

Prepared By and Return To:
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Poliakoff Backer, LLP
2424 N. Federal Highway, Suite 462
Boca Raton, FL 33431

CERTIFICATE OF AMENDMENT
to the DECLARATION OF CONDOMINIUM
for THE ENVOY CONDOMINIUM ASSOCIATION, INC.

WHEREAS, **THE ENVOY CONDOMINIUM ASSOCIATION, INC.** is a condominium association responsible for administering the affairs of the community known as "**The Envoy Condominium**," pursuant to the Declaration of Condominium Recorded in **Book 4113, Page 375** of the official records of Palm Beach County, Florida, and as subsequently amended;

WHEREAS, pursuant to the method of amendment required in Article VII of the Declaration, at a special meeting of the membership held on March 18, 2026, the Board of Directors and the members did approve an amendment to the **DECLARATION**;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE ENVOY CONDOMINIUM ASSOCIATION, INC.** does hereby record the attached AMENDED AND RESTATED DECLARATION OF CONDOMINIUM TO THE DECLARATION as reflected in the attached exhibits, in accordance with the requirements of the governing documents and Florida Statutes, Chapter 718.

WITNESS our signature this 19th day of March 2026 in Palm Beach County, Florida.

REMAINDER OF THIS PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW

Sign: *Jack Bahl*

By: JACK BAHL

Title: President

Address: 2450 Presidential Way #1908
WPB, FL 33401

Witness #1

Sign: *Patrick Doreus*

Print: Patrick Doreus

Address: 2450 Presidential Way
WPB 33401

Witness #2

Sign: *Mesa Labets*

Print: MESA LABETS

Address: 951 Banyan Blvd, 810 WPK, 33401

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH :



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared **JACK BAHL** well known to me to be the President of **THE ENVOY CONDOMINIUM ASSOCIATION, INC.**, and that he acknowledged executing the same voluntarily under the authority duly vested in him by said Corporation.

Dated at Palm Beach County, Florida this 23rd day of March, 2026.

Terresa Strengh
NOTARY PUBLIC
STATE OF FLORIDA

(Seal)
My Commission Expires:
3/28/30

EXHIBIT "A"

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE ENVOY CONDOMINIUM ASSOCIATION, INC.

ARTICLE I INTRODUCTION AND PURPOSE

This Declaration made this 19th day of March, 2026, by the membership of **THE ENVOY CONDOMINIUM ASSOCIATION**, for themselves, their successors, grantees and assigns.

The Association makes the following declarations:

A. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, Condominium Act, as the same may be amended from time to time, hereinafter referred to as "Condominium Act."

B. Name and Address. The name by which this condominium is to be identified is The Envoy, a Condominium and its address is 2450 Presidential Way, West Palm Beach, Florida.

C. The Land. The land owned in fee simple by the Association which by this instrument is submitted to the condominium form of ownership is in Palm Beach County and more particularly described as follows:

Lot 3, Plat II, The President Country Club, according to the Plat thereof as recorded in Plat Book 29 at pages 113 and 114, Public Records of Palm Beach County, Florida.

ARTICLE II DEFINITIONS

The terms and provisions as used in this Declaration and in its exhibits and all amendments hereto shall have the meanings stated in the Condominium Act as it may be amended from time to time, and as follows, unless the context otherwise requires:

A. Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the Unit Owner.

B. Association means the Florida not-for-profit corporation responsible for the operation of the condominium and designated as The Envoy Condominium Association, Inc. and its successors.

C. Board of Administration means the Board of Directors or other representative body responsible for the administration of the Association.

D. By-laws means the By-laws of the Association specified in Paragraph "B" as they exist and may be, from time to time amended.

E. Common Elements means the portion of the condominium property to include the tangible personal property not included in the units.

F. Common Expenses means the expenses for which the Unit Owners are liable to the Association. Common Expenses shall include, but not be limited, to the expenses enumerated in Article IX B.

G. Common Surplus means the expenses of all receipts of the Association. over and above the amount of Common Expenses of the Association.

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

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

J. Condominium property means and includes all land in the condominium, whether or not contiguous, and all improvements thereof, and all easements and rights appurtenant thereto, intended for use in connection with the condominium.

K. Condominium Unit or Unit means a part of the condominium property which is subject to private ownership.

L. Corporation means and refers to an entity other than a natural person who is the owner of a condominium unit.

M. Declaration, or Declaration of Condominium means this instrument and all exhibits attached hereto, and as it may be, from time to time, amended.

N. Institutional Mortgagee means either a bank, savings and loan association, insurance company, union pension fund, real estate investment trust (as that entity is defined and qualifies under the Internal Revenue Code), an agency of the United States Government, or the Developer, its grantees, successors and assigns.

O. Limited Common Elements means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units and the Limited Common Elements which are shown and located on the drawings attached hereto as Exhibits A" and "B."

P. Occupant means a person or persons other than the record title holder of a unit in possession of a unit.

Q. Singular, Plural or Gender means whenever the context so requires the use of the plural shall include the singular, and the singular the plural, and use of any gender shall be deemed to include all genders.

R. Unit owner or Owner of Unit or Parcel Owner means the owner of a condominium parcel.

S. Terrace means and includes the area immediately adjacent to the condominium units and referred to as either a patio or balcony on the condominium property drawings attached to this Declaration as Exhibits "A" and "B."

ARTICLE III
DEVELOPMENT PLAN AND IDENTIFICATION OF UNITS

A. General Description of Improvements. The Condominium property will consist essentially of one (1) multi-story condominium apartment building together with an automobile parking area, lawn and landscaping, a pool, a pool deck, and related recreational facilities. The condominium building has nineteen (19) floors. Eight (8) units shall be located on each floor except the lobby or first floor. The lobby or first floor shall contain four (4) units. Each condominium unit shall be identified by a number and no unit shall bear the same identifying number as any other unit.

B. Plan and Specifications. The improvements upon the land are constructed substantially in accordance with the plans and specifications prepared by Norman H. Ziegelman Architects, Inc., and are designated as Job No. 7907.

C. Survey And Plot Plans of Condominium Property. The survey of the condominium property showing the land and improvements thereon is attached hereto as Exhibit "A". The plot plans for the various floors (stories) of the condominium building are attached hereto as Exhibit "B".

D. Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimeter boundary:
 - a. Upper Boundaries – the plane of the undecorated finished ceiling. If any unit contains a room in which the ceiling is raised above the level of the ceiling and the rest of the units, the ceiling shall include the vertical surface connecting the raised ceiling with the ceiling of the remaining portion of the unit, and the upper boundary shall include the plane of the undecorated finished vertical surface that joins the plane of the undecorated finished horizontal portions of the ceiling.
 - b. Lower Boundaries – the plane of the undecorated finished floor. If any unit containing a room in which the floor is raised above the level of the floor in the rest of the unit, the floor shall include the vertical surface connecting the raised floor with the floor of the remaining portion of the unit and the lower boundary shall include the plane or undecorated finished vertical surface that joins the planes of the undecorated finished horizontal portions of the floor.
2. Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to the intersections with each other and with

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

3. All bearing walls located within a unit constitute part of the common elements up to the unpainted finished surface of said walls. All doors whether glass doors or otherwise which are in the perimeter walls of a unit, shall be deemed a part of the unit up to the exterior unfinished surface thereof.
4. Each condominium unit includes the undivided interest in the common elements appurtenant to said unit, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets regardless of location, constitute part of the common elements.

E. Air Conditioning and Heating. The air conditioning and heating unit or units, wherever located and serving an individual condominium unit, including all of the components thereof and all attachments and lines thereof, wherever located, shall be deemed owned by the unit owner and shall not be considered a part of the common elements. Each unit owner will be responsible for the maintenance and repair of his air conditioning and heating unit and shall ensure the same against casualty at his expense if such insurance is desired.

F. Automobile Parking. Automobile parking areas are shown on the survey attached hereto and made a part hereof as Exhibit "A".

G. Easements. Easements are reserved throughout the condominium property as may be required for utility services in order to serve the condominium adequately, provided, however, such easements through a unit shall be only according to the plans and specifications of the building or as the building is constructed unless approved in writing by the unit owner.

ARTICLE IV VOTING RIGHTS

All owners of record, whether individuals or trustees, shall be entitled to vote at any meeting of the unit owners, although only one vote shall count per unit. If a unit is owned by a corporation, the Board of Directors of the corporation by duly passed resolution, shall designate one of its officers or employees as the voting member. The By-Laws of the Association shall govern the proceedings to follow in designating an individual as the voting member of the unit. One vote may be cast for each unit. The vote of the condominium unit is not divisible.

ARTICLE V OWNERSHIP AND USE OF COMMON ELEMENTS

Each of the unit owners of the condominium shall own an undivided interest in the common elements, and the undivided interest, stated as a percentage is set forth on Exhibit "C" which is attached hereto and made a part of this Declaration.

The fee title to each condominium unit shall include both the condominium unit and the respective undivided interest in the common elements. Said undivided interest in the common elements shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the condominium unit.

Any attempt to separate the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

ARTICLE VI
COMMON EXPENSES AND COMMON SURPLUS

The common expenses of the condominium shall be shared by the unit owners, as specified and set forth in Exhibit "C." The method of sharing common expenses and assessments set forth on Exhibit "C", shall remain regardless of the purchase price of the condominium units or their location.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements.

ARTICLE VII
AMENDMENT OF DECLARATION

Except as otherwise provided this Declaration of Condominium may be amended in the following manner:

A. Resolution. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by not less than 25% of the voting members of the Association. Members not present in person may express their approval by proxy executed in the customary corporate manner provided such proxy is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than a majority of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the voting membership of the Association or
2. Not less than eighty percent (80%) of the votes of the voting membership of the Association; or

B. Proviso. Except as provided in these documents:

1. No Amendment shall discriminate against any unit owner or against any unit, unless the unit owner so affected shall consent.

2. No amendment shall change the configuration or size of any unit in any material fashion or the share in the common elements appurtenant to it, or increase the unit owner's share of the common expenses, or materially alter or modify the appurtenances to any unit, unless the record title holder of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment.
3. No amendment shall make any change either in Article XI entitled "Insurance" or in Article XII entitled, "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. No amendment shall make any change either in Article XX entitled "Reserved Rights of Developer" or in any Article which affects the rights of the Developer.
4. No amendment shall either impair or prejudice the rights or priorities of any mortgagees or change the provisions of this Declaration with respect to institutional mortgagees of record.

C. Execution And Recording. A copy of the amendment shall be attached to a certificate certifying that the amendment was duly adopted which certificate shall be executed by the Officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

ARTICLE VIII ASSOCIATION

The operation of the Association shall be by The Envoy Condominium Association, Inc., a corporation not-for-profit organized under the laws of the state of Florida. The Association shall have all the powers and duties set forth in the Condominium Act and the Not-For-Profit Corporation Act (Chapter 617), as both Acts shall be amended from time from time, as well as all of the powers and duties granted to or imposed upon it by this Declaration of Condominium, Articles of Incorporation and By-Laws of the Association. A copy of the Articles of Incorporation is attached hereto as Exhibit "D" and a copy of the By-Laws the Association is attached hereto as Exhibit "E".

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

B. Restraint Upon Assignment of Shares of Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to this unit.

C. Approval or Disapproval of Matter. Whenever the decision of a voting unit owner (voting member) is required upon any matter, whether or not the subject matter of an Association meeting, such decision shall be expressed by the same person who would cast

the ballot vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

D. All Owners Subject to Declaration. Every owner of the condominium unit whether he has acquired his property by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws of this Association, the Articles of Incorporation of the Association, and by the provisions of this Declaration.

ARTICLE IX ASSESSMENTS

The Envoy Condominium Association, Inc., through its Board of Administration shall have the power to fix, determine, make and collect, from time to time, assessments and special assessments, and such other assessments as are provided for by the Condominium Act, this Declaration and the By-Laws.

A. Share of Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus as provided in Article VI and Exhibit "C" of this Declaration.

B. Common Expenses. Common expenses shall include, but not be limited to, the following expenses: expenses of administration, operation, maintenance, repair, replacement and management of the common elements; property taxes and assessments against the condominium property (until such time as the taxes and assessments are made against the condominium units, individually, and thereafter, only to the extent of such taxes or assessments if any, as may be assessed against the condominium as a whole); insurance premiums for fire, windstorm and extended coverage insurance on the condominium property and condominium personal property, and public liability insurance and such other insurance as the Association shall deem necessary, legal and accounting fees; management fees incurred pursuant to any management agreement made by the Association; repair and replacement expenses (but only as to the common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual condominium unit concerned); the creation of reasonable contingency or reserve requirements for the protection of members and the condominium property (i.e. reserve for replacements, operating reserve to cover deficiencies in collections); all expenses declared to be common expenses by this Declaration of Condominium; and all other expenses declared by the Board of Administration of the Association to be common expenses.

C. Non-avoidance of Assessment Liability. The liability for assessments may not be avoided by either waiver of the use or enjoyment of any common element or by the abandonment of the unit against which the assessment is made.

D. Interest; Application of Payments. Assessments and installments of such assessments shall be paid within ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the unit owner shall be charged a late fee equal to \$25.00 or 5% of the missed installment, whichever is greater, plus interest at the rate of eighteen percent (18%) per annum on the unpaid assessment or installment of such assessment. The interest rate of eighteen percent (18%) per annum shall be calculated from the date when the assessment or installment was first due until the date it is paid. All payments upon account

shall be first applied to the interest, if any, and then to the assessment payment first due.

E. Lien for Unpaid Assessments. The Association shall have a lien on each condominium unit and all tangible personal property located within said unit for unpaid assessments, and interest thereon. Said lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the unit owner and secured by such lien. The Board of Administration may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if deemed in its best interest. Said lien shall be effective as and in the manner provided for by the Condominium Act, as it may be amended from time to time, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium unit for the period of time said unit is occupied by the unit owner or anyone by, through or under said unit owner, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the reasonable rental from the unit owner and/or occupant. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same.

F. Liability of Institutional Mortgage. The liability of a first mortgagee or its successor or assignees that acquires title to a unit by foreclosure or by deed in lieu of foreclosure, with respect to unpaid assessments that became due before the mortgagee's acquisition of title, is limited to the lesser of the unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or one (1) percent of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the Association as a defendant in the mortgage foreclosure action. This section shall conform to the "safe harbor" provision of Florida Statutes § 718.116, as the same may be amended from time to time by the Florida legislature, in such a manner as to provide the maximum recovery by the Association from any first mortgagee following acquisition of title in foreclosure. If a lien is recorded before a mortgage is recorded, then the first mortgagee that acquires title shall be fully liable for all unpaid assessments. All persons or entities (other than a first mortgagee) that acquires title at a judicial sale or by other conveyance, shall be jointly and severally liable along with all prior owners to the Association for all unpaid regular or special assessments, late fees, interest, administrative costs, fines and attorneys' fees owed on the unit prior to the conveyance or sale, in addition to any other sums which become due to the Association after the acquisition of title.

G. Liability While Owner. Any person who acquires an interest in a unit, except through foreclosure of an institutional mortgage of record as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring the title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid financial obligations due and owing by the former unit owners have been paid, including assessments, interest, late fees, fines, attorneys' fees, administrative fees and costs.

H. Assignment of Lien by Association. The Association acting through its Board of Administration, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to a third party.

I. In addition to all other remedies, when an owner is delinquent in the payment of any assessment, the Association may levy a late fee up to the maximum amount permitted by law.

ARTICLE X
PROVISIONS GOVERNING THE ALIENATION
OR MORTGAGE OF THE CONDOMINIUM UNITS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units shall be subject to the following provisions so long as the condominium exists, which provisions each owner of a unit covenants to observe:

A. Transfers Subject to Approval.

1. Sale. No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association except to another unit owner.
2. Lease. No more than 10% of the total number of units shall be rented. No owner shall lease their unit within the first twenty-four (24) months from acquiring title to the unit, except to the extent that the owner acquired title pursuant to Paragraph 3 or 4 below. No unit owner shall dispose of a unit or any interest in a unit by lease for a term or period of time which is less than three (3) consecutive months or more than twelve (12) months. Only one (1) lease during a twelve month period shall be approved by the Association. A lessee is not permitted to sub-lease. A unit owner may dispose of the unit by lease for a minimum lease term of three (3) consecutive months up to a maximum term of twelve (12) months, provided the unit owner obtains the approval of the Association. All lease renewals shall be subject to Association approval.
3. Gift. If a unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association unless the donee is another unit owner.
4. Devise or Inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuation of his ownership of his unit shall be subject to the approval of the Association unless the devisee is another unit owner.
5. Other Transfers. If any unit owner shall acquire his title by any manner not considered in the foregoing sections, the continuation of his ownership of his unit shall be subject to the approval of the Association, unless said unit owner is another unit owner.

B. Approval by Association. The approval of the Association is required for the

transfer of ownership of units falling within the purview of Section A of Article X and shall be obtained in the following manner:

1. Notice to Association.

- (a) Sale. A unit owner intending to make a bona fide sale of his unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, the purchase price and terms, and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchase is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.
- (b) Lease. Any unit owner intending to make a bona fide lease of his unit or any interest in it shall give to the Association notice of intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.
- (c) Gift, Devise or Inheritance; Other Transfers. Any unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

No resale or lease of a condominium unit shall be made to any party other than an individual and/or his or her spouse.

The request to supply a substitute purchaser is not applicable if the proposed agreement for sale is not to a qualified purchaser as set forth herein.

- (d) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such approval.
- (e) Application Form. The Association is vested with the authority to prescribe an application form, and as such, it may require specific personal, social, financial and other data relating to the intended

purchaser or lessee, or as related to the "new owner" in the case of a transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the purchaser, lessee, or "new owner" within the time limits extended to the Association for that purpose as hereinafter set forth. Any such application shall be completed and submitted to the Association along with and as an integral part of the notice. The maximum transfer fee as may be permissible by law may be charged to the transferor of the unit for the purpose of defraying the cost of investigation and the costs associated with granting approval, changing books and records and other matters associated with the transfer.

2. Certificate of Approval.

- (a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the Seller within the aforesaid thirty (30) day period, and failure to do so, shall constitute approval of the sale. If approved, the approval shall be stated in a certificate executed by the President or Vice President or designated representative of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Seller.
- (b) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information, excluding Sundays and legal holidays, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the lessor within the aforesaid thirty (30) day period and failure to do so, shall constitute approval of the lease. If approved, the approval shall be stated in a certificate executed by the President or Vice President or designated representative of the Association.
- (c) Gift, Devise or Inheritance, Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. Such approval or disapproval shall be transmitted to the owner within the aforesaid thirty (30) day period and failure to do so, shall constitute approval of the ownership. If approved, the approval shall be stated in a certificate executed by the President or Vice President or designated representative of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the unit owner.

C. Disapproval by Association to an Unqualified Buyer, Transferee or Tenant. If good cause exists for the Association to disapprove a proposed lease, sale, conveyance or

transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute tenant or purchaser for the Unit. Good cause shall be defined to include the following:

1. The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because the use, occupancy and/or ownership of the Unit and/or the Common Elements by the applicant, as disclosed in the screening process, will violate the restrictions on use, occupancy or ownership set forth in this Declaration, Bylaws, Articles of Incorporation or the Rules and Regulations, or;

2. The person seeking approval (which shall include all proposed occupants) has been convicted of a forcible felony as defined in Florida Statute § 776.08, as amended from time to time; or any crime involving the manufacturing or distribution of a controlled substance; or any crime involving violence to persons within the five (5) years preceding the date of application; or

3. For transfers by sale, the person seeking approval intends to purchase the Unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%); or

4. The applicant takes possession of the Unit prior to approval by the Association as provided for herein; or

5. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by their conduct in this community as a lessee, guest, owner or occupant of a Unit or based upon information provided from other sources; or

6. The applicant fails to supply all documents requested by the Association, fails to pay all required application fees, or fails to submit for an interview; or

7. The applicant has a credit score under 700; or;

8. A judgment for foreclosure, eviction or bankruptcy has been entered against the applicant within seven (7) years preceding the application;

9. At the time of the closing or start of lease, the Unit is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Unit is in violation of any provision of this Declaration, By-Laws or the Rules and Regulations which remains uncured at the time the Association is required to make its election hereunder.

10. In the case of a lease, the owner has not held title for at least twenty-four months, during which time the unit has been vacant or owner occupied, or; the proposed lease term is less than three months or more than twenty-four months; or approval of the lease would exceed the 10% rental cap.

D. Disapproval by Association to a Qualified Buyer, Transferee or Tenant. If the

Association shall disapprove a transfer of ownership of a unit to an otherwise qualified buyer or tenant, the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale, and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver to the unit owner, an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:
 - (a) The price to be paid shall be the bona fide price stated in the disapproved contract to sell, and a judgment of specific performance of the sale may be entered in any court of competent jurisdiction. If a question arises as to whether or not the sale price is a bona fide price, the question shall be resolved by having the price determined by arbitration in accordance with the then existing rules of the American Arbitration Association except that arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisal of the unit.
 - (b) The purchase price shall be paid in cash.
 - (c) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after determination of the sale price if such is by arbitration, whichever is later.
 - (d) A certificate of the Association executed by its President or Vice President approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Purchaser.
 - (e) If the Association shall fail to provide a purchaser upon demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Seller.
2. Lease. If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing and the lease shall not be made.
3. Gifts Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will

purchase and to whom the unit owner must sell the unit upon the following terms:

- (a) The sale price shall be the fair market value determined by agreement between the Seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
- (b) The purchase price shall be paid in cash.
- (c) The sale shall be closed within ten (10) days following the determination of the sale price.
- (d) A certificate of the Association executed by its President or Vice President and approving the Purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Purchaser.
- (e) If the Association shall fail to provide a Purchaser as required by this instrument or if a Purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the unit owner.

E. Mortgage. No unit owner may mortgage the unit or any interest in it without the approval of the Association, except to an institutional mortgagee. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

F. Exceptions.

- 1. The foregoing provisions of this Article X shall not apply to a transfer to or purchase by an Institutional mortgagee that acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successor or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to,

execution sale, foreclosure sale, judicial sale or tax sale. However, any subsequent transfer or lease by a party that acquired title through foreclosure or public sale is subject to approval and consent by the Association as set forth in this Article.

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

ARTICLE XI INSURANCE

The insurance (other than title insurance) that shall be carried upon the condominium property, and the property of the unit owner shall be governed by the following provisions:

A. All insurance policies upon the condominium property shall be purchased by the Board of Administration of the Association. The named insured shall be the insurance trustee individually and as agent for the unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee, and all policies and their endorsements shall be deposited with the insurance trustee. Unit owners shall obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. Upon request of the Association, Owners shall provide proof of insurance covering the owner's personal property and all portions of the condominium unit which is not a common element or designated as a maintenance expense of the Association. The insurance trustee may be either any bank in Florida having trust power as may be approved by the Board of Administration of the Association or the Board of Administration of the Association.

B. Coverage.

1. Liability. The Board of Administration of the Association shall obtain public liability and property damage insurance covering all of the common elements of the condominium and insuring the Association and the unit owners as its and their interest appear, in such amounts and providing such coverage as the Board of Administration of the Association may determine from time to time, provided that the minimum amount of coverage shall be One Million Dollars.
2. Casualty Insurance. The Board of Administration of the Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium in and for the interest of the Association, all units owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Administration of the Association, in an amount equal to the maximum insurance replacement value of the property as determined by the Board of Administration of the Association.
3. The Board of Administration of the Association shall obtain Workmen's

Compensation Insurance in order to meet the requirements of law.

4. The Board of Administration of the Association shall obtain Flood Insurance, if the condominium property is located in a flood zone, to meet the requirements of federal, state or local law, or any regulation enacted pursuant to federal, state or local law.
5. The Board of Administration of the Association shall obtain such other insurance as the Board of Administration of the Association shall determine from time to time to be desirable.
6. Notwithstanding anything stated to the contrary in this Article or elsewhere in the Declaration of Condominium or any other document governing the Association, the Association is not required to obtain insurance for unit floor coverings, wall coverings or ceiling coverings.

C. Waiver of Subrogation. If available and where applicable, the Board of Administration of the Association shall endeavor to obtain policies which provide that the insurer waives (i) its right to subrogation as to any claim against unit owners, the Association, their respective servants, agents and guests; (ii) any defense based on coinsurance and (iii) any defense of prorata reduction of liability or of invalidity arising from any acts of the insured.

D. Premiums. Insurance policies purchased by the Board of Administration of the Association shall be for the benefit of the Association, its directors and officers and the unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering losses shall be paid to the insurance trustee. Premiums upon such policies shall be common expenses. The insurance trustee shall neither be liable for payment of premiums, the renewal or the sufficiency of policies nor 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 proceeds in trust for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

1. Common Elements. Proceeds on account of damaged common elements, an undivided share for each unit owner, such share being the same as an undivided share in the common elements appurtenant to his unit.
2. Property (both real and personal) of the Association. Proceeds on account of damaged property of the Association, an undivided share for each unit owner, each share being the same an undivided share in the common elements appurtenant to his unit.
3. Units. Proceeds on account of damage to units shall be held in the following undivided shares:
 - (a) Where the 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, which cost shall be determined by the Board of Administration of the Association.

(b) When the building is not to be restored an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

4. Mortgagees. In the event a mortgagee endorsement has been issued to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owners as their interest 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 distribution of such proceeds made 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 disbursed to or for the benefit of the beneficial owners in the following manner.

1. Expense of the Trust. All expenses of the insurance trustee shall be paid first or provision made for such payment.
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, remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.
3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. In the event of loss or damage to personal and/or real property belonging to the Association and should the Board of Administration of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.
4. Certificate. In making distribution to unit owners and their mortgagees, the insurance trustee may rely upon a certificate of the Board of Administration of the Association, as to the names of the unit owners and their respective shares of the distribution, provided, however, that such certificates shall not be binding insofar as mortgagees of units are concerned. The insurance trustee shall obtain appropriate certificates from all such mortgagees prior to any disbursement to owners or mortgagees.

ARTICLE XII
RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Loss Within a Single Unit. If loss shall occur within a single unit or units, without damage to the common elements and/or the party wall between units, the insurance proceeds shall be distributed to the beneficial unit owner(s), remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittance shall be made only to an institutional mortgagee when requested by such institutional mortgagee provided that the mortgage required application of the insurance proceeds to restoration or repair of the unit. The unit owner shall thereupon be fully responsible for the restoration of the unit.

B. Minor Damage. Where a loss or damage occurs within a unit or units, or to the common elements or to any unit or units and the common elements or to the property of the Association, but said loss is less than "major damage" as hereinafter defined, it shall be obligatory upon the Association and the unit owner(s) to repair the damage caused by said loss, and to restore and rebuild the unit or units and the common elements or property of the Association. Where such loss or damage is less than "major damage":

1. The Board of Administration of the Association shall promptly obtain reliable and detailed estimates of the costs of repair or restoration.
2. If the damage or loss is limited to the common elements and property of the Association with no or minimal damage or loss to any individual unit, and if such damage or loss to the common elements or property of the Association is less than \$10,000.00, the insurance proceeds shall be paid by the insurance trustee to the Board of Administration of the Association, and the Association shall promptly contract for the repair and restoration of the damage.
3. If the damage or loss involves the property of the Association, individual units, individual units encumbered by institutional mortgages as well as the common elements and/or the party wall between units, or if the damage is limited to the common elements along or the party wall between units, but is in excess of \$10,000.00, the insurance proceeds shall be disbursed by the insurance trustee for the repair and restoration of the property upon the written direction and approval of the Board of Administration of the Association, provided, however, that upon the request of an institutional mortgagee, the written approval shall also be required of the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional mortgagee is not the holder of a mortgage on a unit, then its right of approval and designation shall pass to the institutional mortgagee having the highest dollar indebtedness on units in the condominium property. Said written approval shall not be unreasonably withheld. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the insurance trustee. The insurance trustee may rely upon the certificate of the Board of Administration of the Association and the aforesaid institutional mortgagee, if said institutional mortgagee's written

approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the insurance trustee, and execute any affidavit required by law or by the Association, the aforesaid institutional mortgagee, and the insurance trustee, and deliver same to the insurance trustee, and the foregoing shall be in such form as any of the aforesaid parties may require. In addition to the foregoing, any institutional mortgagee described above whose approval may be required shall have the right to require the Board of Administration of the Association to obtain a completion, performance and payment bond, in such form and amount, and with a bonding company authorized, to do business in the State of Florida, as are acceptable to said mortgagee.

4. Subject to the foregoing, the Board of Administration of the Association shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.
5. If the net proceeds of the insurance are insufficient to pay the estimated costs of restoration and repair (or for the actual costs thereof if the work has actually been done), the Board of Administration of the Association shall promptly, upon determination of the deficiency, levy a special assessment against each unit owner in proportion to the unit owner's share in the common elements, for the portion of the deficiency as is attributable to the cost of restoration of the common elements and/or property of the Association and against the individual unit owner for such portion of the deficiency as is attributable to his unit, provided, however, that if the Board of Administration of the Association finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged unit(s), then the Board of Administration to the Association shall levy an assessment for the total deficiency against all of the unit owners in proportion to the unit owner's share in the common elements, just as though all of said damage had occurred in the common elements. Special assessment funds shall be delivered by the Board of Administration of the Association to the insurance trustee, and added by said insurance trustee to the proceeds available for the repair and restoration of the property.
6. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, provided, however, that this provision may be waived by the Board of Administration in favor of any institutional first mortgagee upon request thereof, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obligated to replenish the funds so paid over, and said unit owner and the unit shall be subject to special assessment for such sum.

C. Major Damage. As used in this Declaration, or any other context dealing with

this condominium, the term "major damage" shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of casualty insurance coverage becomes payable. Should such "major damage" occur, then:

1. The Board of Administration of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.
2. Thereupon, a meeting of the unit owners shall be called by the Board of Administration of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the unit owners of the condominium with reference to the abandonment of the condominium project, subject to the following:
 - (a) If the net insurance proceeds available for restoration and repair are sufficient to cover the costs thereof, so that no special assessment is required, then the condominium property shall be restored and repaired unless two-thirds (2/3) of the unit owners entitled to vote (voting members) of this condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law by the recording in the Public Records of Palm Beach County, Florida, an instrument terminating this condominium, which said instrument shall further set forth the facts effecting the termination certified by the Association and executed by its President and Secretary. The termination of the condominium shall become effective upon the recording of said instrument, and the owners shall, thereupon, become owners as tenants-in-common in the property, i.e. the real, personal, tangible, intangible personal property, and any remaining structure of the condominium and their undivided interest in the property shall be the same as their undivided interest in the common elements of this condominium prior to its termination, and the mortgages and liens upon condominium parcels shall become mortgagee and liens upon the undivided interest of such tenants-in-common, with the same priority as existed prior to the termination of the condominium.
 - (b) If the net insurance proceeds available for restoration and repair are not sufficient to cover the costs thereof, so that a special assessment will be required, and if a majority of the unit owners entitled to vote (voting members) of this condominium vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the condominium property removed from the provisions of the law, and the condominium terminated, as set forth in the immediately preceding subparagraph (a) , and the unit owners shall be tenants-in-common in the property in such undivided interests and all mortgages and liens upon the condominium parcels shall encumber the undivided interest of such tenant-in-common, as

provided in the immediately preceding subparagraph (a). In the event a majority of the unit owners of this condominium vote in favor of special assessments, the Board of Administration of the Association shall immediately levy such special assessments and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph B.3 above. The special assessment fund shall be delivered by the Board of Administration of the Association to the insurance trustee and added by said trustee to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the insurance trustee for the repair and restoration of the property, as provided in Paragraph B.3 above.

3. In the event any dispute shall arise as to whether or not "major damage" has occurred, it is agreed that such finding made by the Board of Administration of the Association shall be binding upon all unit owners.

D. Surplus. It shall be presumed that the first money distributed in payment of costs of repair and restoration shall be from the insurance proceeds, and if there is a balance in the funds held by the insurance trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the funds in the manner elsewhere stated herein.

E. Certificate. The insurance trustee may rely upon a certificate of the Board of Administration of the Association certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the insurance trustee, the Board of Administration of the Association shall forthwith deliver such certificate.

F. Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the building referred to in Article III B hereof, or as the building was last constructed, or according to the plans approved by the Board of Administration of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional mortgagees shall also be required

G. Association's Power to Compromise Claims. The Board of Administration of the Association is hereby irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property, for the purpose of compromising and settling, all claims arising under insurance policies purchased by the Board of Administration of the Association and to execute and deliver releases therefor upon payment of claims.

H. Institutional Mortgagee's Right to Advance Premiums. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements, the institutional mortgagee holding the greatest dollar volume of unit mortgages shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procedure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such lien items of common expense.

ARTICLE XIII
USE AND OCCUPANCY RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium property exists.

A. Units. Each condominium unit shall be occupied and used by the unit owner, his family, servants, guests, and lessees as a residence and for no other purpose. No condominium unit shall be divided or subdivided nor any portion sold or otherwise transferred.

B. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units, as determined by the Association from time to time.

C. Maximum Occupancy. No more than two (2) occupants per bedroom shall be permitted to occupy a unit. A guest that occupies the unit overnight more than fifteen (15) nights within a calendar year shall be deemed an occupant for the purpose of this calculation.

D. Pets. Common household type pet animals such as dogs, cats, tropical fish, and birds in cages are permitted in the condominium units provided such pet animal is a dog, cat or similar animal and weighs less than fifteen (15) pounds and there shall be no more than two (2) of such animals in any condominium unit. All animals must be hand carried through hallways and other covered common areas, where the owner is physically capable to do so. In all other instances, all animals must be under leash and shall be permitted in certain designated areas only. The owner of any animal shall be liable for all damage caused by such animal to any part of the condominium property or property owned or operated by the Association. No animal shall be allowed to create or cause any disturbance or nuisance of any kind. If any animal causes a disturbance or becomes a nuisance, the animal's owner shall be required to permanently remove such animal from the condominium property within three (3) days of receipt of written notice by the Association. The ownership of any animal occupying a condominium unit or portion of the condominium property or any property owned or operated by the Association shall be subject to the rules and regulations promulgated from time to time by the Association.

E. Nuisances. No use or practice which is either an annoyance to unit owners or an interference with the peaceful possession and proper use of the property by the unit owners, as determined from time to time by the Association, shall be allowed. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed upon the condominium property, including but not limited to any of the units or any property owned or operated by the Association.

F. Insurance. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

G. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property, including but not limited to any of the units and any of the property owned, or operated by the Association. All valid laws, zoning ordinances and

regulations of all governmental bodies having jurisdiction and of the Association shall be observed. The responsibility of meeting the requirement of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

H. Employees and Contractors. With the exception of the restrooms and parking areas, no employees or contractors of a unit owner shall be allowed either to use any of the facilities which are common elements of the condominium property or to use any of the property owned or operated by the Association, without the express written consent of the Association.

I. Exteriors. No change shall be made in the color of any exterior window, door, storm or hurricane shutter, glass or screen of any unit, except with prior written consent of the Board of Administration of the Association. All shutters, reflective window covering, or such covering of the exterior doors and windows shall be uniform in color as prescribed by the Board of Administration. No unit owner shall cause anything to be affixed, attached to, hung, displayed or placed on the exterior walls including awnings and/or storm shutters, doors or windows of the building. No clothesline or similar device shall be allowed on any portion of the condominium property nor shall clothes be hung anywhere except where designated by the Board of Administration of the Association.

J. Alteration of Units. No unit owner shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air conditioning equipment or utilities herein, without the consent of the Association, which consent may be withheld in the event the Board of Administration determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit such removal if the partition is not a load bearing partition and if removal of the partition does not interfere with any common utility source.

K. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administration of the Association.

L. Noise Abatement. No excessive noise shall be permitted to be transmitted from one unit to another. In the event the Board of Administration of the Association determines that any noise is being transmitted to another unit and that such noise is unreasonable (regardless of where that unit is situated in relation to the offending unit) then the owner of such unit shall at his own expense, take such steps as shall be necessary to abate such noise to the satisfaction of the Board of Administration. In the event the owner of such unit fails to abate the noise, the Board of Administration shall take such steps as shall be necessary to abate the noise and the unit owner shall be liable to the Association for all expenses incurred by the Association in abating the noise, including reasonable attorney's fees.

M. Floor Coverings. In all units, all rooms and hallways other than kitchens and bathrooms shall be carpeted with a reasonably good grade of carpeting and padding, except hard flooring without carpeting may be installed on adequate sound proofing material with the prior consent of the Association.

N. Signs, Antenna and Aerials. No signs, advertisements or notices of any type

shall be displayed on the condominium property, including but not limited to the units and property owned and/or operated by the Association and no exterior aerial or antenna shall be placed on the condominium property unless the Board of Administration consents in writing to said signs, advertisements, notices, antennae or aerials.

O. Terraces. No terrace shall be permanently enclosed. The appearances of terraces shall not be altered in any manner whatsoever without the written consent of the Board of Administration of the Association.

ARTICLE XIV MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

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

A. Common Elements.

1. The maintenance and operation of the common elements (which includes but in no way is limited to parking spaces) shall be the responsibility of the Association and shall be a common expense.
2. There shall be no material alterations or substantial improvements of the common elements without prior approval, in writing, by a majority of the record owners of all units.

B. Units and Limited Common Elements.

1. The Association shall maintain, repair and replace as a common expense:
 - (a) All portions of a unit contributing to the support of a building which portion shall include but not be limited to the outside walls of the building, all fixtures on the exterior thereof, the perimeter baluster, railing and walls abutting each terrace, including the interior and exterior surfaces thereof, boundary walls of a unit, floor and ceiling slabs, load bearing columns and load bearing walls, but shall not include screening, windows, exterior doors, glass and interior surfaces of walls, ceilings and floors;
 - (b) All conduits, plumbing (but not fixtures), wiring and other facilities for the furnishing of utility services which are contained in a unit but which serve all or part of the building other than the unit within which contained;
 - (c) All incidental damage caused to a unit by such work shall be promptly repaired by the Association.
2. The responsibility of the unit owner shall include:
 - (a) To maintain, repair and replace, at his sole and personal expense, all doors, windows, glass, screens, electric panels,

electric wiring, electric outlets and fixtures, air conditioning and heating equipment, including but not limited to condensers, compressors, and evaporators whether located within or outside of the unit; refrigerators, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, including terrace floor coverings, and all other portions of his unit and limited common elements appurtenant thereto, except the portions specifically to be maintained, repaired and replaced by the Association.

- (b) To refrain from enclosing, painting or otherwise decorating or changing the appearance of any portion of the exterior of the condominium building or terrace appurtenant to the unit including, but not limited to terrace floor covering and enclosures, screening, windows, window coverings, and exterior doors, without the written approval of the Association;
- (c) To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

C. Enforcement of Maintenance.

- 1. In the event the owner of a unit fails to maintain the property as required above, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit for the necessary sums to put the improvements within the unit in good condition, and to collect assessments and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agents, to enter the unit and to do the necessary work to enforce compliance with the above provisions.

D. Alterations and Improvements.

- 1. A unit owner may make such alterations or improvements to his unit at his expense and personal cost as he may be advised, provided all work shall be done without unduly disturbing the rights of other unit owners. Neither a unit owner nor the Association shall make any alterations in the portions of a unit or building which are to be maintained by the Association or remove any portion thereof or make any addition thereof or do anything which would jeopardize the safety or soundness of the unit or the building without first obtaining approval in writing of owners of all other units in the building. A copy of plans for all of such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the granting of such approval and the start of the work.

E. Association's Right of Access.

1. The Association shall have the irrevocable right of access to all units from time to time during reasonable hours as may be necessary for maintenance, repair or replacement of any common element therein or accessibility therefrom or for making emergency repairs therein necessary to prevent damage to the common elements or another unit or units. Owners shall provide a key to their units for emergency access by the Association or its designated representative.

ARTICLE XV TERMINATION

A. This condominium may be voluntarily terminated at any time in the manner provided for in the Condominium Act. In addition thereto, when there has been "major damage", as defined in Article XII hereof, this condominium shall be subject to termination, as provided therein. If the proposed voluntary termination is submitted to a meeting of the voting members of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4) of the total voting members of the Association, and by all institutional mortgagees, then the Association and the approving owners shall have an option to purchase all of the parcels of the other owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approval shall be irrevocable until the expiration of this option, and if the option is exercised the approval shall be irrevocable. The option shall be exercised upon the following terms:

1. **Exercise of Option.** An agreement to purchase, executed by the Association and/or the record owners of the parcels who will participate in the purchase shall be delivered by personal delivery, or mailed by certified mail or registered mail, to each of the record owners of the parcels to be purchased and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all parcels owned by owners not approving the termination, but the agreement shall effect a separate contract between each Seller and his Purchaser.
2. **Price.** The sale price for each unit shall be the fair market value determined by agreement between the Seller and the Purchaser within thirty (30) days from the delivery or mailing of such agreement; and in the absence of agreement as to price, it shall be determined by appraisers appointed by the senior judge of the Circuit Court in and for Palm Beach County, Florida, on petition of either Seller or Purchaser. The expenses of appraisal shall be paid by the Purchaser.
3. **Payment.** The purchase price shall be paid in cash.
4. **Closing.** The sale shall be closed within thirty (30) days following the determination of the sale price.

B. **Certificate.** The termination of the condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to the fact of the termination, which certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

C. Amendment. This section concerning termination cannot be amended without the consent of all unit owners and of record owners of mortgages upon the units.

ARTICLE XVI
MANAGEMENT AGREEMENT

Delegation of Powers. The Association shall have the right to contract for the management and maintenance of the condominium 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 to the Association and Board of Administration, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, as amended from time to time, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association. Any amendments to the Condominium Act enacted by the legislature from time to time subsequent to the date of original recordation of the Declaration shall automatically be incorporated into this Declaration.

ARTICLE XVII

Intentionally omitted.

ARTICLE XVIII
LIMITED COMMON ELEMENTS

Those areas reserved for the use of a certain unit owner to the exclusion of other unit owners are designated as "Limited Common Elements" and are shown and located on the condominium drawings attached hereto as Exhibits "A" and "B". The Limited Common Elements include:

- A. The terraces abutting the units;
- B. The parking spaces located beneath the tennis courts.

The unit owner who has the right to the exclusive use of a Limited Common Element shall be responsible at his cost and expense for the maintenance, care and preservation of the Limited Common Element but the Association shall maintain and repair the walls and railings of the terraces and the Association shall maintain and repair the parking spaces beneath the tennis courts.

Except as provided in this Article and as elsewhere provided any expense for the maintenance, repair or replacement relating to common elements shall be treated and paid for as a part of the common expenses of the Association. Should any maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, employees, and licensees, he shall be responsible therefore and the Association shall have the right to levy an assessment against the owner's unit which assessment shall have the same force and effect as all other assessments.

ARTICLE XIX
THE RECREATIONAL FACILITIES

The Recreational Facilities are part of the Common Elements. The Recreational Facilities shall be used only by unit owners their invitees and occupants subject to the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted from time to time by the Board of Directors of the Association.

ARTICLE XX

Intentionally omitted.

ARTICLE XXI
PARKING SPACES AND THE ASSIGNMENT
OF PARKING SPACES

There shall be three (3) types of parking spaces:

1. open air parking spaces;
2. covered parking spaces; and
3. covered parking spaces located beneath the tennis courts.

The parking areas containing the three (3) different types of parking spaces are shown on Exhibits "A" and "B" attached to this Declaration. The open air parking spaces and the covered parking spaces (excluding parking spaces beneath the tennis courts) shall be common elements. The parking spaces beneath the tennis courts shall be limited common elements.

Each condominium unit owner shall be assigned at no cost either one (1) open air parking space or one (1) covered parking space. The assignment of the parking space to the individual condominium unit owner shall be in the sale and absolute discretion of the Developer. The Developer shall assign to the unit owner his parking space on such form as the Developer in its sole discretion deems appropriate. The assignment of parking space form shall not be recorded.

The Developer in its sole discretion may assign to a condominium unit owner for a sum of money in excess of the purchase price of the condominium unit exclusive use of one or more covered parking spaces located beneath the tennis courts. The money received by the Developer for the assignment of a parking space beneath the tennis courts shall belong exclusively to the Developer as its property. The purchase price which the unit owner shall pay to the Developer for its assignment of the exclusive use of a covered parking space located beneath the tennis courts shall be determined by the Developer in its sole discretion and the Developer in its sole discretion shall also determine the location of the covered parking space. The Developer shall assign to the unit owner his covered parking space located beneath the tennis courts on such form as the Developer in its sole discretion deems appropriate. The assignment of the parking space form shall not be recorded.

The Developer while in control of the Association shall maintain a log or roster of the various parking spaces and to whom they are assigned. The Developer reserves the right to

assign and regulate all parking spaces until the Developer has sold all units in the condominium or until the Developer relinquishes control of the Association, which ever shall occur last.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

A. Easements.

1. The owners of the respective condominium units agree that if any portion of a condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance thereof, so long as it stands, shall and does exist. In the event a condominium building is partially or totally destroyed and then rebuilt, the owners of the condominium parcels agree that encroachments on parts of the common elements or limited common elements or condominium units due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist;
2. The owner of any unit shall have an easement in common with other unit owners to use the pipes, flues, wires, conduits, cables, utility lines and other common elements, including those located in the unit itself or elsewhere on the site serving such other units, and easements of necessity in favor of the other units and/or common elements;
3. The Association shall have the right to establish, grant and create additional utility easements in, under and through the building and condominium property and to dedicate any or all such facilities to any governmental body, public benefit corporation or utility company and for construction, installation, operation and maintenance of municipal service facilities and utilities.
4. The Developer and its successors, assigns, invitees, licensees, contractors, employees, and tenants shall have an easement on, in, over and across the common elements for (i) ingress and egress for any lawful purpose, including the sale or rental of space in the building; (ii) ingress to and egress from the use of (in common with owners) all pipes flues, conduits, ducts, cables wires, storm drainage facilities, water, sewer and other utility lines, and (iii) the erection, maintenance, repair and replacement from time to time of, one or more signs on the condominium property for the purpose of advertising the sale and leasing of units.
5. The unit owners, their successors, assigns, invitees, licensees, and tenants shall have a nonexclusive easement for ingress and egress over streets, walks, and other rights-of-way serving the units of the Condominium.

B. Covenants Run With the Land. All provisions of this Declaration and exhibits attached hereto, and amendments hereof, shall be construed as covenants running with the

land and of every part thereof and interest therein including but not limited to every unit and the appurtenances thereto, and every unit owner and occupant of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors, and assigns, shall be bound by all of the provisions of said Declaration and exhibits annexed hereto and any amendments thereof.

C. Invalidation of Part Will Not Affect the Whole. If any of the provisions of this Declaration, or of the By-Laws, the Articles of Incorporation of the Association or of the Condominium Act, or any article, section, clause, phrase, word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the By-Laws and Articles of Incorporation, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

D. Notices. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally, by mail, or electronic notice, addressed to such unit owners at their place of residence in the condominium, unless the unit owners have, by written notice duly receipted for, specified a different address. Proof of such mailing, personal delivery or electronic delivery by the Association shall be given by the affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, at the Secretary's residence in the condominium, or in case of the Secretary's absence, then the President of the Association at his residence in the condominium, and in his absence, any member of the Board of Administration of the Association.

All notices shall be deemed and considered sent when mailed. Any party may change his address or its mailing address by written or electronic notice, duly receipted for. Notices required to be given the personal representatives of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

The change of the mailing address of any party as specified herein shall not require an amendment to the Declaration.

E. Remedy for Violation. Should the Association find it necessary to retain legal counsel to compel any owner or occupant's compliance with this Declaration, regardless of whether a lawsuit is initiated, the owner or occupant shall be liable for the reasonable attorney's fees and costs incurred by the Association. Failure to pay these legal fees and costs shall be come an assessment against the unit, subject to collection and foreclosure in the same manner as an unpaid periodic assessment. If the Association files suit to seek compliance with this Declaration, the Bylaws, Articles or Rules and Regulations, and the Association shall prevail in the litigation, then the owner or occupant shall be responsible for payment of all presuit attorney's fees and costs, litigation fees and costs, appellate fees and costs, and any fees and costs incurred to enforce a judgment, collect on a judgment or quantify the amount of fees the Association shall recover.

The Association may impose fines against any Owner for any violation of the Declaration of Condominium, the Articles of Incorporation, the Bylaws and Rules and Regulations, as amended from time to time; and/or violations of law.

Each and every violation shall be the responsibility of the Owner regardless of whether the offending party is the Owner or the Owner's tenant, family, agent, guest, or invitee.

No fine shall be imposed against an Owner for a violation unless and until the offending party has been given written notice of the violation and an opportunity to appear and be heard before a committee.

The amount of the fine may be up to, the maximum amount permitted by law.

This fine system may be invoked independently of or concurrently with any other remedy. As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it under the Declaration, Articles of Incorporation and Bylaws or under the law.

F. Construction of Declaration. The provision of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

G. Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or exhibits hereto annexed.

H. Position of Institutional Mortgagee. When an institutional mortgage, by some circumstances, fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall, nevertheless, for the purpose of this Declaration and exhibits annexed be deemed to be an institutional first mortgage.

IN WITNESS WHEREOF BY:

Sign: _____

By: JACK BAHL
Title: President

Address: _____

Witness #1

Witness #2

Sign: _____

Sign: _____

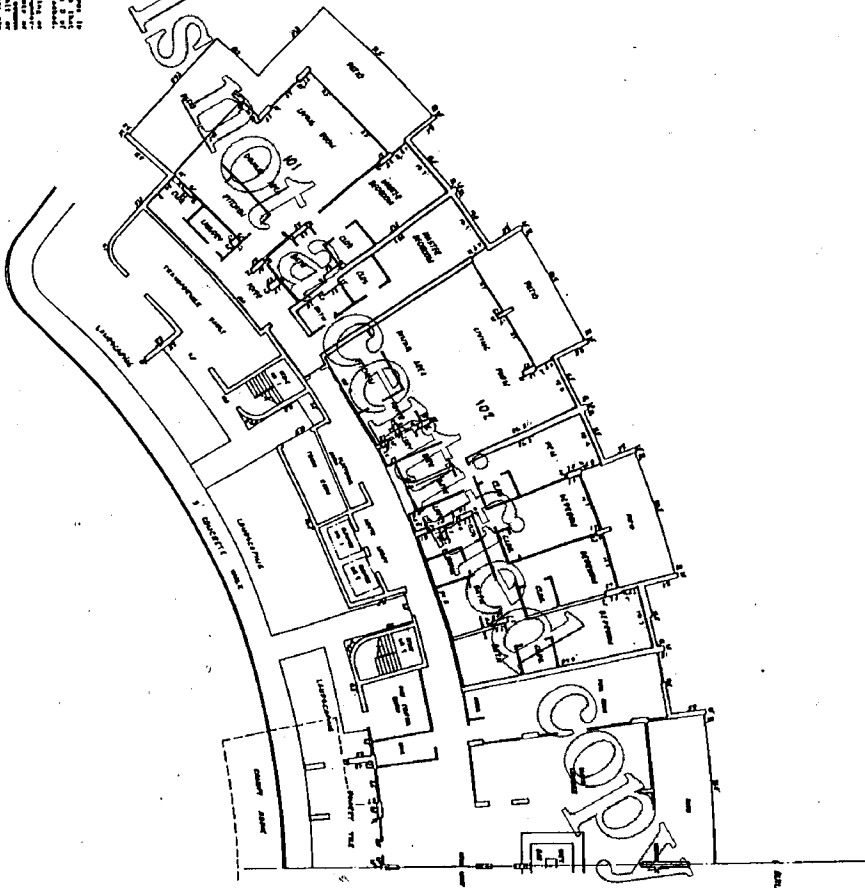
Print: _____

Print: _____

Address: _____

Address: _____

B4113 P0424



THIS FLOOR PLAN IS A REPRESENTATIVE PLAN OF THE CONDOMINIUM PROJECT AND IS NOT TO BE USED AS A BASIS FOR CONSTRUCTION. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ARCHITECT'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ARCHITECT'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

UNIT NO.	ELECTRICAL	MECHANICAL
101	20.21	
102	20.21	

A-24230

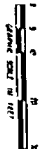
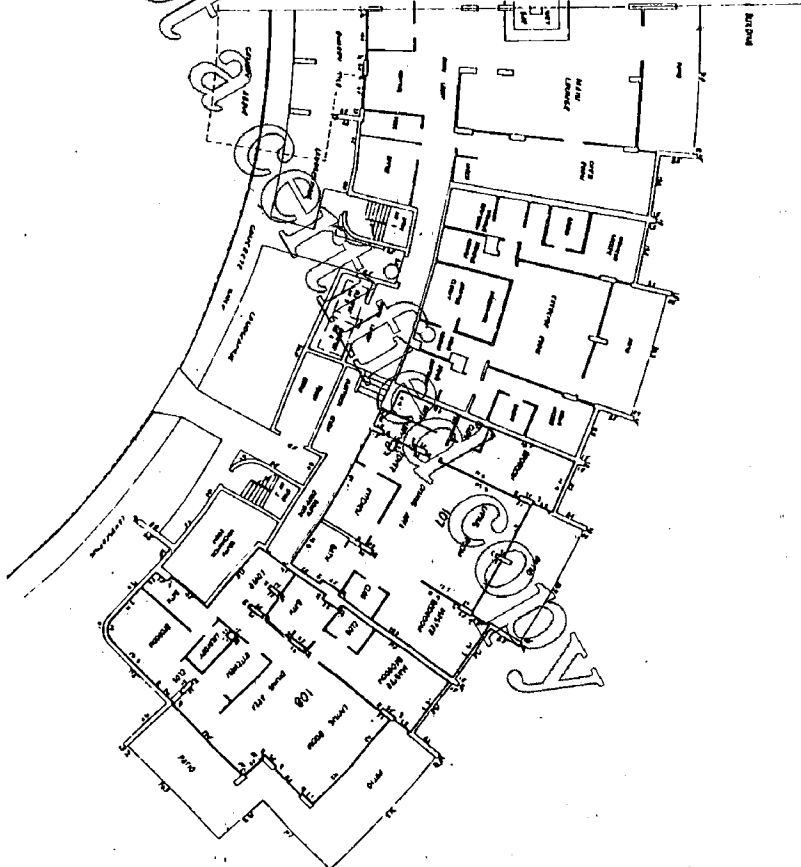
Project Name	THE ENVOY A CONDOMINIUM
Architect	BRETT LEWIS & ASSOCIATES, INC.
Engineer	BRUNNEN / PETERSEN ARCHITECTS
Contractor	WESLEY PETERSEN ARCHITECTS
Scale	FIRST FLOOR PLAN

Exhibit "B"

B4113-P0325

UNIT NO.	FURNITURE LAWYARD FLOOR	LAWYARD CEILING
107	20.21	
108	20.21	

NOTES:
 1. All dimensions shown in this plan are in feet and inches.
 2. All dimensions shown in this plan are in feet and inches.
 3. All dimensions shown in this plan are in feet and inches.
 4. All dimensions shown in this plan are in feet and inches.
 5. All dimensions shown in this plan are in feet and inches.
 6. All dimensions shown in this plan are in feet and inches.
 7. All dimensions shown in this plan are in feet and inches.
 8. All dimensions shown in this plan are in feet and inches.
 9. All dimensions shown in this plan are in feet and inches.
 10. All dimensions shown in this plan are in feet and inches.



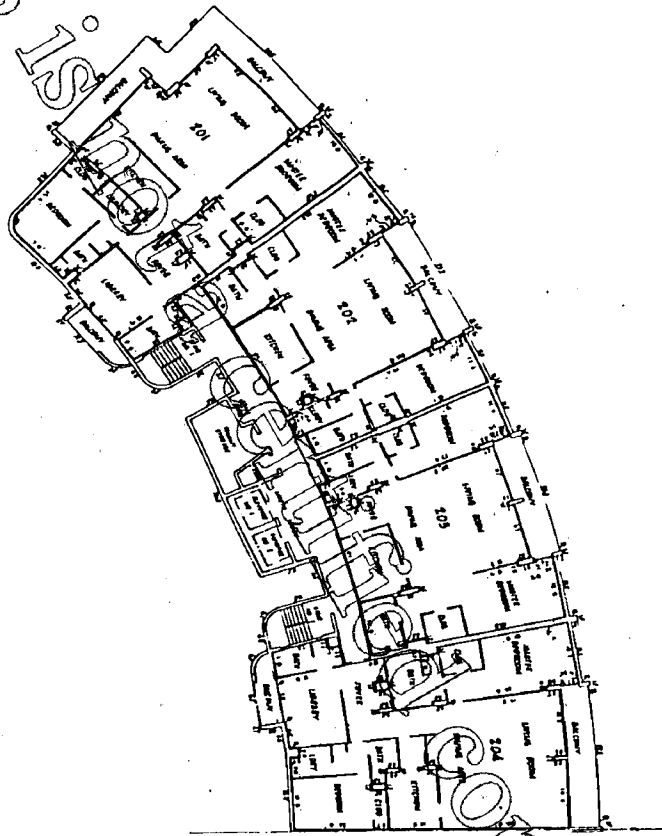
A-74230

Project Name	THE ENVOY A CONDOMINIUM FIRST FLOOR PLAN
Client	ROBERT E. BROWN & ASSOCIATES, INC. (SHELLEY - PALMER - BARTTETS) WEST PALM BEACH FLORIDA
Architect	
Scale	
Date	

Exhibit "B"
 "B-2"

B4113 P0426

THIS FLOOR PLAN IS A REPRODUCTION OF THE ORIGINAL AS SHOWN IN THE RECORDS OF THE COUNTY OF PALM BEACH, FLORIDA. THE ORIGINAL WAS PREPARED BY THE ARCHITECT AND IS SUBJECT TO THE REVISIONS AND CORRECTIONS THEREON. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE REPRODUCTION. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE REPRODUCTION. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE REPRODUCTION.



A-74130

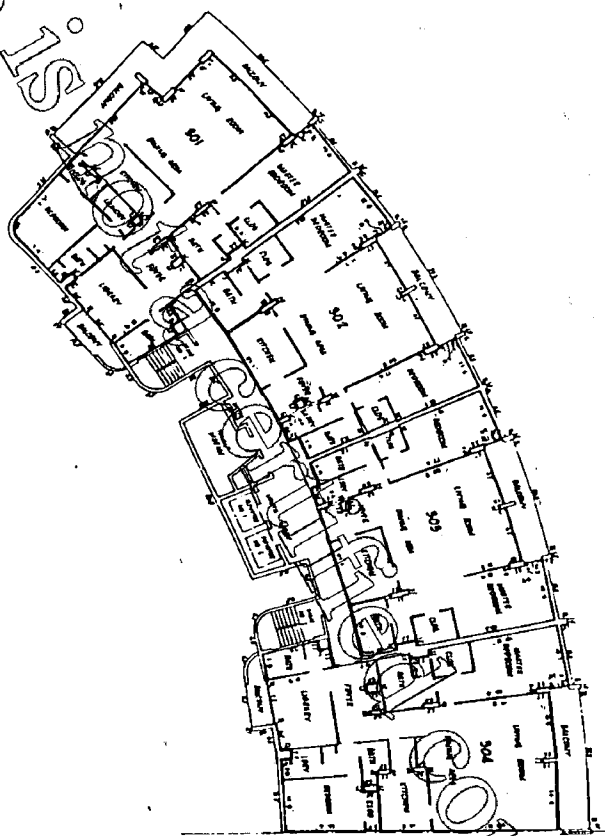
Project Name	BRIDGE E. BERRY & ASSOCIATES, INC.	Scale	AS SHOWN
Client	THE ENVOY A CONDOMINIUM	Drawn By	A.M.
Address	10001 PALM BEACH WEST PALM BEACH FLORIDA	Check By	
Project No.		Date	
Sheet No.	RECORD FLOOR PLAN	Scale	

UNIT NO.	ELEVATIONS	
	UNFINISHED FLOOR	FINISHED CEILING
201	90'-00"	96'-00"
202	90'-00"	96'-00"
203	90'-00"	96'-00"
204	90'-00"	96'-00"

Exhibit "B"
 "B-3"

B4113 P0428

EXHIBIT B
 This document is a floor plan of the building at 1111 Broadway, New York, New York, and is intended to be used as a reference for the location of the units and common areas. The floor plan is not to be used as a legal document and should not be relied upon for any legal purposes. The floor plan is subject to change without notice and the developer reserves the right to modify the floor plan at any time. The floor plan is provided for informational purposes only and does not constitute an offer of any securities. The floor plan is not to be used as a basis for any investment decision. The floor plan is provided for informational purposes only and does not constitute an offer of any securities. The floor plan is not to be used as a basis for any investment decision.



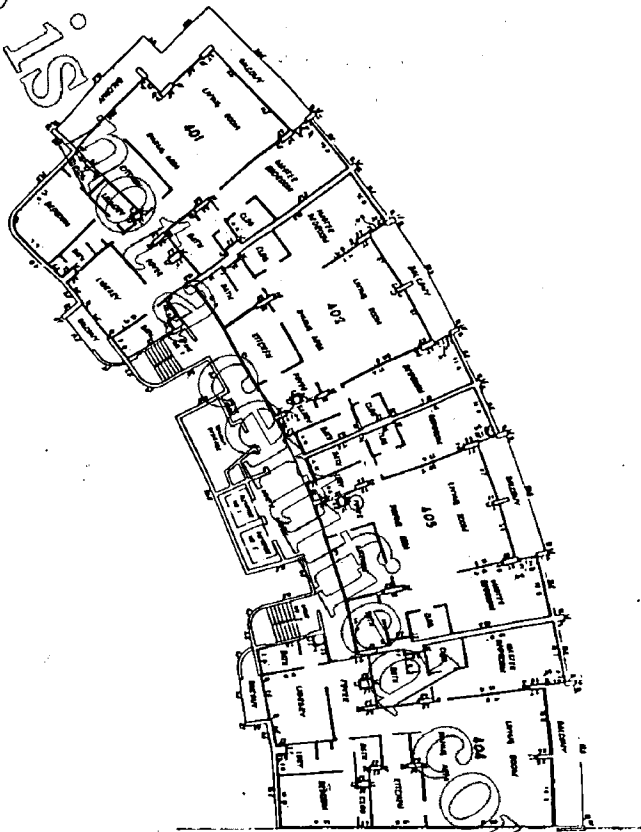
UNIT NO.	ELEVATIONS	
	UNFINISHED FLOOR	UNFINISHED CEILING
301	94.79	47.79
302	94.79	47.79
303	94.79	47.79
304	94.79	47.79

Exhibit "B"
 "B-5"

A-24230

Project Name	THE ENVOY A CONDOMINIUM TRND ROAD PLAZA
Architect	ERBERT L. PATEL & ASSOCIATES, INC.
Engineer	ERBERT L. PATEL & ASSOCIATES, INC.
Interior Designer	WEST PALM BEACH DESIGN
Contractor	
Scale	1/4" = 1'-0"
Date	11/11/2011
Sheet No.	B-5
Total Sheets	5

B4113 P0430



NOTES:
 1. All dimensions shown in this plan are in feet and inches.
 2. All walls and partitions are shown in solid lines.
 3. All doors are shown in dashed lines.
 4. All windows are shown in solid lines with a break symbol.
 5. All stairs are shown in solid lines with a break symbol.
 6. All elevators are shown in solid lines with a break symbol.
 7. All mechanical rooms are shown in solid lines with a break symbol.
 8. All utility rooms are shown in solid lines with a break symbol.
 9. All common areas are shown in solid lines with a break symbol.
 10. All parking spaces within the garage are indicated by dashed lines.



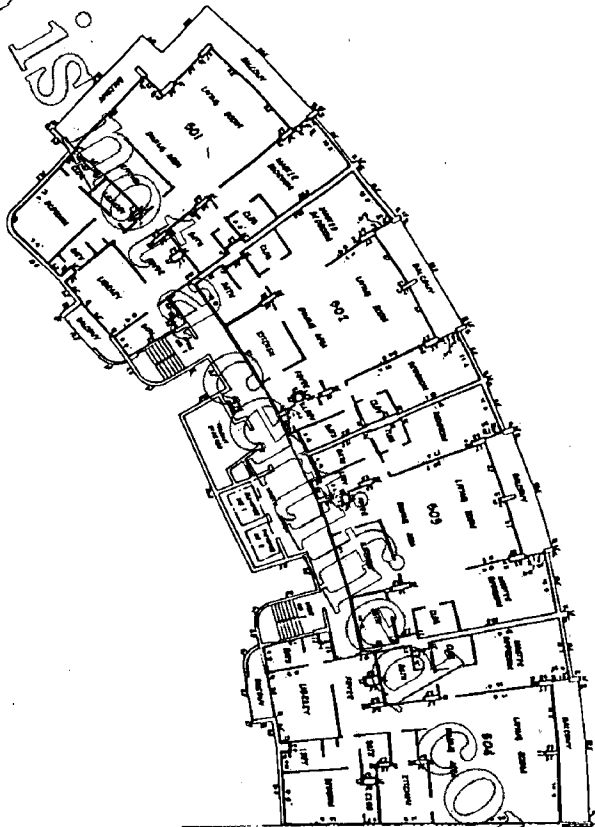
UNIT NO.	ELEVATIONS	LANDING, STAIRS
401	48.00	54.48
402	48.50	54.48
403	48.50	54.48
404	48.50	54.48

Exhibit "B"
 "B-7"

A-11230

PROJECT PROJECT NAME: WORTH PROJECT ADDRESS: WORTH PALM BEACH PROJECT CITY: PALM BEACH PROJECT STATE: FLORIDA	THE ENVOY A CONDOMINIUM FOURTH FLOOR PLAN	DATE: 11/20/17 DRAWN BY: [Name] CHECKED BY: [Name]
---	---	--

B4113 P0432



NOTES:
 1. All dimensions are in feet and inches.
 2. All walls are 1/2\"

UNIT NO.	ELEVATIONS	
	LANDING - FLOOR	LANDING - CEILING
901	91.58	94.88
902	91.58	94.88
903	91.58	94.88
904	91.58	94.88

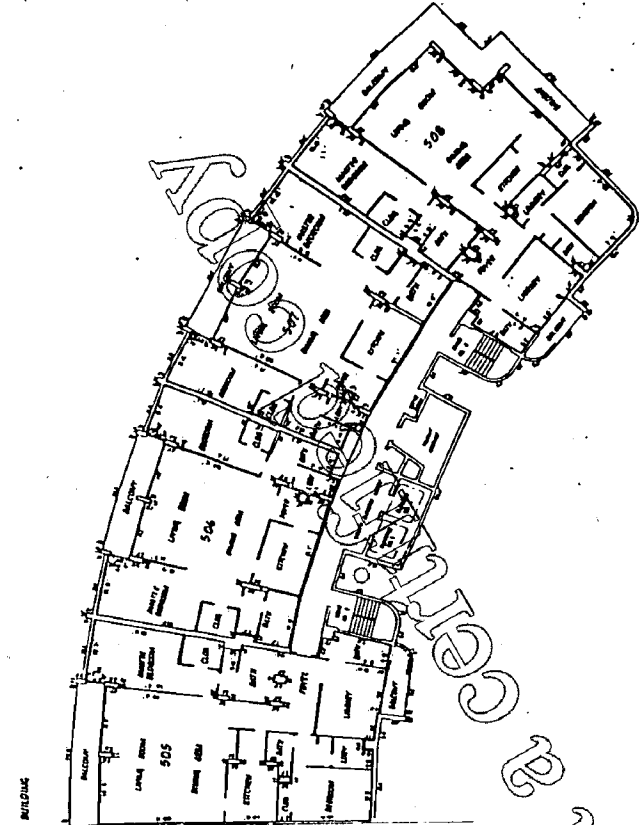
A-14230

Project Name	THE ENVOY A CONDOMINIUM FIFTH FLOOR PLAN
Architect	BRILLIANTER & ASSOCIATES, INC. BRILLIANTER - PLANNING SERVICES 10000 WEST HIGHLAND DENVER, COLORADO 80231
Scale	AS SHOWN
Date	11/11/88
Sheet No.	11
Total Sheets	12

Exhibit "B"
 "B-9"

B4113 P0433

Exhibit "B"
 "B-10"



UNIT NO.	ELEVATIONS	
	UNFINISHED FLOOR	UNFINISHED CEILING
505	91.25	89.85
506	91.25	89.85
507	91.25	89.85
508	91.25	89.85

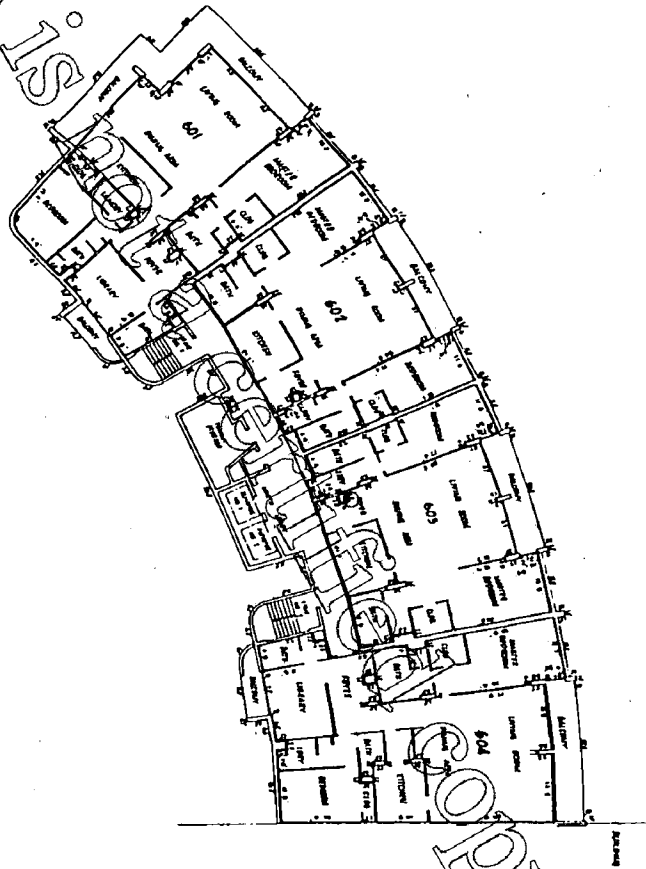
NOTES:
 1. All dimensions shown on this plan are in feet and inches.
 2. All dimensions shown on this plan are to the centerline of the wall unless otherwise noted.
 3. All walls and windows are listed Common Elements (CE) in the notes to each unit except the unit's interior walls, doors, windows, and floor.
 4. Existing spaces within the garage are listed Common Elements.



Project Name	THE ENVOY A CONDOMINIUM FIFTH FLOOR PLAN
Owner	ROBERT C. WITTE & ASSOCIATES, INC.
Contractor	CONCRETE - HANCOCK - HENNINGSEN WEST PALM BEACH FLORIDA
Architect	ROBERT C. WITTE & ASSOCIATES, INC. WEST PALM BEACH FLORIDA
Scale	AS SHOWN
Date	4/24/80

This is not a certified plan

B4113 P0434



NOTES:
 1. All dimensions shown are in feet and inches.
 2. All dimensions shown are to the centerline of the wall unless otherwise indicated.
 3. All dimensions shown are to the centerline of the wall unless otherwise indicated.
 4. All dimensions shown are to the centerline of the wall unless otherwise indicated.
 5. All dimensions shown are to the centerline of the wall unless otherwise indicated.
 6. All dimensions shown are to the centerline of the wall unless otherwise indicated.
 7. All dimensions shown are to the centerline of the wall unless otherwise indicated.
 8. All dimensions shown are to the centerline of the wall unless otherwise indicated.
 9. All dimensions shown are to the centerline of the wall unless otherwise indicated.
 10. All dimensions shown are to the centerline of the wall unless otherwise indicated.

UNIT NO.	ELEVATIONS	
	UPPER FLOOR	LOWER FLOOR
601	66.05	79.47
602	66.05	79.47
603	66.05	79.47
604	66.05	79.47

Exhibit "B"
 "B-11"

1-11230

PREPARED BY HENRI L. WELLS & ASSOCIATES, INC. ENGINEERS - ARCHITECTS - INTERIORS WEST PALM BEACH FLORIDA	PROJECT THE ENVOY A CONDOMINIUM SIXTH FLOOR PLAN
--	---

-81-

ARTICLES OF INCORPORATION
OF
THE ENVOY CONDOMINIUM ASSOCIATION, INC.

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of the corporation shall be The Envoy Condominium Association, Inc., hereinafter referred to as the "Association".

ARTICLE II

Terms used herein shall have the meanings ascribed to them in the Declaration referred to below, unless the context indicated otherwise.

ARTICLE III

The purposes for which the Association is formed are:

- A. The specific and primary purposes are to administer, operate, manage and supervise the property and affairs of The Envoy, a condominium, located in the City of West Palm Beach, Palm Beach County, Florida.
- B. The general purposes and powers are:
 1. To promote the common good, health, safety and general welfare of all of the residents of the condominium;
 2. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from the Declaration of Condominium (the "Declaration"), as amended from time to time, and recorded or to be recorded in the Public Records of Palm Beach County, Florida;
 3. To enforce applicable provisions of the Declaration, the By-Laws and the Rules and Regulations of the Association; to fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to contract for and pay all expenses in connection with the maintenance, gardening, utilities, materials, supplies and services relating to the Common Elements (as defined in the Declaration); to employ personnel reasonably necessary for administration and control of the Condominium, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Common Elements;
 4. To have and to exercise any and all powers, rights and privileges, including the right to hold title to property, real or personal, and the right to delegate powers as permitted by law which a corporation organized under Chapter 617, Florida Statutes, may now or hereafter have or exercise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause.

EXHIBIT D

shall not be limited or restricted by reference or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, to a substantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE IV

The qualifications for membership in the Association are as follows: Every person or entity who is a record owner of a fee or undivided fee interest in a unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a unit. The Declarant, Developer, shall also be a member for a period set forth in the Declaration and the By-Laws of the Association. The manner of admission of members shall be automatic if the qualifications for membership are met.

ARTICLE V

The Association shall have perpetual existence.

ARTICLE VI

The affairs of the Association shall be managed by a Board of Directors as provided in the By-Laws, but not less than three (3) nor more than nine (9).

The names and addresses of the members of the first Board of Directors of the Association [which shall be three (3)] who shall hold office until the first election thereafter are as follows:

Norman Ziegelman	9401 Blind Pass Road St. Petersburg Beach, Fla.
James Galliher	9401 Blind Pass Road St. Petersburg Beach, Fla.
Elaine Galliher	9401 Blind Pass Road St. Petersburg Beach, Fla.

Except for the first Board of Directors and unless otherwise provided in the By-Laws or in the Declaration, Directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for the removal from office of Directors. Only members of the Association, or authorized representatives, officers or employees of corporate members may be Directors.

Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

If a Director elected by the general membership, shall for any reasons other than removal in accordance with Paragraph 4.2(e) of the By-Laws cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VII

The Association shall have a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

The officers of the Association, in accordance with the provisions of the By-Laws, shall be elected by the Board of Directors for terms

of one (1) year and until qualified successors are duly elected and have taken office.

The names and addresses of the first officers of the Association, who shall hold office until successors are duly elected and have taken office, shall be as follows:

Norman Ziegelman	President	9401 Blind Pass Road St. Petersburg Beach, Fla.
James Galliher	Vice President	9401 Blind Pass Road St. Petersburg Beach, Fla.
Elaine Galliher	Secretary/ Treasurer	9401 Blind Pass Road St. Petersburg Beach, Fla.

ARTICLE VIII

The By-Laws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or any special meeting duly called except that the initial By-Laws of the Association shall be made and adopted by the first Board of Directors.

ARTICLE IX

Amendments to these Articles of Incorporation may be proposed by a member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose on the affirmative vote of three-quarters (3/4) of the members entitled to vote at the time of such amendment; provided, however, that until the first election of the Directors by the unit owners these Articles may be amended by the vote of all the Directors.

ARTICLE X

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

Linda O. MacLaren
411 South County Road
Palm Beach, Florida 33480

Cynthia L. Raines
520 Flamingo Drive
West Palm Beach, Florida 33405

Carolyn A. Feltner
4910 Homewood Drive
West Palm Beach, Florida 33406

ARTICLE XI

The street address of the initial registered office of this corporation is 411 South County Road, Palm Beach, Florida 33480, and the name of the initial registered agent of this corporation at that address is Eugene W. Murphy, Jr.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands this 7th day of January, ~~1979~~ 1980

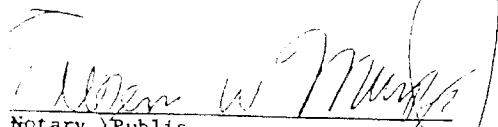
Linda O. MacLaren
Linda O. MacLaren

Cynthia L. Raines
Cynthia L. Raines

Carolyn A. Feltner
Carolyn A. Feltner

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 7th
day of March, 1979, by Linda O. MacLaren, Cynthia L. Raines
and Carolyn A. Feltner.



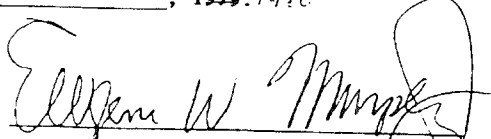
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My commission expires Mar. 12, 1980

SEAL

Eugene W. Murphy, Jr., hereby accepts his appointment of
Resident Agent for the foregoing Association and at the address hereinbefore
set out, this 14th day of March, 1979. 1980



Eugene W. Murphy, Jr.
Resident Agent
411 South County Road
Palm Beach, Florida 33480

Eugene W. Murphy, Jr.
Resident Agent
411 South County Road
Palm Beach, Florida 33480

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EXHIBIT "E"

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BY-LAWS OF
THE ENVOY CONDOMINIUM ASSOCIATION, INC.

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

1. Identity. These are the By-Laws of The Envoy Condominium Association, Inc. (The "Association"), a corporation not for profit under the laws of the State of Florida, organized for the purpose of administering that certain condominium located in Palm Beach County, Florida, and known as The Envoy, a Condominium.

1.1 Principal Office. The principal office of the Association shall be The Envoy, 2450 Presidential Way, West Palm Beach, Florida, or at such other place as may be subsequently designated by the Board of Directors. 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 words "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definitions and meaning as those set forth in the Declaration of Condominium unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

3.2 Special Meetings. Special members' meetings shall be held at such places as provided for annual meetings and may be

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called by the President or by a majority of the Board of Directors of the Association, and 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 meeting. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the unit owners.

3.3 Notice of Meeting. Notice of a meeting of members stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the condominium property and a copy shall be delivered or mailed to each member entitled to attend the meeting. The notice of the annual meeting shall be delivered or mailed to each unit owner, unless the unit owner waives in writing the right to receive notice of the annual meeting. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery or mailing of the notice shall be effected not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of posting, delivery or mailing of the notice (if required) shall be given by the affidavit or certificate of the person serving the notice. Notice of specific meetings may be waived before or after the meeting.

3.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast (either personally or by proxy) a majority of the votes of the entire membership.

3.5 Voting.

- (a) Number of Votes. In any meeting of members, the owners of condominium units shall be entitled to cast one (1) vote for each unit owned. The vote appurtenant to a condominium 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 be present shall be binding upon all unit owners for all purposes except where otherwise provided by law, the Declaration, the Articles of Incorporation or these By-Laws. As used in these By-Laws, the Articles of Incorporation or the Declaration the terms "majority of the members" shall mean those

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unit owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the unit owners at which a quorum shall be present.

- (c) Voting Member. If a unit is owned by a person, his right to vote shall be established by the roster of members. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superceded 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 owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, the vote of the owners shall not be considered in determining whether a quorum is present or for any other purpose, 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.

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- (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.

3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy must be filed in writing, signed by the voting member generating the proxy and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

3.7 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

3.8 Order of Business. The order of business at annual members' meetings and as far as practical, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) Election of chairman of the meeting;
- (c) Calling of the roll and certifying of proxies;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of officers;

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- (g) Reports of committees;
- (h) Appointment of inspectors of election;
- (i) Determination of number of Directors;
- (j) Election of Directors;
- (k) Unfinished business;
- (l) New business;
- (m) Adjournment.

3.9 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 representative and Board Members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4. Directors.

4.1 Membership. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors the exact number to be determined from time to time upon majority vote of the membership. All Directors shall be unit owners. No Director shall continue to serve on the Board after he ceases to be a unit owner. The above provisions of this subdivision 4.1 shall not apply to Directors elected by the Developer in accordance with subdivision 4.15 hereof.

4.2 Election of Directors. Election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual members' meeting.
- (b) A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each Director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.
- (c) The election shall be by ballot (unless dispensed by unanimous consent) and by a plura-

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lity of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

- (d) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.
- (e) Any Directors may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.
- (f) Provided however, that unless prohibited by law, any Directors elected or appointed by the Developer shall not be removed except by the Developer.

4.3 Term. 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

4.4 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

4.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all unit owners and notice of such meetings shall be posted conspicuously at the condominium property forty-eight (48) hours in advance for the attention of the members of the Association except in the event of an emergency.

4.6 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the President

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or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all unit owners and notice of a special meeting shall be posted conspicuously at the condominium property forty-eight (48) hours in advance for the attention of the members of the Association except in the event of an emergency.

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 giving 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 entire Board of Directors. The act approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles or these By-Laws.

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

4.10 Director Must Attend Meeting In Person. A Director must attend in person all meetings for the purpose of determining a quorum. A Director shall not be deemed to have attended a meeting for the purposes of determining a quorum by signing and concurring in the minutes of a meeting.

4.11 Presiding Officer. The presiding officer of the Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.12 Order of Business. The order of business at Directors' meetings shall be:

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- (a) Calling of roll;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment.

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a minute book 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 seven (7) years.

4.14 Executive Committee. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the condominium during the intervals between the meetings of the Board of Directors 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 the Condominium, (b) to determine the assessments payable by the unit owners to meet the Common Expenses of the Condominium, (c) to adopt or amend the rules and regulations covering the details of the operation and use of the Condominium Property or (d) to exercise any of the powers set forth in subdivision (g) and (p) of Section 5 below.

4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4, the Board shall consist of three (3) 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 the members of the Board of Directors until unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association. When the unit owners other than the Developer own fifteen percent (15%) or more of the units 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 (1/3) of the members of the Board of Directors.

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Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors (a) three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; or (b) three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; or (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; or (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 whichever occurs first. The Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the Condominium operated by the Association.

Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors the Association shall call, and give not less than thirty (30) nor more than forty (40) days notice of a meeting of the unit owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so. Directors appointed by the Developer need not be unit owners.

If a Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without the approval in writing of the Developer:

- (a) Assessment of the Developer as a unit owner for capital improvements.
- (b) Any action by the Association that would be detrimental to the sales of the units by the Developer. An increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts except such acts which by law, the Declaration or these By-Laws may not be delegated to the Board of Directors by the unit owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein) the following:

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- (a) To operate, repair and maintain the Common Elements;
- (b) To determine the expenses required for the operation of the Condominium and the Association;
- (c) To collect the assessments for Common Expenses from unit owners;
- (d) To employ and dismiss the personnel necessary for the maintenance and operation of the Common Elements;
- (e) To adopt and amend the Rules and Regulations covering the details of the maintenance, operation and use of the Condominium Property, subject to the rights of the unit owners as provided in Section 12 hereof;
- (f) To maintain bank accounts on behalf of the Association and designate the signatures required therefor;
- (g) To purchase, lease or otherwise acquire units in the name of the Association, or its designee;
- (h) To purchase units at foreclosure or other judicial sales, in the name of the Association, or its designee;
- (i) To sell, lease, mortgage, or otherwise deal with units acquired by, and sublease units leased by the Association or its designee;
- (j) To organize corporations to act as designees of the Association in acquiring title to or leasing units by the Association;
- (k) To obtain and review insurance for the Condominium Property;
- (l) To make 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;

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- To enforce obligations of the unit owners, allocating profits and expenses and doing anything and everything else necessary and proper for the sound management of the Condominium;
- (n) To levy fines against the unit owners for violations of the rules and regulations established by it to govern the conduct of the unit owners;
 - (o) To purchase or lease a unit for use by a resident superintendent or manager, if any;
 - (p) To borrow money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements; provided, however, that (i) the consent of the Owners of at least three-quarters (3/4) of the units, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of \$10,000.00 and (ii) no lien to secure repayment of any sum borrowed may be created on any unit without the consent of the owner of such unit. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to authority contained in this subparagraph (p) is not repaid by the Association, a unit owner, who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all unit owners in the Common Elements, 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 the unit owner's unit;
 - (q) to contract for the management of the Condominium and delegate to such contractors such powers and duties of the Board of Directors as the Board may deem appropriate in the circumstances except that the Board may not delegate to such contractors any powers and duties which are inconsistent with either the Declaration of Condominium or these By-Laws; and to grant concessions for the purpose of providing services to the unit owners;

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To authorize unit owners or others to use portions of the Common Elements for private parties and gatherings and the right to impose reasonable charges in connection with such private uses.

- (s) To exercise all powers specifically set forth in the Declaration, the Articles of the Association, these By-Laws, and in the Florida Condominium Act, and all powers incidental thereto.
- (t) To suspend the right of any unit owner to use the Recreation Facilities of the Condominium so long as said unit owner is delinquent in the payment of the Common Expenses.
- (u) To impose a lawful fee in connection with the approval of the transfer, lease, sale or sublease of units provided the fee is not in excess of the expenditures reasonably required for the transfer or sale and this expense shall not exceed \$50.00. No charge shall be made in connection with an extension or renewal of a lease.
- (v) To enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the Condominium Property.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Treasurer and an Assistant Secretary, all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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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, including, but not limited to, the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.

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 shall also assist the President and exercise such other powers and perform such other duties as shall 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 serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and 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 Assistant Secretary. The Assistant Secretary shall exercise the powers and duties of the Secretary in the absence or disability of the Secretary.

6.6 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 for examination at reasonable times. He shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer. 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 Directors.

6.7 Assistant Treasurer. The Assistant Treasurer shall exercise the powers and perform the duties of the Treasurer in the absence or disability of the Treasurer.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision

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shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association nor preclude the contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer.

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 date. The acceptance of a resignation shall not be required to make it effective.

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. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium; determine the amount of assessments payable by the Unit Owners to meet the expenses of the Condominium; and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each unit owner not less than thirty (30) days prior to the meeting of the Board of Directors at which time 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 Directors which requires assessment against the Unit Owners in any year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, as hereinafter defined, upon written appli-

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cation of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any member thereof. Each Unit Owner shall be given at least ten (10) days notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners not less than a majority of all the units; provided, however, that during the period that the Developer is entitled to elect a majority of the Board of Directors, any revision by Unit Owners of the budget shall require a vote of Owners of not less than three-quarters (3/4) of all the units.

- (iii) Approval of Membership. The Board of Directors may propose a budget to the Unit Owners at a meeting of the members or by writing and if such budget or proposed budget be approved by a majority of the Unit Owners at the meeting or by majority of all Unit Owners in writing, the budget shall be adopted.
- (iv) Determination of Budget Amount. In determining whether a budget requires assessment against the 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 provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium 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 betterments to the Condominium Property.
- (v) Proviso. As long as the Developer is in control of the Board of Directors of the

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Association, such Board shall not impose assessment for a year greater than one hundred fifteen percent (115%) of the prior years assessment, as hereinafter defined, without the approval of a majority of the Unit Owners.

- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for the Association in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special membership meeting for the purpose of considering and adopting the budget for the Association, which meeting shall be called and held in the manner provided for such special membership meetings in said subsection, and such budget adopted by the membership, upon approval of the majority of the Board of Directors, shall become the budget of the Association for such year.
- (c) Proviso. Until the Developer has completed sales and closings of all units in the Condominium, or until the Developer's control of the Board of Directors is terminated, whichever shall first occur, the Board of Directors may, without liability of the Association or Unit Owners, omit from the budget all allowances for contingencies and capital surplus and reserves

9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in equal calendar quarterly installments, payable in advance on the first day of each calendar quarter 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 calendar quarterly installments on such assessment shall be due upon each installment payment date until changed by 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 Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are calendar quarters remaining in the calendar year as of the date of such amended assessment, each such

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calendar quarterly assessment to be paid on the first day of the calendar quarter, commencing the first day of the next ensuing month.

9.3 Assessments for Emergencies. Assessments of Common Expenses for emergencies that cannot be paid from the annual assessments for Common Expenses shall be due only after thirty (30) days notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

9.4 Depository. The depository of the Association shall be such bank or banks in the County, 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 only by checks signed by such persons as are authorized by the Directors. All sums collected by the Association from assessments may be comingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

9.5 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Unit Owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

9.6 Fidelity Bonds. Fidelity Bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association.

9.7 Audit. Within sixty (60) days following the end of the fiscal or calendar year the Board of Directors of the Association 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.

9.8 Accounting Records and Reports. The Association shall maintain accounting records in Palm Beach County, according

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to good accounting practices. 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 balance due.

9.9 Application for Payment All assessment payments by a Unit Owner shall be applied as provided herein and in the Declaration.

10. Roster of Unit Owners and Mortgagees. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information in a booklet entitled "Owners of Units". A Unit Owner who mortgages his unit shall notify the Association of the name and address of his mortgagee and shall file a copy of the note and mortgage with the Association. A Unit Owner who satisfies a mortgage covering a unit shall also notify the Association thereof and shall file a copy of the satisfaction of mortgage with the Association. The Association shall maintain such information in a booklet entitled "Mortgagees of Unit".

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 By-Laws.

12. Amendments Except as elsewhere provided otherwise, these By-Laws 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 any meeting at which a 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 Directors or by not less than one-quarter ($\frac{1}{4}$) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary at or prior to the meeting. The approvals must be by not less than fifty percent (50%) of the votes of the entire membership of the Association.

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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 and Mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration.

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 By-Laws, 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 copy of the amendment are recorded in the Public Records of Palm Beach County.

13. Rules and Regulations. The Board of Directors may from time to time enact, modify, or amend the rules and regulations, except that Owners of a majority of the units present and voting at a meeting at which a quorum is present may overrule the Board with respect to any such enactment, modification, or amendment. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each Unit Owner not less than thirty (30) 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 provision of these By-Laws conflicts or is inconsistent with the provisions of the Declaration, then the provisions of the Declaration shall govern.

15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define limit or describe the scope of these By-Laws or the intent of any provision hereof.

The foregoing was adopted as the By-Laws of The Envoy Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 14th day of March, 1980.

/s/ Elaine Galliher
Elaine Galliher

Approved:

/s/ Norman Ziegelman
Norman Ziegelman

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