

This instrument prepared by: *v/e 165*  
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
CONDOMINIUM FOR LUCENTE VILLAGE A**

I HEREBY CERTIFY that the amended Declaration of Condominium for Lucente Village A attached to this Certificate was duly adopted by the members of Lucente Village Condominium Association, Inc. amending the Declaration of Condominium for Lucente Village A. The original Declaration of Condominium for Lucente Village A is recorded in Official Records Book 8738 at page 1856 of the Public Records of Palm Beach County, Florida.

DATED this 1st day of December, 2008.

As to witnesses:

Jenat Gregory  
Print Name: Jenat Gregory

Jane Melnick  
Print Name: Jane Melnick

LUCENTE VILLAGE A

By: David Pester  
David Pester, President

Attest: Roberta Landess  
Roberta Landess, Secretary

(Seal)  
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 1st day of December, 2008, by David Pester and Roberta Landess, as President and Secretary of Lucente Village A. respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ as identification and who did take an oath.

(SEAL)

[Signature]  
NOTARY PUBLIC  
State of Florida at Large.  
My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA  
G. Patricia Rothermel  
Commission #DD798748  
Expires: JUNE 18, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

DECLARATION OF CONDOMINIUM  
OF  
LUCENTE VILLAGE "A" A CONDOMINIUM

MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Developer"), being the original owner of the fee simple title to the property described in Exhibit "A" attached hereto, for itself, its successors, grantees and assigns, had originally submitted said land and, as otherwise provided herein, all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal, or mixed, intended for use in connection therewith, to condominium ownership pursuant to Chapter 718 of the Florida Statutes, as in effect on the date of original recordation hereof ("Condominium Act") less and except the Central System as hereinafter defined and all public utility installations, and other personal property or equipment, if any, not owned by the Developer.

All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through and under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association hereinafter defined. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements as defined herein.

I. DEFINITIONS.

As used in this Declaration, in the Articles of Incorporation and in the Bylaws attached hereto, and in all amendments thereto, unless the context requires otherwise:

- A. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.
- B. "Association" or "Corporation" means Lucente Village Condominium Association, Inc., a Florida corporation not for profit responsible for the operation of the Condominium.
- C. "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the benefit of its members.
- D. "Board of Administration" or "Board" means the board of directors or other representative body responsible for the administration of the Association.

- E. "Articles" and "Bylaws" means the Articles of Incorporation and the Bylaws of the Association as they exist from time to time.
- F. "Central System" means a closed circuit television system, telecommunication system, a master antenna system and community antenna television system and related ancillary services.
- G. "Committee" means a group of Board members and Unit Owners appointed by the Board to make recommendations to the Board or take action on behalf of the Board.
- H. "Common Elements" means that portion of the Condominium Property not included in the Units. Common Elements shall include the items described in Article 4 hereof.
- I. "Common Expenses" means the expenses of administration, maintenance, operation, repair, replacement, or protection of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expenses, whether or not included in the foregoing, designated as common expenses by the Condominium Act, or this Declaration, the Articles or the Bylaws.
- J. "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 the Common Expenses.
- K. "Condominium", "the Condominium", or "this Condominium" means Lucente Village "A", a Condominium.
- L. "Condominium Building" means the structures which comprise that part of the Condominium Property within which the Units are located.
- M. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Units.
- N. "Condominium Property" means and includes all lands that are subjected hereunder to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and other rights appurtenant thereto intended for use in connection with the Condominium.
- O. "Declaration" or "Declaration of Condominium" means this instrument as it may from time to time be amended.
- P. "Easement Property" means the land on which certain parking, pool and other facilities may be located, as described in Article 19. E. hereof.
- Q. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

- R. "Mortgagee" means a generally recognized and duly authorized institutional lender such as a bank, savings and loan association, insurance company, mortgage company, real estate or mortgage investment, trust, which owns or holds a first mortgage encumbering a Condominium Parcel. "Mortgagee" also includes the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration and Federal Housing Administration or any other lender, or its loan correspondent or agency of the United States Government holding, guaranteeing or insuring a first mortgage on a Condominium Parcel.
- S. "Operation" or "Operation of the Condominium" means and includes the administration and management of the Condominium Property.
- T. "Special Assessment" means any assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.
- U. "Unit" or "Apartment" means a part of the Condominium Property which is to be subject to private ownership, as designated in this Declaration, which shall consist of land and/or improvements.
- V. "Unit Owner", "Apartment Owner", or "Owner of a Unit" means a record owner of legal title to a Condominium Parcel as shown by the real estate records in the office of the Clerk of Palm Beach, Florida, whether such owner be one or more persons, firms, associations, corporations, or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.
- W. "Utility Service" as used in the Condominium Act, construed with reference to this Condominium, and as used in this Declaration, the Articles and the Bylaws shall include, but not be limited to, electric power, gas, hot and cold water, trash and sewage disposal.

2. CONDOMINIUM NAME, CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION AND ENJOYMENT.

- A. The name of this Condominium is LUCENTE VILLAGE "A", a CONDOMINIUM.
- B. There shall pass with each Unit as appurtenances thereto:
- (1) An undivided share in the Common Elements;
  - (2) An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time;

- (3) An undivided share in the Common Surplus;
  - (4) Membership of the Unit Owner(s) in the Association;
  - (5) The use of such parking space or spaces as may be assigned for the Unit Owner's exclusive use, as further described in Article 25.I. hereof; and,
  - (6) The use of storage closet or closets, if any, as may be assigned for the Unit Owner's exclusive use. Any damage to a storage closet shall be paid by and/or charged against the Unit.
- C. Each Unit Owner is entitled to the exclusive possession of his/her Unit subject to the provisions of this Declaration. He/she shall be entitled to the use of the Common Elements, in accordance with the provisions of this Declaration and 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 mutual easement for that purpose is hereby created.
- D. When a Unit is rented or leased, a tenant(s) shall have all use rights in the Association Property and those Common Elements otherwise readily available for use generally by Unit Owners and the Unit Owner(s) of such rented or leased unit shall not have such rights except as a guest. The foregoing shall not interfere with the Unit Owner(s) rights of access as a landlord under the laws of Florida.
- E. Each Unit is identified by a specific numerical designation as set forth in Exhibit "B" attached hereto. In horizontal dimension, each Unit consists of the area bounded by the unfinished interior surfaces of the perimeter walls, doors and windows of such Unit. In vertical dimension, each unit consists of the space between the top of the unfinished concrete floor and the bottom of the unfinished ceiling of each such Unit. Each Unit Owner(s) shall not own the undecorated or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his/her Unit, nor shall he/she own pipes, wires, conduits or other utility lines running through his/her Unit which are utilized for or serve more than 1 (one) Unit, which items are hereby made part of the Common Elements. Said Owner(s), however, shall own the walls and partitions which are contained within his/her Unit, and inner decorated or finished surfaces of the perimeter walls, floor and ceilings, including plaster, paint and wallpaper.
- F. Unit Owner(s) shall own and be responsible for the maintenance, repair and replacement of all components for the individual air conditioning unit which services his/her unit.
- G. Subject to and except as provided by the provisions of Article 20.C of this Declaration, Units shall only be used as a single-family residences by the Owner(s) thereof, his/her family member(s) and guest(s) in accordance with Rules and Regulations of the Association. A Unit shall be occupied by no more than 2(two) persons per bedroom. Family shall mean and refer to: (1) a group of natural persons related to each other by blood or legally related to

each other by marriage or adoption, or; (2) a group of not more than 4 (four) persons not so related who maintain a common household in a Unit.

3. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

- A. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to a Unit, whether or not separately described.
- B. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.
- C. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie, except as provided herein with respect to the termination of the Condominium.

4. COMMON ELEMENTS.

- A. Common Elements include the following:
  - (1) The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.
  - (2) Any portion of the Condominium Property which is not included within the Units.
  - (3) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to Units and the Common Elements.
  - (4) An easement of support which is hereby created in every portion of a Unit which contributes to the support of a Condominium building.
  - (5) The property and installations required for the furnishing of Utility Services and other services to more than 1 (one) Unit, the Common Elements or a Unit other than the Unit containing the installation.
  - (6) The easement rights (but not the Easement Property) described in Article 19 D & E of this Declaration.
- B. The undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit is 1/32 (one thirty-two).

5. LIMITED COMMON ELEMENTS

There may be Limited Common Elements appurtenant to Units in this Condominium, as specified herein or reflected by the survey, plot plan, and graphic description of improvements, attached as Exhibit "B" hereto, which may include, but not be limited to, patios, balconies, storage closets and air conditioning compressors or

other components, if located within the Condominium Property which are specifically designated and delineated. Such Limited Common Elements shall only exist if and to the extent specifically shown as such on Exhibit "B" hereto, or expressly created as such herein. Such Limited Common Elements are reserved for the use of the Units, and there shall pass with a Unit as an appurtenance thereto the exclusive right to use the Limited Common Elements so appurtenant or assigned. exterior surfaces of patios and balconies (including screening but not including any enclosure constructed by a Unit Owner) together with doors, windows, skylights and casings and framing therefore shall be Limited Common Elements appurtenant to the Unit which they adjoin.

6. DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

- A. The legal description of the land hereby submitted to condominium ownership is set forth in Exhibit "A" attached hereto and made a part hereof.
- B. Exhibit "B" attached hereto and made a part hereof is a survey of said land, a graphic description of the improvements in which Units are located, and a plot plan thereof. Although the Easement Property is also shown as part of Exhibit "B", such land, and any improvements thereon, if any, is not necessarily part of the Condominium Property.
- B. The identification, location and dimensions of each Unit and the Common Elements appear on Exhibit "B". Together with this Declaration, Exhibit "B" includes sufficient detail to identify the Common Elements and each unit and provides adequate representations of their locations and dimensions.

7. AMENDMENTS TO PLANS.

- A. No Unit Owner(s) shall make any addition, alteration or improvement in or to the Common Elements or any Limited Common Elements without the prior written consent of the Board of Administration. The Board shall have the obligation to answer any written request by a Unit Owner(s) for approval of such an addition, alteration or improvement to the Common Elements or Limited Common Elements within 30 (thirty) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with authorities having jurisdiction and with any conditions imposed by the Board of Administration, with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. The approval of the Board of Administration to any proposals or plans and specifications or drawings for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval as to similar proposals, plans and specifications or drawing subsequently or additionally submitted for approval. No member of the Board of Administration shall be liable to any Unit Owner or other person by reason of mistake in judgment, failure to point out deficiencies in proposals or plans and specifications or drawings or any other act or omission in connection with the approval of proposals or plans and specifications and drawings.

- B. A Unit Owner(s) making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner(s) and his/her 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, and shall be solely responsible for the maintenance, repair and insurance from and after the date of installation or construction thereof as may be required by the Board of Administration. Unless expressly permitted in writing by the Board of Administration, the installation of any floor covering, other than padded carpeting or well padded vinyl tile, is prohibited. In either event, Unit Owners in the Upper Units shall have the duty of causing thereto be placed underneath such covering, so as to be between any such covering and the floor of the Unit, generally accepted and approved material for diminution of noise and sound, so that the floors shall be adequately soundproofed according to general architectural and engineering standards presently observed in the community. If a Unit Owner(s) is planning to install ceramic tile, Unit Owner(s) must obtain written approval before any installation can be made. Approval must be obtained from the Architectural Review Committee indicating specifics of materials to be used in the entire project.

#### 8. AMENDMENT OF DECLARATION.

- A. This Declaration may be amended at any regular or special Members' meeting called or convened in accordance with the Bylaws by the affirmative vote of at least 80% (eighty percent) of the Members of the Association, voting in person or by proxy, at any meeting at which a quorum has been attained, except as to amendments of the kind described in Article 8A(1) below. Therefore, all proposed amendments related to Lucente Village Condominium Association, Inc., for the Declarations of Condominium of Lucente Village "A" and Lucente Village "B", will be considered and voted on as one by the Unit Owners of Lucente Village "A" and Lucente Village "B", and will not be voted on an individual condominium basis. This Amendment to paragraph A shall not be deemed effective for either Lucente Village "A" or Lucente Village "B" until such time that the Amendment is approved by the required vote of both Villages. Amendments of the kind described in Article 8A (1) shall be amended only upon the affirmative vote of at least 50% (fifty percent) of the Unit Owners, unless required by a governmental entity. All amendments shall be evidenced by a certificate executed as required by the Condominium Act and recorded among the Public Records of Palm Beach County, Florida; provided, however, that except as otherwise provided in this Declaration.

- (1) Subject to the provisions of Article 7 above, no amendment shall change the configuration or the size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus unless the record owner of the Unit and all Mortgagees thereon shall join in the execution of such amendment;
- (2) No amendment shall be passed which shall materially affect the rights or interests of any Mortgagee without the prior written consent of such Mortgagee;



- (3) Any amendment which would affect the surface water management system, including water management portions of the Common Elements, shall not be passed without the prior written approval of the South Florida Water Management District and the Lake Worth Drainage District. The consent or joinder of some or all Mortgagees of Units to or in amendments to this Declaration shall not be required unless the requirement is limited to amendments materially affecting the rights or interests of the Mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and unless the requirements provides that such consent may not be unreasonably withheld. Except as to amendments: (a) described in this Article 8 A (1) above; (b) required by the Federal Home Loan Mortgage Corporation and; (c) amendments permitting the creation of time-share estates in any Unit of the Condominium, it shall not be presumed that all other amendments to this Declaration do not materially affect the rights and interests of any Mortgagee. The acquisition of property by the Association, and material alterations or substantial additions to such property or the Common Elements by the Association, in accordance with the provisions of the Act or Articles 9 (E) (11) and Section 11 of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units.

- B. Invalidation of any part of this Declaration, any provision contained in any plat of the Condominium Property or in a conveyance of a Unit in the Condominium by judgment, court order or law shall not affect any of the other provisions hereof which shall remain in full force and effect.

#### 9. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

- A. The operation of the Condominium shall be vested in the Association. The Association has been organized as a Florida corporation not for profit and a copy of its Articles of Incorporation are attached hereto and made a part hereof of Exhibit "C".
- B. No Unit Owner, except an Officer or Director of the Association, shall have any authority to act for the Association.
- C. All Unit Owners shall automatically be members of the Association, and a Unit Owner's membership shall terminate when he/she no longer owns his/her Unit.
- D. Unit Owners shall be entitled to 1 (one) vote for each Unit owned in accordance with the voting privileges set forth in the Articles and Bylaws. Multiple owners of a Unit shall collectively be entitled to 1 (one) vote for said Unit in accordance with voting privileges set forth in the Articles and Bylaws. There shall be no cumulative voting.

E. The powers and duties of the Association shall include those set forth in the Articles, Bylaws, the Condominium Act, the Florida General Corporation Act, the Florida Not For Profit Corporation Act, and this Declaration and shall include, but not be limited to, the following:

- (1) The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the terms of this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units;
- (2) The power to levy and collect Assessments from Unit Owners to pay Common Expenses and to lease, maintain, repair and replace the Common Elements;
- (3) The power to levy and collect Special Assessments and other charges and surcharges from Unit Owners;
- (4) The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives;
- (5) The power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Condominium Property and the Easement Property and administration of the Association. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain, preserve, repair and replace the Common Elements, but shall not relieve each Unit Owner from his/her personal responsibility to maintain and preserve the interior surfaces of his/her Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner(s), by his/her acceptance of the deed to his/her Unit, shall bind himself/herself, his/her heirs, personal representatives, successors and assigns any management contract, to the same extent and effect as if he/she had executed such contract for the purposes herein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of the same by the Association, covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by the Unit Owners as required under said contract, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable and agreeing that the persons acting as Directors and Officers of the Association entering into such a contract have not breached any of their duties or obligations to the Association by virtue of the execution of said contract. The management contract, if any, and the acts of the Board of Administration and Officers of the Association in entering into such agreement, are hereby ratified, confirmed, approved and adopted;

- (6) The power to adopt reasonable Rules and Regulations: (a) for the maintenance and conservation of the Condominium Property; (b) for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such Rules and Regulations; (c) regarding the frequency, time, location, notice and manner of inspections of records and the copying of such records and; (d) to prohibit dual usage by a Unit Owner(s) and a tenant(s) of Association Property and Common Elements otherwise readily available for use generally by Unit Owners;
  - (7) The power to purchase Units in the Condominium and to acquire, hold, lease, mortgage and convey the same and the Easement Property;
  - (8) The power to obtain and maintain adequate insurance to protect the Association and the Common Elements;
  - (9) The power to charge a use fee against a Unit Owner for the exclusive use of Common Elements or Association Property;
  - (10) The power to contract with a cable operator licensed by the County to provide cable television service on a bulk rate basis to Unit Owners;
  - (11) The power to acquire title to property or otherwise hold, convey, lease and mortgage Association Property for the use and benefit of the Unit Owners;
  - (12) The power to acquire, hold, convey, lease or encumber personal property shall be exercised by the Board of Administration; and,
  - (13) The power to purchase any land or recreation lease upon the approval of Unit Owners owning not less than 80% (eighty percent) of the Units represented at any meeting at which a quorum has been attained.
- F. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least 2/3 (two-thirds) of the Mortgagees (based upon 1 (one) vote for each first mortgage owned), or Owners have given their prior written approval, the Association shall not be entitled to:
- (1) By act or omission, seek to abandon or terminate the Condominium;
  - (2) Change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or; (b) determine the pro rata share of ownership of each Unit in the Common Elements;
  - (3) Partition or subdivide any Unit;
  - (4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for MATV and or CATV services or for other purposes consistent with the intended use of the Common Elements by

the Owners shall not be deemed a transfer within the meaning of this clause.); and,

- (5) Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion.

#### 10. BYLAWS.

The administration of the Association and the operation of the Condominium Property shall be governed by the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "D". No modification of or amendment to these Bylaws shall be deemed valid unless duly adopted as provided in the Bylaws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. Although an amendment to the Bylaws must be recorded as an amendment to this Declaration, as aforesaid, amendments to the Bylaws shall not require the approval otherwise required for amendment of this Declaration as set forth in Article 8 hereof. No amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel.

#### 11. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

- A. The maintenance, repair and replacement of the Common Elements shall be the responsibility of the Association; provided, however, that the Association shall not be responsible for;
  - (1) the maintenance, repair and replacement of any air conditioning \ compressor or other component that serves a particular Unit, which are Limited Common Elements the responsibility for which shall be borne solely by the Owner(s) of each Unit;
  - (2) the repair or replacement of any of the Common Elements caused by an individual Unit Owner(s) negligence or intentional misconduct, which shall be charged to such Unit Owner(s) and;
  - (3) the following specific items which shall be the responsibility of the Unit Owners, individually and not the Association, without regard to whether such items are included within the boundaries of the Units or are Limited Common Elements: where Limited Common Elements consist of a terrace or balcony, the Unit Owner(s) who has the right to the exclusive use of the terrace or balcony shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said area, if any, storage closets, if any, and the fixed or and/or sliding glass door(s) in the entrance way(s) or other portions and fixture(s) thereon, if any, and the replacement of light bulbs, if any.
- B. There shall be no material alteration or substantial addition to the Common Elements, Limited Common Elements or to real property which is Association Property except (1) pursuant to Article 7 or 8 of this Declaration, or (2) the

Board of Administration shall have the right to make alterations or additions to the Common Elements, if such alterations or additions are recommended by the Board and approved by a majority of Owners in the Condominium present at a duly called meeting of Unit Owners at which a quorum is attained.

- C. No Unit Owner(s) shall do anything within his/her Unit or on the Common Elements which would adversely affect the safety or soundness of the Common Elements or any portion of the Association Property or Condominium Property which is to be maintained by the Association.
- D. No fence, wall, gate or other structure, addition or improvement may be erected, installed, maintained or removed on the Condominium Property until the design, construction, specifications and a plan showing the location of the structure or improvement have been approved in writing by the Board of Administration (or an architectural review committee appointed by it) as to quality, design and materials, harmony with existing structures, and as to location with respect to topography and finished grade elevation. Such approval of the Board of Administration (or its designee) shall not be required in the event that the Board of Administration fails to give such approval within 30 (thirty) days after receipt of a written request for same. In no event will such approval be unreasonably withheld nor will any charge be made therefore. Nothing contained in this paragraph shall be construed to lessen the obligation of any Unit Owner(s) to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure.
- E. All maintenance, repairs and replacements of, in or to any Unit, whether structural or nonstructural, ordinary or extraordinary, including without limitation, maintenance, repair and replacement of screens, windows, the entrance door and all other doors within or affording access to a Unit, and the electrical, plumbing, heating and air-conditioning equipment, fixtures and outlets, if any, within the Unit or belonging to the Unit Owner(s), shall be performed by the Owner(s) of such Unit at the Unit Owner(s) sole cost and expense, except as otherwise expressly provided to the contrary herein, and shall be in accordance with the original plans and specifications therefore or as otherwise directed by the Board of Administration. Additionally, each Unit Owner(s) shall pay all charges for utility services metered directly to his/her Unit.
- F. If any of the Unit Owners fail to maintain the Limited Common Elements as provided for in this Declaration, the Association shall have the power to provide for such maintenance and to charge such Unit Owners for the costs of same. If this Declaration is amended to provide for the Association to maintain certain Limited Common Elements at the expense of only those entitled to use the Limited Common Elements, such costs shall be apportioned equally among those Unit Owners entitled to use the Limited Common Elements, and in such event, the Association may use the Provisions of Article 13 of this Declaration to enforce payment of such costs by those Unit Owners entitled to use the Limited Common Elements.
- G. The Board, through the ARC Committee, shall adopt hurricane shutter specifications for the Building, which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall

comply with the applicable building code. Notwithstanding any provision to the contrary in this Declaration, if approval is required hereunder, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The installation, replacement, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements, and shall be maintained by the individual Unit Owner(s).

## 12. COMMON EXPENSES AND COMMON SURPLUS.

- A. Common Expenses shall include the expenses of the operation, maintenance, repair, replacement, or protection of the Common Elements and Association Property, the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract, costs of carrying out the powers and duties of the Association and any other expense whether or not included in the foregoing, designated as Common Expenses by the Condominium Act, this Declaration, the Articles or the Bylaws.
- B. Except as otherwise specifically provided herein, Common Expenses shall be assessed against Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration.
- C. Common Surplus, if any, shall be owned by Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration.

## 13. ASSESSMENTS: LIABILITY, LIENS, PRIORITY, INTEREST AND COLLECTIONS.

- A. The Association, through its Board of Administration, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association in the manner provided in the Bylaws, the Assessments shall include monies required for the payment of reserves for capital expenditures and deferred maintenance. The Assessment shall initially be made for 1 (one) year periods, but shall be payable in advance, in quarterly installments, on the first day of each calendar quarter; however, the Board of Administration shall have the power to establish other collection procedures to levy Special Assessments against Units in their respective percentages if a deficit should develop in the payment of Common Expenses.
- B. Unit Owner(s), regardless of the manner in which he/she acquired title to his/her Unit, including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments while he/she is the Owner(s) of a Unit. The grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his/her share of the Common Expenses up to the time of such voluntary conveyance. The liability for Assessments or Special Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made. A Mortgagee who acquires title to the Unit by

foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the Mortgagee's receipt of the deed. However, the Mortgagee's liability is limited to a period not exceeding 6 (six) months, but in no event does the Mortgagee's liability exceed 1% (one percent) of the original mortgage debt. The Mortgagee's liability for such Common Expenses or Assessments does not commence until 30 (thirty) days after the date the Mortgagee received the last payment of principal or interest. In no event shall the Mortgagee be liable for more than 6 (six) months of the Unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the Unit by the Mortgagee or 1% (one percent) of the original mortgage debt, whichever amount is less.

- C. Assessments and installments thereof not paid when due shall bear interest from the due date until paid at the maximum rate allowed under Florida law. The Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 (twenty-five dollars) or 5% (five percent) of each installment of the Assessment (and Special Assessment to the extent allowed by law), for each delinquent installment. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent Assessment, (and/or Special Assessment, to the extent allowed by law). The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee shall neither be subject to the provisions of Florida's interest and usury laws nor the provisions of the Condominium Act dealing with the levy of fines against a Unit.
- D. The Association shall have a lien upon each Condominium Parcel to secure the personal obligation of each Unit Owner(s) thereof for any unpaid Assessment and interest thereon. Such lien shall also secure reasonable attorneys' fees and costs incurred by the Association incident to the collection of such Assessment or enforcement of such lien. The claim of lien shall be recorded among the Public Records of Palm Beach County, Florida, in the manner provided by the Condominium Act.
- E. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also bring an action to recover a money judgment for unpaid assessments without waiving any claim of lien. The Association shall be entitled to recover its reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. If a Unit Owner(s) remains in possession of the Unit after a foreclosure judgment has been entered the court, in its discretion, may require the Unit Owner(s) to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action. The Association may bid in the Condominium Parcel at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

- F. Any Mortgagee or other purchaser acquiring title to a Condominium Parcel as a result of foreclosure or a deed in lieu of foreclosure may not during the period of its ownership of such Condominium Parcel, whether or not such Condominium Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.
- G. Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees as set forth in the Condominium Act.
- H. Except as provided in this Article 13.H., no Unit Owner(s) may be excused from the payment of his/her proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment.
- I. If any unpaid share of Common Expenses or Assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all the Unit Owners.

#### 14. TERMINATION OF OWNERSHIP.

- A. Except as otherwise provided in Article 14.B. below, all Unit Owners and the holders of all liens and mortgages upon all of the Condominium Parcels execute and duly record an instrument terminating the Condominium, or if "major damage" occurs as defined in and subject to Article 23.A.(2)(b) hereof, the Condominium Property shall be removed from the provisions of the Condominium Act and thereafter owned in common by the Unit Owners. The undivided interest in the Property owned in common by each Unit Owner(s) shall then be the percentage of the undivided interest previously owned by such Unit Owner in the Common Elements, and any liens which encumbered any Condominium Parcel shall be transferred to said undivided interest of the Unit Owner in the Property. All easements provided in this Declaration shall survive the termination of the Condominium.
- B. If the Unit Owners of at least 85% (eight-five percent) of the Common Elements elect to terminate the Condominium, they shall have the option to buy the Units of the other Unit Owners for a period of 60 (sixty) days from the date of the meeting wherein the election to terminate the Condominium was taken. The purchase price shall be the fair market value of the Units as of the date of said meeting as determined by arbitration under the rules of the American Arbitration Association. The price shall be paid in cash within 30 (thirty) days of the determination of the same.

#### 15. EQUITABLE RELIEF

In the event of "major damage" to or destruction of all or a substantial part of the Condominium Property and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of competent jurisdiction for equitable relief which may, but need not, include termination of the Condominium and partition.



#### 16. LIMITATION OF LIABILITY.

- A. The liability of each Unit Owner(s) for Common Expenses shall be limited to the amounts assessed against him/her from time to time in accordance with the Condominium Act, this Declaration, the Articles and the Bylaws.
- B. A Unit Owner(s) may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his/her pro rata share of that liability in the same percentage as his/her interest in the Common Elements and in no event shall said liability exceed the value of his/her Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his/her own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence.
- C. 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 the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene and defend.

#### 17. LIENS.

- A. Subsequent to the recording hereof and while the Condominium Property remains subject hereto, no liens of any nature shall be valid against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners.
- B. Unless a Unit Owner(s) has expressly requested or consented to work being performed or materials being furnished to his/her Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien hereon unless authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Unit Owners thereof are liable for Common Expenses.
- C. In the event a lien against 2 (two) or more Condominium Parcels becomes effective, each owner(s) thereof may release his Condominium Parcel from the lien by paying the proportionate amount attributable to his/her Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record from such Condominium Parcel.

#### 18. REMEDIES FOR VIOLATION.

Each Unit Owner(s), his/her family, invitee(s) and/or tenant(s), shall be governed by and conform to the provisions of the Condominium Act, this Declaration, the Articles, the Bylaws and the Rules and Regulations of the Association. Failure to do so shall entitle the Association or any other Unit Owner(s) to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

19. EASEMENTS.

- A. Owners of Units shall have, as an appurtenance to their Units, a perpetual easement for ingress and egress to and from their Units over and upon stairs, elevators, walks and other Common Elements intended for such purposes.
- B. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. The Association shall have an easement over all Condominium Property for the maintenance and repair of any Common Elements, provided such activity does not materially adversely affect the substantial use of any Unit by its Owner(s).
- C. The Condominium Property shall be subject to such easements for utilities as may be required to properly and adequately serve the Condominium Property as it exists from time to time. Each of the said easements, whether heretofore or hereafter created, shall constitute covenants running with the Condominium Property and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium.
- D. An easement shall exist for pedestrian traffic over, through and across that portion of the Common Elements improved with sidewalks, paths and walks (including grass covered open space) and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes. All of such easements shall be without charge and shall be for the use and benefit of all members. The Association hereby grants to delivery, including newspaper delivery, pick-up, including waste disposal pick-up and fire protection services, police and other authorities of the law, United States postal carriers, representatives of electrical, telephone and other utilities authorized by the Association to service the Condominium, and representatives of cable television, and to such other persons as the Association from time-to-time may designate, the non-exclusive, perpetual right of ingress and egress over, through and across such portions of the Common Elements for the purposes of performing their authorized services and investigation. Such easements shall survive any termination of this Declaration.

- E. As an appurtenance to the Condominium Property for the use and benefit of all members of the Association, as well as approved renter(s)/lessee(s) and those guests of such members, as the Association shall from time to time permit pursuant to Rules and Regulations duly adopted by the Association, an easement (the "Easement") over the property described in Exhibit "E" is attached hereto (the "Easement Property"). Use of the Easement Property shall be exclusively for members of the Association, as well as approved renter(s)/lessee(s), and their guests as previously provided. A parking area together with related improvements including lighting and landscaping has been constructed on this Easement Property. Use of any portion of the Easement Property by members of the Association, as well as approved renter(s)/lessee(s) and those guests of such members, is limited to those purposes as are reasonably consistent with the nature of the improvement constructed thereon. For example, paved roadways may be used for pedestrian and vehicular traffic, etc. The Association shall be responsible for the cost and performance of maintaining and operating such improvements (parking area, driveways, lighting, landscaping, etc.) and the cost of owning the underlying land (including taxes) and all such costs of the Common Expenses of the Association assessable against all Units owned by all members of the Association (and not limited to Units in the Condominium). An appurtenance to the Condominium Property is for the use and benefit of all members of the Association, as well as approved renter(s)/lessees, and those guests of such members, renter(s)/lessee(s), as shall from time to time be permitted pursuant to Rules and Regulations duly adopted by any entity having jurisdiction thereover, as well as the right to use unassigned parking spaces and paved roadways, if any on the Adjacent Property, in common with owners of resident units, as well as approved renter(s)/lessee(s), and their guests, on such Adjacent Property, for purposes which are reasonably consistent with the nature of any improvements which may be constructed thereon.
- F. The Board of Administration on behalf of the Association and all Unit Owners, as their attorney-in-fact for this purpose, shall have the right to grant such additional electric, gas, water distribution or waste water collection or other utility or service or other easements, or relocate any existing easements or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any access easements in any portion of the Condominium or Association Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium Building, or any portion thereof or the Platina Project or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. The Board of Administration has the authority without the joinder of any Unit Owners, to grant, modify or move any easement, subject to the provisions of the easement, if the easement constitutes part of or crosses the Common Elements or Association Property or serves the Condominium. The foregoing does not authorize the Board of Administration to modify, move or vacate any easement created in whole or in part for the use or benefit of anyone other than the Unit Owners, or crossing the property of anyone other than the Unit Owners without the consent or approval or approvals of those other persons having the use or benefit of the easement, as required by law or by having the instrument creating the easement, but does

authorize the Board of Administration to act for the Unit Owners with regard to any such easement.

**20. SALE OR LEASE.**

- A. The Association shall have the option to purchase any Unit upon the same terms and conditions as are offered by the Unit Owner to any third person. Prior to the sale or transfer of any Unit to any person(s) other than the transferor's spouse or member of his/her immediate family or wholly owned corporation, the Unit Owner(s) shall notify the Association in writing of the name and address of the person(s) to whom the proposed sale or transfer is to be made, the terms and conditions thereof together with a copy of the agreement for such sale or transfer and such other information as may reasonably be required by the Association. Failure to do so shall be deemed a breach hereof, and any sale or transfer in contravention of this Article shall be null and void and confer, no right, title or interest to the intended purchaser(s) or transferee(s). If the proposed sale is bona fide and the Association exercises its option with respect to same, the Association shall, within 10 (ten) days after its receipt of said notice and such supplemental information as it may reasonably require, deliver to the Unit Owner(s) the deposit required under the terms of such agreement and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions thereof. Election of the Association to exercise the said option shall be stated in a certificate executed by the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, by and at the expense of the proposed purchaser(s) or transferee(s).
- B. The Association shall not have the option to purchase or lease any Unit as provided in Sections A and C, respectively, of this Article 20 with respect to any lease, sale, or transfer of a Unit, in connection with the foreclosure of a mortgage by a Mortgagee (or the acceptance of a deed in lieu of foreclosure), or with respect to any sale or transfer by a Mortgagee or other party who acquired the Unit in connection with such foreclosure or deed in lieu of foreclosure.
- C. Except as provided below, Units shall not be rented/leased without the prior written approval of the Association of both the lease and renter(s)/lessee(s). If a renter(s)/lessee(s) lease is to be renewed, it also requires the written approval of the Association of both the lease and renter(s)/lessee(s) as if it were a new rental/lease. The Association has the right to require that a substantially uniform form of lease be used. The provisions of the Condominium Act, this Declaration, the Articles, the Bylaws and the Rules and Regulations of the Association shall be deemed expressly incorporated into any lease of a Unit. No lease shall be for a period of less than six (6) months, and the proposed lessee(s)/renter(s) shall consist of not more than 2 (two) persons per bedroom in the Unit to be leased/rented. Subleases of Units are prohibited. Units shall not be leased more than once in any 12 (twelve) month period. Notwithstanding the lease of his/her Unit, the liability of the Unit Owner(s) under this Declaration shall continue. The Association must either approve or disapprove a lease and lessee within 30 (thirty) days after its receipt of a request for such approval, which request shall be accompanied by a fully completed application with all documents and payments required attached thereto, and any other such information as the Board may reasonably require. One of the grounds for the

Association's disapproval of a lease of a Unit may include a Unit Owner(s) being delinquent in the payment(s) of an Assessment(s), or Special Assessment(s), to the extent allowed by law, at the time approval is sought. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the renter(s)/lessee(s). If the Association fails to give the Unit Owner(s) written notice of its approval or disapproval of the proposed lease and renter(s)/lessee(s) within 30 (thirty) days after its receipt of a fully completed application with all documents and payments required attached thereto, the proposed lease and renter(s)/lessee(s) shall be deemed approved. The Association shall have the option to require any renter(s)/lessee(s) to post a deposit, not in excess of one month's rent, into an escrow account maintained by the Association as security for damage to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this Article 20.C. shall be handled in the same fashion as provided in the Florida Residential Landlord and Tenant Act.

## 21. ENFORCEMENT OF MAINTENANCE.

In the event a Unit Owner(s) or any guest(s), tenant(s) or family member(s) of a Unit Owner(s) causes any damage to the Common Elements, Limited Common Elements, or Easement Property (or any improvements on any of them), the Association shall have the right to charge the Unit Owner and the Unit for the sums necessary to repair such damage.

## 22. INSURANCE.

A. Purchase of Insurance. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees.

- (1) Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee to the extent hereinafter described.
- (2) For purposes of this and the following Article, all buildings located on the Condominium Property, as described in Exhibits "A" and "B" attached hereto, shall collectively be deemed 1 (one) building and shall include any additional buildings as a part thereof which may hereafter become a part of this Condominium.

B. Coverage. The following coverage shall be required:

- (1) Casualty. All buildings and improvements upon the property described in Exhibit "A" attached hereto shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable replacement value, said value to be determined annually by the Board of Administration. Such coverage shall afford protection against:
    - (a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
    - (b) Such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings described in this subparagraph B including, but not limited to, vandalism and malicious mischief.
  - (2) Public liability in such amounts and with such coverage as shall be required by the Board of Administration, including, but not limited to, hired automobile and non-owner automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner(s).
  - (3) Workers' compensation insurance meeting all the requirements of the laws of Florida.
  - (4) Directors and officers liability insurance, if available.
  - (5) Such other insurance as the Board of Administration shall determine from time to time to be desirable including, without limitation, insurance for the benefit of Association employees, flood insurance for Common Elements, Association Property and the Units, and such insurance as may be required by any agency of the United States government which holds a first mortgage encumbering a Unit or insures to the holder thereof the payment of the same.
- C. Premiums. Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses.
- D. Insurance Trustee: Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interest may appear. The Association shall have the option to appoint an "Insurance Trustee" which shall be a bank or other entity in Florida with trust powers with offices in Broward, Dade or Palm Beach Counties. An Insurance Trustee shall be appointed, upon the written request of any Mortgagee, to receive any proceeds in excess of \$15,000 (fifteen thousand dollars). The Insurance Trustee shall not be liable for payment of

premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purpose stated herein and for the benefit of the Unit Owners and their Mortgagees in the below described shares, which shares need not be set forth on the records of the Insurance Trustee. If the Association fails to appoint such Trustee, the Association shall perform all obligations imposed upon such Trustee by this Declaration.

- (1) Common Elements. Proceeds on account of damage to Common Elements – an undivided share for each Unit Owner(s), such share being the same as the undivided share in the Common Elements appurtenant to his/her Unit.
- (2) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:
  - (a) When the Condominium Building is to be restored, for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner(s), which cost shall be determined by the Association;
  - (b) When the Condominium Building is not to be restored, an undivided share for each Unit Owner(s), such share being same as the undivided share in the Common Elements appurtenant to his/her Unit.
- (3) Mortgages. In the event a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner(s) shall be held in trust for the Mortgagee and the Unit Owner(s) as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

- (1) Expense of the Trustee. All expenses of the Insurance Trustee shall be paid first or provision made therefore.
- (2) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittance to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

- (3) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof, remittance to Unit Owners and their Mortgagee being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.
- (4) Certificate. In making distributions to Unit Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to the names of the Unit Owners and their respective share of the distribution.
- F. Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner(s), for each holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- G. Unit Owner's Obligation. Each Unit Owner(s) shall have the obligation to purchase public liability insurance to protect himself/herself against claim within his/her Unit, and casualty insurance on the contents within said Unit. In addition, he/she should review the coverage of the Association to determine any additional insurance that may be advisable for him/her to purchase.

## 23. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

- A. Determination to Reconstruct or Repair. If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:
- (1) Common Elements. If the damaged improvement is part of the Common Elements, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.
- (2) Condominium Building:
- (a) Lesser damage. If the damaged improvement is the Condominium Building, and if Units to which 50% (fifty percent) or more of the Common Elements are appurtenant are found by the Board of Administration to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 (sixty) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.



(b) Major damage. If the damaged improvement is the Condominium Building, and if Units to which more than 50% (fifty percent) of the Common Elements are appurtenant are found by the Board of Administration to be untenable, the damaged property shall neither be reconstructed nor repaired and the Condominium shall be terminated without agreement as elsewhere provided unless, within 60 (sixty) days after the casualty, the owners of 80% (eighty percent) of the Common Elements agree in writing to such reconstruction or repair.

(3) Certificate. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary in determining whether the damaged property is to be reconstructed or repair.

- B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property; or, if not, then in accordance with plans and specifications approved by the Board of Administration and, if the damaged property is the Condominium Building, by the owners of not less than 80% (eighty percent) of the Common Elements, including the owners of all damaged Units whose approval shall not be unreasonably withheld.
- C. Responsibility. If the damage is only to those portions of a Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner(s), then the Unit Owner(s) shall be responsible for the reconstruction and repair after casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.
- D. Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- E. 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 reconstruction and/or repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, charges shall be made against the Unit Owner(s) who own the damaged Units and Special Assessments shall be made against all Unit Owners in the case of damage to the Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such charges against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of his/her Units, and Special Assessments on account of damage to Common Elements shall be in proportion to the Unit Owners' share in the Common Elements.
- F. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds held by the

Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

- (1) Association. If the total Assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair which is the responsibility of the Association exceed \$5,000 (five thousand dollars), the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.
- (2) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
  - (a) Association - Under \$5,000 (five thousand dollars). If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000 (five thousand dollars), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
  - (b) Association - Over \$5,000 (five thousand dollars) If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is \$5,000 (five thousand dollars) or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration upon approval of an architect qualified to practice in Florida, and employed by the Association to supervise the work.
  - (c) Unit Owner(s). The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner(s) shall be paid by the Insurance Trustee to the Unit Owner(s) and, if there is a Mortgagee endorsement as

to such Unit, then to the Unit Owner(s) and the Mortgagee jointly.

- (d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated, except, however, that the part of a distribution to a beneficial owner which represents Assessments paid by such owner into the construction fund shall not be made payable to any Mortgagee.
- (e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, whether a disbursement is to be made from the construction fund, or whether surplus funds to be distributed are less than the assessments paid Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable in the name of the designated payee and the amount to be paid, provided that when the Association or a Mortgagee, which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires the approval of an architect named by the Association, shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

#### 24. EMINENT DOMAIN OR CONDEMNATION PROCEEDING.

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and shall be disbursed to Unit Owners and their Mortgagees as their interests appear of record. The Association shall give to each Mortgagee requesting same in writing, prompt written notice of any such eminent domain or condemnation proceedings.

#### 25. GENERAL PROVISIONS.

- A. If any provision of this Declaration, the Articles, the Bylaws or the Condominium Act, or any section, sentence, clause, phrase or word, or The application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the Bylaws, or the

Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

- B. Notices to Unit Owners shall be sent by regular mail or hand delivery to their place of residence in the Condominium Building, unless the Unit Owner(s) has, by written notice to the Secretary of the Association, or its authorized representative, specified a different address. Any Unit Owner(s) may change his/her mailing address by written notice to the Secretary of the Association, or its authorized representative. Notices to the Association shall be delivered by certified mail to P. O. Box 742014, Boynton Beach, Florida 33424, or to a Director or Officer of the Association at his/her home address. All notices shall be deemed and considered sent when actually delivered, or 2 (two) business days following mailing, whichever occurs first.
- C. The failure of the Association or any Unit Owner(s) to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. The Association may levy against any Owner a fine in an amount provided for in the Bylaws, and any amendments thereto, for any single violation of the requirements of this Declaration, the Bylaws, or any Rule or Regulation promulgated thereunder, after having been notified by the Association of such violation, provided notice and opportunity to be heard is provided as required by Rules of the Department of Business and Professional Regulation, State of Florida.
- D. The remedies for violations provided by the Condominium Act shall be in full force and effect. In addition, thereto, should the Association find it necessary to institute legal proceedings, upon a finding by a court in favor of the Association, the defendant Unit Owner(s) shall reimburse the Association for its costs of suit, including reasonable attorneys' fees at both trial and appellate level, incurred by it in bringing such action.
- E. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.
- F. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.
- G. Developer recorded that certain Declaration of Covenants, Restrictions and Easements for Platina ("Master Association") in the public records of Palm Beach County, Florida. Article 3 of the Master Declaration provides that the Condominium Property may be subjected to said declaration by filing in the public records of Palm Beach County, Florida, an appropriate supplemental declaration to the Condominium Property. Accordingly, Developer does hereby declare that the Master Declaration and the

covenants, conditions and restrictions contained therein shall be covenants running with the Condominium Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Condominium or in any part thereof, and all inure to the benefit of each and every person or entity, from time to time owning or holding an interest in the Condominium Property.

H. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least 2/3 (two-thirds) of the Mortgagees (based upon 1 (one) vote for each first mortgage owned), or Owners have given their prior written approval, the Association shall not be entitled to:

- (1) By act or omission seek to abandon or terminate the Condominium;
- (2) Change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or, (b) determining the pro rata share of ownership of each Unit in the Common Elements.
- (3) Partition or subdivide any Unit;
- (4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause.)
- (5) Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion.

I. Parking for Unit Owners shall be located on the Easement Property. The Association shall have the right to assign and modify the exclusive parking assignments; provided, however, at least 1 (one) parking space is assigned for the exclusive use of each Unit at all times. Any damage to a parking space incurred during the time a space is assigned for the exclusive use of a Unit, (e.g. pot holes caused by dripped fluids) shall be paid by and charged against the Unit to which such space was exclusively assigned.

J. The Association shall be required to maintain (e.g. cleanup, landscape and landscape maintenance) property adjacent to the Condominium Property owned by state, county, or municipal authorities, or by any other party which has granted to the Association and the Association has accepted an easement to maintain such property, to the extent that:

- (1) the deterioration of such adjacent property would adversely affect the appearance of the Condominium Property;
- (2) the standard of maintenance of the governmental or other entity

owning such property is less than the standard of maintenance adopted by the Association for Condominium Property and;

- (3) appropriate approval of consent is available from the owner(s) of such adjacent property to allow the Association to maintain it.

K. The Association reserves and retains to itself, its successors and assigns:

- (1) the title to any closed circuit television system, telecommunication system, master antennae system, community antennae television system (collectively the "CATV Service", which comprises part of the Central System, hereinafter defined) and related ancillary services and to the equipment including but not limited to conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment both active and passive (the "Central System") in and upon the Condominium Property and a perpetual easement for the placement and location of the Central System, including, but not limited to conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment, both active and passive; and,
- (2) a perpetual easement for ingress to and egress from the Condominium Property to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and,
- (3) the right to connect the Central System to such receiving source as the Association in its sole discretion deems appropriate including, without limitation, companies licensed to provide the CATV Service in the County, for which service the Association, its successors and assigns or designees shall have the right to charge individual Unit Owners a reasonable fee not to exceed the maximum allowable charge for CATV Service to single family residences as charged within the general vicinity.

## 26. RIGHTS OF MORTGAGEES.

A. Upon written request to the Association by a Mortgagee, or the insurer or guarantor, if its request specifies the name, address and factual basis of entitlement of the requesting party, in addition to any other rights provided herein, shall be entitled to prompt written notice of:

- (1) any condemnation or casualty loss that affects either a material portion of the Condominium Property or any Unit encumbered by its Mortgage;
- (2) any 60 (sixty) day delinquency in the payment of Assessments, Special Assessments or charges owed by the Unit Owner of any Unit on which it holds the Mortgage;
- (3) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) any proposed action which requires the consent of a specified percentage of Mortgagees.

B. Any Mortgagee, upon written request, shall be entitled to receive from the Association a financial report for the immediately preceding fiscal year.

C. Any Mortgagee who has registered its name with the Association shall be provided with written notice prior to the effective date of any proposed, material amendment to this Declaration, or the Articles or Bylaws.

D. This Declaration, including the Articles, Bylaws and Rules and Regulations, may be enforced by any Mortgagee and shall be subject to the following:

(1) Breach of any of the covenants contained in this Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Mortgagee. Any judgment rendered in any action or proceeding to enforce this Declaration or the Bylaws shall include a sum for attorneys' fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs;

(2) The result of every act or omission whereby any of the covenants contained in this Declaration or the Bylaws are violated in whole or in part is declared to be and shall constitute a nuisance, and every remedy allowed by law or in equity with respect to nuisance, either public or private, shall be applicable and may be exercised by any Mortgagee;

(3) The remedies herein provided for breach of covenants contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive;

(4) The failure of the any Mortgagee to enforce any of the covenants contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce any other covenants or the same covenant(s) thereafter.

CONSENT

Lucente Village Condominium Association, Inc., a Florida corporation, not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the Declaration of Condominium and Exhibits attached thereto.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this 10<sup>th</sup> day of September 2008.

Signed, sealed and delivered  
in the presence of

[Signature]

LUCENTE VILLAGE  
CONDOMINIUM ASSOCIATION, INC.

[Signature]  
David Pester, President

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

The foregoing Consent was acknowledged before me this 10<sup>th</sup> day of September 2008, by David Pester as President of Lucente Village Condominium Association, Inc. a Florida corporation not for profit, on behalf of said corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

[Signature]  
\_\_\_\_\_  
Notary Public, State of Florida  
At Large

Print Name G. PATRICIA ROTHERMEL

NOTARY PUBLIC STATE OF FLORIDA  
G. Patricia Rothermel  
Commission #DD798748  
Expires JUNE 18, 2012  
BONDED TRISTAR BONDING CO., INC.

My commission Expires:



**EXHIBIT "A"**

**TO**

**DECLARATION OF CONDOMINIUM**

**OF**

**LUCENTE VILLAGE "A", A CONDOMINIUM**

**LEGAL DESCRIPTION OF  
CONDOMINIUM PROPERTY**



NICK MILLER, INC.  
Surveying  
Planning & Development Consultants

EXHIBIT "A"

DESCRIPTION OF LUCENTE VILLAGE "A"  
A CONDOMINIUM

A PARCEL OF LAND LYING WITHIN TRACT C OF PLATINA PLAT No. 1, AS RECORDED IN PLAT BOOK 63, PAGES 83 THROUGH 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT C OF PLATINA PLAT No. 1, AS RECORDED IN PLAT BOOK 63, PAGES 83 THROUGH 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID SOUTHEAST CORNER BEING THE INTERSECTION OF THE EAST LINE OF SAID TRACT C WITH THE NORTH LINE OF TRACT B-2 AS SHOWN ON PLATINA PLAT No. 1; THENCE NORTH 0°05'07" WEST ALONG SAID EAST LINE OF TRACT C, A DISTANCE OF 307.18 FEET; THENCE SOUTH 89°54'53" WEST, A DISTANCE OF 80.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°54'53" WEST, A DISTANCE OF 74.80 FEET; THENCE SOUTH 0°05'07" EAST, A DISTANCE OF 124.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 45.0 FEET; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°23'35", A DISTANCE OF 70.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 260.07 FEET; THENCE SOUTH 0°41'32" EAST, A DISTANCE OF 74.80 FEET; THENCE NORTH 89°18'28" EAST, A DISTANCE OF 248.08 FEET; THENCE SOUTH 86°09'44" EAST, A DISTANCE OF 53.65 FEET; THENCE NORTH 89°54'53" EAST, A DISTANCE OF 77.0 FEET; THENCE NORTH 0°05'07" WEST, A DISTANCE OF 248.08 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.961 ACRE MORE OR LESS.

88025FX-3  
JUNE 28, 1994

2560 R. A. Boulevard, Suite 105 • Palm Beach Gardens, Florida 33410 • (407) 627-5200  
Fax (407) 627-0983

**EXHIBIT "B"**

**TO**

**DECLARATION OF CONDOMINIUM**

**OF**

**LUCENTE VILLAGE "A", A CONDOMINIUM**

**SURVEY, PLOT PLAN AND GRAPHIC  
DESCRIPTION OF IMPROVEMENTS**

NICK MILLER, INC.  
Surveying  
Planning & Development Consultants

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM  
OF LUCENTE VILLAGE "A", A CONDOMINIUM

CERTIFICATION:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDINGS 41 AND 42, LUCENTE VILLAGE "A", A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF LUCENTE VILLAGE "A", A CONDOMINIUM TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS WITHIN THE CONDOMINIUM AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS. FURTHER ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDINGS 41 AND 42 AND COMMON ELEMENT FACILITIES SERVING BUILDINGS 41 AND 42 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

NICK MILLER, INC.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Gary A. Rager  
Fla. Reg. Land Surveyor No. 4828

2560 RCA Boulevard, Suite 105 • Palm Beach Gardens, Florida 33410 • (407) 627-5200  
Fax (407) 627-0983

**NICK MILLER, INC.**  
*Surveying*  
*Planning & Development Consultants*

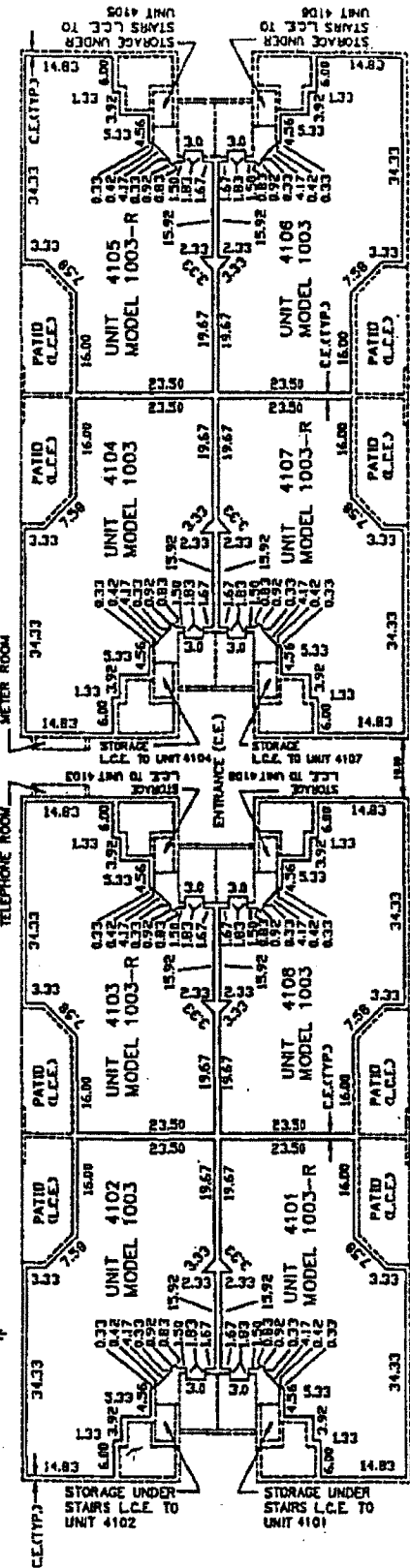
**EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM  
OF LUCENTE VILLAGE "A", A CONDOMINIUM**

**NOTES:**

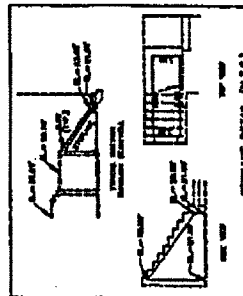
1. REPRODUCTIONS OF THIS DRAWING ARE NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD BY GOLD COAST TITLE COMPANY.
3. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS IN THE STATE OF FLORIDA (F.A.C., Chapter 61G17-6).
4. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, AND/OR PARKING SPACES, ARE PARTS OF THE COMMON ELEMENTS.
5. LEGAL DESCRIPTION ATTACHED HERETO IS IN ACCORDANCE WITH INSTRUMENTS OF RECORD.
6. THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC., ARCHITECTURAL FLOOR PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY NICK MILLER, INC.

2560 RICA Boulevard, Suite 105 • Palm Beach Gardens, Florida 33410 • (407) 627-5200  
Fax (407) 627-2983

**BUILDING 41 (PROPOSED)**

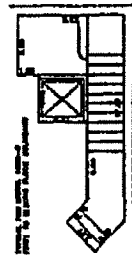


FIRST FLOOR		
MECHANICAL	UPPER LIMIT OF UNITS	ELV. (M.A.S.D.)
MECHANICAL	LOWER LIMIT OF UNITS	ELV. (M.A.S.D.)

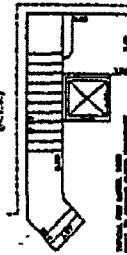


**RESEARCH**

- [illegible]



**STARWELL DETAIL**  
**(NY)**

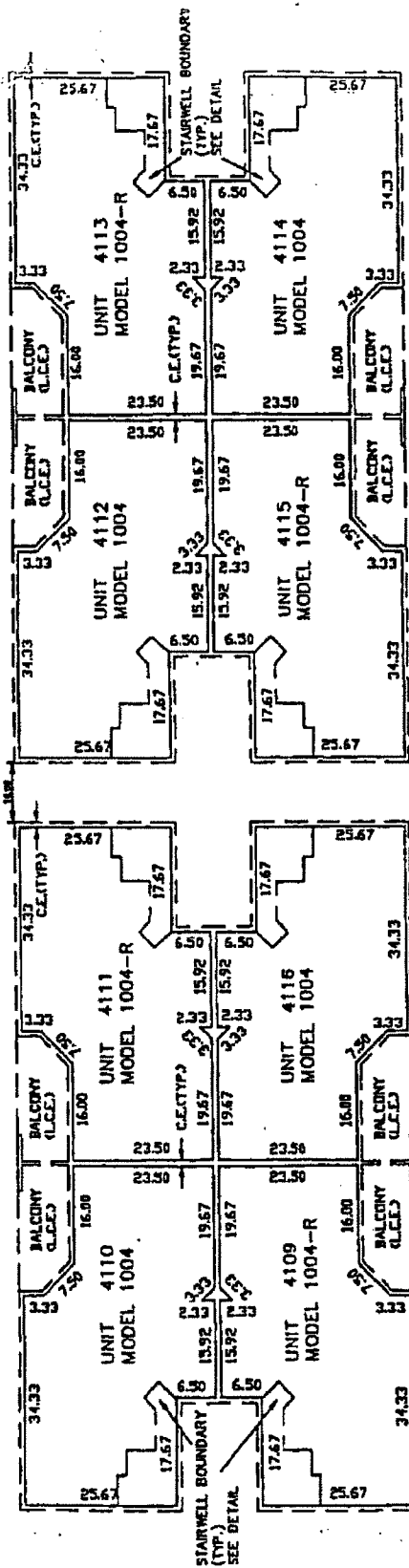


**BUILDING 41 (PROPOSED)  
FIRST FLOOR**

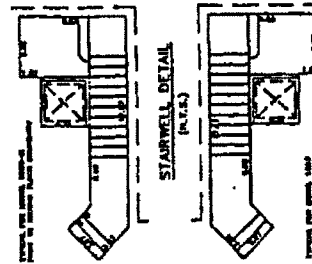
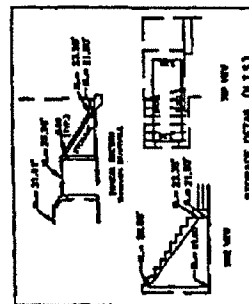
DATE	2007-05-11	2007-05-11
TIME	10:00 AM	10:00 AM
Nick Miller, Inc. Surveying & Mapping		
EXHIBIT 'G' TO THE DECLARATION OF CONDOMINIUM OF LUCOTE VILLAGE "A". A CONDOMINIUM		
0000 N.E.A. BLDG. 100		0000 N.E.A. BLDG. 100

**XEROX**

**BUILDING 41 (PROPOSED)**



SECOND FLOOR		
	UNIT OF UNITS	REV. (N.E.V.D.)
UPPER	39.83	REV. (N.E.V.D.)
LOWER	31.80	REV. (N.E.V.D.)



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**BUILDING 41 (PROPOSED)  
SECOND FLOOR**

[illegible]

**21**

1. THIS PLAN IS COMPOSED FROM PLANS AND DATA PROVIDED BY WHITE BELLERUP CONSULTING INC. ARCHITECTURAL FIRM, 10000 130TH AVE. S.W. #200, BELLEVUE, WASHINGTON 98006, AND THE RECORDS OF THE BELLERUP, INC. PLANS DEPARTMENT AND THE RECORDS OF THE BELLERUP, INC. RECORDS DEPARTMENT.
2. ALL DIMENSIONS ARE GUT TO GUT UNLESS OTHERWISE NOTED.
3. DIMENSIONS (NOTICE REMARKS) SHOWN IN FEET, ARE BASED UPON MATHEMATICAL CALCULATIONS, VERTICAL, HORIZONTAL.
4. FOR UNLESS OTHERWISE REMARKED OTHERWISE, THIS PLAN, NOTED TO BE IN ACCORDANCE WITH THE RECORDS OF THE BELLERUP, INC. RECORDS DEPARTMENT.
5. THE DIMENSIONS SET FORTH IN THE RECORDS ARE UNCORRECTED RECORDS.

### UNIVERSITY OF CALIFORNIA, BERKELEY

1. ALL LAMP AND ALL FORMS OF COMBUSTIBLE SOLID FUEL NOT WITHIN ONE FOOT OF WALL AND PARTS OF THE COMMON ELEMENT.
  2. ALL STOVE BUILT IN THE UNIMPROVED DISTRICT BY THE WALL LOCATED WITHIN ONE FOOT OF THE COMMON ELEMENT.
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- THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN SANITATIONS SET FORTH IN THE COMMON ELEMENTS.

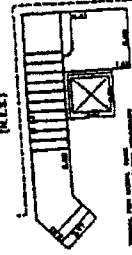




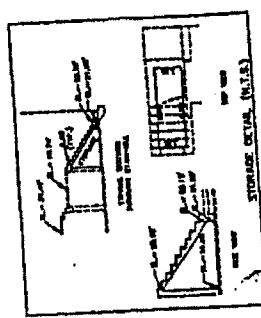
**BUILDING 42 (PROPOSED)**



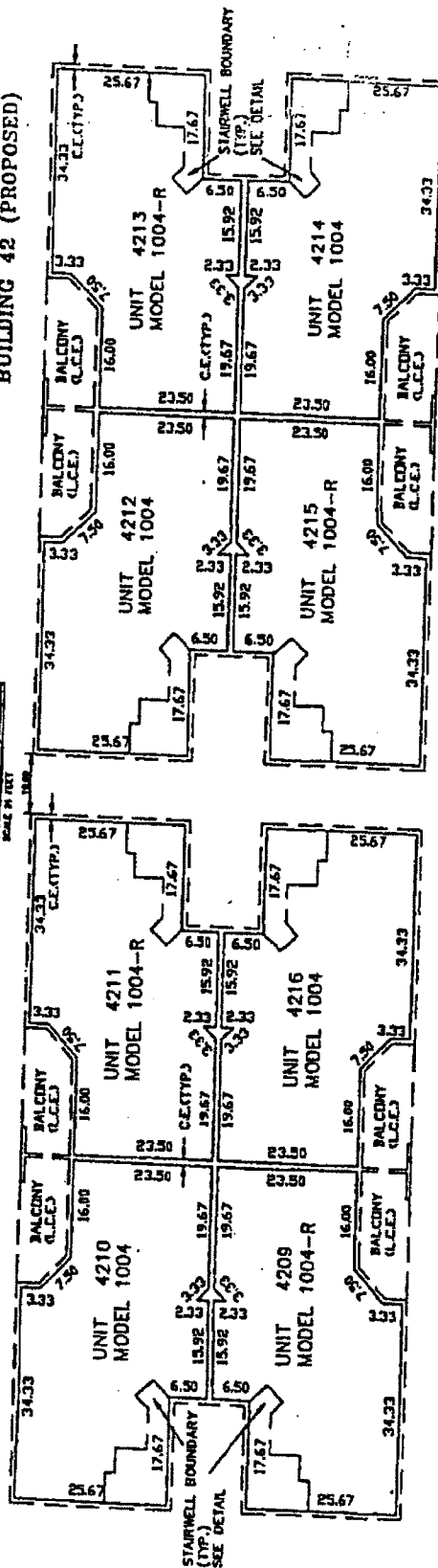
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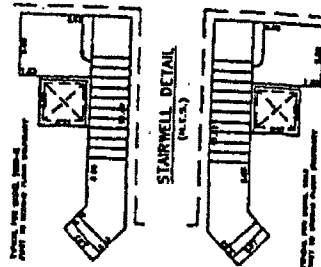
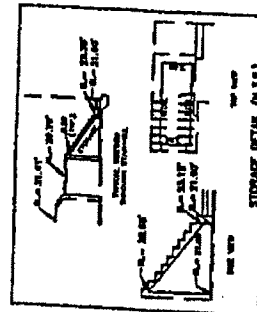
**BUILDING 42 (PROPOSED)**  
**FIRST FLOOR**

[illegible][illegible][illegible]

**BUILDING 42 (PROPOSED)**



SECOND FLOOR		
	UNIT OF UNITS	ELEV. (M.O.V.D.)
MAXIMUM UPPER	38.87	ELEV.
MINIMUM LOWER	21.45	ELEV. (M.O.V.D.)



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**BUILDING #2 (PROPOSED)  
SECOND FLOOR**

1000 GROVE END AVE, '64	POE KELLER INC 1000 Grove End Ave, '64	1000 GROVE END AVE, '64
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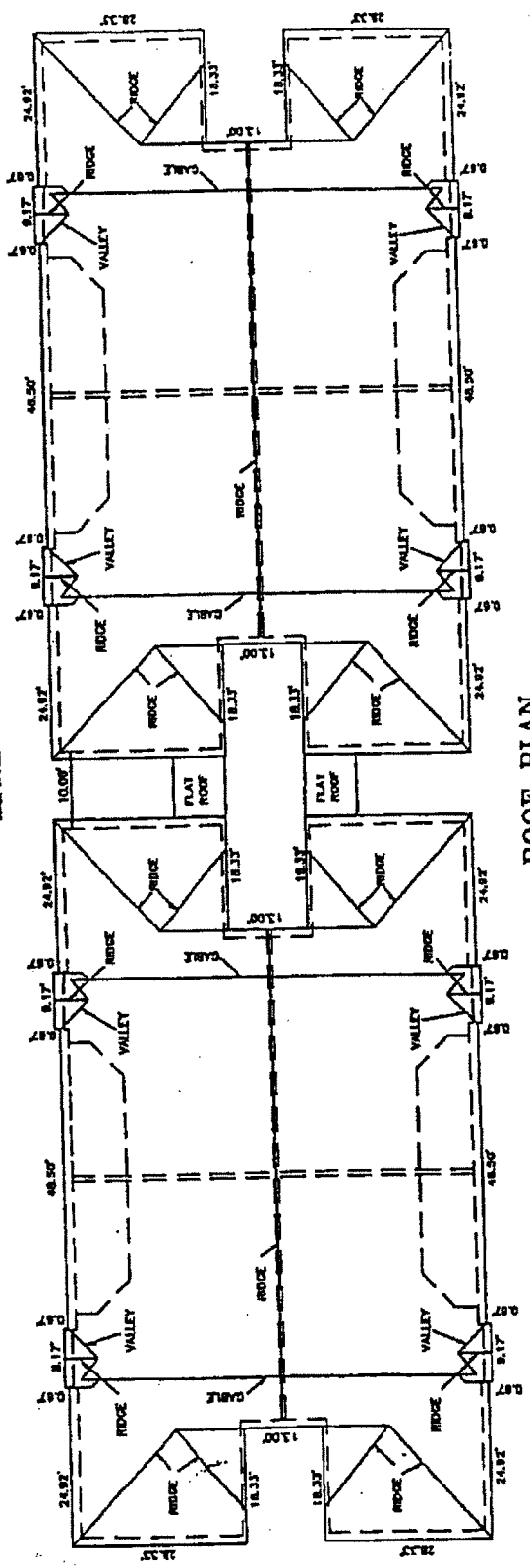
### **DESCRIPTION OF COMMODITY**

1. ALL LAMP AND ALL PORTLAND OR SUBSEQUENTLY PROPERTY NOT BEING PART BUT ON WALLS OF THE COMMONS EJECTOR.

1

1. THE PLAN IS COMPOSED FROM PLANS AND AIDS FORMERLY IN HANDS OF THE UNITED STATES ARMY, NAVY, AIR FORCE, AND MARINE CORPS, AND OF OTHER MILITARY AND NAVAL ESTABLISHMENTS AS DEEMED NECESSARY BY SUCH AGENCIES AND PERSONS.
2. ALL WOULD BE CALLED UPON UNDER EXTENSIVE COOPERATION.
3. EXTENSIVE (NATIVE COMMISSION) SHOWN IN 1971, AND BASED UPON THE UNITED STATES ARMY, NAVY, AIR FORCE, AND MARINE CORPS.
4. THE UNITED STATES ARMY, NAVY, AIR FORCE, AND MARINE CORPS, AND OTHER MILITARY AND NAVAL ESTABLISHMENTS AS DEEMED NECESSARY BY SUCH AGENCIES AND PERSONS.
5. THE FOLLOWING SET FORTH IN THE DEPARTMENT AND INDIVIDUALS WOULD

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF  
**LUCENTE VILLAGE "A", A CONDOMINIUM**  
 BUILDING 42 (PROPOSED)



**ROOF PLAN**

MIN. UPPER LIMIT OF ROOF 54.83' ELEV. (N.G.V.D.)  
 MIN. LOWER LIMIT OF ROOF 39.53' ELEV. (N.G.V.D.)

- LEGEND**
- (---) INDICATES ROOF ELEVATIONS
  - (---) INDICATES RIDGE ELEVATIONS
  - (---) INDICATES VALLEY ELEVATIONS
  - (---) INDICATES CARL ELEVATIONS
  - (---) INDICATES FLAT ROOF ELEVATIONS

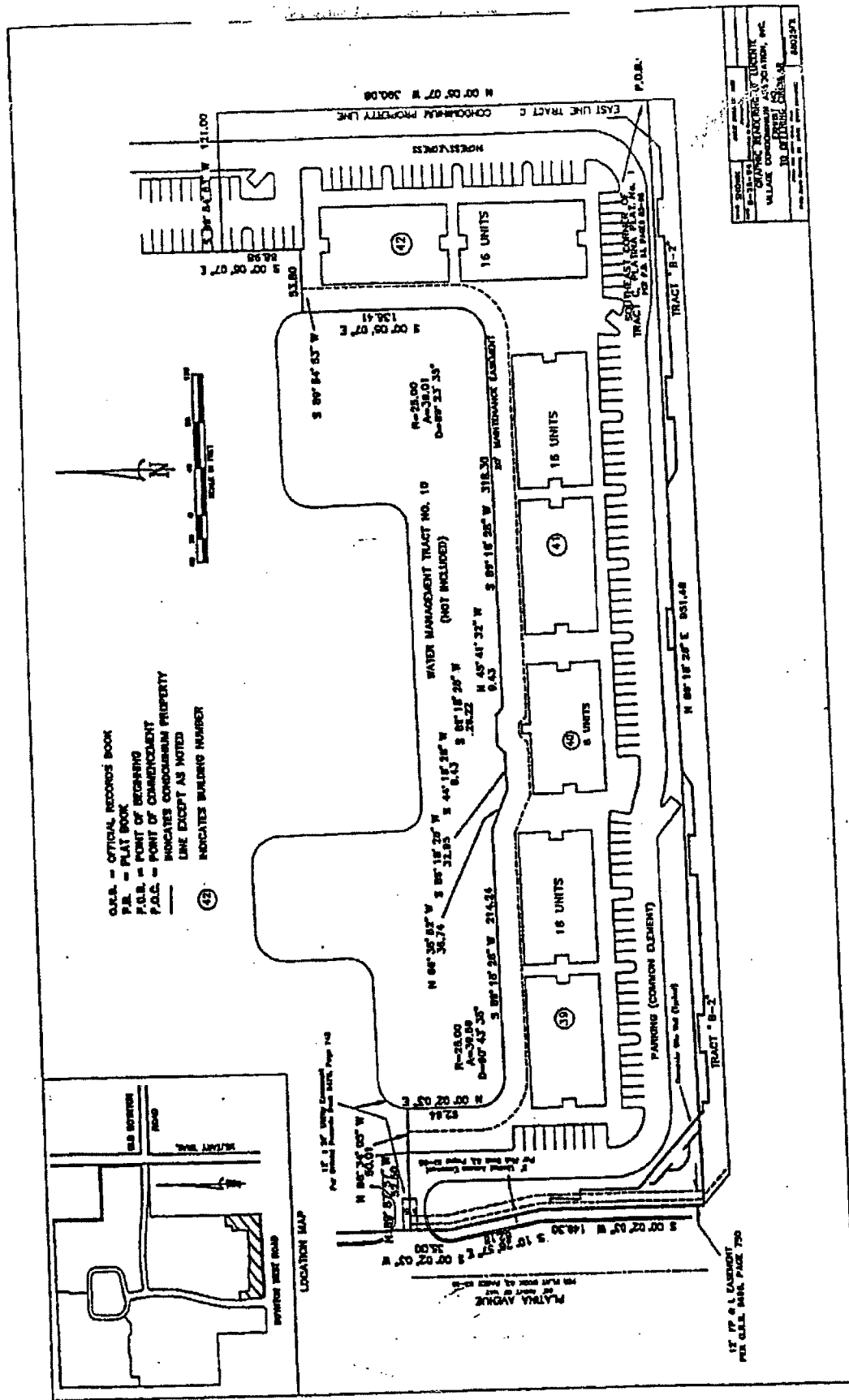
- NOTES**
1. THIS PLAN IS BASED UPON THE PLANS AND DATA SUBMITTED BY THE ARCHITECT AND THE ENGINEER AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
  2. ALL WALLS AND ROOF FLOORS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
  3. ELEVATIONS SHOWN ARE BASED UPON THE NATIONAL GEODETIC SURVEY (N.G.S.) DATUM.
  4. THE ELEVATIONS SHOWN ARE BASED UPON THE ASSUMPTION THAT THE ROOF IS A PERFECTLY FLAT SURFACE.
  5. THE ELEVATIONS SHOWN ARE BASED UPON THE ASSUMPTION THAT THE ROOF IS A PERFECTLY FLAT SURFACE.

- DESCRIPTION OF CONDOMINIUM**
1. THE LAND AND ANY PART OF THE CONDOMINIUM WHICH IS NOT PART OF THE CONDOMINIUM SHALL BE THE PROPERTY OF THE DEVELOPER.
  2. ALL BUILDINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
  3. ALL CONDOMINIUMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
  4. THE CONDOMINIUMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.

ROOF PLAN  
 BUILDING 42 (PROPOSED)

DATE	2/1/83	BY	W. J. B. / J. B. B.
CHECKED	2/1/83	BY	W. J. B. / J. B. B.
EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF LUCENTE VILLAGE "A", A CONDOMINIUM			
PROJECT NO. 88025FX			





PLAT	23038	PAGE	46
BOOK	23038	DATE	10/10/2010
OWNER	QUINN R. BUNN, JR. & SUE ANN BUNN, JR.		
ATTORNEY	WILLIAM CONNORRY, JR., P.C.		
TO	OF THE		
RECORDS	BOOK		
NO.	23038		
PAGE	46		

**EXHIBIT "C"**  
**TO**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**LUCENTE VILLAGE "A", A CONDOMINIUM**  
**ARTICLES OF INCORPORATION**

**EXHIBIT "D"**  
**TO**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**LUCENTE VILLAGE "A", A CONDOMINIUM**  
**BYLAWS**



W/c 165

This instrument prepared by:  
Laurie G. Manoff, Esquire  
DICKER, KRIVOK & STOLOFF, P.A.  
1818 Australian Avenue S., Suite 400  
West Palm Beach, Florida 33409  
(561) 615-0123  
Box 165

CFN 20090018489  
OR BK 23038 PG 1376  
RECORDED 01/16/2009 08:41:15  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1376 - 1385; (10pgs)

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF  
LUCENTE VILLAGE CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the amended Articles of Incorporation of Lucente Village Condominium Association, Inc. attached to this Certificate was duly adopted by 100% of the Board of Directors of Lucente Village Condominium Association, Inc. amending the Articles of Incorporation of Lucente Village Condominium Association, Inc. The original Articles of Incorporation for Lucente Village Condominium Association, Inc. is recorded in Official Records Book 8738 at page 1913 and Official Records Book 8796 at Page 393 of the Public Records of Palm Beach County, Florida.

DATED this 1st day of December, 2008.

As to witnesses:

Jenat Gregory  
Print Name: Jenat Gregory

LUCENTE VILLAGE CONDOMINIUM  
ASSOCIATION, INC.

By: David Pester  
David Pester, President

Jane Melnick  
Print Name: Jane Melnick

Attest: Roberta Landess  
Roberta Landess, Secretary

(Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 1st day of December, 2008, by David Pester and Roberta Landess, as President and Secretary of Lucente Village Condominium Association, Inc. respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC-STATE OF FLORIDA  
G. Patricia Rothermel  
Commission # DD798748  
Expires: JUNE 18, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

G. Patricia Rothermel  
NOTARY PUBLIC  
State of Florida at Large.  
My Commission Expires:

(SEAL)

T:\Documents\Lucente\Lucente Village\Certificate of Amendment for Articles of Incorporation.doc

ARTICLES OF INCORPORATION FOR  
LUCENTE VILLAGE  
CONDOMINIUM ASSOCIATION, INC.

The original incorporators by these Articles associated themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and thereby adopted the original Articles of Incorporation that were filed with the Florida Division of Corporations on July 14, 1994, and recorded with the Palm Beach County Clerk's Office on May 9, 1995, Book 8738, Pages 1913-1924, and on June 19, 1995, Book 8796, Pages 393-404. The present amended Articles of Incorporation have been filed with the State Division of Corporations in December 2005 and a copy certified by the State then recorded with the Palm Beach County Clerks Office in Palm Beach County, Florida.

ARTICLE 1  
NAME

The name of the corporation shall be LUCENTE VILLAGE CONDOMINIUM ASSOCIATION, INC., and the principal place of business and mailing address of this corporation shall be P.O. Box 742014, Boynton Beach, Fla. 33474-2014, or at such other place as may be subsequently designated by the Board of Administration. All books and records of the Association shall be kept by the Secretary of the Association. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

ARTICLE 2  
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act"), as it exists on the date hereof, for the operation of a condominium, (the "Condominium") which will comprise Lucente Village. It is intended that the number of Condominium Units that will be operated by the Association is 56.

ARTICLE 3  
DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium the "Declaration" and recorded in the Public Records of Palm Beach County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4  
POWERS

The powers of the Association shall include and be governed by the following:

- 4.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws or the Act.
- 4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, including those set forth in these Articles, the Bylaws and the Declaration, and all of the powers and duties reasonably necessary to operate the Condominium, pursuant to the Declarations and as more particularly described in the Bylaws and these Articles, as they may be amended from time to time, including, but not limited to, the following:
- A. To make and collect Assessments, Special Assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties;
  - B. To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
  - C. To maintain, repair, replace, reconstruct, add to and operate the Condominium property, and other property acquired or leased by the Association.
  - D. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors and Unit Owners.
  - E. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.
  - F. To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
  - G. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium and Association Property.
  - H. To contract for the management and maintenance of the Condominium and Association Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, Special Assessments, preparation of records, enforcement of Rules and Regulations and maintenance, repairs and replacements of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its Officers and Directors shall, however, retain at all times the powers, and duties granted by the Condominium Act, including, but not limited to the making of Assessments, Special Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.

- I. To employ personnel to perform the services required for the proper operation of the Condominiums.
  - J. To contract with a cable operator licensed by the County to provide cable television service on a bulk rate basis to Unit Owners.
- 4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provision of the Declaration, these Articles and the Bylaws.
- 4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, Directors or Officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of termination of the Condominium.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and the Act.

#### ARTICLE 5 MEMBERS

- 5.1 Membership. The members of the Association ("Members") shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium shall also consist of those who were Members at the time of such termination, and their successors and assigns.
- 5.2 Assignment. 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 the Unit for which that share is held.
- 5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only 1 (one) vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than 1 (one) Unit shall be entitled to 1 (one) vote for each Unit owned.
- 5.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

#### ARTICLE 6 TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7  
INCORPORATORS

The names and the addresses of the original incorporators of the Association are as follows: Patrick Powers, T. R. Beer and Frank Langlois. The address of all these parties was: 4400 West Sample Road, Suite 200, Coconut Creek, Fla. 33073-3450.

ARTICLE 8  
OFFICERS

Subject to the direction of the Board of Administration (described in Article 9 below) the affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board of Administration of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Administration. The Bylaws may provide for the removal from office of Officers, for filling vacancies and for the duties of the Officers. The names of the officers who shall serve until their successors are named at each annual election are presently as-follows:

President - Spencer Blakeslee, 5241 Brisata Circle, Apt. F, Boynton Beach, Fla. 33437  
Vice-President - Irwin Hoffer, 5217 Brisata Circle, Apt. M, Boynton Beach, Fla. 33437  
Treasurer - Lester Miller, 5217 Brisata Circle, Apt. E, Boynton Beach, Fla. 33437  
Secretary - Elaine Sabra, 5217 Brisata Circle, Apt. F, Boynton Beach, Fla. 33437  
Director - Sandra Lieberman, 5253 Brisata Circle, Apt. H, Boynton Beach, Fla. 33437

ARTICLE 9  
DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board (the "Board of Administration") consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than 3 (three) nor more than 9 (nine) Directors.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declarations, these Articles and the Bylaws shall be exercised exclusively by the Board of Administration, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required and except as provided in the Declaration.
- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed, and vacancies on the Board of Administration shall be filled in the manner provided in the Bylaws.

ARTICLE 10  
INDEMNIFICATION

- 10.1 Indemnity. 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, by reason of the fact that he/she 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/her in connection with such action, suit or proceeding, unless: (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he/she 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/she had reasonable cause to believe that his/her conduct was unlawful, and; (b) such court also determine specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.
- 10.2 Expenses. 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 Section 10.1 above, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him/her in connection therewith.
- 10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, employee or agent to repay such amount unless it shall be ultimately determined that he/she is entitled to be indemnified by the Association in this Article 10.
- 10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and 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 and personal representatives of such person.
- 10.5 Insurance. 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/her in any such capacity, or arising out of his/her status as such,

whether or not the Association would have the power to indemnify him/her against such liability under the provisions of this Article.

- 10.6 Amendment. Anything to the contrary herein notwithstanding the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

#### ARTICLE 11 BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Administration and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

#### ARTICLE 12 AMENDMENTS

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

- 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Administration or by not less than (1/3) one-third of the Members of the Association. Directors who are absent from the Board meeting and Members not present in person or by limited proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary of the Association at or prior to the meeting. The approvals must be:
- A. at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66-2/3% (sixty-six and two-thirds percent) of the entire Board of Administration; or
  - B. by not less than 80% (eighty percent) of the votes of all Members of the Association represented at a meeting at which a quorum has been attained; or
  - C. by not less than 100% (one hundred percent) of the entire Board of Administration.
- 12.3 Limitation. No amendment shall make changes in the qualifications for membership nor in the voting rights or property rights of Members, nor any changes in Sections 4.3, 4.4, 4.5 of Article 4, entitled "Powers", without the approval in writing of all Members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the Bylaws.
- 12.4 Recording. A copy of each amendment shall be filed with the Secretary of State

pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Palm Beach County, Florida.

ARTICLE 13  
PRINCIPAL ADDRESS OF ASSOCIATION

The principal office of this corporation shall be at P.O. Box 742014, Boynton Beach, Florida 33474-2014, or such other place as may subsequently be designated by the Board of Administration.

ARTICLE 14  
CONVEYANCE

The Association ~~shall~~ has accepted any and all deeds of conveyance delivered to it by the Developer.

ARTICLE 15  
REGISTERED AGENT

The registered agent of the Association shall be the Secretary of the Lucente Village Condominium Association, Inc Board of Directors, Roberta Landess, 5217 Brisata Circle, Apt. C, Boynton Beach, Florida 33437. By his/her signature below, he/she is stating that he/she is familiar with the obligations of the position:

Registered Agents Name: ROBERTA LANDRESS  
Registered Agent's Signature: Roberta Landress

IN WITNESS WHEREOF, Directors of the Board of Administration, have affixed their signatures as of this 15 day of October, 2008

David Pester  
David Pester, President

Harold Keston  
Harold Keston, Vice President

Roberta Landress  
Roberta Landess, Secretary

Leonard Brozgold  
Leonard Brozgold, Director

David Pester  
David Pester, Treasurer



STATE OF FLORIDA )

Ss:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 15 day of October, 2008, by David Pester, who is personally known to me and who did take on oath.

Sign: *[Signature]*Print: G. PATRICIA ROTHERMEL

State of Florida at Large  
(Seal)

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
G. Patricia Rothermel  
Commission #DD798748  
Expires: JUNE 18, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

STATE OF FLORIDA )

Ss:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 15 day of October, 2008, by Roberta Landess, who is personally known to me and who did take on oath.

Sign: *[Signature]*Print: G. PATRICIA ROTHERMEL

State of Florida at Large  
(Seal)

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
G. Patricia Rothermel  
Commission #DD798748  
Expires: JUNE 18, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

STATE OF FLORIDA )

Ss:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 15 day of October, 2008, by Harold Kesten, who is personally known to me and who did take on oath.

Sign: *[Signature]*Print: G. PATRICIA ROTHERMEL

State of Florida at Large  
(Seal)

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
G. Patricia Rothermel  
Commission #DD798748  
Expires: JUNE 18, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

STATE OF FLORIDA )

Ss:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 15 day of October, 2008, by Leonard Brozgold, who is personally known to me and who did take on oath.

Sign: G. Patricia RothermelPrint: G. PATRICIA ROTHERMEL

State of Florida at Large  
(Seal)  
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
G. Patricia Rothermel  
Commission # DD798748  
Expires: JUNE 18, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

STATE OF FLORIDA )

Ss:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 15 day of October, 2008, by David Pester, who is personally known to me and who did take on oath.

Sign: G. Patricia RothermelPrint: G. PATRICIA ROTHERMEL

State of Florida at Large  
(Seal)  
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
G. Patricia Rothermel  
Commission # DD798748  
Expires: JUNE 18, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

ORB 8796 Pg 406

EXHIBIT "D"

-to-

DECLARATION OF CONDOMINIUM

OF

LUCENTE VILLAGE "B", A CONDOMINIUM

BYLAWS

BYLAWS OF  
LUCENTE VILLAGE  
CONDOMINIUM ASSOCIATION, INC.

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

1. Identity. These are the Bylaws of LUCENTE VILLAGE CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering multiple condominiums (the "Condominium(s)") located in Palm Beach County, Florida, comprising Lucente Village (the "Village").
  - 1.1 Principal Office. The principal office of the Association shall be at 4400 West Sample Road, Coconut Creek, Florida 32073, or at such other place as may be subsequently designated by the Board of Administration. All books and records of the Association shall be kept at its principal office.
  - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
  - 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these Bylaws shall have the same definition and meaning as those set forth in the Articles or Declarations for the Condominiums, unless herein provided to the contrary, or unless the context otherwise requires.
3. Members. The members of the Association ("Members") shall be as specified in the Articles.
  - 3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board of Administration from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during September, October, November or December and no later than twelve (12) months after the last preceding annual meeting. The

purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.

3.2 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Administration of the Association. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Additionally, special Members' meetings may be called by ten percent of the Members of the Association to recall a member or members of the Board of Administration or as provided for in Section 9.1(a)(ii) hereof.

3.3 Notice of Meeting; Waiver of Notice. Written notice of a meeting of Members stating the time and place and an agenda for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be mailed or delivered to each Unit Owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the Condominium Property of each Condominium or Association Property at least 14 continuous days preceding the annual meeting. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property of each Condominium or the Association Property upon which all notices of annual meetings shall be posted. The notice of the annual meeting shall be hand delivered or sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof.

Notice of specific meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 3.4 Members' Participation in Meetings. Members shall have the right to participate in meetings of Members with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of Member participation. Any Member may tape record or video tape a meeting of Members subject to reasonable rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division").
- 3.5 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast one-third ( $33 \frac{1}{3}\%$ ) of the votes of Members; provided, however, that except as provided in Section 4.2, there shall be no quorum requirement for the election of Directors, although at least 20% of the eligible voters must cast a ballot in order to have a valid election for members of the Board of Administration.
- 3.6 Voting.
- (a) Number of Votes. In any meeting of Members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.
  - (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.
  - (c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of Members. If a Unit is owned by more than one person, the person entitled to cast the

vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
- (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.
- (iii) If both are present at a meeting and concur, either one may cast the Unit vote.

- 3.7 Proxies. Except as specifically otherwise provided in the Condominium Act, Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to (a) waive or reduce reserves (b) waive financial statement requirements (c) amend the Declaration (d) amend the Articles or Bylaws; and for any other matter for which the Condominium Act requires or permits a vote of the Unit Owners. No proxy, limited or general, shall be used in the election of the Board of Administration. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this subparagraph, Members may vote in person at Members' meetings. A proxy may be made by any person entitled to vote, but shall only be effective 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 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 person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Unit Owners, but no person other than a designee of the Developer may hold more than 5 proxies.
- 3.8 Adjourned Meetings. If any proposed meeting, other than for the election of Directors, cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.9 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:
- (a) Call to order by President;



- (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives or Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.11 Action Without A Meeting. Except for those approvals by Unit Owners required by the Condominium Act, the Declaration, or these Bylaws to be made at a duly noticed meeting of Unit Owners which shall be subject to all requirements of the Condominium Act, or the Declaration, Articles or these Bylaws relating to Unit Owner decision-making, any action which may be taken at any annual or special meeting of such Members, 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 (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Within 10 days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Association shall be managed and governed by a Board of not less than three, nor more than nine Directors, the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the membership. Directors need not be Unit Owners.

4.2 Election of Directors. The Board of Administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in the Condominium Act. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. The Board of Administration shall hold a meeting within five days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board of Administration shall accept additional nominations. Any Unit Owner or other eligible person may nominate himself or may nominate another Unit Owner or eligible person, if he has permission in writing to nominate the other person. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Administration must give written notice to the Secretary of the Association not less than 40 days before a scheduled election. Not less than 30 days before the election, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the

information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement for election of members of the Board of Administration; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election for members of the Board of Administration. There shall be no cumulative voting. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for reasons of blindness, disability or inability to read or write may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with the provisions of the Condominium Act and these Bylaws. The regular election shall occur on the date of the annual meeting.

#### 4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board of Administration occurring between annual meetings of Members shall be filled by majority action of the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.14 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Any Director elected by the Members may be removed by concurrence of a majority of the votes of the Members present (in person or by proxy) at a special meeting of Members called for that purpose at which a quorum has been attained. The vacancy in the Board of Administration so created shall be filled by the Members at the same meeting; provided, however, that if the vacancies are caused by the removal of a majority or more of the Board of Administration, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division. The conveyance of all Units owned by a Director in the Condominium who owned one or more Units at the time he was elected or appointed (other than appointees of the Developer) shall constitute the resignation of such Director.
- (c) Until a majority of the Directors are elected by the Members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be

subject to removal by Members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

- (d) If a vacancy on the Board of Administration results in there being no incumbent Directors, any Unit Owner may apply to the Circuit Court within whose jurisdiction the Village lies for the appointment of a receiver to manage the affairs of the Association. At least 30 days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place in the Village a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Administration, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Administration shall be held within ten days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed.
- 4.6 Board Meetings. Meetings of the Board of Administration and any Committee thereof at which a majority of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board of Administration. The right to attend meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Adequate notice of all meetings, which notice shall include an agenda, shall be posted conspicuously on the Condominium Property or Association

Property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken upon an emergency basis by at least a majority plus one of the members of the Board of Administration. However, written notice of any meeting at which non-emergency Special Assessments, or at which new rules, or amendments to existing rules regarding Unit use will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property or Association Property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing notice of the meeting and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of Board meetings shall be posted. Notice of any meeting in which Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. If there is no Association Property or Common Element facilities upon which notices can be posted, notices of all meetings under this Section 4.6 may be mailed or delivered at least 14 days in advance to the Owner of each Unit.

- 4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Administration, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.
- 4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Administration, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting,

any business that might have been transacted at the meeting as originally called may be transacted.

- 4.10 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).
- 4.11 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
  - (b) Reading and disposal of any unapproved minutes;
  - (c) Reports of officers and committees;
  - (d) Election of officers;
  - (e) Unfinished business;
  - (f) New business;
  - (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.12 Minutes of Meetings. The minutes of all meetings of the Board of Administration shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 4.13 Executive Committee; Other Committees. The Board of Administration may, by resolution duly adopted, appoint an Executive Committee to consist of three or more members of the Board of Administration. Such Executive Committee shall have and may exercise all of the powers of the Board of Administration in management of the business and affairs of the Condominiums or Association during the period between the meetings of the Board of Administration insofar as may be permitted by law, except that the Executive Committee shall not have power
- (a) to determine the Common Expenses required for the affairs of any of the Condominiums or Association,
  - (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of any of the Condominiums or Association,
  - (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Village, or
  - (d) to exercise any

of the powers set forth in paragraph (h) and (g) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

- 4.14 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Administration until Unit Owners other than the Developer own 15 percent or more of the Units in a Condominium that will be operated ultimately by the Association. When Unit Owners other than the Developer own 15 percent or more of the Units in a Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Administration. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration (a) three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven years after recordation of the Declaration for the first Condominium operated by the Association, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one member of the Board of Administration as long as the Developer holds for sale in the ordinary course of business 5 percent of the Units that will be operated ultimately by the Association. Upon election of the first Unit Owner by Members other than the Developer to the Board of Administration, the Developer shall forward to the Division the name and mailing address of the Unit Owner Member so elected.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least 30 days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within 75 days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administration, or earlier if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than 60 days' notice of an election for the member or members of the Board of Administration. The election shall proceed as provided in Florida Statutes § 718.112(2)(d). The notice may be given by any Unit Owner if the Association fails to do so.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Administration of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, or for the purposes of subparagraph (g) below, not more than 90 days thereafter, the Developer shall deliver to the Association, at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable, as to each Condominium operated by the Association:

- (a) The original or a photocopy of the recorded Declaration(s) of Condominium, and all amendments thereto. If a photocopy is provided, the Developer, or an officer or agent of the Developer shall certify by affidavit that it is a complete copy of the actual recorded Declaration(s);
- (b) A certified copy of the Articles of Incorporation for the Association;
- (c) A copy of the Bylaws of the Association;
- (d) The minute books, including all minutes, and other books and records of the Association, if any;



- (e) Any rules and regulations which have been adopted;
- (f) Resignations of resigning officers and Board members who were appointed by the Developer;
- (g) The financial records, including financial statements of the Association, and source documents from the incorporation of the Association through the date of turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to Florida Statutes, Chapter 473. The accountant performing the audit shall examine, to the extent necessary, supporting documents and records, including the cash disbursements and related paid invoices, to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments and Special Assessments, if any;
- (h) Association funds or the control thereof;
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer in writing to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property;
- (j) A copy of the plans and specifications utilized in the construction or remodeling of the improvements and the supplying of equipment, and for the construction and installation of all mechanical components servicing the improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of his knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the improvements and the Condominium Property;

- (k) Insurance policies;
- (l) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property;
- (m) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one year prior to the date the Unit Owners take control of the Association;
- (n) All written warranties of contractors, sub-contractors, suppliers and manufacturers, if any, that are still effective;
- (o) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records;
- (p) Leases of the Common Elements and other leases to which the Association is a party, if applicable;
- (q) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and,
- (r) All other contracts to which the Association is a party.

5. Powers and Duties. The Board of Administration shall have the powers and duties necessary for the management and administration of the affairs of the Condominiums and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration(s), the Articles or these Bylaws may not be delegated to the Board of Administration by the Unit Owners. Such powers and duties of the Board of Administration shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Elements of each Condominium and Association Property.
- (b) Determining the expenses required for the operation of the Condominiums and the Association.
- (c) Collecting the Assessments for Common Expenses of the Condominiums and Association from Unit Owners.

- (d) Collecting Special Assessments from Unit Owners.
- (e) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements of each Condominium and Association Property.
- (f) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property of each Condominium and Association Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
- (g) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (h) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
- (i) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (j) Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, or its designee.
- (k) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (l) Obtaining, maintaining and reviewing insurance for the Condominium Property of each Condominium and Association Property.
- (m) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (n) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominiums.
- (o) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.

- (p) Borrowing money on behalf of any or all of the Condominiums when required in connection with the acquisition of property, and granting mortgages on and/or security interests in Association Property; provided, however, that the consent of the Owners of a least two-thirds (2/3) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of \$50,000.00. If any sum borrowed by the Board of Administration on behalf of the Association pursuant to the authority contained in this subparagraph (p) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in the Common Elements or in the Association Property bears to the interest of all the Unit Owners in the Common Elements or in Association Property shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit. The Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Unit.
- (q) Contracting for the management and maintenance of the Condominium Property of each Condominium or Association Property and authorizing a management agent (who 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, Special Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements or Association Property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, Special Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (r) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements of each Condominium or Association Property for private parties and gatherings and imposing reasonable charges for such private use.
- (s) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws, and in the Florida Condominium Act, and (ii) all powers incidental

thereto, and all other powers of a Florida corporation not for profit.

- (t) Imposing a lawful fee in connection with the approval of the sale, mortgage, lease, sublease or other transfer of Units, not to exceed the maximum amount permitted by law in any one case.
- (u) Contracting with and creating special taxing districts.
- (v) Bringing, settling or compromising any claims or lawsuits involving matters in which all Unit Owners have a common interest.
- (w) Contracting with a cable operator licensed by the County to provide cable television service on a bulk rate basis to Unit Owners.

## 6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Administration and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Administration from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Unit Owners.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall

attend to the giving 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 shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Administration.
- 6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.14 hereof and by law.
7. Compensation. Neither Directors nor officers shall receive compensation for their services.
8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or other Directors or officers who are not Unit Owners) shall constitute a written resignation of such Director or officer.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
  - 9.1 Budget.
    - (a) Adoption by Board; Items. The Board of Administration shall from time to time, and at least annually, prepare a budget for each of the Condominiums and a budget for the Association

itself (which shall detail all accounts and items of expenses and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of their Condominium and the Association and allocate and assess such expenses among the Unit Owners as follows: (i) with respect to expenses of each Condominium, allocations shall be in accordance with the provisions of the respective Declarations; and (ii) with respect to expenses of the Association applicable to all Condominiums, allocations shall be made equally among all Units in all Condominiums. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount of reserves shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments to take into account any extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required for the Association or for each Condominium only if the Members of the Association or each Condominium, respectively, have, by a majority of the total voting interests voting in person or by limited proxy at a duly called meeting of Members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. No waiver shall be effective for more than one fiscal year. No waiver is effective as to a particular Condominium unless conducted at a meeting at which a majority of the voting interests in that Condominium vote in person or by limited proxy vote to waive or reduce reserves. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

Reserve funds and any interest accruing thereon shall remain in the reserve account and shall not

be used for other purposes, except payment of income taxes on the interest earned and other direct expenses of maintaining reserve accounts, unless their use for other purposes is approved in advance by a vote of the majority of the Members present at a duly called meeting of the Association.

The adoption of a budget for the Condominiums and Association by the Board of Administration shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Administration at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners.
- (ii) Special Membership Meeting. If a budget is adopted by the Board of Administration which requires Assessments against such Unit Owners in any one Condominium or the Association as a whole in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners in such Condominium or the Association, as the case may be, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Administration. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners in that Condominium, or the Association, as the case may be, shall consider and adopt a budget. The adoption of said budget shall require a vote of Unit Owners of not less than a majority of all the Units (including Units owned by the Developer) in that Condominium or the Association, as the case may be, which are present at such meeting (in person or by proxy) at which a quorum is attained.
- (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year



exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Administration in respect of repair or replacement of the Condominium Property or Association Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Condominium Property or Association Property and all Special Assessments (including surcharges against specific Unit Owner(s)).

(iv) Proviso. As long as the Developer is in control of the Board of Administration of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of Unit Owners owning a majority of the Units (including Units owned by the Developer) in any particular Condominium or the Association as the case may be.

(b) Adoption by Membership. In the event that the Board of Administration shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board of Administration may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board of Administration may propose a budget in writing to all Members of the affected Condominium or the Association, as the case may be. If either such budget is adopted by the Members of the affected Condominium or the Association, as the case may be, present at such meeting, or receiving such written budget, upon ratification by a majority of the Board of Administration, it shall become the budget for such year.

9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible at least ten (10) days preceding the year for which the

Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter (or each month at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and quarterly (or monthly) installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Administration, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which an amended Assessment is made shall be payable in as many equal installments as there are full quarters (or months) of the fiscal year left as of the date of such amended Assessment. Each such quarterly (or monthly) installment shall be paid on the first day of the quarter (or month), commencing the first day of the next ensuing quarter (or month). If only a partial quarter (or month) remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

9.3 Charges. Charges by the Association against Members for other than Common Expenses of their Condominium or the Association shall be payable in advance. These charges shall be collected separately from Assessments for Common Expenses. Charges for other than Common Expenses may be made only after approval of a Member or when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the exclusive use of portions of the Condominium Property or other Association Property, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.

9.4 Special Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due immediately upon notice given to the Unit Owners concerned, and shall be paid in such manner as the Board of Administration of the Association may require in the notice of Special Assessment.

- 9.5 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State as may be required by the provisions of the Condominium Act and as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All funds of the Association shall be maintained separately in accounts in the Association's name. After being received by the Association, reserve funds shall be maintained separately from operating funds. No manager, agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other person.
- 9.6 Acceleration of Assessment or Special Assessment Installments upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment or Special Assessment, the Board of Administration or its agent may accelerate the remaining installments of the annual Assessment or Special Assessment, so long as such acceleration is made in connection with foreclosure of the lien for Assessments or Special Assessments or both, as the case may be.
- 9.7 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. As used in this section, the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the president, secretary and treasurer of the Association. If the Association's annual gross receipts do not exceed \$100,000.00, the bond shall be in the principal sum of not less than \$10,000.00 for each such person. If the Association's annual gross receipts exceed \$100,000.00, but do not exceed \$300,000.00, the bond shall be in the principal sum of not less than \$50,000.00 for each such person. The Association shall bear the cost of bonding.
- 9.8 Accounting Records and Reports. The Association shall maintain accounting records for the Association and for each Condominium in the County in which the Condominium is located or within 25 miles of the Condominium, if maintained in another county, according to good accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written

summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves and depreciation reserves.

9.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

9.10 Percentage of Association Common Expenses. In addition to the separate expenses of each Condominium, the Association itself will have Common Expenses applicable to all Condominiums which it operates, including

administrative costs and costs of maintaining and operating property owned by the Association ("Association Expenses"). Association Expenses shall be apportioned among all Units operated by the Association as provided in the Declarations of Condominium of the Condominiums.

10. Roster of Unit Owners. The Association shall maintain current information regarding the title holders of all Units. Such information shall be obtained by engaging the services of a qualified title company, or if the Board so elects, by requiring each Unit Owner to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.
12. Amendments. Except as in the Declaration provided otherwise, these Bylaws may be amended in the following manner:
  - 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered and shall comply with the provisions of Section 718.112(2)(h), Florida Statutes.
  - 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Administration or by not less than one-third (1/3) of the Members of the Association. Directors who are absent from the Board meeting and Members not present in person or by limited proxy at the Members' meeting considering the amendment, may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:
    - (a) at any time, by not less than a majority of the votes of all Members of the Association represented at a meeting at which a quorum has been attained and by not less than 66 2/3% of the entire Board of Administration; or

- (b) after control of the Association is turned over to Unit Owners other than the Developer, by not less than 80% of the votes of the Members of the Association represented at a meeting at which a quorum has been attained; or
- (c) After control of the Association is turned over to Unit Owners other than the Developer, by not less than 100% of the entire Board of Administration; or
- (d) before control of the Association is turned over to Unit Owners other than the Developer, by not less than 66 2/3% of the entire Board of Administration.

12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer or mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Palm Beach County, Florida.

13. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are rules and regulations concerning the use of portions of the Condominium and other Association Property. The Board of Administration may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units represented at a meeting at which a quorum is present may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Administration to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no

time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

14. Construction. 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. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.
15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
16. Arbitration. In the event of a dispute as dispute is defined in Florida Statutes 718.1255, there shall be mandatory non-binding arbitration as provided for in said Statute.
17. Conflicts. In the event of any irreconcilable conflict, the provisions of the Declaration shall be superior to the provisions of the Articles, which shall be superior to the provisions of these Bylaws.
18. Notice and Hearing For Fines. Prior to imposition of any fine by the Association on any Owner, occupant, licensee or invitee for violating any provision of the Declaration, Articles, Bylaws, or rules and regulations of the Association, such person shall be given reasonable notice and opportunity to be heard. The party sought to be fined shall be given at least fourteen (14) days prior notice of a hearing, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provision of the Declaration, Articles, Bylaws, or rules claimed to have been violated, and (iii) a short and plain statement of the matters asserted by the Association. The party sought to be fined shall have an opportunity to respond, present evidence, provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. No fine shall become a lien against a Unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the Committee does not agree with the fine, the fine may

not be levied. The provisions of this Section 18 do not apply to unoccupied Units.

19. Members' Complaints. When a Member files a written complaint by certified mail with the Board of Administration, the Board of Administration shall respond to the Member within 30 days of receipt of the complaint. The Board of Administration shall give a substantive response to the complainant, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Division. The failure to act within 30 days and to notify the Member within 30 days after the action taken precludes the Board of Administration from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

The foregoing was adopted as the Bylaws of LUCENTE VILLAGE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Administration on the \_\_\_\_\_ day of \_\_\_\_\_, 1994.

Approved:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



SCHEDULE "A" TO BY-LAWS

RULES AND REGULATIONS

-of-

LUCENTE VILLAGE CONDOMINIUM ASSOCIATION, INC.

In addition to the provisions of the Declaration of Condominium of Lucente Village "B", a Condominium (the "Declaration"), and the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") of Lucente Village Condominium Association, Inc., the following rules and regulations, together with such additional rules and regulations as may be adopted hereafter by the Board of Administration, shall govern the use of Units, Common Elements and other property owned by the Association or subject to use rights held by the Association ("Association Property"), and the conduct of all Unit residents, whether Unit Owners, approved lessees, or the guests of Unit Owners or lessees. All defined terms herein shall have the same meaning as in the Declaration, Articles and Bylaws.

(1) In order to enhance the beauty of the buildings and for safety purposes, the sidewalks, entrances, passages, vestibules, stairways, corridors, halls, and all similar Common Elements and other Association Property, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carts, carriages, chairs, tables, or any other similar objects be stored therein. Bicycles may be stored only in Units or in other specifically designated areas.

(2) Owners shall store personal property within their respective Units and designated storage areas.

(3) No garbage cans, supplies, milk bottles, or other articles shall be placed on balconies, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any such balconies or patios or part of the Common Elements or Association Property. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas so designated. The Common Elements and Association Property shall be kept free and clear of rubbish, debris, and other unsightly material.

(4) So as to maintain the cleanliness of the Condominium Property, no Owner shall allow anything whatsoever to fall from the window, balcony, or doors of his Unit, nor shall he sweep or throw therefrom any dirt or other substances upon the grounds.

(5) No commercial truck, commercial van, bus, recreational vehicle, mobile home, motor home, camper, trailer, or similar

vehicle may be kept overnight on the Condominium Property or Association Property unless totally enclosed in a garage and not visible from the outside. Prohibited vehicles include, but are not limited to, those (i) not designed primarily for the routine transportation of people, rather than equipment or goods, or (ii) bearing any advertising, logo or other signs or having printed on the sides, front or rear some reference to any commercial undertaking or enterprise. Any vehicle the state registration for which contains a designation of the type of vehicle as anything other than "Automobile" shall be presumed to be prohibited hereunder, which presumption may be rebutted by clear and convincing evidence to the contrary. No vehicle which cannot operate on its own power shall remain within the Condominium Property or Association Property for more than 24 hours. No vehicles shall be repaired within the Condominium Property or Association Property, except in emergencies.

(6) In order that labor costs may be kept to a minimum, employees of the Association may not be sent out of the Condominium Property by any Owner at any time for any purpose. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

(7) Servants and domestic help of the Owners may not gather or lounge in the Common Elements or Association Property.

(8) In order that all Owners may have the quiet enjoyment of their property, no Owner shall make or permit any disturbing noises on the Condominium Property or Association Property by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Owners. No Owner shall unreasonably play or suffer to be played upon any musical instrument or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his Unit in such a manner as to disturb or annoy other Owners. No Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

(9) No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. No antenna or aerial may be erected or installed on the roof or exterior walls of the Condominium Building without the written consent of the Board of Directors of the Association, except that this prohibition shall not be applicable to television or radio installations permitted or contemplated by the Declaration.

(10) In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any

part of the Condominium Property or Association Property without the written consent of the Board.

(11) In order to protect the Condominium Property, each Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:

(a) Removing all furniture, plants and other objects from his porch, terrace, or balcony, where applicable; and

(b) Designating a responsible firm or individual to care for his Unit should same suffer hurricane damage, and furnishing the Board of Administration with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.

(12) In order that the Buildings may maintain an attractive and uniform appearance, no Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, windows or roof, nor shall an Owner place anything other than porch furniture or plants on the porch or balcony except with the prior written consent of the Board.

(13) No fences may be erected upon the Condominium Property or Association Property.

(14) Pets belonging to Unit Owners who have signed a pet permission agreement (as formulated from time to time by the Board) and which pets have been approved by the Board will be allowed within the Condominium Property and Association Property subject to the following restrictions:

(a) No animal other than household, domestic animals (dogs, cats, small birds) shall be permitted in a Unit at any time;

(b) No pet shall be permitted outside a Unit except on a leash and at all times under the control of its Owner;

(c) No other animals, livestock or poultry of any kind shall be kept on any portion of the Condominium Property or Association Property;

(d) No pets may be kept for the purpose of breeding or for any commercial purposes whatsoever;

(e) No animal weighing in excess of twenty (20) pounds may be brought or kept upon the Condominium Property or Association Property.

- (f) No pet shall be allowed to constitute a nuisance;
- (g) Each Unit Owner shall promptly remove and dispose of waste matter deposited by his pet through a proper sewage receptacle;
- (h) No pet which dies or is disposed of may be replaced. It is the intent of this Rule that although a pet owned by a Unit Owner at the time such Unit Owner purchases his Unit may be approved so as not to require Unit Owners to choose between purchasing a Unit and giving up their pet, no new or additional pets may be acquired after a Unit is purchased;
- (i) The Board shall have the right to promulgate Rules further restricting the keeping of pets.

(15) In case of any emergency originating in, or threatening any Unit, the Board or any other person authorized by it shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Owner of such Unit is present at the time of such emergency. To facilitate entry in the event of any such emergency, the Board shall have a master key to fit the door locks to all Units. If an Owner wants to change a lock or to have a second lock installed as additional security, said Owner shall deposit with the Board (at such Owner's expense) a duplicate key for each such lock.

(16) No one other than persons authorized by the Board shall be permitted at any time on the roof of the Condominium Building.

(17) There shall be no solicitation by any person anywhere in the Buildings for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

(18) No fires, cooking devices or other devices which emit smoke or dust, other than any which may be installed by the Developer, shall be allowed on any balcony or patio, except same shall be permitted on patios or balconies of one-story buildings.

EXHIBIT "C"

-to-

DECLARATION OF CONDOMINIUM  
OF  
LUCENTE VILLAGE "B", A CONDOMINIUM

ARTICLES OF INCORPORATION

**FILED**

94 JUL 14 AM 12:11

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION FOR  
LUCENTE VILLAGE  
CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporators by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

**ARTICLE 1**

**NAME**

The name of the corporation shall be LUCENTE VILLAGE CONDOMINIUM ASSOCIATION, INC., and the principal place of business and mailing address of this corporation shall be 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

**ARTICLE 2**

**PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act"), as it exists on the date hereof, for the operation of several separate condominiums (the "Condominiums") which will comprise the LUCENTE VILLAGE. It is intended that the number of Condominium Units that will be operated ultimately by the Association is 56; however, such number may be changed from time to time by the Board of Administration.

**ARTICLE 3**

**DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declarations of the Condominiums (the "Declarations") to be recorded in the Public Records of Palm Beach County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

# ARTICLE 4

## POWERS

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws or the Act.

4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, including those set forth in these Articles, the Bylaws and the Declarations, and all of the powers and duties reasonably necessary to operate the Condominiums pursuant to the Declarations and as more particularly described in the Bylaws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect Assessments, Special Assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.
- (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Act, the Declarations, these Articles, the Bylaws,

and the rules and regulations for the use of the Condominium Property and Association Property.

- (h) To contract for the management and maintenance of the Condominium Property and Association Property and to authorize a management agent (who 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, Special 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. The Association and its officers and Directors shall, however, retain at all times the powers, and duties granted by the Condominium Act, including, but not limited to the making of Assessments, Special Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Condominiums.
- (j) To contract with a cable operator licensed by the County to provide cable television service on a bulk rate basis to Unit Owners.

- 4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declarations, these Articles and the Bylaws.
- 4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of all Condominiums.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declarations, the Bylaws and the Act.



ARTICLE 5

MEMBERS

- 5.1 Membership. The members of the Association ("Members") shall consist of all of the record title owners of Units in the Condominiums from time to time, and after termination of the Condominiums, shall also consist of those who were Members at the time of such termination, and their successors and assigns.
- 5.2 Assignment. 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 the Unit for which that share is held.
- 5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.
- 5.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE 6

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7

INCORPORATORS

The names and addresses of the incorporators of the Association are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Patrick Powers	4400 West Sample Road Suite #200 Coconut Creek, Florida 33073-3450

T. R. Beer

4400 West Sample Road  
Suite #200  
Coconut Creek, Florida 33073-3450

Frank Langlois

4400 West Sample Road  
Suite #200  
Coconut Creek, Florida 33073-3450

#### ARTICLE 8

##### OFFICERS

Subject to the direction of the Board of Administration (described in Article 9 below) the affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Administration of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Administration. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board of Administration are as follows:

President

T. R. Beer

Vice President

Frank Langlois

Secretary/Treasurer

Patrick Powers

#### ARTICLE 9

##### DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board (the "Board of Administration") consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three Directors. Directors need not be Members of the Association or residents of Units in the Condominiums.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declarations, these Articles and the Bylaws shall be exercised exclusively by the Board of Administration, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required and except as provided in the Declaration.

- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Administration shall be filled in the manner provided in the Bylaws.
- 9.4 First Directors. The names of the members of the first Board of Administration who shall hold office until their successors are elected and have qualified, as provided in the Bylaws are as follows:

NAME

Patrick Powers

Frank Langlois

T. R. Beer

ARTICLE 10

INDEMNIFICATION

- 10.1 Indemnity. 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, 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 such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or 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, that he had reasonable cause to believe that his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, 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, had reasonable cause to believe that his conduct was unlawful.

- 10.2 Expenses. 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 Section 10.1 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.
- 10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, employee or agent to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article 10.
- 10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and 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 and personal representatives of such person.
- 10.5 Insurance. 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, or 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.
- 10.6 Amendment. Anything to the contrary herein notwithstanding the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Administration and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE 12

AMENDMENTS

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

- 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Administration or by not less than one-third (1/3) of the Members of the Association. Directors who are absent from the Board meeting and Members not present in person or by limited proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:
- (a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66 2/3% of the entire Board of Administration; or
  - (b) after control of the Association is turned over to Unit Owners other than the Developer, by not less than 80% of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or
  - (c) after control of the Association is turned over to Unit Owners other than the Developer, by not less than 100% of the entire Board of Administrators; or
  - (d) before control of the Association is turned over to the Unit Owners other than the Developer, by not less than 66 2/3% of the entire Board of Administration.

12.3 Limitation. Provided, however, that no amendment shall make changes in the qualifications for membership nor in the voting rights or property rights of Members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers", without the approval in writing of all Members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.

12.4 Developer. The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Palm Beach County, Florida.

### ARTICLE 13

#### PRINCIPAL ADDRESS OF ASSOCIATION

The principal office of this corporation shall be at Township Center, 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450, or such other place as may subsequently be designated by the Board of Administration.

### ARTICLE 14

#### CONVEYANCE

The Association shall accept any and all deeds of conveyance delivered to it by the Developer.

### ARTICLE 15

#### REGISTERED AGENT

The initial registered agent of the Association shall be Minto Builders (Florida), Inc., Attn: Mr. Michael Greenberg, 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450.

IN WITNESS WHEREOF, the incorporators have affixed their signatures as of this 7<sup>th</sup> day of July, 1994.

Patrick Powers  
Patrick Powers

Frank Langlois  
Frank Langlois

T. R. Beer  
T. R. Beer

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 1994 by Patrick Powers, who is personally known to me and who did take an oath.

sign Sharon Rosenblum  
print SHARON ROSENBLUM  
State of Florida at Large  
(Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT. 5, 1994  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 1994 by Frank Langlois, who is personally known to me and who did take an oath.

sign Sharon Rosenblum  
print SHARON ROSENBLUM  
State of Florida at Large  
(Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT. 5, 1994  
BONDED THRU GENERAL INS. UND.

ORR 4796 Ps 404

STATE OF FLORIDA     )  
                              ) ss:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 7<sup>th</sup>  
day of July, 1994 by T. R. Beer, who is personally known  
to me and who did take an oath.

sign Sharon Rosenblum  
print SHARON ROSENBLUM  
State of Florida at Large  
(Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT. 5, 1994  
BONDED THRU GENERAL INV. CO.



**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS  
STATE NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

**FILED**

94 JUL 14 AM 12:11  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In compliance with the laws of Florida, the following  
submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at City of Coconut Creek, County of Broward, State of Florida, the corporation named in the said articles has named MINTO BUILDERS (FLORIDA), INC., a Florida corporation, Attn: Mr. Michael Greenberg, 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450 as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and that I am familiar with and accept the obligations of Florida Statutes Section 607.0505.

MINTO BUILDERS (FLORIDA), INC.,  
a Florida corporation

By:   
Michael Greenberg, President

Dated this 2 day of July, 1994

w/c 165

This instrument prepared by:  
Laurie G. Manoff, Esquire  
DICKER, KRIVOK & STOLOFF, P.A.  
1818 Australian Avenue S., Suite 400  
West Palm Beach, Florida 33409  
(561) 615-0123  
Box 165



CFN 20090018490  
OR BK 23038 PG 1386  
RECORDED 01/16/2009 08:41:15  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1386 - 1424; (39pgs)

**CERTIFICATE OF AMENDMENT TO THE BYLAWS OF  
LUCENTE VILLAGE CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the amended Bylaws of Lucente Village Condominium Association, Inc. attached to this Certificate was duly adopted by 100% of the Board of Directors of Lucente Village Condominium Association, Inc. amending the Bylaws of Lucente Village Condominium Association, Inc. The original Bylaws for Lucente Village Condominium Association, Inc. is recorded in Official Records Book 8738 at page 1927 and Official Records Book 8796 at Page 406 of the Public Records of Palm Beach County, Florida.

DATED this 1st day of December, 2008.

As to witnesses:

LUCENTE VILLAGE CONDOMINIUM  
ASSOCIATION, INC.

Jenat Gregory  
Print Name: Jenat Gregory

By: David Pester  
David Pester, President

Jane Melnick  
Print Name: Jane Melnick

Attest: Roberta Landess  
Roberta Landess, Secretary

(Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 1st day of December, 2008, by David Pester and Roberta Landess, as President and Secretary of Lucente Village Condominium Association, Inc. respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ as identification and who did take an oath.

(SEAL)

G. Patricia Rothermel  
NOTARY PUBLIC  
State of Florida at Large.  
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
G. Patricia Rothermel  
Commission # DD798748  
Expires: JUNE 18, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

T:\Documents\Laurie\Lucente Village\Certificate for Bylaws A.doc

**BYLAWS  
OF  
LUCENTE VILLAGE CONDOMINIUM ASSOCIATION, INC.**

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

1. **Identity.** These are the Bylaws of LUCENTE VILLAGE CONDOMINIUM ASSOCIATION, INC. (The "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and originally organized for the purpose of administering multiple condominiums (the "Condominium(s)") located in Palm Beach County, Florida, comprising Lucente Village ( the "Village"). For purposes of the Declarations, Articles, Bylaws, Rules and Regulations, Budgets Assessments, etc
  - 1.1 **Principal Office.** The principal office of the Association shall be at P. O. Box 742014, Boynton Beach, Florida 33474-2014, or at such other place as may be subsequently designated by the Board of Administration. All books and records of the Association shall be by the Secretary of the Association, or the Association's authorized representative.
  - 1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
  - 1.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation, and shall be kept by the Secretary of the Association.
2. **Definitions.** For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these Bylaws shall have the same definition and meaning as those set forth in the Articles or Declarations for the Condominiums, unless herein provided to the contrary, or unless the context otherwise requires.
3. **Members.** The members of the Association ("Members") shall be as specified in the Articles.
  - 3.1 **Unit Ownership.** Any person(s) purchasing a Unit in Lucente Village Condominium Association, Inc. shall be called a Unit Owner(s), and is a "Member" of the Association.
    - A. Prior to purchasing a Unit, potential purchaser(s) must complete

an application and have the approval of the Board of Administration to purchase a Unit. Anyone applying for ownership in Lucente Village Condominium Association, Inc. who is found to have lied or to have given misleading, inaccurate or fraudulent information on the application will have his/her application invalidated. Applicant(s) may not occupy the Unit prior to formal approval.

- B. A Unit Owner(s) must own his/her Unit for 1(one) day more than 1 (one) year before he/she can rent, lease or sell his/her Unit, except in extenuating circumstances which require a request to and approval by the Board.
- C. A Unit can be rented or leased only 1 (one) time in a 12 (twelve) month period.
- D. Subleasing a Unit is not allowed.
- E. Rental/lease renewals must be approved by the Board of Administration.
- F. Rental/lease must be for a minimum of 6 (six) months.
- G. If a Unit Owner(s) wishes to rent/lease his/her Unit, the Renter(s)/Lessee(s) must complete an application, and submit with application fee and security deposit checks, and be approved by the Board of Administration prior to moving in. If the Renter(s)/Lessee(s) is found to have lied or to have given misleading, inaccurate or fraudulent information on the application, his/her application will be invalidated. Applicant(s) may not occupy the Unit until formal approval is given by the Board of Directors.
- H. If a Unit Owner(s) sells or rents/leases his/her Unit, he/she must give all entrance gate remote Unit(s), entrance gate barcode card(s), entrance gate and pool gate key(s), and PCMA car sticker(s) to PCMA personnel, or new Owner(s) or Renter(s)/Lessee(s) will not have access to or use of recreation facilities, etc. If an Owner(s) sells his/her Unit, he/she must also turn in his/her cafe card(s) to PCMA personnel. Cafe card(s) do not have to be turned in when renting or leasing a Unit. Once a Unit Owner(s) sells or rents/leases his/her Unit, he/she no longer has the right to utilize the facilities of Lucente Village Condominium Association or Platina Community Master Association.

- I. If a Unit Owner(s) sells/ rents/leases his/her unit, the purchaser(s)/renter(s)/lessee(s) must contact Platina Community Master Association immediately upon closing and a check for administrative fees must be submitted to PCMA in order to be registered into the PCMA (Master Association) System, and have access to and use of the recreational facilities of Platina Master Community Association.
  - J. Unit Owners, Renters/Lesseees and/or guests of occupants of Units must abide by the Declarations, Articles, Bylaws, Rules and Regulations, etc. of Lucente Village Condominium Association, Inc.
  - K. A Unit may be used for a single family only, and for not more than 2 (two) occupants per bedroom or a total of 4 (four) persons Occupying the Unit.
  - L. 1 (one) Unit Owner per Unit is the only person that has a voting right in Lucente Village, or Platina Community Master Association. A Voter Certificate must be on file with the Secretary of Lucente Association, and can be changed at any time in writing and sent to the Secretary of Lucente Condominium Association, Inc..
  - M. No one other than the Unit Owner(s) or approved Renter(s)/Lessee(s) is allowed to occupy the Unit without the Unit Owner(s) or approved Renter(s)/Lessee(s), as applicable, living in the Unit at the same time, unless written approval is given by the Board of Administration.
- 3.2 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board of Administration from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during September, October, November or December and no later than 12 (twelve) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.
- 3.3 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Administration of the Association. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Additionally, special Members' meetings may be

called by 10% (ten percent) of the Members of the Association to recall a member or members of the Board of Administration or as provided for in Section 9.1.A (3)(b) hereof.

- 3.4 Notice of Meeting:. Written notice of the annual meeting of Members stating the time and place and an agenda for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be mailed or delivered to each Unit Owner(s) at least 14 (fourteen) days prior to the annual meeting and shall be posted in a conspicuous place on the Condominium or Association Property at least 14 (fourteen) continuous days preceding the annual meeting. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium or Association Property upon which all notices of annual meetings shall be posted. The notice of the annual meeting shall be hand delivered or sent by mail to each Unit Owner(s), unless the Unit Owner(s) waives, in writing, the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof.
- 3.5 Waiver of Notice. Notice of specific meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his/her (or his/her authorized representative's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 3.6 Members' Participation in Meetings. Members shall have the right to participate in meetings of Members with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration, and manner of Member participation. Any member may tape record or video tape a meeting of Members subject to reasonable rules adopted by the Department of Business and Professional Regulation, Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division").
- 3.6 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast 33-1/3% (thirty-three and one-third percent) or 1/3 (one-third) of the votes of Members; provided, however, that except as provided in Section 4.2, there shall be no quorum requirement for election of Directors, although at least 20% (twenty percent) of the eligible voters must cast a ballot in order to have a valid election for members of the Board of Administration.

### 3.8 Voting.

- A. Number of Votes. In any meeting of Members, the Owners of Units shall be entitled to cast 1 (one) vote for each Unit owned. The vote of a Unit shall not be divisible.
- B. Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Unit Owners" and majority of the "Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% (fifty percent) of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.
- C. Voting Member. If a Unit is owned by 1 (one) person, his/her right to vote shall be established by the roster of members. If a Unit is owned by more than 1 (one) person the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, not for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and a wife. If a Unit is owned jointly by a husband and a wife, they may, without being required to do so, designate a voting Member in the manner provided above. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (1) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
- (2) If only 1 (one) is present at a meeting, the person present shall be counted for the purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.
- (3) If both are present at a meeting and concur, either one may cast the Unit vote.

D. Renters/Lessees. If a Unit has been rented or leased, a vote by the Renter(s) or Lessee(s) is not valid. Only the Unit Owner(s) has the right to vote.

3.9 Proxies. Except as specifically otherwise provided in the Condominium Act, Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division. Limited proxies shall be used for votes taken to (a) waive or reduce reserves, (b) waive financial statement requirements, (c) amend the Declaration, (d) amend the Article or Bylaws; and for any other matter for which the Condominium Act requires or permits a vote of the Unit Owners. No proxy, limited or general, shall be used in the election of the Board of Administration. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this subparagraph, Members may vote in person at Members' meetings. A proxy may be made by any person entitled to vote, but shall only be effective 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 90 (ninety) 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 person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit (as described above), and filed with the Secretary of the Association before the appointed time of the meeting, or before the time at which the meeting is adjourned.

3.10 Adjourned Meetings. If any proposed meeting, other than for the election of Directors, cannot be organized because a quorum has not been



attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving and notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.11 Order of Business. If a quorum has been attained, then the order of business at annual Members' meetings, and, if applicable, at other Members' meetings shall be:

- A. Call to order by President;
- B. Appointment by the President of a Chairman of the meeting (who need not be a Member or a Director);
- C. Proof of notice of the meeting or waiver of notice;
- D. Reading of minutes;
- E. Reports of officers;
- F. Reports of committees;
- G. Appointment of inspectors of election;
- H. Determination of number of Directors;
- I. Election of Directors;
- J. Unfinished Business;
- K. New Business;
- L. Adjournment.

Such order may be waived in whole or in part by direction of the Chairman.

3.12 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives or Board members at any reasonable time. The Secretary of the Association shall retain these minutes for a period of not less than 7 (seven) years.

3.13 Action Without A Meeting. Except for those approvals by Unit Owners required by the Condominium Act, the Declaration, or these Bylaws to

be made at a duly noticed meeting of Unit Owners which shall be subject to all requirements of the Condominium Act, or the Declaration, Articles or these Bylaws relating to Unit Owner decision-making, any action which may be taken at any annual or special meeting of such Members, 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 (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted. Within 10 (ten) days, after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. This notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Association shall be managed and governed by a Board of not less than 3 (three) nor more than 9 (nine) Directors, the exact number initially to be set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the membership.

4.2 Election of Directors. The Board of Administration shall be elected by written ballot or voting machine. Proxies, whether general or limited, shall in no event be used in electing the Board of Administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in the Condominium Act.

Not less than 60 (sixty) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election.

Any Unit Owner or other eligible person desiring to be a candidate for the Board of Administration must give written notice to the Secretary of the Association not less than 40 (forty) days before a scheduled election. The Board of Administration shall hold a meeting within 5 (five) days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board of Administration shall accept additional nominations. Any Unit Owner or other eligible person may nominate himself or herself, or may nominate another Unit Owner, if he/she has permission in writing to nominate the other person.

Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 X 11 inches, which must be furnished by the candidate and given to the Secretary of the Association not less than 35 (thirty-five) days before the election, to be included with the mailing or delivery of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. In order to reduce costs, the Association can print or duplicate the information on both sides of 1(one) sheet of paper. However, the Association has no liability for the contents of the information sheets prepared by the candidates.

Not less than 15 (fifteen) days before the election, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with any information sheets provided by candidates, and a ballot which shall list all candidates.

Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement for election of members of the Board of Administration; however, at least 20 % (twenty percent) of the eligible voters must cast a ballot in order to have a valid election for members of the Board of Administration. There shall be no cumulative voting. No Unit Owner(s) shall permit another person to vote his/her ballot, and any such ballots improperly cast shall be deemed invalid. Any Unit Owner(s) violating this provision may be fined by the Association in accordance with the provisions of the Condominium Act and these Bylaws. A Unit Owner(s) who needs assistance in casting the ballot for reasons of blindness, disability or inability to read or write may obtain assistance in casting the ballot. The regular election shall occur on the date of the annual meeting.

#### 4.3 Vacancies and Removal

- A. Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Administration occurring between annual meetings of the Members shall be filled by a majority action of the remaining Directors.
- B. Any Director elected by the Members may be removed by concurrence of a majority of the votes of the Members present (in person or by proxy) at a special meeting of Members called for that purpose at which a quorum has been attained. The vacancy in the Board of Administration so created shall be filled by the Members at the same meeting; provided, however, that if the vacancies are caused by the removal of a majority or more of the Board of Administration, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division. The

procedural rules to be adopted by the Division. The conveyance of all Units owned by a Director in the Condominium who owned 1 (one) or more Units at the time he was elected or shall constitute the resignation of such Director.

- C. If a vacancy on the Board of Administration results in there being no incumbent Directors, any Unit Owner may apply to the Circuit Court within whose jurisdiction the Village lies for the appointment of a receiver to manage the affairs of the Association. At least 30 (thirty) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place in the Village, a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Administration, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

- 4.4 Term. At the annual meeting and election, the 2 (two) Directors who receive the highest number of votes shall serve for 2 (two) years. The other Director (s) shall serve for 1 (one) year until the next annual meeting of the Members, and subsequently until his/her successor is duly qualified, or until he/she is removed in the manner elsewhere provided. If there are only 2 (two) candidates running for the Board of Directors at election time, neither candidate will serve for 2 (two) years since there is no vote that year, and each will serve a 1 (one) year term.

- 4.5 Organizational Meeting. The organizational meeting of newly-elected, or appointed and/or second year term members of the Board of Administration shall be held within 10 (ten) days at such place and time as shall be fixed by the Directors at the annual meeting at which an election was held.

- 4.6 Board Meetings. Meetings of the Board of Administration and any Committee thereof at which a majority of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board of Administration. The right to attend meetings includes the right to speak at such meetings with reference to all agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Adequate notice of all meetings, which notice shall include an agenda, shall be posted conspicuously on the Condominium or Association Property at least 48 (forty-eight) contiguous hours preceding the meeting, except in an

emergency basis by at least a majority plus 1 (one) of the members of the Board of Administration. However, written notice of any meeting at which non-emergency Special Assessments, or at which Unit use will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium or Association Property not less than 14 (fourteen) days prior to the meeting. Evidence of this 14 (fourteen) day notice requirement shall be made by an affidavit executed by the person providing notice of the meeting and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium or Association Property upon which all notices of Board meetings shall be posted. Notice of any meeting in which Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. If there is no Condominium or Association Property or Common Element facilities upon which notices can be posted, notices of all meetings under this Section 4.6 may be mailed or delivered at least 14 (fourteen) days in advance to the Owner(s) of each Unit.

- 4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his/her attendance is for the express purpose of objecting at the beginning of a meeting to the transaction of business because the meetings is not lawfully called.
- 4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Administration, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.
- 4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Administration, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted.
- 4.10 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may however, designate any other person to preside).
- 4.11 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- A. Proof of due notice of meeting;
- B. Reading of any unapproved minutes;
- C. Report from Management Company representative;
- D. Reports of officers;
- E. Reports of committees;
- F. Election of Officers;
- G. Unfinished business;
- H. New business;
- I. Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.12 Minutes of Meetings. The minutes of all meetings of the Board of Administration shall be kept in a book by the Secretary of the Association which is to be made available for inspection by Unit Owners, or their authorized representative, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than 7 (seven) years.
- 4.13 Executive Committee; Other Committees. The Board of Administration may, by resolution duly adopted, appoint an Executive Committee to consist of 3 (three) or more members of the Board of Administration. Such Executive Committee shall have and may exercise all of the powers of the Board of Administration in management of the business and affairs of the Condominiums and Association during the period between the meetings of the Board of Administration insofar as may be permitted by law except that the Executive Committee shall not have power to:
- A. Determine the Common Expenses required for the affairs of the Condominium or Association;
  - B. Determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium or Association,
  - C. Adopt or amend any rules and regulations covering the details of the operation and use of the Village; or,
  - D. Exercise any of the powers set forth in paragraph (H) and (Q) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

5. Powers and Duties. The Board of Administration shall have the powers and duties necessary for the management and administration of the affairs of the Condominium, and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declarations, the Articles or these Bylaws may not be delegated to the Board of Administration by the Unit Owners. Such powers and duties of the Board of Administration shall include, without limitation (except as limited elsewhere herein), the following:
- A. Operating and maintaining the Common Elements of the Condominium and Association Property;
  - B. Determining the expenses required for the operation of the Condominiums and the Association;
  - C. Collecting the Assessments for Common Expenses of the Condominiums and Association from Unit Owners;
  - D. Collecting Special Assessments from Unit Owners;
  - E. Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements of the Condominium and Association Property;
  - F. Adopting and amending Rules and Regulations concerning the details of the operation and use of the Condominium Property of the Condominium and Association Property, subject to a right of the Unit Owner to overrule the Board as provided in Section 13 hereof;
  - G. Maintaining bank accounts on behalf of the Association and designating the signatories required therefore;
  - H. Purchasing, leasing, or otherwise acquiring Units or other property in the name of the Association, or its designee;
  - I. Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee;
  - J. Selling, leasing, mortgaging, or otherwise dealing with Units acquired by, and subleasing Units leased by the Association, or its designee;
  - K. Organizing corporations and appointing persons to act as designees of the

Association in acquiring title to or leasing Units or other property;

- L. Organizing, maintaining and reviewing insurance for the Condominium and Association Property;
- M. Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;
- N. Enforcing obligations of the Unit Owners, allocating profits and expenses and taking other actions as shall be deemed necessary and proper for the sound management of the Condominium and Association;
- O. Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners;
- P. Borrowing money on behalf of the Condominium when required in connection with the acquisition of property, and granting mortgages on and/or security interests in Association Property; provided, however, that the consent of the Owners of at least  $\frac{2}{3}$  (two-thirds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of \$50,000 (fifty-thousand dollars). If any sum borrowed by the Board of Administration on behalf of the Association, pursuant to the authority contained in this subparagraph (P) is not repaid by the Administration, a Unit Owner who pays to the creditor such portion thereof as his/her interest in the Common Elements or in the Association Property bears to the interest of all the Unit Owners in the Common Elements or in Association Property shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or should have the right to file against, or which will affect, such Unit Owner's Unit;
- Q. Contracting for the management and maintenance of the Condominium or Association Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, Special Assessments, preparation of records, enforcement of rules and regulations, repair and replacement of the Common Elements or Association Property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain, at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, Special Assessments, promulgation of Rules and Regulations and execution of



contracts on behalf of the Association;

- R. At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements of the Condominium or Association Property for private parties and gatherings and, if appropriate, imposing reasonable charges for such private use;

S. Exercising;

- (1) all powers specifically set forth in the Declaration, the Articles, these Bylaws, and in the Florida Condominium Act, and

- (2) all powers incidental thereto, and all other powers of a Florida corporation not for profit.

- T. Imposing a lawful fee in connection with the approval of the sale, mortgage, lease, sublease or other transfer of Units, not to exceed the maximum amount permitted by law in any one case;

- U. Contracting with and creating special taxing districts;

- V. Bringing, settling or compromising any claims or lawsuits involving matters in which all Unit Owners have a common interest;

- W. Contracting with a cable operator licensed by the County to provide cable television on a bulk rate basis to Unit Owners.

- X. Use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property, for which the Declaration of Condominium requires coverage by the Association. A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners or their authorized representative at reasonable times; and,

- Y. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary, for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Each Unit Owner(s), as well as a Renter(s)/Lessee(s) where applicable, must keep the Secretary of the Association updated and informed in writing as to who has an emergency key in case a Unit Owner(s), Renter(s)/Lessee(s) is not available at the time an emergency arises.

6. Officers.

- 6.1 Executive Officers. The Executive Officers of the Association shall be a President, Vice President, a Treasurer, a Secretary, and a Director, all of whom shall be elected by the Board of Administration and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than 1 (one) office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Administration from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 6.2 President. The President shall be the chief executive officer of the Association. He/she shall have all of the powers and duties that are usually vested in the office of President of an Association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He/she shall also assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an Association and as shall otherwise be prescribed by the Directors or the President.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He/she shall attend to the giving of all notices to the Members and Directors and other notices required by law. He/she shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He/she shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of the Treasurer of an Association and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Administration.

7. Compensation. Neither Directors nor Officers shall receive compensation for their services.
8. Resignations. Any Director or Officer may resign his/her post at any time by written resignation, delivered to the President or Secretary, which will take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.
9. Fiscal Management – The provisions for fiscal management of the Association as set forth in the Declaration and Articles shall be supplemented by the following provisions.

9.1 Budget

A. Adoption by Board; Items. The Board of Administration shall from time to time, and at least annually, prepare a budget for the Condominium and the Association (which shall detail all accounts and items of expenses and contain at least all items set forth in Section 718.112(2)(f) and Section 718.504 (21) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of the Condominium and the Association and allocate and assess such expenses among the Unit Owners as follows.

- (1) With respect to expenses of the Association applicable to the Condominium, allocations shall be made equally among all Units in the Condominiums. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building, painting and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000 (ten thousand dollars). The amount of reserves shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expenses of each reserve item. The Association may adjust replacement reserve assessments to take into account any extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required for the Association or Condominium only if the Members of the Association or Condominium, have, by majority vote at a duly called meeting of

Members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. No waiver shall be effective for more than 1 (one) fiscal year. No waiver is effective as to the Condominium unless conducted at a meeting at which a majority of the voting interests in the Condominium are present, in person, or by proxy, and a majority of those present in person or by proxy vote to waive or reduce reserves. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

- (2) Reserve funds and any interest accruing thereon shall remain in the reserve account and shall not be used for other purposes, except payment of income taxes on the interest earned and other direct expenses of maintaining reserve account, unless their use for other purposes is approved in advance, by a vote of the majority of the Members present at a duly called meeting of the Association.
- (3) The adoption of a budget for the Condominium and Association by the Board of Administration shall comply with the requirements hereinafter set forth:
  - (a) Notice of Meeting. A copy of the proposed budget shall be mailed or delivered to each Unit Owner not less than 14 (fourteen) days prior to the meeting of the Board of Administration at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners.
  - (b) Special Membership Meeting. If a Board adopts in any fiscal year an annual budget which require assessments against Unit Owners which exceed 115% (one hundred fifteen percent) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if

the Board receives, within 21 (twenty one) days after adoption of the annual budget, a written request for a special meeting from at least 10% (ten percent) of all voting interests. The special meeting shall be conducted within 60 (sixty) days after adoption of the annual budget. At least 14 (fourteen) days prior to such special meeting, the Board shall mail or hand deliver to each Unit Owner, a notice of the meeting. An Officer or Manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official record of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute Budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

- (c) Determination of Budget Amount. In determining whether a budget Assessment against Unit Owners in any year exceeding 115% (one hundred fifteen percent) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Administration in respect of repair or replacement of the Condominium or Association Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Condominium or Association Property and all Special Assessments (including surcharges against specific Unit Owner(s).

B. Adoption by Membership. In the event that the Board of Administration shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(A) above, the Board of Administration may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board of Administration may propose a budget in writing to all Members of the Condominium or the Association. If either such budget is adopted by the Members of the Condominium or Association present at such meeting, or receiving such written budget upon ratification by a majority of the Board of Administration, it shall become the budget for such year.

9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible at least 10 (ten) days preceding the year for which the Assessments are made. Such Assessments shall be done in equal installments, payable in advance on the first day of each quarter (or each month at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and quarterly (or monthly) installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Assessment proved to be insufficient, the budget and Assessments may be amended at any time by the Board of Administration, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which an amended Assessment is made shall be payable in as many equal installments as there are full quarters (or months) of the fiscal year left as of the date of such amended Assessment. Each such quarterly (or monthly) installment shall be paid on the first day of the quarter (or month), commencing the first day of the next ensuing quarter (or month). If only a partial quarter (or month) remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution. Assessments and installments on them which are not paid when due bear interest at the rate provided in the Declaration, from the due date until paid. This rate may not exceed the rate allowed by law, and, if no rate is provided in the Declaration, interest shall accrue at the rate of 18% (eighteen percent) per year. The Declaration and these Bylaws so provide that the Association may charge an administrative late fee in

addition to such interest, in an amount not to exceed the greater of \$25.00 (twenty-five dollars) or 5% (five percent) of each installment of the Assessment for each delinquent installment that the payment is late. Any payment received by an Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on it accompanying a payment. A late fee shall not be subject to the provisions in Chapter 687 or Section 718.303 (3).

- 9.3 Charges. Charges by the Association against Members for other than Common Expenses of the Condominium or the Association shall be payable in advance. These charges shall be collected separately from Assessments for Common Expenses. Charges for other than Common Expenses may be made only after approval of a Member or when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the exclusive use of portions of the Condominium Property or other Association Property, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner(s) and fines and damages and other sums due from such Owner(s).
- 9.4 Special Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due immediately upon notice given to the Unit Owners concerned, and shall be paid in such manner as the Board of Administration of the Association may require in the notice of Special Assessment.
- 9.5 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) as may be required by the provisions of the Condominium Act and as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All funds of the Association shall be maintained separately in accounts in the Association's name. After being received by the Association, reserve funds shall be maintained separately from operating funds. No manager, agent, employee, officer, or Director of the Association shall commingle any Association funds with his/her funds or with

the funds of any other person.

9.6 Acceleration of Assessment or Special Assessments Installments upon Default. If a Unit Owner(s) shall be in default in the payment of an installment upon an Assessment or Special Assessment, the Board of Administration or its agent may accelerate the remaining installments of the annual Assessment or Special Assessment, so long as such acceleration is made in connection with foreclosure of the lien for Assessments or Special Assessments or both, as the case may be.

9.7 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. As used in this section, the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the President, Secretary and Treasurer of the Association. If the Association's annual gross receipts do not exceed \$100,000 (one-hundred thousand dollars), the bond shall be in the principal sum of not less than \$10,000 (ten thousand dollars) for each such person. If the Association's annual gross receipts exceed \$100,000 (one-hundred thousand dollars), but do not exceed \$300,000 (three-hundred thousand dollars), the bond shall be in the Principal sum of not less than \$50,000 (fifty-thousand dollars) for each such person. The Association shall bear the cost of bonding.

9.8 Accounting Records and Reports. The Association shall maintain accounting records for the Association and Condominium in the County in which it is located or within 25 (twenty-five) miles of the Condominium, if maintained in another county, according to good accounting practices normally used by similar associations or the manager under any applicable management contract. The record shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to:

- A. a record of all receipts and expenditures, and
- B. an account for each Unit designating the name and current mailing address of the Unit Owner(s), the amount of each Assessment, the dates and amounts in which Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.
- C. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to



each Unit Owner(s) annually. Within 60 (sixty) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner(s), a complete financial report of actual receipts and expenditures for the previous 12 (twelve) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (1) Cost for security;
- (2) Professional and management fees and expenses;
- (3) Taxes;
- (4) Cost for recreation facilities;
- (5) Expenses for refuse collection and utility services;
- (6) Expenses for lawn care;
- (7) Cost for building maintenance and repair;
- (8) Insurance costs;
- (9) Administrative and salary expenses; and,
- (10) General reserves, maintenance reserves and depreciation reserves.

9.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

9.10 Percentage of Association Common Expenses. In addition to the Common Expenses for the Condominium, the Association itself will have Common Expenses applicable to the Condominium, including administrative costs and costs of maintaining and operating property owned by the Association ("Association Expenses"). Association Expenses shall be apportioned among all Units operated by the Association as provided in the Declaration of Condominium.

10. Roster of Unit Owners.

10.1 The Association shall maintain a current roster of all Unit Owners of record, their mailing addresses, unit identifications, telephone

numbers, whom to reach in case of an emergency if the Unit Owner(s) is not available, automobiles owned, parking space number, mailbox number, pet, if applicable and bicycle(s) and/or bicycle boot(s), if applicable. If a Unit Owner(s) is a seasonal resident, a seasonal mailing address and phone number must also be provided to the Association. If the Unit Owner(s) rents/leases his/her unit, the information required of the Unit Owner(s) must be given for the Renter(s)/Lessee(s). A Unit Owner(s) must also have a Voting Certificate, indicating the Voting Member for the Unit as described in Section 3.8.C. of these Bylaws, on file with the Secretary of the Association. A renter(s)/lessee(s) cannot be a Voting Member for a Unit.

10.2 Once each calendar year, the Association must mail or deliver to each Unit Owner(s) and any Renter(s)/Lessee(s), a form to be completed by each Unit Owner(s) and Renter(s)/Lessee(s) requesting the above information. A Voting Certificate will also be mailed or delivered to each Unit Owner(s), Renter(s)/Lessee(s) at the same time. These forms are to be completed and returned to the Secretary of the Association within 10 (ten) days of receipt of such form. If there are any changes, additions or deletions to information held by the Association prior to a new form being mailed or delivered for updating, it is the responsibility of the Unit Owner(s), Renter(s)/Lessee(s) to provide the Secretary of the Association with this updated information at once in writing. The Association will rely upon the accuracy of any such information on file with the Association for all purposes until notified in writing of changes therein.

10.3 Only Unit Owner(s) of record on the date notice of any meeting requiring his/her vote is given shall be entitled to notice of and to vote at such meeting. If there is more than 1 (one) Unit Owner of record, then the provisions of Section 3.8 C. of these Bylaws will apply.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

12. Amendments. Except as in the Declaration provided otherwise, these Bylaws may be amended in the following manner:

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered and shall comply with the provisions of Section 718.1121 (2) (h), Florida Statutes.

12.2 Method. 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 XXX for present text". Nonmaterial errors or omissions in the Bylaw process will not invalidate an otherwise properly promulgated amendment.

12.3 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Administration or by not less than 1/3 (one-third) of the Members of the Association. Directors who are absent from the Board meeting and Members not present in person or by limited proxy at the Members' meeting considering the amendment, may express their approval in writing, provided that such approval is delivered to the Secretary of the Association at or prior to the meeting. The approval must be:

- A. at any time, by not less than a majority of the votes of all Members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% (sixty-six and two thirds percent) of the entire Board of Administration, or
- B. by not less than 80% (eighty percent) of the votes of the Members of the Association represented at a meeting at which a quorum has been attained; or,
- C. by not less than 100% (one hundred percent) of the entire Board of Administration.

12.4 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the mortgagees of Units without the consent of said mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or the Declaration. No amendment to this

section shall be valid.

- 12.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment as duly adopted as an amendment of the Articles, Declaration and Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Palm Beach County, Florida.
13. Rules and Regulations. Attached hereto as "Schedule A" and made a part hereof are Rules and Regulations concerning the use of portions of the Condominium and other Association Property. The Board of Administration may, from time to time, modify, amend or add to such Rules and Regulations, except that owners of a majority of the Units represented at a meeting at which a quorum is present may override the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional Rules and Regulations shall be furnished by the Board of Administration to each affected Owner not less than 30 (thirty) days prior to the effective date thereof.
14. Construction. 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. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.
15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
16. Arbitration. In the event of a dispute as defined in Florida Statutes 718.1255, there shall be mandatory non-binding arbitration as provided for in said Statute.
17. Conflicts. In the event of any irreconcilable conflict, the provisions of the Declaration shall be superior to the provisions of the Articles, which shall be superior to the provisions of these Bylaws.
18. Notice and Hearing For Fines. Prior to imposition of any fine by the Association on any Owner(s), occupant(s), Renter(s)/Lessee(s), licensee(s) or invitee(s) for violating any provision of the Declaration, Articles, Bylaws, or Rules and Regulations of the Association, such person shall be given reasonable notice and opportunity to be heard. The party sought to be fined

shall be given at least 14 (fourteen) days prior notice of a hearing, which notice shall include:

- A. a statement of the date, time, and place of the hearing;
- B. a statement of the provision of the Declaration, Articles, Bylaws, Rules and Regulations claimed to have been violated; and,
- C. a short and plain statement of the matters asserted by the Association.


The party sought to be fined shall have an opportunity to respond, present evidence, present written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. No fine shall become a lien against a Unit. No fine may exceed \$100.00 (one-hundred dollars) per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00 (one-thousand dollars). No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner(s), and if applicable, its Renter(s)/Lessee(s), licensee(s) or invitee(s). The hearing must be held before a Committee of other Unit Owners. If the Committee does not agree with the fine, the fine may not be levied. The provisions of this Section 18 do not apply to unoccupied Units.

19. Members' Complaints. When a Member files a written complaint by certified mail with the Board of Administration, the Board of Administration shall respond to the Member within 30 (thirty) days of receipt of the complaint. The Board of Administration shall give a substantive response to the complainant, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Division. The failure to act within 30 (thirty) days and to notify the member within 30 (thirty) days after the action taken precludes the Board of Administration from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

The foregoing was amended and adopted as the Bylaws of LUCENTE VILLAGE CONDOMINIUM ASSOCIATION, INC, a corporation not for profit under the laws of the State of Florida, at a meeting of the Board of Administration on the 16<sup>th</sup> day of November, 2005.

Approved:  
President:

Secretary:

  
Robert Landress

WICK MILLER, INC.

Surveying

Planning & Development Consultants

EXHIBIT "E"

DESCRIPTION OF LUCENTE VILLAGE  
CONDOMINIUM ASSOCIATION, INC. EASEMENT PROPERTY

A PARCEL OF LAND LYING WITHIN TRACT C OF PLATINA PLAT No. 1, AS RECORDED IN PLAT BOOK 63, PAGES 83 THROUGH 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT C OF PLATINA PLAT No. 1, AS RECORDED IN PLAT BOOK 63, PAGES 83 THROUGH 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID SOUTHEAST CORNER BEING THE INTERSECTION OF THE EAST LINE OF SAID TRACT C WITH THE NORTH LINE OF TRACT B-2 AS SHOWN ON PLATINA PLAT No. 1; THENCE NORTH 0°05'07" WEST ALONG SAID EAST LINE OF TRACT C, A DISTANCE OF 390.08 FEET; THENCE SOUTH 89°54'53" WEST, A DISTANCE OF 121.0 FEET; THENCE SOUTH 0°05'07" EAST, A DISTANCE OF 68.98 FEET; THENCE SOUTH 89°54'53" WEST, A DISTANCE OF 53.80 FEET; THENCE SOUTH 0°05'07" EAST, A DISTANCE OF 138.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 25.0 FEET; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°23'25", A DISTANCE OF 39.01 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 318.30 FEET; THENCE NORTH 45°41'32" WEST, A DISTANCE OF 9.43 FEET; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 26.22 FEET; THENCE SOUTH 44°18'28" WEST, A DISTANCE OF 9.43 FEET; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 32.95 FEET; THENCE NORTH 66°35'52" WEST, A DISTANCE OF 36.74 FEET; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 214.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 25.0 FEET; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°43'35", A DISTANCE OF 39.59 FEET TO THE POINT OF TANGENCY; THENCE NORTH 0°02'03" EAST, A DISTANCE OF 62.64 FEET; THENCE NORTH 88°34'05" WEST, A DISTANCE OF 50.01 FEET; THENCE NORTH 89°57'57" WEST, A DISTANCE OF 52.50 FEET; THENCE SOUTH 0°02'03" WEST ALONG THE EAST RIGHT OF WAY LINE OF PLATINA AVENUE AS SHOWN ON SAID PLATINA PLAT No. 1, A DISTANCE OF 35.0 FEET; THENCE SOUTH 10°28'57" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 82.18 FEET; THENCE SOUTH 0°02'03" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 149.30 FEET; THENCE NORTH 89°18'28" EAST ALONG THE SOUTH LINE OF SAID TRACT C AND NORTH LINE OF SAID TRACT B-2, A DISTANCE OF 951.48 FEET TO THE POINT OF BEGINNING, LESS THE FOLLOWING DESCRIBED PARCELS;

88025FX-5  
SHEET 1 OF 3  
JUNE 28, 1994

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PARCEL "A", BEING;

A PARCEL OF LAND LYING WITHIN TRACT C OF PLATINA PLAT No. 1, AS RECORDED IN PLAT BOOK 63, PAGES 83 THROUGH 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT C OF PLATINA PLAT No. 1, AS RECORDED IN PLAT BOOK 63, PAGES 83 THROUGH 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID SOUTHEAST CORNER BEING THE INTERSECTION OF THE EAST LINE OF SAID TRACT C WITH THE NORTH LINE OF TRACT B-2 AS SHOWN ON PLATINA PLAT No. 1; THENCE NORTH 0°05'07" WEST ALONG SAID EAST LINE OF TRACT C, A DISTANCE OF 307.18 FEET; THENCE SOUTH 89°54'53" WEST, A DISTANCE OF 80.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°54'53" WEST, A DISTANCE OF 74.80 FEET; THENCE SOUTH 0°05'07" EAST, A DISTANCE OF 124.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 45.0 FEET; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°23'35", A DISTANCE OF 70.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 260.07 FEET; THENCE SOUTH 0°41'32" EAST, A DISTANCE OF 74.80 FEET; THENCE NORTH 89°18'28" EAST, A DISTANCE OF 248.08 FEET; THENCE SOUTH 86°09'44" EAST, A DISTANCE OF 53.65 FEET; THENCE NORTH 89°54'53" EAST, A DISTANCE OF 77.0 FEET; THENCE NORTH 0°05'07" WEST, A DISTANCE OF 248.08 FEET TO THE POINT OF BEGINNING,

PARCEL "B", BEING;

A PARCEL OF LAND LYING WITHIN TRACT C OF PLATINA PLAT No. 1, AS RECORDED IN PLAT BOOK 63, PAGES 83 THROUGH 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT C OF PLATINA PLAT No. 1, AS RECORDED IN PLAT BOOK 63, PAGES 83 THROUGH 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID SOUTHEAST CORNER BEING THE INTERSECTION OF THE EAST LINE OF SAID TRACT C WITH THE NORTH LINE OF TRACT B-2 AS SHOWN ON PLATINA PLAT No. 1; THENCE NORTH 0°05'07" WEST ALONG SAID EAST LINE OF TRACT C, A DISTANCE OF 307.18 FEET; THENCE SOUTH 89°54'53" WEST, A DISTANCE OF 80.0 FEET; THENCE CONTINUE SOUTH 89°54'53" WEST, A DISTANCE OF 74.80 FEET; THENCE SOUTH 0°05'07" EAST, A DISTANCE OF 124.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 45.0 FEET; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE

88025FX-5  
SHEET 2 OF 3  
JUNE 28, 1994

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ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°23'35", A DISTANCE OF 70.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 260.07 FEET; THENCE CONTINUE SOUTH 89°18'28" WEST, A DISTANCE OF 16.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°18'28" WEST, A DISTANCE OF 50.51 FEET; THENCE NORTH 45°41'32" WEST, A DISTANCE OF 9.43 FEET; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 9.65 FEET; THENCE SOUTH 44°18'28" WEST, A DISTANCE OF 9.43 FEET; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 45.50 FEET; THENCE NORTH 66°35'52" WEST, A DISTANCE OF 36.74 FEET; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 243.08 FEET; THENCE SOUTH 0°41'32" EAST, A DISTANCE OF 74.80 FEET; THENCE NORTH 89°18'28" EAST, A DISTANCE OF 248.08 FEET; THENCE SOUTH 58°11'17" EAST, A DISTANCE OF 27.91 FEET; THENCE NORTH 89°18'28" EAST, A DISTANCE OF 124.0 FEET; THENCE NORTH 0°41'32" WEST, A DISTANCE OF 74.80 FEET TO THE POINT OF BEGINNING.

CONTAINING: 3.025 ACRES MORE OR LESS.

88025FX-5  
SHEET 3 OF 3  
JUNE 28, 1994

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NICK MILLER, INC.

Surveying

Planning & Development Consultants

EXHIBIT "F"  
DESCRIPTION OF ADJACENT PROPERTY TO LUCENTE VILLAGE

TRACT C OF PLATINA PLAT No. 1, AS RECORDED IN PLAT BOOK 63, PAGES 83 THROUGH 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT C OF PLATINA PLAT No. 1, AS RECORDED IN PLAT BOOK 63, PAGES 83 THROUGH 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID SOUTHEAST CORNER BEING THE INTERSECTION OF THE EAST LINE OF SAID TRACT C WITH THE NORTH LINE OF TRACT B-2 AS SHOWN ON PLATINA PLAT No. 1; THENCE NORTH 0°05'07" WEST ALONG SAID EAST LINE OF TRACT C, A DISTANCE OF 390.08 FEET; THENCE SOUTH 89°54'53" WEST, A DISTANCE OF 121.0 FEET; THENCE SOUTH 0°05'07" EAST, A DISTANCE OF 68.98 FEET; THENCE SOUTH 89°54'53" WEST, A DISTANCE OF 53.80 FEET; THENCE SOUTH 0°05'07" EAST, A DISTANCE OF 138.41 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 25.0 FEET; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°23'25", A DISTANCE OF 39.01 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 318.30 FEET; THENCE NORTH 45°41'32" WEST, A DISTANCE OF 9.43 FEET; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 26.22 FEET; THENCE SOUTH 44°18'28" WEST, A DISTANCE OF 9.43 FEET; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 32.95 FEET; THENCE NORTH 66°35'52" WEST, A DISTANCE OF 36.74 FEET; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 214.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 25.0 FEET; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°43'35", A DISTANCE OF 39.59 FEET TO THE POINT OF TANGENCY; THENCE NORTH 0°02'03" EAST, A DISTANCE OF 62.64 FEET; THENCE NORTH 88°34'05" WEST, A DISTANCE OF 50.01 FEET; THENCE NORTH 89°57'57" WEST, A DISTANCE OF 52.50 FEET; THENCE SOUTH 0°02'03" WEST ALONG THE EAST RIGHT OF WAY LINE OF PLATINA AVENUE AS SHOWN ON SAID PLATINA PLAT No. 1, A DISTANCE OF 35.0 FEET; THENCE SOUTH 10°28'57" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 82.18 FEET; THENCE SOUTH 0°02'03" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 149.30 FEET; THENCE NORTH 89°18'28" EAST ALONG THE SOUTH LINE OF SAID TRACT C AND NORTH LINE OF SAID TRACT B-2, A DISTANCE OF 951.48 FEET TO THE POINT OF BEGINNING.

CONTAINING: 23.236 ACRES MORE OR LESS.

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JUNE 28, 1994

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