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This instrument was prepared by:  
**MARK D. FRIEDMAN, ESQ.**  
Becker & Poliakoff, P.A.  
625 North Flagler Drive -- 7<sup>th</sup> Floor  
West Palm Beach, FL 33401  
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM FOR  
CONDOMINIUM 14 OF THE MARINA AT THE BLUFFS, A CONDOMINIUM**

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WHEREAS, the Declaration of Condominium for Condominium 14 of The Marina at the Bluffs, A Condominium, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 4555 at Page 1409; and

WHEREAS, at a duly called and noticed meeting of the membership of The Marina at the Bluffs Condominium Association, Inc., a Florida not-for-profit corporation, held on February 24, 2016, the aforementioned Declaration of Condominium was amended and restated pursuant to the provisions of the Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following Amended and Restated Declaration of Condominium is a true and correct copy of the Amended and Restated Declaration of Condominium adopted by the membership at the above-referenced meeting of the membership of the Association, and that the attached Amended and Restated Declaration of Condominium replaces the original Declaration of Condominium recorded in the official records book and at the page identified above for the aforementioned condominium. All of the exhibits to the original recorded Declaration of Condominium which are otherwise referenced in or attached to the attached Amended and Restated Declaration of Condominium remain intact and unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof. Further, the blank in Paragraph 1.3 of the Amended and Restated Declaration of Condominium shall include the numerical designation of the condominium in The Marina at the Bluffs as delineated above and as set forth in the above-described original Declaration of Condominium; and the blank at the top of the first page of the Amended and Restated Declaration of Condominium shall include the recording information from the original Declaration of Condominium for the aforementioned condominium.

**SEE ATTACHED  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR  
THE MARINA AT THE BLUFFS CONDOMINIUMS**

\* \* \* \* \*

*[Signature page to follow]*

WITNESS my signature hereto this 12 day of April, 2016, at Jupiter, Palm Beach County, Florida.

THE MARINA AT THE BLUFFS  
CONDOMINIUM ASSOCIATION, INC.

D. Kathryn Horton  
Witness

D. KATHRYN HORTON  
(PRINT NAME)

By: [Signature]

Eddie J. Jordan Pres.

[Signature]  
Witness

Rocky Villanueva  
(PRINT NAME)

Attest [Signature]  
CAROL ENNIS, SECRETARY

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

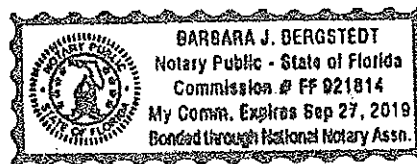
The foregoing instrument was acknowledged before me this 12 day of April, 2016, by Eddie Horton and Carol Ennis, as President and Secretary, respectively, of The Marina at the Bluffs Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.

[Signature]  
**BARBARA J. BERGSTEDT**

(Signature)

(Print Name)

Notary Public, State of Florida at Large



This instrument was prepared by:  
Kenneth S. Direktor, Esquire  
Becker & Poliakoff, P.A.  
625 North Flagler Drive 7<sup>th</sup> Floor  
West Palm Beach, FL 33401

**AMENDED AND RESTATED**

**DECLARATION OF CONDOMINIUM**

**OF**

**CONDOMINIUM \_\_\_\_\_ OF THE MARINA AT THE BLUFFS, A CONDOMINIUM**

**NOTE:** This document is a substantial rewording of the Declaration of Condominium executed by Developer on \_\_\_\_\_, recorded on \_\_\_\_\_, at Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Palm Beach County, as amended to this date (hereinafter the "Original Declaration"), except that all Exhibits to the Original Declaration which are not otherwise referenced herein or attached hereto remain unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof.

**1. INTRODUCTION AND SUBMISSION.**

- 1.1 The Land. The real property comprising this condominium located in Palm Beach County, Florida, is more particularly described in Exhibit "A" to the Original Declaration. The foregoing shall hereinafter be referred to as the "Land".
- 1.2 Submission Statement. The Developer submitted the Land and all improvements thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act.
- 1.3 Name. The name by which this condominium is to be identified is CONDOMINIUM \_\_\_\_\_ OF THE MARINA AT THE BLUFFS, A CONDOMINIUM (hereinafter called the "Condominium").

2. **DEFINITIONS.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- 2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it may be amended from time to time, and all references herein to the Act shall mean and refer to the Act as amended from time to time, whether or not so stated.
- 2.2 "Articles" or "Articles of Incorporation" mean the Amended and Restated Articles of Incorporation of the Association, as amended from time to time.
- 2.3 "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
- 2.4 "Association" or "Condominium Association" means THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium.
- 2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members, which includes, without limitation, all Recreation Areas within the Marina at the Bluffs community, as identified in the Recreational Covenants Agreement.
- 2.6 "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association.
- 2.7 "Building" means the structure situated on the Condominium Property in which the Units are located.
- 2.8 "By-Laws" mean the Amended and Restated By-Laws of the Association, as they are amended from time to time.
- 2.9 "Committee" means a group of Board members, Unit Owners or Board members and Unit Owners appointed by the Board or the President to make recommendations to the Board regarding a proposed annual budget or otherwise to take action on behalf of or make recommendations to the Board.
- 2.10 "Common Elements" means and includes the portions of the Condominium Property which are not included in the Units or Association Property, as defined herein.
- 2.11 "Common Expenses" means: (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance,

operation, protection, repair or replacement of Common Elements and Association Property, as well as those portions of the Units for which the Association is responsible; (3) expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws; (4) any valid charge against the Association or against the Condominium Property; (5) the costs of carrying out the powers and duties of the Association; and (6) all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Florida Statute, Section 718.115. Common expenses also include all reserves required by the Act or otherwise established by the Board, insurance for directors and officers, road maintenance and operation expenses, in-house communications, security services, and pest control services to the Units, Common Elements and Association Property, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Condominium or Association Property. The cost of communications services as defined in Chapter 202, Florida Statutes, information services, or internet service obtained pursuant to a bulk contract shall also be a Common Expense, but shall be allocated on a per Unit basis, and shall not include any other separate obligations of individual Unit Owners.

- 2.12 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association which exceeds Common Expenses.
- 2.13 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.14 "Condominium Property" means the lands, leaseholds, improvements and other personal property submitted to Condominium ownership by the Original Declaration, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.15 "County" means the County of Palm Beach, State of Florida.
- 2.16 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.17 "Developer" means the entity identified in the Original Declaration as Developer.

- 2.18 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium or Association Property, including, but not limited to, the Buildings.
- 2.19 "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Unit, including any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America; or (ii) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Unit; or (iii) any "Secondary Mortgage Market Institution" including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon Units.
- 2.20 "Legal Fees" mean (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (b) court costs through and including all trial and appellate levels and post-judgment proceedings.
- 2.21 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided. Any portion of the Condominium Property for which the Unit Owners are responsible for maintenance, repair or replacement under Section 7 of this Declaration which is not located within the Unit boundaries, as defined in Section 3.5 of this Declaration, shall be Limited Common Elements.
- 2.22 "Member" means an Owner who, or which, is a member of the Association.
- 2.23 "Recreation Area Expenses" means the taxes, insurance, utility expenses, maintenance and other monetary expenses generally arising from ownership and operation of the "Recreation Areas" (as defined in the Recreational Covenants Agreement), which expenses are more specifically

described in the Recreational Covenants Agreement, and which are part of the Common Expenses of the Marina Bluffs Condominiums.

- 2.24 "Recreational Covenants Agreement" means the document recorded in Official Records Book 4486, Page 1028, of the Public Records of Palm Beach County, Florida, by which certain lands and improvements are burdened with certain covenants, restrictions and easements for the benefit of the Association and the Unit Owners.
- 2.25 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- 2.26 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of a Unit.
- 2.27 "Utility Services" as used in the Condominium Act and construed with reference to this Condominium and as used in this Declaration, the Articles of Incorporation and By-Laws shall include, but not be limited to, electric power, gas, water, heating, air-conditioning, cable television, sprinkler, irrigation, drainage, sewage and garbage disposal.

### 3. DESCRIPTION OF CONDOMINIUM.

- 3.1 General Description of the Condominium. The Improvements included in the Condominium are described on the "Survey" (as hereinafter defined) and include a five-story, residential, multi-family apartment building ("Building"). The Condominium contains thirty (30) Units, each of which is identified by a three digit Arabic number (e.g. "201") and is so referred to herein and in the Exhibits attached to the Original Declaration. No Unit in the Building bears the same numeral as any other Unit in the Building.
- 3.2 General Description of the Development. The Marina at the Bluffs Condominiums are located in the Town of Jupiter, Palm Beach County, Florida. Marina Bluffs Condominiums include, in the aggregate, twenty-two (22) apartment buildings containing a total of six hundred sixty (660) Units. Each apartment building was submitted to condominium ownership as a separate Marina at the Bluffs Condominium by the recording of a Declaration for that particular building and appurtenances. It should be also conclusively presumed, that for the purpose of sharing in Common Expenses and sharing in ownership of Common Surplus, that the Common Elements appurtenant to each Condominium are equal. As set forth in the Recreational Covenants Agreement, Developer set aside certain land areas and constructed certain improvements thereon for the use of Unit Owners in all of the Marina Bluffs Condominiums ("Recreation Areas"). The

Association owns the Recreation Areas. As set forth in the Recreational Covenants Agreement, easements have been established across, over, under and upon the "Residential Property" (as that term is defined in the Recreational Covenants Agreement), including the Condominium Property of each Marina at the Bluffs Condominium and the Recreation Areas and other Association Property, in order to provide a means of ingress and egress, and for other purposes for the convenience and benefit of Members of the Association, their family members, guests, licensees and invitees.

3.3 Survey and Plot Plans of Condominium Property.

- (a) Annexed as Exhibit B to the Original Declaration is a survey of the Land, a graphic description of the Improvements in which the Units are located, a site plan, and a description of Unit Dimensions (all of which are herein referred to as the "Survey"). The Survey shows and identifies thereon the Common Elements and each Unit and its relative location and approximate dimensions. There is attached to the Survey and made a part hereof a certificate of a surveyor, prepared, signed and in conformance with the requirements of Section 718.104(4) of the Act.
- (b) There are reflected on the Survey certain areas designated for parking ("Parking Spaces"). Certain of the Parking Spaces (Unit Owner Parking Space(s)) are reserved for the exclusive use of Unit Owners. The Unit Owner Parking Spaces shall be assigned as set forth in Section 3.5 hereof. The remainder of the Parking Spaces will be guest parking ("Guest Parking Spaces"). Unit Owner Parking Spaces and Guest Parking Spaces may be used only by Unit Owners and their family members, invitees, licensees and guests under such rules and regulations ("Rules and Regulations") as may be promulgated from time to time by the Board.

3.4 Unit Boundaries. Each Unit includes that part of the Building containing the Unit that lies within the boundaries of the Unit as follows:

- (a) The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
  - (i) Upper Boundaries: The horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
  - (ii) Lower Boundaries: The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.



- (iii) Interior Divisions: No part of the nonstructural interior walls shall be considered a boundary of the Unit.
  - (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other, and with the upper and lower boundaries.
  - (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior unfinished surfaces of such aperture, including all framework thereof. Exterior surfaces made of glass or other transparent material, and all framings and casings therefor, shall be included in the boundaries of the Unit.
  - (d) Exceptions. In cases not specifically covered above, or in any case of conflict or ambiguity, the survey of the Units shall control in determining the boundaries of the Unit.
- 3.5 Limited Common Elements. Limited Common elements shall mean and comprise that portion of the Common Elements assigned or reserved for the exclusive use of a particular Unit or Units as an appurtenance thereto, and as set forth in Section 2.21 above. The "Survey" for the Condominium depicts Parking Spaces located within the Condominium Property. These Parking Spaces shall be used, assigned and reassigned in accordance with the provisions of this Section 3.5. The exclusive right to use a Parking Space shall be an appurtenance to the Unit to which it is assigned.
- (a) Developer assigned the use of a particular Parking Space to a particular Unit at the time the Unit is originally acquired from Developer. The assignment of use was made by describing the particular Parking Space by reference thereto in a document entitled "Assignment of Use of Parking Space" which was delivered at the same time as the Special Warranty Deed to the Unit. The Association maintains a book ("Book") for the purpose of listing each assignee of each Parking Space and the transfers thereof. Upon assignment of such Parking Space by Developer, Developer caused the Association to record its transfer in the Book, and the Unit to which its use is assigned shall have the exclusive right to the use thereof. The use of the Parking Space shall thereupon be appurtenant to said Unit and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Unit. Upon conveyance or passing of title to the Unit to which the

said assignment of use of Parking Space has been made, the Unit Owner making the conveyance of title shall execute a notice of transfer to the Association which shall thereupon cause to be executed in the name of the grantee or transferee of such Unit a new document entitled "Assignment of Use of Parking Space" and record the transfer in the Book.

- (b) The Assignment of Use of Parking Space shall be a written instrument signed by any two (2) officers of the Association which shall describe the Parking Space, the use of which is to be assigned, the name of the transferee and the transferee's Unit number, which shall thereupon be recorded in the Book.
- (c) In the event any Parking Spaces have not been assigned to the use of any particular Unit, such Parking Spaces may be assigned, or used on such terms and conditions as the Board may from time to time determine; provided that a portion of the Parking Spaces shall always be kept for providing guest parking.
- (d) After the Initial Assignment, the exclusive use of Parking Space(s) may not be reassigned or transferred except in connection with the transfer of title to the Unit to which such Parking Space(s) is appurtenant as hereinbefore provided. Notwithstanding the foregoing, however, Parking Space(s) may be temporarily reassigned with the express written consent of the Unit Owner(s) whose Parking Space(s) are being reassigned and the consent of the Board of Directors, provided that all such transfers automatically terminate when title to the Unit from which the assignment was made is transferred, regardless of any agreement between the assignor and assignee to the contrary.
- (d) Notwithstanding any provision herein contained to the contrary, there shall always be at least one (1) Parking Space appurtenant to each Condominium Unit and no transfer shall be made which shall result in a Condominium Parcel having less than one (1) Parking Space appurtenant thereto.
- (e) No trailer, boat, van, camper, truck or commercial vehicle shall be permitted on any portion of the Condominium Property, except for trucks furnishing goods and services and except as the Association may designate from time to time in its Rules and Regulations. The term "Commercial vehicle" includes, without limitation, any vehicle, including permitted vehicles, showing or displaying any commercial, charitable or institutional (e.g., church or school) markings, signs,

displays or otherwise indicating a commercial or other non-personal use or a vehicle used for commercial purposes (markings and symbols installed at the factory by the vehicle's manufacturer are excluded as are license plate frames, bumper stickers placed on the rear bumper of vehicles, and decals for communities or businesses which identify the vehicle as belonging to that community or organization). The term "Commercial Vehicle" shall exclude law enforcement vehicles notwithstanding such vehicle's markings.

Notwithstanding the foregoing, passenger vans are permitted. Such vans must have windows on all body panels, not be utilized for commercial purposes, and contain no commercial lettering or signage. The maximum permissible vehicle length may be set forth in the Rules and Regulations promulgated by the Board of Directors from time to time, however, the permitted length in such rule may never be less than the length of the parking space as measured from the parking stop to the end of the painted lines of the parking space.

While engaged in making deliveries or service calls, or if being utilized by Association employees, trucks and other commercial vehicles may be parked in designated areas, but not overnight.

All vehicles parked on the property contrary to the provisions contained herein or in separately published rules and regulations shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

Notwithstanding anything herein to the contrary, no vehicle or other device shall be permitted to park on Condominium property for other than delivery or service call purposes, if its dimensions exceed the dimensions of the parking space assigned or designated.

The Board may adopt and amend additional rules and regulations regarding the issuance and display of decals to identify residents' or guests' vehicles.

- 3.6 Easements. Subject to the Association's authority to suspend use rights hereunder and under the Act, the following easements are hereby created (in addition to any easements created under the Act):
- (a) Perpetual Nonexclusive Easement. Subject to Section 18.4 of this Declaration, the Common Elements and Association Property shall be, and the same are hereby declared to be subject to a perpetual easement in favor of all of the Owners of Units in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Unit Owners.
  - (b) Settlement or Movement of Improvements. In the event that any Unit shall encroach upon any Common Elements for any reason not caused by the purposeful or negligent act of the Unit Owner or Owners or agents of such Owner or Owners, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment upon the Common Elements for so long as such encroachment shall naturally exist; and, in the event that any portions of the Common Elements shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the Common Elements into any Unit for so long as such encroachment shall naturally exist.
  - (c) Air Space. The Owner of each Unit shall have an exclusive easement for the use of the air space occupied by said Unit as it exists at any particular time and said Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
  - (d) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium and Association Property as may be required from time to time for utility, cable television and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provisions of such utility or other services or drainage facilities or the use of these easements. Drainage systems on the Condominium and Association Property, if any, shall be maintained continuously in good condition by the Condominium Association and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.

- (e) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portion of the Common Elements and Association Property as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portion of the Common Elements or Association Property as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways. The Unit Owners in each Marina at the Bluffs Condominium shall have the right to use and enjoy the walks and other rights-of-way comprising a portion of the Common Elements within each such Marina at the Bluffs Condominium and the Association Property, and each Declaration shall provide appropriate easement provisions to effectuate this plan. The walks and other rights-of-way in this Condominium as shown on the Survey attached to the Original Declaration or hereafter located within the Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same and, pursuant to the Recreational Covenants Agreement, to the Recreation Areas and to public ways, including dedicated streets, which easement is created in favor of all the Unit Owners in the Condominium and Owners of Units in all Marina at the Bluffs Condominiums now or hereafter existing for their use and for the use of their family members, guests, invitees or licensees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish Rules and Regulations governing the use and enjoyment of the Common Elements and Association Property, and all easements over and upon same. Notwithstanding anything to the contrary contained in this paragraph, the easements described and set forth in this paragraph are intended to comply with Section 718.104(4) of the Act. Inasmuch as the Condominium constitutes a part of Marina at the Bluffs Condominiums, the Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the balance of Marina at the Bluffs Condominiums and the Owner or Owners of any portions thereof, their family members, guests, invitees or licensees, the Association, and such appropriate utility and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by the Association to and from all portions of Marina at the Bluffs Condominiums for

ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto. Association hereby reserves unto itself, its successors, assigns, designees and nominees, the right to impose upon the Common Elements and Association Property henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as the Board deems to be in the best interests of and necessary and proper for the Condominium and the balance of the Marina at the Bluffs Condominiums.

- (f) Maintenance Easement. The Association shall have an easement to enter a Unit for the maintenance, repair and replacement of the Common Elements. Such access to a Unit shall be with notice to the Unit Owner or other occupant, if practicable, and only during reasonable hours, except that access may be had at any time in case of emergency.
- (g) Notwithstanding anything herein to the contrary, any easements with the adjacent marina, known as The Bluffs Marina Association, Inc, (as the name may be changed from time to time), its successors and assigns, its board of directors, or officers, or with any member or individual using the marina, must be approved by the affirmative vote of seventy-five percent (75%) of the eligible voting interests of the Association.

- 3.7 Association. The Association shall be the Condominium Association responsible for the operation of each Marina at the Bluffs Condominium as well as the Recreation Areas. Each Unit Owner in each of the Marina at the Bluffs Condominiums shall be a member of the Association as provided in the Condominium Documents.

#### 4. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and, except as elsewhere provided herein to the contrary, the exclusive right to use all appropriate appurtenant Limited Common Elements shall not be separated from the Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and

Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. **OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.**

5.1 Percentage Ownership and Shares. Each Unit shall have, as an appurtenance thereto, an equal undivided percentage interest in the Common Elements and an equal percentage share of the Common Expenses and Common Surplus.

5.2 Voting. An Owner or Owners of a Unit shall collectively be entitled to one (1) vote.

5.3 Membership In Association. Each Unit shall have, as an appurtenance thereto, a membership in the Association and in the funds and assets of the Association.

6. **AMENDMENTS.** Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:

6.1 Notice. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

6.2 A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than a majority of the voting interests of the Association at a membership meeting at which a quorum is established, or by written agreement provided a quorum participates.

6.3 Proviso. Provided, however, that no amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of the parcel shares the Common Expenses

and owns the Common Surplus unless the record Owner of the Unit and all record owners of liens on it join in the execution of the amendment, and unless all the record Owners of all other Units approved the amendment.

- 6.4 Notwithstanding anything to the contrary in any provision of this Declaration of Condominium, upon the completion of the construction of balconies on the building containing the Units, the Board of Directors may amend this Declaration, by a vote of a majority of the entire Board, without the necessity of a vote of the Unit Owners, to specifically designate all such balconies as limited common elements appurtenant to the units to which they are attached. Such amendment(s) may also address the maintenance obligations for such balconies.

**7. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY.**

- 7.1 Units. All maintenance, repairs and replacements of, in or to any Unit, as defined in Section 3.4 hereof, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The foregoing responsibility of the Unit Owner includes, but is not limited to, all electrical and plumbing fixtures, shower pans, lines, pipes, outlets, wiring and connections within or serving only that Unit, appliances, carpets and all other floor, wall and ceiling coverings, all interior surfaces, the heating and air-conditioning equipment (wherever situated), and everything else within the boundaries of the Unit except to the extent the Association is specifically responsible therefore under Section 7.3 below. The Unit Owner shall also maintain, repair and replace, at his, her or its sole cost and expense, all portions of any hurricane protection that the Unit Owner may install, upon prior written approval of the Association, including such portion of the Common Elements, if any, to which the hurricane protection is attached, which cost and expense shall also include the cost and expense of removal and/or reinstallation by the Association of the hurricane protection if necessary or required in order for the Association to discharge its obligations hereunder, except painting the exterior surfaces of the shutters, which shall be performed by the Association at Common Expense.

7.2 Specific Unit Owner Responsibilities.

- (a) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of any portions of the air-conditioning and heating systems serving only his or her particular Unit, including, but not limited to, filters, the compressor, condenser, motor, fan, air handler, discharge lines, and all related parts, without



regard to whether such items are located within the boundaries of the Units, except as provided in Section 7.3 below. Notwithstanding the foregoing, the Association may enter into a service contract for all air conditioning and heating systems serving any portion of the Condominium Property, with the cost of the service contract being paid for at Common Expense, provided, however, that each individual Owner shall be responsible for any maintenance, repair or replacement not covered by the service contract.

- (b) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of all exterior screens. Without limiting the generality of the foregoing, no Unit Owner may decorate, alter or modify exterior screens, doors, or windows or the framework in any manner whatsoever. As to the exterior doors, Unit owners are responsible to paint the interior side of all Unit doors and shall be responsible for all door locks (interior and exterior), door knobs or opening mechanisms (interior and exterior) and any operating or locking mechanisms within the door. All door knobs, opening mechanisms and locks visible from the exterior must conform in style, color and appearance as approved by the Board of Directors from time to time.
- (c) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair, and replacement of all fans, stoves, hot water heaters, refrigerators, sinks, toilets, tubs, showers, shower pans, or other appliances or equipment, including any fixtures and/or their connections required to provide Utility Service to his Unit.
- (d) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement the circuit breaker box within or serving the unit and all electrical lines, conduits or fixtures running from the circuit breaker box into the Unit up to and including the fixtures or outlets within the Unit.
- (e) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of the main shut-off valves within or serving the Unit and all plumbing lines, conduits or fixtures running from the main shut-off valve into the Unit up to and including the fixtures or outlets within the unit and all drain lines within or serving the Unit up to the point the drain line connects to the common line, except and excluding those drain lines which are located, in whole or in part, within a load bearing wall or load bearing slab.

- (f) Maintenance and upkeep of the interior areas of any balcony, terrace or patio shall be the exclusive responsibility of the Owner of the Unit to which that balcony, terrace or patio is attached pursuant to Section 3.5 hereinabove.
- (g) Unit Owners shall promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.
- (h) All maintenance, repair or replacement for which the Units Owners are responsible shall be performed by contractors with appropriate licensure and insurance. The Board of Directors may set standards for appropriate levels of insurance and may require proof of licensure, insurance and the procurement of any required permits before permitting a contractor on the Condominium Property. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors hereunder until such approval has been granted in the manner required herein. Notwithstanding the foregoing, a Unit Owner or Tenant may have work performed in their unit without prior approval of the Board to prevent or minimize damage to their Unit, when there are electrical issues, including but not limited to a power outage affecting only the individual unit or issues with electrical wiring which may become an immediate danger to persons or property; plumbing issues, including but not limited to water leaking within the unit or plumbing which is backing up into the unit; failure of air conditioning and heating systems, and/or failure of appliances including but not limited to stoves, ovens, microwaves, refrigerators. The Unit Owner or Tenant must notify the Board as soon as practicable after the action is taken, but no later than the next business day.
- (i) All floors in all Units, except bathrooms, kitchens and foyer, shall be carpeted or covered with a hard surface, in accordance with rules promulgated by the Association, so as to abate the noise which may be created and transmitted to the Unit or Common Elements of the Condominium lying below. All hard surfaces must have approved noise abatement. In the event the Board of Directors determines that any noise is being transmitted to another Unit or to Common Elements and that such noise is unreasonable, then the Owner of such Unit shall, at his expense, take such steps as shall be necessary to abate such noise to the satisfaction of the Board.

7.3 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are

made available therefor, the Association shall be responsible, at common expense, for:

- (a) All maintenance, repairs and replacements in or to the Common Elements, Limited Common Elements and Association Property;
- (b) All portions of the Condominium (except interior wall surfaces of Units) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, chasing and load bearing railings, walls or columns, or boundary walls of Units;
- (c) All fixtures on the exterior of the Buildings (except as otherwise specifically provided in this Declaration);
- (d) All floor and ceiling slabs, including, but not limited to, the slabs of all terraces and balconies;
- (e) All conduits, chases, chase areas, ducts, plumbing, air-conditioning (not including any compressor, air handler or other components identified in Section 7.2[a] above which serve only one particular Unit);
- (f) Wiring and other facilities for the furnishing of Utility Services which are contained in the aforementioned portions of the Condominium;
- (g) All electrical lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the circuit breaker box within or serving the Unit;
- (h) All plumbing lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the main shut off valve within or serving the Unit, and only those drain lines located in whole or in part within a concrete slab or load bearing wall;
- (i) All air conditioning supply pipes, return pipes and ball valves serving the Common Elements and the Units, as well as the air conditioning riser pipes;
- (j) All other utilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained;
- (k) All property owned by the Association;

- (l) Except for damage caused by the negligent or intentional acts of the Unit owner, tenant or their family members, guests and invitees, which shall be the Unit Owners responsibility to repair or replace at his or her own expense, the Association shall be responsible for the maintenance, repair and replacement of all entry doors to Units, except for door locks, door knobs, operating mechanisms and mechanisms within the door. The painting of the exterior surfaces of all Unit entry doors and exterior window frames;
- (m) Except for damage caused by the negligent or intentional acts of the Unit owner, tenant or their family members, guests and invitees, which shall be the Unit Owners responsibility to repair or replace at his or her own expense, the Association shall be responsible for the maintenance, repair and replacement of all windows serving a Unit, including, without limitation, all frames, locks and operating mechanisms appurtenant thereto, as well as trim and caulking.
- (n) All incidental damage caused to a Unit by such work up to a maximum of \$1,000.00 per unit (unless caused by negligent or intentional misconduct for which the Association is responsible, in which case no limitation shall apply).

The Association's aforementioned responsibilities shall not apply to the extent such maintenance, repair or replacement arises from or is necessitated by the negligence, misuse or neglect of one or more Unit Owners, their families, tenants, guests or invitees, in which case such cost and expense shall be paid solely by such Unit Owners, and shall be enforceable in the same manner as any Assessment under Section 12 hereof, including, but not limited to, by recordation and foreclosure of a claim of lien against the Unit.

8. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO COMMON ELEMENTS OR ASSOCIATION PROPERTY BY THE ASSOCIATION.**

- 8.1 Alterations related to the common elements of this Condominium. No portion of the Common Elements and Association Property of this Condominium may be subject to any additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) which involve a Common Expense in excess of two percent (2%) of the annual budget for this Condominium then in effect for Common Expenses, including operating expenses and reserves, for any individual addition, alteration or improvement, or in excess of five percent (5%) percent of the annual budget for this Condominium then in effect, including operating expenses and reserves, for all additions, alterations or improvements undertaken within a

fiscal year, unless such additions, alteration or improvements have been approved by not less than two-thirds (2/3) of the voting interests of this Condominium, at a membership meeting at which a quorum is established, or by written agreement. Any additions, alterations or improvements to the Common Elements or Association Property of this Condominium, or any part thereof, involving a Common Expense of less than the two percent (2%) and five percent (5%) thresholds described above, may be approved by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property of this Condominium undertaken by the Association shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners of this Condominium accordingly.

- 8.2 Alterations related to the Common Elements or Association property outside of the footprint of any particular Condominium. No portion of the Common Elements and Association Property (used by all members of the Association) may be subject to any additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) which involve a Common Expense in excess of two percent (2%) of the annual budget for the Association, then in effect for Common Expenses, including operating expenses and reserves, for any individual addition, alteration or improvement, or in excess of five percent (5%) percent of the annual budget for the Association then in effect, including operating expenses and reserves, for all additions, alterations or improvements undertaken within a fiscal year, unless such additions, alteration or improvements have been approved by not less than a majority of voting interests of the Association at a membership meeting at which a quorum is established, or by written agreement provided a quorum participates. Any additions, alterations or improvements to the Common Elements or Association Property, or any part thereof, involving a Common Expense of less than the two percent (2%) and five percent (5%) thresholds described above, may be approved by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property undertaken by the Association shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners throughout the Association accordingly.

9. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY BY UNIT OWNER.

- 9.1 Prohibited Alterations. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements or Association Property.

- 9.2 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Unit or to the Limited Common Elements appurtenant to his or her Unit which is structural in nature, or which impacts the Common Elements in any way, including, but not limited to, any work which involves piercing the Unit boundary, which changes the appearance of any portion of the exterior of the Building, which relocates, modifies or installs new electrical, plumbing, telephone or any such utility line, or which requires the issuance of a permit from a governmental or regulatory authority or agency, without the prior written consent of the Board of Directors. Any and all requests for electrical, mechanical or structural additions, alterations or improvements must be in writing and must be submitted to the Association with plans prepared and sealed by the appropriate professional (i.e., architect, engineer, etc.). The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after receipt of such request and all sealed plans or thirty (30) days after receipt of any additional information requested by the Board within thirty (30) days of receipt of the initial request. Failure to respond within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, which may not be waived by the Association under any circumstances, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and all future owners of the Unit, and their heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, its Board members, officers and employees, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, replacement and insurance for such additions, alterations or improvements from and after the date of installation or construction thereof as may be required by the Association, and shall also be responsible for all costs associated with removal and reinstallation of same when necessary, in the discretion of the Board of Directors, in connection with the Association's performance of its maintenance obligations under this Declaration. The Board may impose the requirements set forth in Paragraph 7.2(h) above and may require the execution of a covenant to run with the Unit to memorialize the application, approval, conditions of approval and future obligations of the Unit Owner and may condition its approval of any addition, alteration or improvement

hereunder upon the preparation, execution and recording of such a covenant at the Unit Owner's expense.

- 9.3 Additional Unit Owner Responsibility for Alterations and Additions. Any modifications, installations, or additions made by a Unit Owner shall be the financial responsibility of the Unit Owner and his or her grantees, heirs, successors and assigns and any future Owners of the Unit, including, but not limited to, insurance, maintenance, repair, and replacement of the modifications, installations or additions, regardless of whether the modification, installation or addition was installed by the current or a former Unit Owner. Any modifications, installations or additions made by a Unit Owner may be removed by the Association at the expense of the Owner in connection with the Association's discharge of its obligations under this Section. In such cases, if the Association advances the cost of removal and/or re-installation of such improvements, the Unit Owner who installed the alteration, addition, or improvement (and/or his or her successors in title) shall be obligated to reimburse the Association for any costs incurred by the Association in connection with the removal and/or re-installation of the alteration, addition or improvement, with said obligation being secured by a lien enforceable in the same manner as a lien for Common Expenses as provided in Section 12 herein below. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or re-installation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

10. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.

- 10.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Amended and Restated By-Laws and Amended and Restated Articles of Incorporation of the Association (respectively, Exhibits "A" and "B" annexed hereto), as amended from time to time. In addition, the Association shall have (i) all the common law and statutory powers of a corporation not for profit and for profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the By-Laws or the Act; (ii) the powers and duties set forth in the Act; as well as (iii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements,

Association Property, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or at any time as necessary to prevent damage to the Common Elements, Association Property, or to a Unit or Units. Unit Owners shall be required to provide the Association with a key for access to the Unit for the foregoing purposes. If the Owner fails to provide a key that provides access to the Unit, the Association shall not be liable for any damage caused to the Unit or to the Unit Owner's property as a result of the Association gaining access to the Unit or any delay in gaining such access, and the Unit Owner shall be liable for any costs incurred by the Association in obtaining access. The Unit Owner shall be given advanced notice of any non-emergency access.

- (b) The power to make and collect regular and special Assessments and other charges against Unit Owners and to regulate, administer, convey, lease, maintain, repair and replace the Common Elements and Association Property. Notwithstanding the foregoing powers, any lease of the Common Elements or Association property to the marina facility which is directly adjacent to the Condominium Property, or to the marina facility's officers, directors, or boaters using the facility, must be approved by seventy-five percent (75%) of all of the eligible voting interests of the Association.
- (c) The power to acquire or convey title to real property (excluding Units in the Condominium which may be acquired or conveyed upon approval of the Board)) and to mortgage real property upon the approval of seventy-five percent (75%) of all the eligible voting interests of the Association either at a meeting or by written agreement.
- (d) The power to purchase Units in the Condominium and to hold, lease, mortgage or sell a Unit so acquired, subject to the limitations thereon in the Articles of Incorporation on the manner in which Units may be acquired.
- (e) The power to acquire, sell or mortgage personal property and to hold, regulate, administer, lease, maintain, repair, and replace same.
- (f) The right to grant, modify or move easements which are part of or cross the Common Elements or Association Property.
- (g) The duty to maintain official records according to good accounting practices, and the requirements of the Condominium Act, as same may be amended from time to time.



- (h) The power to contract for the management and maintenance of the Condominium and Association Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, maintenance, repair and replacement of those portions of the Condominium Property for which the Association is obligated or authorized to provide same and such other management functions as the Board of Directors may delegate with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, subject to the limitation on mortgaging Association real property set forth in Paragraph (c) of this Article 10.1.
- (j) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Units, the Common Elements, Association Property and the Condominium Property.
- (k) The power to lease and/or charge a fee for the exclusive use of Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner being granted a right to such exclusive use.
- (l) All of the powers which a corporation not for profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association and the terms and provisions of this Declaration, or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 10.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium or Association Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant hereto. Further, the Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.
- 10.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 10.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting or vote by written agreement, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 10.5 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association under the Declaration, Articles of Incorporation or By-Laws shall be given or taken by the Board of Directors, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

11. **DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS THEREFOR.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses and allocate and

assess such Assessments among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Additionally, the Board of Directors may levy special assessments when determined by the Board of Directors to be necessary. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

## **12. COLLECTION OF ASSESSMENTS.**

12.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments and other charges coming due while that person is the Unit Owner. Except as provided in Section 12.4 below, the Unit Owner shall also be jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided herein and in the Act, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by the abandonment of the Unit for which the Assessments are made or otherwise.

12.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act, on Assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Act. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. The lien shall have such priority as may be provided in the Act. All claims of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the

due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due at the time a claim of lien is recorded, as well as all regular and Special Assessments which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorney's fees incurred by the Association incident to the collection and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid, the Association may declare the Assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 12.7 below.

- 12.3 Assignment of Rents. The Association is hereby granted a lien against any rents derived from the Unit which shall have the same priority as the Association's lien for unpaid assessments against the Unit. Except to the extent limited by the Act, the lien on any rentals derived from the Unit shall be enforceable by the delivery of written notice to the owner and the tenant demanding the payment of the rents, provided, however, that no such demand may be made unless and until the owner is delinquent in the payment of any Assessment or other charge due and payable to the Association by the Unit Owner under this Declaration.
- 12.4 Institutional First Mortgagee. An Institutional First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the Institutional First Mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the Institutional First Mortgagee's liability is limited to the maximum amount set forth in the Act. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of

foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

- 12.5 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the Certificate.
- 12.6 Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Board of Directors. Special assessments shall be payable on such terms as may be established by the Board.
- 12.7 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board may accelerate the remaining installments of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice.
- 12.8 Set Off. Any funds due and payable by the Association to a Unit Owner under this Declaration of Condominium, the Articles of Incorporation or the By-Laws, or under the Act, shall be subject to a right of set-off for any amounts due and owing to the Association by the Unit Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.
13. INSURANCE. Insurance covering portions of the Condominium Property shall be governed by the following provisions (other than title insurance):
  - 13.1 Authority to Purchase; Named Insured. The Association shall purchase such insurance policies upon the Condominium and Association Property as shall be required by the Act. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense, as well as all other real and personal property located within the boundaries of the Unit which is excluded from the coverage to be provided by the Association as set forth in the Act, which policies shall provide that the coverage afforded thereunder is excess over the amount recoverable

under any other policy covering the same property and which shall be without rights of subrogation against the Association.

13.2 Coverage.

- (a) Casualty. All Buildings and Improvements upon the Condominium Property shall be insured in an amount equal to the maximum insurable replacement value, excluding the foundation and excavation costs, as determined annually by the Board of Directors. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by the Act. All personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. In the event any steam boiler or gas heater is utilized or maintained on the Condominium or Association Property, explosion insurance (including the amount thereof) and the insurance company issuing same, shall be subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of first mortgages against Units in the Condominium. Coverage shall afford protection against:
  - (i) Loss or damage by wind, fire and other hazards covered by a standard extended coverage endorsement; and
  - (ii) Such other risks as, from time to time, shall be customarily covered with respect to buildings similar in construction, location and use as the Building on the Land, including but not limited to, vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the insured property or adjoining driveways and walkways, or any work, matters or things related to the insured property, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice-versa; such coverage shall be in such amounts as shall be required by the Board of Directors of the Association, but with combined single limit of not less than One Million Dollars

(\$1,000,000.00) for each person, accident or occurrence, and Fifty Thousand Dollars (\$50,000.00) property damage.

- (c) Workmen's Compensation Insurance to meet the requirements of law.
- (d) Casualty Insurance, Liability Insurance, Workmen's Compensation and Other Mandatory Insurance, when applicable, regarding the Improvements and Buildings, as well as such other insurance on said property as the Board of Directors of the Association shall determine from time to time to be necessary or desirable.
- (e) Flood Insurance, if required by Institutional Mortgagees, or if the Association so elects.
- (f) Fidelity Insurance covering all Directors, Officers and employees of the Association and managing agents who handle Association funds, if any.
- (g) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be necessary or desirable.

Where appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have an issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association, or by one (1) or more Unit Owners.

- 13.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one (1) or more Units or their appurtenances or of the Common Elements by particular Unit Owners shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 13.4 Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated in this

instrument and for the benefit of the Unit Owners and their mortgagees in the following shares:

- (a) Common Elements or Association Property. Proceeds on account of damage to Common Elements: an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit. Proceeds on account of damage to Association Property: an undivided equal share for each Member of the Association.
- (b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:
  - (i) When the Building is to be Restored. For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association;
  - (ii) When the Building is Not to be Restored. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.
- (c) Mortgagee. In the event a mortgage endorsement has been issued as to a Unit, the original policy of which shall be held for the mortgagee, the share of the Unit Owner as their interests may appear shall be held in trust for the Unit Owner and any mortgagee; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

13.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Owners in the following manner:

- (a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds which remain after defraying such costs shall be retained by the Association as common surplus.



- (b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

13.6 Association as Agent. The Association is hereby irrevocably appointed agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium or Association Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of such claims.

14. RECONSTRUCTION OR REPAIR AFTER CASUALTY. This provision shall apply to the reconstruction and repair of any portion of the Condominium Property damaged by casualty.

14.1 Determination to Reconstruct or Repair. If any part of the Condominium or Association Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- (a) Common Elements and Association Property. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated. If the damaged property is Association Property, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that all condominiums shall be terminated. This provision shall not preclude the Owners from exercising the rights provided in paragraph (c) of this subsection 14.1.
- (b) Building. The Unit Owners may vote not to reconstruct or repair the Condominium and Association Property after casualty and terminate the Condominium as provided in the Act.
- (c) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Buildings or Improvements, portions of which are attached hereto as exhibits; or if not, then according to plans and

specifications approved in the manner required in Section 8 of the Declaration.

- (d) Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.
- (e) Responsibility for Reconstruction and Allocation of Expenses. The responsibility for reconstruction and the allocation of reconstruction expenses shall be as set forth in the Act.

## 15. CONDEMNATION.

- 15.1 Deposit of Awards with Association. The taking of portions of the Condominium or Association Property by the exercise of the power of eminent domain may, in the discretion of the Board of Directors, be deemed to be a casualty, and the awards for that taking may be deemed to be proceeds from insurance on account of the casualty and may be deposited in the manner provided for insurance proceeds. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.
- 15.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 15.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be

disbursed in the manner provided for disbursement of funds after a casualty, or as elsewhere specifically provided herein.

15.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion and discretion of the Board), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Owner of the Unit. The Association shall have the right to collect and enforce any Assessment for such costs and charges in the manner provided in accordance in Section 12 of this Declaration for the enforcement of Assessments.
- (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, if a mortgagee endorsement has been submitted to the Association, the remittance being made payable jointly to the Owner and such mortgagees in the manner provided in such mortgagee endorsement.
- (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the allocated percentage in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Unit shall be reduced by multiplying such allocated percentage by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall be restated as follows:
  - (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
  - (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

15.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion and discretion of the Board), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Payment of Award. The awards shall be paid first to any Institutional First Mortgagees who have submitted a mortgagee endorsement to the Association in amounts sufficient to pay off their mortgages in connection with each Unit which is made uninhabitable; second, to the Association for any unpaid Assessments and other charges; and third, jointly to the affected Unit Owners and other mortgagees of their Units who have submitted a mortgagee endorsement to the Association.
- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required in Section 8 hereof.
- (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Units. This shall be effected by restating the shares of continuing Unit Owners as follows:
  - (i) Add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Section 15.4(c) hereof (the "Percentage Balance"); and
  - (ii) Divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Section 15.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

- (d) Assessments. If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as provided above) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

15.6 Taking of Common Elements or Association Property. Awards for the taking of Common Elements or Association Property shall be used to render the remaining portion of the Common Elements or Association Property usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required by Section 8 hereof. The balance of the awards for the taking of Common Elements or Association Property, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements or in equal share to all Members of the Association for any award for a taking of Association Property, after adjustments to these shares are effected pursuant hereto by reason of the taking or applied by the Association to other Assessments, in the discretion of the Board. If the Board determines to distribute the surplus and there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit who have submitted a mortgagee endorsement to the Association.

15.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium to be approved by, and executed upon the direction of, a majority of the Board.

16. OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

16.1 Occupancy. Each Unit shall be used as a single family residence only, except as otherwise herein expressly provided. As used herein, "single family" or words of similar import shall be deemed to include up to two (2) natural persons who are married or up to two (2) natural persons who are not related by blood, marriage or adoption living together as a single

housekeeping unit, their children, grandchildren, parents, mothers-in-law or fathers-in-law, and the spouses of the aforementioned family members. The Board of Directors may make and amend rules pertaining to the number of persons who may occupy a Unit, such rules to be based upon non-discriminatory factors, including, but not limited to, the square footage of the bedrooms, the square footage of the Units and shared amenities within the Units, the shared amenities and facilities on the Common Elements and Association Property, and the living standards in the surrounding community.

Under no circumstances may any Unit be used for any business purpose which would cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use.

A guest shall be considered any occupant who is not a Unit Owner or approved tenant. There shall be no time limitation on guest occupancy provided the guest occupies the Unit with the Owner or approved tenant or the guest is a member of the Owner's or approved tenant's family, as defined above. However, any guest who occupies a Unit in excess of thirty (30) days cumulatively in any calendar year, whether with or without the Owner or approved tenant in residence, shall be subject to screening and orientation as a tenant. Guest occupancy in the absence of the Unit Owner or approved tenant by persons other than members of the Unit Owner's or approved tenant's family, as defined above, shall be limited to a total of thirty (30) days per calendar year, cumulatively, for all such guest visits. Prior to any occupancy of the Unit by any guest, the Owner or approved tenant must provide written notice to the Association of the name or names of the intended guests, any familial relationship to the Owner or approved tenant, the anticipated date of arrival, and the anticipated date of departure.

- 16.2 Pets. No pets or animals may be kept or brought on any portion of the Condominium Property at any time except as specifically permitted herein and subject to the rules and regulations adopted by the Board of Directors. Only Owners may bring, harbor or keep pets on the Condominium or Association Property, provided that no Owner may bring, keep or harbor more than one (1) dog weighing up to (20) pounds or one (1) cat weighing up to twenty (20) pounds. An Owner may also bring, harbor or keep birds in a cage or fish in a tank, provided that the size of the fish tank may not exceed ten (10) gallons. No tenant or guest may bring a pet onto the Condominium Property. All permitted pets shall either be carried, in a cage or on a leash when within any portion of the Condominium or Association Property other than the Unit in which the pet resides. In addition to the foregoing, the Board may make and amend rules from time to time to impose further restrictions on the keeping and handling of

permitted pets on the Condominium or Association Property, which may include, without limitation, the species and number of birds which may be permitted and limitations on permissible breeds of other permitted animals. Permission to have a pet on the Condominium or Association Property may be revoked for any violation of the requirements of this provision or the rules adopted by the Board or should any pet on the Condominium or Association Property show danger propensities, become a nuisance, or should the Owner fail to properly control or immediately clean up after the pet.

- 16.3 Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 16.4 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium or Association Property by the residents or occupants. The Board of Directors is hereby authorized to adopt additional rules and regulations regarding noise, including, but not limited to, regulations regarding the types of activities that are permitted, the level of noise that is permitted, and the hours during the day during which certain types of activities are permitted.
- 16.5 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium or Association Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this subsection.
- 16.6 Leases. No portion of a Unit may be rented. A Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. No Unit Owner may lease his or her Unit more than twice in a twelve (12) month period, measured from the commencement of the most recent prior lease. No Unit Owner may lease

his or her unit during the first twelve (12) months of ownership, measured from the date of recordation of the most recent instrument conveying any interest in title to the Unit, except transfers by devise or inheritance to members of the family, as defined herein above, of a deceased Unit Owner, or Units acquired by the Association, or transfers to add a member of the Owner's family, as defined hereinabove, to the title for estate planning purposes. In the event of conveyance of title with an approved occupant in possession under lease, said moratorium against leasing during the first twelve (12) months of ownership shall commence upon expiration of the existing lease. No lease may be for a term of less than four (4) months or more than twelve (12) months. No rooms may be rented and no transient tenants accommodated. A Unit shall be considered leased any time it is occupied by a tenant. The Association shall have the right to require that a substantially uniform form of lease be used. The lease shall include a provision granting the Association authority and standing to evict any lessee of a Unit Owner who is in breach or violation of this Declaration or the rules and regulations of the Association. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the Unit Owner from any obligation under this Declaration, and the tenant shall have the right to use the facilities and Common Elements to the exclusion of the Unit Owner unless the tenant waives such rights in writing. Regardless of whether or not expressed in the applicable lease, if any, a Unit Owner shall be jointly and severally liable with his, hers or their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All tenants shall comply with and be subject to the provisions of this Declaration, the By-Laws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. Subleases are prohibited. The foregoing paragraph 16.6 shall not apply to leases of Association-owned units.

When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. Dual usage by a Unit Owner and a tenant of Association Property and Common Elements is prohibited.



- 16.7 Signs. No "For Sale" or "For Rent" signs or other displays of advertising shall be maintained on any part of the Common Elements, Limited Common Elements, Association Property or Units, excepting for spaces specifically provided for such signs as shall be designated by the Association.
- 16.8 Antennas. No television or radio antennas or towers of any nature shall be erected on any part of the Condominium or Association Property or the exterior of any Building, except to the extent such installations must be permitted by federal law or except to the extent such installations are approved as an alteration to the Common Elements or Association Property as provided in Sections 8 or 9 hereof. The Board is empowered to adopt rules and regulations regarding the installation of television or radio satellites or antennas consistent with any applicable federal law in order to preserve and protect the Condominium or Association Property from damage and to address legitimate safety objectives.
- 16.9 Limitations on Ownership. No ownership or possessory interest in a Unit may be conveyed, leased or otherwise transferred to a corporation, partnership or other entity of any kind except for trustees of trusts or corporations where all of the stock is owned by the members of a single family, as defined above, where such trust or corporation was formed for the purpose of estate or financial planning. This provision is not applicable to the acquisition of Units by the Association. Notwithstanding the provisions above regarding the acquisition of title by an entity, any entity acquiring title to a Unit through the foreclosure of a mortgage or other lien or by deed in lieu of foreclosure may hold title, but any person taking occupancy of the Unit while title is held by such entity shall be subject to the prohibitions in this section applicable to leases. Title to a Unit may not be held in the name of more than two (2) natural persons. No person or permitted entity (other than the Association or a Mortgagee taking title by foreclosure or deed in lieu of foreclosure) may own or have any ownership interest, directly or indirectly, jointly or individually, in more than two (2) Units in the Condominiums operated by the Association including, without limitation, individually, jointly or through his or her spouse or domestic partner, a "straw man" or otherwise or a corporate entity as a partner, officer, director, shareholder, trustee, beneficiary or employee of any partnership, corporation, company, trust or any type of entity owning any ownership interest in or to a unit. Such additional transfers shall be considered void.

**17. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS.** In order to insure the community of congenial residents and thus protect the value of the Units, the sale, leasing, rental, and transfer of Units by any Owner shall be subject to the following provisions:

**17.1 Transfers Subject To Approval.** The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

- (a) All sales of units except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a unit or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.
- (b) All transfers by lease.
- (c) All transfers by gift.
- (d) All transfers by devise or inheritance.
- (e) Any other transfer of title to or possession of a unit.
- (f) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time.
- (g) All transfers by lease may be conditioned upon the posting of a security deposit with the Association not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time.

**17.2 Notice to Association.** Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, a copy of the Letters of Administration for the Personal Representative of a deceased Owner's estate and such other documentation from the Probate Court file as the Board may reasonably require in the event of a transfer by devise, a copy of the lease in the case of a lease, and a copy of any other documentation pertaining to a proposed transfer subject to approval hereunder which the Association may reasonably require, completed applications on forms

prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the unit, and such other and further information about the intended transferees or occupants as the Association may reasonably require.

17.3 Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to Section 17.2 above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.

- (a) Approval. In the event the Association approves a lease, the Association shall notify the transferor and transferee of its approval in writing. In the event the Association approves any other transfers subject to approval hereunder, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.
- (b) Disapproval of Transfer of Title. In the event the Board of Directors disapproves a proposed sale or other transfer of title, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Section 17.2 hereof, provide the owner with an executed contract from the Association or another purchaser acceptable to the Association, which contract must provide for the purchase of the Unit on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the owner by the Association. If the conveyance or transfer was a gift, devise or inheritance, unless good cause exists, as defined below, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Unit Owner does not agree with the appraisal, the owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Unit Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Paragraph (a) of this Section 17.3.

If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the Unit. Good cause shall be defined to include the following:

- (1) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because the use, occupancy and/or ownership of the Unit and/or the Common Elements by the applicant, as disclosed in the screening process, will violate the restrictions on use, occupancy or ownership set forth in this Declaration or the rules and regulations, or;
- (2) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons at any time or has been convicted of any other felony within the ten (10) years preceding the date of application; or
- (3) For transfers by sale, the person seeking approval intends to purchase the Unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%); or
- (4) The applicant takes possession of the Unit prior to approval by the Association as provided for herein; or
- (5) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this condominium as a lessee, guest, owner or occupant of a Unit; or
- (6) The applicant fails to comply with the requirements of Section 17.2 hereof.
- (7) No transfer of title will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the Unit is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Unit is in violation of any provision of this

Declaration or the rules and regulations which remains uncured at the time the Association is required to make its election hereunder.

- 17.4 Leasing. The Association must approve or disapprove a lease within thirty (30) days of receipt of the last of the information provided pursuant to Section 17.2 hereof. The Association may disapprove a lease on any reasonable grounds, including, but not limited to, any of the provisions defining good cause for transfers of title which might be applicable.
- 17.5 Exceptions. The foregoing provisions of this section entitled "Conveyances, Sales, Rentals, Leases and Transfers" will not apply to a transfer to or a purchase by the holder of an institutional mortgage that acquires its title as the result of owning such mortgage upon the Unit concerned; and this will be so whether the title is acquired by deed from the Unit Owner, his successors or assigns, or through foreclosure proceedings; nor will such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.
- 17.6 Mortgage Approval and Subordination. All liens against a Unit, other than a first mortgage recorded before the Association's claim of lien, shall be subordinate and inferior to the Association's lien for Assessments, regardless of the date of recordation of the Association's claim of lien, except to the extent otherwise required by law. Any first mortgage liens or other liens which become first mortgage liens which involve an outstanding balance which exceeds eighty percent (80%) of the fair market value of the Unit at the time the mortgage is recorded shall be subordinate and inferior to the Association's claim of lien to the extent the mortgage balance exceeds eighty percent (80%) of the fair market value of the Unit at the time of recordation of the mortgage.
18. COMPLIANCE AND DEFAULT. Each Unit Owner and every occupant, lessee, guest, agent, employee or contractor of a Unit Owner and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:
- 18.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Elements, Limited Common Elements, Association Property, a Unit, the Unit Owner's personal property, or to the personal property of the Association or other

Unit Owners or residents or guests, including, but not limited to, repair after casualty under Section 14 hereinabove, made necessary by his or her violation of any portion of this Declaration or by his or her negligence or intentional misconduct or by that of any member of his family or his or her guests, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. Any expense advanced by the Association to perform such maintenance, repair or replacement, together with interest, costs and attorneys' fees, shall be secured by a lien against the Unit enforceable in the same manner as an Assessment under Article 12 hereof.

- 18.2 Compliance. In the event a Unit Owner or occupant fails to comply with such Unit Owner's obligations under Sections 7, 9, 13 and 16 hereof or fails to observe and comply with any other provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Condominium Parcel, enforceable in the same manner as Assessments levied under Article 12 hereof.
- 18.3 Fines. In addition to all other remedies provided hereunder, in the event a Unit Owner or anyone for whom a Unit Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium or Association Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed the maximum amount permitted by the Act.
- 18.4 Suspension of Use Rights. In addition to all other remedies provided hereunder, the Association shall have the right to suspend the rights of the Unit Owner, his or her tenants, guests, licensees or invitees, to use any portion of the Common Elements or Association Property or other facilities during any period of time during which the Unit Owner is delinquent in the payment of assessments or any other financial obligation to the Association or in the event a Unit Owner or anyone for whom a Unit Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and

regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required.

- 18.5 Suspension of Voting Rights. In addition to the remedies provided in Section 12 hereof and by applicable law, the Association may suspend the voting rights of any Owner who is delinquent more than ninety (90) days in the payment of any monetary obligation to the Association. Any Owner whose voting rights are suspended does not count towards a quorum and the quorum is reduced to exclude such Owner.
- 18.6 Set Off. Any funds due and payable by the Association to an Owner under this Declaration, the Articles of Incorporation or the By-Laws, or under the Act shall be subject to a right of set-off for any amounts due and owing to the Association by the Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.
- 18.7 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).
- 18.8 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
- 18.9 Election of Remedies. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the Condominium documents.
- 18.10 Assignment of Rights. The Association, through its Board of Directors, may assign all or a portion of its enforcement rights hereunder to the Property Owners Association. All such assignments prior to the effective date of this amendment are hereby revoked and of no further force and effect.

**19. TERMINATION.**

19.1 Procedure. This Condominium may be voluntarily terminated in the manner provided for in the Act.

19.2 Certificate. The termination of the Condominium in any of the foregoing manners shall be evidenced by a certificate of the Association executed by the president and secretary certifying as to the fact of the termination, which certificate shall become effective upon being recorded in the public records of Palm Beach County, Florida.

**20. RESTRICTIONS AND EASEMENTS.** The real property submitted to Condominium ownership hereby is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for Utility Service for the United States Post Office authorities, and any right of the United States of America, State of Florida, or any governmental agency as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for Utility Service and drainage now existing or hereafter granted by the Association for the benefit of such persons as the Association designates.

An easement, whether heretofore or hereafter created under and pursuant to this Declaration shall constitute a covenant running with the Land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners of this Condominium do hereby designate the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

**21. COVENANT RUNNING WITH THE LAND.** All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Association, the Unit Owners, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance



of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

## **22. ADDITIONAL PROVISIONS.**

- 22.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners, unless another manner of delivery is specifically required by the Condominium Act or this Declaration or the By-Laws. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.
- 22.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 22.3 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 22.4 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of a Treasurer may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

- 22.5 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 22.6 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 22.7 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 22.8 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.
- 22.9 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 22.10 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

w/c W2  
Record and return to:  
Eddie Hudson  
1550 Marina Isle Way  
Jupiter, FL 33477

**CERTIFICATE OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION AND BY-LAWS FOR  
THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declarations of Condominium for The Marina at the Bluffs Condominiums have been duly recorded in the Public Records of Palm Beach County, Florida, as follows:

	<u>Official Record Book</u>	<u>Page</u>
Condominium 5 of The Marina at the Bluffs, A Condominium	4506	1763
Condominium 6 of The Marina at the Bluffs, A Condominium	4509	1884
Condominium 7 of The Marina at the Bluffs, A Condominium	4513	1537
Condominium 8 of The Marina at the Bluffs, A Condominium	4519	490
Condominium 9 of The Marina at the Bluffs, A Condominium	4525	1118
Condominium 10 of The Marina at the Bluffs, A Condominium	4530	1223
Condominium 11 of The Marina at the Bluffs, A Condominium	4538	635
Condominium 12 of The Marina at the Bluffs, A Condominium	4544	1075
Condominium 13 of The Marina at the Bluffs, A Condominium	4548	990
Condominium 14 of The Marina at the Bluffs, A Condominium	4555	1409
Condominium 15 of The Marina at the Bluffs, A Condominium	4563	1409
Condominium 16 of The Marina at the Bluffs, A Condominium	4569	431
Condominium 17 of The Marina at the Bluffs, A Condominium	4577	102
Condominium 18 of The Marina at the Bluffs, A Condominium	4792	338
Condominium 19 of The Marina at the Bluffs, A Condominium	4796	1342
Condominium 20 of The Marina at the Bluffs, A Condominium	4802	938
Condominium 21 of The Marina at the Bluffs, A Condominium	4809	1223
Condominium 22 of The Marina at the Bluffs, A Condominium	4816	562
Condominium 23 of The Marina at the Bluffs, A Condominium	4822	336
Condominium 24 of The Marina at the Bluffs, A Condominium	4830	1126
Condominium 25 of The Marina at the Bluffs, A Condominium	4837	1647
Condominium 26 of The Marina at the Bluffs, A Condominium	4845	1524

WHEREAS, the Articles of Incorporation and By-Laws for The Marina at the Bluffs Condominium Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of **The Marina at the Bluffs Condominium Association, Inc.**, a Florida not-for-profit corporation, held on September 18, 2013, and recessed to and reconvened on October 9, 2013, the aforementioned Articles of Incorporation and By-Laws were amended pursuant to the provisions of said Article of Incorporation and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following Amended and Restated Articles of Incorporation and Amended and Restated By-Laws are a true and correct copy of the Amended and Restated Articles of Incorporation and Amended and Restated By-Laws adopted by the membership at the above-referenced meeting of the membership of the Association, and that the attached Amended and Restated Articles of Incorporation and Amended and Restated By-Laws replace the original Articles of Incorporation and By-Laws recorded on the date and at the official records book and page identified above, and any amendments thereto. All of the exhibits to the original recorded Articles of Incorporation and By-Laws which are otherwise referenced in or attached to the attached Amended and Restated Articles of Incorporation and Amended and Restated By-Laws remain intact and unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof.

### SEE ATTACHED

\* \* \* \* \*

WITNESS my signature hereto this 14<sup>th</sup> day of February, 2014, at Jupiter, Palm Beach County, Florida.

**THE MARINA AT THE BLUFFS  
CONDOMINIUM ASSOCIATION, INC.**

Kenneth M. Fischer

Witness

Kenneth M. Fischer  
(PRINT NAME)

By: [Signature]

President

Juanita A. Wood

Witness

JUANITA A. WOOD  
(PRINT NAME)

Attest: Donna L. Ferrara-Sherry

Secretary

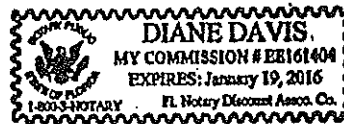
[Notary page to follow]

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2014, by Eddie Hudson and Donna L. Ferrara-Sherry, as President and Secretary, respectively, of The Marina at the Bluffs Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced personally as identification and did take an oath.

Diane Davis (Signature)

Diane Davis (Print Name)  
Notary Public, State of Florida at Large



ACTIVE: 5463917\_1

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION**

**THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC.**

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**NOTE:** This document is a substantial rewording of the Articles of Incorporation attached to the Declaration of Condominium for each of The Marina at the Bluffs Condominiums.

The Incorporator, by these Articles, does so for the purpose of forming a not-for-profit corporation pursuant to the laws of the State of Florida (Chapter 617, Florida Statutes), and hereby adopts the following Articles of Incorporation:

**ARTICLE I**

**NAME**

The name of the Corporation shall be THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC. For convenience, the Corporation shall be referred to in this instrument as the "Association" or the "Corporation," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

**ARTICLE II**

**PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes (the "Act") for the operation of those certain condominiums to be known as The Marina at the Bluffs Condominiums (the "Condominium").

**ARTICLE III**

**DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declarations of Condominium ("Declaration") for the Condominiums, and the By-Laws of the Association, unless herein provided to the contrary, or unless the context otherwise requires.

entered into all of the powers and duties of the Association, except (1) those which require specific approval of the Board of Directors or the membership of the Association; (2) those which are incapable of being delegated as same may be contrary to the Declaration or the By-Laws; (3) those which are contrary to the Statutes of the State of Florida; and (4) wherein a delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation.

I. To employ personnel to perform the services required for proper operation of the Condominiums and the Association Property.

J. To enter into agreements with other parties for easements as the Board of Directors may deem in the best interests of the Unit Owners. Notwithstanding the foregoing, any easements with the adjacent marina, known as The Bluffs Marina Association, Inc, (as the name may be changed from time to time), its successors and assigns, its board of directors, or officers, or with any member or individual using the marina, must be approved by the affirmative vote of seventy-five percent (75%) of the eligible voting interests of the Association.

4.3 Assets of the Association. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declarations, these Articles, and the By-Laws.

4.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

## ARTICLE V

### MEMBERS

5.1 Membership. The Members of the Association shall consist of all of the record Owners of Units in the Condominiums; and, after termination of any Condominium, if same shall occur, the Members of the Association shall consist of those who are Members at the time of the termination, and their successors and assigns. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a Condominium Parcel in a Condominium, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument. The new Owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

5.2 Assignment. The share of a Member in the funds and assets of the Association, in its Common Elements and its Common Surplus, and membership in this

## ARTICLE IV

### POWERS

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

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

4.2 Enumeration. The Association shall have all the powers and duties set forth in the Act (except as to variances in these Articles and the Declaration which are permitted by the Act), and all of the powers and duties reasonably necessary to operate the Condominiums pursuant to their Declarations and the Association Property, and as they may be amended from time to time, including, but not limited to, the following:

A. To make and collect regular and Special Assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

B. To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Condominiums and Association Property.

C. To maintain, repair, replace, reconstruct, add to, and operate the Condominiums and other property acquired or leased by the Association for use by Unit Owners.

D. To purchase insurance upon the Condominiums and insurance for the protection of the Association, its officers, directors, and Members as Unit Owners, and such other parties as the Association may determine in the best interest of the Association.

E. To make and amend reasonable rules and regulations for the maintenance, operation and use of the Condominium Property of each of the Condominiums and the Association Property and for all other lawful purposes.

F. To approve or disapprove the transfer, mortgaging, ownership and possession of Units as may be provided by the Declarations.

G. To enforce by legal means the provisions of the Act, the Declarations, these Articles, the By-Laws, and the rules and regulations for the use of the Condominiums and the Association Property.

H. To contract for the management of the Condominiums and the Association Property, and to delegate to the party with whom such contract has been



Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, the vote for each Unit shall be as specified in the Declarations. Said votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to the cumulative total of votes allocated to Units owned.

5.4 Meetings. The By-Laws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

## ARTICLE VI

### TERM OF EXISTENCE

The Association shall have perpetual existence.

## ARTICLE VII

### INCORPORATOR

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

Charles H. Hathaway	10358 Riverside Drive Palm Beach Gardens, FL 33410
Robert S. Kairalla	10358 Riverside Drive Palm Beach Gardens, FL 33410
William E. Shannon, Jr.	10358 Riverside Drive Palm Beach Gardens, FL 33410

## ARTICLE VIII

### OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

## ARTICLE IX

### DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of five (5) directors. All Directors must be Members of the Association.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declarations, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when that is specifically required.

9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

## ARTICLE X

### INDEMNIFICATION

10.1 Indemnity. To the fullest extent permitted by Florida law:

(A) The Association shall indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Association against liability incurred in connection with such proceeding.

(B) The Association shall indemnify any person who is a party to any proceeding brought by or in the right of the corporation, by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Association against liability incurred in connection with such proceeding.

(C) The foregoing indemnity shall include, without limitation, costs and attorney's fees incurred and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the actual and reasonable expenses incurred in connection with the defense or settlement of such proceeding, including appeal thereof.

10.2 Limitations. The foregoing indemnity obligations shall be subject to such limitations and restrictions as are now or hereafter set forth in the applicable Statutes.

10.3 Exclusions. The indemnification provided for herein shall include any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in any such action, suit or proceeding, and any inquiry or investigation that might lead to such an

action, suit or proceeding.

10.4 Recovery of Expenses. Expenses incurred by any person entitled to indemnification hereby shall be paid in advance of the final disposition of the proceeding upon receipt of any undertaking acceptable to the Association, by on or behalf of such person to repay such amount if he or she is ultimately found not to be entitled to indemnification pursuant to law.

10.5. Non-exclusive. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and, to the extent permitted by law, the Association may make any other or further indemnification or advancement of expenses if approved by a majority of the disinterested Directors or vote of the Members, or as permitted under any By-Law or agreement, to the extent permitted by law.

10.6. Application for Indemnity. Nothing herein is intended to restrict a party's authority, as provided by law, to apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

## ARTICLE XI

### AMENDMENTS

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

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

11.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-fourth (1/4) of the Members of the Association. A proposed amendment must be approved by not less than a majority of the voting interests of the Association at a membership meeting at which a quorum is established, or by written agreement provided a quorum participates.

11.3 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of Members.

11.4 Recording. A copy of each amendment shall be filed with and certified by the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy shall be recorded in the Public Records of Palm Beach County, Florida.

**ARTICLE XII**  
**ADDRESS**

The principal place of business of the Corporation shall be located at 1550 Marina Isle Way, Jupiter, Florida 33477, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

**ARTICLE XIII**

**INITIAL REGISTERED OFFICE ADDRESS  
AND NAME OF REGISTERED AGENT**

The registered agent of this Corporation shall be Becker & Poliakoff, P.A., 625 North Flagler Drive 7<sup>th</sup> Floor, West Palm Beach, Florida 33401.

AMENDED AND RESTATED  
BY-LAWS

OF

THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC.

A FLORIDA NOT-FOR-PROFIT CORPORATION

---

NOTE: This document is a substantial rewording of the original text of the By-Laws attached to the Declaration of Condominium for each of The Marina at the Bluffs Condominiums.

ARTICLE 1

GENERAL

1.1 The Name. The name of the Corporation shall be THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association."

1.2 Principal Office. The principal office of the Corporation shall be at 1550 Marina Isle Way, Jupiter, Florida 33477, or at such other place as may be subsequently designated by the Board of Directors.

1.3 Identity. In addition to the within By-Laws being the By-Laws of the Association, these By-Laws are established pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes ("Act") for the purpose of administering, operating and managing The Marina at the Bluffs Condominiums (the "Condominium").

1.4 Definition. As used herein, the term "Corporation" shall be the equivalent of "Association," and all other words as used herein shall have the same definitions as attributed to them in the Declarations of Condominium of The Marina at the Bluffs Condominiums ("Declaration"). Any terms not defined in the Declarations shall have those definitions established by the Condominium Act.

ARTICLE 2

MEMBERSHIP AND VOTING PROVISIONS

2.1 Membership. Membership in this Association shall be limited to record owners of Units in the Condominium. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of this Association. If Unit ownership is vested in more

B1

than one person, all of the persons owning a Unit shall be authorized to attend meetings. If Unit ownership is vested in a trust or, to the extent permitted by the Declarations, any other entity, the entity may designate a representative or an individual officer or employee to exercise its rights as a Member.

2.2 **Voting.** On all matters upon which the membership shall be entitled to vote, the vote for each Unit shall be as specified in the Declarations and the Articles of Incorporation. Said votes shall be exercised or cast in the manner provided by the Declarations and these By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to the cumulative total of votes allocated to Units owned. The vote of a Unit shall not be divisible. Unless otherwise set forth in the Declarations of Condominium, the Articles of Incorporation, herein or in the Act, matters shall be voted on by the membership of the Association and shall be determined by a vote of a majority of the voting interests ("Voting Interests") present and voting, in person or by proxy, at any meeting at which a quorum is established, or by written agreement.

2.3 **Quorum.** Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Voting Interests of the Association shall constitute a quorum. A quorum is not required for elections pursuant to Section 4.2 hereof.

2.4 **Voting Procedure.** Votes may be cast in person, by written agreement or by proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Association prior to or at the meeting at which they are to be used, or prior to or at any lawful adjournment thereof, and shall be effective only for the specific meeting for which originally given and any lawful adjournment thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it.

2.5 **Designation of Voting Member.** If a Unit is owned by one or more persons, their right to vote shall be established by the record title to the Unit and any one of them may cast the vote for the Unit. If a Unit is owned by a trust or, to the extent permitted by the Declarations, another entity, it shall designate the representative, officer, employee or agent entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Association, signed by its authorized representative. The person designated in any such certificate shall be known as the Voting Member. If, for a Unit owned by a trust or other permitted entity, such certificate is not on file with the Secretary of the Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit.

## ARTICLE 3

### MEMBERSHIP MEETINGS

3.1 **Place.** All meetings of Members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

3.2 **Notices.** It shall be the duty of the Secretary to send by regular mail, hand delivery or electronic transmission a notice of each annual or special meeting to each Unit Owner and to post a copy of said notice in a conspicuous place on the property at least fourteen (14) continuous days but not more than sixty (60) days prior to such meeting. The Board may adopt a rule to provide that, in lieu of posting notice of a members' meeting on the Condominium Property of each Marina at the Bluffs Condominium, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting shall list the time, place and purpose thereof and shall incorporate an identification of agenda items. All notices shall be mailed, hand delivered or sent by electronic transmission to the address last furnished to the Association by the Unit Owner as it appears on the books of the Association to each Unit Owner. Proof of posting, delivery or mailing of the notice (if required) shall be given by the affidavit of the person serving the notice, or a United States Postal Service Certificate of mailing, shall be included in the official records of the Association affirming that the notice was mailed or hand delivered in accordance with Florida law. Notice of specific meetings may be waived in writing before or after the meeting.

3.3 **Annual Meeting.** The annual meeting for the purpose of electing directors and transacting any other authorized business shall be held during the month of March at such date and time as shall be selected by the Board of Directors. At the annual meeting, the Members shall elect a Board by plurality vote (cumulative voting prohibited), and shall transact such other business as may be properly brought before the meeting.

3.4 **Special Meeting.** Special meetings of the Members for any purpose, unless otherwise prescribed by statute, may be called by the President, or shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of Members representing one-fourth (1/4) of the total voting interests in the Association. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting.

3.5 **Action by Members Without a Meeting.** Notwithstanding anything herein to the contrary, any action required or permitted to be taken at any annual or special meeting of Members may be taken by written agreement without a meeting, signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere, herein set forth), so long as at least a quorum of the members participates and so long as the number of votes required to authorize or approve such action is obtained. Voting by

written agreement shall be done in accordance with the provisions of the applicable Statute, as same may be amended from time to time.

3.6 **Adjourned Meeting.** If any meeting of Members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present. If any agenda item at a meeting of the members cannot be approved because approval of more than a quorum of the members is required but such required percentage is not present or is not achieved, the meeting may be adjourned from time to time until the requisite vote is achieved.

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

- A. Calling to order by President or Chairman;
- B. Appointment of chairman of the meeting by the President or, in his absence, by a majority of the Board of Directors. The chairman may be the attorney for the Association or a representative of the Association's management company who will conduct the meeting without vote;
- C. Appointment of inspectors of election;
- D. Election of directors;
- E. Calling of the roll and certifying of proxies;
- F. Proof of notice of the meeting or waiver of notice;
- G. Reading and disposal of any unapproved minutes;
- H. Reports of officers;
- I. Reports of committees;
- J. Unfinished business;
- K. New business;
- L. Adjournment.



## ARTICLE 4

### DIRECTORS

4.1 **Membership.** The affairs of the Association shall be managed by a Board of five (5) directors. All directors shall be Members of the Association.

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

A. Election of directors shall be held at the annual Members' meeting.

B. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall not be used in the election of the Board of Directors, either in general elections or elections to fill vacancies, except for vacancies caused by the recall of a majority of the Board. No Unit Owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Elections shall be decided by a plurality of those ballots cast. Cumulative voting is prohibited. There shall be no quorum requirement; provided, however, at least twenty percent (20%) of the eligible votes must cast a ballot in order to have a valid election.

C. Written notice of the scheduled election shall be mailed, hand delivered or electronically transmitted to each Member at his last known address as it appears on the books of the Association. The first notice of the date of the election shall be mailed, hand delivered or electronically transmitted to each Member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.

D. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. Written notice shall be effective when received by the Association.

E. Upon the timely request of the candidate as set forth in this subparagraph, the Association shall include, with the second notice of election described in Paragraph F below, a copy of an information sheet which may describe the candidate's background, education and qualifications as well as any other factors deemed relevant by the candidate. The information sheet shall not exceed one side of a sheet which shall be no larger than eight and one-half (8-1/2) by eleven (11) inches. Any candidate desiring the Association to mail or personally deliver copies of an information sheet to the eligible voters must furnish the information sheet to the Association not less than thirty-five (35) days before the election. The Association is not liable for the contents of the information sheets prepared by the candidates. The Association shall not edit, alter or otherwise modify the content of the information sheet. The original copy provided by the candidate shall become part of the official records of the Association.

F. Not less than fourteen (14) days before the scheduled election, the Association shall mail, deliver or electronically transmit to the eligible voters at the addresses listed in the official records of the Association a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates. Each Unit shall receive one (1) ballot. The second notice and accompanying documents shall not contain any communication by the Board which endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter and the Unit or Unit numbers being voted and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner smaller envelope and seal that envelope. The inner envelope shall then be placed within the larger outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person owns more than one Unit and is, therefore, entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for his or her signature. The outer envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.

G. The written ballot shall indicate in alphabetical order by surname, each and every Unit Owner or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted. No ballot shall contain a section providing for the signature of a voter. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner hereinafter provided and in accordance with the Florida Condominium Act.

H. Any envelopes containing ballots not prevalidated as provided in subsection 4.2(I) below shall be collected by the Association and shall be transported to the location of the election. An impartial committee of persons appointed by the Board shall validate and process the ballots. The Association shall have available additional blank ballots at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in subsection 4.2(F) hereof. At the meeting, as the first order of business, ballots not yet cast shall be collected. Next, the signatures and Residential Unit identifications on the outer envelopes shall be checked against the list of qualified voters, unless previously verified as set forth in subsection 4.2(I) below. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, in the presence of any Unit Owners in attendance, and regardless of whether a quorum is present, all inner envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. Upon the commencement of the opening of the outer

envelopes, the polls shall be closed, and no more ballots shall be accepted. Inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of any Unit Owners. Any inner envelopes containing more than one ballot shall be marked "disregarded" and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained as part of the official records of the Association for such time period as may be required by the Act. Board members whose terms expire and who are not reelected shall relinquish their Board positions, and those positions shall be assumed by the duly elected Board members.

I. The Association may verify outer envelope information in advance of the meeting by following the procedure set forth in Section 718.112(2)(d)(3), Florida Statutes, and Section 61B-23.0021(10), Florida Administrative Code.

J. The Board shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the Board. However, the Board may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage eligible and qualified persons to become candidates for the Board.

K. The provisions of Paragraphs (B) through (J) of this Section 4.2, are in accordance with Section 718.112(2)(d)(3), Florida Statutes, and Section 61B-23.0021, Florida Administrative Code. In the event such Statute or Code is repealed, the Board shall determine the procedure for elections of directors. In the event said Statute or Code is amended, these By-Laws shall be deemed automatically amended to comply with any such changes.

L. Notwithstanding anything contained herein to the contrary, an election is not necessary unless there are more eligible candidates than vacancies. In such case, not later than the date of the scheduled election, the Association shall call and hold a meeting of the membership to announce the names of the new Board members, or shall notify the Unit Owners that one or more Board member positions remain unfilled, as appropriate under the circumstances. In the alternative, the announcement may be made at the annual meeting.

M. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

**4.3 Organizational Meeting.** The organizational meeting of a newly elected Board shall be held after their selection within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected. Notice of such organizational meeting; which notice specifically incorporates an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency.

4.4 **Term.** The directors shall serve staggered terms. All directors serving as of the effective date of this amendment shall serve until the next annual meeting, at which point all five (5) seats on the Board of Directors shall be up for election. The three (3) candidates receiving the highest number of votes shall serve for two (2) years and the remaining two (2) candidates elected to the Board shall serve a one (1) year term. Thereafter, all directors shall be elected for two (2) year terms. If there is not a contested election at the first annual meeting after the effective date of this amendment, all five (5) seats on the Board of Directors shall be up for election, but the persons seated on the Board shall decide among themselves which three (3) shall serve a two (2) year term and which two (2) shall serve a one (1) year term, and, if they cannot agree, the decision shall be submitted to a special election by the members, at which the only candidates shall be the five (5) persons seated on the Board, and the sole purpose of the election shall be to determine which three (3) Board members shall serve a two (2) year term and which two (2) shall serve a one (1) year term.

4.5 **Recall.** Any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. The recall of a director shall be further governed by the applicable provisions of the Act and the Florida Administrative Code, as same may be amended from time to time.

4.6 **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, facsimile, or electronic mail, and shall be transmitted at least forty-eight (48) hours prior to the meeting. Regular meetings of the Board and only those committee meetings which committees have the authority to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget, shall be open to all Unit Owners, and notice of such meetings shall be posted conspicuously at each of the Condominiums forty-eight (48) continuous hours preceding the meeting for the attention of the Members of the Association except in the event of an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed, hand delivered or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board may adopt a rule to provide that, in lieu of posting notice of a regular Board meeting on each Condominium Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall contain a statement that assessments will be considered and the nature of any such

assessments. The right of a Member to attend regular Board meetings includes the right to speak at such meetings with reference to all designated agenda items. A Member does not have the right to speak with reference to items not specifically designated on the agenda, but the Board, in its discretion, may permit a Member to speak on such items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Any Member may tape record or videotape meetings of the Board, committee or Members; provided, however, that the equipment utilized does not produce distracting sound or light emissions and subject to any rules which may be adopted by the Board regarding placement, assemblage of audio and video equipment, prior notice to record the meeting, and distraction resulting from moving about during recording of the meeting.

4.7 **Special Meetings.** Special meetings of the directors may be called by the President or, in his absence, by the Vice President, and must be called by the President or Secretary at the written request of three (3) of the directors. Notice of the meeting shall be given personally or by mail, telephone, facsimile, or electronic mail, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Special meetings of the Board shall be open to all Unit Owners, and notice of a special meeting shall be posted conspicuously at each Condominium forty-eight (48) continuous hours in advance for the attention of the Members of the Association except in the event of an emergency. However, written notice of any special meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed, hand delivered or electronically transmitted to the Unit Owners and posted conspicuously on each Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board may adopt a rule to provide that, in lieu of posting notice of a special Board meeting on the Condominium Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. The right of a Member to attend special Board meetings includes the right to speak at such meetings with reference to all designated agenda items. The provisions set forth in Section 4.6 hereof with respect to speaking at meetings and recording of meetings shall also apply to special meetings.

4.8 **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 **Quorum and Voting.** A quorum at directors meetings shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is required by the Declaration, the Articles or these By-Laws. Directors may not vote by proxy or secret ballot at Board meetings, except, if allowed by statute, for election of officers. A vote or abstention for each director present shall be recorded in the minutes. A director of the Association who is present at a meeting of its board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting. A director of the association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. Directors may meet by telephone conference and those attending by telephone conference may be counted toward a quorum and may vote by telephone, provided the telephone conference is conducted on a speaker so that the conversation of those Board members attending by telephone may be heard by the Board and any other person attending the meeting.

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

4.11 **Presiding Officer.** The presiding officer of the directors' meetings shall be the President, his or her designee or, in the absence of the President, the Vice-President or his or her designee. In the absence of the President or Vice-President, the directors present shall designate one of their number to preside or designate the attorney of the Association or a representative of the Association's management company to act as chairman.

4.12 **Order of Business.** The order of business at directors' meetings shall, to the extent practical, be:

- A. Calling of roll;
- B. Proof of due notice of meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of officers and committees;
- E. Unfinished business;
- F. New business;
- G. Adjournment.

F. Maintaining of bank accounts on behalf of the Association and the designation of the signatories required therefor.

G. Purchasing, leasing or otherwise acquiring of Units in the name of the Association, or its designee, subject to the limitations in the Articles of Incorporation.

H. Purchase of Units at foreclosure or other judicial sales, in the name of the Association or its designee.

I. Selling, mortgaging or otherwise dealing with Units acquired by the Association or its designee.

J. Organization of Corporations to act as designees of the Association in acquiring title to Units or leasing Units by the Association.

K. Obtaining and reviewing insurance for the Condominium Property and Association Property.

L. Making repairs, additions and improvements to, or alterations of, the Condominium Property and Association Property, and repairs to and restoration of the Condominium Property and Association Property, in accordance with the provisions of the Declarations.

M. Enforcement of the obligations of the Unit Owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the Condominiums.

N. Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements and Association Property. If any sum borrowed by the Board on behalf of the Association pursuant to authority contained in this subparagraph N is not repaid by the Association, a Unit Owner, who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

O. Contracting for the management of the Condominiums and Association Property and the delegation to such manager such powers and duties of the Board as the Board may deem appropriate in the circumstances, and contracting for the management or operation of portions of each Condominium Property susceptible to separate management or operation thereof, and the granting of concessions for the purpose of providing services to the Unit Owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein (1) same are contrary to the Statutes of the State of Florida and are accordingly not susceptible of being delegated; (2) those delegations and duties which may be required by the Declarations and these By-Laws to have approval of the Board or of the Unit Owners; (3) the delegation is a power and duty

which by its very nature is a decision or fiduciary responsibility to be made by the Board and is therefore not susceptible of delegation; and (4) same may be contrary to the Declaratios or the By-Laws.

## ARTICLE 6

### OFFICERS

6.1 Executive Officers. The executive officers of the Association shall be a President, one or more Vice Presidents, Secretary, and Treasurer, all of whom shall be members of the Board and shall be elected by and serve at the pleasure of the Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an assistant Secretary of the Association.

6.2 Appointive Officers. The Board may appoint such other officers from among the members as they may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

6.3 Election. The Board, at its first meeting after each annual meeting of general members, shall elect all officers.

6.4 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board.

6.5 The President. The President shall be the chief executive officer of the Association. Subject to the provisions of 4.11 hereinabove, the President shall preside at all meetings of Members and of the Board, shall exercise the executive powers of the Association and have general supervision over its affairs and other officers, and shall perform all of the duties incident to the office and such other duties as may be delegated to the President from time to time by the Board.

6.6 The Vice President. The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required by the Board. If the Board elects more than one Vice President, the order of succession shall be determined by the Board.

6.7 The Secretary. The Secretary or assistant Secretary shall issue notices of all Board meetings and all meetings of Members, shall attend and keep the minutes of same, and shall have charge of all of the books of the Association as well as its records and papers, except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by Unit Owners as set forth in the Act.



4.13 **Compensation.** Directors shall not be entitled to compensation for their services. No director, officer or manager required to be licensed under Florida Statutes Section 486.432 shall solicit, offer to accept, or accept any thing or service of a value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such individual who knowingly so solicits, offers to accept, or accepts any thing or service of value is subject to a civil penalty pursuant to Florida Statutes Section 718.501(1)(d).

4.14 **Resignation.** Any Board member may resign at any time at a Board or members' meeting or by written resignation, delivered to the Association, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

4.15 **Committees.** Any committee formed for the purpose of assisting in the promulgation of a budget or any committee that is delegated the authority to take final action on behalf of the Association shall conduct its meetings in accordance with the procedural requirements applicable to Board of Directors' meetings, set forth in Section 4.6 hereof. All other committee meetings shall be exempt from those requirements.

## ARTICLE 5

### **POWERS AND DUTIES**

The Board exercise all powers and duties of the Association under Chapters 617 and 718, Florida Statutes, the Declaration of Condominium, Articles of Incorporation and By-Laws, except where a vote of the members is specifically required. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with Chapter 718, Florida Statutes) the following:

A. Operation, care, upkeep and maintenance of the Common Elements and Association Property.

B. Determination and adoption of the annual budget of Common Expenses required for the operation of the Condominiums and the Association Property.

C. Levying and collection of regular and special Assessments for Common Expenses from Unit Owners required to pay same.

D. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements and facilities.

E. Adoption and amendment of the rules and regulations covering the details of the operation and use of Condominium Property and Association Property.

6.8 **The Treasurer.**

A. The Treasurer shall have custody of the Association's funds and securities, shall keep full and accurate accounts of the Association's receipts and disbursements, and shall deposit all monies and other valuable effects in the name of, and to the credit of, the Association in such depositories as may be designated by the Board. The books shall reflect an account for each Unit in the manner required by the Act.

B. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements, and shall render an account of all his or her transactions as the Treasurer, and of the financial condition of the Association to the Board whenever it may require it.

C. The Treasurer shall collect all assessments and shall report promptly to the Board the status of collections.

D. The Treasurer shall maintain accounting records according to good accounting practices and shall render to Unit Owners or their authorized representatives, at least annually, a written summary of the Association's fiscal activities.

6.9 **Compensation.** Officers shall not receive compensation for their services.

6.10 **Resignations.** Any officer may resign at any time at a Board or members' meeting or by written resignation, delivered to the Association, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

**ARTICLE 7**

**FINANCES AND ASSESSMENTS**

7.1 **Depositories.** The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer(s) or agent(s) as may be designated by the Board.

7.2 **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

### 7.3 Determination of Assessments.

A. The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess Unit Owners for their share of the Common Expenses set forth in the budget for the Association and the Condominiums. Funds for the payment of Common Expenses shall be assessed against Unit Owners as provided in the Declarations of Condominium. Assessments shall be payable not less frequently than quarterly and shall be due on the first day of each quarter or month unless otherwise ordered by the Board. Assessments shall be made against Unit Owners in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Special Assessments, if necessary, shall be levied in the manner provided in the Act and shall be payable in the manner determined by the Board. All funds due under these By-Laws and the Declarations are Common Expenses.

B. Any meeting at which a proposed annual budget of the Association or an amendment thereto will be considered by the Board (or Unit Owners as provided in subsection C of this Section 7.3) shall be open to all Unit Owners. At least fourteen (14) days prior to such a meeting, the Board shall mail, hand deliver or electronically transmit to each Unit Owner at the address last furnished to the Association by the Unit Owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

C. If the Board adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten (10%) percent of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

Any determination of whether assessments exceed one hundred fifteen (115%) percent of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of each Condominium Property, anticipated expenses

of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to each Condominium Property.

D. The proposed annual budgets of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Section 718.504(21), Florida Statutes. In addition to annual operating expenses and to the extent applicable, the budgets shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds the amount set forth in the Condominium Act, as same may be amended from time to time. The amount to be reserved shall be computed by means of such formula as is set forth in the Act or the Florida Administrative Code, as both may be amended from time to time. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The foregoing reserve account requirements shall not apply to an adopted budget in which the Members of the Association have determined by a majority vote of those present, in person or by proxy, at a duly called meeting of the Association at which a quorum is established, to provide no reserves or less reserves than those described in this subparagraph. The foregoing shall not prevent the Board from creating such other reserves as may be permitted by the Act or the Florida Administrative Code, as both may be amended from time to time.

E. When the Board determines the amount of any Assessment, the Treasurer shall mail or present to each Unit Owner a statement of Assessment specifying the amount of same and to whom and where same should be payable and sent. Upon request, the Treasurer shall give a receipt for each payment received.

7.4 **Application of Payments and Commingling of Funds.** All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately and a commingled account shall not, at any time, be less than the amount identified as reserve funds.

7.5 **Fidelity Bonds.** The Association shall obtain and maintain fidelity bonding of all persons who control or disburse funds of the Association in the principal sum not less than that required by the Condominium Act, as same may be amended from time to time.

7.6 **Financial Statements.** The Board shall cause to be prepared financial statements either compiled, reviewed or audited, financial statement or a report of cash receipts and expenditures in lieu of financial statements, in accordance with the Act.

## ARTICLE 8

### OFFICIAL RECORDS

The Association shall maintain official records as defined in the Act, as same may be amended from time to time, which shall be subject to inspection as provided in the Act, as same may be amended from time to time.

## ARTICLE 9

### PARLIAMENTARY RULES

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

## ARTICLE 10

### AMENDMENTS

Except as otherwise provided, these By-Laws may be amended in the following manner:

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

10.2 **Adoption**. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-fourth (1/4) of the Voting Interests of the Association. A proposed amendment must be approved by not less than a majority of the voting interests of the Association at a membership meeting at which a quorum is established, or by written agreement provided a quorum participates.

No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See By-Law . . . for present text." Nonmaterial errors or omissions in the By-Law process shall not invalidate any otherwise properly promulgated amendment.

10.3 **Execution and Recording**. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the

formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County.

## ARTICLE 11

### LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any former Unit Owner or Member from any liability or obligation incurred under or in any way connected with the Condominium during the period of ownership and membership, or impair any rights or remedies which the Association may have against such former Unit Owner and Member, arising out of, or which is in any way connected with, such ownership and membership.

## ARTICLE 12

### LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or other Unit Owners or persons.

## ARTICLE 13

### LIENS

13.1 Protection of Property. All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the Condominium documents or by law, whichever is sooner.

13.2 Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

13.3 Notice of Suit. A Unit Owner shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

13.4 Effect on Judicial Sale. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

## ARTICLE 14

### SEAL

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "non-profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

## ARTICLE 15

### CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and of any of the Declaration, the provisions of the Declarations shall prevail.

## ARTICLE 16

### CAPTIONS

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

BY-LAWS  
OF  
THE MARINA AT THE BLUFFS  
CONDOMINIUM ASSOCIATION, INC.

Section 1. Identification of Association.

These are the By-Laws of THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors. The Association is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering the development known as "The Marina at the Bluffs, a Condominium").

1.1 The office of the Association shall be for the present at 10358 Riverside Drive, Palm Beach Gardens, Florida, and thereafter may be located at any place designated by the Board of Directors (the "Board").

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

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida" and the words "Corporation Not-For Profit".

Section 2. Definitions.

All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended by the 1982 Session of the Florida Legislature ("Act"), and for clarification certain terms shall have the meanings ascribed to them in the Articles of Incorporation of the Association ("Articles"). All terms defined in the Articles shall be in quotation marks with initial capital letters the first time that each term appears in these By-Laws.

Section 3. Membership; Members' Meetings; Voting and Proxies.

3.1 The qualification of "Members", the manner of their admission to "Membership" and the termination of such Membership shall be as set forth in Article IV of the Articles.

3.2 The Members shall meet annually at the office of the Association at such time in the month of March of each year as the Board may determine (the "Annual Members' Meeting"). The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

3.3 Special meetings of the Membership or of "Class Members" (as described in Paragraph E. of Article IV of the Articles) shall be held



at any place within Palm Beach County, Florida, whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from one-third (1/3) of the entire Membership or, as to any Class Members, upon receipt of a written request from one-third (1/3) of such Class Members.

3.4 A written notice of all meetings of Members (whether the Annual Members' Meeting or special meetings) shall be given to each Member at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting; provided, however, that notice of the "Initial Election Meeting" and the "Majority Election Meeting" shall be as provided in Article IX.H of the Articles. The post office certificate of mailing shall be retained as proof of such mailing. The notice shall state the time and place that the meeting of Members is to take place, and the object for which the meeting is called. The notice shall be signed by an officer of the Association. Further, notice of all meetings of Members shall be posted at a conspicuous place on the "Condominium Property" at least fourteen (14) days prior to the meeting. If a meeting of the Membership, either Annual or Special, is one in which by express provision of the Act or the "Condominium Documents" there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provision of this Section 3.4, then the aforesaid express provision shall govern. Any provisions herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting or by the person entitled to vote pursuant to the proxy described in Paragraph B of Article IX of the "Condominium Declaration" ("Voting Member") which waiver shall be in writing and shall set forth the waiver of written notice.

3.5 The Membership or the Class Members may, at the discretion of the Board, act by written agreement in lieu of a meeting, provided written notice of the matter or matters to be agreed upon is given to the Membership or Class Members at the addresses and within the time periods set forth in Section 3.4 herein or duly waived in accordance with such Section. The decision of the majority of the Membership or Class Members (as evidenced by written response to be solicited in the notice) shall be binding on the Membership or Class Members, as the case may be, provided a quorum of the Membership or Class Members submits a response. The notice shall set forth a time period during which time a response must be made by a Member or Voting Member.

3.6 A quorum of the Membership shall consist of one-third (1/3) of those persons entitled to cast the votes of the entire Membership. A quorum of any meeting of Class Members shall consist of one-third (1/3) of those persons entitled to cast the votes of such Class Members. A Member may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises

the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or represented by written "Proxy" (as hereinafter defined) shall be required to decide the question. However, if the question is one upon which, by express provision of the Act or the Condominium Documents, requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Membership or Class Members cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and "Directors" at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.9 Voting rights of Members shall be as stated in the Condominium Declaration and the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in the Member's place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A Proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.10 At any time prior to a vote upon any matter at a meeting of the Membership or Class Members, any Member may demand the use of a secret written ballot for the voting on such matter.

3.11 No member shall be allowed to exercise his vote or serve as a Director unless he is current on all assessments.

3.12 The order of business at Annual Members' Meetings and, as far as practical at other Members' Meetings, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Report of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.

9. Unfinished business.
10. New business.
- 11.. Adjournment.

#### Section 4. Board of Directors; Directors' Meetings.

4.1 The form of administration of the Association shall be by a Board of not less than three (3) nor more than five (5) Directors. The Board shall determine the number of directorships for the succeeding year at the Board meeting prior to the Annual Members' Meeting.

4.2 The provisions of the Articles setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference.

4.3 Subject to Section 4.5 below and the rights of the "Developer" as set forth in the Articles and as set forth in Section 4.5(c) below, vacancies on the Board shall be filled by person(s) selected by the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws.

4.4 The term of each Director's service shall extend until the next Annual Members' Meeting and thereafter, until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided herein. A Director may voluntarily resign at any time.

4.5 (a) A Director elected by the "Purchaser Members", as provided in the Articles, may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Purchaser Members at a special meeting of the Purchaser Members for any reason deemed by the Purchaser Members to be in the best interests of the Association. A meeting of Purchaser Members to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.4 hereof, upon the written request of ten percent (10%) of the Purchaser Members. However, before any Director is removed from office, he shall be notified in writing at least two (2) days prior to the meeting at which the motion to remove him will be made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal.

(b) Purchaser Members shall elect, at a special meeting or at the Annual Members' Meeting, persons to fill vacancies on the Board caused by the removal of a Director elected by Purchaser Members pursuant to Section 4.5(a) above.

(c) A Director designated by the Developer as provided in the Articles may be removed only by the Developer in its sole discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it, and the Developer shall notify the

Board as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.

4.6 The organizational meeting of the newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

4.7 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 Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of Members. Notice of any meeting where "Assessments" against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided otherwise in the Condominium Declaration, Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.10 The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11 Directors shall not receive any compensation for their services.

4.12 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times.

4.13 Meetings of the Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Member shall not be entitled to participate in the meeting, but shall only be entitled to act as an observer. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meetings or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

#### Section 5. Powers and Duties of the Board of Directors.

All of the powers and duties of the Association, including those existing under the Act and the Condominium Documents shall be exercised by the Board. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Act and the Condominium Documents and shall include, but not be limited to, all powers and duties set forth in the Condominium Documents not inconsistent with the Act, and shall include, but not be limited to, the following:

5.1 Making and collecting Assessments against Members to defray the costs of "Common Expenses", and making Assessments against certain Members at the discretion of the Board. These Assessments shall be collected by the Association through payments made directly to it by the Members as set forth in the Condominium Declaration and the other Condominium Documents.

5.2 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

5.3 Maintaining, repairing and operating the Condominium Property and the Recreation Areas, and maintaining and operating the surface water management system as permitted by the South Florida Water Management District including all lakes, retention areas, culverts, and related appurtenances, if any.

5.4 Reconstructing improvements after casualties and losses and making further authorized improvements on the Condominium Property and the Recreation Areas.

5.5 Making and amending rules and regulations with respect to the use of the Condominium Property and the Recreation Area.

5.6 Approving or disapproving proposed purchasers and lessees of "Apartments" and those acquiring Apartments by gift, devise, inheritance or other transfers in accordance with the provisions set forth in the Condominium Declaration. However, no fee shall be charged in

connection with an approval of a transfer, sale, lease or sublease of an Apartment in excess of expenditures reasonably required for the transfer or sale, and this expense shall not exceed Fifty Dollars (\$50.00). No charge shall be made in connection with an extension or renewal of lease.

5.7 Enforcing by legal means the provisions of the Condominium Documents, and the applicable provisions of the Act.

5.8 Contracting for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with funds that shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

5.9 Paying taxes and assessments which are or may become liens against the "Common Elements" and Apartments owned by the Association, if any, and assessing the same against Apartments which are or may become subject of such liens.

5.10 Purchasing and carrying insurance for the protection of "Apartment Owners" and the Association against casualty and liability for the Condominium Property and the Recreation Areas.

5.11 Paying costs of all power, water, sewer and other utility services rendered to the Condominiums and not billed directly to owners of individual Apartments.

5.12 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of the Association and paying all salaries therefor.

5.13 Entering any Apartment at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste or to do such other work reasonably necessary for the proper maintenance operation of the Association.

5.14 Granting such permits, licenses, and easements over the common areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the common areas.

5.15 Purchasing and carrying fidelity bonds on all officers and Directors who control or disburse funds of the Association in such amounts as are more fully described in the Condominium Declarations.

## Section 6. Officers of the Association.

6.1 Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The President, who shall be a Director, 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 the President of a condominium association including, but not limited to, the power to appoint committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. He shall preside at all meetings of the Board and the Membership.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etc. and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall cause to be kept the minutes of all meetings of the Board, the Membership and Class Members, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall 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 of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

6.5 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 of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall otherwise assist the Treasurer.

6.6 Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association

shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Association or preclude the contracting with a Director or an officer for the management of the Condominiums.

#### Section 7. Accounting Records; Fiscal Management.

7.1 The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by Members or their authorized representatives at reasonable times. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be supplied at least annually to the Members or their authorized representatives. Such records shall include: (a) a record of all receipts and expenditures; (b) an account for each Apartment which shall designate the name and address of the Apartment Owner, the amount of each Assessment charged to the Apartment, the amounts and due dates for each Assessment, the amounts paid upon the account and the balance due; and (c) an account indicating the Common Expenses allocated under the budget of the Association ("Budget") and the Common Expenses actually incurred during the course of the fiscal year.

7.2 (a) The Board shall adopt a Budget for the Common Expenses of the Association for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose during the first two (2) weeks of November of every calendar year. Prior to the Budget Meeting a proposed budget shall be prepared by or on behalf of the Board and shall include, but not be limited to, the following items, if applicable:

- (i) Administration of the Association
- (ii) Insurance and bonding fees
- (iii) Management fees
- (iv) Maintenance
- (v) Taxes upon Association property
- (vi) Taxes upon leased areas
- (vii) Other expenses
- (viii) Operating capital
- (ix) Reserves
- (x) Fees payable to the Division of  
Florida Land Sales and Condominiums

Copies of the proposed Budget prepared prior to the Budget Meeting and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address as reflected on the books and records of the Association on or before thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Membership.

(b) The Board shall include in any such proposed Budget, on an annual basis, the establishment of reserve accounts for capital



expenditures and deferred maintenance of the Condominium Property. The reserve accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This sum of money shall be considered an "Excluded Expense" under Section 7.3(a) hereof. Notwithstanding anything contained herein, the Members may, by a two-thirds (2/3) vote, determine for a particular fiscal year to budget no reserves or reserves less adequate than required herein. Such a vote may be taken at the Annual Members' Meeting or at any properly called special meetings held pursuant to the provisions of Section 3.3 hereof.

(c) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) except for reserves, any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than a calendar year; (iv) Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all unpaid operating expenses previously incurred; (v) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year, regardless of when the bill for such Common Expenses is received. Notwithstanding the foregoing, "Annual Assessments" (as defined in the Condominium Declaration), shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The Association shall employ a method of accounting which shall conform to generally accepted accounting standards and principles.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

(e) An audit of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report of such audit shall be mailed or furnished by personal delivery to each Member not later than sixty (60) days following the end of the calendar year. The report shall include a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classification and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following:

- (i) Cost of security
- (ii) Professional and management fees and expenses
- (iii) Taxes
- (iv) Cost for recreation facilities
- (v) Expenses for refuse collection and utility services
- (vi) Expenses for lawn care
- (vii) Cost for building maintenance and repair
- (viii) Insurance costs
- (ix) Administrative and salary expenses
- (x) General reserves, maintenance reserves, and depreciation reserves

The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association.

(f) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not included in the Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than income from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a special Assessment to be levied by the Board as otherwise provided in the Condominium Declaration.

7.3(a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against all the Membership generally or against any Class Members of an amount which is less than 115% of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Assessments required to meet the Budget exceed 115% of such Assessments for the Membership or Class Members for the preceding year (the "Excess Assessment"), then the provisions of Subsections 7.3(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses (the "Excluded Expenses") as follows:

- (i) Reserves for repair or replacement of any portion of the Condominium Property;
- (ii) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and
- (iii) Assessments for betterments to the Condominium Property.

(b) Should the Excess Assessment be adopted by the Board prior to the Majority Election Meeting, then a special meeting of the Membership (if all Members are affected by the Excess Assessment) or of the particular Class Members (if only they are affected by the Excess Assessment; such Members or Class Members, as the case may be, are hereinafter referred to as the "Affected Members") shall be called by the Board which shall be held within twenty (20) days after the

Budget Meeting upon written notice to each Affected Member sent not less than ten (10) days prior to such special meeting. Notwithstanding the calling of such special meeting, the Budget shall be deemed approved by all Members other than the Affected Members. At said special meeting the Excess Assessment shall be presented for approval by the Affected Members. If, at said special meeting of the Affected Members, a majority of the Affected Members shall approve the Excess Assessment, then the Budget adopted by the Board shall be the final Budget. If, at said special meeting of the Affected Members, a majority of the Affected Members shall not approve the Excess Assessment, then the Board shall reconvene at a special meeting so as to reduce the items of anticipated expenses in the Budget, other than the Excluded Expenses, in an amount necessary so that the Budget adopted by the Board will not contain an amount for an Excess Assessment.

(c) Should the Excess Assessment be adopted by the Board after the Majority Election Meeting, then upon written application requesting a special meeting signed by ten percent (10%) or more of the Affected Members and delivered to the Board within twenty (20) days after the Budget Meeting, the Board shall call a special meeting to be held upon not less than ten (10) days written notice to each Affected Member, but within thirty (30) days of the delivery of such application to the Board. At said special meeting, the Affected Members may consider and enact a revision of the Budget. The enactment of a revision of the Budget shall require approval of not less than two-thirds ( $2/3$ ) of the Affected Members. If a revised Budget is enacted at said special meeting, then the revised Budget shall be the final Budget, or if a revised Budget is not enacted at the special meeting, then the Budget originally adopted by the Board shall be the final Budget as to the Affected Members. If no written application is delivered as provided herein, then the Budget originally adopted by the Board shall be the final Budget.

#### 7.4 Allocation of Common Expenses and Determination of Annual Assessment.

(a) The Budget constitutes an estimate of the expenses of the Association. The Board shall allocate a portion of the Budget to each Marina Bluffs condominium and the result shall constitute the Annual Assessment for such Apartment. The procedure for allocation of a portion of the Budget to each Marina Bluffs condominium shall be as follows:

(i) Expenses of the Association which are applicable to more than one Marina Bluffs condominium (such as administrative expenses) shall be allocated by the Board amongst the several Marina Bluffs condominiums to which such is applicable by multiplying such expenses by a fraction, the numerator of which is the number of Apartments within the particular Marina Bluffs condominium to which such expense is being allocated and the denominator of which is the total number of Apartments in the various Marina Bluffs condominiums to which such expenses are applicable; provided, how-

ever, that if such method of allocation is inequitable (due to the fact that a grossly disproportionate amount of such expenses are attributable to a particular Marina Bluffs condominium) then the Board may allocate such expenses in a manner deemed by it to be fair and equitable.

(ii) Expenses of the Association which are applicable solely to one Marina Bluffs condominium (such as repairs to the Common Elements of a particular Marina Bluffs condominium) shall be allocated by the Board as a Common Expense of the Apartment Owners within such Marina Bluffs condominium.

(b) Notwithstanding the allocation to each Apartment of its Annual Assessment, an Apartment Owner shall also be liable for any special Assessments levied by the Board against his Apartment as provided in the Condominium Declaration. The Association shall collect Annual and special Assessments from an Apartment Owner in the manner set forth in the Condominium Declaration.

## Section 8. Rules and Regulations.

8.1 The Board may adopt reasonable rules and regulations or amend or rescind existing rules and regulations governing the use and operation of the common elements, common areas, and recreation areas serving the condominium(s), provided such rules and regulations are not inconsistent with the condominium documents.

8.2 Notice of the proposed adoption, amendment, modification, or rescission must be posted in a conspicuous place on the condominium(s) property, and a copy must be sent to each Apartment Owner at least thirty (30) days before the proposed rule, regulation, amendment, modification, or rescission becomes effective. In the case of an emergency, a proposed rule shall become effective immediately upon posting and delivery. Any mailing to an Apartment Owner shall be sent to the last known address as shown on the books and records of the Association.

8.3 The Board may not unreasonably restrict any Apartment Owner's right to peaceably assemble or right to invite public officers or candidates for public to appear and speak in the common elements, common areas, and recreation areas.

8.4 Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Apartment Owners and uniformly applied and enforced.

## Section 9. Parliamentary Rules.

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of the Association when not in conflict with the Articles, these By-Laws, a Condominium Declaration or the Act. In the event of such a conflict, the provisions of the Condominium Documents and the Act shall govern.

Section 10. Amendments of the By-Laws.

10.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Membership at which such amendment is proposed.

10.2 No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law \_\_\_\_\_ for present text." Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

10.3 An amendment may be proposed by either the Board or by the Membership, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.4 No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of any Mortgagee, the validity of the mortgage held by such Mortgagee or any of the rights of Developer.

Section 11. Arbitration.

Internal disputes arising from the operation of a Marina Bluffs condominium or the Association among Apartment Owners, the Board, or their agents and assigns shall be resolved by voluntary binding arbitration in accordance with Florida Statutes, Section 718.112(4). Any party to such an arbitration may seek enforcement of the final decision of the arbitrator in a court of competent jurisdiction.

THE MARINA AT THE BLUFFS CONDOMINIUM  
ASSOCIATION, INC.

By: Charles H. Hathaway, Jr.

Attest: William E. Dunkle

RECEIVED  
PALM BEACH COUNTY FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

(SEAL)

RECREATIONAL COVENANTS AGREEMENT

THIS RECREATIONAL COVENANTS AGREEMENT (hereinafter referred to as the "Agreement") is made between BURG & DIVOSTA CORPORATION, a Florida corporation (hereinafter referred to as "Developer"), and THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "Association").

WHEREAS, Developer owns the property described in Exhibit A, attached hereto (hereinafter called the "Marina Bluffs Land"), and plans to construct thereon residential buildings, a marina, roadways and certain recreation areas; and

WHEREAS, Developer deems it desirable to enter into an agreement which shall set forth, among other things, the plan of development and the manner in which the Marina Bluffs Land (with the exception of the marina, which will remain in the possession of the Developer) will be made available to and maintained by the Association and its members ("Apartment Owners"); and

WHEREAS, the Association is the entity responsible for the operation of the "Marina Bluffs condominium development" (as hereinafter defined) and has entered into this Agreement for the benefit of the Marina Bluffs condominiums and the Apartment Owners.

NOW, THEREFORE, in consideration of the premises, Developer and Owner hereby enter into this Agreement with the Association which, by the execution hereof, undertakes to perform all of the covenants, conditions and obligations hereinafter set forth.

I. DEFINITIONS

All terms shall have the meaning set forth in the "Act" (as hereinafter defined) and for clarification the following terms have the following meanings:

A. "Act" means Chapter 718, Florida Statutes, 1976, as amended by the 1983 Session of the Florida Legislature.

B. "Agreement" means this Recreational Covenants Agreement.

C. "Apartment" means the portion of a Marina at the Bluffs condominium that is subject to private ownership and is a "unit" as defined in the Act.

D. "Articles" means the Articles of Incorporation of the Association.

E. "Bluffs" is the name given to a planned unit development located in the Town of Jupiter, Florida, of which "The Marina at the Bluffs, a Condominium" (as hereinafter defined) is a part.

F. "By-Laws" means the By-Laws of the Association.

G. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the "Condominium Documents" and includes "Recreation Area Expenses" (as those terms are hereinafter defined) under this Agreement.

H. "Condominium Documents" means in the aggregate this Agreement, the "Declaration" (as hereinafter defined), the Articles, the Bylaws, and all of the instruments and documents referred to therein and executed in connection with a Marina Bluffs condominium.

I. "Declaration" means the instrument by which Developer submits a Marina Bluffs condominium to condominium ownership in accordance with the Act.

J. "Developer" means Burg & DiVosta Corporation, a Florida corporation, its grantees, successors and assigns. An Apartment Owner shall not, solely by the purchase of an Apartment, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Apartment Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

K. "The Marina at the Bluffs, a Condominium" is the name given to a condominium development located in the Town of Jupiter, Florida. This development is also referred to as "Marina Bluffs" "Marina Bluffs condominium(s)", and the "Marina Bluffs condominium development".

L. "The Marina at the Bluffs Condominium Association, Inc." means that certain association created to hold and maintain the common elements and properties located in the Marina Bluffs condominiums.

M. "Recreation Area Expenses" means the taxes, insurance, utility expenses, maintenance and other monetary expenses generally arising from ownership of improved real property attributable to the "Recreation Areas" (as hereinafter defined) and specifically described herein, which are part of the Common Expenses of the Marina Bluffs condominiums.

## II. PLAN OF DEVELOPMENT

A. Developer is the owner of the Marina Bluffs Land which is legally described on Exhibit A. Developer intends to construct thereon residential buildings and roadways and to submit portions thereof, other than the marina and Recreation Areas, to condominium ownership pursuant to the Act in accordance with the property plan for the Marina Bluffs Land attached hereto as Exhibit B ("Property Plan"). All of the land thus submitted and the Recreation Areas will be operated by the Association, and all of the Apartment Owners will be members of the Association. Each Marina Bluffs Condominium, and the Apartment Owners therein, and their invitees, licensees, guests, successors and assigns shall have the right to the use of the Recreation Area and all the facilities and improvements located thereon together with the obligation to pay the Recreation Area Expenses.

B. This Agreement shall be one of the Condominium Documents for each Marina Bluffs Condominium and the Association has entered into this Agreement so as to acquire the possessory and use interests in the Recreation Areas for the enjoyment, recreation and other use and benefit of Apartment Owners.

C. Because of the unique features of the development of Marina Bluffs Condominiums and the continuing necessity to preserve the plan of development, Developer has set forth covenants as to the use of the Recreation Areas, which covenants shall run with the land described in Exhibit A and the Apartments thereon, and which covenants are set forth in Article III of this Agreement.

D. It is contemplated that the Marina Bluffs Land will contain twenty-two (22) Marina Bluffs condominiums and in the aggregate six hundred sixty (660) Apartments. The Association hereby acknowledges and agrees that Developer shall not be obligated to complete the development of Marina Bluffs condominiums except to the extent that Developer shall determine.

E. At the "Turnover Date" (as hereinafter defined), Developer shall convey the Recreation Areas to the Association in fee simple subject to the covenants herein contained and the covenant that the Recreation Areas shall not be mortgaged, leased or conveyed by the Association (except to the Apartment Owners upon the termination of the condominium as provided for in each Declaration). The effect of the conveyance to the Association shall be to vest title to the Recreation Areas in the Association subject to the covenants herein contained and subject to the continuing obligation of the Apartment Owners to pay the Recreation Area Expenses to the Association. The term "Turnover Date" shall be the earlier of the following dates:

(1) Three (3) years after the first sale by Developer of an Apartment contained in the Marina Bluffs condominiums has been closed, which closing shall be evidenced by the recording of an instrument of conveyance of an Apartment to a Purchaser Member amongst the Public Records of Palm Beach County, Florida; or

(2) One hundred twenty (120) days after sales by Developer of seventy percent (70%) of the Total Apartments contemplated to be contained in the Marina Bluffs condominiums ("Total Apartments") have been closed, which closings shall be evidenced by the recording of instruments of conveyance of Apartments to each of such Purchaser Members amongst the Public Records of Palm Beach County, Florida; or

(3) When all of the Total Apartments have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold to Purchaser Members and none of the others are being offered for sale by Developer in the ordinary course of business; or

(4) When some of the Total Apartments have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business.



### III. PROVISIONS RELATING TO THE USE RESTRICTIONS, LAND USE COVENANTS AND EASEMENTS

In consideration of the benefits hereinafter contained and the payment of Recreation Area Expenses, Developer does hereby declare and the Association agrees that the Marina Bluffs Land is hereby committed to the following land uses:

A. Residential Property: Portions of the Marina Bluffs Land designated as "Residential Property" on the Property Plan shall be for residential use only and shall be subject to land use covenants to be impressed upon the Residential Property by the terms of the Declarations and any "Rules and Regulations" (as hereinafter defined) adopted by the Association. The roadways designated on the Property Plan shall be part of the Residential Property. The roadways shall always be kept and maintained for roadways and as a means of ingress and egress to and from, between and among, publicly dedicated streets and other Marina Bluffs Condominiums and the Recreation Areas. Street lights may be installed on the roadways as Developer shall, in its sole discretion, determine but in accordance with the requirements of the appropriate governmental agencies. Until the Turnover Date, the costs of installation of any street lights may be advanced by Developer to be reimbursed by the Association. After the Turnover Date, the Association shall directly pay such costs of installation, maintenance and service charges.

B. Recreation Areas: Portions of the Marina Bluffs Land designated as "Recreation Areas" on the Property Plan shall be made available for the use and enjoyment of the Association and the Apartment Owners solely in accordance with the covenants herein set forth. Five (5) Recreation Areas are planned to be constructed on the Marina Bluffs Land, as described on the Property Plan. The Recreation Areas will have certain improvements constructed thereon, including a recreation building, a swimming pool, mens' and womens' toilets, dressing facilities and walkways. It is presently contemplated that the Recreation Areas will be completed at approximately the same time as the issuance of a certificate of occupancy for the twenty-second Marina Bluffs condominium.

C. Marina Property: The marina property shall remain in the exclusive possession and control of the Developer. The Developer reserves the right to own, lease, manage, encumber, subdivide, sell, and otherwise use the marina property. No apartment owner shall have any interest in the marina property because of his ownership of an apartment, nor shall the cost of maintaining the marina property be assessed to any apartment owner as the common expense of any Marina Bluffs condominium.

D. The Recreation Areas are reserved for the exclusive use of the Association, Apartment Owners, their family members, guests, invitees and lessees in accordance with the terms of this Agreement and any Rules and Regulations.

E. The Board of Directors of the Association ("Board") shall impose rules and regulations regulating the use and enjoyment of the Recreation Areas and the Residential Property ("Rules and Regulations"). The Rules and Regulations so promulgated shall in all respects be consistent with the use covenants set forth in this Agreement. The Board may modify, alter, amend and rescind such Rules and Regulations provided such modifications, alterations, amendments and rescissions are consistent with the use covenants set forth herein.

F. Developer, on behalf of itself and its nominees, reserves the right to enter and transact upon the Marina Bluffs Lands, including the Recreation Areas, any business necessary to consummate the sale, lease or encumbrance of Apartments or other residential units being developed and sold by Developer in other portions of the Marina Bluffs Land, including, but not limited to, the right to maintain models and a sales office, place signs or employ sales personnel and use the Recreation Areas. Developer further reserves the right to make repairs to the Marina Bluffs Land and carry on construction activities. Developer and its nominees may exercise the foregoing rights without notifying the Association.

G. Developer hereby grants the following easements and reserves the right to grant such additional easements over, under, in and upon the Residential Property and the Recreation Areas in favor of Developer, the Association, its designees (including managing companies) and Apartment Owners and appropriate utility and other service corporations or companies and agencies of the state, city and political subdivisions thereof, for ingress and egress for persons, vehicles and bicycle paths and to provide power, electric, sewer, water and other utility services and lighting facilities, irrigation, drainage, television transmission facilities (including cable television), security service and facilities in connection therewith and access to publicly dedicated streets. Developer and the Association shall execute, deliver and impose, from time to time, such easements and cross easements for any of the foregoing purposes and at such location or locations as determined by Developer, or, upon the Turnover Date as shall be agreed upon by Developer and the Association.

#### IV. ASSESSMENTS FOR RECREATION AREA EXPENSES APPORTIONMENT AND COLLECTION; ESTABLISHMENT AND ENFORCEMENT OF LIENS

##### A. Affirmative Covenant to Pay Recreation Area Expenses.

In order (a) to fulfill the covenants contained in this Agreement; (b) to preserve the Recreation Areas for the recreation, safety, welfare and benefit of Apartment Owners, their licensees, invitees, guests, family members and lessees; and (c) to provide for maintenance and preservation of the Recreation Areas and the services and amenities provided for herein, there is hereby imposed upon the Marina Bluffs Land and the Apartment Owners therein, the affirmative covenant and obligation to pay the Recreation Area Expenses as defined and more particularly set forth in Article V of this Agreement. Developer and the Association agree that the other Condominium

Documents shall recognize that all of the covenants set forth in this Agreement, including the affirmative covenants herein set forth, run with the Recreation Areas and the Residential Property and that the assessments for Recreation Area Expenses due hereunder are Common Expenses. Each Apartment Owner by acceptance of a deed or other instrument of conveyance for an Apartment, whether or not it shall be so expressed in any such deed or instrument, shall be obligated and agrees to pay the Association all assessments for Recreation Areas Expenses determined in accordance with the provisions of the Condominium Documents.

#### B. Apportionment.

1. Recreation Area Expenses shall be paid to the Association from assessments of the Apartment Owners and shall be apportioned by the Association amongst all Marina Bluffs condominiums for which a Declaration of Condominium has been recorded on an equal basis ("Condominium Share"). Thereupon, the Association shall allocate each Condominium Share amongst all Apartments contained in such Marina Bluffs condominium according to the equal share of each Apartment in the Common Elements of such Marina Bluffs condominium. Recreation Area Expenses shall be assessed by the Association as the Board shall determine, but no less frequently than quarterly.

2. In the event that the Plan of Development is not completed by Developer, and Developer's mortgagee elects to complete the Plan of Development in a manner different from the Plan of Development as presently intended, Developer's mortgagee may modify the manner in which Recreation Area Expenses shall be apportioned, provided however, that each dwelling unit constructed on the Marina Bluffs Land by said mortgagee shall be allocated a share of Recreation Area Expenses equal to the share of each Marina Bluffs Condominium Apartment.

#### C. Lien

The annual assessments and special assessments, if any, for Recreation Area Expenses together with interest thereon and costs of collection, including reasonable attorneys' fees at all trial and appellate levels and whether or not suit be instituted, as hereinafter provided, are hereby declared to be a charge on the Residential Property and shall be a continuing lien upon the Residential Property or portion thereon against which each such assessment is made. As to any Marina Bluffs condominium, the assessment applicable to the Apartments contained therein shall be part of the Common Expenses of that Marina Bluffs condominium, and shall be collected by the Association in the same manner, by the same procedure and to the same extent as other Common Expenses. Each assessment against an Apartment, together with such interest thereon at the highest rate allowed by law and costs of interest thereon at the highest rate allowed by law and costs of collection thereof, including reasonable attorneys' fees at all trial and appellate levels and whether or not suit be instituted, shall be the personal obligation of the person, persons or entity owning the Apartment so assessed. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Palm Beach

County, Florida, of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien the party making payment shall be entitled to a recordable satisfaction of the statement of lien. The provisions of Section 718.116(6), Florida Statutes, are applicable to the assessments hereunder as to Apartments contained in any Marina Bluffs condominium and, therefore, a first mortgagee acquiring title to an Apartment as a result of foreclosure of such first mortgage or deed in lieu of foreclosure shall not be liable for the share of Recreation Area Expenses or other assessments chargeable to the former Apartment Owner which became due prior to acquisition of title through such foreclosure or deed in lieu of foreclosure. Such past due assessments shall be deemed cancelled unless secured by a claim of lien recorded prior to the recording of the foreclosed mortgage.

#### D. Enforcement

In the event any Apartment Owner shall fail to pay any annual assessment, or installment thereof, or any special assessment or installment thereof charged to his Apartment within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any or all of the following remedies:

1. To accelerate the entire amount of any annual assessment or special assessment for the remainder of the calendar year notwithstanding the provisions for the payment thereof in installments.

2. To advance on behalf of the Apartment Owner default funds to accomplish the needs of the Association. The amount or amounts of monies so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with interest at the highest legally allowable rate, may thereupon be collected by the Association. Such advance by the Association shall not waive the default of the Apartment Owner in failing to make its payments.

3. The Association may file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

4. Without waiving its lien rights and its right of foreclosure the Association may file an action at law to collect the assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees at all trial and appellate levels and whether or not suit be instituted.

#### E. Collection By Developer

In the event for any reason the Association shall fail to collect and pay over the Recreation Area Expenses then in that event Developer shall have the right to collect the same as set forth in

subparagraph D above. The right of Developer to collect the Recreation Area Expenses shall terminate upon the Turnover Date.

## V. RECREATION AREA EXPENSES

The following expenses of the Recreation Areas are declared to be Recreation Area Expenses which the Association is obligated to collect and pay and Apartment Owners are obligated to pay as provided in Article IV herein:

### A. Taxes.

Any and all taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments, impositions, liens for public improvements, special charges and assessments and, in general, all taxes and tax liens which may be assessed against the Recreation Areas and against any and all personal property which is now or hereafter placed thereon, including all interest, penalties and other charges which may accrue thereon. In the event any of the said taxes or assessments are payable according to their terms in installments, then the Association shall have the right to pay the same as such installments fall due.

### B. Utility Charges.

Any and all charges levied for utilities on the Recreation Areas whether they are supplied by a public or private firm, and to pay them monthly or as they come due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer and any other type of utility, or any other type of service charge.

### C. Liability Insurance.

From and after the date of the execution of this Agreement, the Association will cause to be written and pay the premiums on a policy or policies of insurance in the form generally known as public liability and/or owners', landlord and tenant policies insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operations and maintenance of the Recreation Areas and of the improvements and buildings located thereon, or for any other risk insured against by such policies, each class of which policies shall have been written within limits of not less than \$1,000,000.00 for damages incurred or claimed by any one person and for not less than \$1,000,000.00 for damages incurred by more than one person, and for not less than \$25,000.00 for property damage. All such policies will name the Association and Developer, as their respective interests may appear, as the persons insured by such policy or policies and the original or a true copy of each subject policy shall be delivered by the Association to Developer.

#### D. Fire, Windstorm and Other Casualty Insurance.

The cost of premiums for insurance to keep insured any and all buildings or improvements now located or which may hereafter be built or placed upon the Recreation Areas with good and responsible insurance companies authorized to do business in the State of Florida, for protection against loss or damage caused by or resulting from fire, windstorm, or other casualty, in any amount that would be sufficient to prevent co-insurance on the part of the parties; provided, however, any standard deductible clause required by insurers for unusual hazards will not be in violation of this covenant against co-insurance. All policies issued and renewals thereof shall be payable in the event of loss jointly to the parties hereto as their respective interests may appear. In the event of the destruction of said building or appurtenances by fire, windstorm or other casualty for which insurance money shall be payable, such insurance money shall be paid to the Association who shall open an account with a banking institution doing business in Palm Beach County, Florida for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, in addition to the insurance proceeds such additional sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage. In the event of any damage to any building or improvement or the destruction thereof, the Association shall repair or rebuild the same or construct new facilities similar to the old and shall utilize for this purpose insurance monies payable. The Association covenants and agrees that the reconstruction or repair shall be completed within six (6) months from the date proceeds sufficient for this purpose are made available to the Association. If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the control of the Association or the Association's contractor, then the time of completion shall be extended for such reasonable time as may be required to effect completion of said construction.

#### E. Maintenance and Repair of Property.

The Association shall, at its own expense, keep and maintain the building, swimming pool, deck areas, walkways, fixtures and improvements which may at any time be situated on the Recreation Areas, Roadways and all appurtenances thereunto belonging or appertaining, including fences, sidewalks and steps in good and substantial repair and in a clean and sanitary condition, and will use, keep and maintain said premises and improvements thereon, as well as the sidewalks, approaches and appurtenances in front of and around such building and swimming pool, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state and city governments having jurisdiction thereof, and statutes and the laws of the State of Florida and the United States of America and of any lawful authority applicable to and affecting the same and will protect and indemnify forever, save and keep harmless Developer from and against any loss, cost, damages and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants and stipulations herein contained

or occasioned or arising by or out of any accident or injury or damage to any persons whomsoever, or whatsoever happening or occurring in or about or upon the said premises or upon the sidewalks, approaches and appurtenances adjoining the same by the Association or any person or persons occupying, holding or claiming by, through or under the Association.

#### F. Management.

In addition to the foregoing, the Association may hire such employees or agents and purchase such equipment and materials as may be needed to provide for management and supervision of the Recreation Areas. It is, therefore, anticipated that as part of the Recreation Area Expenses, there may be such sums to pay for such labor, equipment, materials and employees or agents.

### VI. COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES

The Association covenants and agrees that it will, at its own expense, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire and hazard requirements, zoning requirements, setback requirements, drainage requirements, and other similar requirements designed to protect the public.

### VII. LAWFUL USE OF PREMISES

The Association covenants and agrees that it will conform to and observe all ordinances, rules, laws and regulations of the Town of Jupiter, Palm Beach County, the State of Florida and the United States of America, and all public authorities and boards of officers relating to the Residential Property and the Recreation Areas, or improvements upon the same, or use thereof, and will not during such time permit the same to be used for any illegal or immoral purpose, business or occupation.

### VIII. GENERAL PROVISIONS

A. The covenants contained herein shall run with and bind all of the real property described in Exhibit A and shall inure to the benefit of Developer, the Association and the owner of any property subject to this Agreement and their legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of this Agreement; after which time the restrictions and covenants contained herein shall be automatically extended for two (2) successive fifty (50) year periods unless an instrument signed by all the persons or entities then owning two-thirds (2/3) of all Apartments subject hereto has been recorded agreeing to terminate said covenants and regulations.

B. Developer, the Association and Apartment Owners and their grantees, successors or assigns by acceptance of their instrument of conveyance for an Apartment, all acknowledge that the Marina Bluffs Land is being developed under a common plan as set forth in Article II herein and in the other Condominium Documents. Such parties further acknowledge that the easement rights, use covenants and obligations to pay Recreation Area Expenses are an integral part of the common plan of development and are required to provide access to and from the various portions of the Marina Bluffs Land and publicly dedicated rights-of-way as well as the operation and maintenance of the Marina Bluffs Land. Accordingly, such parties hereby covenant that no amendment or termination of any Declaration or other Condominium Document shall be passed which will interfere with such common plan or the rights and obligations constituting an integral part of such common plan.

C. The right to modify these regulations and covenants and the terms of this Agreement is hereby reserved to the parties signatory hereto provided that any such modifications shall be placed amongst the Public Records of Palm Beach County, Florida. This right of modification is subject to the following, namely that such modifications shall not be inconsistent with the purposes and conditions herein set forth and shall not change the method of assessment or collection of Recreation Area Expenses in a manner that would be disproportionate to any Apartment Owner.

D. In the event that any taxing authority having jurisdiction over Marina Bluffs condominiums shall levy or assess any tax or special assessment against the condominiums as a whole as opposed to levying and assessing such tax or special assessment against each Marina Bluffs condominium or each Apartment and its appurtenant undivided interest in the Common Elements ("Total Tax"), then such Total Tax shall be apportioned by the Association amongst all Marina Bluffs condominiums for which a Declaration of Condominium has been recorded on an equal basis ("Condominium Share of Total Tax"). Thereupon, the Association shall allocate each Condominium Share of Total Tax amongst all Apartments contained in such Marina Bluffs condominium according to the equal share of each Apartment in the Common Elements of such Marina Bluffs condominium. The Association shall have the same powers to collect and enforce the payment of the Condominium Share of Total Tax, including lien rights, as provided in Article IV hereof for the collection and enforcement of Recreation Area Expenses.

E. Invalidity of any one of the provisions, agreements, covenants or undertakings herein contained by judgment or order of any court shall not affect any other provisions of this Agreement which shall remain in full force and effect.



IN WITNESS WHEREOF, this Agreement has been signed by Developer and the Association.

WITNESSES:

Kathleen D. Wheeler  
Melva N. Doubleday

BURG & DIVOSTA CORPORATION

By: X Clifford F. Burg  
Attest: Dan Eagle  
(SEAL) Dan Eagle

THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC.

Kathleen D. Wheeler  
Melva N. Doubleday

By: X Charles H. Hathaway  
Attest: William E. Shannon  
(SEAL) William E. Shannon, Jr.

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 1985 by Clifford F. Burg, President of Burg & Divosta Corporation, a Florida corporation, on behalf of the corporation.

Kathleen D. Wheeler  
Notary Public  
My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 13 1987  
BONDED THRU GENERAL INSURANCE UND

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 1985 by Charles H. Hathaway, President of The Marina at the Bluffs Condominium Association, Inc., on behalf of the corporation.

Kathleen D. Wheeler  
Notary Public  
My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 13 1987  
BONDED THRU GENERAL INSURANCE UND

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on June 5, 1984, as shown by the records of this office.

The charter number of this corporation is N03458.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
day of

6th June, 1984.

A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone  
Secretary of State



CER-101

ARTICLES OF INCORPORATION  
OF  
THE MARINA AT THE BLUFFS  
CONDOMINIUM ASSOCIATION, INC.  
(A Florida Corporation Not-For-Profit)

SECRETARY OF STATE

JUN 5 4 10 PM '74

FILED

In order to form a corporation not-for-profit, under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned hereby associate ourselves into a corporation not-for-profit, for the purpose and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" which are contained in the "Act" (as those terms are hereinafter defined), shall have the meaning of such terms set forth in such Act, and the following terms will have the following meanings:

A. "Act" means Condominium Act, Chapter 718, Florida Statutes, 1976, as amended by the 1983 Session of the Florida Legislature.

B. "Apartment" means "unit" as described in the Act and is that portion of the "Condominium Property" (as hereinafter defined) within a "Marina Bluffs Condominium" (as hereinafter defined) which is subject to exclusive ownership.

C. "Apartment Owner" means "unit owner" as defined in the Act and is the owner of an Apartment.

D. "Articles" means these Articles of Incorporation of the "Association" (as hereinafter defined).

E. "Assessment" means the share of funds required for the payment of "Common Expenses" (as such term is hereinafter defined) which from time to time is assessed against an Apartment Owner.

F. "Association" means The Marina at the Bluffs Condominium Association, Inc., a Florida corporation not-for-profit, responsible for operating "Marina Bluffs" (as hereinafter defined).

G. "Bluffs" is the name given to a planned unit development located in the Town of Jupiter, Florida, of which the "Marina Bluffs" condominium development (as hereinafter defined) is a part.

H. "Board" means the Board of Directors of the Association.

I. "By-Laws" means the By-Laws of the Association.

J. "Common Elements" means the portion of the "Condominium Property" (as hereinafter defined) of each Marina Bluffs condominium (including all of the real property), not included in the Apartments of such Marina Bluffs condominium.

K. "Common Expenses" means the expenses for which Apartment Owners are liable to the Association as defined in the Act and as described in the "Condominium Documents" (as hereinafter defined).

L. "Condominium Declaration" means the Declaration of Condominium by which a Marina Bluffs condominium is submitted by "Developer" (as hereinafter defined) to the condominium form of ownership.

M. "Condominium Documents" means in the aggregate each Condominium Declaration, these Articles, the By-Laws of the Association, the "Recreational Covenants Agreement" (as hereinafter defined), and all of the instruments and documents referred to therein and executed in connection with a Marina Bluffs condominium.

N. "Condominium Property" means the real property and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with a Marina Bluffs condominium and which have been submitted to the condominium form of ownership by the Developer pursuant to the Act.

O. "Developer" means Burg & DiVosta Corporation, a Florida corporation, its successors, grantees and assigns. An Apartment Owner shall not, solely by the purchase of an Apartment, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Apartment Owner is specifically so designated as a successor or assignee of such rights in the instrument of conveyance or any other instrument executed by Developer.

P. "Director" means a member of the Board.

Q. "The Marina at the Bluffs, a Condominium" is the name given to a condominium development located in the Town of Jupiter, Florida. This development is also referred to as "Marina Bluffs" "Marina Bluffs condominium(s)", and the "Marina Bluffs condominium development".

R. "The Marina at the Bluffs Condominium Association, Inc." means that certain association created to hold and maintain the common elements and properties located in Marina Bluffs condominiums.

S. "Member" means a member of the Association.

T. "Recreational Covenants Agreement" means that certain Agreement to be recorded amongst the Public Records of Palm Beach County, Florida, whereby the "Recreation Areas" within Marina Bluffs condominiums as therein described, are set aside by Developer for the benefit of the Association, the Apartment Owners, and other parties specified therein.

## ARTICLE I

### NAME

The name of this Association shall be THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC., whose present address is 10358 Riverside Drive, Palm Beach Gardens, Florida 33410.

## ARTICLE II

### PLAN FOR DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer plans to develop Marina Bluffs condominiums on property located in the Town of Jupiter, Florida. Developer intends that Marina Bluffs condominiums, shall consist of twenty-two (22) apartment buildings containing, in the aggregate, a maximum of six hundred sixty (660) apartments. It is intended that each apartment building will be submitted to condominium ownership as a separate Marina Bluffs condominium by the recording of a Condominium Declaration for that particular building and its appurtenances. As set forth in the Plan, Developer also intends to set aside a certain land area in the Marina Bluffs condominium development and to construct thereon certain improvements for the use of Apartment Owners, which land area and improvements ("Recreation Area") are described in the Recreational Covenants Agreement. The Association shall ultimately be conveyed ownership of the Recreation Areas as provided in Paragraph E of Article II of the Recreational Covenants Agreement. Developer further intends that easements shall be established across, over, under and upon the Residential Property, including the Condominium Property of each Marina Bluffs condominium and the Recreation Areas in order to provide means of ingress, egress and for other purposes for the convenience and benefit of Members of the Association, their family members, guests, licensees and invitees and other parties as set forth in the Recreational Covenants Agreement.

B. The Association shall be the condominium association responsible for the operation of each Marina Bluffs condominium, as well as all of the Marina Bluffs condominium development, including the Recreation Areas. Each Apartment Owner shall be a Member of the Association as provided in these Articles. Developer and the Association shall enter into the Recreational Covenants Agreement and the Association shall ultimately be conveyed ownership of the Recreation Areas as provided therein.

C. The purpose for which this Association is organized is to maintain, operate and manage the Marina Bluffs condominium development and Recreation Areas and the improvements located therein now or in the future; all in accordance with the Plan set forth above and the Condominium Documents.

## ARTICLE III

### POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. to own, operate, maintain and convey the property of the Association in accordance with the Condominium Documents;

2. to make, establish and enforce reasonable rules and regulations governing Marina Bluffs Condominiums, the Recreation Areas and the use of Apartments, Common Elements and Condominium Property;

3. to make, levy, collect and enforce Assessments against Apartment Owners in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of Marina Bluffs Condominiums and the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

4. to maintain, repair, replace and operate the Condominium Property and the Recreation Areas in accordance with the Condominium Documents and the Act; and to maintain and operate the surface water management system as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, if any;

5. to reconstruct improvements of the Condominium Property and the Recreation Areas in the event of casualty or other loss;

6. to enforce by legal means the provisions of the Condominium Documents;

7. to employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and the Recreation Area and to enter into any other agreements consistent with the purposes of the Association, including agreements as to the management of the Marina Bluffs Condominiums; and

8. to enter into the Recreational Covenants Agreement and any supplements, amendments or modifications thereto.

#### ARTICLE IV

##### MEMBERS

The qualification of Members, the manner of their admission to membership in the Association ("Membership"), the manner of the termination of such Membership, and voting by Members shall be as follows:

A. Until such time as the first Marina Bluffs condominium is submitted to condominium ownership by the recordation of its Condominium Declaration, the Membership of this Association shall be comprised solely of the Subscribers ("Subscriber Members") to these Articles; and, in the event of the resignation or termination of any

Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the Membership.

B. Once the first Marina Bluffs condominium is established by the recordation of its Condominium Declaration, the Subscriber Members' rights and interests shall be automatically terminated and the Apartment Owners within that and all subsequent Marina Bluffs condominiums submitted to condominium ownership, which shall mean in the first instance the Developer as the owner of the Apartments, shall be entitled to exercise all of the rights and privileges of Members.

C. Membership in the Association shall be established by the acquisition of ownership of fee title to an Apartment in any Marina Bluffs condominium as evidenced by the recording of an instrument of conveyance amongst the Public Records of Palm Beach County, Florida, whereupon the Membership of the prior Apartment Owner thereof, if any, shall terminate as to that Apartment. Where title to an Apartment is acquired by conveyance from a party other than Developer in the case of sale, acquisition, inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring such Apartment shall not be a Member unless or until such acquisition is in compliance with Article XIV of the Condominium Declaration. New Apartment Owners shall deliver a true copy of the deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any manner his Membership or his share in the funds and assets of the Association except as an appurtenance to his Apartment.

E. Membership in the Association shall be divided into classes ("Class Members") with the Apartment Owners of each Marina Bluffs condominium constituting a separate class. Each class shall be designated by the same designation used to denote that particular Marina Bluffs condominium. For example, Apartment Owners in Condominium 1 of the Marina Bluffs condominium development are "Class 1 Members".

F. In the event a Marina Bluffs condominium is terminated in accordance with its Condominium Declaration, the former Apartment Owners in that Marina Bluffs condominium shall no longer be Members or Class Members of the Association.

G. With respect to voting, the following provisions shall apply:

1. Either the Membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs G.2. and G.3. immediately below. However, in any event, each Apartment shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Condominium Declaration and By-Laws.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Marina Bluffs condominium shall be voted upon only by the Class Members of that Marina Bluffs condominium and shall be determined by a majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the By-Laws); and

(b) Matters substantially pertaining to the Association or to the Marina Bluffs condominium development as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the By-Laws).

3. Any decision as to whether a matter substantially pertains to a particular Marina Bluffs condominium for purposes of Class Member voting or to the Association or the Marina Bluffs condominium development as a whole for purposes of Membership voting shall be determined solely by the Board, but any matter material to the Recreation Areas cannot be allocated by the Board to the vote of other than the full Membership. Notwithstanding the foregoing, no action or resolution affecting a particular Marina Bluffs condominium which the Board determines to require the vote of the Membership shall be effective with regard to that particular Marina Bluffs condominium unless the Class Members of that Marina Bluffs condominium shall be given the opportunity to vote on said action or resolution.

4. The Membership shall be entitled to elect the Board as provided in Article IX of these Articles.

H. There shall be only one (1) vote for each Apartment, and if there is more than one (1) owner with respect to an Apartment as a result of the fee interest in such Apartment being held by more than one (1) person, such owners collectively shall be entitled to only one (1) vote in the manner determined by the Condominium Declaration.

## ARTICLE V

### TERM

The term for which this Association is to exist shall be perpetual; however, if the Association is dissolved, the property consisting of the surface water management system operated and maintained by the Association as a Common Element of each Marina Bluffs condominium shall be conveyed to an appropriate agency of local government and if not accepted thereby, then it must be conveyed to a similar non-profit corporation.

## ARTICLE VI

### SUBSCRIBERS

The names and residences of the Subscribers to these Articles are as follows:



NAME	ADDRESS
Charles H. Hathaway	10358 Riverside Drive Palm Beach Gardens, Fl. 33410
Robert S. Kairalla	10358 Riverside Drive Palm Beach Gardens, Fl. 33410
William E. Shannon, Jr.	10358 Riverside Drive Palm Beach Gardens, Fl. 33410

## ARTICLE VII

### OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

## ARTICLE VIII

### FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Charles H. Hathaway
Vice President	Robert S. Kairalla
Secretary	William E. Shannon, Jr.
Treasurer	William E. Shannon, Jr.

## ARTICLE IX

### BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors (the "First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be three (3). The number of Directors elected by the "Purchaser Members" (as hereinafter defined) subsequent to the Developer's Resignation Event, shall be as provided in Paragraph J of this Article IX.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

NAME	ADDRESS
Charles H. Hathaway	10358 Riverside Drive Palm Beach Gardens, Fl. 33410
Robert S. Kairalla	10358 Riverside Drive Palm Beach Gardens, Fl. 33410
William E. Shannon, Jr.	10358 Riverside Drive Palm Beach Gardens, Fl. 33410

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Upon the conveyance by Developer to Apartment Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the number of Apartments in a condominium at the Marina Bluffs condominium development which will eventually be operated by the Association, the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at a special meeting of the Membership to be called by the Board for such purpose (the "Initial Election Meeting"). Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of paragraph D of this Article IX, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur:

1. Three (3) years after the first sale by Developer of an Apartment contained in the Marina Bluffs condominiums development has been closed, which closing shall be evidenced by the recording of an instrument of conveyance of an Apartment to a Purchaser Member amongst the Public Records of Palm Beach County, Florida; or

2. One hundred twenty (120) days after sales by Developer of seventy percent (70%) of the Total Apartments contemplated to be contained in the Marina Bluffs condominium development ("Total Apartments") have been closed, which closings shall be evidenced by the recording of instruments of conveyance of Apartments to each of such Purchaser Members amongst the Public Records of Palm Beach County, Florida; or

3. When all of the Total Apartments have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold to Purchaser Members and none of the others are being offered for sale by Developer in the ordinary course of business; or

~~4. When some of the Total Apartments have been conveyed to~~  
Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").

F. At the Majority Election Meeting, Purchaser Members shall elect two (2) of the Directors, and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph F above, at each subsequent Annual Members' Meeting, until the Annual Members' Meeting following the Developer's Resignation Event.

H. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within sixty (60) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of meeting shall be forwarded to all Members in accordance with the By-Laws. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

I. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the Total Apartments for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The

happening of either such event is herein referred to as the "Developer's Resignation Event". Upon the Developer's Resignation Event, the Directors elected by Purchaser Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified.

J. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, all of the Directors shall be elected by the Members and upon the affirmative vote of a majority of the Board, the Board may be expanded to not greater than five (5) Directors.

K. The resignation of a Director who has been elected or designated by Developer and the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board shall remise, release, acquit, satisfy, and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation.

L. The Association, prior to the Majority Election Meeting, shall not be bound either directly or indirectly to any contract or lease (including a management contract), unless there is a right of termination in such contract or lease, which is exercisable without cause and without penalty upon not more than ninety (90) days notice to the other party thereto.

## ARTICLE X

### INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the

Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

## ARTICLE XI

### BY-LAWS

The By-Laws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board.

## ARTICLE XII

### AMENDMENTS

A. Prior to the recording of the first Condominium Declaration amongst the Public Records of Palm Beach County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Subscribers to these Articles and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendments, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Condominium Declaration upon the recording of any such Condominium Declaration.

B. After the recording of the first Condominium Declaration amongst the Public Records of Palm Beach County, Florida, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Membership must be by a vote of a majority of the Members present at a meeting of the Membership at which a quorum is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum is present.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Condominium Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of Palm Beach County, Florida.

E. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent therefor by Developer.

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures, this 21 day of May, 1984.

Charles H. Hathaway  
Charles H. Hathaway  
Robert S. Kairalla  
Robert S. Kairalla  
William E. Shannon  
William E. Shannon  
SECRETARY OF STATE  
JUN 5 4 20 PM '84  
FRED

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared CHARLES H. HATHAWAY, ROBERT S. KAIRALLA and WILLIAM E. SHANNON, JR., to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures, this 21st day of May, 1984.

William M. Kairalla  
Notary Public

My Commission Expires: 12/12/85.

aforementioned notice and information, the Board must either approve or disapprove the transfer of title by gift, devise, inheritance or otherwise to the person so named in the notice. The approval of the Board shall be in recordable form signed by any two (2) members of the Board and delivered to the person obtaining title. Failure of the Board to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association, through two (2) officers, shall prepare and deliver written approval in recordable form as aforesaid. If the Association shall disapprove, the matter shall be disposed of by the Board advising the person obtaining title by gift, devise, inheritance or otherwise in writing, of a purchaser or purchasers who will buy the said Apartment at its fair market value. The fair market value shall be determined by any of the following methods: (a) by an average of the appraisals given by three (3) M.A.I. appraisers, one (1) of whom shall be selected by the purchaser, one (1) by the person holding title and one (1) by the two (2) appraisers just appointed; (b) upon mutual agreement by the purchaser and person holding title; or (c) by one (1) M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the purchase price. Simultaneously with notification to the person holding title that the Association has furnished a purchaser, there shall be submitted a signed contract by said purchaser or purchasers providing for the acquisition of the Apartment in accordance with the terms of this Declaration.

3. If the Association, by its Board, shall fail to provide a purchaser within thirty (30) days from receipt of notice described in the prior paragraphs, or if the purchaser furnished by the Association shall default in his acquisition, then the Board shall be required to approve the passage of title by gift, devise, inheritance or other transaction and shall evidence the same by an instrument in writing in recordable form signed by two (2) members of the Board.

#### D. Unauthorized Transactions

Any sale, transfer, mortgage or lease not authorized pursuant to the terms of this Article XIV shall be voidable by the Association unless subsequently approved by the Association in the manner specified in this Article XIV.

#### E. Rights of Mortgagee in Event of Foreclosure

Upon becoming the owner of an Apartment through foreclosure or by deed in lieu of foreclosure, a Mortgagee holding a mortgage on an Apartment or whomsoever shall become the acquirer of title to an Apartment at the foreclosure sale for the benefit of such Mortgagee shall have the unqualified right to sell, lease or otherwise transfer said Apartment, including the fee ownership thereof, and/or to mortgage said Apartment without prior offer to the Association. It is specifically declared that, except as set forth in Article XXV hereof, the provisions of Paragraphs A, B, and C of this Article XIV shall be inapplicable only to Mortgagees or the acquirer of title as above described in this Paragraph.

11-1-73  
B-1842

DECLARATION OF CONDOMINIUM  
OF  
CONDOMINIUM 14 OF THE MARINA AT THE BLUFFS, A CONDOMINIUM

BURG & DIVOSTA CORPORATION, a Florida corporation (hereinafter referred to as "Developer"), as owner in fee simple of the "Land" (as hereinafter defined), hereby makes this Declaration of Condominium of Condominium 14 of The Marina at the Bluffs, a Condominium, (the "Declaration") to be recorded amongst the Public Records of Palm Beach County, Florida, where the Land is located and states and declares:

I. SUBMISSION STATEMENT

The Developer is the owner of record of the "Condominium Property" hereinafter described and does hereby submit the same to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended by the 1983 Session of the Florida Legislature ("Act").

II. NAME

The name by which the condominium created hereby (the "Condominium") and the Condominium Property are to be identified is:

CONDOMINIUM 14 OF THE MARINA AT THE BLUFFS, A CONDOMINIUM

III. LAND

The legal description of the land included in the Condominium Property and submitted herewith to condominium ownership is described in Exhibit A, which is attached hereto and made a part hereof ("Land").

IV. DEFINITIONS

The terms contained in this Declaration shall have the meanings given in the Act and for clarification the following terms have the following meanings:

A. "Act" means Chapter 718, Florida Statutes, 1976, as amended by the 1983 Session of the Florida Legislature.

B. "Apartment" means the portion of the Condominium that is subject to private ownership, and is a "unit" as defined in the Act.

C. "Apartment Owner(s)" means the owner(s) of an Apartment.

D. "Articles" means the Articles of Incorporation of the "Association" (as hereinafter defined).

RETURN TO: WOOD, COBB, MURPHY & CRAIG

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E. "Association" means The Marina at the Bluffs Condominium Association, Inc., a Florida non-profit corporation organized to administer this Condominium and the other "Marina Bluffs Condominiums" (as hereinafter defined) and having as its members the Apartment Owners.

F. "Bluffs" is the name given to a planned unit development located in the Town of Jupiter, Florida, of which "The Marina at the Bluffs, A Condominium" (as hereinafter defined) is a part.

G. "Board" means the Board of Directors of the Association.

H. "By-Laws" means the By-Laws of the Association.

I. "Common Elements" means the portion of the Condominium Property, including the Land and surface water management system, not included in the Apartments.

J. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the "Condominium Documents" (as hereinafter defined) and includes:

(1) The cost of operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire, extended coverage, and fidelity bond insurance; and

(2) "Recreation Area Expenses" as set forth in the "Recreational Covenants Agreement" (as those terms are hereinafter defined); and

(3) Any other expenses so designated from time to time by the Board.

K. "Condominium Documents" means in the aggregate this Declaration, the Articles, the By-Laws, the Recreational Covenants Agreement, and all of the instruments and documents referred to therein and executed in connection with the Condominium.

L. "Condominium Property" means the Land, all improvements thereon, including the Apartments, the Common Elements and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium, and the possessory and use rights set forth in the Recreational Covenants Agreement.

M. "Declaration" means this instrument or any other instrument by which Developer submits a Marina Bluffs Condominium to condominium ownership in accordance with the Act.

N. "Developer" means Burg & DiVosta Corporation, a Florida corporation, its grantees, successors and assigns. An Apartment Owner shall not, solely by the purchase of an Apartment, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Apartment Owner is specifically

so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

O. "Limited Common Elements" means the portion of the Common Elements which are reserved for the use of a certain Apartment or Apartments to the exclusion of other Apartments.

P. "The Marina at the Bluffs, a Condominium" is the name given to a condominium development located in the Town of Jupiter, Florida. This development is also referred to as "Marina Bluffs" "Marina Bluffs condominium(s)", and as the "Marina Bluffs condominium development".

Q. "The Marina at the Bluffs Condominium Association, Inc." means that certain association created to hold and maintain the common elements and properties located in Marina Bluffs condominiums.

R. "Recreation Area Expenses" means the taxes, insurance, utility expenses, maintenance and other monetary expenses generally arising from ownership and operation of the "Recreation Areas" (as defined in the Recreational Covenants Agreement), which expenses are more specifically described in the Recreational Covenants Agreement, and which are part of the Common Expenses of the Marina Bluffs Condominiums.

S. "Recreational Covenants Agreement" means the document recorded in Official Records Book 4486, Page 1028 of the Public Records of Palm Beach County, Florida, by which certain lands and improvements are burdened with certain covenants, restrictions and easements for the benefit of the Association and the Apartment Owners.

#### V. DESCRIPTION OF IMPROVEMENTS

A. The improvements included in the Condominium are described on the "Survey" (as hereinafter defined) and include a five-story, residential, multi-family apartment building ("Building"). The Condominium contains thirty (30) Apartments, each of which is identified by a three digit arabic numeral (e.g. "201") and is so referred to herein and in the Exhibits hereto. No Apartment in the Building bears the same numeral as any other Apartment in the Building.

B. Annexed hereto as Exhibit B and made a part hereof is a survey of the Land, a graphic description of the improvements in which the Apartments are located, a site plan, and a description of Apartment Dimensions (all of which are herein referred to as the "Survey"). The Survey shows and identifies thereon the Common Elements and each Apartment and its relative location and approximate dimensions. There is attached to the Survey and made a part hereof a certificate of a surveyor, prepared, signed and in conformance with the requirements of Section 718.104(4)(e) of the Act.

C. There are reflected on the Survey certain areas designated for parking ("Parking Spaces"). Certain of the Parking Spaces (Apartment Owner Parking Space(s)) are reserved for the exclusive use of Apartment Owners, their family members, invitees, licensees and guests. The Apartment Owner Parking Spaces shall be assigned as set forth in Article XIII hereof. The remainder of the Parking Spaces will be set aside for guest parking ("Guest Parking Spaces"). Apartment Owner Parking Spaces and Guest Parking Spaces may be used only by Apartment Owners and their family members, invitees, licensees and guests under such rules and regulations ("Rules and Regulations") as may be promulgated from time to time by the Board. The Apartment Owner Parking Spaces are Limited Common Elements and shall be maintained, repaired and replaced by the Association, and the Apartment Owners assessed for such maintenance, repair and replacement.

#### VI. UNDIVIDED SHARES IN COMMON ELEMENTS

A. Each Apartment shall have as an appurtenance thereto an undivided equal share in the Common Elements.

B. Each Apartment shall have as an appurtenance thereto the right to use all of the Common Elements of this Condominium in accordance with the Condominium Documents.

#### VII. SHARES IN COMMON EXPENSES AND OWNING COMMON SURPLUS

The Common Expenses shall be equally shared by each Apartment Owner, and the "Common Surplus" (as that term is defined in the Act) shall be owned equally by each Apartment Owner.

#### VIII. PLAN FOR DEVELOPMENT

A. Developer is the developer of Marina Bluffs Condominiums which are intended to be located in the Town of Jupiter, Palm Beach County, Florida. It is intended that Marina Bluffs Condominiums shall be, in the aggregate, twenty-two (22) apartment buildings containing a total of six hundred sixty (660) apartments. It is presently intended that each apartment building will be submitted to condominium ownership as a separate Marina Bluffs Condominium by the recording of a Declaration for that particular building and appurtenances. It should be also conclusively presumed, that for the purpose of sharing in common expenses and sharing in ownership of common surplus, that the Common Elements appurtenant to each condominium are equal. As set forth in the Recreational Covenants Agreement, Developer has set aside certain land areas to construct thereon certain improvements for the use of apartment owners in all of the Marina Bluffs Condominiums ("Recreation Areas"). The Association shall ultimately be conveyed ownership of the Recreation Areas. As set forth in the Recreational Covenants Agreement, easements have been established across, over, under and upon the "Residential Property" (as that term is defined in the Recreational Covenants Agreement), including the condominium property of each Marina Bluffs Condominium and the Recreation Areas, in

order to provide a means of ingress and egress, and for other purposes for the convenience and benefit of members of the Association, their family members, guests, licensees and invitees.

B. The Association shall be the condominium association responsible for the operation of each Marina Bluffs Condominium as well as the Recreation Areas. Each Apartment Owner in each of the Marina Bluffs Condominiums shall be a member of the Association as provided in the Condominium Documents. Copies of the Articles and By-Laws of the Association are attached hereto as Exhibits C and D, respectively, and are hereby made a part hereof.

C. While it is not the intent of the Developer to relinquish control of the development, in the event that Developer's mortgagee obtains title to the development, the mortgagee may decide in its sole discretion not to complete the plan for development as presently intended and depicted with regard to apartment buildings not submitted to Declaration of Condominium. Such a mortgagee shall have the right to use all access roads and recreation areas when in possession, and would be authorized to modify the plan for development including the ability to add members to the Association who shall pay their prorata share of maintenance and other costs.

#### IX. VOTING RIGHTS OF APARTMENT OWNERS

A. The owner or owners, collectively, of the fee simple title of record of each Apartment shall be entitled to one vote per Apartment in the Association as to the matters on which a vote by Apartment Owners is taken as provided under the Condominium Documents and the Act.

B. The vote of the owners of any Apartment owned by more than one natural person, or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a proxy signed by all of the owners of such Apartment or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Association. The proxy shall be valid until revoked by a subsequent proxy similarly signed and filed and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof; provided, in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. If the proxy is not on file, the vote associated with an Apartment where the proxy is required shall not be considered in determining the requirement for a quorum or for any other purpose.

C. Notwithstanding the provisions of Paragraph B of this Article IX, whenever any Apartment is owned by a husband and wife, they may, but shall not be required to, designate a Voting Member. In the event a proxy designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Apartment owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one spouse is present at a meeting, the person present may cast the Apartment's vote without establishing the concurrence of the absent spouse.

## X. EASEMENTS

### A. Easements in Other Marina Bluffs Condominiums

Developer declares that the Apartment Owners in each Marina Bluffs Condominium shall have the right to use and enjoy the walks and other rights-of-way comprising a portion of the Common Elements within each such Marina Bluffs Condominium, and each Declaration shall provide appropriate easement provisions to effect this plan.

### B. Perpetual Nonexclusive Easement to Public Ways

The walks and other rights-of-way in this Condominium as shown on the Survey or hereafter located within the Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same and, pursuant to the Recreational Covenants Agreement, to the Recreation Areas and to public ways, including dedicated streets, which easement is hereby created in favor of all the Apartment Owners in the Condominium and owners of apartments in all Marina Bluffs Condominiums now or hereafter existing for their use and for the use of their family members, guests, invitees or licensees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and all easements over and upon same. Notwithstanding anything to the contrary contained in this paragraph, the easements described and set forth in this paragraph are intended to comply with Section 718.104(4)(m) of the Act.

### C. Easements and Cross-Easements on Common Elements

Inasmuch as the Condominium constitutes a part of Marina Bluffs Condominiums, the Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the balance of Marina Bluffs Condominiums and the owner or owners of any portions thereof, their family members, guests, invitees or licensees, the Association, and such appropriate utility and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by the Developer to and from all portions of Marina Bluffs Condominiums for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not

limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it or the Board deems to be in the best interests of and necessary and proper for the Condominium and the balance of the Marina Bluffs Condominiums.

#### D. Easement for Encroachments

All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium property or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements. The above easements shall continue until such encroachments no longer exist.

### XI. PROVISION FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

A. In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Apartment and its appurtenant undivided interest in Common Elements, as now provided by law (herein called the "New Total Tax"), then such New Total Tax shall be paid as a Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual budget of the Association or shall be separately levied and collected as a special assessment by the Association against all of the owners of all Apartments. Each Apartment Owner shall be assessed by and shall pay to the Association in equal shares the New Total Tax. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Apartment and its appurtenant undivided interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Apartment and its appurtenant undivided interest in Common Elements.

B. All personal property taxes levied or assessed against personal property owned by the Association shall be paid by said Association and shall be included as a Common Expense in the annual budget of the Association.

## XII. OCCUPANCY AND USE RESTRICTIONS

A. The Apartments shall be used for single-family residences only. No separate part of an Apartment may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No Apartment may be rented more than twice in any twelve (12) month period or for a term of less than four (4) months.

B. An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates on his Apartment or the Common Elements; obstruct or interfere with the rights of other Apartment Owners or the Association; or annoy other Apartment Owners by unreasonable noises or otherwise. An Apartment Owner shall not commit or permit any nuisance, immoral or illegal act in his Apartment or other portions of the Condominium Property.

C. An Apartment Owner shall show no sign, advertisement or notice of any type on the Common Elements, or in or upon his Apartment, and shall erect no exterior antennae or aerials upon any portion or part of his Apartment or other portions of the Condominium Property.

D. Except as provided under the Rules and Regulations promulgated by the Association from time to time, an Apartment Owner shall not keep any pet in his Apartment, nor keep any other animals, livestock or poultry nor may any of the same be raised, bred or kept upon any portion of the Condominium Property. No clothesline or other similar device shall be allowed in any portion of the Condominium Property. No trailer, boat, van, camper, truck or commercial vehicle shall be permitted on any portion of the Condominium Property, except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use if any such use is so designated by the Rules and Regulations.

## XIII. PARKING SPACES

A. There are reflected on the "Survey" for the Condominium, Parking Spaces located upon the Condominium Property. These Parking Spaces shall be used, assigned and reassigned in accordance with the provisions of this Article XIII. The use of a Parking Space shall be an appurtenance to the Apartment to which it is assigned.

### B. Assignment of Parking Spaces

1. Developer has the right to assign the use of a particular Parking Space to a particular Apartment at the time the Apartment is originally acquired from Developer. The assignment of use shall be made by describing the particular Parking Space by reference thereto in a document entitled "Assignment of Use of Parking Space" which shall be delivered at the same time as the Special Warranty Deed to the Apartment. The Association shall maintain a book ("Book") for the purpose of listing each assignee of each Parking Space and the

transfers thereof. Upon assignment of such Parking Space by Developer, Developer shall cause the Association to record its transfer in the Book, and the Apartment to which its use is assigned shall have the exclusive right to the use thereof. The use of the Parking Space shall thereupon be appurtenant to said Apartment and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Apartment. Upon conveyance or passing of title to the Apartment to which the said assignment of use of Parking Space has been made, the Apartment Owner making the conveyance of title shall execute a notice of transfer to the Association which shall thereupon cause to be executed in the name of the grantee or transferee of such Apartment a new document entitled "Assignment of Use of Parking Space" and record the transfer in the Book.

2. The Assignment of Use of Parking Space shall be a written instrument signed by any two (2) officers of the Association which shall describe the Parking Space, the use of which is to be assigned, the name of the transferee and the transferee's Apartment number, which shall thereupon be recorded in the Book.

3. In the event any Parking Spaces have not been assigned to the use of any particular Apartment, such Parking Spaces may be assigned, used or leased on such terms and conditions as the Board may from time to time determine; provided that a portion of the Parking Spaces shall always be kept for providing guest parking.

#### C. Restrictions on Separate Transfer of Parking Spaces

1. The use of a Parking Space may be transferred by an Apartment Owner to another Apartment Owner within the Condominium, provided that the transferor shall execute a written assignment which shall describe the identification number of the Parking Space, the Apartment to which it was appurtenant, the name of the transferee and the transferee's Apartment number and shall furnish the same to the Association which shall record such transfer in the Book.

2. Notwithstanding any of the provisions contained in subparagraph C.1. of this Article XIII immediately above, the use of a Parking Space which is encumbered by a mortgage shall not be transferred without the written consent and authorization of such Mortgagee.

#### D. Restrictions on Use of Parking Spaces

No trucks, boats, trailers or campers may be parked at any time on the Condominium Property except as provided under the Rules and Regulations of the Association or as the Association may otherwise provide. The Association shall have the right to authorize the towing away of any vehicles which violate this Declaration or the Rules and Regulations of the Association, with costs to be borne by the owner or violator.

#### E. One Parking Space to Every Apartment

Notwithstanding any provisions herein contained as to



transfers of Parking Spaces, every Apartment shall have the use of at least one (1) Parking Space, and no transfer shall be made which shall deprive any Apartment of such use.

#### XIV. SALES, LEASES, MORTGAGES AND CONVEYANCES

In order to assure a community of congenial and responsible Apartment Owners and thus protect the value of the Apartments, the sale, leasing, and mortgaging of Apartments shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions herein or elsewhere contained, or until this section of the Declaration is amended in the manner herein provided:

##### A. Sale or Lease

No Apartment Owner may dispose of his Apartment or any interest therein by sale or lease without approval of the Board on behalf of the Association, which approval of the Association shall be obtained in the manner hereinafter provided:

1. Notice to Association. Each and every time an Apartment Owner ("Transferor") intends to make a sale or lease of his Apartment or any interest therein ("Offering"), he shall give written notice to the Association ("Notice") of such intention, together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease and such other information as the Association may reasonably require on forms that are supplied by the Association. The giving of such Notice shall constitute a warranty and representation by the Transferor to the Association and any purchaser or lessee produced by the Association, as hereinafter provided, that the Transferor believes the proposal to be bona fide in all respects. The Notice just described shall be sent by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Association, by its Board, shall either approve the Offering ("Approval"), unless such disapproval is for cause based on a violation or potential violation of the Condominium Documents, or furnish a purchaser or lessee approved by the Association and give notice thereof to Transferor who will accept the sale or lease to the substitute purchaser or lessee furnished by the Association upon terms as favorable to Transferor as the terms stated in the Notice; except that the purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval within which to complete the sale or lease of Transferor's Apartment. Transferor shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association. If the Association approves the Offering, such Approval shall be in writing and in recordable form, signed by any two (2) members of the Board, and shall be delivered to the purchaser or lessee of the Transferor. Failure of the Board to grant Approval or to furnish a substitute purchaser or lessee within thirty (30) days after the Notice is received shall constitute

Approval, and the Association shall be required to prepare and deliver to the purchaser or lessee of the Transferor a written Approval in recordable form signed by two (2) members of the Board.

#### B. Mortgages

1. An Apartment Owner may mortgage his Apartment or any interest therein without the approval of the Board. There shall be no restriction attempting to limit the Apartment Owner to a designated class or classes of mortgage lenders. During normal business hours, the Association shall make available to Apartment Owners, and to mortgage lenders, holders, insurers or guarantors current copies of the Condominium Documents and the books, records and financial statement of the Association. Any holder of a first mortgage shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

2. Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Apartment number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Apartment on which there is a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an owner of an Apartment subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

#### C. Acquisition by Gift, Devise or Inheritance

1. Any person (except the spouse, children or parents of an Apartment Owner) who has obtained an Apartment by gift, devise, inheritance or by any other method not heretofore considered shall give to the Association notice of the fact of obtaining such Apartment, together with (a) such information concerning the person(s) obtaining the Apartment as may be reasonably required by the Association and (b) a certified copy of the instrument by which the Apartment was obtained. If the notice to the Association herein required is not given, then at any time after receiving knowledge of the gift, devise, inheritance or other transaction the Association, by its Board, may, at its election, approve or disapprove the transaction or ownership. The Association shall proceed as if it had been given the required notice on the date of such knowledge.

2. Within thirty (30) days after receipt of the

aforementioned notice and information, the Board must either approve or disapprove the transfer of title by gift, devise, inheritance or otherwise to the person so named in the notice. The approval of the Board shall be in recordable form signed by any two (2) members of the Board and delivered to the person obtaining title. Failure of the Board to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association, through two (2) officers, shall prepare and deliver written approval in recordable form as aforesaid. If the Association shall disapprove, the matter shall be disposed of by the Board advising the person obtaining title by gift, devise, inheritance or otherwise in writing, of a purchaser or purchasers who will buy the said Apartment at its fair market value. The fair market value shall be determined by any of the following methods: (a) by an average of the appraisals given by three (3) M.A.I. appraisers, one (1) of whom shall be selected by the purchaser, one (1) by the person holding title and one (1) by the two (2) appraisers just appointed; (b) upon mutual agreement by the purchaser and person holding title; or (c) by one (1) M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the purchase price. Simultaneously with notification to the person holding title that the Association has furnished a purchaser, there shall be submitted a signed contract by said purchaser or purchasers providing for the acquisition of the Apartment in accordance with the terms of this Declaration.

3. If the Association, by its Board, shall fail to provide a purchaser within thirty (30) days from receipt of notice described in the prior paragraphs, or if the purchaser furnished by the Association shall default in his acquisition, then the Board shall be required to approve the passage of title by gift, devise, inheritance or other transaction and shall evidence the same by an instrument in writing in recordable form signed by two (2) members of the Board.

#### D. Unauthorized Transactions

Any sale, transfer, mortgage or lease not authorized pursuant to the terms of this Article XIV shall be voidable by the Association unless subsequently approved by the Association in the manner specified in this Article XIV.

#### E. Rights of Mortgagee in Event of Foreclosure

Upon becoming the owner of an Apartment through foreclosure or by deed in lieu of foreclosure, a Mortgagee holding a mortgage on an Apartment or whomsoever shall become the acquirer of title to an Apartment at the foreclosure sale for the benefit of such Mortgagee shall have the unqualified right to sell, lease or otherwise transfer said Apartment, including the fee ownership thereof, and/or to mortgage said Apartment without prior offer to the Association. It is specifically declared that, except as set forth in Article XXV hereof, the provisions of Paragraphs A, B, and C of this Article XIV shall be inapplicable only to Mortgagees or the acquirer of title as above described in this Paragraph.

## XV. MAINTENANCE AND REPAIR PROVISIONS

### A. By Apartment Owners

The responsibility of an Apartment Owner is as follows:

1. To maintain in good condition, to repair and to replace at his expense all portions of his Apartment, including any screening on his Florida room, all window panes and all interior surfaces within or surrounding his Apartment (such as the surfaces of the walls, ceilings and floors); to maintain and to repair the fixtures therein, including the air conditioning equipment; and to pay for any utilities which are separately metered to his Apartment. Every Apartment Owner is responsible for the cleaning of the exterior of all window panes contained in his Apartment. Every Apartment Owner must perform promptly all maintenance and repair work within his Apartment, as aforesaid, which if not performed would affect the Condominium Property in its entirety or an Apartment belonging to another Apartment Owner. Each Apartment Owner shall be expressly responsible for the damages and liabilities that his failure to perform his above-mentioned responsibilities may engender. Apartments shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

2. Not to make any alterations in the Building or the Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building or the Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Building without first obtaining the written consent of the Board.

3. Not to paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Building maintained by the Association, including walkways, doors or window frames (except for replacing window panes), etc. Not to place any drapery facings without white outside lining heat reflecting devices, blinds or shades without first obtaining the written approval of the Board, which approval the Board may withhold in its absolute discretion. Not to have any exterior lighting fixtures, mail boxes, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Building without first obtaining specific written approval of the Board. The Board shall not grant approval if, in its opinion, the effect of any of the items mentioned herein will be unsightly.

4. To promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which is with the Association.

5. Not to make repairs to any plumbing or electrical wiring within an Apartment, except by licensed plumbers or electricians. The provisions as to the use of a licensed plumber or electrician shall not be applicable to a Mortgagee or to Developer. Plumbing and electrical repairs within an Apartment shall be paid for and shall be the financial obligation of the Apartment Owner.

6. To permit any officer of the Association or any agent of the Board to have access to each Apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Apartment or Apartments, which shall be their irrevocable right.

B. By the Association

The responsibility of the Association is as follows:

1. To repair, maintain and replace all of the Common Elements including the surface water management system and all exterior surfaces of the Building (except the replacing or cleaning of window panes or window screens as set forth above) and to maintain and repair all landscaping upon the Condominium Property.

2. To maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services, but excluding therefrom appliances and plumbing fixtures within an Apartment.

3. To repair, maintain and replace any and all improvements and facilities located upon the Recreation Areas in accordance with the Recreational Covenants Agreement.

C. Alterations and Improvements

The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the rights of any Apartment Owner or any Mortgagee. In the event such changes or improvements prejudice the rights of an Apartment Owner or Mortgagee, the consent of such Apartment Owner or Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of two-thirds (2/3) of the Apartment Owners if the cost of the same shall be in Common Expenses which shall exceed One Thousand (\$1,000) Dollars. The cost of such alterations and improvements shall be assessed among the Apartment Owners in equal shares.

## XVI. PROVISIONS FOR COMMON EXPENSES AND ASSESSMENTS

### A. Common Expenses

The Association, by its Board, shall prepare a budget for the operation and management of the Association, the Recreation Areas, the Condominium and for each of the Marina Bluffs Condominiums, which budget shall be prepared and adopted in accordance with the Condominium Documents. An equal portion of the expenses applicable to the Marina Bluffs Condominiums as set forth in the budget shall be allocated to each Condominium, which equal portion shall constitute the Common Expenses of the Condominium. Except as otherwise provided in the Condominium Documents, the Common Expenses, in turn, shall be allocated to each Apartment Owner based upon each Apartment Owner's equal share of ownership of Common Elements, which sum, together with each Apartment Owner's equal share of Recreation Area Expenses as determined in the Recreational Covenants Agreement shall be assessed as the "Annual Assessment". In allocating the expenses to each Marina Bluffs Condominium, the Board shall attempt to provide an equal Annual Assessment to all apartments; however, any expenses occasioned by a particular Marina Bluffs Condominium or group of Marina Bluffs Condominiums which the Board determines may be more appropriately allocated to such Marina Bluffs Condominium or Marina Bluffs Condominiums shall be so allocated. Notwithstanding the above stated method of allocation, however, the Apartment Owners shall be obligated to pay in addition to the Annual Assessment, such special assessments ("Special Assessment") as shall be levied by the Board against their Apartment or Apartments either as a result of (a) extraordinary items of expense; (b) the failure or refusal of other Apartment Owners in this Condominium or other Apartment Owners in other Marina Bluffs Condominiums to pay their Annual Assessment; or (c) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents, or the Act.

### B. Assessments

Assessments shall be made and determined as provided herein and in the other Condominium Documents. Annual Assessments shall be payable in quarterly installments or in such other installments as the Board may determine (but in no event less frequently than quarterly) and notice to Apartment Owners in writing ("Assessment Payment Method").

1. The record owners of each Apartment shall be personally liable, jointly and severally, to the Association for the payment of Annual Assessments and any Special Assessments (collectively "Assessments") levied by the Association and for all costs of collecting delinquent Assessments, plus interest and reasonable attorneys' fees as hereinafter provided. In the event of default in the payment of an installment under the Assessment Payment Method used by the Board or a default in payment of a Special Assessment, the Board may accelerate remaining installments of the Annual Assessment upon notice thereof to the Apartment Owner in default, whereupon, the entire unpaid balance of the Annual Assessment shall become due upon the date stated in the notice (which date shall not be less than ten

(10) days after the date of the notice). In the event any Special Assessment, installment under the Assessment Payment Method or accelerated Annual Assessment is not paid within twenty (20) days after their respective due dates, the Association, through the Board, may proceed to enforce and collect the said Assessments against the Apartment Owner owing the same in any manner provided for by the Act, including foreclosure and sale of the Apartment.

2. The Association may at any time require Apartment Owners to maintain a minimum balance on deposit with the Association to cover future installments of Assessments.

3. In connection with Assessments, the Association shall have all of the powers, rights, privileges and legal remedies provided for by the Act, specifically including a lien upon each Apartment for any unpaid Assessments and interest thereon against the Apartment Owner of such Apartment, together with reasonable attorneys' fees incurred by the Association incident to the collection of Assessments or enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate of interest permissible under the laws of the State of Florida.

4. It is specifically acknowledged that the provisions of Section 718.116(6) of the Act are applicable to the Condominium, and further, in the event a Mortgagee obtains title to an Apartment by a deed in lieu of foreclosure, such Mortgagee, its successors and assigns, shall not be liable for accrued Assessments or Common Expenses which became due prior to such acquisition of title, unless such accrued Assessment or Common Expenses are secured by a claim of lien for Assessments that is recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure. Assessments that are not secured by a claim of lien recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure shall be cancelled as to such Apartment, effective with the passage of title to such Mortgagee.

5. No lien for Assessments under the Act or under the Condominium Documents shall be effective until recorded amongst the Public Records of Palm Beach County, Florida.

6. It is specifically acknowledged that the Assessment charges for Common Expenses, including Recreation Area Expenses, (the "Interim Assessments") are in effect for the period ("Interim Assessment Period") commencing with the date of recording of this Declaration and ending December 31, 1985, or the date first noticed for the "Majority Election Meeting" (as defined in the Articles), whichever is the first to occur. The Interim Assessments are based upon the 1985 Budget for Common Expenses applicable to Marina Bluffs Condominiums. Developer guarantees that notwithstanding any increases in items of expense for the year 1984 and subsequent periods included within the Interim Assessment Period, if any, which would otherwise be assessed against Apartments in this Condominium, Developer will make up the difference, if any, between the Common Expenses chargeable to the Apartments in this Condominium and the sums collected from Interim

Assessments. This guarantee is made in accordance with Section 718.116(8)(b) of the Act and during the Interim Assessment Period, Developer will not be required to pay any Assessments for Apartments it owns. Upon the expiration of the Interim Assessment Period, every Apartment, including those owned by Developer, if any, will be assessed for the Common Expenses applicable to this Condominium as provided by the Condominium Documents.

XVII. LIABILITY INSURANCE, FLOOD INSURANCE AND FIDELITY BOND PROVISIONS

A. The Board shall obtain comprehensive general liability coverage insuring all common areas, public ways, if any, and other areas that are under its supervision. The policy shall provide coverage of at least \$1,000,000.00 for bodily injury or property damage for all claims arising out of a single occurrence. The liability coverage shall include protection against liability that results from the operation, maintenance, or use of the project's common areas; liability that results from actions related to employment contracts in which the Association is a party; liability for non-owned or hired automobiles; and liability of hazards related to usage. The policy must provide for at least 10 days' written notice to the Association before the insurer can cancel or substantially modify coverage, and similar notice must be given to each first mortgagee of an apartment. All policies shall contain cross-liability endorsements to cover liabilities of the Apartment Owners as a group to an individual Apartment Owner. Each Apartment Owner shall be responsible for purchasing liability insurance for accidents occurring in his own Apartment.

B. If any part of the common areas are in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Board shall obtain flood insurance. The coverage shall be 100% of the current replacement cost of any common area improvements or buildings and other insurable common property, or the maximum coverage available for such improvements, buildings, or property under the National Flood Insurance Program.

C. The Association shall obtain Fidelity Bonds covering the Board, the Association officers, any employees, and such other persons who handle or are responsible for handling Association funds. Such bonds shall be in an amount equal to at least one hundred fifty percent (150%) of the annual operating expenses, and the amount in reserve as of the end of each fiscal year of the Association, and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

D. All liability, flood (if any), and fidelity bond coverages shall be paid by the Association, and charged to the Apartment Owners as common expenses.



XVIII. PROVISIONS RELATING TO CASUALTY INSURANCE  
AND DESTRUCTION OF IMPROVEMENTS

A. Each Apartment Owner shall be responsible for the purchase of casualty insurance for all of his personal property. The Association shall maintain a master policy or policies to insure all apartment buildings and improvements located in the common areas against casualty loss. This coverage shall insure 100% of the current replacement cost of the common area improvements and apartment buildings and units, and shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at reasonable cost. The policy or policies shall cover all of the general and limited common elements that are normally included in such coverages; including fixtures, building service equipment, and common personal property and supplies belonging to the Association.

1. The coverages will EXCLUDE the following:

(a) Land, foundations, excavations, and other items that are usually excluded from insurance coverage; and

(b) Any increase in the value of an Apartment as a result of special improvements, alterations or betterments not common to comparable apartments.

2. The coverages will INCLUDE the following:

(a) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;

(b) All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement;

(c) Agreed Amount and Inflation Guard Endorsement, when it can be obtained;

(d) Demolition Cost Endorsement, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement;

(e) Steam Boiler Coverage Endorsement, if applicable, of \$50,000.00 coverage for each accident at each location;

(f) Special condominium endorsement;

(g) A standard mortgagee clause naming, when appropriate, the Federal National Mortgage Association (FNMA) or the servicers for mortgages held by FNMA, their successors or assigns;

(h) Appliances delivered as original equipment with each Apartment, such as dishwasher, washer, dryer, refrigerator, oven, range and water heater, or replacements of like kind and quality;

(i) Cabinets, carpets, and vinyl floor coverings installed as original cabinets and floor coverings with each Apartment, or replacements of like kind and quality;

(j) Inside paint applied as original wall finishing, or replacements of like kind and quality;

(k) Non-load-bearing interior walls; and

(l) Windows and screens for limited perils only per policies.

3. When appropriate and possible, the policy or policies shall waive the insurer's right to:

(a) Subrogation against the Association and against the unit owners, individually and as a group;

(b) The prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(c) Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more unit owners.

4. In addition, the policy or policies should provide that:

(a) Any Insurance Trust Agreement will be recognized;

(b) The policy shall be primary, even if a unit owner has other insurance that covers the same loss; and

(c) The named insured shall be the Association for the use and benefit of the Apartment Owners. The "loss payable" clause should show said Association or the designated insurance trustee as the trustee for each Apartment Owner and each Apartment Owner's mortgagee.

5. The Association may, to the extent possible and if not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as part of the Common Expenses. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The "Lead Mortgagee", as that term is hereinafter defined, shall have the right to approve the policies and the company (or companies) which is (are) the insurer(s) under the insurance placed by the Association, as herein provided, and the amount thereof. The Association shall have the right to designate a trustee ("Insurance Trustee") and thereafter from time to time shall have the right to change the Insurance Trustee to

such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee, provided such Insurance Trustee shall be acceptable to the lead Mortgagee. The term "Lead Mortgagee" shall mean the Mortgagee holding the first recorded mortgage encumbering an Apartment, and at such time as the aforesaid Mortgagee is not the holder of a mortgage on an Apartment, then the Mortgagee having the highest dollar indebtedness on Apartments in the Condominium shall be the Lead Mortgagee. In the absence of the action of said mortgagee, the Association shall have said right without qualification.

B. All such aforesaid policies shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Apartment Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies nor for the failure to collect any insurance proceeds.

C. No Mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any Mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Apartment Owners and/or their respective Mortgagees.

D. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Apartment Owners and Mortgagees under the following terms:

1. In the event a loss, insured under the policies held by the Insurance Trustee, occurs to any improvements within any of the Apartments alone, without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Apartment Owners of the Apartments damaged and their Mortgagees, if any, as their interest may appear, and it shall be the duty of these Apartment Owners to use such proceeds to effect necessary repair to the Apartments. The Insurance Trustee may rely upon the written statement of the Association as to whether or not there has been a loss to the Apartments alone, or Common Elements, or both.

2. In the event that a loss of Five Thousand (\$5,000.00) Dollars or less occurs to improvements within one (1) or more Apartments and to improvements within Common Elements contiguous thereto, or to improvements within the Common Elements alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will cause the necessary repairs to be made to the

improvements within the Common Elements and within the damaged Apartments. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements, but insufficient to repair all of the damage within the Apartments, the proceeds shall be applied first to completely repair the improvements within the Common Elements, and the balance of the funds ("Balance") shall be apportioned by the Association to repair the damage to the improvements within Apartments, which apportionment shall be made to each Apartment in accordance with the proportion of damage sustained to improvements within said Apartments as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Apartment and the cost of repair shall be paid by a Special Assessment to the Association by the Apartment Owner of such damaged Apartment.

3. In the event the Insurance Trustee receives proceeds in excess of the sum of Five Thousand (\$5,000.00) Dollars as a result of damages to the improvements within the Common Elements or Apartments and Common Elements that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in part (c) of this subparagraph, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of Mechanics' Liens to the Insurance Trustee and execute affidavits required by law or by the Association, any Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, which said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Apartments contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Apartment Owners to obtain any necessary funds to repair and to restore such damaged improvements. Such Assessment need not be uniform as to all Apartments, but may be in accordance with such factors as the Board shall consider to be fair

and equitable under the circumstances. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Assessment against the respective Apartments setting forth the date or dates of payment of the same, and any and all funds received from the Apartment Owners pursuant to such Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 3(b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Condominium Property and the insurance proceeds exceeds the sum of Twenty-Five Thousand (\$25,000.00) Dollars, and three-fourths (3/4) of the Apartment Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article VI of this Declaration and shall promptly pay each share of such proceeds to the Apartment Owners and Mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making such Insurance Proceeds Distribution to the Apartment Owners and the Mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Apartment Owners and their respective Mortgagees.

4. In the event that after the completion of and payment for the repair and reconstruction of the damage to the Condominium Property and after the payment of the Insurance Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Apartment Owners in proportion to their contributions by way of Special Assessment.

5. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no Mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any Mortgagee may be enforced by a Mortgagee.

6. Any repair, rebuilding or reconstruction of damaged Condominium Property shall be substantially in accordance with the architectural plans and specifications for (i) the originally constructed Condominium Property, (ii) reconstructed Condominium Property or (iii) new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications of previously constructed Condominium Property shall require approval by the Lead Mortgagee.

7. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Apartments alone, Common Elements alone or to improvements within Common Elements and Apartments contiguous thereto.

#### XIX. PROHIBITION OF FURTHER SUBDIVISION

A. The space within any of the Apartments and Common Elements shall not be further subdivided. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Apartment shall be deemed to describe the entire Apartment owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

B. The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

#### XX. PROVISIONS RELATING TO SEVERABILITY

If any provision of this Declaration, any of the other Condominium Documents or the Act is held invalid, the validity of the remainder of this Declaration, the Condominium Documents or of the Act shall not be affected.

#### XXI. PROVISIONS RELATING TO INTERPRETATION

A. Article, Paragraph and subparagraph titles in this Declaration are intended only for convenience and for ease of reference, and in no way do such titles define, limit or in any way affect this Declaration or the meaning or contents of any material contained herein.

B. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

C. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

D. In the event any Court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be those of the incorporators of the Association.

## XXII. PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Apartment Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, any Apartment Owner or any Mortgagee holding a mortgage encumbering any Apartment to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of an Apartment Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees at all trial and appellate levels as may be awarded by the Court.

## XXIII. PROVISIONS FOR ALTERATIONS OF APARTMENTS BY DEVELOPER

A. Developer reserves the right to alter the interior design and arrangement of all Apartments and to alter the boundaries between the Apartments as long as Developer owns the Apartments so altered (which alterations in Developer's Apartments are hereinafter referred to as the "Alterations").

B. Any Alteration which increases or decreases the number of Apartments or alters the boundaries of the Common Elements (other than the interior walls abutting Apartments owned by Developer) shall require an amendment of this Declaration in the manner herein provided in Article XXIV, which amendment shall, if appropriate, adjust the shares of the Common Elements, Common Expenses and Common Surplus. In the event that such amendment does not adjust the shares of the Common Elements, Common Expenses or Common Surplus, such amendment need be signed and acknowledged only by Developer and need not be approved by the Association, Apartment Owners or lienors or Mortgagees of the Apartments, whether or not such approvals are elsewhere required for an amendment of this Declaration.

## XXIV. PROVISIONS FOR AMENDMENTS TO DECLARATION

A. Except as to the amendment described in Article XXIII hereof and the matters described in Paragraphs B, C, D, E, F and G of this Article XXIV, this Declaration may be amended at any regular or special meeting of the Apartment Owners called and held in accordance with the By-Laws, by the affirmative vote of not less than fifty-one percent (51%) of the Apartment Owners; provided that any amendment shall be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to Developer and to all Mortgagees ("Mailing"). The amendment shall become effective upon the recording of the certificate amongst the Public Records of Palm Beach County, Florida, but the certificate shall not be recorded until thirty (30) days after the

Mailing, unless such thirty (30) day period is waived in writing by Developer and all Mortgagees.

B. No amendment of the Declaration shall change the configuration or size of any Apartment in any material fashion, materially alter or modify the appurtenances to such Apartment, change the proportion or percentage by which the Apartment Owner shares the Common Expenses and owns the Common Surplus and Common Elements or the Apartment's voting rights in the Association, unless all record owners of liens on the Apartment join in the execution of the amendment. The said amendment shall be voted on at a special meeting of Apartment Owners and shall be evidenced by a certificate joined in and executed by all the Apartment Owners and all Mortgagees holding mortgages thereon and recorded in the same manner as provided in Paragraph A of this Article XXIV.

C. Whenever it shall appear to the Board that there is a defect, error or omission in the Declaration, or in other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call for a special meeting of the Apartment Owners to consider amending the Declaration, or other documents, in accordance with Section 718.304 of the Act. Upon the affirmative vote of one-third (1/3) of the Apartment Owners, with there being more positive votes than negative votes, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent pursuant to the Mailing. The amendment shall become effective upon the recording of the certificate amongst the Public Records of Palm Beach County, Florida, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless each thirty (30) day period is waived in writing by Developer and all Mortgagees.

D. No amendment shall be passed which shall impair or prejudice the rights or priorities of the Developer, the Association, or any Mortgagee under this Declaration and the other Condominium Documents without the specific written approval of the Developer, the Association or any Mortgagees affected thereby. Any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

E. Prior to the Majority Election Meeting, Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Apartment Owners or the Board provided that such amendment does not materially and adversely affect an Apartment Owner's property rights. This amendment shall be signed by Developer alone and a copy of the amendment shall be furnished to each Apartment Owner, the Association and all Mortgagees as soon after recording thereof amongst the Public Records of Palm Beach County, Florida as is practicable.

F. Pursuant to Section 718.304 of the Act, amendments for the correction of scrivener's errors or other nonmaterial changes may be



made by the affirmative vote of three-fifths (3/5) of the Board and without the consent of the Apartment Owners or their Mortgagees or lienors.

G. The Articles, By-Laws and Recreational Covenants Agreement shall be amended as provided in such documents.

XXV. PROVISIONS SETTING FORTH THE RIGHT OF DEVELOPER TO SELL  
OR LEASE APARTMENTS OWNED BY IT FREE OF RESTRICTIONS  
SET FORTH IN ARTICLE XII A., IN PART, AND ARTICLE XIV

A. The provisions, restrictions, terms and conditions of Article XII A. providing for minimum rental periods of Apartments and the frequency thereof, and Article XIV hereof shall not apply to Developer as an Apartment Owner, and in the event and so long as Developer shall own any Apartments, whether by reacquisition or otherwise, Developer shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way any such Apartment upon any terms and conditions as it shall deem to be in its own best interests.

B. Developer reserves and shall have the right to enter into and transact on the Condominium Property any activity necessary to consummate the sale, lease or encumbrance of Apartments or other residential units being developed and sold by Developer, including the right to maintain models and a sales office, place signs, employ sales personnel, use the Common Elements and Recreation Areas and show Apartments and including the right to carry on construction activities of all types necessary to construct other Marina Bluffs Condominiums pursuant to the Plan for Development as set forth in Article VIII hereof. Any such models, sales office, signs and any other items pertaining to such sales efforts shall not be considered a part of the Common Elements or the Recreation Areas and shall remain the property of Developer. This Article XXV may not be suspended, superseded or modified in any manner by any amendment to the Declaration, unless such amendment is consented to in writing by Developer. This right of use and transaction of business as set forth herein and the provisions of Paragraph A of this Article XXV may be assigned in writing by Developer in whole or in part.

XXVI. PROVISIONS RELATING TO TERMINATION

A. Because Developer, as owner of the Land, has declared and granted certain use and easement rights to Apartment Owners in every Marina Bluffs Condominium; because the Apartment Owners of the Condominium will have certain use and easement rights in certain of the Common Elements of other Marina Bluffs Condominiums; and further, because the Apartment Owners of the Condominium and owners of apartments in other Marina Bluffs Condominiums are obligated to pay a proportionate share of the expenses of the Association, each Apartment Owner, his grantees, successors and assigns hereby consents to such plan for development and covenants and agrees to comply with any rights and obligations with respect thereto provided in the Condominium Documents, including any and all easement rights declared and

granted thereunder to owners of apartments of other Marina Bluffs Condominiums and the affirmative covenant to pay a proportionate share of the expenses of the Association, which covenants and agreements shall be covenants running with the Condominium Property and shall not end upon termination of the Condominium, but shall continue and shall be enforceable as provided in Paragraph E of this Article XXVI.

B. In order to preserve the plan for development, the preservation of which is acknowledged as being for the benefit of the Condominium Property and in the best interest of the Association, the Apartment Owners and their grantees, successors and assigns, it is hereby covenanted and agreed that no amendment of the plan for development or termination of this Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Declaration, or if made within such period, shall not be effective if in the judgment of Developer, the Association or any Mortgagee such amendment alters or in any way affects such plan for development or the covenants, rights and obligations set forth in Paragraph A. of this Article XXVI without the prior written consent to such amendment or termination by the Association, Developer and all Mortgagees.

C. In the event the Condominium is terminated in accordance with and pursuant to the provisions of this Declaration, or if such provisions shall not apply for any reason pursuant to law, Developer declares, and all Apartment Owners by taking title to an Apartment covenant and agree, that the documents providing for such termination shall require (i) that any improvements upon what now comprises the Condominium Property shall be for residential use only and shall contain residential dwelling units of a number not in excess of the number of Apartments in the Condominium and (ii) that, unless otherwise consented to by eighty (80%) percent of the owners of Apartments in all of the Marina Bluffs Condominiums, the Apartment Owners of the Condominium (as tenants in common of the Condominium Property as set forth in Paragraph E. of this Article XXVI) shall remain obligated to pay their share of the Recreation Area Expenses which will continue to be allocated to the Condominium Property in the manner provided in the Condominium Documents as fully as though the Condominium were never terminated, and the obligation to make such payments shall be enforceable by all of the remedies provided for in this Declaration, including a lien on the Land, including the portion now designated as Apartments under the Condominium Documents.

D. This Declaration may be terminated by the affirmative written consent of eighty (80%) percent of the Apartment Owners and the written consent of all Mortgagees encumbering Apartments in the Condominium; provided, however, that the Board consents to such termination by a vote of three-fifths (3/5) of the entire Board taken at a special meeting called for that purpose and provided further that the members of the Association consent to such termination by a vote of three-fourths (3/4) of all of the members taken at a special meeting of the members called for that purpose.

E. In the event of the termination of the Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Apartment Owners, pro rata, in

accordance with the percentage each Apartment Owner shares in the Common Elements, as provided in this Declaration; provided, however, each Apartment Owner shall continue to be responsible and liable for his share of Recreation Area Expenses in accordance with the provisions of the Recreational Covenants Agreement and any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective undivided shares of the Apartment Owners as tenants in common.

## XXVII. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

### A. Deposit of Awards with Insurance Trustee

The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Apartment Owners, the Apartment Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a Special Assessment shall be made against a defaulting Apartment Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Apartment Owner.

### B. Disbursement of Funds

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, will be deemed to be Condominium Property and shall be owned and distributed in the same manner as an Insurance Proceeds Distribution described in Article XVIII D.3.(c) of this Declaration. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of the condemned Apartments will be made whole and the Condominium Property damaged by the taking will be made useable in the manner provided below.

### C. Apartment Reduced but Tenantable

If the taking reduces the size of an Apartment ("Affected Apartment") and the remaining portion of the Affected Apartment can be made tenantable, the award for the taking of a portion of the Affected Apartment shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

1. The Affected Apartment shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Apartment Owner thereof.

2. The balance of the award, if any, shall be distributed to the owner of the Affected Apartment and to each Mortgagee of the

Affected Apartment, the remittance being made payable to the Apartment Owner and Mortgagees as their interests may appear.

3. If the floor area of the Affected Apartment is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Affected Apartment shall be reduced in the proportion by which the floor area of the Affected Apartment is reduced by the taking, and then the shares of all Apartment Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

#### D. Affected Apartment Made Untenantable

If the taking is of the entire Affected Apartment or so reduces the size of an Affected Apartment that it cannot be made tenantable, the award for the taking of the Affected Apartment shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

1. The market value of the Affected Apartment immediately prior to the taking shall be paid to the Apartment Owner thereof and to each Mortgagee thereof as their interests may appear.

2. The remaining portion of the Affected Apartment, if any, shall become a part of the Common Elements and shall be placed in a condition approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in Paragraph D.1. above, the work shall be approved in the manner required for further improvement of the Common Elements.

3. The shares in the Common Elements appurtenant to the Apartments that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Apartment Owners. This shall be done by restating the shares of continuing Apartment Owners in the Common Elements as percentages of the total of the numbers representing the shares of these Apartment Owners as they exist prior to the adjustment.

4. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Apartment to the Apartment Owner and to condition the remaining portion of the Affected Apartment for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Apartment Owners who will continue as Apartment Owners after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Apartment Owners in the Common Elements after the changes effected by the taking.

5. If the market value of an Affected Apartment prior to the taking cannot be determined by agreement between the Apartment Owner and Approved Mortgagees of the Affected Apartment and the Association within thirty (30) days after notice by either party, the value shall

be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Apartment; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Apartment Owners in proportion to the shares of the Apartment Owners in the Common Elements as they exist prior to the changes effected by the taking.

#### E. Taking of Common Elements

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Apartment Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to Mortgagees as their interests may appear.

#### F. Amendment of Declaration

The changes in Apartments, in the Common Elements and in the ownership of the Common Elements that are effected by the condemnation shall be evidenced by an amendment of the Declaration that need be approved only by a majority of the Board.

IN WITNESS WHEREOF, Burg & DiVosta Corporation, a Florida corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed and attested to by its Secretary this 18<sup>th</sup> day of January, 1985.

WITNESSES:

Kathleen D. Wheeler  
C. H. Hathaway

BURG & DIVOSTA CORPORATION

By: X Clifford F. Burg, Pres.

Attest: [Signature]

(SEAL)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of January, 1985, by Clifford F. Burg, President of Burg & Divosta Corporation, a Florida corporation, on behalf of the corporation.

Kathleen D. Wheeler  
Notary Public  
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 13, 1987  
BONDED THRU GENERAL INSURANCE UND.

CONDOMINIUM 7 OF  
THE MARINA AT THE BLUFFS  
A CONDOMINIUM

SURVEYOR'S CERTIFICATION

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Kenneth L. Scrape, who after first being duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Land Surveyor under the Laws of the State of Florida, Being Land Surveyor No. 2832.

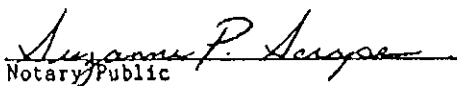
2. Affiant hereby attest that the construction of the improvements described as Condominium 7 of The Marina At The Bluffs, A Condominium, appearing on pages 3 through 8 hereof, is substantially complete so that this Exhibit "B", together with the Declaration of Condominium for Condominium 7 of The Marina At The Bluffs, A Condominium, and the Exhibits attached thereto, is an accurate representation of the location and dimensions of said improvements described and that the identification, location and dimensions of the Common Element and of each Condominium Unit therein can be determined from these materials.

FURTHER AFFIANT SAYETH NAUGHT.

  
Kenneth L. Scrape  
Professional Land Surveyor  
Fla. Certification No. 2832

SWORN TO AND SUBSCRIBED before me this 9th day of April, 1985.

(NOTARY PUBLIC)

  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 13 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

This instrument prepared by Kenneth L. Scrape, at the office of Kenneth L. Scrape, Inc., Professional Land Surveyors, 2700 PGA Boulevard, Suite 103, Palm Beach Gardens, Florida 33410

EXHIBIT "B"

SHEET 2 OF 8

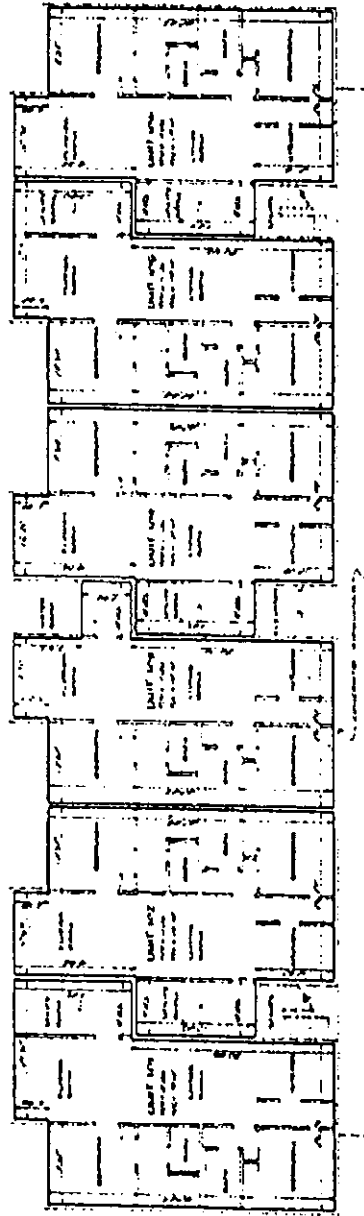
B4513 P1569

# CONDOMINIUM OF THE MARINA AT THE BLUFFS. A CONDOMINIUM

**JUPITER, FLORIDA**

EXHIBIT B

TO THE DECLARATION OF CONDOMINIUM



## FIRST FLOOR UNIT BOUNDARIES

[illegible]

5708

1. What is the purpose of the study?
2. What are the research objectives?
3. What is the scope of the study?
4. What are the limitations of the study?
5. What is the significance of the study?

[illegible]

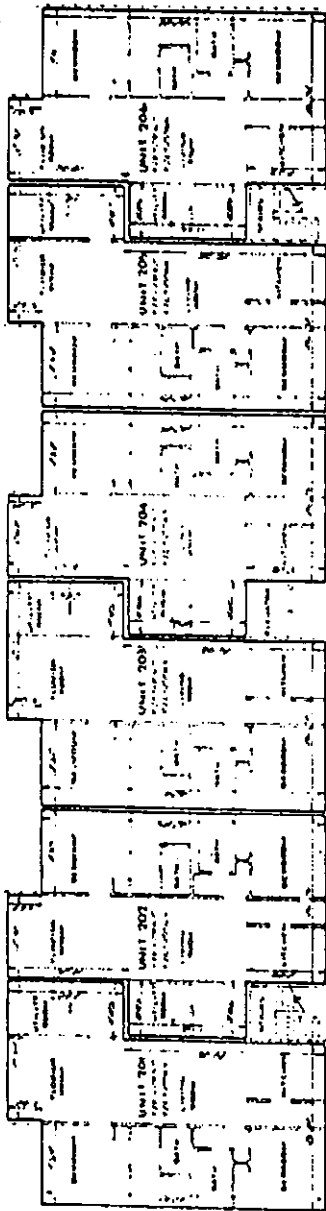
CONDOMINIUM	THE MARINA AT THE BLUFFS, A CONDOMINIUM	ADWENT L. SQUIRE, INC., MANAGING AND TRADING FUND ADVISOR, 2000 BAY STREET
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# CONDOMINIUM OF THE MARINA AT THE BLUFFS, A CONDOMINIUM

JUPITER, FLORIDA

EXHIBIT B

TO THE DECLARATION OF CONDOMINIUM



SECOND FLOOR UNIT BOUNDARIES

1. CONDOMINIUM, which includes the following units and common areas:
2. The building, which is the Condominium Unit, and any other unit or units which are included in the Condominium Unit.
3. The building, which is the Condominium Unit, and any other unit or units which are included in the Condominium Unit.
4. The building, which is the Condominium Unit, and any other unit or units which are included in the Condominium Unit.
5. The building, which is the Condominium Unit, and any other unit or units which are included in the Condominium Unit.
6. The building, which is the Condominium Unit, and any other unit or units which are included in the Condominium Unit.
7. The building, which is the Condominium Unit, and any other unit or units which are included in the Condominium Unit.

LEGEND

--- LIMITS OF CONDOMINIUM AND ITS

--- COMMON AREAS

--- FLOOR FLOOR (LEVEL)

--- FLOOR CEILING (LEVEL)

CONDOMINIUM

THE MARINA AT THE BLUFFS,  
A CONDOMINIUM

RECORDED IN THE PUBLIC RECORDS OF JUPITER, FLORIDA

BOOK 1, PAGE 1

DATE OF RECORDING: 10/1/88

BY: [Signature]

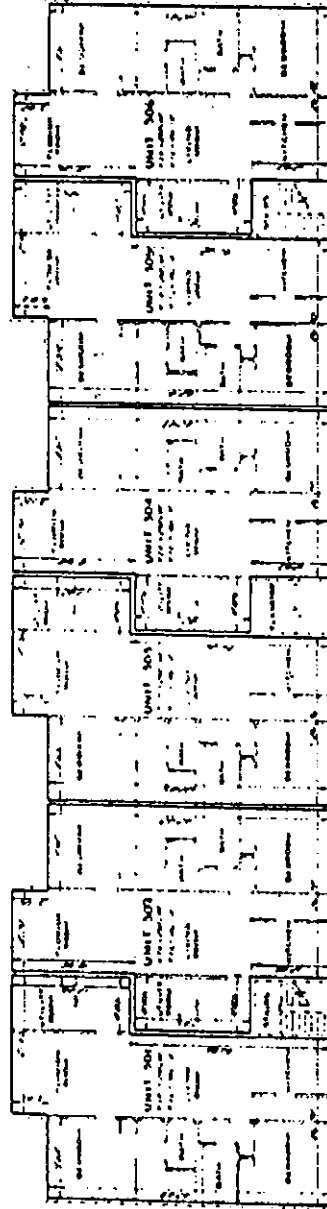
FOR: [Signature]



# CONDOMINIUM OF THE MARINA AT THE BLUFFS. A CONDOMINIUM

**JUPITER, FLORIDA**

**EXHIBIT B**  
**TO THE DECLARATION OF CONDOMINIUM**



### THIRD FLOOR UNIT BOUNDARIES

2

- [illegible]

4

1120

- 1. List of conditions and of  
----- 2. Date of birth  
----- 3. Date of death

[illegible]

# CONDOMINIUM OF THE MARINA AT THE BLUFFS. A CONDOMINIUM

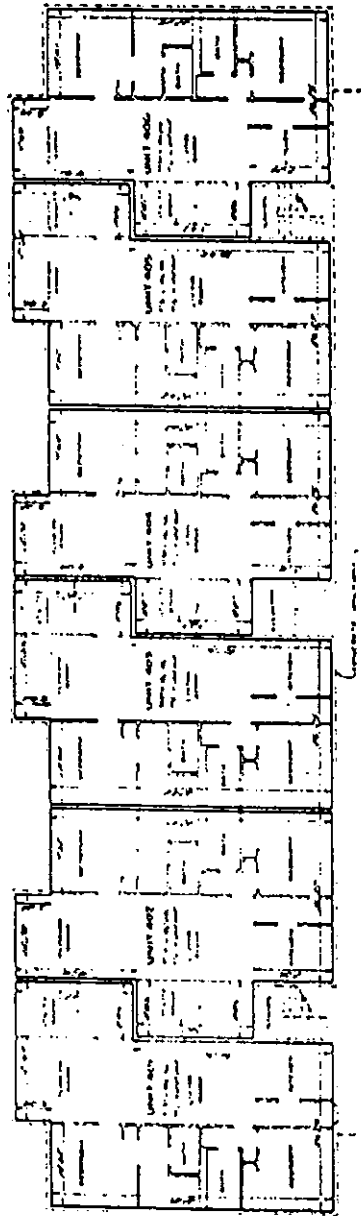
JUPITER, FLORIDA

EXHIBIT B

TO THE DECLARATION OF CONDOMINIUM

NOTES

1. UNITS ARE SHOWN WITH EXISTING INTERIOR PARTITIONS.
2. ALL APARTMENTS, UNITS OR COMMON AREAS, SHALL BE CONVEYED TO THE UNIT OWNER BY DEED.
3. THE UNIT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE UNIT AND ITS INTERIOR PARTS.
4. THE UNIT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS AND EXTERIOR PARTS.
5. THE UNIT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS AND EXTERIOR PARTS.
6. THE UNIT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS AND EXTERIOR PARTS.
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9. THE UNIT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS AND EXTERIOR PARTS.
10. THE UNIT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS AND EXTERIOR PARTS.



FOURTH FLOOR UNIT BOUNDARIES

- LEGEND
- LIMITS OF CONDOMINIUM UNITS
  - COMMON FLOORS
  - FLOOR FLOOR ELEVATION
  - FLOOR FLOOR ELEVATION

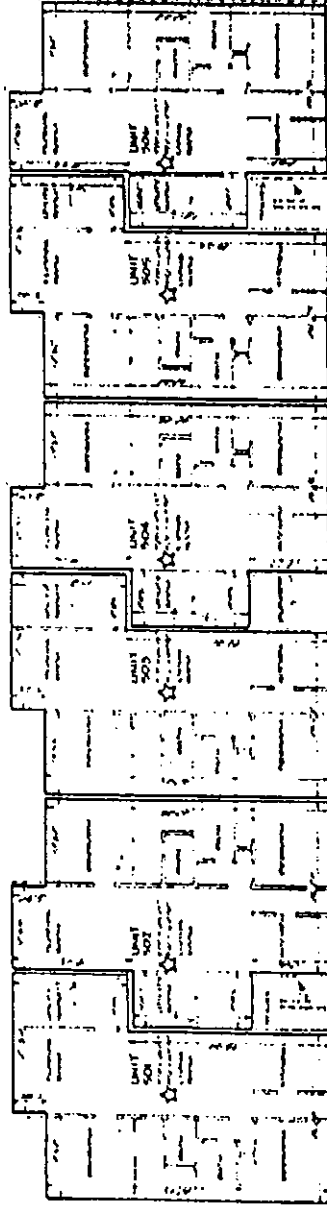
CONDOMINIUM	
THE MARINA AT THE BLUFFS, A CONDOMINIUM	
ATLANTIC L. SQUARE, INC.	
DATE	1/1/80
BY	J. L. BROWN
FOR	ATLANTIC L. SQUARE, INC.

# CONDOMINIUM OF THE MARINA AT THE BLUFFS, A CONDOMINIUM

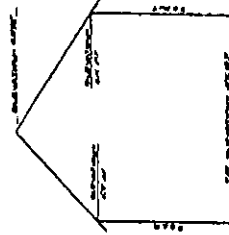
JUPITER, FLORIDA

EXHIBIT B

TO THE DECLARATION OF CONDOMINIUM

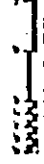


FIFTH FLOOR UNIT BOUNDARIES



CEILING ELEVATION DETAIL

1. The Marina at the Bluffs, a Condominium, is a building located at 1000 North Ocean Boulevard, Jupiter, Florida 33457.
2. The Marina at the Bluffs, a Condominium, is a building located at 1000 North Ocean Boulevard, Jupiter, Florida 33457.
3. The Marina at the Bluffs, a Condominium, is a building located at 1000 North Ocean Boulevard, Jupiter, Florida 33457.
4. The Marina at the Bluffs, a Condominium, is a building located at 1000 North Ocean Boulevard, Jupiter, Florida 33457.
5. The Marina at the Bluffs, a Condominium, is a building located at 1000 North Ocean Boulevard, Jupiter, Florida 33457.
6. The Marina at the Bluffs, a Condominium, is a building located at 1000 North Ocean Boulevard, Jupiter, Florida 33457.
7. The Marina at the Bluffs, a Condominium, is a building located at 1000 North Ocean Boulevard, Jupiter, Florida 33457.



- LEGEND
- Line of Condominium Units
  - - - Common Elements
  - ★ Elevator Shaft Location

CONDOMINIUM	
THE MARINA AT THE BLUFFS, A CONDOMINIUM	
ACQUANT L. SCARF, INC.	
1000 North Ocean Boulevard, Jupiter, Florida 33457	
Date: 10/1/88	
By: [Signature]	
Title: [Title]	

EXHIBIT B

CONDOMINIUM APARTMENT BOUNDARIES

Each Apartment shall include that part of the Condominium building containing the Apartment that lies within the boundaries of the Apartment, which boundaries are as follows:

1. UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Apartment shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
  - A. Upper boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the Apartment.
  - B. Lower boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Apartment.
  - C. Interior divisions. No part of the nonstructural interior walls shall be considered a boundary of the Apartment.
2. PERIMETRICAL BOUNDARIES. The perimetrical boundaries of the Apartment shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Apartment extended to their planar intersections with each other, and with the upper and lower boundaries.
3. APERATURES. Where there are aperatures in any boundary, including, but not limited to , windows and doors, such boundaries shall be extended to include the interior unfinished surfaces of such aperature, including all framework thereof. Exterior surfaces made of glass or other transparent material, and all framings and casings therefor, shall be included in the boundaries of the Apartment.
4. EXCEPTIONS. In cases not specifically covered above, or in any case of conflict or ambiguity, the survey of the Apartments shall control in determining the boundaries of the Apartment.