordingly, if all of the phases, recreational facilities, common areas, and lakes are added as part of the CONDOMINIUM PROPERTY, the CONDOMINIUM will ultimately consist of the property described and depicted on Exhibit "A" attached hereto.

#### 4. CONDOMINIUM IMPROVEMENTS AND UNITS.

4.1 Plot Plan and Survey. A survey of the property initially comprising the CONDOMINIUM, a graphic description of the improvements, and a plot plan thereof, as well as the floor plans of the UNITS within the CONDOMINIUM, are all attached hereto as Exhibit "C". This exhibit, together with this DECLARATION, is an accurate representation of the location and dimensions of the improvements constituting the CONDOMINIUM and are in sufficient detail so that the identification, location, and dimensions of the COMMON ELEMENTS and of each UNIT can be determined.

4.2 UNIT Identification. The legal description of each UNIT shall consist of the number of the BUILDING in which the UNIT is located, and the number of such UNIT, as shown upon Exhibit "C". Every deed, lease, mortgage, or other instrument may legally describe a UNIT and/or CONDOMINIUM PARCEL by its identifying UNIT designation as provided, and each and every description shall be deemed good and sufficient for all purposes.

4.3 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:

a. Upper and Lower Boundaries. The upper and lower boundaries of each UNIT shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(1) Upper boundary: The horizontal plane of the undecorated finished ceiling. In a UNIT containing a room in which the ceiling is raised above the level of the ceiling in the rest of the UNIT, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the UNIT, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

(2) Lower boundary: The horizontal plane of the undecorated finished floor. In a UNIT containing a room in which the floor is raised above the level of the floor in the rest of the UNIT, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the UNIT, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

b. Perimetrical Boundaries. The perimetrical boundaries of the UNIT shall be the vertical planes of the undecorated finished interior of the walls bounding the UNIT extended to intersections with each other and with the upper and lower boundaries, with the following exceptions: When the vertical planes of the undecorated interior surfaces of the walls do not intersect with each other on the undecorated finished interior surfaces of the bounding walls or within an intervening partition, the vertical planes of the undecorated finished interior surfaces of bounding walls shall be extended to intersect with the plane of the center line of the intervening partition and that plane shall be one of the perimetrical boundaries of the UNIT.

c. 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 utility services to other UNITS and/or for COMMON ELEMENTS. However, a UNIT shall include the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint and wallpaper of his UNIT, and the windows, doors, sliding doors, and interior and exterior framing around same, on the perimetrical boundaries of the UNIT.

4.4 LIMITED COMMON ELEMENTS. The areas depicted as “LIMITED COMMON ELEMENTS” on Exhibit “C” of this DECLARATION shall be limited common elements of the UNIT designated, for the exclusive use and enjoyment of the UNIT OWNER and residents of the UNIT designated, and their guests and invitees.

4.5 AUTOMOBILE PARKING SPACES.

a. The COMMON ELEMENTS include parking areas for automobiles of the UNIT OWNERS and residents of the CONDOMINIUM, their guests, and invitees. The ASSOCIATION shall designate at least one (1) space as assigned parking space(s) for the exclusive use of the UNIT OWNER or any resident of each UNIT, and their guests and invitees. No UNIT OWNER or resident of any UNIT, and none of their guests and invitees, shall park in a parking space designated for another UNIT. All other parking spaces will be for the general use of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees. The ASSOCIATION shall have the right to re designate the designated parking spaces for each UNIT from time to time upon written notice to the affected UNIT OWNERS.

b. Any transfer of title of a UNIT, including a transfer by operation of law, shall operate to transfer the exclusive use of the UNIT’S then assigned parking space(s). In addition, a UNIT OWNER shall not sell, reassign, or otherwise transfer his right to use his then assigned parking space(s) without the express prior written consent of the BOARD.

5. Easements and Restrictions. Each of the following easements and restrictions 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 uses and purposes, and each shall survive the termination of the CONDOMINIUM.

5.1 Utilities. Easements as may be required for utility services in order to adequately serve the CONDOMINIUM or any UNIT or COMMON ELEMENT, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security facilities. However, easements through a UNIT shall be only according to the plans and specifications for the building containing the UNIT or as the building is actually constructed, or reconstructed, unless approved in writing by the UNIT OWNER of the UNIT. A UNIT OWNER shall do nothing within or outside his UNIT that interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each UNIT to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and COMMON ELEMENTS contained in the UNIT or elsewhere in the CONDOMINIUM PROPERTY and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the UNIT Owner’s permitted use of the UNIT, and



except in the event of an emergency, entry into any UNIT shall be made on reasonable notice to the UNIT OWNER.

- 5.2 Support. Every portion of a UNIT contributing to the support of a 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.
- 5.3 Perpetual non-exclusive easement in COMMON ELEMENTS. The COMMON ELEMENTS shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.
- 5.4 Air Space. Each UNIT shall have an exclusive easement for the use of the air space occupied by the UNIT as it exists at any particular time and as the UNIT may lawfully be altered.
- 5.5 Encroachments. If any portion of the COMMON ELEMENTS encroaches upon any UNIT; if any UNIT encroaches upon any other UNIT or upon any portion of the COMMON ELEMENTS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON ELEMENTS or LIMITED COMMON ELEMENTS made by or with the consent of the ASSOCIATION; (iv) any repair or restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON ELEMENTS; or (v) any non-purposeful or non-negligent act of a UNIT OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.
- 5.6 Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the UNITS and the CONDOMINIUM PROPERTY.
- 5.7 Easements and Restrictions of Record. The creation of this CONDOMINIUM is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof.
- 5.8 Easements for Pedestrian and vehicular traffic.
  - 5.8.01 Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON ELEMENTS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the COMMON ELEMENTS as may from time to time be paved and intended for such purposes, same being for the use and benefit of the UNIT OWNERS and the residents of the CONDOMINIUM, and their guests and invitees.
  - 5.8.02 In addition to the foregoing, any person residing within the property described on Exhibit "A", their guests, and invitees, expressly reserves an easement for ingress and egress over and across all roads existing from time to time within the property described on Exhibit "A", whether said roads are ultimately within or outside of the CONDOMINIUM.
- 5.9 Additional Easements. ASSOCIATION, on their behalf and on behalf of all UNIT OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under, and/or across the COMMON ELEMENTS in favor of the UNIT OWNERS and residents

of the CONDOMINIUM and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the CONDOMINIUM in favor of the ASSOCIATION and/or the UNIT OWNERS and residents of the CONDOMINIUM and their guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the DEVELOPER or the ASSOCIATION may deem desirable for the proper operation and maintenance of the CONDOMINIUM, or any portion thereof, or for the health, safety or welfare of the UNIT OWNERS, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of UNITS for dwelling purposes, no joinder of any UNIT OWNER or any mortgagee of any UNIT shall be required or, if same would unreasonably and adversely interfere with the use of any UNIT for dwelling purposes, only the joinder of the UNIT OWNERS and mortgagees of UNITS so affected shall be required. To the extent required, all UNIT OWNERS hereby irrevocably appoint the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

6. Ownership.

6.1 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, subject, however, to this DECLARATION and restrictions, reservations, easements, and limitations of record.

6.2 UNIT OWNER'S Rights. Each UNIT OWNER 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 other UNIT OWNERS. There shall be a joint use of the COMMON ELEMENTS and a joint and mutual easement for that purpose is hereby created.

7. Restraint Upon Separation and Partition of COMMON ELEMENTS. The fee title of each CONDOMINIUM PARCEL shall include both the 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 UNIT, even though the description in the deed or instrument of conveyance may refer only to the fee title to the UNIT. Any attempt to separate and/or action to partition the fee title to a UNIT from the undivided interest in the COMMON ELEMENTS appurtenant to each UNIT shall be null and void.

8. Percentage of Ownership of COMMON ELEMENTS. Each of the UNIT OWNERS of the CONDOMINIUM shall own an undivided share in the COMMON ELEMENTS as an appurtenance to the UNIT OWNER'S UNIT, which undivided share shall be equal to  $1/x$ , "x" being the number of UNITS contained within the CONDOMINIUM from time to time. Said undivided share in the COMMON ELEMENTS appurtenant to each UNIT will be redetermined if and when each phase is added to the CONDOMINIUM as described in Paragraph 23 of this DECLARATION.

9. COMMON EXPENSE and COMMON SURPLUS.

9.1 Each UNIT OWNER will be responsible for a portion of the COMMON EXPENSES, equal to the undivided share in the COMMON ELEMENTS appurtenant to the UNIT OWNER'S UNIT as determined above.

9.2 Any COMMON SURPLUS of the ASSOCIATION shall be owned by each UNIT OWNER in the same proportion as his liability for COMMON EXPENSES.

10. Maintenance of CONDOMINIUM PROPERTY. The responsibility for the maintenance of the CONDOMINIUM PROPERTY, shall be as follows:

10.1 By the ASSOCIATION. The ASSOCIATION shall operate, maintain, repair, and replace, at the ASSOCIATION'S expense:

a. All COMMON ELEMENTS, and all sodded lawns within the LIMITED COMMON ELEMENTS of each UNIT.

b. The exterior surfaces of all BUILDINGS, except for portions to be maintained by the UNIT OWNERS as hereinafter provided.

c. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of a UNIT contributing to the support of the BUILDING or to another UNIT, or within interior boundary walls, and all such facilities contained within a UNIT which service part or parts of the CONDOMINIUM other than the UNIT within which such facilities are contained.

d. All property owned by the ASSOCIATION.

10.2 By the UNIT OWNER. Each UNIT OWNER shall operate, maintain, repair, and replace, at the OWNER'S EXPENSE:

a. All portions of the UNIT except the portions to be maintained, repaired, and replaced by the ASSOCIATION. Included within the responsibility of the UNIT OWNER shall be windows, screens, sliding glass doors, and doors on the exterior of his UNIT, and framing for same. All such maintenance, repairs and replacements shall be done without disturbing the rights of other UNIT OWNERS.

b. The air conditioning and heating systems serving the UNIT OWNER'S UNIT, whether inside or outside of his UNIT.

c. Within the UNIT OWNER'S UNIT, all cabinets, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage, and sanitary service to the UNIT, as well as all personal property of the UNIT OWNER.

d. The LIMITED COMMON ELEMENTS serving the UNIT OWNER'S UNIT, including any additions, alterations or improvements which are made thereon with the consent of the ASSOCIATION, except for maintenance and painting of the exterior portions of any BUILDING, the maintenance of any common fences or walls around such LIMITED COMMON ELEMENTS, the maintenance of any sodded lawns within the LIMITED COMMON ELEMENTS, and the maintenance of any parking space which may be a LIMITED COMMON ELEMENT, which shall be the responsibility of the ASSOCIATION as a COMMON EXPENSE.

All property to be maintained, repaired and/or replaced by a UNIT OWNER shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the CONDOMINIUM, so as to preserve a well-kept appearance throughout the CONDOMINIUM, and no such maintenance, repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the CONDOMINIUM from its original appearance or condition without the prior written

consent of the ASSOCIATION. All property to be maintained, repaired and/or replaced by a UNIT OWNER which is inside of the UNIT OWNER'S UNIT, and which does not affect the exterior appearance of the CONDOMINIUM shall be maintained at all times in a condition which does not and will not adversely affect any other UNIT OWNER, or any other portion of the CONDOMINIUM property.

10.3 No UNIT OWNER shall operate, maintain, repair, or replace any portion of the CONDOMINIUM property to be operated, maintained, repaired and/ or replaced by the ASSOCIATION without first obtaining written approval from the ASSOCIATION. Each UNIT OWNER shall promptly report to the ASSOCIATION any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the ASSOCIATION.

10.4 Whenever it is necessary to enter any UNIT for the purpose of performing any maintenance, repair or replacement of any COMMON ELEMENTS or any other UNIT, or for making emergency repairs necessary to prevent damage to any COMMON ELEMENTS or to any other UNIT, the owner of the UNIT shall permit the ASSOCIATION, the other UNIT OWNERS, or persons authorized by them, to enter the UNIT for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency no advance notice will be required. To facilitate entry in the event of any emergency, the owner of each UNIT, if required by the ASSOCIATION, shall deposit a key to such UNIT with the ASSOCIATION.

#### 11. Additions, Alterations, or Improvements.

11.1 By the ASSOCIATION. The ASSOCIATION shall have the right to make such additions, alterations, or improvements to the COMMON ELEMENTS as it deems necessary or desirable from time to time. The cost and expense of any such additions, alterations, or improvements to the COMMON ELEMENTS shall constitute a part of the COMMON EXPENSES and shall be assessed to the UNIT OWNERS as COMMON EXPENSES.

11.2 By UNIT OWNERS. No UNIT OWNER shall make any structural addition, alteration, or improvement in or to his UNIT without the prior written consent of the ASSOCIATION. No UNIT OWNER shall make any addition, alteration, or improvement in or to the exterior of the BUILDING containing the UNIT, or any LIMITED COMMON ELEMENT of the UNIT, or any COMMON ELEMENT, without the prior written consent of the ASSOCIATION, including, but not limited to electric or other fixtures; awnings, patios, terraces, balconies, or courts, or any enclosure of same; fountains, swimming pools, whirlpools, hot tubs, or other similar improvements; or any landscaping. With the prior written consent of the ASSOCIATION, a UNIT OWNER may make additions, alterations, or improvements within the LIMITED COMMON ELEMENTS of his UNIT as shown on Exhibit "C" of this DECLARATION. Any request by a UNIT OWNER for consent by the ASSOCIATION to any addition, alteration or improvement, as aforesaid, shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve any such addition, alteration or improvement, but the ASSOCIATION'S approval as to same may be granted or withheld in the ASSOCIATION'S sole discretion, and in any event shall not be granted if same would detrimentally affect the architectural design of the CONDOMINIUM property, but shall not be withheld in a discriminatory manner. All additions, alterations or improvements

made by a UNIT OWNER shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the ASSOCIATION with respect to design, structural integrity, esthetic appeal, construction details, or otherwise. A UNIT OWNER making or causing to be made any additions, alterations or improvements agrees, and shall be deemed to have agreed, for such UNIT OWNER, and the UNIT OWNER'S heirs, personal representatives, successors, and assigns, as appropriate, to hold the ASSOCIATION and all other UNIT OWNERS harmless from any liability or damage to the CONDOMINIUM PROPERTY and expenses arising therefrom. Each UNIT OWNER shall be solely responsible for and shall maintain all exterior additions, alterations, or improvements in a first-class condition and in good working order as originally approved by the ASSOCIATION, provided, however, that the ASSOCIATION shall remain responsible for the maintenance and painting of the original exterior building walls, and shall have access to any enclosed patio or improvement for such purposes.

12. Determination of COMMON EXPENSES and Fixing of ASSESSMENTS Therefor. The BOARD shall from time to time, and at least annually, prepare and adopt a budget for the CONDOMINIUM, determine the amount of ASSESSMENTS for COMMON EXPENSES payable by the UNIT OWNERS to meet the COMMON EXPENSES of the CONDOMINIUM, and allocate and assess such expenses among the UNIT OWNERS in accordance with the provisions of this DECLARATION and the BYLAWS. The ASSOCIATION shall notify all UNIT OWNERS, in writing, of the amount and due dates of the ASSESSMENTS for COMMON EXPENSES payable by each of them, which due dates shall not be less than ten (10) days from the date of such notification. In the event any ASSESSMENTS for COMMON EXPENSES are made in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the ASSOCIATION notifies the UNIT OWNER in writing of a change in the amount and/or frequency of the periodic payments. If requested in writing, copies of all notices of ASSESSMENTS for COMMON EXPENSES shall be given to any mortgagee of a UNIT. The COMMON EXPENSES shall include the expenses of and reserves for (if desired by the BOARD or required by law) the operation, maintenance, repair and replacement of the COMMON ELEMENTS, costs of carrying out the powers and duties of the ASSOCIATION, and any other expenses designated as COMMON EXPENSES by the CONDOMINIUM ACT, this DECLARATION, the ARTICLES or BYLAWS, applicable Rules and Regulations, or by the ASSOCIATION. Any budget adopted by the BOARD shall be subject to change to cover actual expenses at any time, in conformance with applicable provisions of the BYLAWS. In the event the expenditure of funds by the ASSOCIATION is required that cannot be made from the regular ASSESSMENTS for COMMON EXPENSES, the ASSOCIATION may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD as stated in the notice of any special ASSESSMENT for COMMON EXPENSES.

### 13. Monetary Defaults and Collection of ASSESSMENTS.

- 13.1 Liability for ASSESSMENTS. A UNIT OWNER, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all ASSESSMENTS which come due while the he or she is the UNIT OWNER. Additionally, a UNIT OWNER, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is jointly and severally liable with the previous UNIT OWNER for all unpaid ASSESSMENTS that came due up to the time of transfer of title of the UNIT. For the purposes of this paragraph, the term "previous UNIT OWNER" does not include the ASSOCIATION, that acquires title to a delinquent UNIT through foreclosure or by deed in lieu of foreclosure. The ASSESSMENTS shall include regular and special ASSESSMENTS for COMMON EXPENSES, and other ASSESSMENTS which may be payable to the ASSOCIATION by a UNIT OWNER pursuant to the CONDOMINIUM ACT, this DECLARATION, the ARTICLES, or the BYLAWS.
- 13.2 Non-Waiver. The liability for ASSESSMENTS may not be avoided by waiver of the use or enjoyment of any COMMON ELEMENTS or by abandonment of the UNIT for which the ASSESSMENTS are made.
- 13.3 Interest and Late Charge. ASSESSMENTS and installments on ASSESSMENTS not paid within ten (10) days after the date when they are due shall bear interest at the then highest rate of interest allowable by law from the due date until paid and shall be subject to a late charge in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each delinquent ASSESSMENT or installment. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.
- 13.4 Acceleration of ASSESSMENTS. If any member or any UNIT OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting member or UNIT OWNER shall have the right to accelerate and require such defaulting UNIT OWNER or member to pay to the ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting UNIT OWNER or member shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other ASSESSMENTS payable to the ASSOCIATION.
- 13.5 Lien for ASSESSMENTS. The ASSOCIATION has a lien on each CONDOMINIUM PARCEL for any unpaid ASSESSMENTS with interest, and for reasonable attorneys' fees and costs and late charges incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and for all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens, or encumbrances in order to preserve and protect the ASSOCIATION'S lien. Said lien is effective from and shall relate back to the date of the recording of the original Declaration of condominium. The lien provided for in this section shall only be subordinate to the lien of any first mortgage recorded prior to the recordation of a claim of lien for unpaid ASSESSMENTS. The lien is in effect until all sums secured by it have been fully paid or

until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

- 13.6 Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable UNIT OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement, and/or foreclosure of the ASSOCIATION'S lien, including reasonable attorneys' fees, interest, late charges, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION'S lien. However, no foreclosure judgment may be entered until at least thirty (30) days after the ASSOCIATION gives written notice to the UNIT OWNER of its intention to foreclose its lien to collect the unpaid ASSESSMENTS, and other sums secured by the claim of lien. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid ASSESSMENTS, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the ASSOCIATION shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the UNIT OWNER or by certified mail, return receipt requested, addressed to the UNIT OWNER. If, after diligent search and inquiry, the ASSOCIATION cannot find the UNIT OWNER or a mailing address at which the UNIT OWNER will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the UNIT OWNER records a notice of contest of lien as provided by the CONDOMINIUM ACT. The BOARD is authorized to settle and compromise the ASSOCIATION'S lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION. In the event of any legal action or any litigation brought by the ASSOCIATION against a UNIT OWNER to collect unpaid ASSESSMENTS, the ASSOCIATION is entitled to recover its costs and attorney's fees at all, pre-suit, trial, bankruptcy, and appellate levels.
- 13.7 Rental and Receiver. If a UNIT OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against his UNIT is foreclosed, the court, in its discretion, may require the UNIT OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.
- 13.8 Liability of First Mortgagee for ASSESSMENT. The liability of a first mortgagee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid ASSESSMENTS that became due before the first mortgagee's acquisition of title is limited to the amounts provided for by Florida Statute §718, as amended from time to time. These provisions for limited liability shall apply only to a first mortgagee and shall not apply unless the first mortgagee joined the Association as a defendant in its foreclosure action, nor shall these provisions for limited liability of a first mortgagee apply if the ASSOCIATION's lien is recorded before the first mortgagee's mortgage is recorded.
- 13.9 Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid

ASSESSMENTS and any other monies owed to the ASSOCIATION, or to any UNIT OWNER or group of UNIT OWNERS or to any third party.

- 13.10 Unpaid ASSESSMENTS - Certificate. 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 of record shall have the same right as to any CONDOMINIUM PARCEL upon which he has a lien. Any person other than the UNIT OWNER who relies upon such certificate shall be protected thereby.
- 13.11 Application of Payments. Any payments made to the ASSOCIATION by any UNIT OWNER shall first be applied towards any interest accrued by the ASSOCIATION, then to any late charges, then to any costs and reasonable attorney fees, and then to the delinquent assessment.
14. ASSOCIATION. In order to provide for the administration of this CONDOMINIUM the ASSOCIATION has been organized as a not-for-profit corporation under the Laws of the State of Florida, and the ASSOCIATION shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incidental thereto in accordance with the terms, provisions and conditions of this DECLARATION, the ARTICLES, BYLAWS, and the rules and regulations promulgated by the ASSOCIATION from time to time.
- 14.1 ARTICLES. A copy of the ARTICLES is attached as Exhibit "E". No amendment of the ARTICLES shall be deemed an amendment to this DECLARATION and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.
- 14.2 BYLAWS. A copy of the BYLAWS is attached as Exhibit "F". No amendment of the BYLAWS shall be deemed an amendment to this DECLARATION and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.
- 14.3 Limitation Upon Liability of ASSOCIATION. Notwithstanding the duty of the ASSOCIATION to maintain and repair portions 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 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 UNIT.
- 14.5 Approval or Disapproval of Matters. Whenever the decision of the UNIT OWNERS is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such decision shall be expressed in accordance with the ARTICLES and the BYLAWS.
- 14.6 Acts of the ASSOCIATION. Unless the approval or action of the UNIT OWNERS, and/or a certain specific percentage of the BOARD, is specifically required in this DECLARATION, the ARTICLES or BYLAWS, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the UNIT OWNERS, and the BOARD may so approve and act through the proper officers of the



ASSOCIATION without a specific resolution. When an approval or action of the ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the ASSOCIATION deems appropriate or the ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

14.7 Membership. The record owners of all UNITS in the CONDOMINIUM shall be members of the ASSOCIATION. Membership as to each UNIT shall be established, and transferred, as provided by the ARTICLES and the BYLAWS.

14.8 Voting. On all matters as to which the members of the ASSOCIATION shall be entitled to vote, there shall be only one vote for each UNIT.

14.9 The ASSOCIATION shall have the right to contract for the management and maintenance of the CONDOMINIUM PROPERTY, and to authorize a management agent or company to assist the ASSOCIATION in carrying out its powers and duties as set forth herein. However, the ASSOCIATION and its officers shall retain at all times the powers and duties granted to it by this DECLARATION, the ARTICLES, BYLAWS, and the CONDOMINIUM ACT.

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 Purchase, Custody and Payment of Policies.

a. Purchase. All insurance policies covering the CONDOMINIUM PROPERTY shall be purchased by the ASSOCIATION and shall be issued by an insurance company authorized to do business in Florida.

b The ASSOCIATION, in the sole discretion of the Board of Directors, may act as Insurance Trustee.

c. Named Insured. The named insured on all policies purchased by the ASSOCIATION shall be the ASSOCIATION, individually and as agent for UNIT OWNERS covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

d. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer on account of casualty to any portion of the CONDOMINIUM PROPERTY shall be paid to the ASSOCIATION as Insurance Trustee, and all policies and endorsements for casualty losses shall be deposited with the Association as Insurance Trustee.

15.2 Coverage.

a. Casualty. All BUILDINGS and improvements upon the CONDOMINIUM PROPERTY 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 foundation and excavating costs, as determined annually by the ASSOCIATION. Such coverage shall afford 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 insured against with respect to buildings and improvements similar in construction, location, and use, including but not limited to vandalism and malicious mischief.

(3) The hazard insurance policy shall comply with the provisions of Chapter 718 Florida Statutes as amended from time to time.

b. Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the CONDOMINIUM PROPERTY or adjoining driveways and walkways, or any work, matters or things related to the CONDOMINIUM PROPERTY or this DECLARATION and its exhibits, with such coverage as shall be required by the ASSOCIATION.

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

c. Flood Insurance and Such Other Insurance as the ASSOCIATION shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the ASSOCIATION and against the UNIT OWNERS individually and as a group, (ii) any pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more Directors of the ASSOCIATION or by one or more UNIT OWNERS, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds.

15.3 Premiums. Premiums for insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a COMMON EXPENSE, except that any increase in any insurance premium occasioned by misuse, occupancy or abandonment of a UNIT or its appurtenances or of the COMMON ELEMENTS by a particular UNIT OWNER, or by a resident of any UNIT, or by a member of their families or their guests or invitees, shall be assessed against and paid by that UNIT OWNER.

15.4 ASSOCIATION as Insurance Trustee. Association shall act as Insurance Trustee. 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.

15.5 ASSOCIATION as Agent. The ASSOCIATION is hereby irrevocably appointed agent for each UNIT OWNER and for the holder of a mortgage or other lien upon a UNIT and for each owner of any other interest in the CONDOMINIUM PROPERTY to adjust all claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases upon the payment of claims.

15.6 Notice of Possible Inadequate Insurance Coverage. In any legal action in which the ASSOCIATION may be exposed to liability in excess of insurance coverage protecting it and the UNIT OWNERS, the ASSOCIATION shall give notice of any excess exposure within a reasonable time to all UNIT OWNERS who may be exposed to the liability, and they shall have the right to intervene and defend.

15.7 Inspection of Insurance Policies. A copy of each insurance policy purchased by the ASSOCIATION shall be made available for inspection by any OWNER or INSTITUTIONAL MORTGAGEE at reasonable times.

16. Reconstruction or Repair After Causality.

16.1 Determination to reconstruct or repair. If any part of the CONDOMINIUM PROPERTY is damaged or destroyed by casualty, whether or not the damage will be repaired shall be determined in the following manner:

a. COMMON ELEMENTS. If the damaged improvement is a COMMON ELEMENT, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the CONDOMINIUM shall be terminated.

b. BUILDINGS Containing UNITS. In the event of damage to or destruction of any BUILDING(S) containing UNITS as a result of fire or other casualty, except as hereinafter provided, the ASSOCIATION shall arrange for the prompt repair and restoration of the BUILDING(S) (including any damaged UNITS contained therein, and the bathroom and kitchen fixtures equivalent in value to that initially installed by the DEVELOPER, but not including improvements having a value in excess of that originally installed by the DEVELOPER, or furniture, furnishings, or other personal property supplied by any UNIT OWNER or tenant of a UNIT OWNER) and the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Notwithstanding the foregoing, if fifty (50%) percent or more of the UNITS within the CONDOMINIUM are very substantially damaged or destroyed, then within sixty (60) days after such damage or destruction a special meeting of the members of the ASSOCIATION shall be called to determine whether the damage or destruction will be repaired and restored, or whether the CONDOMINIUM will be terminated as elsewhere provided. The damage or destruction shall be repaired and restored unless it is determined at said meeting that the CONDOMINIUM will be terminated, and in the event the CONDOMINIUM is to be terminated, the CONDOMINIUM PROPERTY will not be repaired or restored and the net proceeds of insurance resulting from such damage or destruction shall be divided among all the UNIT OWNERS in proportion to their respective interests in the COMMON ELEMENTS, provided, however, that no payment shall be made to a UNIT OWNER until there has first been paid off out of his share of such funds all liens on his UNIT in the order of priority of such liens. The Insurance Trustee may rely upon a certificate of the ASSOCIATION made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the ASSOCIATION, and if the damaged property is one or more BUILDINGS containing UNITS, by the UNIT OWNERS of all UNITS the plans for which are to be altered, and by the members of the ASSOCIATION, 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, the UNIT OWNER shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the ASSOCIATION.

- 16.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the ASSOCIATION has the responsibility of reconstruction and repair, the ASSOCIATION shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors.
- 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 or after the reconstruction and repair the funds for the payment of the costs thereof are insufficient, ASSESSMENTS shall be made against the UNIT OWNERS, in sufficient amounts to provide funds to pay such costs. Such ASSESSMENTS against 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 UNIT 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 for costs of reconstruction and repair after casualty which shall consist of proceeds of insurance and funds collected by the ASSOCIATION from ASSESSMENTS against UNIT OWNERS shall be disbursed in payment of such costs to repair. ASSOCIATION shall hold the sums paid upon such ASSESSMENTS and disburse the same in payment of the costs of reconstruction and repair.
- 16.8 UNIT OWNER. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the ASSOCIATION, such balance shall next be distributed to owners of damaged UNITS who have responsibility for reconstruction and repair of their UNITS. The distribution shall be in the shares that the estimated cost of reconstruction and repair in each damaged UNIT bears to the total of these costs in all damaged units; provided, however, that no UNIT OWNER shall be paid an amount in excess of the estimated costs of reconstruction and repair for his UNIT. If there is a mortgage upon a UNIT, the distribution shall be paid to the UNIT OWNER and the mortgagee jointly and they may use the proceeds as they may determine.
17. Condemnation and Eminent Domain.
- 17.1 Deposit of Awards with ASSOCIATION as Insurance Trustee. The taking of any CONDOMINIUM PROPERTY by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the ASSOCIATION as Insurance Trustee. Even though the awards may be payable to UNIT OWNERS, the UNIT OWNERS shall deposit the awards with the Insurance Trustee; and in the event of a failure to do so, in the discretion of the ASSOCIATION, a special ASSESSMENT shall be made against a defaulting UNIT OWNER in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that UNIT OWNER.
- 17.2 Determination Whether to Continue CONDOMINIUM. Whether the CONDOMINIUM will be terminated after condemnation or eminent domain proceedings will be determined in the manner provided for termination of the CONDOMINIUM as elsewhere provided, and in the event of any condemnation or eminent domain proceedings, a meeting of the members of the ASSOCIATION shall be called to make such determination within sixty

(60) days after the taking of any CONDOMINIUM PROPERTY by condemnation or eminent domain proceedings is final.

17.3 Disbursement of funds. If the CONDOMINIUM is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special ASSESSMENTS will be deemed to be CONDOMINIUM PROPERTY and shall be owned and distributed in the manner provided for insurance proceeds if the CONDOMINIUM is terminated after a casualty. If the CONDOMINIUM is not terminated after condemnation or eminent domain proceedings, the size of the CONDOMINIUM will be reduced, the UNIT OWNERS of condemned or taken UNITS will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special ASSESSMENTS shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

17.4 UNIT Reduced but Tenantable. If the taking reduces the size of a UNIT and the remaining portion of the UNIT can be made tenantable, the award for the taking of a portion of the UNIT shall be used for the following purposes in the order stated and the following changes shall be effected in the CONDOMINIUM:

17.4.01 Restoration of UNIT. The UNIT shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the UNIT OWNER of the UNIT.

17.4.02 Distribution of Surplus. The balance of the award, if any, shall be distributed to the UNIT OWNER of the UNIT and to each mortgagee of the UNIT, the remittance being made payable jointly to the UNIT OWNER and mortgagees.

17.5 UNIT Made Untenantable. If the taking is of the entire UNIT or so reduces the size of a UNIT that it cannot be made tenantable, the award for the taking of the UNIT shall be used for the following purposes in the order stated and the following changes shall be effected in the CONDOMINIUM:

17.5.01 Payment of Award. The award shall be paid first to all mortgagees in an amount sufficient to pay off their mortgages due from those UNITS which are not tenantable; and then jointly to the UNIT OWNERS and mortgagees of UNITS not tenantable in an amount equal to the market value of the UNIT immediately prior to the taking and with credit being given for payments previously reserved for mortgagees; and the balance, if any, to repairing and replacing the COMMON ELEMENTS.

17.5.02 Addition to COMMON ELEMENTS. The remaining portion of the UNIT, if any, shall become part of the COMMON ELEMENTS and shall be placed in condition for use by all of the UNIT OWNERS in the manner approved by the BOARD, provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the COMMON ELEMENTS.

17.5.03 Adjustment of Shares in COMMON ELEMENTS. The shares in the COMMON ELEMENTS appurtenant to the UNITS that continue as part of the CONDOMINIUM shall be adjusted to distribute the ownership of the COMMON ELEMENTS among the reduced number of UNIT OWNERS. This shall be done by restating the shares of continuing UNIT OWNERS in the COMMON ELEMENTS as elsewhere provided in this DECLARATION.

17.5.04 ASSESSMENTS. If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken UNIT to the UNIT OWNER and to condition the

remaining portion of the UNIT for use as a part of the COMMON ELEMENTS, the additional funds required for those purposes shall be raised by ASSESSMENTS against all of the UNIT OWNERS who will continue as owners of UNITS after the changes in the CONDOMINIUM effected by the taking. The ASSESSMENTS shall be made in proportion to the shares of those UNIT OWNERS in the COMMON ELEMENTS after the changes effected by the taking.

17.5.05 Appraisal. If the market value of a UNIT prior to the taking cannot be determined by agreement between the UNIT OWNER and mortgagees of the UNIT and the ASSOCIATION within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the UNIT OWNER and the ASSOCIATION, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the ASSOCIATION, one by the UNIT OWNER, and one by the two appraisers so selected. The cost of such appraisal or appraisals shall be a COMMON EXPENSE of the ASSOCIATION.

17.6 Taking of COMMON ELEMENTS. Awards for the taking of COMMON ELEMENTS shall be used to make the remaining portion of the COMMON ELEMENTS usable in the manner approved by the BOARD; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the COMMON ELEMENTS. The balance of the awards for the taking of COMMON ELEMENTS, if any, shall be distributed to the UNIT OWNERS in the shares in which they own the COMMON ELEMENTS after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a UNIT, the distribution shall be paid jointly to the owner and the mortgagee(s) of the UNIT.

17.7 Amendment of DECLARATION. The changes in UNITS, in the COMMON ELEMENTS and in the ownership of the COMMON ELEMENTS that are effected by condemnation shall be evidenced by an amendment of the DECLARATION of CONDOMINIUM that need be approved only by the BOARD.

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

18.1 UNITS.

a. Residential Use. Each of the UNITS shall be occupied and used only for residential purposes, and not for business, commercial or other purposes.

b. Maximum Number of Occupants. With the exception of temporary occupancy by visiting guests, no UNIT may be occupied by more than two (2) persons for each bedroom in the UNIT, without the prior written consent of the ASSOCIATION. The BYLAWS or the Rules and Regulations of the ASSOCIATION may define visiting guests and limit the number of visiting guests permitted in any UNIT at any time, and the maximum length of time a visiting guest may reside in any UNIT.

c. No Division. No UNIT may be divided or subdivided into a smaller UNIT, or any portion thereof sold or otherwise transferred without first amending this DECLARATION to show the changes in the UNITS to be affected thereby.

18.2 Exterior Appearance. Without limiting the provisions of Paragraph 11.2 of this DECLARATION except with the written consent of the ASSOCIATION as elsewhere provided, no UNIT OWNER shall cause or permit his terrace, balcony, garden area, or patio (except as originally constructed by DEVELOPER) to be enclosed, nor shall any UNIT OWNER cause or permit his terrace, balcony, garden area, or patio to be increased in size, the configuration thereof altered, or awnings installed thereon, or on the exterior of any BUILDING. Except with the written consent of the ASSOCIATION, no UNIT OWNER shall cause or permit any doors, windows, or screening on the exterior of his UNIT to be modified or removed, nor shall any UNIT OWNER in any manner change the exterior appearance of his UNIT or any BUILDING or COMMON ELEMENT, except for purposes of repair or replacement required to be made by the UNIT OWNER, and any such repair or replacement shall be in substantial conformity with that originally installed by the DEVELOPER or last approved by the ASSOCIATION. Except with the written consent of the ASSOCIATION, no UNIT OWNER shall install or permit to be installed in his UNIT electrical wiring, television or radio antenna, machines, or air conditioning equipment, which may protrude through the roof or walls or his UNIT or the BUILDING. No UNIT OWNER shall place signs or written material on the windows of his UNIT, or on the exterior of the CONDOMINIUM PROPERTY. Except with the written consent of the ASSOCIATION, no UNIT OWNER shall install any trees, shrubbery, flowers, or other landscaping on the exterior of any CONDOMINIUM PROPERTY, and no UNIT OWNER shall remove or alter any such landscaping installed by the ASSOCIATION. UNIT OWNERS may place tasteful patio furniture, plants, and barbecue units on their terraces, balconies, garden areas, or patios, but shall keep same neat and in a sightly condition, and the ASSOCIATION shall have the right to require any UNIT OWNER to remove any personal property placed on any terrace, balcony, garden area, or patio, or otherwise on the exterior of the CONDOMINIUM PROPERTY, which the ASSOCIATION deems unsightly or potentially dangerous.

18.3 Pets. One cat or one dog is permitted in any UNIT. In addition, fish, birds, and other small animals are permitted so long as they are not kept for commercial purposes, and are exclusively and continuously confined to cages, tanks, or other similar enclosures. All other pets are prohibited. No pet is permitted which creates an unreasonable source of noise or annoyance to other residents of the CONDOMINIUM. No pet may be kept outside of any UNIT in the absence of any resident of the UNIT. The BYLAWS or the Rules and Regulations of the ASSOCIATION may further provide for reasonable rules and regulations regarding pets.

The Board of Directors shall have the right to promulgate Rules further restricting the keeping of pets including the maximum weight, and the right, but not the obligation, to require an Owner to provide proof of a liability insurance policy that includes any pet that has demonstrated violent tendencies and said policy shall name the Association as an additional insured.

18.4 COMMON ELEMENTS. The COMMON ELEMENTS shall be used only for the purposes for which they are intended.

18.5 Nuisances. No nuisances shall be allowed upon the CONDOMINIUM PROPERTY; and no use or practice which is an unreasonable source of annoyance to residents, or which shall interfere with the peaceful possession and proper use of the CONDOMINIUM PROPERTY by its residents shall be permitted.

The failure of the Association or of an Owner to enforce any right, provision, covenant, or condition which may be granted by the Articles, Bylaws or Declaration or Rules and Regulations (“Governing Documents”) shall not constitute a waiver of the right of the Association or an Owner to enforce such right, provision, covenant, or condition in the future. Each Owner, his tenants, guests, and invitees, shall be governed by and shall comply with the provisions of applicable statutes and the Governing Documents. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association or by an Owner.

All parts of the CONDOMINIUM PROPERTY shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be 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.

18.6 Lawful use. No immoral, improper, offensive, or unlawful use shall be made of the CONDOMINIUM PROPERTY or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the CONDOMINIUM PROPERTY shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned.

18.7 Rules and Regulations. All UNIT OWNERS shall comply with reasonable rules and regulations concerning the use of the CONDOMINIUM PROPERTY, as may be made and amended from time to time by the ASSOCIATION in the manner provided by the ARTICLES or BYLAWS. Copies of such regulations and amendments thereto shall be furnished by the ASSOCIATION to all UNIT OWNERS and residents of the CONDOMINIUM upon request.

19. Conveyances, Sales, Leasing and Mortgages. In order to maintain a community of congenial and financially responsible UNIT OWNERS and to protect the value of the UNITS within the CONDOMINIUM, the sale, transfer, leasing, and encumbrance of UNITS shall be subject to the following provisions:

19.1 Limitation of Leasing and Notice to ASSOCIATION. A Unit shall be Owner occupied for the first 12 months of ownership and no UNIT OWNER shall lease their UNIT anytime within one (1) year from the date of obtaining ownership. If a Unit is leased at the time of a sale, the existing lease shall not be renewed and the prohibition on renting during the first year of ownership shall be measured from the expiration of the existing lease. Units Owned by the Association shall not be subject to any limitation on renting imposed on other Units.

This restriction shall not apply to: [A] a UNIT OWNER who took title per devise, inheritance or otherwise directly obtained title due to the death of the prior owner and so long as the lease and the occupancy contemplated by the lease, has been approved in advance in writing by the Board of Directors; [B] a UNIT OWNER who took title from their spouse provided that (i) that the grantor spouse owned the Lot for at least one year and (ii) that the lease and the occupancy contemplated by the lease has been approved in advance in writing by the Board of Directors; and/or [C] the ASSOCIATION if it takes title to a UNIT pursuant to its own foreclosure action or deed in lieu of foreclosure. An individual owner who transfers to him/herself as trustee of their revocable living trust shall not be considered a transfer of title for purposes of this section.



19.2. If a UNIT OWNER intends to sell, transfer, lease or encumber his UNIT, or any interest therein, then prior to such sale, transfer, lease, or encumbrance the UNIT OWNER shall give the ASSOCIATION written notice of such intention, together with the name and address of the intended purchaser, transferee, tenant, or encumbrance holder, and such other information concerning any intended purchaser, transferee, tenant, or encumbrance holder as the ASSOCIATION may reasonably request, along with an executed copy of the written agreement pursuant to which the sale, transfer, lease or encumbrance is intended to be consummated. If a UNIT OWNER acquires title to a UNIT by devise, bequest, inheritance, or by any manner other than a voluntary conveyance by the prior UNIT OWNER, such UNIT OWNER shall upon his acquisition of title give the ASSOCIATION written notice of such acquisition, together with such information concerning the UNIT OWNER as the ASSOCIATION may reasonably request, and also together with a certified copy of the instrument evidencing the UNIT OWNER'S title.

19.3 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 whereby a UNIT is sold, transferred, leased, or encumbered, the ASSOCIATION, at its election and without notice, may approve or disapprove the transaction or ownership, or act as if it had been given the appropriate notice as of the date it receives knowledge of the transaction.

19.4 ASSOCIATION'S Rights Upon Receipt of Notice. Within twenty (20) days after receipt of the notice, information and documents required above, the ASSOCIATION shall by written notice to the UNIT OWNER either:

a. Approve. Approve the transaction or the acquisition of title, which approval shall be in recordable form and shall be executed by any officer or director of the ASSOCIATION.

b. Disapprove. If the intended transaction is a sale, transfer, lease or encumbrance of a UNIT, the ASSOCIATION may disapprove the transaction by written notice to the UNIT OWNER. Any disapproval of a transaction must be by the majority vote of the BOARD or committee established by the Board and be based upon good cause. No transaction shall be rejected because of the race, religion, color, age, gender, sexual orientation or sex of a proposed purchaser, transferee, or tenant, or on any other basis which is prohibited by law. Notice to the UNIT OWNER and/or proposed lessee of any rejection shall be sent in accordance with applicable law. The ASSOCIATION may consider the following factors, any may confer with counsel, in determining if any transaction should be rejected:

i) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration or applicable Rules and Regulations, or the occupancy is inconsistent with aforementioned documents.

ii) The person seeking approval (which shall include all proposed occupants) has a criminal history which includes any one of the following: [a] has been found guilty or pled no contest, irrespective if adjudication is withheld or not, of any felony within the last ten (10) years or any misdemeanor involving violence to persons, destruction/theft of property or demonstrating dishonesty or moral turpitude within the last five (5) years. Notwithstanding, any person who is found guilty or otherwise pleads no contest to any murder, manslaughter, sexual battery, sexual assault, or aggravated stalking charge shall never be eligible to rent/lease within the ASSOCIATION irrespective if adjudication is withheld or not. The terms felony or

misdemeanor shall refer to those crimes categorized as such by the jurisdiction where the alleged crime was committed. Absent such designation by the aforementioned jurisdiction, the ASSOCIATION may be categorized the criminal activity based on how it would be categorized under Florida law.

(iii) The UNIT OWNER allowed the prospective lessee to take possession of the premises prior to approval by the ASSOCIATION as provided for herein.

(iv) The person seeking approval (or any such proposed occupant) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities, or associations.

(v) The person seeking approval (or any such proposed occupant) has been evicted within the last two (2) years.

(vi) The person seeking approval (or any such proposed occupant) has a history of financial irresponsibility, including an active bankruptcy, a discharged/dismissed bankruptcy within the two (2) years and/or a credit FICO score of less than 678.

(vii) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(viii) All assessments, fines, and other charges against the property have not been paid in full by the UNIT OWNER.

c. Purchase. Except in the case of a lease or encumbrance, the ASSOCIATION may exercise its right to purchase or to designate a purchaser for the UNIT by written notice to the UNIT OWNER as hereinafter provided.

d. Failure to Disapprove or Purchase. If the ASSOCIATION shall fail to timely disapprove of an intended transaction, or, where applicable, to exercise its right to purchase or designate a purchaser for a UNIT, as set forth above, then the intended transaction shall be deemed approved and upon the request of the applicable UNIT OWNER the ASSOCIATION shall deliver the UNIT OWNER a written approval of the intended transaction in recordable form, which shall be executed by any officer or director of the ASSOCIATION.

e. Approval Fee. The ASSOCIATION shall have the right to impose a fee in connection with any requested approval of any sale, transfer, lease, or encumbrance, to defray its expenses associated therewith, not exceeding one (\$100.00) hundred dollars or any other amount that may be prescribed by the Condominium Act as amended from time to time.

f. Delinquent ASSESSMENTS. The ASSOCIATION shall have the right to refuse to give written approval to any sale, transfer, lease, or encumbrance, until all ASSESSMENTS owed by the applicable UNIT OWNER are paid in full.

19.5 Leases and Occupancy in the Absence of a UNIT OWNER. In connection with any intended lease of any UNIT, the ASSOCIATION shall have the right to approve or disapprove both the intended tenants or occupants of the UNIT for good cause, and the form of any intended lease. For purposes of this DECLARATION and the approvals herein required, any person(s) occupying a UNIT in the absence of the UNIT OWNER, or in the absence of an approved occupant or tenant for more than three (3) days, shall be deemed occupying the UNIT pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, a UNIT OWNER may from time-to-time permit guests to occupy his UNIT in his absence and without consideration for

periods not exceeding three (3) days in any twelve (12) month period as to any one guest, and such occupancy shall not be deemed a lease and shall not require the approval of the ASSOCIATION.

Notwithstanding the provisions of Paragraph 19.3(b) above, the ASSOCIATION shall have the right to arbitrarily disapprove any lease of any UNIT if the UNIT was leased more than one (1) time during the preceding twelve (12) month period.

A lease may not be for less than 3 months or for more than 12 months.

Transient and short-term rentals are prohibited, and a Unit shall not be listed on any rental website for vacation or transient type rental purposes, such as, but not limited to, "Airbnb, "VRBO" or "HomeAway". All leases must comply with any city, state, or federal government laws, zoning, codes, or other ordinances.

Renewals of leases are subject to approval by the Association.

The maximum number of Units in the rental pool that may be leased at the same time shall be a maximum of twenty percent (20%) of the Units, not including Units owned by the Association.

- (i) Units may be added to the rental pool if sufficient existing leases are non-renewed and/or the maximum number of rented Units is less than twenty percent 20%.
- (ii) In the event the maximum numbers of Units are leased, a waiting list will be created by and maintained by the Association.
- (iii) Any change of Lessee shall require that Unit to move to the bottom of the waiting list.
- (iv) A Unit Owner shall have no claims or cause of action against the Association, or any other Unit Owner based on a Unit's position on the waiting list.
- (v) All disputes regarding the waiting list shall be resolved by the Board and their decision shall be conclusive.

The Association shall have the right to promulgate rules and regulations governing sales and leases. Without the prior written consent of the ASSOCIATION, no lease may be modified, amended, extended, or assigned, and any tenant or occupant may not assign his interest in such lease or sublet the UNIT or any part thereof. The ASSOCIATION shall have the right, but not the obligation, to terminate any lease or occupancy and/or to bring legal action against the UNIT OWNER and/or any tenant or occupant in the event of a default by the tenant or occupant in the performance of the obligations under the lease to the extent such default adversely affects the ASSOCIATION or the other UNIT OWNERS, or in the event any tenant or occupant creates a nuisance or unreasonably annoys the other UNIT OWNERS, or fails to observe any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations of the ASSOCIATION. Any costs or attorneys' fees incurred by the ASSOCIATION in connection with any legal action taken against the Unit Owner and/or any tenant or occupant, as aforesaid, shall be assessed to the UNIT OWNER.

19.6 Disapprovals. If any sale, transfer, lease, or encumbrance of any UNIT is not approved or deemed to have been approved by the ASSOCIATION, the intended transaction shall not be consummated, and any transaction which is consummated, and which has not been

approved or deemed to have been approved by the ASSOCIATION as elsewhere provided shall be voidable at the election of the ASSOCIATION upon written notice to the UNIT OWNER. If the ASSOCIATION so elects, the UNIT OWNER shall be deemed to have authorized and empowered the ASSOCIATION to institute legal proceedings to evict any unauthorized occupant of the UNIT or to otherwise void the unauthorized transaction, at the expense of the UNIT OWNER, including the ASSOCIATION'S attorneys' fees.

19.7 UNITS Owned or Leased by a Corporation or Other Entity. If a UNIT OWNER intends to sell, transfer or lease his UNIT to a corporation or other entity, or if a UNIT OWNER acquiring title to a UNIT by devise, bequest, inheritance, any involuntary manner is a corporation or other entity, the ASSOCIATION'S approval of same may be conditioned upon the approval of one or more particular occupant(s) for the UNIT, and if the ASSOCIATION'S approval is so conditioned, the approved occupant(s) shall be deemed the UNIT OWNER(S) of the UNIT for purposes of this Paragraph 19, and no other person will be entitled to occupy the UNIT in the absence of such approved occupant(s) without the approval of the ASSOCIATION, except as hereinafter provided.

19.8 Exceptions. Notwithstanding anything contained herein to the contrary, the provisions of this section shall not apply with respect to any sale, transfer, or lease of any UNIT by a UNIT OWNER to his spouse, adult children, parents, parents-in-law, and/or any co-owner of the UNIT, or to any one or more of them, or to a trust or entity, the beneficiaries, or owners of which are exclusively any one or more of them.

19.9 No Severance of Ownership. No part of the COMMON ELEMENTS of any UNIT may be sold, conveyed, or otherwise disposed of, except as part of the sale, conveyance, or other disposition of the UNIT to which such interest is appurtenant, and any sale, conveyance or other disposition of a UNIT shall be deemed to include that UNIT'S appurtenant interest in the COMMON ELEMENTS.

20. Compliance and Non-Monetary Default.

20.1 Failure of UNIT OWNER to Comply. Each UNIT OWNER shall comply with all of the terms of this DECLARATION, the ARTICLES, the BYLAWS, and the Rules and Regulations, as they may be amended from time to time, and in the event any UNIT OWNER fails to comply therewith (other than the non-payment of any ASSESSMENT, which is governed by Paragraph 13 of this DECLARATION), the ASSOCIATION shall give the UNIT OWNER written notice of such failure. If such failure is not corrected as soon as is reasonably practical and in any event within ten (10) days after such written notice, or in the event of a subsequent similar failure by the UNIT OWNER, then without further notice the ASSOCIATION shall have the following rights, in addition to all other rights otherwise granted to or available to the ASSOCIATION:

a. The ASSOCIATION may commence an action to enforce performance on the part of the UNIT OWNER, and to require the UNIT OWNER to correct such failure, for damages, for injunctive relief, and/or for such other relief as may be necessary under the circumstances; and/or

b. The ASSOCIATION may itself perform any act or work required to correct such failure and, either prior to or after doing so, may assess the UNIT OWNER with all reasonable costs incurred or to be incurred by the ASSOCIATION in connection therewith, plus a service fee equal to ten (10%) percent of such costs, and may collect such ASSESSMENT and have a lien for same as elsewhere provided. In connection with the foregoing, the

ASSOCIATION may enter the UNIT OWNER'S UNIT where necessary, may perform any maintenance or repairs required to be performed by the UNIT OWNER, may remove any change, alteration, addition, or improvement which is unauthorized or not maintained by the UNIT OWNER in accordance with the provisions of this DECLARATION, and may take any and all other action reasonably necessary to correct the applicable failure by the UNIT OWNER.

20.2 Negligence. A UNIT OWNER shall be liable and may be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, 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.

20.3 Responsibilities of UNIT OWNER for Occupants, Tenants, Guests, and Invitees. Each UNIT OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the UNIT OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the CONDOMINIUM PROPERTY, or any liability to the ASSOCIATION, the UNIT OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, the BYLAWS, or any Rule or Regulation, by any resident of any UNIT, or any guest or invitee of a UNIT OWNER or any resident of a UNIT, shall also be deemed a violation by the UNIT OWNER, and shall subject the UNIT OWNER to the same liability as if such violation was that of the UNIT OWNER.

20.4 Right of ASSOCIATION to Evict Tenants, Occupants, Guests, and Invitees. With respect to any person present in a UNIT or any portion of the CONDOMINIUM PROPERTY, other than a UNIT OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the CONDOMINIUM, or shall damage or destroy any COMMON ELEMENTS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION such person shall be required to immediately leave the CONDOMINIUM PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to require the UNIT OWNER to compel the person to leave the CONDOMINIUM PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable UNIT OWNER who such person was visiting, or with whose permission such person was present on the CONDOMINIUM PROPERTY, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the ASSOCIATION, or any rights or remedies the ASSOCIATION may have with respect to similar actions by a UNIT OWNER or a member of his immediate family residing with him in the UNIT.

- 20.5 Costs and Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a UNIT OWNER to comply with the terms of the DECLARATION, the ARTICLES, the BYLAWS, and/or the Rules and Regulations, as said documents may be amended from time to time, the prevailing party shall be entitled to recover costs and attorney's fees at all pre-suit, arbitration, bankruptcy, trial, and appellate levels. Any such cost or attorneys' fees awarded to the ASSOCIATION in connection with any action against any UNIT OWNER shall be assessed against the UNIT OWNER as in the case of any other ASSESSMENT as hereinabove provided.
- 20.6 No Waiver of Rights. The failure of the ASSOCIATION or any UNIT OWNER to enforce any covenant, restriction or any other provision of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.
- 20.7 Notice to Mortgagees. Upon request, any Mortgagee holding a first mortgage encumbering a UNIT shall have the right to receive prompt notice of any default in the UNIT OWNER'S obligations under the DECLARATION, the ARTICLES, the BYLAWS, and the Rules and Regulations, which is not cured within thirty (30) days after written notice by the ASSOCIATION, and a copy of any claim of lien recorded by the ASSOCIATION against the UNIT encumbered.
21. Amendment of DECLARATION. In addition to amendments elsewhere authorized herein, and subject to limitations contained herein upon amendments, this DECLARATION may be amended in the following manner:
- 21.1 By the BOARD and/or the UNIT OWNERS.
- a. 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.
- b. Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the BOARD or by the members of the ASSOCIATION. Directors and members not present in person or by proxy at a meeting considering an amendment may express their approval in writing, provided such approval is delivered to the Secretary within thirty (30) days after the meeting. Except as elsewhere provided, such approvals must be either by:
- (1) Not less than sixty-six and two-thirds (66 2/3%) percent of the votes of the entire membership of the BOARD and by not less than sixty-six and two-thirds (66 2/3%) percent of the votes of the UNIT OWNERS; or
  - (2) Not less than seventy-five (75%) percent of the votes of the UNIT OWNERS, except that until such time as all of the members of the BOARD shall be elected by UNIT OWNERS other than the DEVELOPER, this paragraph shall not apply.
  - (3) Members may vote by written consent in lieu of a meeting pursuant to Section 617.0701(4)(a) of the Florida Not For Profit Corporation Act, as may be amended from time-to-time.
- c. Execution and Recording. A copy of each amendment shall be attached to a certificate of the ASSOCIATION certifying that the amendment was duly adopted, which certificate shall include the recording data identifying this DECLARATION and shall be executed by the President and Secretary of the ASSOCIATION with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are

recorded amongst the public records of the county in which the CONDOMINIUM is located.

21.2 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 shall join in the execution of the amendment. No amendment shall change any UNIT or the share in the COMMON ELEMENTS and other appurtenances of the UNIT or increase the UNIT OWNER'S share of the common expenses, except as herein provided, unless the UNIT OWNERS of any UNITS affected by such amendment join in the execution of the amendment. If any provision of this DECLARATION specifically requires the consent of a certain percentage of the members of the BOARD and/or of the UNIT OWNERS to approve or authorize any action or matter, no amendment may reduce such percentage unless the amendment is approved by at least such specified percentage of the members of the BOARD and/or of the UNIT OWNERS.

22. Termination of CONDOMINIUM. The CONDOMINIUM shall continue until (i) terminated by casualty loss, condemnation or eminent domain as more particularly provided in this DECLARATION, or (ii) such time as withdrawal of the CONDOMINIUM PROPERTY from the provisions of the CONDOMINIUM ACT is authorized by a vote of UNIT OWNERS of at least eighty (80%) percent of the UNITS and COMMON ELEMENTS and such withdrawal is consented to in writing by each mortgagee holding a first mortgage encumbering a UNIT in the CONDOMINIUM. In the event such withdrawal is authorized as aforesaid, the CONDOMINIUM PROPERTY shall be subject to an action for partition by any UNIT OWNER or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all UNIT OWNERS in proportion to their respective interests in the COMMON ELEMENTS, provided, however, that no payment shall be made to a UNIT OWNER until there has first been paid off out of his share of such net proceeds all liens on his UNIT in the order of their priority. The termination of the CONDOMINIUM in either of the foregoing manners shall be evidenced by a certificate of the ASSOCIATION executed by its President and Secretary, certifying as to the basis of the termination, and said certificate shall be recorded among the public records of the county in which the CONDOMINIUM is located. After 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 share of the UNIT OWNERS shall be the same as the undivided shares in the COMMON ELEMENTS appurtenant to the UNIT OWNERS' UNITS prior to the termination.

23. Description of Phasing. As previously indicated, there may be additional phases added to the CONDOMINIUM pursuant to and in accordance with Section 718.403 of the CONDOMINIUM ACT.

23.1 Attached as Exhibit "D" to this DECLARATION are legal descriptions which describe the land upon which each phase is to be built. Exhibit "B" of this DECLARATION depicts the property and relative location of each proposed phase, and the approximate location of the BUILDINGS and COMMON ELEMENTS within each proposed phase. For reference purposes, the phase numbers set forth on Exhibit "D" correspond to the BUILDING numbers shown on Exhibit "B", so that each phase described on Exhibit "D" consists of the corresponding BUILDING number shown on Exhibit "B", the land within which the

BUILDING is located, and the COMMON ELEMENTS within such land. The number and approximate location of each UNIT to be included in each phase are also depicted in Exhibit "B". The size of the UNITS in each phase will range from approximately 1,000 to 1,850 square feet. The DEVELOPER reserves the right to modify the relative location, arrangement and dimensions of the BUILDINGS, UNITS, and COMMON ELEMENTS within each phase, and to make changes in the legal descriptions of any phase to accommodate such modifications, when the phase is actually developed and added to the CONDOMINIUM. In addition, the DEVELOPER reserves the right to reduce the number of UNITS to be contained in Phases 43 and 44 by eliminating one or two of the UNITS in either or both of those Phases.

23.2 As, and if, one or more of the additional phases are added to the CONDOMINIUM, each UNIT OWNER'S undivided share in the COMMON ELEMENTS, and the corresponding share of expenses and surplus, will be adjusted to reflect the increase in the number of UNITS in the CONDOMINIUM caused by the addition of the phase(s), pursuant to the formula set forth in Paragraph 8 of this DECLARATION.

23.3 The membership vote and ownership in the ASSOCIATION attributable to each UNIT will be one (1) vote per UNIT. Accordingly, in the event any phase is added, the membership in the ASSOCIATION will be increased by the number of additional UNIT OWNERS in the added phase or phases, and each UNIT in the CONDOMINIUM will have one (1) vote. If any phase or phases are not developed and added as part of the CONDOMINIUM, then the membership vote in the ASSOCIATION will be one (1) vote per UNIT for UNIT OWNERS in Phases 1 and 31, and any phase actually added to the CONDOMINIUM.

23.4 If one or more phases are not added to the CONDOMINIUM, the UNITS within the CONDOMINIUM are entitled to one hundred (100%) percent ownership of all COMMON ELEMENTS within the phases actually developed and added as part of the CONDOMINIUM. In other words, the aggregate of the existing UNIT OWNERS in the CONDOMINIUM will at all times have one hundred (100%) percent ownership in all of the COMMON ELEMENTS, subject to dilution as to the percentage share of each UNIT OWNER in the event a subsequent phase or phases are actually developed and added as a part of the CONDOMINIUM.

23.5 Amendments to this DECLARATION adding one or more phases to this CONDOMINIUM shall not require the execution of such amendments or consents thereto by UNIT OWNERS, mortgagees, lienors or the ASSOCIATION, or any other person or entity, other than the DEVELOPER of such additional phase.

Prior to the date that ASSESSMENTS for COMMON EXPENSES commence for the UNITS within a phase added to the CONDOMINIUM, the DEVELOPER will be responsible for all expenses associated with the phase, and for the performance of all of the obligations of the ASSOCIATION with respect to the phase.

23.6 The impact which the addition of any phase will have upon the CONDOMINIUM is as follows: (i) the land included in the CONDOMINIUM will be increased, (ii) the number of UNITS included in the CONDOMINIUM will be increased, (iii) the COMMON ELEMENTS will be increased, (iv) the ASSOCIATION will be responsible for the repair, maintenance and operation of the COMMON ELEMENTS as increased by the addition of any phase, (v) the ASSOCIATION will incur additional expenses in connection with the maintenance, repair and operation of the CONDOMINIUM as increased by the addition of



the phase; however, expenses incurred by the ASSOCIATION in connection with the COMMON ELEMENTS of additional phases will be a COMMON EXPENSE to be assessed against a larger number of UNITS in proportion to their respective shares of the COMMON ELEMENTS, and (vi) the ownership interest in the COMMON ELEMENTS and share of the COMMON EXPENSES of each UNIT will be reduced pursuant to Paragraph 8 of this DECLARATION.

24. Alternate Improvement of Additional Lands. The ASSOCIATION reserves the following rights with respect to all or any portion of the lands described in Exhibit "D" of the DECLARATION in lieu of or in addition to improving such lands and adding same as additional phases to the CONDOMINIUM:

25. ADDITIONAL LANDS THAT MAY BECOME PART OF THIS CONDOMINIUM.

25.1 Common Recreational Facilities. The DEVELOPER plans to construct recreational facilities on the property described in Exhibit "D" as "Common Recreational Facilities". The timing of such construction shall be in the sole discretion of the DEVELOPER, provided, however, that same shall be constructed and completed no later than July 1, 1982. At such time as the recreational facilities are constructed the DEVELOPER shall convey the recreational facilities to the ASSOCIATION. The recreational facilities will include, at a minimum, a swimming pool and deck, a clubhouse and related facilities, and personal property having a value of not less than \$300.00. If, for any reason, all of the phases contemplated by this DECLARATION are not added to the CONDOMINIUM, the DEVELOPER, in its sole discretion, may grant to the UNIT OWNERS and residents of any other condominium which is developed within the property contained within Exhibit "A" the right to use the common recreational facilities. In that event the ASSOCIATION shall maintain a separate budget, and separate books and records, of the expenses relating to the recreational facilities. Each condominium whose UNIT OWNERS and residents have the right to use the recreational facilities shall be required to pay the ASSOCIATION a portion of such expenses equal to the ratio that the number of units in the condominium bears to the total number of units in all condominiums, the residents of which have the right to use the recreational facilities, including this CONDOMINIUM. The amount payable by any condominium shall be assessed to, and will be payable by, the condominium association operating the condominium, which assessment shall be made pursuant to the aforementioned budget for the recreational facilities. Copies of any such budget and a notice of any assessments payable by a condominium association shall be sent to such condominium association by the ASSOCIATION not less than thirty (30) days prior to the due date of any assessment. Each condominium association obligated for a portion of the expenses of the recreational facilities shall be entitled to inspect the books and records relating to the recreational facilities at any time upon reasonable notice.

25.2 Lakes. There are three lakes within the property described in Exhibit "A" of this DECLARATION, which are comprised of parcels L-25, L-27, and L-28, of THE LAKES OF DEER CREEK, according to the plat thereof, recorded in Plat Book 108, Page 22, of the Public Records of Broward County, Florida. The DEVELOPER reserves the right to convey any or all of the lakes to the ASSOCIATION. The timing of any such conveyance shall be in the sole discretion of the DEVELOPER, and the DEVELOPER shall have no duty or obligation to convey any or all of the lakes, provided, however, that the DEVELOPER shall be required to convey all of the lakes if and when all of the phases contemplated by this DECLARATION are added to the CONDOMINIUM. With respect

to the lakes within Exhibit "A" of this DECLARATION, THE LAKES DECLARATION contains provisions regarding the lakes. Pursuant to Article II of THE LAKES DECLARATION, the owner of any such lake is required to maintain the lake but the owner of any "LAKEFRONT PROPERTY" contiguous to the lake, as defined in THE LAKES DECLARATION, is required to pay a portion of the costs of owning and maintaining the lake as set forth in said Article II of THE LAKES DECLARATION. Accordingly, if any lake is conveyed to the ASSOCIATION, the ASSOCIATION will be required to maintain the lake, and the owner of any LAKEFRONT PROPERTY contiguous to the lake which is not within this CONDOMINIUM or owned by the ASSOCIATION will be required to pay a portion of the costs of owning and maintaining the lake, as set forth in THE LAKES DECLARATION. If any lake is not conveyed to the ASSOCIATION, the ASSOCIATION will be required to pay a portion of the costs of owning and maintaining the lake to the owner of the lake, as set forth in THE LAKES DECLARATION. In any event, all expenses of the ASSOCIATION with respect to the ownership and/or maintenance of any lake will be a COMMON EXPENSE.

25.3 Common Areas. There are various "common areas" within the PROPERTY described in Exhibit "A" of this DECLARATION, which consist of Parcels L-14 through L-18 of THE LAKES OF DEER CREEK, according to the plat thereof, recorded in Plat Book 108, Page 22, of the Public Records of Broward County, Florida. The DEVELOPER reserves the right to convey any or all of these common areas to the ASSOCIATION. Any such common area shall be conveyed to the ASSOCIATION at such time as any phase of the CONDOMINIUM which is contiguous to the common area is added to the CONDOMINIUM, and no common area shall be conveyed to the ASSOCIATION until the foregoing condition exists. After any common area is conveyed to the ASSOCIATION, the ASSOCIATION shall be responsible for the maintenance of such common area, and all costs of owning and maintaining the common area shall be a COMMON EXPENSE. Any common area which is conveyed to the ASSOCIATION will be subject to certain easements, as set forth in Article III of THE LAKES DECLARATION.

25.4 The ASSOCIATION shall be required to accept the conveyance of any recreational facility, lake, or common area made pursuant to Paragraphs 25.1 - 25.3 above, and any such conveyance shall be effective upon the recording of a deed to the ASSOCIATION in the public records of the county where the CONDOMINIUM is located. The DEVELOPER shall deliver a recorded copy of any such deed to the ASSOCIATION after same is recorded, but the delivery of any such deed shall not be required in order to make the conveyance effective. Furthermore, if any recreational facility, lake, or common area is conveyed to the ASSOCIATION, pursuant to Paragraphs 25.1 - 25.3 above, at any time after any such conveyance the ASSOCIATION shall have the right to unilaterally amend this DECLARATION to make any such recreational facility, lake or common area a COMMON ELEMENT, and any such amendment shall not require the joinder of any unit owner or mortgagee, but need be executed only by the President of the ASSOCIATION. Any such amendment shall divest the ASSOCIATION of title to the land described in the amendment and shall vest title in the UNIT OWNERS as part of the COMMON ELEMENTS, without naming them and without further conveyance, in the same proportion as the undivided shares in the COMMON ELEMENTS that are appurtenant to the UNITS owned by them, respectively.

## 26. THE DEER CREEK DECLARATION.

This CONDOMINIUM is subject to the DEER CREEK DECLARATION. Pursuant to the DEER CREEK DECLARATION, each UNIT OWNER will be a member of the Deer Creek Improvement Association, Inc., and will be required to pay assessments to the Deer Creek Improvement Association, Inc. The ASSOCIATION is hereby authorized to collect and pay the assessments to the Deer Creek Improvement Association, Inc., as a COMMON EXPENSE of the CONDOMINIUM, upon written notice to the UNIT OWNERS.

## 27. Miscellaneous Provisions.

27.1 The invalidity in whole or in part of any covenant or restriction of any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION, the ARTICLES, BYLAWS, or Rules and Regulations of the ASSOCIATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

27.2 In the event any court shall hereafter determine that any provisions as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the 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 life shall be that of the last surviving original purchaser of a UNIT.

27.3 Notices. All notices required or desired hereunder or under the BYLAWS shall be sent to the ASSOCIATION c/o its office at the CONDOMINIUM or to such other address as the ASSOCIATION may hereafter designate from time to time by notice in writing to all UNIT OWNERS, or the registered agent as designated with the Secretary of State of the State of Florida. All notices to any UNIT OWNERS shall be sent to the CONDOMINIUM address of such UNIT OWNER or such other address as may have been designated by such UNIT OWNER from time to time, in writing, to the ASSOCIATION. All notices to mortgagees of UNITS shall be sent to their respective addresses, or to any other address designated by them from time to time, in writing, to the ASSOCIATION. Notice given by certified mail, return receipt requested, shall be effective the day after mailed, and notice by any other means shall be effective upon delivery to the person being notified.

27.4 Signature of President and Secretary. Wherever the signature of the president of the ASSOCIATION is required hereunder, the signature of a vice-president may be substituted therefore, and wherever the signature of the secretary of the ASSOCIATION is required hereunder, the signature of an assistant secretary may be substituted therefore, provided, that the same person may not execute any single instrument on behalf of the ASSOCIATION in two separate capacities.

27.5 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are effected or determined by this DECLARATION, the Exhibits annexed hereto, or the rules and regulations adopted pursuant to such documents, as same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

27.6 Waiver. No provisions contained in this DECLARATION shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

27.7 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

27.8 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

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

Ellen Sanborn, Secretary