

EXHIBIT A

to

DECLARATION OF CONDOMINIUM

for

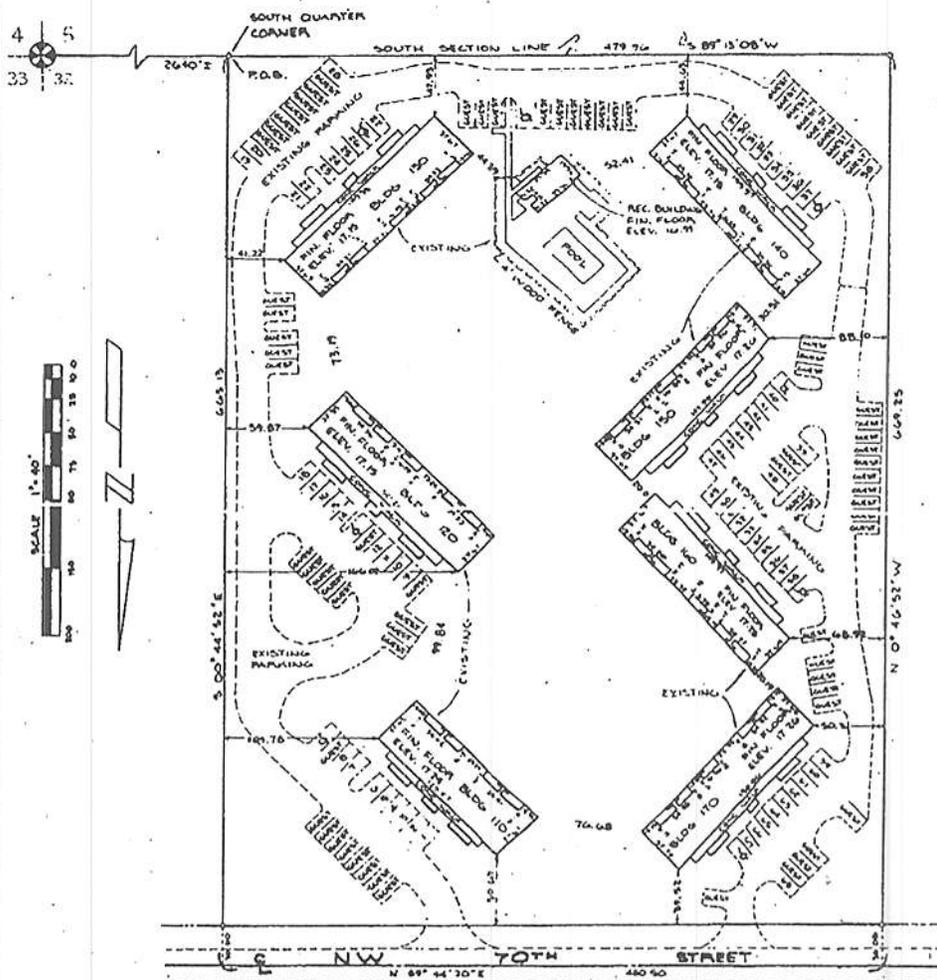
BANYAN PARK, a condominium

SURVEY OF LAND, PLOT PLAN AND GRAPHIC

DESCRIPTION OF IMPROVEMENTS

B3692 P1910

# BANYAN PARK A CONDOMINIUM

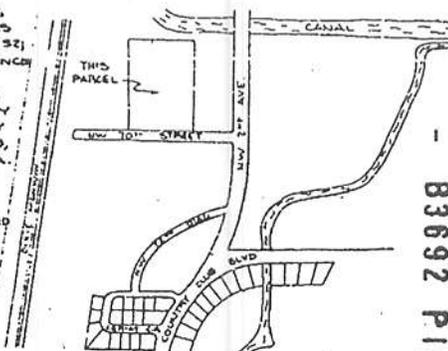


### LAND DESCRIPTION

A TRACT OF LAND LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 48 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32; THENCE S09°13'00"W, WITH THE SOUTH SECTION LINE 479.76 FEET; THENCE N0°46'02"W, 605.25 FEET; THENCE N03°44'20"E, 400.00 FEET; THENCE S0°44'02"E, 605.25 FEET TO THE POINT OF BEGINNING. LESS THE NORTH 5000 FEET THEREOF WHICH WERE CONVEYED TO THE CITY OF BOCA RATON FOR THE RIGHT OF WAY OF NW 70TH STREET BY RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 2429, PAGE 76 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

### NOTES

1. ELEVATIONS SHOWN HEREON BASED ON MEAN SEA LEVEL DATUM.
2. ALL NUMBERED BUILDINGS ARE FOR RESIDENTIAL USE AND THE UNNUMBERED BUILDING IS THE RECREATIONAL BUILDING.
3. ALL AREAS SHOWN ARE COMMON AREAS EXCEPT:
  - A) PARKING SPACES 1 THROUGH 6 INCLUSIVE, WHICH ARE LIMITED COMMON ELEMENTS SERVING BUILDING 110.
  - B) PARKING SPACES 9 THROUGH 10 INCLUSIVE, WHICH ARE LIMITED COMMON ELEMENTS SERVING BUILDING 120.
  - C) PARKING SPACES 19 THROUGH 20 INCLUSIVE, WHICH ARE LIMITED COMMON ELEMENTS SERVING BUILDING 130.
  - D) PARKING SPACES 29 THROUGH 30 INCLUSIVE, WHICH ARE LIMITED COMMON ELEMENTS SERVING BUILDING 140.
  - E) PARKING SPACES 39 THROUGH 40 INCLUSIVE, WHICH ARE LIMITED COMMON ELEMENTS SERVING BUILDING 150.
  - F) PARKING SPACES 49 THROUGH 50 INCLUSIVE, WHICH ARE LIMITED COMMON ELEMENTS SERVING BUILDING 160.
  - G) PARKING SPACES 59 THROUGH 60 INCLUSIVE, WHICH ARE LIMITED COMMON ELEMENTS SERVING BUILDING 170.
  - H) THOSE AREAS COVERED BY RESIDENTIAL BUILDINGS.
  - I) LIMITED COMMON ELEMENTS SERVING INDIVIDUAL UNITS AS DEPICTED ON SHEETS E, F, G, H, I, J AND K.



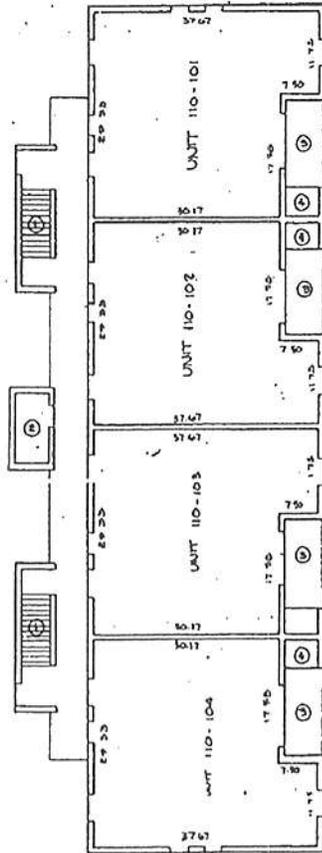
I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Walter A. Cornell*  
REGISTERED LAND SURVEYOR  
FLA. CERTIFICATE NO. 1757

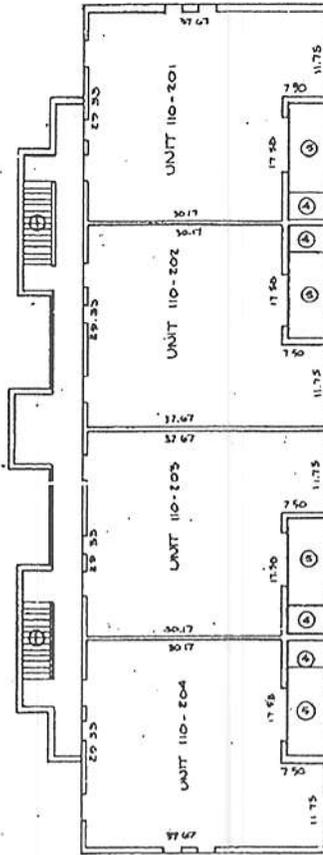
B3692 P1911

## EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM

# BANYAN PARK A CONDOMINIUM BUILDING 110



**GROUND FLOOR**



**SECOND FLOOR**

**LEGEND**

- ① STAIRS
- ② METER ROOM
- ③ PATIO
- ④ STORAGE
- ⑤ BALCONY

**NOTES:**

EACH STORAGE AREA, PATIO AND BALCONY ON THIS SHEET IS A LIMITED COMMON ELEMENT FOR THE CONDOMINIUM UNIT SERVED.

EACH WALKWAY, STAIRCASE AND METER ROOM ON THIS SHEET IS A LIMITED COMMON ELEMENT FOR THE CONDOMINIUM UNITS IN THE BUILDING OF WHICH THEY ARE A PART.

ELEVATIONS IN FEET OF THE UPPER AND LOWER LIMITS OF THE UNITS ARE BASED ON MEAN SEA LEVEL DATUM.

ELEVATIONS OF UNITS ARE AS FOLLOWS:	1ST FLOOR	2ND FLOOR
LOWER LIMIT OF UNIT ELEVATION	17.24	25.92
UPPER LIMIT OF UNIT ELEVATION	25.35	34.05

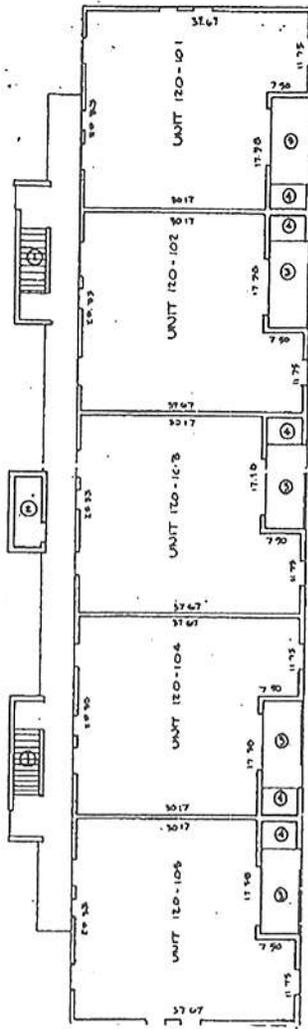
THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM ACTUAL FIELD SURVEYS AND FROM PLANS PREPARED BY ARCHITECTURAL DESIGN UNLIMITED, INC.

EACH UNIT IS DESIGNATED BY DOUBLE, HYPHENATED, THREE DIGIT NUMERICAL DESIGNATION. THE FIRST THREE DIGITS DESIGNATE THE BUILDING AND THE LAST THREE INDICATE THE UNIT NUMBER WITHIN THAT BUILDING. UNITS ON THE FIRST FLOOR ARE NUMBERED FROM 01 THROUGH 104. UNITS ON THE SECOND FLOOR ARE NUMBERED FROM 201 THROUGH 204.

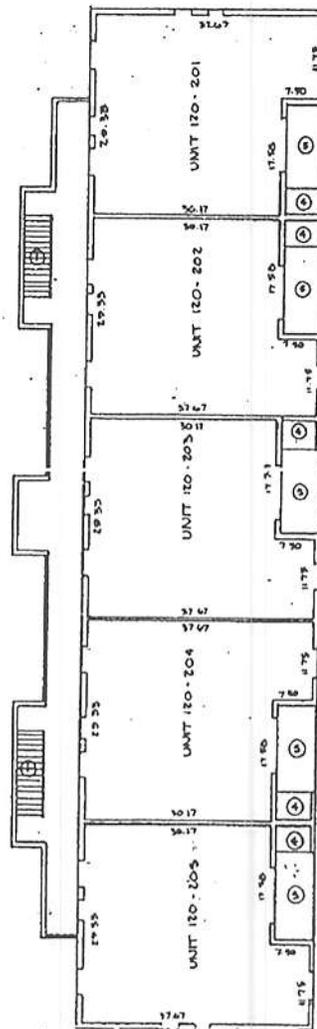
B3692 P.1912

**EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM**

# BANYAN PARK A CONDOMINIUM BUILDING 120



**GROUND FLOOR**



**SECOND FLOOR**

- LEGEND**
- ① STAIRS
  - ② METER ROOM
  - ③ PATIO
  - ④ STORAGE
  - ⑤ BALCONY

**NOTES:**  
 EACH STORAGE AREA, PATIO AND BALCONY ON THIS SHEET IS A LIMITED COMMON ELEMENT FOR THE CONDOMINIUM UNIT SERVED.  
 EACH WALKWAY, STAIRCASE AND METER ROOM ON THIS SHEET IS A LIMITED COMMON ELEMENT FOR THE CONDOMINIUM UNITS IN THE BUILDING OF WHICH THEY ARE A PART.

ELEVATIONS IN FEET OF THE UPPER AND LOWER LIMITS OF THE UNITS ARE BASED ON MEAN SEA LEVEL DATUM.  
 ELEVATIONS OF UNITS ARE AS FOLLOWS:

	1ST FLOOR	2ND FLOOR
LOWER LIMIT OF UNIT ELEVATION	17.15	25.84
UPPER LIMIT OF UNIT ELEVATION	25.27	33.97

THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM ACTUAL FIELD SURVEYS AND FROM PLANS PREPARED BY ARCHITECTURAL DESIGN UNLIMITED, INC.

EACH UNIT IS DESIGNATED BY DOUBLE HYPHENATED, THREE DIGIT NUMERICAL DENOMINATION. THE FIRST THREE DIGITS DENOMINATE THE BUILDING AND THE LAST THREE INDICATE THE UNIT NUMBER WITHIN THAT BUILDING. UNITS ON THE FIRST FLOOR ARE NUMBERED FROM 101 THROUGH 105. UNITS ON THE SECOND FLOOR ARE NUMBERED FROM 201 THROUGH 205.

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## EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM

SCALE  
 1" = 10'  
 1/4" = 10'

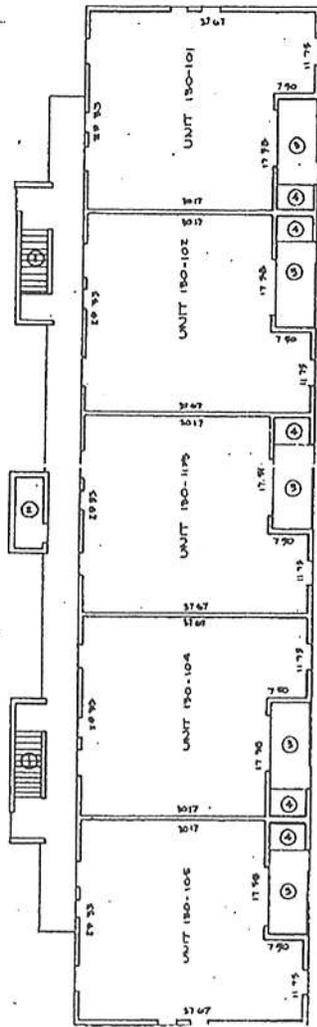
SHEET 3 OF 10



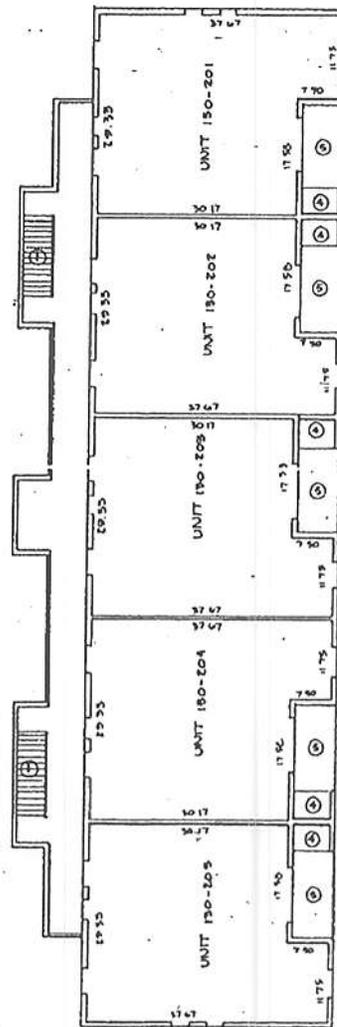
**WALTER A. CORNELL, INC.**

CONSULTING ENGINEERS  
 LAND SURVEYORS  
 BOCA RATON - FLORIDA

# BANYAN PARK A CONDOMINIUM BUILDING 130



**GROUND FLOOR**



**SECOND FLOOR**

**LEGEND**

- ① STAIRS
- ② METER ROOM
- ③ PATIO
- ④ STORAGE
- ⑤ BALCONY

**NOTES:**

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ELEVATIONS IN FEET OF THE UPPER AND LOWER LIMITS OF THE UNITS ARE BASED ON MEAN SEA LEVEL DATUM. ELEVATIONS OF UNITS ARE AS FOLLOWS

	1ST FLOOR	2ND FLOOR
LOWER LIMIT OF UNIT ELEVATION	17.15	25.75
UPPER LIMIT OF UNIT ELEVATION	25.22	34.07

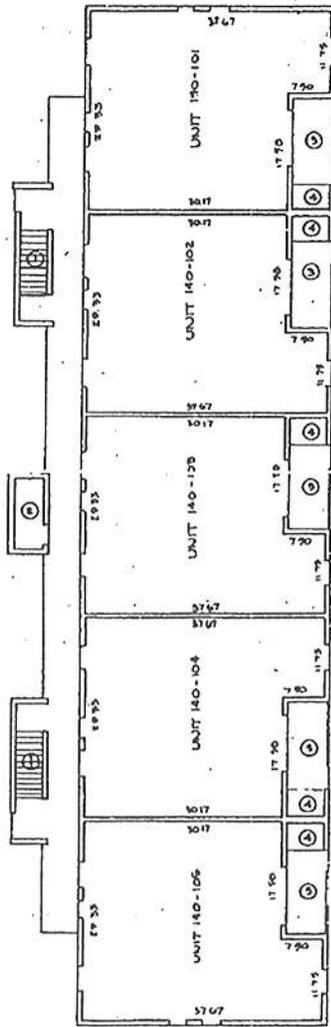
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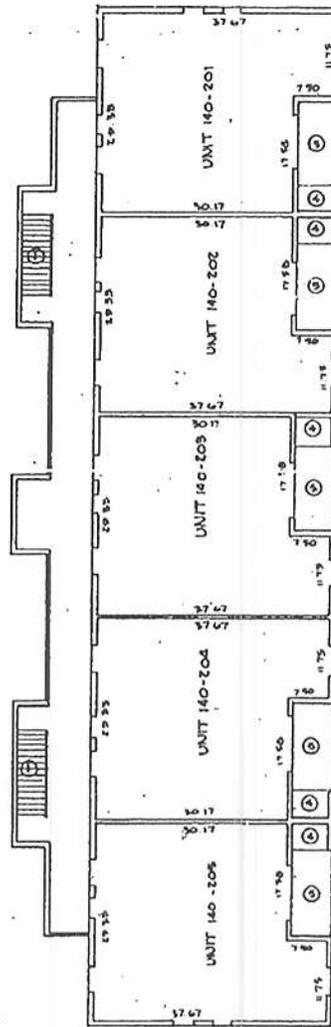
B3692 P.1914

## EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM

# BANYAN PARK A CONDOMINIUM BUILDING 140



**GROUND FLOOR**



**SECOND FLOOR**

**LEGEND**

- ① STAIRS
- ② METER ROOM
- ③ PATIO
- ④ STORAGE
- ⑤ BALCONY

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ELEVATIONS IN FEET OF THE UPPER AND LOWER LIMITS OF THE UNITS ARE BASED ON MEAN SEA LEVEL DATUM.

ELEVATIONS OF UNITS ARE AS FOLLOWS

	1ST FLOOR	2ND FLOOR
LOWER LIMIT OF UNIT ELEVATION	17.18	25.83
UPPER LIMIT OF UNIT ELEVATION	25.01	34.27

THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM ACTUAL FIELD SURVEYS AND FROM PLANS PREPARED BY ARCHITECTURAL DESIGN UNLIMITED, INC.

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## EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM

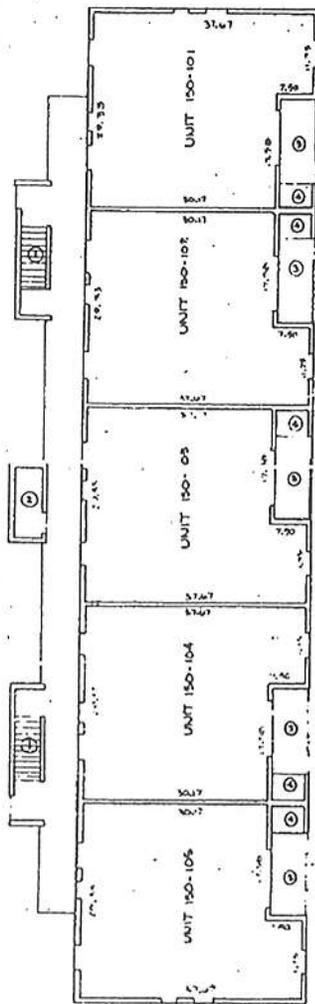
SHEET 5 OF 10



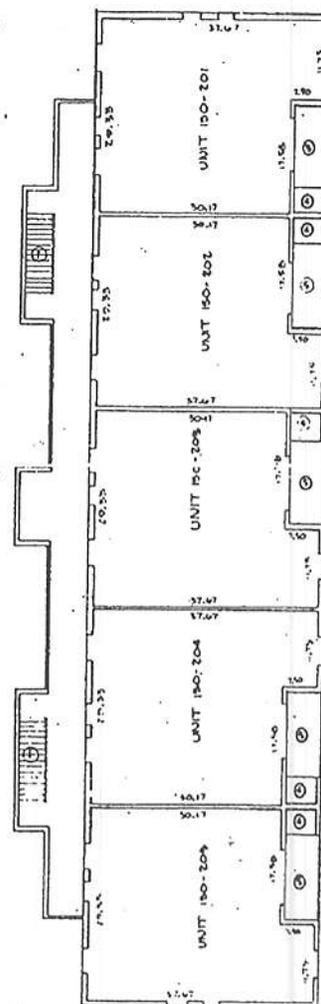
**WALTER A. CORNELL, INC.**

CONSULTING ENGINEERS  
LAND SURVEYORS  
BOCA RATON - FLORIDA

# BANYAN PARK A CONDOMINIUM BUILDING 150



**GROUND FLOOR**



**SECOND FLOOR**

**LEGEND**

- ① STAIRS
- ② METER ROOM
- ③ PATIO
- ④ STORAGE
- ⑤ BALCONY

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ELEVATIONS OF UNITS ARE AS FOLLOWS

	1ST FLOOR	2ND FLOOR
LOWER LIMIT OF UNIT ELEVATION	12.26	24.56
UPPER LIMIT OF UNIT ELEVATION	23.91	34.97

THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM ACTUAL FIELD SURVEYS AND FROM PLANS PREPARED BY ARCHITECTURAL DESIGN UNLIMITED, INC.

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## EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM



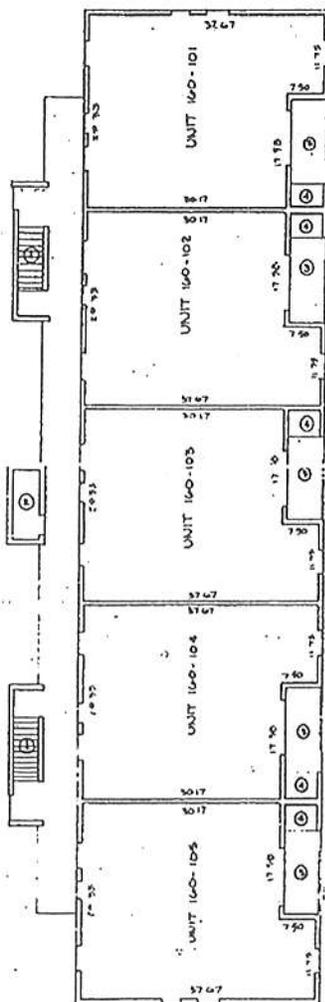
SHEET 6 OF 10



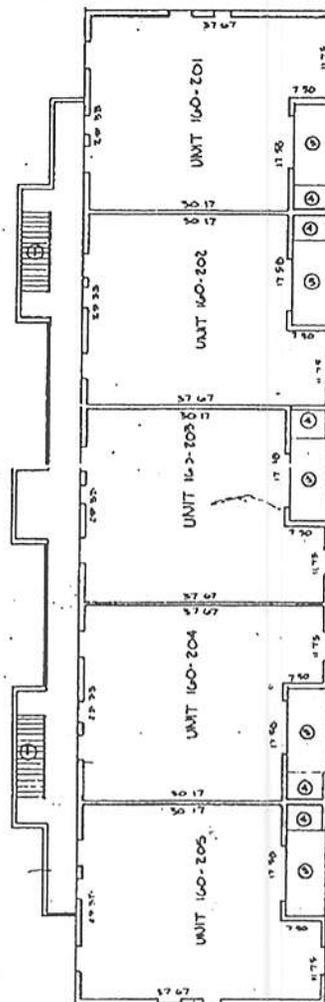
**WALTER A. CORNNELL, INC.**

CONSULTING ENGINEERS  
LAND SURVEYORS  
BOCA RATON - FLORIDA

# BANYAN PARK A CONDOMINIUM BUILDING 160



**GROUND FLOOR**



**SECOND FLOOR**

**LEGEND**

- ① STAIRS
- ② METER ROOM
- ③ PATIO
- ④ STORAGE
- ⑤ BALCONY

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ELEVATIONS OF UNITS ARE AS FOLLOWS

	1ST FLOOR	2ND FLOOR
LOWER LIMIT OF UNIT ELEVATION	17.20	26.02
UPPER LIMIT OF UNIT ELEVATION	25.47	34.34

THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM ACTUAL FIELD SURVEYS AND FROM PLANS PREPARED BY ARCHITECTURAL DESIGN UNLIMITED, INC.

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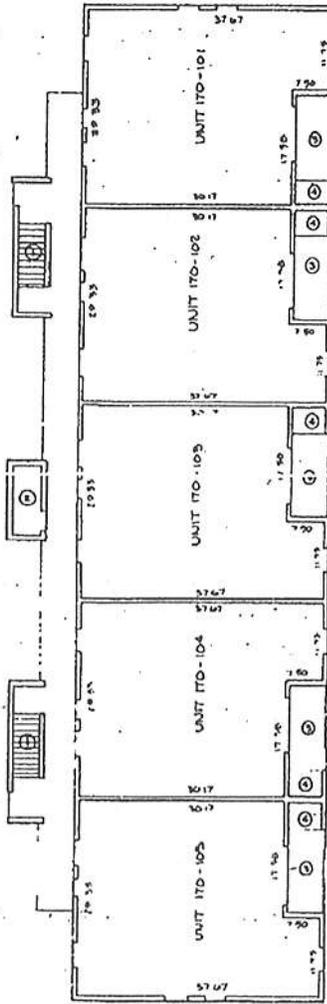
## EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM

SHEET 7 OF 10

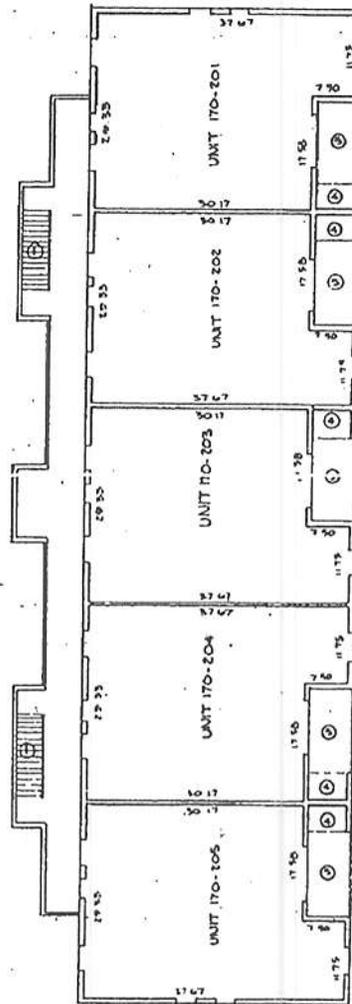
WALTER A. CORNELL,

CONSULTING ENGINEERS  
LAND SURVEYORS  
BOCA RATON - FLORIDA

# BANYAN PARK A CONDOMINIUM BUILDING 170



**GROUND FLOOR**



**SECOND FLOOR**

**LEGEND**

- ① STAIRS
- ② METER ROOM
- ③ PATIO
- ④ STORAGE
- ⑤ BALCONY

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ELEVATIONS OF UNITS ARE AS FOLLOWS

	1ST FLOOR	2ND FLOOR
LOWER LIMIT OF UNIT ELEVATION	17.20	25.54
UPPER LIMIT OF UNIT ELEVATION	25.34	34.11

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B3692 P.1918

## EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM

DATE: 5/1/01  
BOOK: 00-32

SHEET 8 OF 10



WALTER A. CORNELL, INC.

CONSULTING ENGINEERS  
LAND SURVEYORS  
BOCA RATON - FLORIDA

EXHIBIT "A"  
to  
DECLARATION OF CONDOMINIUM OF  
BANYAN PARK

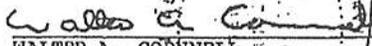
Certificate of Surveyor

I, Walter A. Cornell, of Palm Beach County, Florida, hereby certify that:

1. I am a Professional Land Surveyor, authorized to engage and engaged in the practice of land surveying in the State of Florida as Registered Land Surveyor N° 1757, with an office located at 24 Southeast 4th Street, Boca Raton, Florida 33432.

2. The construction of the improvements, as set forth in the Declaration of Condominium of BANYAN PARK (the "Declaration"), a condominium, is substantially complete so that the survey of the land, a copy of which is sheet N° 1 of the drawings to which this certificate is appended, and the graphic description of the Condominium Property, as shown on the drawings to which this this certificate is appended, being Exhibit A to the Declaration, together with the provisions of the Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of such improvements and so that the identification, location and dimensions of the Common Elements of the Condominium property and of each Unit can be determined from these materials.

Dated March 1, 1982

  
WALTER A. CORNELL  
Registered Land Surveyor N° 1757  
State of Florida

State of Florida  
County of Palm Beach

The forgoing instrument was acknowledged before me March 1, 1982 by Walter A. Cornell.



  
Notary Public, State of Florida  
My Commission Expires: 12/4/85

B3692 P1920

EXHIBIT B

ARTICLES OF INCORPORATION

OF

CONDOMINIUM ASSOCIATION

for

BANYAN PARK, a condominium

B3692 P1921

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BANYAN PARK CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on the 11th day of February, 1982.

The charter number for this corporation is 761821.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 12th day of February 1982.



George Firestone  
Secretary of State

CER 101 Rev. 12-80

83692 R1922

ARTICLES OF INCORPORATION

OF

FEB 11 11 01 AM '02

BANYAN PARK CONDOMINIUM ASSOCIATION, INC.

A Corporation Not For Profit

In order to form a corporation under the laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the corporation shall be:

BANYAN PARK CONDOMINIUM ASSOCIATION, INC. (the "Association").

II.

The purposes and objects of the Association shall be to administer the operation and management of Banyan Park, a Condominium (the "Condominium"), to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon land situated in Palm Beach County, Florida described on Exhibit A attached hereto (the "Land"), and to perform the acts and duties incident to operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the By-Laws of the Association which will be adopted (the "By-Laws"), and the Declaration of Condominium of the Condominium (the "Declaration"), which will be recorded in the Public Records of Palm Beach County, Florida, when the Land, and the improvements constructed thereon, are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the Land, the improvements and such other property, real and/or personal, as may be or become part of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

III.

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Units, Common Elements, and Limited Common Elements in and of the Condominium, as such terms will be defined in the Declaration.

2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium, as will be provided in the Declaration and the By-Laws; including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and manage-

B3692 P.1923

ment of the Condominium and in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, insure, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.

5. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing use of the Condominium which may hereafter be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

7. Delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act to any other person, entity or association.

8. Employ personnel to perform the services required for proper operation of the Condominium

9. Levy fines against the Unit Owners for violation of the rules and regulations adopted for the Condominium and for violations of the Declaration.

#### IV.

The qualification of members, manner of their admission to and termination of membership, and voting by members shall be as follows:

A. The Owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV, hereof.

B. Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law. Membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

D. On all matters on which the membership shall be entitled to vote, there shall be one, and only one, vote for each Unit in the Condominium, which vote may be exercised or cast by the Owner(s) of each Unit in the manner provided in the By-Laws.

Should any member own more than one Unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit, in the manner provided by the By-Laws.

E. Until such time as the Land, and the improvements constructed thereon, are submitted to the condominium form of ownership by recodation of the Declaration in the Public Records of Palm Beach County, Florida, the membership of the Association shall be comprised of the Subscribers to these Articles, each of whom shall be entitled to cast one (1) vote on all matters on which the membership shall be entitled to vote.

V.

The Association shall have perpetual existence.

VI.

The principal office of the Association shall be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

VII.

The affairs of the Association shall be managed by the President of the Association assisted by the Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association. Any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

VIII.

The number of members on the first Board of Directors shall be three (3). The number of members of succeeding Boards of Directors shall be provided for from time to time by the By-Laws, and they shall be elected by the members of the Association at the annual meetings of the membership as provided by the By-Laws. At least a majority of the members of all Boards of Directors shall be members of the Association or shall be authorized representatives, officers or employees of a corporate member of the Association. When Unit owners other than Juno Ocean Club Associates, a joint venture, (the "Developer") own fifteen percent (15%) of the Units that ultimately will be operated 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. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors three (3) years after sales by the Developer have been closed of fifty percent (50%) of the Units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of ninety percent (90%) of the Units that ultimately will be operated by the Association, or when all of the Units that ultimately will be operated by the Association have been completed, and some 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 when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale in the ordinary course of business, whichever shall first occur. The Developer shall have the right to elect all

members of the Board of Directors which Unit Owners other than the Developer are not entitled to elect, as long as the Developer holds for sale in the ordinary course of business any Units in the Condominium; and the Developer shall be entitled to elect not less than 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 (5) percent of the Units. Notwithstanding the foregoing, Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other unit member of the Association. After Unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer.

IX.

The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

X.

The names and addresses of the members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the By-Laws, shall hold office for the first year of the Association's corporate existence, and thereafter until their successors are selected and have qualified, are as follows:

	<u>Name</u>	<u>Address</u>
1.	David L. Smith	3901 North Federal Highway Boca Raton, Florida 33432
2.	Gilbert B. Dickey	3901 North Federal Highway Boca Raton, Florida 33432
3.	Richard A. Masell	3901 North Federal Highway Boca Raton, Florida 33432

XI.

The names and street addresses of the Subscribers to these Articles of Incorporation are as follows:

John H. Patterson	Suite 63 5915 Ponce de Leon Boulevard Coral Gables, Florida 33146
Daniel K. Corbett	Suite 63 5915 Ponce de Leon Boulevard Coral Gables, Florida 33146
George Mencio, Jr.	Suite 63 5915 Ponce de Leon Boulevard Coral Gables, Florida 33146

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XII.

The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the By-Laws, and have qualified, shall be the following:

President and Treasurer	-	David L. Smith
Vice President and Secretary	-	Gilbert B. Dickey
Treasurer	-	Richard A. Masell

XIII.

The original By-Laws of the Association shall be adopted by a majority vote of the Directors to these Articles of Incorporation at a meeting at which a majority of the Directors is present. Thereafter, the By-Laws may be altered or rescinded only by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by members of the Association.

XIV.

Every Director and every officer of the Association shall be indemnified by the Association against all expenses, judgments, fines, and other liabilities, including attorney's fees and appellate attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which said person may be a party, or in which said person may become involved, by reason of being or having been a Director or officer of the Association, whether or not the person is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of gross negligence or willful misconduct in the performance of duties. In the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. The Association shall have the power to purchase and maintain insurance (to the extent permitted by law) on behalf of any director, officer, employee or agent of the Association against any liability asserted or incurred as a result of the person's serving as such director, officer, employee or agent, regardless of whether the Association would have the power to indemnify the person pursuant to this Article XIV.

XV.

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt of the proposed amendment or amendments. It shall be the duty of the Secretary to give each member written notice of

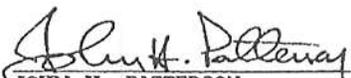
B3692 P1927

such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than fourteen (14) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than three fourths (3/4) of the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary for filing in the office of the Secretary of State of the State of Florida. A certified copy of each amendment of these Articles of Incorporation shall be recorded in the Public Records of Palm Beach County, within thirty (30) days from the date on which it is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of each Board of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

XVI.

The street address of the initial registered office of the Corporation is Room 60, 215 East Lemon Street, Lakeland, Florida 33801 and the name of the initial registered agent at that address is INTRASTATE REGISTERED AGENT CORPORATION.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals this 10th day of February, 1982.

  
 \_\_\_\_\_  
 JOHN H. PATTERSON

  
 \_\_\_\_\_  
 DANIEL K. CORBETT

  
 \_\_\_\_\_  
 GEORGE MENCIO, JR.

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FILED

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF DADE )

FEB 11 11 01 AM '82

DIVISION OF

BEFORE ME, the undersigned authority, personally ap-  
peared JOHN H. PATTERSON, DANIEL K. CORBETT, and GEORGE MENCIO,  
JR. who, being by me first duly sworn on oath, acknowledged that  
they executed the foregoing Articles of Incorporation for the  
purposes therein expressed, this 10th day of February,  
1982.

(Official Seal)



Notary Public, State of Florida

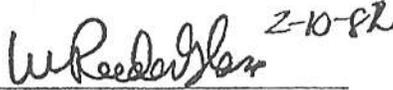
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG 27 1984  
REG. THRU GENERAL INS. UNDERWRITERS

Having been named to accept service of process for  
BANYAN PARK CONDOMINIUM ASSOCIATION, INC. at the place designated  
in the foregoing Articles of Incorporation, we hereby agree to  
act in this capacity and we further agree to comply with the  
provisions of all statutes relative to the complete and proper  
performance of our duties.

INTRASTATE REGISTERED AGENT  
CORPORATION, a Florida  
corporation

By:



W. Reeder Glass,  
Vice President

B3692 P1929

00000000/5339:32  
02/10/82

EXHIBIT C

to

BY-LAWS OF CONDOMINIUM ASSOCIATION

for

BANYAN PARK, a condominium

83692 P1930

BY-LAWS

OF

BANYAN PARK CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY.

A. These are the By-Laws of Banyan Park Condominium Association, Inc. (the "Association"), a Florida corporation not for profit, the Articles of Incorporation (the "Articles") of which were filed in the office of the Secretary of State of Florida on February 11, 1982. The Association has been organized for the purpose of administering the operation and management of Banyan Park, a Condominium (the "Condominium"), established or to be established in accordance with the Florida Condominium Act (the "Act") upon land, situated in Palm Beach County, Florida, described on Exhibit A attached hereto.

B. The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these By-Laws will be annexed, as Exhibits, to the Declaration of Condominium of the Condominium (the "Declaration") which will be recorded in the Public Records of Palm Beach County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

C. All members of the Association and their invitees, including, without limitation, all present or future owners and tenants of dwelling units in the Condominium or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration.

D. The office of the Association shall be at 3901 North Federal Highway, Boca Raton, Florida 33432 or at such other place as may be established by resolution of the Board of Directors.

E. The fiscal year of the Association shall be the calendar year.

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation. An impression of the seal is as follows:

II. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. A quorum at meetings of Members shall consist of persons present in person or by proxy entitled to cast a majority of the votes of the entire membership. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. The vote of the Owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, by one natural person designated by the Owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become

*Deletion of Article 7  
and copy in 9: 2:30 PM*

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vested in more than one natural person, a partnership, or any association of natural persons (except a husband and wife as tenants by the entirety), or a corporation, a trust, or any other entity, the prospective Owner(s) shall, by written instrument acceptable to the Association, signed by all persons and entities who will hold title to the Unit, designate one natural person as the Primary Occupant. The instrument designating the Primary Occupant shall be filed with the Association, and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by all Owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the Owner(s) of such Unit at any meeting of members or in connection with any action concerning which members of the Association shall be required or allowed to vote or otherwise act.

D. Evidence of the approval or disapproval of the Owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such Owner as if in an Association meeting.

E. Except where otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the Owners of a majority of the Units represented in person or by proxy at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the members.

F. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. No persons may be designated to hold more than five proxies.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. The annual meeting of Members shall be held, at the office of the Association or such other place in Palm Beach County, Florida as may be specified in the notice of the meeting, at five o'clock P.M. on the second Wednesday in March of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding business day.

B. Special meetings of Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members owning a majority of the Units, and must be called by such officers upon written petition calling for recall of one or more Directors by the Owners of at least ten (10) percent of the Units in the Condominium.

C. Notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. Each notice shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed by first class mail or delivered personally to each Member. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Proof of mailing shall be given by the affidavit of the person giving the notice. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at, or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. If any meeting of Members cannot be held because a quorum is not

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present, or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. When a meeting is adjourned to another date, time, or place and the date, time, and place to which the meeting is adjourned is announced at the meeting at which the adjournment is taken, no further notice shall be necessary.

D. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting.

E. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (1) Calling of the roll and certifying of proxies;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Reading or waiver of reading of minutes of previous meeting of Members;
- (4) Reports of officers;
- (5) Reports of committees;
- (6) Appointment by Chairman of inspectors of election;
- (7) Election of Directors;
- (8) Unfinished business;
- (9) New business; and
- (10) Adjournment.

#### IV. BOARD OF DIRECTORS.

A. The first Board of Directors shall consist of three (3) persons, who shall be the Subscribers to the Articles; succeeding Boards of Directors shall consist of five (5) persons. At least a majority of each succeeding Board of Directors shall be members of the Association, or shall be authorized representatives, officers or employees of a corporate member of the Association. When Unit Owners other than Banyan Park Associates, Ltd. ("Developer") own fifteen percent (15%) of the Units that ultimately will be operated 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. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors three years after sales by the Developer have been closed of fifty percent (50%) of the Units operated by the Association, or three months after sales have been closed by the Developer of ninety percent (90%) of the Units operated by the Association, or when all of the Units operated by the Association have been completed, and some 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 when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale in the ordinary course of business, whichever shall first occur. The Developer shall have the right to elect or designate, in the manner provided in Paragraph B, Article IV of these By-Laws, the members of the Board of Directors which Unit Owners other than the Developer are not entitled to elect as long as the Developer

B3692 P.1933

holds for sale in the ordinary course of business any Units in a Condominium operated by the Association; and the Developer shall be entitled to elect or designate not less than 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. Notwithstanding the foregoing, Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Unit member of the Association. After Unit Owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer.

B. Directors shall be elected in the following manner:

- (1) Commencing with the election of the first Board to succeed the Board comprised of the Subscribers of the Articles, Developer shall designate that number, and the identity, of the members of the Board which it shall be entitled to designate in accordance with the Articles and these By-Laws. Upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these By-Laws.
- (2) All members of the Board whom Developer shall not be entitled to designate under these By-Laws shall be elected, by a plurality of the votes cast at the annual meeting of the members, immediately following the designation of the members of the Board whom Developer shall be entitled to designate.
- (3) Vacancies on the Board may be filled, to expire on the date of the next annual meeting, by the remaining Directors; except that, should any vacancy in the Board be created in any directorship previously filled by any person designated by Developer, such vacancy shall be filled by Developer designating, by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.
- (4) Until the first Annual Meeting at which all of the Directors are to be elected by Unit Owners other than Developer, the term of office of all Directors shall be one year. At the first Annual Meeting where Unit Owners other than Developer elect all of the Directors, the term of the two Directors receiving the highest plurality of votes of Unit Owners shall be two (2)

*addition by 3D find in 21*

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years. The term of office of the remaining Director(s) shall be one (1) year. At each Annual Meeting thereafter, three Directors shall be elected by plurality of the votes cast. The two directors receiving the highest plurality of votes shall be elected to a term of two (2) years and the third Director shall be elected to a term of one (1) year. Directors shall hold office for the terms to which elected and thereafter until their successors are duly elected, and qualified, or until removed in the manner elsewhere herein provided or as provided by law.

- (5) In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no member or Owner of any Unit may cast more than one vote for any person nominated as a Director; it being the intent hereof that voting for Directors shall be non-cumulative.
- (6) In the event that Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. The organizational meeting of a newly elected or designated Board shall be held within a reasonable time after their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

D. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived. Unit Owners shall have the right to attend all meetings of the Board, but no Unit Owner shall have the right to speak or otherwise participate in the meetings without the permission of the Board.

E. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

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F. Adequate notice of all meetings of the Board shall be posted conspicuously on the condominium property at least 48 hours in advance except in an emergency. Notice of meetings of the Board may be waived only in the event of emergency where circumstances exist which pose such a danger to person or property that prompt action is required. In such event, such notice shall be given as is practical under the circumstances. If an emergency exists, any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

G. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. No member of the Board may vote by proxy or secret ballot at a meeting of the Board, nor may a Director abstain from voting except in cases of conflict of interest. The Board may not act by telephone conference or by written agreement.

H. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

I. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declaration, and shall include, without limitation, the right, power and authority to:

- (1) Make, levy and collect assessments against Members and Members' Units to defray the costs of the Condominium, and to use the proceeds of assessments in the exercise of the powers and duties of the Association;
- (2) Maintain, repair, replace, insure, operate and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of Members;
- (3) Repair and reconstruct improvements after casualty;
- (4) Make and amend rules and regulations governing the use of the property, real and personal, in the Condominium; provided, that such rules and regulations or amendments thereto shall not conflict with the restrictions and limitations which may be proper under the terms of the Articles and Declaration;
- (5) Approve or disapprove proposed purchasers and lessees of Units and to exercise or waive the Association's right of first

*See 2d Am to Bylaws in 25 for change*

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refusal of each proposed sale or lease of a Unit in the manner specified in the Declaration. The President or the Vice President of the Association may, by resolution of the Board, be authorized to approve (but not disapprove) any proposed purchaser or lessee, or to waive (but not to exercise) the Association's right of first refusal, and to execute, on behalf of the Association, appropriate documents to evidence same;

- (6) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration;
- (7) Contract for the management and maintenance of the Condominium and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the Common Elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association;
- (8) Enforce by legal means the provisions of the Articles, these By-Laws, the Declaration and all regulations governing use of property of and in the Condominium hereafter adopted;
- (9) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens;
- (10) Carry insurance for the protection of the members and the Association against casualty and liability;
- (11) Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the Owners of the separate Units;
- (12) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association; and
- (13) Levy fines against the Unit Owners for violations of the rules and regulations adopted for the Condominium and for violations of the Declaration.

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J. The first Board of Directors of the Association shall be comprised of the three (3) Subscribers of the Articles, who shall serve until their successors are designated by Developer or elected at the first annual meeting of the Members. Should any member of the first Board be unable to serve for any reason, Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

K. Directors who have been elected by Unit Owners other than Developer may be removed from office with or without cause in the following manner:

- (1) The Owners of ten percent (10%) of the Units in the Condominium, upon a written petition calling for the recall or removal of one or more of the members of the Board of Directors, may call a special meeting of the Unit Owners for that purpose. Notices shall be given to each Unit Owner in the manner provided in Article III-C hereof.
- (2) The first order of business at the meeting shall be the election of a person to preside over the meeting. The election shall be by vote of the majority of the Unit Owners present at the meeting.
- (3) If the petition calls for the recall or removal of more than one member of the Board of Directors, the questions of removal shall be divided as to each recalled member of the Board of Directors upon the request of any one Unit Owner present at the meeting and eligible to vote.
- (4) Any member of the Board of Directors who is the subject of the recall petition shall be given a reasonable opportunity to speak at the meeting, prior to the vote on the question of removal.
- (5) The vote necessary for removal shall be a majority of all Unit Owners, including those voting by proxy or absentee ballot.
- (6) If any member or members of the Board of Directors is removed at the special meeting, the vacancy(ies) shall be filled by the remaining Directors in the manner provided herein. If all Directors are removed at the special meeting, an election shall be held at the special meeting to fill the vacancies for the remainder of the term or terms of office. The members may for such purpose recess or adjourn the meeting for a period not to exceed thirty (30) days, with a call to reconvene for the purpose of the election at a specific date, time and place.

V. ADDITIONAL PROVISIONS-MEETINGS OF MEMBERS AND DIRECTORS.

Notwithstanding anything contained in these By-Laws to the contrary, any meeting of Members or the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting, or notice of which is properly waived.

## VI. OFFICERS.

A. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

C. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Board.

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominium.

## VII. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the Owner(s) of each Unit, the amount of each assessment against the Owner(s) of each Unit, the due date thereof, all amounts paid, and the balance due upon each assessment.

B. The Board shall adopt, for, and in advance of, each calendar year, a budget conforming to the requirement of the Florida Condominium Act and the Declaration showing the estimated costs of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without

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limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association, reserve accounts as required by the Declaration of Condominium and any other reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the Owner(s) of each Unit and the due date(s) and amounts of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before January 1 of the year for which the budget is made. If any budget is subsequently amended, a copy shall be furnished each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by checks signed by such persons as are designated by the Board.

D. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be mailed or furnished by personal delivery to each Member not later than April 1 of the year following the year for which the report is made. 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.

E. Fidelity bonds shall be required by the Board from all officers, directors, employees and/or agents of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount required by law. The premiums on such bonds shall be paid by the Association. However, bonds shall not be mandatory if the Florida Statutes subsequently do not require them.

*Deleted by 2d Am to  
By-laws - 75  
(See new one) (2)  
Deleted - Am to 4th Amended  
Art 6 added in 91  
by 3d Am 92*

VIII. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles, these By-Laws or the laws of Florida.

IX. AMENDMENTS TO BY-LAWS.

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board, acting upon vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium, whether meeting as Members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give

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each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth; provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the Members.

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than a majority of the Units in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

D. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

E. Notwithstanding the foregoing provisions of this Article IX, no amendment to these By-Laws which shall designate members of each Board of Directors of the Association, as provided in Article IV hereof, may be adopted or become effective without the prior written consent of Developer.

X. RULES AND REGULATIONS.

Rules and Regulations governing the use of the Units and the Common Elements of the Condominium and the conduct of Owners, occupants and guests shall be adopted in the following manner:

A. Initial Rules and Regulations. At its first meeting, the Board of Directors of the Association (all of whom shall have been designated by Developer in accordance with the Articles of Incorporation and these By-Laws) shall adopt an initial set of Rules and Regulations, which, after adoption, shall be annexed to these By-Laws in the form of an Exhibit.

B. Amendment to Rules and Regulations. The Board of Directors may from time to time, by majority vote at a duly called meeting of the Board, modify, amend, add to, or detract from the Rules and Regulations; provided, however, a majority of the Unit Owners present and voting at a meeting of the Members at which a quorum is present may override the Board with respect to any such changes. All changes to the Rules and Regulations made by the Board shall be mailed by first class mail to each Unit Owner not less than thirty (30) days prior to the effective date of the change. No modification, amendment, addition or subtraction to the Rules and Regulations may be adopted by the Board if it would conflict with any provision of the Declaration of Condominium or the other Condominium Documents.

C. Enforcement of Rules and Regulations. All violations of Rules and Regulations or of any provisions of the Condominium Documents (including any rules, regulations, use restrictions or other provisions of the Declaration of Condominium) shall be reported immediately to a member of the Board of Directors, an Association officer and/or the management agent. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of Rules and Regulations or other provisions of the Condominium Documents shall be presented to and determined by the Board of Directors of the Association, whose interpretation and/or whose remedial action shall be dispositive. In the event that any person, firm or entity subject to the Rules and Regulations, or other provisions of the Condominium Documents, fails to abide by them, as they are interpreted by the Board of Directors, they shall be liable to be fined by the Association for each such failure to comply or other violation. Such fine, which shall not exceed \$50.00 for each violation, shall be collected by the

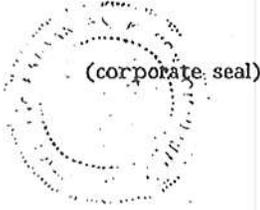
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Association and shall become a part of the Common Surplus of the Condominium. If the Board of Directors of the Association deems it necessary, it may seek all available remedies and may bring action at law or in equity to enforce the Rules and Regulations, or other provisions of the Condominium Documents including the provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall in addition be entitled to recover its costs and attorneys' fees (at the trial level and at all levels of appeal).

We hereby certify that the foregoing were adopted as the By-Laws of Banyan Park 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 24th day of February, 1982.



*David L. Smith*  
\_\_\_\_\_  
David L. Smith Director

*Gilbert B. Dickey*  
\_\_\_\_\_  
Gilbert B. Dickey Director

*Richard A. Masell*  
\_\_\_\_\_  
Richard A. Masell Director

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

JUN-29-1992 03:51pm 92-199987

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FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
BANYAN PARK CONDOMINIUM ASSOCIATION, INC.

Pursuant to the provisions of the Declaration of Condominium for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., concerning amendment thereof, the following FIRST AMENDMENT to the Declaration of Condominium for BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby approved and adopted this 25th day of June, 1992.

WHEREAS, the Declaration of Condominium of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is recorded in O.R. Book 3692, Page 1877 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article VIII of the Declaration of Condominium for BANYAN PARK CONDOMINIUM ASSOCIATION, INC. provides that members owning not less than two-thirds of the units in the Condominium, at a duly convened meeting of the Association, may amend the Declaration of Condominium; and

WHEREAS, members owning no less than two-thirds of the units at Banyan Park have affirmatively voted in favor of this First Amendment to the Declaration of Condominium of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. at a duly convened meeting of the Association which was held on June 25, 1992; and

WHEREAS, said members desire to amend the Declaration of Condominium of BANYAN PARK CONDOMINIUM ASSOCIATION, INC., as hereinafter set forth;

NOW, THEREFORE, the Declaration of Condominium of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby amended as follows:

1. Paragraph A., Section 2, Article VIII of the Declaration of Condominium of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby deleted in its entirety and the following is substituted:

A. 2. Resolution. A Resolution adopting and approving a proposed Amendment shall be proposed, adopted, and approved by the members. Approval of an Amendment shall require the affirmative vote of a majority of the Board of Directors and the affirmative vote of not less than fifty-one percent of the units unless the proposed amendment is one which requires a higher percentage affirmative vote by other provisions of this Declaration or by law.

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

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2. Paragraphs A and C, Article XIII of the Declaration of Condominium of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby deleted in its entirety and the following substituted:

A. Units. Each of the Units shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. No more than two (2) unrelated persons are permitted to reside in a Unit. A single family shall mean either a single person occupying a Unit or two (2) or more persons related by blood, marriage or adoption occupying a Unit and maintaining a common household. A common household shall be deemed to exist if all members thereof have access to all parts of the Unit.

C. Leasing. Upon approval of the Association in the manner elsewhere herein required, Units may be leased. All Lessees shall be bound by all terms and provisions of this Declaration of Condominium, all Rules and Regulations of the Condominium, and all other Condominium documents. No portion of a Unit (other than an entire Unit) may be leased or rented. A Unit Owner who has leased a Unit shall remain fully responsible to the Association for all obligations contained herein. Only two (2) leases for any Unit of no less than Three (3) months duration each are permitted in any twelve (12) month period, and renewal requires the written approval of the Board of Directors. This provision shall apply even when a lessee is required to surrender possession of a Unit pursuant to any action taken by the Board or by The Unit Owner.

3. Paragraph B, Section 1-b. and paragraph D, Article XIV of the Declaration of Condominium of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby deleted in its entirety and the following is substituted:

B. 1. Notice to Association.

b. Lease. A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. Each lease shall contain terms substantially in compliance with the following:

(i) "The Lessee has received copies of the Declaration of Condominium, the Articles of Incorporation, By-Laws of the Association, and any and all Rules and Regulations adopted pursuant thereto and agrees to abide by them."

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

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(ii) "No subletting or assignment of this Lease is permitted."

(iii) "In the event the Lessee breaches any of the terms of the Declaration of Condominium, the Articles of Incorporation, By-Laws of the Association and/or Rules and Regulations and Lessor or Lessee fails to cure the same following thirty (30) days written notice directed to Lessor at the address referenced in this Lease and to Lessee at the property address by certified mail, return receipt requested, then the Banyan Park Condominium Association, Inc. shall be appointed by Lessor as his/her attorney-in-fact in order to enforce such terms or cure such default by actions at law or in equity including, but not limited to, actions at law for damages or eviction, equitable actions for injunctive relief or ejectment or, in lieu thereof or addition thereto, by filing of a lien for damages to the Condominium or Common Elements, costs, including reasonable attorneys' fees, and expenses. The failure to claim a certified letter shall constitute receipt of same. Lessor and Lessee specifically authorize the Banyan Park Condominium Association, Inc. as Lessor's agent and attorney-in-fact to evict Lessee by an action in the County Court in and for Palm Beach County, Florida. In any proceeding resulting from the failure of a Lessee to comply with the terms of the Declaration, the Articles of Incorporation, By-Laws of the Association or any of the Rules or Regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the cost of the proceeding and such reasonable attorneys' fees (at the trial level and all levels of appeal) as may be awarded by the Court. Attorneys' fees and costs awarded to Lessor as a result of any proceeding commenced by the Banyan Park Condominium Association, Inc. on his/her behalf shall be due and payable to the Association and not to the Lessor.

D. Mortgage. A Unit Owner may mortgage his Unit and any interest therein without approval of the Association to an "Institutional Lender", such term shall mean and include banks, life insurance companies, Federal Savings and Loan Associations, and Real Estate Investment Trusts. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

4.Paragraphs B, G and J, Article XVI of the Declaration of Condominium of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby deleted in its entirety and the following is substituted:

B. Time for Payment. The assessment levied against each Unit shall be payable in monthly, quarterly, or such other installments as shall from time to time be lawfully fixed by the Board and shall be due and payable immediately upon their issuance on the date specified therein by the Association.

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

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G. Delinquency or Default. The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. Should the assessment not be paid within ten (10) days from the date of issuance thereof or the date so specified, the Association shall be entitled to assess against the Unit Owner a late fee of Twenty-Five (\$25.00) Dollars to partially compensate the Association for its additional bookkeeping, administration and collection activities with regard to the late assessment payment. All sums, including late fees, unpaid after thirty (30) days from the due date shall bear interest thereon at the rate of eighteen (18%) percent from the date when due until paid. All payments upon account shall first be applied to interest and then to the late charges, and then to the assessment payment first due.

J. Lien for Assessment. The Association is hereby granted a lien upon each unit and its appurtenant undivided interest in Common Elements and upon any exclusive right to use a parking space constituting Limited Common Elements appurtenant to any such Unit, which Lien shall and does secure the monies due for all: (1) assessments levied against the Unit and the Owner(s) thereof; (2) late fees and interest, if any, which may become due on delinquent assessments owing to the Association, and (3) costs and expenses, including a reasonable attorneys fee (at the trial level and through all levels of appeal), which may be incurred by the Association in collection of such assessment or enforcement of its lien upon the Unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for Palm Beach County, and in any suit for the foreclosure of said lien, and the Association shall be entitled to rental from the Owner of any Unit from the date in which the payment of any assessment or installment thereon became delinquent and shall be entitled to the appointment of a Receiver for said Unit. The rental required to be paid shall be equal to the rental charged on comparable type of Units in the County. The lien of the Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the highest rate allowed by law peramen on all such advances made for such purpose. The Association may bring an action at law against the Unit Owner personally obligated to pay same without waiving any claim of lien it may have against the Unit. Each Unit Owner by his acceptance of a deed to his Unit consents to jurisdiction of the Courts of Palm Beach County, Florida and waives any rights of alternative venue or jurisdiction in the event an action is brought against him by the Association for collection of an assessment.

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when received.

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WE HEREBY CERTIFY that the foregoing FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF BANYAN PARK CONDOMINIUM ASSOCIATION, INC. was affirmatively approved by the Members at a duly convened meeting of the Association on June 25, 1992.

*Robert D. DuKate*

Robert D. DuKate, President

(Corporate Seal)

*Mamie J. Kingston*

Mamie J. Kingston, Secretary

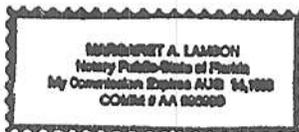
STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Robert D. DuKate, President, and Mamie J. Kingston, Secretary, of BANYAN PARK CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the forgoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Boca Raton, Palm Beach County, Florida, this *25th* day of *June*, 1992.

My Commission expires:

*Margaret A. Lamson*  
NOTARY PUBLIC, STATE OF  
FLORIDA AT LARGE



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

FIRST AMENDMENT TO

BY-LAWS

BANYAN PARK CONDOMINIUM ASSOCIATION, INC.

PURSUANT to the provisions of the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., concerning amendment thereof, the following FIRST AMENDMENT to the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby approved and adopted this 26th day of June, 1984.

WHEREAS, Article IX of the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "By-Laws", provides that members owning no less than a majority of the units at Banyan Park, at a duly convened meeting of the Association, may amend the By-Laws; and

WHEREAS, members owning no less than a majority of the units at BANYAN PARK have affirmatively voted in favor of this FIRST AMENDMENT to the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC. at a duly convened meeting of the Association which was held on June 26, 1984; and

WHEREAS, said members desire to amend the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., as hereinafter set forth.

NOW, THEREFORE, the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. are hereby amended as follows:

1. Paragraph B, Article II of the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., is hereby deleted in its entirety and the following is substituted:

"B. A quorum at meetings of Members shall consist of persons present in person or by proxy entitled to cast one-third (1/3) of the votes of the entire membership. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum."

2. Paragraph C, Article IX of the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., is hereby deleted in its entirety and the following is substituted:

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"C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than one-third (1/3) of the Units in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members."

WE HEREBY CERTIFY that the foregoing FIRST AMENDMENT TO BY-LAWS FOR BANYAN PARK CONDOMINIUM ASSOCIATION, INC. was affirmatively approved by the Members at a duly convened meeting of the Association on June 26, 1984.



*[Signature]*  
EDMUND J. CARRINE President

Attest *[Signature]*  
LYNN D. NOLL Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, EDMUND J. CARRINE, President, and Secretary, LYNN D. NOLL, BANYAN PARK CONDOMINIUM ASSOCIATION, INC., to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Boca Raton, Palm Beach County, Florida, this 26th day of June, A.D., 1984.

My commission expires:

*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAR 16 1986  
BONDED THRU GENERAL IFS, UNDERWRITERS

PREPARED BY/RETURN TO: *E*

JAMES M. PAINTER, P.A. *E* ←  
442 N.W. 35th Street  
Suite 201  
Boca Raton, Florida 33431

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

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SECOND AMENDMENT TO

BY-LAWS

BANYAN PARK CONDOMINIUM ASSOCIATION, INC.

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PURSUANT to the provisions of the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., concerning amendment thereof, the following SECOND AMENDMENT to the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby approved and adopted this 13th day of March, 1985.

WHEREAS, Article IX of the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "By-Laws", provides that members owning no less than a majority of the units at Banyan Park, at a duly convened meeting of the Association, may amend the By-Laws; and

WHEREAS, members owning no less than a majority of the units at BANYAN PARK have affirmatively voted in favor of this SECOND AMENDMENT to the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC. at a duly convened meeting of the Association which was held on March 13, 1985; and

WHEREAS, said members desire to amend the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., as hereinafter set forth.

NOW, THEREFORE, the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. are hereby amended as follows:

1. Sub-paragraph (5), Paragraph I, Article II of the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., is hereby deleted in its entirety and the following is substituted:

(5) Approve or disapprove proposed purchasers and lessees of Units and to exercise or waive the Association's right of first refusal of each proposed sale or lease of a Unit in the manner specified in the Declaration and to require a non-refundable processing transfer fee not to exceed \$50.00, except when the sale or transfer is to another unit owner or when the lease is a renewal of a lease with the same lessee. The President or the Vice-President of the Association, may, by resolution of the Board, be authorized to approve (but not disapprove) any proposed purchaser or lessee, or to waive (but not to exercise) the Association's right of first refusal and to exercise, on behalf of the Association, appropriate documents to evidence same;

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2. Paragraph D, Article VII of the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., is hereby deleted in its entirety and the following is substituted:

D. A review of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be mailed or furnished by personal delivery to each member not later than April 1st of the year following the year for which the report is made. 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.

WE HEREBY CERTIFY that the foregoing SECOND AMENDMENT TO BY-LAWS FOR BANYAN PARK CONDOMINIUM ASSOCIATION, INC. was affirmatively approved by the Members at a duly convened meeting of the Association on March 13, 1985.

*[Handwritten Signature]*  
President

(Corporate Seal)

Attest *Robert D. Duke*  
Secretary/Treasurer

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Ed Carrine, President, and Secretary, Rob DuKate, BANYAN PARK CONDOMINIUM ASSOCIATION, INC., to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

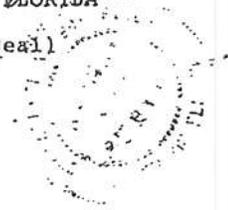
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Boca Raton, Palm Beach County, Florida, this 18 day of June, A.D., 1985.

My commission expires:

*Bernadette K. Bramfield*  
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public, State of Florida at Large  
My Commission Expires February 13, 1987  
Bonded thru Maynard Bonding Agency

(Notary Seal)



PREPARED BY/RETURN TO:

JAMES M. PAINTER, P.A.  
442 N.W. 35th Street  
Suite 201  
Boca Raton, Florida 33431

B4685 P0285

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

MAY-01-1991 22:54pm 91-119984

OFF 6807 Pp 641

THIRD AMENDMENT TOBY-LAWSBANYAN PARK CONDOMINIUM ASSOCIATION, INC.

PURSUANT to the provisions of the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., concerning amendment thereof, the following THIRD AMENDMENT to the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby approved and adopted this 27th day of April, 1991.

WHEREAS, the Declaration of Condominium of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is recorded in O.R. Book 3692, Page 1877 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. are recorded in O.R. Book 3692, Page 1930 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC., were amended by a First Amendment recorded in O.R. Book 4489, Page 526 of the Public Records of Palm Beach County, Florida and by a Second Amendment to By-Laws recorded in O.R. Book 4685, Page 284 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article IX of the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., as amended, provides that members owning not less than one-third of the units in the Condominium, at a duly convened meeting of the Association, may amend the By-Laws; and

WHEREAS, members owning no less than one-third of the units at Banyan Park have affirmatively voted in favor of this Third Amendment to the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. at a duly convened meeting of the Association which was held

APP 6807 Pg 642

on April 17, 1991; and

WHEREAS, said members desire to amend the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC., as hereinafter set forth;

NOW, THEREFORE, the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. are hereby amended as follows:

1. Paragraph B, Article II of the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby deleted in its entirety and the following is substituted:

B. A quorum at meetings of Members shall consist of persons present in person or by proxy entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

2. Paragraph A, Article III of the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby deleted in its entirety and the following is substituted:

A. Provided that the Association has business to conduct, the annual meeting of Members shall be held, at the office of the Association or such other place in Palm Beach County, Florida as may be specified in the notice of the meeting, at a time and date in March of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members.

3. Sub-Paragraph (4) of Paragraph B, Article IV of the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby deleted in its entirety and the following is substituted:

(4) Until the first Annual Meeting at which all of the Directors are to be elected by Unit Owners other than Developer, the term of office of all Directors shall be one year. At the first Annual Meeting where Unit Owners

099 6.207 P: 643

other than Developer elect all of the Directors, the term of the two Directors receiving the highest plurality of votes of Unit Owners shall be two (2) years. The term of office of the remaining Directors' shall be one (1) year. At each Annual Meeting thereafter, five (5) Directors shall be elected by plurality of the votes cast. The Directors shall be elected to a term of two (2) years. Directors shall hold office for the terms to which elected and thereafter until their successors are duly elected, and qualified, or until removed in the manner elsewhere herein provided or as provided by law.

4. Sub-Paragraph (13), Paragraph I, Article IV of the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby deleted in its entirety and the following is substituted:

(13) Levy fines against the Unit Owner, or its occupant, licensee or invitee for failure to comply with any provision of the Declaration of Condominium, By-Laws of the Association, or Rules and Regulations.

5. Paragraph F is hereby added to Article VII of the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. and shall read in its entirety as follows:

F. All bids for services to be rendered to the Condominium or products to be acquired by the Association for the Condominium which have a total purchase or contract price in excess of Twenty-two thousand (\$22,000) Dollars shall be submitted in accordance with the following requirements:

(1) A minimum of three (3) bids must be received by the Association for each of the products, services, repairs or improvements to be done, accomplished or purchased by the Association for the benefit of the Condominium and its members.

(2) Each bid shall be written, sealed and meet uniform specifications established or approved by the Board of Directors.

(3) Each bid must delineate each and every of the Directors or members of the Association who are or have been within the five (5) year period immediately preceding the date of such bid, employees, officers, directors or shareholders of the firm or company submitting such bid.

(4) The bids shall remain sealed and may not be

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opened until the meeting of the Board at which time the bids shall be accepted or rejected. Adequate notice of such meeting shall be posted in accordance with Article IV F. The bid to be accepted must be approved by a majority of the quorum present; however, recurring expenses require unanimous approval of the quorum present. Recurring expenses are expenses which will be incurred pursuant to the terms of the bid for a minimum of two (2) successive years or where the duration of the contract is greater than one (1) year.

6. Paragraph C, Article IX of the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC., is hereby deleted in its entirety and the following is substituted:

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than a majority of the Units in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

7. Paragraph C, Article X of the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC., is hereby deleted in its entirety and the following is substituted:

C. Enforcement of Rules and Regulations. All violations of Rules and Regulations or of any provisions of the Condominium Documents (including any rules, regulations, use restrictions or other provisions of the Declaration of Condominium) shall be reported immediately to a member of the Board of Directors, an Association officer and/or the management agent. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of Rules and Regulations or other provisions of the Condominium Documents shall be presented to and determined by the Board of Directors of the Association, whose interpretation and/or whose remedial action shall be dispositive. In the event that any Unit Owner or his/her occupant, licensee or invitee fails to abide by any of

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the provisions of the Declaration of Condominium, By-Laws of the Association or Rules and Regulations, as they are interpreted by the Board of Directors, they shall be liable to be fined by the Association or each such failure to comply or other violation. Such fine, which shall not exceed \$50.00 for each violation, shall be collected by the Association and shall become a part of the Common Surplus of the Condominium.

Fines not paid when due shall bear interest at the rate of eighteen (18%) percent per annum. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Declaration, By-Laws, or Rules and Regulations which have allegedly been violated; and
- (3) A short and plain statement of the matters asserted by the Association.

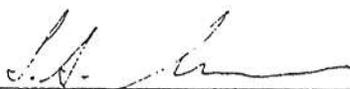
The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

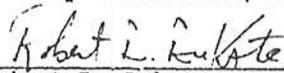
If the Board of Directors of the Association deems it necessary it may seek all available remedies and may bring an action at law or in equity to enforce the Rules and Regulations, or other provisions of the Condominium Documents including the provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall in addition be entitled to recover its costs and attorneys' fees (at the trial level and at all levels of appeal).

WE HEREBY CERTIFY that the foregoing THIRD AMENDMENT TO BY-LAWS OF BANYAN PARK CONDOMINIUM ASSOCIATION, INC. was affirmatively approved by the Members at a duly convened meeting of the Association on April 17, 1991.

GRE 6807 Pg 646

(Corporate Seal)

  
 \_\_\_\_\_  
 Stanley Szalkowski, President

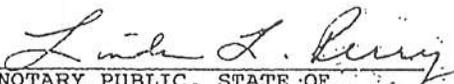
  
 \_\_\_\_\_  
 Robert D. Dukate, Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Stanley Szalkowski, President, and Robert D. Dukate, Secretary, of BANYAN PARK CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Boca Raton, Palm Beach County, Florida, this 27<sup>th</sup> day of April, 1991.

My commission expires:

  
 \_\_\_\_\_  
 NOTARY PUBLIC, STATE OF  
 FLORIDA AT LARGE

Instrument Prepared By:

The Law Offices of Glenn M. Mednick, P.A.  
1300 North Federal Highway, Suite 107  
Boca Raton, FL 33432

Please return to the above.

C:\wp51\banyan\amend.chd

JUN-29-1992 03:51PM 92-199986

GR 7301 Pg 1417

*See Correlated 1/2*

FOURTH AMENDMENT TO  
BY-LAWS

BANYAN PARK CONDOMINIUM ASSOCIATION, INC.

Pursuant to the provisions of the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., concerning amendment thereof, the following FOURTH AMENDMENT to the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby approved and adopted this 25th day of June, 1992.

WHEREAS, the Declaration of Condominium of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is recorded in O.R. Book 3692, Page 1877 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. are recorded in O.R. Book 3692, Page 1930 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC., were amended by a First Amendment recorded in O.R. Book 4489, Page 526 of the Public Records of Palm Beach County, Florida and by a Second Amendment to By-Laws recorded in O.R. Book 4685, Page 284 of the Public Records of Palm Beach County, Florida and by a Third Amendment recorded in O.R. Book \_\_\_\_\_, Page \_\_\_\_ of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article IX of the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., as amended, provides that members owning not less than one-third of the units in the Condominium, at a duly convened meeting of the Association, may amend the By-Laws; and

WHEREAS, members owning no less than one third of the units at Banyan Park have affirmatively voted in favor of this Fourth Amendment to the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. at a duly convened meeting of the Association which was held on June 25, 1992; and

WHEREAS, said members desire to amend the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC., as hereinafter set forth;

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

ORE 7301 Pg 1418

NOW, THEREFORE, the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. are hereby amended as follows:

1. Paragraph D, Article VII of the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. is hereby deleted in its entirety and the following is substituted:

D. A Compilation of the accounts of the Association shall be made annually by a Certified Public Accountant. 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.

WE HEREBY CERTIFY that the foregoing FOURTH AMENDMENT TO BY-LAWS OF BANYAN PARK CONDOMINIUM ASSOCIATION, INC. was affirmatively approved by the Members at a duly convened meeting of the Association on June 25, 1992.

*Robert D. DuKate*

Robert D. DuKate, President

(Corporate Seal)

*Mamie J. Kingston*

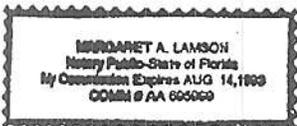
Mamie J. Kingston, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Robert D. DuKate, President, and Mamie J. Kingston, Secretary, of BANYAN PARK CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the forgoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Boca Raton, Palm Beach County, Florida, this 25th day of June, 1992.

My Commission expires:



*Margaret A. Lamson*  
NOTARY PUBLIC, STATE OF  
FLORIDA AT LARGE

2

RECORD VERIFIED  
PALM BEACH COUNTY FLA  
CLERK CIRCUIT COURT

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

DEC-28-1992 08:58am 92-393285

ORB 7529 Pg 1

**CORRECTIVE FOURTH AMENDMENT TO  
BY-LAWS OF BANYAN PARK CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. was recorded in Official Records Book 3692 at Page 1877 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. are recorded in Official Records Book 3692 at Page 1930 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. were amended by a First Amendment recorded in Official Records Book 4489 at Page 526 of the Public Records of Palm Beach County, Florida; by Second Amendment to the By-Laws recorded in Official Records Book 4685 at page 284 of the Public Records of Palm Beach County, Florida; and by a Third Amendment recorded in Official Records Book 6807 at Page 641 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article 9 of the By-Laws for BANYAN PARK CONDOMINIUM ASSOCIATION, INC., as amended, provides that members owning not less than a majority of the units in the Condominium, at a duly convened meeting of the Association, may amend the By-Laws; and

WHEREAS, the Fourth Amendment to the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. filed on June 29, 1992 and recorded in Official Records Book 7301 at Page 1417 stated that the approval of one-third (1/3) of the units in the Condominium was necessary to amend the By-Laws and that the approval of one-third (1/3) of the units in the Condominium was received; and

WHEREAS, a majority of unit owners actually approved the Fourth Amendment to the By-Laws recorded on June 29, 1992.

NOW, THEREFORE, the Fourth Amendment to the By-Laws of BANYAN PARK CONDOMINIUM ASSOCIATION, INC. recorded on June 29, 1992 in Official Records Book 7301 at Page 1417 is hereby corrected and made consistent with the majority vote actually received for the approval of the Fourth Amendment. Article 7(d) shall remain as amended on June 29, 1992 in Official Records Book 7301 at Page 1417 and as is restated herein:

**AMENDMENT TO ARTICLE 7, SECTION (d)  
OF THE BY-LAWS OF  
BANYAN PARK CONDOMINIUM ASSOCIATION, INC.**

d. A compilation of the accounts of the Association shall be made annually by a certified public accountant. The report shall show the amounts of receipts by accounts and receipt

ORB 7529 Pg 2

classifications and shall show the amounts of expenses by accounts and expense classifications.

WITNESS my signature hereto this 17th day of December, 1992, at Boca Raton, Palm Beach County, Florida.

BANYAN PARK CONDOMINIUM ASSOCIATION, INC.

Suzanna Porter  
Witness  
Suzanna Porter  
(PRINT NAME)

By: Robert D. Duke  
President

Cherie Rosenber Attest: [Signature]  
Witness  
CHERIE ROSENBERG  
(PRINT NAME) Secretary

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 17th day of December 1992, by Robert D. Duke and Edmund J. Carrine, as \_\_\_\_\_, respectively, of Banyan Park Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced Drivers License as identification and did take an oath.

Margaret A. Lamson (Signature)  
Margaret A. Lamson (Print Name)  
Notary Public, State of Florida at Large



**BANYAN PARK CONDOMINIUM ASSOCIATION, INC.**

c/o Properly Managed  
7491 N. Federal Hwy.  
Suite C-5, Box 246  
Boca Raton, FL 33487

Dec. 5, 2016

**Re: Banyan Park Condominium Association, Inc.  
/Notice of Opt-Out Vote to Forego Retrofitting**

Dear Fellow Owners:

As you may be aware, on November 16, 2016 a majority vote of the membership voted to forego retrofitting of the required fire sprinkler system within the individual units pursuant to Florida Statutes §718.112(2)(1) (2016). Enclosed is a copy of the Notice of Opt-Out Vote to Forego Retrofitting ("Notice"). The Notice is being sent to you in accordance with Florida Statutes §718.112(2)(1) (2016).

You are required to provide a copy of the Notice to any new owner before closing on your unit, and to any tenant or lessee before signing a lease.

Please keep the Notice as part of your Association records, and insure that you comply with the provisions of Florida Statutes §718.112(2)(1) (2016) by providing a copy of the Notice to any new owner before closing on your unit, and to any tenant or lessee before signing a lease.

Very truly yours,

Board of Directors

Enclosure

**BANYAN PARK CONDOMINIUM ASSOCIATION, INC.**

c/o Properly Managed  
7491 N. Federal Hwy.  
Suite C-5, Box 246  
Boca Raton, FL 33487

**NOTICE OF OPT-OUT VOTE TO FOREGO RETROFITTING**

Pursuant to Florida Statutes §718.112(2)(l) (2016), please take notice that Banyan Park Condominium Association, Inc. has voted to forego retrofitting of the required fire sprinkler system within the individual units. The required vote of the membership has been obtained to approve this action.

**PURSUANT TO FLORIDA STATUTE §718.112(2)(l), A COPY OF THIS NOTICE MUST BE PROVIDED BY THE CURRENT OWNER TO A NEW OWNER BEFORE CLOSING AND BY A UNIT OWNER TO A RENTER BEFORE SIGNING A LEASE.**

DATED this 5<sup>TH</sup> day of DEC., 2016.

  
Shirley Chiri, President

This Instrument Prepared by  
and PLEASE RETURN TO:

Ilisa L. Carlton, Esq.  
Gelfand & Arpe, P.A.  
1555 Palm Beach Lakes Blvd.  
Suite 1220  
West Palm Beach, Florida 33401-2329

(561)655-6224

**CERTIFICATE OF FIRE SPRINKLER SYSTEM RETROFITTING OPT-OUT VOTE  
FOR BANYAN PARK CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED of BANYAN PARK CONDOMINIUM ASSOCIATION, INC.,  
c/o Mary Geiser, Property Manager, 170 NW 70th Street, Unit 13, Boca Raton, FL 33487,  
certify and attest that an Opt-Out vote to forego retrofitting of the required fire sprinkler system  
within the condominium building has been obtained as set forth in Exhibit "A" attached, by  
either limited proxy or by a ballot personally cast at a duly called membership meeting held on  
November 16, 2016 and such vote has been passed by at least a majority of all voting interests in  
the condominium, the vote being: 53 yes; and, 0 no. The Declaration of Condominium of  
BANYAN PARK is recorded in Official Records Book 3692, at Page 1877, of the Public  
Records of Palm Beach County, Florida.

Dated this 9 day of Dec., 2016.

Witnessed by:

BANYAN PARK CONDOMINIUM  
ASSOCIATION, INC.

Signature here [Signature]  
Print name here Guest Member

By: [Signature]  
Shirley Chiri, President

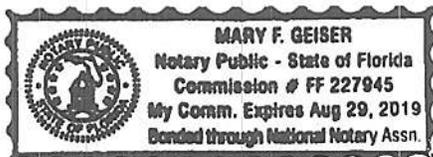
Signature here [Signature]  
Print name here WHIT HARNER

By: [Signature]  
Barbara Svec, Secretary

STATE OF FLORIDA )  
                                  )  
COUNTY OF PALM BEACH )

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 9 day of Dec., 2016 by Shirley  
Chiri and Barbara Svec, the President and Secretary, respectively of BANYAN PARK CONDOMINIUM  
ASSOCIATION, INC., who are personally known to me or who have produced  
\_\_\_\_\_ as identification and who did not take an oath.



Signature here [Signature]  
Print name here MARY F. GEISER  
Notary Public, State of Florida  
Serial Number:  
My commission expires:

**BANYAN PARK CONDOMINIUM ASSOCIATION, INC.**

c/o Properly Managed  
7491 N. Federal Hwy.  
Suite C-5, Box 246  
Boca Raton, FL 33487

**NOTICE OF OPT-OUT VOTE TO FOREGO RETROFITTING**

Pursuant to Florida Statutes §718.112(2)(l) (2016), please take notice that Banyan Park Condominium Association, Inc. has voted to forego retrofitting of the required fire sprinkler system within the individual units. The required vote of the membership has been obtained to approve this action.

**PURSUANT TO FLORIDA STATUTE §718.112(2)(l), A COPY OF THIS NOTICE MUST BE PROVIDED BY THE CURRENT OWNER TO A NEW OWNER BEFORE CLOSING AND BY A UNIT OWNER TO A RENTER BEFORE SIGNING A LEASE.**

DATED this 5<sup>TH</sup> day of DEC., 2016.

  
Shirley Chiri, President

**BANYAN PARK CONDOMINIUM ASSOCIATION, INC.  
AFFIDAVIT OF SHIRLEY CHIRI PROVIDING  
EVIDENCE OF COMPLIANCE WITH NOTICE REQUIREMENTS  
FOR OPT-OUT SPRINKLER VOTE**

STATE OF FLORIDA            :  
  SS  
COUNTY OF PALM BEACH :

BEFORE ME, the undersigned authority, personally appeared Shirley Chiri, who, being duly sworn, deposes and says:

1. My name is Shirley Chiri and I am the President of Banyan Park Condominium Association, Inc. ("Condominium Association"). I am over the age of eighteen. This Affidavit is made from my personal knowledge.

2. The Condominium Association mailed or hand-delivered to each member written notice of the November 16, 2016 Special Members' Meeting, on Oct. 16, 2016 which is at least fourteen days before the membership meeting in which the vote to forego retrofitting of the required fire sprinkler system took place.

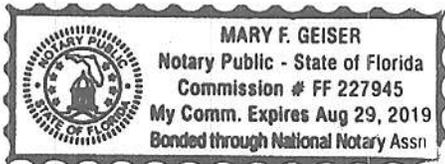
3. On December 5, 2016, the Condominium Association's Notice of Opt-Out Vote was provided to each member at the member's address as it appears on the books of the Condominium Association in conformance with the By-Laws of Banyan Park Condominium Association, Inc.

FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_  
Shirley Chiri

STATE OF FLORIDA        )  
                                  )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 9 day of Dec., 2016 by Shirley Chiri, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath that the matters contained therein were true and correct.



PRINT NAME: \_\_\_\_\_

Notary Public, State of Florida  
Serial Number:  
My commission expires:

