

This Instrument prepared by and return to:
LARRY E. SCHNER, ESQ.
370 Camino Gardens Blvd., Suite 204
Boca Raton, FL 33432

**AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
THE PINES OF DELRAY WEST ASSOCIATION, INC.**

THIS AMENDMENT is made this 15th day of October, 2015, by THE PINES OF DELRAY WEST ASSOCIATION, INC., ("PINES OF DELRAY WEST") pursuant to the Declaration of Condominium recorded in Official Record Book 12586, Page 99, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Section 14.2 of the Declaration of Condominium of PINES OF DELRAY WEST authorizes the Declarant to amend the Declaration of Condominium and its exhibits upon the approval of not less than a majority of the board of administration and 50 percent plus one of the members of the Association.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration of Condominium for PINES OF DELRAY WEST.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration of Condominium as follows:

I. This Amendment hereby amends Section 6.6 to the Declaration as follows:
(additions indicated by underline, deletions indicated by strikethrough)

“.6 There will also be a charge of ~~Seventy-Five Dollars (\$75.00)~~ Twenty-Five Dollars (\$25.00) to replace any lost, broken, or misplaced clubhouse key. If the cost to replace the key exceeds Twenty-Five Dollars (\$25.00) the Unit Owner will be responsible for such costs.”

II. Except as amended and modified herein, all other terms and conditions of the Declaration of Condominium for PINES OF DELRAY WEST shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by the approval of not less than a majority of the board of administration and 50 percent plus one of the members of the Association.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Condominium for PINES OF DELRAY WEST to be executed by the duly authorized officer, this 15th day of October, 2015.

WITNESSES:

THE PINES OF DELRAY WEST
ASSOCIATION, INC.

Robert Gizzarelli
WITNESS

ROBERT GIZZARELLI
(Print name)

Linda Wheeler
WITNESS

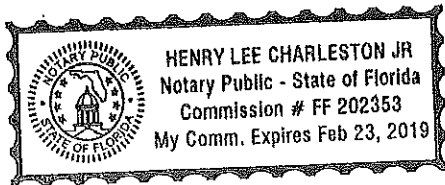
LINDA WHEELER
(Print name)

BY: Thomas F. Compato
THOMAS F. COMPATO, PRESIDENT
(Print Name and Title)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 29 day of Oct., 2015, by Thomas F. Compato, President of The Pines of Delray West Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 29 day of Oct., 2015.



Henry Lee Charleston Jr.
Notary Public
My commission expires: Feb 23, 2019

This instrument prepared by and return to:
LARRY E. SCHNER, ESQ.
370 Camino Gardens Blvd., Ste. 204
Boca Raton, FL 33432

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
THE PINES OF DELRAY WEST ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**

Pursuant to §617.1006 of the Florida Statutes, the Articles of Incorporation of THE PINES OF DELRAY WEST ASSOCIATION, INC.; ("PINES OF DELRAY WEST") is hereby amended pursuant to Article IX of the Articles of Incorporation for PINES OF DELRAY WEST, dated May 25, 2001 as amended.

I. This Amendment hereby amends Article VI of the Articles of Incorporation as follows: *(additions indicated by underline, deletions indicated by ~~strikethrough~~)*

"The affairs of the Association shall be managed by a Board of Administration which shall be not less than three nor more than nine in number. The Board of Administration shall have the right to change the number of Directors annually which will be an odd number. Any change shall be accomplished at a Board Meeting no sooner than 90 days prior to the annual meeting. The officers of the corporation shall be a President, Vice President, Treasurer, and Secretary which officers are elected annually by the Board of Administration."

II. Except as amended and modified herein, all other terms and conditions of the Articles of Incorporation for THE PINES OF DELRAY shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted on the 15th day of October 2015, in accordance with §607.0120 of the Florida Statutes.

IV. This Amendment has been proposed and adopted by a not less than a majority of the board of administration and 50 percent plus one of the members of the Association which is sufficient for approval.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Articles of Incorporation for THE PINES OF DELRAY to be executed by the duly authorized officer, this 1st day of October, 2015.

WITNESSES:

THE PINES OF DELRAY WEST
ASSOCIATION, INC.

Robert Rizzarelli
WITNESS
ROBERT RIZZARELLI
(Print name)

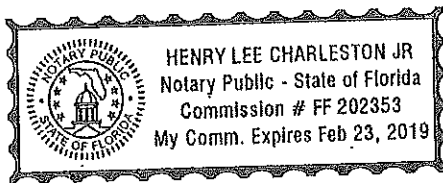
BY: Thomas F. Comparato
THOMAS F. COMPARATO, PRESIDENT
(Print Name and Title)

Linda Wicher
WITNESS
LINDA WICHER
(Print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 29 day of Oct., 2015, by Thomas F. Comparato, President of The Pines of Delray West Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 29 day of Oct., 2015.



Henry Lee Charleston Jr
Notary Public
My commission expires:

the Association, a security deposit in the amount of one (1) month rent, which security deposit shall be held for the purpose of paying for and damages to the condominium or Association property caused by the tenant, their family, their guests, or invitees. The security deposit shall be handled in accordance with applicable Condominium Act provisions."

II. Except as amended and modified herein, all other terms and conditions of the Declaration of Condominium for PINES OF DELRAY WEST shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by the approval of not less than a majority of the board of administration and 50 percent plus one of the members of the Association.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Condominium for PINES OF DELRAY WEST to be executed by the duly authorized officer, this 15th day of October, 2015.

WITNESSES:

**THE PINES OF DELRAY WEST
ASSOCIATION, INC.**

Robert Gizzarelli
WITNESS

ROBERT RIZZARELLI
(Print name)

BY: Thomas F. Comarato
THOMAS F. COMARATO, PRESIDENT
(Print Name and Title)

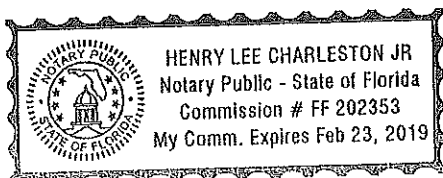
Linda Wilcher
WITNESS

LINDA WILCHER
(Print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 29 day of Oct., 2015, by Thomas F. Comarato President of The Pines of Delray West Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 29 day of Oct., 2015.



Henry Lee Charleston Jr.
Notary Public
My commission expires:

FILED

01 APR 26 AM 11:34

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Instrument Prepared By/
Return To:
Randall J. DeHayes, Esq.
PMB 327
4521 PGA Boulevard
Palm Beach Gardens, Florida 33418-3997

CERTIFICATE OF AMENDMENT TO
THE ARTICLES OF INCORPORATION FOR
THE PINES OF DELRAY WEST ASSOCIATION, INC.

THIS CERTIFICATION OF AMENDMENT TO THE ARTICLES OF INCORPORATION FOR THE PINES OF DELRAY WEST ASSOCIATION, INC. is made this 11th day of April, 2001, by the President and Secretary of The Pines of Delray West Association, Inc. ("Association").

WITNESSETH:

WHEREAS, the Association is the Association responsible for the management and operation of The Pines of Delray West Condominium One, Condominium Two and Condominium Three pursuant to the Declarations of Condominium, as recorded in Official Records Book 2829, Page 1400; Official records Book 2861, Page 270; Official Records Book 2919, Page 65, respectively, Palm Beach County, Florida.

WHEREAS, Article X of the Articles provides that the Articles may be amended by an affirmative vote of at least three-fourths (3/4) of the vote of the membership, the membership approved these amendments by approval of over 75% at a meeting held on March 22, 2001.

NOW THEREFORE, the President and Secretary of the Association hereby certify the following:

1. The members of the Association, by more than a three-fourths (3/4) affirmative vote, voted to amend the Articles of Incorporation, a true and correct copy of which is attached as Exhibit "A" hereto.

2. The adoption of the Amendments by the Association appears in the minutes of the Association and the approval is unrevoked.

IN WITNESS WHEREOF, the undersigned has set their hand and seal this 11th day of April, 2001.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Randall J. DeHayes
Witness

[Signature]
Witness

THE PINES OF DELRAY WEST ASSOCIATION, INC. *Daniel P. Hayes*

BY: *Daniel P. Hayes*
President

ATTEST: *Joyce V. Sigel*
Secretary

STATE OF FLORIDA)

) SS:

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

THE PINES OF DELRAY WEST ASSOCIATION, INC.

(New language underlined; deleted language ~~struck through~~)

WE, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit Corporation under the laws of the state of Florida, pursuant to Florida Statutes, Chapter 617, and hereby certify as follows:

ARTICLE I

The name of this Corporation shall be: THE PINES OF DELRAY WEST ASSOCIATION, INC.

ARTICLE II

The general purpose of this non-profit Corporation shall be as follows:

To be the "Association" (as defined in the Condominium Act of the State of Florida, F.S. 718.141 et seq. as it may be amended from time to time), for the operation of the several condominiums being created pursuant to the Condominium Act in Delray Beach, Palm Beach County, Florida and to be known (in numerical sequence) as "THE PINES OF DELRAY WEST ONE, a Condominium" and "THE PINES OF DELRAY WEST TWO, a Condominium", and THE PINES OF DELRAY WEST THREE, a condominium, and as such Association, to operate and administer said Condominiums and carry out the functions and duties of said Condominiums as set forth in their respective Declarations of Condominium established for said Condominiums and as provided in F.S. Section 718.111. Said condominiums are

herein called "Condominium" and the Declarations of Condominium whereby the same has or will be created are herein called "Declaration".

ARTICLE III

The members of this Corporation shall constitute all of the record owners of condominium parcels of the Condominium. After receiving the approval of the corporation, as required under the Declaration, change of membership in this corporation shall be established by recording in the Public Records of Palm Beach County, Florida a deed or other instrument establishing record title to a condominium parcel and the delivery to the corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the corporation. The membership of the prior owner of such condominium parcel shall be thereby terminated.

On all matters on which the membership shall be entitled to vote, there shall be one vote for each Unit in the Condominium. Such vote may be exercised or cast by the owner or owners of each Unit in such manner as is provided for in the Declaration, or in the Bylaws adopted by the Association.

ARTICLE IV

The existence of the corporation shall be perpetual unless the Condominium is terminated pursuant to the provisions of its Declaration and in the event of such termination, the corporation shall be dissolved in accordance with law.

ARTICLE V

Article V intentionally left blank.

~~The names and residences of the Subscribers to these Articles of Incorporation are:~~

~~Robert A. Carnavil 2300 Lawson Boulevard
Delray Beach, Florida~~

~~Larry D. Glassman 2300 Lawson Boulevard
Delray Beach, Florida~~

~~Bernard Glassman 2300 Lawson Boulevard
Delray Beach, Florida~~

ARTICLE VI

The affairs of the Association shall be managed by its Board of Administration, which shall be not less than three nor more than nine in number. The officers of the corporation shall be a President, Vice President, Treasurer, and Secretary and ~~Assistant Secretary~~, which officers shall be elected annually by the Board of Administration.

ARTICLE VII

Article VII intentionally left blank.

~~The names of the officers who are to serve until the first election of officers, pursuant to the terms of the Declaration of Condominium and By-Laws, are as follows:~~

~~Robert A. Carnavil President~~

~~Larry D. Glassman Vice President~~

~~Bernard Glassman Secretary Treasurer~~

~~The same persons shall constitute the first Board of three Administrators and shall serve until the first election of the Board of Administration at the first regular meeting of the membership.~~

ARTICLE VIII

The name of the Resident Agent and street address of the office, place of business or location for the service of process within this State is Robert A. Carnavil, 2300 Lawson Boulevard _____, Delray Beach, Palm Beach County, Florida; and he has signified his acceptance of such appointment, ~~by subscribing these Articles.~~

ARTICLE IX

The original By-Laws were ~~are to be~~ made by the Board of Administration and/or declarer under such Declaration. The same may thereafter be amended, altered or rescinded only in accordance with the provisions of such By-Laws and the Declaration relating to amendment of the By-Laws.

ARTICLE X

These Articles of Incorporation may only be amended in accordance with the provisions of the Declaration relating to amendment of the Articles. ~~by resolution approved by not less than a majority of the Board of Administration and 75 per cent of the Members of the Association, or by agreement of all Members.~~

ARTICLE XI

The corporation shall have all of the following powers:

All of the powers set forth and described in Section 617.021 of the Florida Statutes not repugnant to any of the provisions of Chapter 718 of the Florida Statutes.

All of the powers of an Association as set forth in Chapter 718 of the Florida Statutes (as amended from time to time).

All of the powers set forth in the Declaration and the By-Laws.

To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interest in lands or facilities including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use or benefit of the unit owners.

To contract with a third party for the management of the Condominium and to delegate to the Contractor all powers and duties of this corporation except such as are specifically required by the Florida statutes, the Declaration and/or the By-Laws to have the approval of the Board of Administration or the membership of the corporation.

To acquire by purchase or otherwise condominium parcels of the Condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.

To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose, and intent of the Declaration as the same may from time to time be amended and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations, and responsibilities entrusted to or delegated to it by the Declaration and/or By-Laws.

To levy and collect assessments against members of the Association to

defray the common expenses of the Condominium as provided for in the Declaration of Condominium as it may be amended and Exhibits attached thereto.

To maintain, improve, repair, reconstruct, replace, operate and manage the Condominium Property.

To enforce the provisions of said Declaration of Condominium, and Exhibits attached thereto, and the Rules and Regulations governing the use of said Condominium and the Condominium Property.

To grant permits, licenses and easements over the common areas and Condominium Property for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium Property.

ARTICLE XII

There shall be no dividends, paid to any of the members nor shall any part of the income of the Corporation be distributed to its Board of Administration or officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses, etc. The Corporation may pay compensation in a reasonable amount to its members, administrators and officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium, these Articles, and the By-Laws. The voting rights of the owners of parcels in said Condominium property shall be as set forth in the Declaration of Condominium and/or By-Laws.

ARTICLE XIII

The principal office of the Corporation shall be located on the Condominium Property at Delray Beach, Florida, ~~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.~~

EXHIBIT 5

AMENDED AND RESTATED

BY-LAWS

OF

THE PINES OF DELRAY WEST ASSOCIATION, INC.

A Non-Profit Florida Corporation

(New language underlined; deleted language ~~struck through~~)

1. Identity. These are the By-Laws of The Pines of Delray West Association, Inc., herein called the "Association", a non-profit Florida corporation, organized pursuant to Chapter 617, Florida Statutes, and Section 718.111, Florida Statutes, for the purpose of administering the ~~two~~ three condominiums in The Pines of Delray West Community, in Delray Beach, Palm Beach County, Florida.

As used herein, the word "Corporation" shall be the equivalent of "Association" as defined in the Declaration of Condominium to which these By-Laws are attached. "Condominium" means each condominium in the Community. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration of Condominium to which these By-Laws are attached.

.1 Office. The office of the Association shall temporarily be at the administrative offices of The Pines of Delray West Community situated upon portions of the recreational facilities.

.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

2. Members.

.1 Qualification. The members of the Association shall consist of all of the record title owners of apartments.

.2 Change of Membership. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owners shall be thereby terminated.

.3 Voting Rights. The members of the Association shall be entitled to cast one vote for each apartment owned by them provided, however, that there shall only be one vote for each apartment.

.4 Designation of Voting Representative. If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

.5 Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required on any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

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

3. Members' Meetings.

.1 Annual Members' Meeting. The Annual Members' Meeting shall be held at a place in Delray Beach selected by the Secretary at 7:30 P.M. Eastern Standard Time of the first Thursday in March of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The Annual Meeting may be waived by a unanimous agreement of the members, in writing. Notice of annual members' meetings shall be posted in a conspicuous place on the condominium property at least 14 days prior to

the Annual Meeting and shall also comply with any applicable provisions of the Condominium Act, or the Rules and Regulations pursuant thereto. The election of administrators shall be in conformance with the applicable Condominium Act provisions and its rules.

.2 Special Members' Meetings. Special members' meetings shall be held whenever called by a majority of the board of administration and must be called by such administrators upon receipt of a written request from members entitled to cast 50 75 per cent plus 1 of the votes of the entire membership.

.3 Notice of All Members' Meetings. Notice of all members' meetings, stating the time and place and the objects for which meeting is called, shall be given unless waived in writing. Such notice shall be in writing and furnished to each member, by certified mail unless waived by the member in writing, at his address as it appears on the books of the Association and shall be mailed not less than 14 days prior to the date of the meeting. Notice shall also be conspicuously posted at the posting site on the Condominium Property. ~~Notice of meeting may be waived before or after meetings.~~

.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast 50 percent plus 1 ~~a majority~~ of the votes of the Association. The acts approved by a majority of those present at a meeting which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles, or these By-Laws. ~~The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.~~

.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. Except as specifically otherwise provided in this paragraph, unit owners may not vote by general proxy, but may vote by use of a limited proxy substantially conforming to a limited proxy form adopted by the Divisions of Florida Land Sales, Condominium and Mobile Homes. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration, the Articles of Incorporation, or By-Laws; and for any other matter which the Florida Condominium Act requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of board members, unless allowed by the Condominium Act and document procedures. General proxies may be used for other matters for which limited proxies are not required. An executed telegram or cable gram appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy.

.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, or in order to obtain more time for proxies and votes to come in, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, or until such time as sufficient voting time has been provided.

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

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) ~~Election of Board of Administration.~~
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

~~.8 Proviso. Provided, however that until the Developer of the condominium has completed, sold and conveyed all of the apartments in the Pines of Delray West Community development or until January 1, 1985, whichever shall first occur, the proceedings of all meetings of the members of the Association shall have no effect unless approved by the Board of Administration.~~

.8 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. The order of business and agenda shall be in accordance with the applicable Condominium Act provisions

and its rules.

4 Board of Administration.

.1 Membership. The affairs of the Association shall be managed by a board of at least 3 and not more than 9 administrators. ~~After the Developer has completed, sold and conveyed all of the apartments in The Pines of Delray West Community, or after January 1, 1985, or until transfer of Association control has been made pursuant to applicable Florida Statutes, whichever shall first occur, Each administrator shall be a person entitled to cast a vote in the Association.~~

.2 Determination of Administrators. The Administrators shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association. Each member shall be entitled to vote for as many nominees as there are vacancies to be filled.

(a) Except as to vacancies provided by removal of administrators by members, vacancies in the board of administration occurring between annual meetings of members shall be filled by the remaining administrators, and the replacement administrators shall serve the balance of the term to which they were appointed.

(b) Any administrator may be removed by concurrence of a majority two-thirds of the voting interests members of the Association at a special meeting of the members called for that purpose. The vacancy in the board of administration so created shall be filled by the members of the Association at the same meeting.

~~(c) Provided, however, that until the Developer has completed, sold and conveyed all of the apartments of The Pines of Delray West Community, or until the Developer has no substantial economic interest to justify retaining control, whichever occurs first, all administrators shall be designated by the Developer and need not be owners of apartments in the condominium and may not be removed by members as elsewhere provided. Thereafter, control of the Association shall be transferred to the unit owner according to the following guidelines: When unit owners other than the developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the developer shall be entitled to elect not less than one third (1/3) of the administrators. Unit owners other than the developer shall be entitled to elect not less than a majority of the administrators of the Association three (3) years after conveyance by the developer have been made on fifty percent (50%) of the units that will be operated ultimately by the Association, or three (3) months after conveyance have been made by the developer on ninety percent (90%) of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the developer in the ordinary course of business, or when~~

~~some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, whichever shall first occur. The developer shall be entitled to elect not less than one (1) administrator as long as the developer holds for sale in the ordinary course of business any unit in any condominium operated by the Association.~~

.3 Term. The term of each administrator's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

.4 Organizing Meeting. The organization meeting of a newly elected board of administration shall be held within 10 days of their election at such place and time as shall be fixed by the administrators at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

.5 Regular Meetings. Regular meetings of the board of administration may be held at such time and place as shall be determined, from time to time, by a majority of the administrators. Notice of regular meetings shall be given to each administrator, personally or by mail, telephone or telegraph at least 3 days prior to the day named for such meeting. Notice of such meetings shall also be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency, board meetings shall be open to all unit owners. Notice of board meetings shall comply with the Condominium Act. Meetings of the board of administrators shall be open to all unit owners who may participate in accordance with the written policy established from time to time by the board of administrators. Notice of such meetings shall be posted at a designated location on the condominium property at least 48 continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed, or have an agenda attached to it. Meetings at which a regular monthly or quarterly assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. Written notice of any meeting at which non-emergency special assessments or at which amendment to rules regarding unit use will be considered, shall be mailed or delivered to the unit owners and posted at a designated location on the condominium property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14 day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

.6 Special Meetings. Special meetings of the administrators may be called by the President and must be called by the Secretary at the written request of one-third of the administrators. Not less than 3 days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

.7 Waiver of Notice. Any administrator may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

.8 Quorum. A quorum at administrators' meetings shall consist of a majority of the entire board of administration. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of administration, except where approval by a greater number of administrators is required by the Declaration of Condominium or these By-Laws.

.9 Adjourned Meetings. If at any meeting of the board of administration 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 which might have been transacted at the meeting as originally called may be transacted without further notice.

.10 Joinder in Meeting by Approval of Minutes: The joinder of an administrator in the action of a meeting by signing and concurring in the minutes thereof shall constitute their concurrence of the action but shall not be counted for the presence of such administrator for the purpose of determining a quorum.

.11 Presiding Officer. The presiding officer of administrators' meetings shall be the President. In the absence of the President the Vice President shall preside. In the absence of the President and the Vice President the administrators present shall designate one of their number to preside.

~~.12 Administrators' Fees. Administrators' fees, if any shall be determined by the members of the Association; provided, administrators designated by the Developer shall never under any circumstances be entitled to administrators' fees.~~

5 Powers and Duties of Board of Administration. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, the Articles, and these By-Laws shall be exercised exclusively by the board of administration, ~~its agents, contractors or employees,~~ subject only to approval by apartment owners when such is specifically required. Such powers and duties of the administrators shall include but shall not be limited to the following, ~~subject, however, to the provisions of the Declaration of Condominium and these By-Laws:~~

.1 Assess. To make and collect assessments against members to defray the costs and expenses of the condominium.

.2 Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

.3 Maintain. To maintain, repair, replace and operate the condominium property.

.4 Insure. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.

.5 Reconstruct. To reconstruct improvements after casualty and further improve the condominium property.

.6 Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the condominium in the manner provided by the Declaration of Condominium.

.7 Approve. To approve or disapprove of the transfer; mortgage and ownership of apartments in the manner provided by the Declaration of Condominium.

.8 Management Contract. To contract for management of the condominium, ~~and to delegate to the contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval of the board of administration or the membership of the Association.~~ All contracts shall be bid and procured in accordance with the applicable Condominium Act provisions and its rules.

.9 Acquire Interests. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities whether or not contiguous to the lands of the condominium intended to provide for the enjoyment, recreation or other use and benefit of the apartment owners and to declare expenses in connection therewith to be common expenses.

.10 Enforce. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws, and the regulations for the use of the property in the condominium. This shall include the right to levy fines for any violations of the above documents and statute stated.

.11 Purchase Apartments. To purchase apartments in this Condominium, subject to the provisions of the Declaration of Condominium.

6 Officers.

.1 Officers and Election. The executive officers of the association shall be a President, who shall be an administrator, a Vice President, who shall be an administrator, a Treasurer, and a Secretary ~~and an Assistant Secretary~~, all

of whom shall be elected annually by the board of administration and who may be peremptorily removed by vote of the administrators at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The board of administration shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

.2 President. The President shall be the chief executive officer of the Association. He/she shall have all of the powers and duties which are usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he/she may in his/her discretion determine appropriate, to assist in the conduct of the affairs of the Association. He/she shall serve as chairman of all board and members' meetings. The President shall have a maximum spending authority of up to \$5,000.00. Any amount in excess of \$5,000.00 must be approved by a majority of the Board, either in person or by conference phone. In the case of an emergency (fire, act of God, etc.) And no Board members are available for approval, the President is authorized to spend whatever amount may be needed to effect temporary repairs.

.3 Vice President. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He/she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the administrators.

.4 Secretary. The Secretary shall keep the minutes of all proceedings of the administrators and the members. He/she shall keep the minutes of the meetings of the board and the officers in a book available for inspection by unit owners, or their authorized representatives, and board members at any reasonable time. He/she shall attend to the giving and serving of all notices to the members and administrators and other notices required by law. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Administrators or the President. ~~The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.~~

.5 Treasurer. The Treasurer shall have custody of all property of the Association; including funds, securities and evidences of indebtedness. He/she shall keep the books of the Association in accordance with good accounting practices; and he/she shall perform all other duties incident to the office of Treasurer. ~~The duties of the Treasurer may be fulfilled by a manager employed by the Association.~~

.6 Compensation. The compensation of all officers, ~~if any,~~ shall be fixed by the members at their annual meeting. ~~No officer who is a designee of the Developer shall receive any compensation for his services as such.~~

.7 Indemnification of Administrators and Officers. Every administrator and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an administrator or officer of the Association, or any settlement thereof, whether or not he is an administrator or officer at the time such expenses are incurred, except in such cases wherein the administrator or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of administration approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such administrator or officer may be entitled.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

.1 Accounts. The funds and expenditures of the Association shall be credited and charged to separate accounts for each Condominium under the following classifications as shall be appropriate:

(a) Current Expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.

(b) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

.2 Budget. The board of administration shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expense and ~~may provide funds for the foregoing reserves.~~ Notice of the board meeting to adopt the budget shall be given in compliance with F.S. Section 718.112(2)(a). *meeting No later than NOV - 14 Days Notice of Budget meeting*

.3 Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually

in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in 12 equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the 1st day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by the board of administration. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the board of administration. ~~Until the first annual assessment shall be determined by the board of administration of the Association, assessments shall be as reflected in the Developer's proposed budget.~~

Assessments not paid when due shall be subject to a Fifteen Dollar (\$15.00) late fee as well as all costs of collection as described in the Declaration.

.4 Depository. The depository of the Association will be such banks and/or savings and loan associations in Florida as shall be designated from time to time by the board of administration and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as authorized by the board. ~~Provided, however, that the provisions of management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.~~

.5 Fidelity Bonds. Fidelity bonds shall be required by the board of administration from all persons handling or responsible for association funds. The amount of such bonds shall be determined by the board. The premiums on such bonds shall be paid by the Association. The requirement for such bonds and the amounts of the bonds shall be in accordance with the Condominium Act and its rules.

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

9. Amendment. The By-Laws may be amended in the manner set forth in the Declaration.

~~10. Management Agreement. Simultaneously with the adoption of these By-Laws and the execution of the Declaration, the Association by and through its original board of administration and officers has entered into an agreement with The Pines of Delray West Association, Inc. entitled "Management Agreement". A signed original copy of said management agreement is attached to the declaration. Amendment or revision of such management agreement shall not require the procedures for an amendment or change to the Declaration or to these By-Laws and~~

~~may be accomplished by expression thereof executed by the board of administration of the Association and the Manager with the formality required for deed and duly filed among the Public Records. Each apartment owner, his heirs, successors and assigns, shall be bound by said management agreement to the same extent and effect as if he had executed said management agreement for the purposes herein expressed including but not limited to: (a) adopting, ratifying, confirming, and consenting to the execution of said management agreement by the Association; (b) Conveying and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners in the cases provided therefor in said management agreement; (c) ratifying, confirming and approving each and every provision of said management agreement and acknowledging that all of the terms and provisions thereof including the manager's fee, are reasonable; and (d) Agreeing that the persons acting as administrators and officers of the Association entering into such agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all of the persons comprising the original board of administration and the officers of the Association are owners of some or all of the stock of The Pines of Delray West Association, Inc. and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association nor as possible grounds to invalidate the management agreement in whole or in part. The management agreement, each and every provision thereof and the acts of the board of administration and officers of the Association entering into such agreement be and the same are hereby ratified, confirmed, approved, and adopted:~~

11. Standing Committee.

.1 (Membership.) Each standing committee shall include at least one member of the Board of Administration and at least one unit owner who is not an administrator. ~~In addition, the immediate past president of the Association shall be an ex-officio member of each standing committee.~~ Each such committee shall have as many members as the Board may determine are required to fulfill the committee's functions. Subject to the foregoing, the President shall appoint all committee members. ~~The Board, by majority vote, may remove members for cause; and unanimously without cause.~~

.2 Term. Every member of a standing committee shall serve until removed by the board as stated above. ~~the installation of a newly elected President.~~

.3 Committees and their respective functions.

I. Fiscal Affairs. This committee shall have responsibility for preparation of the annual budget, establishment of adequate reserves, and periodic review of the insurance program. It shall also oversee collection and disbursement of assessments and expenses, and other receipts and

directors of the Association have a fiduciary relationship to the owners. An owner does not have the authority to act for the Association by reason of being an apartment owner.

Purchase of Apartments. The Association has the power to purchase apartments in the condominium and to hold, lease, mortgage, or convey them, such power to be exercised by the board of administration.

.2 By-Laws. The By-Laws of the Association are as set forth in Exhibit 5 to the original Declarations attached hereto and made a part hereof.

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

~~.4 Transfer of Association Control. Unless the Developer has a substantial economic interest to justify retaining control, the transfer of Association control from the Developer to the unit owners shall take place in accordance with the guidelines set forth in the By-Laws.~~

8 INSURANCE

Insurance, other than title insurance, which shall be carried upon the condominium property and the property of the apartment owners, shall be covered by the following provisions:

.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the apartment buildings and their appurtenances, also for the benefit of apartment owners and the mortgagees of apartment owners. ~~In the case of insurance policies covering damage to apartment buildings and their appurtenances, the kind of such policies and the insurance companies issuing the same shall be subject to the approval of the institutional lender holding the greatest dollar amount of first mortgages against apartments in the condominium.~~ Such policies and endorsements thereon shall be deposited with the Insurance Trustee which may be the board of administration. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any apartment owner but the apartment owner may obtain such insurance at his own expense provided such insurance may not be a nature to affect policies purchased by the Association.

directors of the Association have a fiduciary relationship to the owners. An owner does not have the authority to act for the Association by reason of being an apartment owner.

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.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in accordance with the Condominium Act in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the board of administration of the Association. Such coverage shall afford protection against:

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability. In such amounts and such coverage as may be required by the board of administration of the Association and with the cross liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmen's Worker's Compensation Policy. To meet the requirements of law.

(d) Other. Such other insurance as the board of administration of the Association shall determine from time to time to be desirable.

.3 Premiums. Premiums for casualty insurance under 8.2(a) and those under 8.2(d) of a property casualty nature, pertinent to apartment buildings shall be limited common expenses. Premiums for all other insurance shall be common expense. Premiums shall be paid by the Association.

.4 Insurance Trustee Share of Proceeds. All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being the board of administration or being an institution having offices in Florida and possessing trust powers as may from time to time be approved by the board of administration of the Association, which trustee is herein referred to as "Insurance Trustee"; ~~provided, however, that the foregoing right of the board of administration to select the Insurance Trustee shall be subject to the approval of the institutional lender holding the greatest dollar amount of first mortgages against apartments in the condominium;~~ The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the

following shares but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to common elements – an undivided share for each apartment owner of the condominium, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) Limited Common Elements. Proceeds on account of damage to limited common elements – an undivided share for each apartment owner who has a share therein, the share of such proceeds being the same as the undivided share in the limited common expenses and surplus appurtenant to his apartment.

(c) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the building is to be restored – for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the board of administration of the Association.

(2) When the building is not to be restored – for the owners of apartments in such building in undivided shares being the same as their respective shares in the limited common expenses and surplus thereof.

(d) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of an apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as in 9.1 provided.

.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

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

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or by the Association's managing agent as to the names of apartment owners and their respective shares of the distribution.

.6 Association as agents. The Association (by action of its board of administration) is hereby irrevocably appointed agent, with full power of substitution, for each apartment owner and for each owner of any other insured interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payments of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the condominium property as an insured under such insurance policies.

9 RECONSTRUCTION OR REPAIR AFTER CASUALTY

.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Element. If the damaged improvement is a common element the damaged property shall be reconstructed or repaired unless within 60 days after the casualty 75 percent of the apartment owners and all mortgagees, being institutional lenders holding first mortgages upon apartments, agree in writing that the same shall not be reconstructed or repaired.

(b) Limited Common Elements. If the damaged improvement is a limited common element, the same shall be reconstructed or repaired unless the damages to the apartment building containing such limited common element extend to apartments contained within such building, in which case the provisions relative to reconstruction and repair of the apartment building, as elsewhere herein provided, shall pertain.

(c) Apartment Building.

.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in accordance with the Condominium Act in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the board of administration of the Association. Such coverage shall afford protection against:

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability. In such amounts and such coverage as may be required by the board of administration of the Association and with the cross liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmen's Worker's Compensation Policy. To meet the requirements of law.

(d) Other. Such other insurance as the board of administration of the Association shall determine from time to time to be desirable.

.3 Premiums. Premiums for casualty insurance under 8.2(a) and those under 8.2(d) of a property casualty nature, pertinent to apartment buildings shall be limited common expenses. Premiums for all other insurance shall be common expense. Premiums shall be paid by the Association.

.4 Insurance Trustee Share of Proceeds. All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being the board of administration or being an institution having offices in Florida and possessing trust powers as may from time to time be approved by the board of administration of the Association, which trustee is herein referred to as "Insurance Trustee"; ~~provided, however, that the foregoing right of the board of administration to select the Insurance Trustee shall be subject to the approval of the institutional lender holding the greatest dollar amount of first mortgages against apartments in the condominium.~~ The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the

following shares but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to common elements – an undivided share for each apartment owner of the condominium, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) Limited Common Elements. Proceeds on account of damage to limited common elements – an undivided share for each apartment owner who has a share therein, the share of such proceeds being the same as the undivided share in the limited common expenses and surplus appurtenant to his apartment.

(c) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the building is to be restored – for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the board of administration of the Association.

(2) When the building is not to be restored – for the owners of apartments in such building in undivided shares being the same as their respective shares in the limited common expenses and surplus thereof.

(d) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of an apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as in 9.1 provided.

.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

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

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or by the Association's managing agent as to the names of apartment owners and their respective shares of the distribution.

.6 Association as agents. The Association (by action of its board of administration) is hereby irrevocably appointed agent, with full power of substitution, for each apartment owner and for each owner of any other insured interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payments of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the condominium property as an insured under such insurance policies.

9 RECONSTRUCTION OR REPAIR AFTER CASUALTY

.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Element. If the damaged improvement is a common element the damaged property shall be reconstructed or repaired unless within 60 days after the casualty 75 percent of the apartment owners and all mortgagees, being institutional lenders holding first mortgages upon apartments, agree in writing that the same shall not be reconstructed or repaired.

(b) Limited Common Elements. If the damaged improvement is a limited common element, the same shall be reconstructed or repaired unless the damages to the apartment building containing such limited common element extend to apartments contained within such building, in which case the provisions relative to reconstruction and repair of the apartment building, as elsewhere herein provided, shall pertain.

(c) Apartment Building.

(1) Partial Distribution. If the damaged improvement is an apartment building and less than 90 per cent of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless 75 per cent of the owners of the apartments contained within such building and all mortgagees, being institutional lenders, holding first mortgages upon apartments contained within such building shall within 60 days after casualty agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction. If the damaged improvement is an apartment building and 90 per cent or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or repaired unless within 60 days after casualty 75 per cent of the owners of the apartments contained within such building and all mortgagees, being institutional lenders holding first mortgages upon apartments contained within such building and all mortgagees, being institutional lenders holding first mortgages upon apartments contained within such building shall within 60 days after casualty agree, in writing, that the same shall be reconstructed or repaired.

(d) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or managing agent to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the board of administration of the Association and if the damaged property is an apartment building, by the owners of all damaged apartments therein, which approvals shall not be unreasonably withheld.

.3 Responsibility. If the damage is only to those parts of apartments for which the responsibility of maintenance and repair is that of apartment owners, then the apartment owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

.5 Assessments for Reconstruction and Repair.

(a) Common Elements. Assessments shall be made

against all apartment owners in amounts sufficient to provide funds for the payment of such costs. Such assessments shall be in proportion to each apartment owner's share in the common elements.

(b) Apartments and Limited Common Elements. Assessments shall be made against the apartment owners who own the damaged apartments and against the owners of all apartments contained in the apartment building in the case of damage to the limited common elements thereof in sufficient amounts to provide for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to the limited common elements shall be in proportion to each apartment owner's share in the limited common expenses and surplus.

.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners shall be disbursed in payment of such costs in the following manner:

(a) By Whom Held. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in the payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Apartment Owner. The portion of Insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner, shall be paid by the Insurance Trustee to the apartment owner or if there is a mortgage endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association - Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance

policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of administration of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or the Association's managing agent as to any or all of such matter and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

10 RESTRICTIONS

The following restrictions shall be applicable to and covenants running with the land of the condominium, ~~and may not be amended without the prior written approval of the Developer until January 1, in the year forty full calendar years after the year in which this Declaration is recorded in the Public Records.~~

(a) Occupancy by a surviving spouse, or occupancy by the former spouse in case of a divorce, provided they were living in the apartment together prior to the divorce. Also permitted is a surviving non-spouse companion, provided that the surviving companion resided with the deceased at the time of the deceased's death.

(b) Occupancy by any person who obtains ownership of an apartment by devise or inheritance.

Every owner and lessee shall be deemed to have a contract with the Association to ensure that the occupancy requirement in this Section is met at all times. Even though this occupancy requirement is a contract between the Association and the owner or lessee, as applicable, this Section shall be deemed to be a covenant running with the land. Furthermore, the owner shall be responsible to ensure that his/her lessee(s) comply with this occupancy requirement.

Any transfer approved by the Association under this Declaration shall be conditioned upon this occupancy requirement being met at all times; in the event that this occupancy requirement is not met, the approval shall be deemed automatically revoked. The Association has the right to require any reasonable proof of age of an occupant.

.3 Pets. No animals, reptiles, amphibians or other pets of any natures and description (except tropical fish and birds - providing they create no nuisance) shall be raised, bred or kept in any apartment or other element of the Condominium, except with the written approval of the Association.

.4 Nuisances. No nuisances shall be allowed upon the condominium property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse nor garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements or limited common elements which will increase the rate of insurance upon any part of the condominium property.

.5 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of government bodies which shall require maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements, limited common elements or apartments. ~~The right is reserve to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied apartments it may from time to time own. The same The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the owner of an apartment and to the Association as to any apartment which it may own.~~

.7 Exterior Appearance. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any apartment, limited common element or common element. The common elements and limited common elements shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by apartment owner or lessees of any chairs, tables, benches or other articles upon any common element or limited common element. Nothing shall be hung or displayed on the outside walls of an apartment building and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning devise, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association.

~~.8 Garbage Disposal. There shall not be attached to any plumbing, any garbage or trash grinders, emulsifiers or disposal equipment or appliances, nor shall plumbing be used for the disposal of garbage or trash, except with the consent of the utility company furnishing sewage disposal facilities.~~

*.9 Leasing. After approval of the Rental Application by the Association elsewhere required, the entire apartment may be rented provided the occupancy is only by one lessee and members of his immediate family at least 12 years of age, his servants and guests, and the term of the lease is not less than 4 months. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section 10 or any of his other duties as an apartment owner. ~~*The owner shall also pay, prior to any approval, to the Association, a security deposit in the amount of one (1) month's rent, which security deposit shall be held for the purpose of paying for any damages to the condominium or Association property caused by the tenant, their family, their guests, or invitees. The security deposit shall be handled in accordance with applicable Condominium Act provisions.~~

.10 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the board of administration of the Association. Such regulations, or any one or more of them, may be revoked by a majority of the unit owners at any time.

~~.11 Proviso. Provided, however, that until the Developer has completed and sold all of the apartments of the condominium, neither the apartment owners nor the Association nor their use of the condominium shall interfere with the~~

~~completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units, the common areas and limited common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office for the showing of the property and the display of signs.~~

.11 Keys to apartments. The Association shall retain a key to all apartments. No apartment owner shall alter any lock, nor install a new lock, to prevent access when the apartment is unoccupied, unless the owner provides the Association with a key.

.12 Guest Use Restrictions.

(a) Occupancy in Presence of Owners/Lessee. A guest may visit when the owner or lessee (as applicable) is present in the apartment, if not visiting overnight, without restriction as to the number of days for visitation. A guest may visit overnight when the owner or lessee (as applicable) is present in the apartment, but a lessee or an owner shall not be permitted to have guests stay overnight for more than thirty (30) days in any twelve (12) month period. Such visitation days shall not be cumulative from period to period.

(b) Occupancy in Absence of the Owner/Lessee - Overnight Visitation.

(1) Lessee(s) shall be prohibited from entertaining guest(s) who visit(s) overnight, when the Lessee(s) is/are not present in the apartment.

(2) Owner(s) shall be permitted to entertain guests who visit overnight, when the owner(s) is/are not present in the apartment, subject to the following limitations: Each day that any guest which falls into this category visits shall be considered a "guest day". Owner(s) of an apartment shall be limited to thirty (30) guest days per twelve (12) month period for such guest visits, regardless of the number of such guests which so visit. Each day as well as part of a day shall be counted in the aforesaid computation. Such guests must register with the Association prior to or upon arrival at the condominium. The board of administration shall be empowered to adopt a form for use in connection with the registration of such guests, which form the guests must sign. The form shall include an acknowledgment: As to the relationship with the host; that the guest has received a copy of the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations of the Association and agrees to abide by them; and such other reasonable information determined by the board of administration from time to time. Such a guest shall not be entitled to visit unless he or she registers with the Association as required in this Section. Exception: A guest related to the owner by blood, marriage or adoption need not register with the Association as provided above.

(c) Any guest visit not authorized pursuant to the terms of this Section shall be deemed improper, entitling the Association to bar access of the guest to the apartment and recreational facilities and/or shall entitle the Association to obtain an injunction order removing the guest and his or her personal belongings from the Condominium.

(d) Definition. The Following definition shall apply as used in this Section: An Owner or lessee is "not present in the apartment" when the owner or lessee (as applicable) does not stay overnight in the apartment with the guest.

.13 No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any apartment except those required for normal household use.

.14 Each apartment owner who plans to be absent from his apartment during the hurricane season must prepare his apartment prior to his departure by (1) removing all furniture, plants and other objects from his terrace or porch prior to his departure; and (2) designating a responsible firm or individual to care for his apartment, should the apartment suffer hurricane damage, and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the board of administration for clearance to install or remove hurricane shutters.

11 MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents and thus protect the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer of apartments by any owner ~~other than the Developer~~ shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe.

.1 Transfers Subject to Approval.

(a) Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association.

→ (b) Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association.

(c) Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any apartment owner shall

acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

.2 Approval by Association. The approval of the Association which is required for the transfer or ownership of apartments shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

(3) Gift; Devise or Inheritance; Other Transfers.
An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the seller and shall be recorded in the Public

Records.

(2) Lease. If the proposed transaction is a lease, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in non-recordable form and shall be delivered to the lessor.

(3) Gift; Devise or Inheritance; Other Transfers.
If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records.

(c) Approval of Corporate Owner or Purchaser.
Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

.3 Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within 60 days after receipt of such notice and information the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person approved by the Association, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value 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 apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) If the purchaser shall elect to purchase at the price stated in the agreement, the purchase price shall be paid in the manner and subject to the conditions of such agreement; if the purchaser shall elect to purchase at the fair market value determined by arbitration, the purchase price shall be paid in cash.

(3) The sale shall be closed within 30 days after the delivery or mailing of said agreement to purchase, or within 30 days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) If the Association shall fail to purchase or provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(b) Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 60 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person who will purchase and to whom the apartment owner must sell the apartment upon the following terms.

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 60 days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it 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 apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within 30 days following the determination of the sale price.

(4) If the Association shall fail to purchase or provide a purchaser as herein required, or if a purchaser furnished by the Association

shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

.4 Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to an institutional lender, ~~or the Developer.~~ The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an institutional lender which acquired its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or saving and loan association which so acquires its title, ~~nor shall such provisions apply to a transfer to or a purchase by the Developer or a transfer, sale or lease by the Developer, nor shall such provisions required the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.~~

.6 Separation of Interests. A sale of an apartment shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A lease of an apartment shall include the parking space appurtenant to it and no parking space maybe leased separate from the apartment to which it is appurtenant. A lease of an apartment need not include the rights appurtenant to it to use the community facilities, provided that such rights not so leased must be retained by the lessor and not separately leased or assigned.

.7 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of ~~the~~ this Declaration shall be void unless subsequently approved by the Association.

.8 Notice of Lien or Suit.

(a) Notice of Lien. An apartment owner shall give notice, in writing, to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within 5 days after the attaching of the lien.

(b) Notice of suit. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within 5 days after the apartment owner receives knowledge thereof.

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

12 PURCHASE OF APARTMENTS BY ASSOCIATION

The Association shall have the power to purchase apartments, subject to the following provisions:

.1 Decision. The decision of the Association to purchase an apartment shall be made by its administrators, without approval of its membership except as elsewhere provided in this section.

.2 Limitation. If at any one time the Association be the owner or agreed purchaser of 5 or more apartments, it may not purchase any additional apartments without the prior written approval of 75 per cent of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

~~.3 Rights of Developer. Notwithstanding anything herein to the contrary, until the expiration of five full calendar years after the year in which this Declaration is recorded or the earlier completion and sale of all apartments in The Pines of Delray West Community, in each case where the Association shall have the right to purchase an apartment or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such apartments for itself upon the same terms and conditions available to the Association:~~

13 COMPLIANCE AND DEFAULT

Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the ~~By-Laws, Articles,~~ and the rules and regulations adopted pursuant thereto and said documents and rules and regulations as they may be amended from time to time and, with regard to the use of the community facilities. Failure of the apartment owner to comply therewith shall entitle the Association or other apartment owner to the following relief in addition to other remedies provided in the this Declaration and the Condominium Act:

.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, ~~but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.~~ Such liability shall include any increase in fire insurance rates occasioned by use, mis-use, occupancy or abandonment of an apartment or its appurtenances, or of the common elements or of the limited common elements.

.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of Declaration, By-Laws, Articles, and rules and regulations adopted pursuant thereto, and said documents and rules and regulations as they 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 as may be awarded by the court, ~~provided no attorneys' fees may be recovered against the Association in any such action.~~ Additionally, if the Association hires an attorney to enforce any provision of the condominium documents or the Condominium Act, the apartment owner violating the document provisions or the Condominium Act, shall be responsible to reimburse said fees and costs to the Association (regardless of whether any litigation or other legal proceeding was commenced).

.3 No Waiver of Rights. The failure of the Developer, or the Association, or any apartment owner to enforce any covenant, restriction or other provisions of the Condominium Act, the Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14 AMENDMENTS

Subject to the other provisions of the Declaration relative to amendment, ~~the~~ this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

.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 considered. (Or the subject matter shall be described in a written consent form if the amendment(s) is/are to be approved without a meeting of the members.)

.2 Resolution. An amendment may be proposed by either the board of administration or by 50 75 per cent plus one of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the board of administration and 50 75 per cent plus one of

the members of the Association. Administrators and members not present at the meetings considering the amendment may express their approval, in writing, given before such meeting.

.3 Agreement. In the alternative, an amendment may be made by written consent approved by at least a 50 per cent plus one of the members of the Association, and a majority of the board of administration. ~~by an agreement signed and acknowledged by all of the members of the Association in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records.~~

.4 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartment unless the apartment owners so affected and such of their first mortgagees which are institutional lenders shall consent; and no amendment shall change any apartment nor share in the common elements and other of its appurtenances nor increase the owner's share of the limited common expenses or common expenses unless the owner of the apartment concerned and all of such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any changes in Sections 8 or 9 unless the record owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment, ~~nor shall any amendment of this declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.~~

.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records.

15 TERMINATION

The condominium may be terminated in the following manner:

.1 By Statute. As provided by the Condominium Act.

.2 Destruction. In the event it is determined in the manner elsewhere provided that the apartment buildings shall not be reconstructed after casualty, the condominium plan of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association executed by the president and the secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded

in the Public Records.

.3 By Agreement.

(a) Unanimous Agreement. The condominium may be terminated at any time by the unanimous agreement, in writing, of all of the members and by all record owners of mortgages owned by institutional lenders. Such agreement shall be evidenced by a certificate of the Association executed by the president and secretary certifying as to the unanimous agreement to terminate, which certificate shall become effective upon being recorded in the Public Records.

(b) Less Than Unanimous Agreement. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and less than all but at least 75% of the members, with the consent of their respective mortgagees, within 60 days of such meeting, agree to terminate, then the Association and the approving members shall have an option to buy all of the apartments of the other members for a period ending on the 120th day from the date of such meeting. Such option shall be exercised upon the following terms:

(1) Exercise of Option. The option shall be exercised by delivery or mailing by certified or registered mail to each of the record owners of the apartments to be purchased of an agreement to purchase signed by the Association and/or record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by the Association and/or each participating owner and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(2) Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and the purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it 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; and a judgment of a specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

(3) Payment. The purchase price shall be paid in cash.

(4) Closing. The sale shall be closed within 30 days following the determination of the sale price, or within 15 days after seller furnishes the purchaser an abstract of title reflecting a good and insurable or

marketable title, whichever is later.

.4 General Provisions. Upon termination of the condominium the mortgagee and lienor of an apartment owner who shall thereby become a tenant in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the condominium shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records.

.5 Amendment. This section 15 may only be amended in accordance with the provisions of 14.3 and 14.4.

16 RESERVATION OF EXCLUSIVE RIGHT TO INSTALL, PROVIDE AND MAINTAIN COMMUNITY ANTENNA TELEVISION (CATV)

The board of administration shall have the right to enter into a bulk cable television agreement (or similar type of agreement for providing television reception to the apartments) and all costs and expenses thereto shall be common expenses of the condominiums charged equally.

~~Developer anticipates that Community Antenna televisions may be made available to residents of Palm Beach County, Florida by the appropriate governmental authorities. The Condominium Association and each unit owner in this Condominium do hereby give and grant unto the Developer and Developer does hereby reserve unto itself for a twenty (20) year term commencing with the date hereof the exclusive right and privilege to install, provide and maintain Community antenna Televisions hookup equipment in those condominium units desiring CATV service. Developer further reserves such easements over, under and across the condominium property and community facilities for cables and other equipment as may be reasonable necessary to provide CATV service to the condominium units. Developer shall have the unrestricted right to assign, transfer and convey the exclusive right, privilege and easements herein reserved. The Condominium Association and each unit owner in this Condominium shall be prohibited from entering into any contract or agreement to provide CATV service with any party other than Developer or its assigns.~~

17 MISCELLANEOUS PROVISIONS

.1 All provisions of the this Declaration and Exhibits attached thereto, and amendments thereof, shall be construed as covenants running with the land, and of every part thereof and therein, including, but not limited to, every unit and the appurtenances thereto, and every unit owner and claimant of the property, or

any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed thereto and any Amendments thereof.

.2 The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provisions of this Declaration, the By-Laws, the Articles, the rules and regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portions thereof.

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

~~.4 Provisions Pertaining to Developer: The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. Equipment, material and construction warranties are as supplied by the suppliers and the Contractor. The estimates of common expenses are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon. The Developer has constructed the building and improvements substantially in accordance with the plans and specifications on file in the Building and Zoning Department of the applicable governmental authority, and as the same have been modified, and this is the full extent of the Developer's liability and responsibility:~~

~~The Developer shall not be responsible for conditions resulting from condensation on or expansion or contraction of materials, paint over walls, both interior and exterior, loss or injury caused in any way by the elements; the water tightness of windows and doors, defects which are the result of characteristics common to the materials used, and damage due to ordinary wear and tear or abusive use, collection of water within the building or on any portion of the Condominium property and improvements thereon nor anything of any type or nature except such items as are specifically delineated and agreed to in writing between the Developer and the individual unit owner, and it shall be understood and agreed that the Developer shall bear no responsibility in any way as to the matters provided in this paragraph to the condominium Association. Guaranties have been obtained from all sub-contractors, such as the plumber, electrical air conditioning and roofer, and warranties have been obtained from the manufacturers and subcontractors, and it shall be the obligation of the Condominium association and its members to enforce such guaranties. The Condominium unit owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium unit, and other parties, by virtue of their occupancy of units, hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto:~~

.5 The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, and easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer; for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. ~~During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required.~~ The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members. This condominium is part and parcel of The Pines of Delray West Condo - a multi-phase Condominium project and, accordingly, easements and/or rights of way established by the Developer or the Association for pedestrian or vehicular traffic shall be for the use of all Unit owners in these ~~this~~ condominiums, as well as the Developer and Management Firm as are reasonably required for ingress and egress from the remaining portions of The Pines of Delray West Community.

.6 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- (a) The Condominium Act.
- (b) Other Florida Statutes which apply.
- (c) The Declaration.
- (d) The Articles of Incorporation
- (e) The By-Laws
- (f) The Rules and Regulations promulgated by the board of administration.

IN WITNESS WHEREOF, the Developer has executed ~~this~~ the original Declaration this 20th day of March, 1978.

21
22 Limited Common expense includes: expense of maintenance, operation, repair or replacement of limited common elements and portions of apartments to be maintained by the Association; and expenses declared limited common expenses by the provisions of this Declaration or the By-Laws.

22
23 Management Agreement means and refers to that certain Agreement attached to this Declaration and made a part hereof which provides for the management of the Condominium property and the community areas and facilities.

23
24 Management Firm means and refers to the Corporation identified as the Management Firm in the Management Agreement attached to this Declaration, its successors and assigns. The Management Firm shall be responsible for the management of the Condominium property and the community areas and facilities, as provided in the Management Agreement attached to this Declaration and made a part hereof.

24
25 Occupant means the person or persons in actual possession of a unit, whether the unit owner or other than the unit owner.

25
26 Public Records means the Official Public Records of the County in which the condominium property lies.

26
27 Reasonable attorneys' fees means and include reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

27
28 Unit Owner, or Owner of a Unit, or Parcel Owner, or Apartment Owner, or Private Dwelling Owner, means the owner of a Condominium Parcel.

28
29 Utility service as used in the Condominium Act and as construed with reference to this condominium, and as used in this Declaration and the By-Laws attached hereto shall include, but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Section 718.103, Florida Statutes. Whenever the context so permits, the use of the singular shall include the plural and the plural, the singular, and the use of any gender shall be deemed to include all genders.

26, 27, 28, 29 added

21 .22 Limited Common expense includes: expense of maintenance, operation, repair or replacement of limited common elements and portions of apartments to be maintained by the Association; and expenses declared limited common expenses by the provisions of this Declaration or the By-Laws.

22 *ent* .23 Management Agreement means and refers to that certain Agreement attached to this Declaration and made a part hereof which provides for the management of the Condominium property and the community areas and facilities.

23 *ent* .24 Management Firm means and refers to the Corporation identified as the Management Firm in the Management Agreement attached to this Declaration, its successors and assigns. The Management Firm shall be responsible for the management of the Condominium property and the community areas and facilities, as provided in the Management Agreement attached to this Declaration and made a part hereof.

24 .25 Occupant means the person or persons in actual possession of a unit, whether the unit owner or other than the unit owner.

25 .26 Public Records means the Official Public Records of the County in which the condominium property lies.

26 .27 Reasonable attorneys' fees means and include reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

27 .28 Unit Owner, or Owner of a Unit, or Parcel Owner, or Apartment Owner, or Private Dwelling Owner, means the owner of a Condominium Parcel.

28 *ent* .29 Utility service as used in the Condominium Act and as construed with reference to this condominium, and as used in this Declaration and the By-Laws attached hereto shall include, but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Section 718.103, Florida Statutes. Whenever the context so permits, the use of the singular shall include the plural and the plural, the singular, and the use of any gender shall be deemed to include all genders.

- F. LEASING** – After approval of the Association, the entire apartment may be leased provided the occupancy is only by one (1) lessee and members of his immediate family, which must be at least 12 years of age and the lessee is 55 years or older. The lease may not be for less than four (4) months. No rooms may be rented, nor may the apartment be used for anything other than residential living. Prior to the approval of a lease application, the owner of the unit must submit an amount equal to one month's rent, which is clearly stated on the executed leases described in section 10 of the condominium documents. The leasing of any unit does not release the unit owner from any responsibility and the unit owner remains responsible for all actions of the tenant. Refer to Section X for additional regulations and penalties associated with leasing of units.
- G. NUISANCES** – No nuisances shall be allowed upon the condominium property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium property shall be kept in a clean and sanitary condition and rubbish, refuse or garbage allowed accumulating nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements or limited common elements which will increase the rate of insurance upon any part of the condominium property.
- H. LAWFUL USE** – No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirement of government bodies which shall require maintenance, modifications or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.
- I. SIGNS** – No "For Sale", "For Rent", "Garage Sale" signs shall be displayed on the exterior of any condominium or inside any window without the express approval of the Association. No signs may be displayed on or inside any vehicle on condominium property. No signs may be posted at the entrances to the community for any reason. No "Garage Sale", "Auction" or the like may be operated from the property unless such sale is approved by the Association.
- J. EXTERIOR APPEARANCES** – No clothes, sheets and blankets, laundry of any kind or other articles shall be hung out or exposed from any apartment, limited common elements or common elements.

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Instrument Prepared By/
Return To:
Randall J. DeHayes, Esq.
PMB 327
4521 PGA Boulevard
Palm Beach Gardens, Florida 33418-3997

CERTIFICATE OF AMENDMENT TO
THE ARTICLES OF INCORPORATION FOR
THE PINES OF DELRAY WEST ASSOCIATION, INC.

THIS CERTIFICATION OF AMENDMENT TO THE ARTICLES OF INCORPORATION FOR THE PINES OF DELRAY WEST ASSOCIATION, INC. Is made this 11th day of April, 2001, by the President and Secretary of The Pines of Delray West Association, Inc. ("Association").

WITNESSETH:

WHEREAS, the Association is the Association responsible for the management and operation of The Pines of Delray West Condominium One, Condominium Two and Condominium Three pursuant to the Declarations of Condominium, as recorded in Official Records Book 2829, Page 1400; Official records Book 2861, Page 270; Official Records Book 2919, Page 65, respectively, Palm Beach County, Florida.

WHEREAS, Article X of the Articles provides that the Articles may be amended by an affirmative vote of at least three-fourths (3/4) of the vote of the membership, the membership approved these amendments by approval of over 75% at a meeting held on March 22, 2001.

NOW THEREFORE, the President and Secretary of the Association hereby certify the following:

1. The members of the Association, by more than a three-fourths (3/4) affirmative vote, voted to amend the Articles of Incorporation, a true and correct copy of which is attached as Exhibit "A" hereto.
2. The adoption of the Amendments by the Association appears in the minutes of the Association and the approval is unrevoked.

IN WITNESS WHEREOF, the undersigned has set their hand and seal this 11th day of April, 2001.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Randall J. DeHayes
Witness

[Signature]
Witness

THE PINES OF DELRAY WEST
ASSOCIATION, INC.

BY: Daniel P. Hayes
President

ATTEST: Joyce V. Sigal
Secretary

STATE OF FLORIDA)

) SS:

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE PINES OF DELRAY WEST ASSOCIATION, INC.
(New language underlined; deleted language ~~struck through~~)

WE, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit Corporation under the laws of the state of Florida, pursuant to Florida Statutes, Chapter 617, and hereby certify as follows:

ARTICLE I

The name of this Corporation shall be: THE PINES OF DELRAY WEST ASSOCIATION, INC.

ARTICLE II

The general purpose of this non-profit Corporation shall be as follows:

To be the "Association" (as defined in the Condominium Act of the State of Florida, F.S. 718.14 et seq. as it may be amended from time to time), for the operation of the several condominiums being created pursuant to the Condominium Act in Delray Beach, Palm Beach County, Florida and to be known (in numerical sequence) as "THE PINES OF DELRAY WEST ONE, a Condominium" and "THE PINES OF DELRAY WEST TWO, a Condominium", and THE PINES OF DELRAY WEST THREE, a condominium, and as such Association, to operate and administer said Condominiums and carry out the functions and duties of said Condominiums as set forth in their respective Declarations of Condominium established for said Condominiums and as provided in F.S. Section 718.111. Said condominiums are

herein called "Condominium" and the Declarations of Condominium whereby the same has or will be created are herein called "Declaration".

ARTICLE III

The members of this Corporation shall constitute all of the record owners of condominium parcels of the Condominium. After receiving the approval of the corporation, as required under the Declaration, change of membership in this corporation shall be established by recording in the Public Records of Palm Beach County, Florida a deed or other instrument establishing record title to a condominium parcel and the delivery to the corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the corporation. The membership of the prior owner of such condominium parcel shall be thereby terminated.

On all matters on which the membership shall be entitled to vote, there shall be one vote for each Unit in the Condominium. Such vote may be exercised or cast by the owner or owners of each Unit in such manner as is provided for in the Declaration, or in the Bylaws adopted by the Association.

ARTICLE IV

The existence of the corporation shall be perpetual unless the Condominium is terminated pursuant to the provisions of its Declaration and in the event of such termination, the corporation shall be dissolved in accordance with law.

ARTICLE V

Article V intentionally left blank.

~~The names and residences of the Subscribers to these Articles of Incorporation are:~~

~~Robert A. Carnavil 2300 Lowson Boulevard
Delray Beach, Florida~~

~~Larry D. Glassman 2300 Lowson Boulevard
Delray Beach, Florida~~

~~Bernard Glassman 2300 Lowson Boulevard
Delray Beach, Florida~~

ARTICLE VI

The affairs of the Association shall be managed by its Board of Administration, which shall be not less than three nor more than nine in number. The officers of the corporation shall be a President, Vice President, Treasurer, and Secretary and ~~Assistant Secretary~~, which officers shall be elected annually by the Board of Administration.

ARTICLE VII

Article VII intentionally left blank.

~~The names of the officers who are to serve until the first election of officers, pursuant to the terms of the Declaration of Condominium and By-Laws, are as follows:~~

~~Robert A. Carnavil President
Larry D. Glassman Vice President
Bernard Glassman Secretary-Treasurer~~

~~The same persons shall constitute the first Board of three Administrators and shall serve until the first election of the Board of Administration at the first regular meeting of the membership.~~

ARTICLE VIII

The name of the Resident Agent and street address of the office, place of business or location for the service of process within this State is Robert A. Carnavil, ~~2300 Lawson Boulevard~~ _____, Delray Beach, Palm Beach County, Florida; and he has signified his acceptance of such appointment, ~~by subscribing these Articles.~~

ARTICLE IX

The original By-Laws were ~~are to be~~ made by the Board of Administration and/or declarer under such Declaration. The same may thereafter be amended, altered or rescinded only in accordance with the provisions of such By-Laws and the Declaration relating to amendment of the By-Laws.

ARTICLE X

These Articles of Incorporation may only be amended in accordance with the provisions of the Declaration relating to amendment of the Articles, ~~by resolution approved by not less than a majority of the Board of Administration and 75 per cent of the Members of the Association, or by agreement of all Members.~~

ARTICLE XI

The corporation shall have all of the following powers:

All of the powers set forth and described in Section 617.021 of the Florida Statutes not repugnant to any of the provisions of Chapter 718 of the Florida Statutes.

All of the powers of an Association as set forth in Chapter 718 of the Florida Statutes (as amended from time to time).

All of the powers set forth in the Declaration and the By-Laws.

To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interest in lands or facilities including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use or benefit of the unit owners.

To contract with a third party for the management of the Condominium and to delegate to the Contractor all powers and duties of this corporation except such as are specifically required by the Florida statutes, the Declaration and/or the By-Laws to have the approval of the Board of Administration or the membership of the corporation.

To acquire by purchase or otherwise condominium parcels of the Condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.

To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose, and intent of the Declaration as the same may from time to time be amended and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations, and responsibilities entrusted to or delegated to it by the Declaration and/or By-Laws.

To levy and collect assessments against members of the Association to

defray the common expenses of the Condominium as provided for in the Declaration of Condominium as it may be amended and Exhibits attached thereto.

To maintain, improve, repair, reconstruct, replace, operate and manage the Condominium Property.

To enforce the provisions of said Declaration of Condominium, and Exhibits attached thereto, and the Rules and Regulations governing the use of said Condominium and the Condominium Property.

To grant permits, licenses and easements over the common areas and Condominium Property for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium Property.

ARTICLE XII

There shall be no dividends, paid to any of the members nor shall any part of the income of the Corporation be distributed to its Board of Administration or officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses, etc. The Corporation may pay compensation in a reasonable amount to its members, administrators and officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium, these Articles, and the By-Laws. The voting rights of the owners of parcels in said Condominium property shall be as set forth in the Declaration of Condominium and/or By-Laws.

ARTICLE XIII

The principal office of the Corporation shall be located on the Condominium Property at Delray Beach, Florida, , 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.

EXHIBIT 5

AMENDED AND RESTATED

BY-LAWS

OF

THE PINES OF DELRAY WEST ASSOCIATION, INC.

A Non-Profit Florida Corporation

(New language underlined; deleted language ~~struck through~~)

1. Identity. These are the By-Laws of The Pines of Delray West Association, Inc., herein called the "Association", a non-profit Florida corporation, organized pursuant to Chapter 617, Florida Statutes, and Section 718.111, Florida Statutes, for the purpose of administering the two three condominiums in The Pines of Delray West Community, in Delray Beach, Palm Beach County, Florida.

As used herein, the word "Corporation" shall be the equivalent of "Association" as defined in the Declaration of Condominium to which these By-Laws are attached. "Condominium" means each condominium in the Community. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration of Condominium to which these By-Laws are attached.

.1 Office. The office of the Association shall temporarily be at the administrative offices of The Pines of Delray West Community situated upon portions of the recreational facilities.

.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

2. Members.

.1 Qualification. The members of the Association shall consist of all of the record title owners of apartments.

.2 Change of Membership. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owners shall be thereby terminated.

.3 Voting Rights. The members of the Association shall be entitled to cast one vote for each apartment owned by them, provided, however, that there shall only be one vote for each apartment.

.4 Designation of Voting Representative. If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

.5 Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required on any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

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

3. Members' Meetings.

.1 Annual Members' Meeting. The Annual Members' Meeting shall be held at a place in Delray Beach selected by the Secretary at 7:30 P.M. Eastern Standard Time of the first Thursday in March of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The Annual Meeting may be waived by a unanimous agreement of the members, in writing. Notice of annual members' meetings shall be posted in a conspicuous place on the condominium property at least 14 days prior to

the Annual Meeting and shall also comply with any applicable provisions of the Condominium Act, or the Rules and Regulations pursuant thereto. The election of administrators shall be in conformance with the applicable Condominium Act provisions and its rules.

.2 Special Members' Meetings. Special members' meetings shall be held whenever called by a majority of the board of administration and must be called by such administrators upon receipt of a written request from members entitled to cast 50 75 per cent plus 1 of the votes of the entire membership.

.3 Notice of All Members' Meetings. Notice of all members' meetings, stating the time and place and the objects for which meeting is called, shall be given unless waived in writing. Such notice shall be in writing and furnished to each member, by certified mail unless waived by the member in writing, at his address as it appears on the books of the Association and shall be mailed not less than 14 days prior to the date of the meeting. Notice shall also be conspicuously posted at the posting site on the Condominium Property. ~~Notice of meeting may be waived before or after meetings.~~

.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast 50 percent plus 1 a majority of the votes of the Association. The acts approved by a majority of those present at a meeting which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles, or these By-Laws. ~~The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.~~

.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. Except as specifically otherwise provided in this paragraph, unit owners may not vote by general proxy, but may vote by use of a limited proxy substantially conforming to a limited proxy form adopted by the Divisions of Florida Land Sales, Condominium and Mobile Homes. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration, the Articles of Incorporation, or By-Laws; and for any other matter which the Florida Condominium Act requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of board members, unless allowed by the Condominium Act and document procedures. General proxies may be used for other matters for which limited proxies are not required. An executed telegram or cable gram appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy.

.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, or in order to obtain more time for proxies and votes to come in, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, or until such time as sufficient voting time has been provided.

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

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Board of Administration.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

~~.8 Proviso.~~ ~~Provided, however that until the Developer of the condominium has completed, sold and conveyed all of the apartments in the Pines of Delray West Community development or until January 1, 1985, whichever shall first occur, the proceedings of all meetings of the members of the Association shall have no effect unless approved by the Board of Administration:~~

.8 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. The order of business and agenda shall be in accordance with the applicable Condominium Act provisions

and its rules.

4 Board of Administration.

.1 Membership. The affairs of the Association shall be managed by a board of at least 3 and not more than 9 administrators. After the Developer has completed, sold and conveyed all of the apartments in The Pines of Delray West Community, or after January 1, 1985, or until transfer of Association control has been made pursuant to applicable Florida Statutes, whichever shall first occur, Each administrator shall be a person entitled to cast a vote in the Association.

.2 Determination of Administrators. The Administrators shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association. Each member shall be entitled to vote for as many nominees as there are vacancies to be filled.

(a) Except as to vacancies provided by removal of administrators by members, vacancies in the board of administration occurring between annual meetings of members shall be filled by the remaining administrators, and the replacement administrators shall serve the balance of the term to which they were appointed.

(b) Any administrator may be removed by concurrence of a majority two-thirds of the voting interests members of the Association at a special meeting of the members called for that purpose. The vacancy in the board of administration so created shall be filled by the members of the Association at the same meeting.

~~(c) Provided, however, that until the Developer has completed, sold and conveyed all of the apartments of The Pines of Delray West Community, or until the Developer has no substantial economic interest to justify retaining control; whichever occurs first, all administrators shall be designated by the Developer and need not be owners of apartments in the condominium and may not be removed by members as elsewhere provided. Thereafter, control of the Association shall be transferred to the unit owner according to the following guidelines: When unit owners other than the developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the developer shall be entitled to elect not less than one third (1/3) of the administrators. Unit owners other than the developer shall be entitled to elect not less than a majority of the administrators of the Association three (3) years after conveyance by the developer have been made on fifty percent (50%) of the units that will be operated ultimately by the Association, or three (3) months after conveyance have been made by the developer on ninety percent (90%) of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the developer in the ordinary course of business, or when~~

~~some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, whichever shall first occur. The developer shall be entitled to elect not less than one (1) administrator as long as the developer holds for sale in the ordinary course of business any unit in any condominium operated by the Association.~~

.3 Term. The term of each administrator's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

.4 Organizing Meeting. The organization meeting of a newly elected board of administration shall be held within 10 days of their election at such place and time as shall be fixed by the administrators at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

.5 Regular Meetings. Regular meetings of the board of administration may be held at such time and place as shall be determined, from time to time, by a majority of the administrators. Notice of regular meetings shall be given to each administrator, personally or by mail, telephone or telegraph at least 3 days prior to the day named for such meeting. Notice of such meetings shall also be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency, board meetings shall be open to all unit owners. Notice of board meetings shall comply with the Condominium Act. Meetings of the board of administrators shall be open to all unit owners who may participate in accordance with the written policy established from time to time by the board of administrators. Notice of such meetings shall be posted at a designated location on the condominium property at least 48 continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed, or have an agenda attached to it. Meetings at which a regular monthly or quarterly assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. Written notice of any meeting at which non-emergency special assessments or at which amendment to rules regarding unit use will be considered, shall be mailed or delivered to the unit owners and posted at a designated location on the condominium property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14 day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

.6 Special Meetings. Special meetings of the administrators may be called by the President and must be called by the Secretary at the written request of one-third of the administrators. Not less than 3 days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

.7 Waiver of Notice. Any administrator may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

.8 Quorum. A quorum at administrators' meetings shall consist of a majority of the entire board of administration. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of administration, except where approval by a greater number of administrators is required by the Declaration of Condominium or these By-Laws.

.9 Adjourned Meetings. If at any meeting of the board of administration 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 which might have been transacted at the meeting as originally called may be transacted without further notice.

.10 Joinder in Meeting by Approval of Minutes. The joinder of an administrator in the action of a meeting by signing and concurring in the minutes thereof shall constitute their concurrence of the action but shall not be counted for the presence of such administrator for the purpose of determining a quorum.

.11 Presiding Officer. The presiding officer of administrators' meetings shall be the President. In the absence of the President the Vice President shall preside. In the absence of the President and the Vice President the administrators present shall designate one of their number to preside.

~~.12 Administrators' Fees. Administrators' fees, if any shall be determined by the members of the Association; provided, administrators designated by the Developer shall never under any circumstances be entitled to administrators' fees.~~

5 Powers and Duties of Board of Administration. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, the Articles, and these By-Laws shall be exercised exclusively by the board of administration, ~~its agents, contractors or employees,~~ subject only to approval by apartment owners when such is specifically required. Such powers and duties of the administrators shall include but shall not be limited to the following, ~~subject, however, to the provisions of the Declaration of Condominium and these By-Laws:~~

.1 Assess. To make and collect assessments against members to defray the costs and expenses of the condominium.

.2 Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

arbitration proceedings as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such arbitration.

of whom shall be elected annually by the board of administration and who may be peremptorily removed by vote of the administrators at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The board of administration shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

.2 President. The President shall be the chief executive officer of the Association. He/she shall have all of the powers and duties which are usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he/she may in his/her discretion determine appropriate, to assist in the conduct of the affairs of the Association. He/she shall serve as chairman of all board and members' meetings. The President shall have a maximum spending authority of up to \$5,000.00. Any amount in excess of \$5,000.00 must be approved by a majority of the Board, either in person or by conference phone. In the case of an emergency (fire, act of God, etc.) And no Board members are available for approval, the President is authorized to spend whatever amount may be needed to effect temporary repairs.

.3 Vice President. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He/she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the administrators.

.4 Secretary. The Secretary shall keep the minutes of all proceedings of the administrators and the members. He/she shall keep the minutes of the meetings of the board and the officers in a book available for inspection by unit owners, or their authorized representatives, and board members at any reasonable time. He/she shall attend to the giving and serving of all notices to the members and administrators and other notices required by law. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Administrators or the President. ~~The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.~~

.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He/she shall keep the books of the Association in accordance with good accounting practices; and he/she shall perform all other duties incident to the office of Treasurer. ~~The duties of the Treasurer may be fulfilled by a manager employed by the Association.~~

.6 Compensation. The compensation of all officers, if any, shall be fixed by the members at their annual meeting. ~~No officer who is a designee of the Developer shall receive any compensation for his services as such.~~

.3 Maintain. To maintain, repair, replace and operate the condominium property.

.4 Insure. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.

.5 Reconstruct. To reconstruct improvements after casualty and further improve the condominium property.

.6 Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the condominium in the manner provided by the Declaration of Condominium.

.7 Approve. To approve or disapprove of the transfer; mortgage and ownership of apartments in the manner provided by the Declaration of Condominium.

.8 Management Contract. To contract for management of the condominium, ~~and to delegate to the contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval of the board of administration or the membership of the Association.~~ All contracts shall be bid and procured in accordance with the applicable Condominium Act provisions and its rules.

.9 Acquire Interests. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities whether or not contiguous to the lands of the condominium intended to provide for the enjoyment, recreation or other use and benefit of the apartment owners and to declare expenses in connection therewith to be common expenses.

.10 Enforce. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws, and the regulations for the use of the property in the condominium. This shall include the right to levy fines for any violations of the above documents and statute stated.

.11 Purchase Apartments. To purchase apartments in this Condominium, subject to the provisions of the Declaration of Condominium.

6 Officers.

.1 Officers and Election. The executive officers of the association shall be a President, who shall be an administrator, a Vice President, who shall be an administrator, a Treasurer, and a Secretary ~~and an Assistant Secretary~~, all

.7 Indemnification of Administrators and Officers. Every administrator and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an administrator or officer of the Association, or any settlement thereof, whether or not he is an administrator or officer at the time such expenses are incurred, except in such cases wherein the administrator or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of administration approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such administrator or officer may be entitled.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

.1 Accounts. The funds and expenditures of the Association shall be credited and charged to separate accounts for each Condominium under the following classifications as shall be appropriate:

(a) Current Expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.

(b) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

.2 Budget. The board of administration shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expense and ~~may provide funds~~ for the foregoing reserves. Notice of the board meeting to adopt the budget shall be given in compliance with F.S. Section 718.112(2)(a):
meeting no later than NOV - 14 Days Notice of Budget meet.

.3 Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually

in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in 12 equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the 1st day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by the board of administration. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the board of administration. ~~Until the first annual assessment shall be determined by the board of administration of the Association, assessments shall be as reflected in the Developer's proposed budget.~~

Assessments not paid when due shall be subject to a Fifteen Dollar (\$15.00) late fee as well as all costs of collection as described in the Declaration.

.4 Depository. The depository of the Association will be such banks and/or savings and loan associations in Florida as shall be designated from time to time by the board of administration and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as authorized by the board. ~~Provided, however, that the provisions of management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.~~

.5 Fidelity Bonds. Fidelity bonds shall be required by the board of administration from all persons handling or responsible for association funds. The amount of such bonds shall be determined by the board. The premiums on such bonds shall be paid by the Association. The requirement for such bonds and the amounts of the bonds shall be in accordance with the Condominium Act and its rules.

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

9. Amendment. The By-Laws may be amended in the manner set forth in the Declaration.

~~10. Management Agreement. Simultaneously with the adoption of these By-Laws and the execution of the Declaration, the Association by and through its original board of administration and officers has entered into an agreement with The Pines of Delray West Association, Inc. entitled "Management Agreement". A signed original copy of said management agreement is attached to the declaration. Amendment or revision of such management agreement shall not require the procedures for an amendment or change to the Declaration or to these By-Laws and~~

disbursements of association moneys.

ii. Personnel, Grounds and equipment. This committee shall oversee the maintenance and preservation of the common elements, including the grounds, equipment and personnel to assure the smooth operation and functioning of the physical elements of the Community, and shall direct the efforts of the manager.

~~iii. Liaison Committee. This committee shall serve as the communication link between the Board and third parties such as the Developer, local municipal authorities, unit mortgagees, and counsel for the Association:~~

~~iv. Unit Owner Relations. This committee should formulate, review and publish house rules and regulations and maintain a two-way communication between the board and the individual members of the Association. It will also receive and review applications for membership and make recommendations thereon to the Board:~~

iii. v. Social Affairs. This committee should plan and carry out social events for the residents of the Community of the Pines of Delray West. It may also publish a newsletter or bulletins covering local events.

.4 Jurisdiction. Within the limits of the Board's own jurisdiction, any committee may be expressly empowered by the Board to fulfill its functions without further review by the Board. Otherwise the action of the committees shall only be advisory.

.5 Reports. Each committee shall keep minutes of their proceedings and shall file a copy with the Secretary of the Association, in accordance with the Condominium Act and its rules. ~~A summary of all committee proceedings shall be presented to the annual meeting. A reasonable time within which to file such minutes and reasonable hours of inspection by interested members may be fixed by the Board of Administration:~~

.6 Notice of Committee Meetings. Notice of Committee meetings shall be in compliance with the Condominium Act provisions and its rules.

.7 Fidelity Bonds. Fidelity bonds shall be obtained on all officers or directors of the Association who control or disburse Association's funds in accordance with the Condominium Act. The amount of such bonds shall be determined by the Directors and shall comply with the minimum requirements of the Condominium Act. The premiums on each bond shall be paid by the Association.

.8 Non-Binding Arbitration. Prior to commencing litigation, unresolved disputes between the board and unit owners as defined in subsection 718.1255(1), Florida Statutes, must be arbitrated in mandatory non-binding

arbitration proceedings as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such arbitration.

.4 Appurtenances to Each Apartment. The owner of each apartment shall own a share and certain interests in the condominium property which are appurtenant to his apartment, which include but are not limited to the following items which are appurtenant to the several apartments, as indicated:

(a) Automobile Parking Space. The right to use for automobile parking only the parking space assigned to the exclusive use of the owner of each apartment. The initial assignment of such space shall be made by the Developer. Subsequent transfers may be made by each apartment owner, or by operation of law, to any other apartment owner in an exchange of spaces or the sale or transfer of an apartment, provided an apartment always has an assigned parking space. Every assignment and transfer of a parking space shall be evidenced by a Certificate issued by the Association, and such certificate shall be transferable only upon the books and records of the Association and not upon the Public Records.

* All motor vehicles must be maintained as to not create an eyesore in the community.

No motor vehicle shall be parked at any time on the grass within the condominium.

Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas and/or streets. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.

The following restrictions also apply:

* (1) No vehicle which is unable to operate on its own power shall remain within the condominium for more than thirty (30) days, providing said vehicle is visually acceptable to the board of administration.

(2) No repair (including changing of oil) of a vehicle shall be made within the condominium except for minor repairs necessary to permit operation of a vehicle;

(3) The owner(s) and permanent occupants of an apartment shall be limited to the parking of two (2) vehicles at any given time within the condominium; one vehicle must be parked in the apartment's assigned space and the other vehicles must park in a guest space. This restriction may be changed from time to time as to a given apartment only if approved by the board of administration upon request of the owner(s)/permanent occupants of the apartment. Furthermore, owner(s) and permanent occupants of an apartment may not park in a guest parking place unless the parking space assigned to the apartment is being used by one of their vehicles.

Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each apartment owner and vehicle owner provides the Association with the necessary consent to effect the tow. In the event that the vehicle owner fails to pay such costs upon demand, the Association shall have the right to levy a charge for the costs against the apartment and owner in question, that is, the apartment owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle (as such the apartment owner is liable for the vehicle violations of his/her family, lessees, guests, visitors, etc.); thereupon, the charge shall be collected as is provided for in this Declaration.

(b) Common Elements. The undivided share in the land, common elements and community facilities which is appurtenant to each apartment, as set forth in Exhibit 2 attached to the original Declarations.

(c) Limited Common Elements. The use of the limited common elements of the apartment building in which the apartment is situate.

(d) Association. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

(e) Community Facilities. A right to use and enjoy the facilities of The Pines of Delray West Community when, as, and if the same are developed according to the Plan described in Section 3, above, subject to the provisions of ~~the~~ this Declaration, the By-Laws, and rules and regulations.

.5 Liability for Common Expenses and Share of Common Surplus.

Each apartment owner shall be liable for a proportionate share of the common expense and shall be entitled to a share of the common surplus, as set forth in Exhibit 2 attached to the original Declarations. The foregoing right to a share of the common surplus does not include the right to withdraw or require payment or distribution of the same.

.6 Liability for Limited Common Expenses and Share of Limited Common Surplus.

Each apartment owner shall be liable for a proportionate share of the limited common expenses and shall be entitled to a share of the limited common surplus of the apartment building in which his apartment is situate, as set forth in Exhibit 2 attached to the original Declarations. The foregoing right to a share of the limited common

surplus does not include the right to withdraw or require payment or distribution of the same.

5 MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

.1 Common Elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

(b) Alteration and Improvement. After the completion of the improvements included in the common elements which are contemplated in this Declaration, there shall be no alteration nor further improvement of common elements without prior approval, in writing, by record owners of 75 per cent of all apartments. The costs of such alteration or improvement shall be a common expense and so assessed.

.2 Limited Common Elements.

(a) By the Association. The maintenance and operation of the limited common elements shall be the responsibility of the Association and a limited common expense to be paid by the owners of such limited common elements.

(b) Alteration and Improvement. After the completion of an apartment building and the limited common elements thereof which are contemplated by ~~the~~ this Declaration, there shall be no alteration or further improvement of the limited common elements without prior approval, in writing, by the record owners of all apartments in the apartment building; provided, however, that any alteration or improvement bearing the approval in writing of record owners of not less than 75 per cent of the apartments in the building, may be done if the owners who do not approve are not assessed the cost thereof as a limited common expense. The share of any cost not so assessed shall be assessed to the owners of other apartments in said building in the proportion which their shares in the limited common elements bear to each other. There shall be no change in the shares or rights of an apartment owner in the limited common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

.3 Apartments.

(a) By Association. The Association shall maintain, repair and replace as a limited common expense of the apartment building containing an apartment:

(1) All portions of an apartment contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of an apartment, floors and ceilings, slabs, loadbearing columns, and loadbearing walls, but shall not include screening, windows, exterior doors, glass, and interior surfaces of walls, ceilings and floors.

(2) All conduits, rough plumbing but not fixtures, wiring and other facilities for the furnishing of utility services which are contained in an apartment but which service all or parts of the building other than the apartment within which contained.

(3) All incidental damage caused to an apartment by such work shall be promptly repaired by the Association.

(b) By the Apartment Owner. The responsibility of the apartment owner shall include:

(1) To maintain, repair and replace at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, and all other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association. If an apartment has use of a porch/patio attached to the apartment, the apartment owner shall be responsible for all costs and expenses to maintain; repair and replace said balcony. If the apartment owner fails to properly maintain, repair or replace the balcony the Association shall have the right to have it repaired or replaced and all costs and expenses incurred by the Association shall be a special individual assessment against the apartment owner and the Association may lien and foreclose to collect said funds.

(2) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building, except as permitted elsewhere in this Declaration.

(3) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

(c) Alteration and Improvement. Subject to the other provisions of 5.3, and which in all cases shall supersede and have priority over the

provisions of this section when in conflict therewith, an apartment owner may make such alteration or improvement to his apartment at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other apartment owners and further provided that an apartment owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior door, windows, structural or loadbearing member, electrical service or plumbing service, without first obtaining approval in writing of owners of all other apartments in such apartment building and the approval of the board of administration of the Association.

.4 Alterations and Improvements - General.

~~Except as elsewhere reserved to the Developer, Neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any thing which would jeopardize the safety or soundness of the apartment building or impair any easement without first obtaining approval in writing of owners of all other apartments in such apartment building and the approval of the board of administration of the Association. A copy of plans for all such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the granting of such approval and the start of the work.~~

.5 Maintenance Standards Committee. The Condominium created by ~~the~~ this Declaration is a part and parcel of The Pines of Delray West Community, a multi-phase project. Each owner of a condominium unit in the Condominium, by virtue of his acceptance of a warranty deed, acknowledges the necessity of maintaining the physical appearance and image of the entire Pines of Delray West Community as a quality residential community. ~~and additionally, that the success of the Developer in developing and selling the remaining portions of the project is closely related to the physical appearance and image of the completed portions:~~

~~Accordingly, there is established a Board known as the "Maintenance Standards Committee" for a period terminating either on January 1, 1985, or on the date that the last unit in The Pines of Delray West Community is sold and conveyed by the Developer, whichever shall first occur. The Committee shall be empowered to adopt and promulgate from time to time minimum standards for maintenance of the physical appearance of the common elements and community facilities, not only of this Condominium but of other lands and improvements in The Pines of Delray West Community. The standards established by the Committee shall relate particularly to exterior building surfaces, and vending machine maintenance. The minimum standard shall be applicable to the common elements of the Condominium and community facilities but not to the interior of apartment units.~~

~~The Committee shall have the right to inspect from time to time the common elements of the Condominium and the community facilities in order to determine whether the maintenance of same meet the minimum standard.~~

~~The membership of the Maintenance Standards Committee shall be designated by the developer and may include building and landscape architects, contractors, subcontractors and other persons that developer may deem sufficiently qualified to render an opinion as to minimum standards of maintenance. The members of the Committee shall serve at no expense to unit owner or their Association.~~

~~If the Maintenance Standards Committee shall find that the common elements of the Condominium or the community facilities are not being maintained in accordance with the minimum standards, it shall issue a report to the Developer particularizing the deficiencies and the Developer shall thereafter submit the report to the Board of Administration of the Condominium Association. Within thirty days of receipt of the report, the Condominium Association shall commence the maintenance work specified in the report and diligently pursue completion of same in an expeditious manner. The cost of all work shall be the responsibility of the Condominium Association and shall be a common expense of the Condominium.~~

~~Each unit owner in the Condominium and the Condominium Association do hereby authorize and vest in the Developer the following power should the Condominium Association fail or refuse to commence and complete the maintenance work required by the report of the Maintenance Standards Committee:~~

~~(a) The Developer may let out for bid the work required by the report of the Maintenance standards Committee, negotiate and accept bids and authorize contractors or subcontractors and the community facilities for the purpose of performing the specified work in which case the Developer shall be acting as the agent for the Condominium Association and the unit owners and the entrance upon the common elements and community facilities of those performing the work shall be a lawful entry and shall not be deemed a trespass. Developer shall have the right to pay the contractors or subcontractors performing the work and the Developer is authorized in its own name to record a lien against the Condominium among the Public Records in the amount of the cost of said work that the Developer has expended, which lien shall be deemed a lien against the common elements and condominium units of the Condominium for which the work was performed, which lien shall remain in effect until such time as it is satisfied of record by the payment to the Developer of the monies expended by it together with interest at the rate of 10% per annum from the date of the expenditure. The recordation of the lien is hereby deemed to constitute constructive notice to third parties of the existence of the lien and all sales, mortgages or other transfers or conveyances subsequent to the recording date shall be subject to the lien rights of the Developer. Each unit owner and the Condominium Association give and grant unto the Developer the power to foreclose its lien in the event that it remain unpaid and agree that the procedures to be utilized in said foreclosure proceeding shall be those set forth in the statutes of the State of Florida relating to the foreclosure of a mechanic's lien and any and all defenses or rights to contest are hereby waived.~~

~~(b) Alternatively, upon receiving the bids of contractors and subcontractors for the maintenance work required to be done by the report of the Maintenance Standards Committee, Developer may elect not to cause said work to be done, and notwithstanding that, to record the lien prescribed above in the amount of the bids of contractors and subcontractors for the work set forth in the Committee report. Upon payment of the lien to the Developer the Developer shall then cause the work to be performed and to pay the contractors and subcontractors performing the work from the proceeds satisfying the lien. Upon payment of the contractors and subcontractors, Developer shall render to the Condominium Association a report setting forth to whom and what amounts the funds were disbursed. The lien herein prescribed shall have the same priority upon recordation and shall be foreclosable in the same manner as that set forth in paragraph (a) of this section.~~

~~The report of the Maintenance Standards Committee shall be conclusive as to the nature of the work required to be done and the bids accepted by Developer shall be conclusive as to the price.~~

~~In addition to the foregoing enumerated powers of the Maintenance Standards Committee as to minimum standards of maintenance, the Committee shall also have the right of prior approval of any repainting of common elements or community facilities as to quality of paint and color selection.~~

6 ASSESSMENTS

The making and collection of assessments against apartment owners for common expenses and limited common expenses shall be pursuant to the By-Laws and subject to the following provisions:

.1 Share of Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, as set forth in Exhibit 2 to the original Declarations, but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the common surplus.

.2 Share of Limited Common Expenses. Each apartment owner shall be liable for a proportionate share of the limited common expenses and shall share in the limited common surplus, as set forth in Exhibit 2 to the original Declarations, but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the limited common surplus.

.3 Weighting of Limited Common Expenses. The expenses of maintenance and operation of limited common elements, other than unusual repairs, need not be allocated to each apartment building on the basis of actual cost as to each apartment building but may, at the discretion of the board of administration of the

Association, be allocated on a weighted basis to each apartment building, such weighting to be in relationship to the number of apartments and extent of limited common elements contained in each building.

.4 Payments. Assessments and installments thereon paid on or before 10 5 days after the day when the same shall be come due, shall not bear interest but all sums not paid on or before 10 5 days when due shall be subject to a late fee initially in the amount of fifteen Dollars (\$15.00), but which fee may be changed by the board of administration from time to time. ~~bear interest at the rate of 10 per cent per annum from the date when due.~~ All payments on account shall be first applied in accordance with the provisions of the Condominium Act (and if no such provisions exists, then to late fees, attorneys fees, interest and then to the assessment payment first due). If any installment of an assessment be not paid on or before 30 days after the same shall be come due, the board of administration may declare the entire assessment as to the delinquent owner then due and payable in full as if so originally assessed.

.5 Lien for Assessments. The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon and late fees against the owner thereof, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time or recording in the Public Records a claim of lien stating the description of the apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Such liens shall be subordinate to the lien of a first mortgage ~~or other liens~~ recorded prior to the date of recording the claim of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the apartment shall be require to pay a reasonable rental for the apartment and the Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses, limited common expenses, or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses, limited common expenses collectible from all of the apartment owners including such acquirer, its successors and assigns.

~~.6 Proviso. Whenever the Developer owns a vacant apartment,~~

~~its share of expenses shall be reduced by such amount which by reason of such vacancy is not actually or necessarily expended.~~

.6 There will also be a charge of Seventy-Five Dollars (\$75.00) to replace any lost, broken, or misplaced clubhouse key.

.7 The board of administration has the right to enact a special assessment for any proper Association purpose.

7 ASSOCIATION

The operation of the condominium shall be by the non-profit corporation, organized pursuant of Section 718.111 Florida Statutes, and Chapter 617, Florida Statutes, named in the Articles of Incorporation, a copy of which is attached as Exhibit 4 of the original Declarations and made a part hereof.

.1 Powers. The Association shall have all of the powers and duties reasonably necessary to operate the condominium, as set forth in ~~the this~~ Declarations, the By-Laws and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all of the powers and duties of an association, as set forth in the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of apartment owners and to declare the expenses of rental, membership fees, operation, replacements, and other undertakings in connection therewith to be common expenses and may make covenants and restrictions concerning the use of the same by apartment owners and such other provisions not inconsistent with the Condominium Act as may be desired; and the power to contract for the management of the condominium and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by ~~the this~~ Declaration or by the By-Laws to have the approval of the board of administration or the membership of the Association.

Acts of the Association. Unless the approval or affirmative vote of the apartment owners is specifically made necessary by some provision of the Condominium Act or these condominium documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its board of administration, without a vote of the owners. The officers and directors of the Association have a fiduciary relationship to the owners. An owner does not have the authority to act for the Association by reason of being an apartment owner.

Purchase of Apartments. The Association has the power to purchase apartments in the condominium and to hold, lease, mortgage, or convey them, such power to be exercised by the board of administration.

.2 By-Laws. The By-Laws of the Association are as set forth in Exhibit 5 to the original Declarations attached hereto and made a part hereof.

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

~~.4 Transfer of Association Control. Unless the Developer has a substantial economic interest to justify retaining control, the transfer of Association control from the Developer to the unit owners shall take place in accordance with the guidelines set forth in the By-Laws.~~

8 INSURANCE

Insurance, other than title insurance, which shall be carried upon the condominium property and the property of the apartment owners, shall be covered by the following provisions:

.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the apartment buildings and their appurtenances, also for the benefit of apartment owners and the mortgagees of apartment owners. ~~In the case of insurance policies covering damage to apartment buildings and their appurtenances, the kind of such policies and the insurance companies issuing the same shall be subject to the approval of the institutional lender holding the greatest dollar amount of first mortgages against apartments in the condominium.~~ Such policies and endorsements thereon shall be deposited with the Insurance Trustee which may be the board of administration. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any apartment owner but the apartment owner may obtain such insurance at his own expense provided such insurance may not be a nature to affect policies purchased by the Association.

.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in

accordance with the Condominium Act in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the board of administration of the Association. Such coverage shall afford protection against:

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability. In such amounts and such coverage as may be required by the board of administration of the Association and with the cross liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmen's Worker's Compensation Policy. To meet the requirements of law.

(d) Other. Such other insurance as the board of administration of the Association shall determine from time to time to be desirable.

.3 Premiums. Premiums for casualty insurance under 8.2(a) and those under 8.2(d) of a property casualty nature, pertinent to apartment buildings shall be limited common expenses. Premiums for all other insurance shall be common expense. Premiums shall be paid by the Association.

.4 Insurance Trustee Share of Proceeds. All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being the board of administration or being an institution having offices in Florida and possessing trust powers as may from time to time be approved by the board of administration of the Association, which trustee is herein referred to as "Insurance Trustee"; ~~provided, however, that the foregoing right of the board of administration to select the Insurance Trustee shall be subject to the approval of the institutional lender holding the greatest dollar amount of first mortgages against apartments in the condominium.~~ The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage

to common elements – an undivided share for each apartment owner of the condominium, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) Limited Common Elements. Proceeds on account of damage to limited common elements – an undivided share for each apartment owner who has a share therein, the share of such proceeds being the same as the undivided share in the limited common expenses and surplus appurtenant to his apartment.

(c) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the building is to be restored – for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the board of administration of the Association.

(2) When the building is not to be restored – for the owners of apartments in such building in undivided shares being the same as their respective shares in the limited common expenses and surplus thereof.

(d) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of an apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as in 9.1 provided.

.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to

the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or by the Association's managing agent as to the names of apartment owners and their respective shares of the distribution.

.6 Association as agents. The Association (by action of its board of administration) is hereby irrevocably appointed agent, with full power of substitution, for each apartment owner and for each owner of any other insured interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payments of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the condominium property as an insured under such insurance policies.

9 RECONSTRUCTION OR REPAIR AFTER CASUALTY

.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be constructed or repaired shall be determined in the following manner:

(a) Common Element. If the damaged improvement is a common element the damaged property shall be reconstructed or repaired unless within 60 days after the casualty 75 percent of the apartment owners and all mortgagees, being institutional lenders holding first mortgages upon apartments, agree in writing that the same shall not be reconstructed or repaired.

(b) Limited Common Elements. If the damaged improvement is a limited common element, the same shall be reconstructed or repaired unless the damages to the apartment building containing such limited common element extend to apartments contained within such building, in which case the provisions relative to reconstruction and repair of the apartment building, as elsewhere herein provided, shall pertain.

(c) Apartment Building.

(1) Partial Distribution. If the damaged improvement is an apartment building and less than 90 per cent of the amount of

insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless 75 per cent of the owners of the apartments contained within such building and all mortgagees, being institutional lenders, holding first mortgages upon apartments contained within such building shall within 60 days after casualty agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction. If the damaged improvement is an apartment building and 90 per cent or more of the amount of casualty insurance applicable to such apartment building is forth coming by reason of such casualty, the apartment building shall not be reconstructed or repaired unless within 60 days after casualty 75 per cent of the owners of the apartments contained within such building and all mortgagees, being institutional lenders holding first mortgages upon apartments contained within such building and all mortgagees, being institutional lenders holding first mortgages upon apartments contained within such building shall within 60 days after casualty agree, in writing, that the same shall be reconstructed or repaired.

(d) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or managing agent to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the board of administration of the Association and if the damaged property is an apartment building, by the owners of all damaged apartments therein, which approvals shall not be unreasonably withheld.

.3 Responsibility. If the damage is only to those parts of apartments for which the responsibility of maintenance and repair is that of apartment owners, then the apartment owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

.5 Assessments for Reconstruction and Repair.

(a) Common Elements. Assessments shall be made against all apartment owners in amounts sufficient to provide funds for the payment of such costs. Such assessments shall be in proportion to each apartment owner's

share in the common elements.

(b) Apartments and Limited Common Elements.

Assessments shall be made against the apartment owners who own the damaged apartments and against the owners of all apartments contained in the apartment building in the case of damage to the limited common elements thereof in sufficient amounts to provide for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to the limited common elements shall be in proportion to each apartment owner's share in the limited common expenses and surplus.

.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners shall be disbursed in payment of such costs in the following manner:

(a) By Whom Held. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in the payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner, shall be paid by the Insurance Trustee to the apartment owner or if there is a mortgage endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association - Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major

damage.

(3) Association – Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of administration of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or the Association's managing agent as to any or all of such matter and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

10 RESTRICTIONS


The following restrictions shall be applicable to and covenants running with the land of the condominium, ~~and may not be amended without the prior written approval of the Developer until January 1, in the year forty full calendar years after the year in which this Declaration is recorded in the Public Records:~~

.1 Residential Use. The lands of the condominium and all

improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the lands other than apartment buildings or other structures intended for residential use and appurtenances thereto,. Each apartment or other residential living unit shall be occupied only by a single family, its servants and guests, as a residence, and for no other purpose whatever. ~~Except as reserved to the Developer,~~ No apartment may be divided or subdivided into a smaller unit or any portion thereof sold or otherwise transferred without first amending this Declaration in accordance with the provisions of Article 14 to show the changes in the apartment or residential living unit to be affected thereby.

.2 Children. No persons who have not yet attained twelve (12) years of age shall be permitted to reside upon the lands except that children under such age may be permitted to visit and temporarily reside thereon provided that such temporary residence shall not exceed thirty (30) days in any one calendar year or thirty (30) days within any consecutive twelve (12) month period, whichever may provide the least permissible residence. Inasmuch as the Pines of Delray West One, the Pines of Delray West Two, and the Pines of Delray West Three is a community are communities designed and intended as an adult community, to provide housing primarily for residents who are fifty-five (55) years of age or older, at least one person over the age of fifty-five (55) years must be a permanent occupant of each dwelling unit, while any person occupies said dwelling unit. Persons under the age of fifty-five (55) years and more than twelve (12) years of age may occupy and reside in a dwelling unit as long as at least one of the permanent occupants is over the age of fifty-five (55) years. It is hereby declared by this community that the community desires and intends to provide housing for older persons, as defined in the Federal Fair Housing Act and its Administrative Rules. It is more specifically the desire and intention of this community to meet the exemption for housing for older persons as is provided for in Exemption Three (55 or older housing). In this endeavor, the following occupancy restrictions and procedures shall govern. Furthermore, in addition to these amendments, the Association shall do whatever is required by the Federal Fair Housing Act and Administrative Rules to demonstrate an intent to provide housing for persons 55 years of age or older.

OCCUPANCY BY OLDER PERSONS - 55 OR OVER HOUSING

 Except for persons who are grandfathered in as provided for in this Section, and except for persons referred to in this Section below, no apartment shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the apartment who has attained the age of 55 years. This occupancy requirement, if met, shall not be construed to permit occupancy by persons of an age otherwise prohibited by Section 10 of this Declaration.

Exception: Future Occupancies. The following future occupancies shall be permitted even though the person(s) has/have not attained the age of 55 Years:

(a) Occupancy by a surviving spouse, or occupancy by the former spouse in case of a divorce, provided they were living in the apartment together prior to the divorce. Also permitted is a surviving non-spouse companion, provided that the surviving companion resided with the deceased at the time of the deceased's death.

(b) Occupancy by any person who obtains ownership of an apartment by devise or inheritance.

Every owner and lessee shall be deemed to have a contract with the Association to ensure that the occupancy requirement in this Section is met at all times. Even though this occupancy requirement is a contract between the Association and the owner or lessee, as applicable, this Section shall be deemed to be a covenant running with the land. Furthermore, the owner shall be responsible to ensure that his/her lessee(s) comply with this occupancy requirement.

Any transfer approved by the Association under this Declaration shall be conditioned upon this occupancy requirement being met at all times; in the event that this occupancy requirement is not met, the approval shall be deemed automatically revoked. The Association has the right to require any reasonable proof of age of an occupant.

.3 Pets. No animals, reptiles, amphibians or other pets of any natures and description (except tropical fish and birds - providing they create no nuisance) shall be raised, bred or kept in any apartment or other element of the Condominium, except with the written approval of the Association.

.4 Nuisances. No nuisances shall be allowed upon the condominium property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse nor garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements or limited common elements which will increase the rate of insurance upon any part of the condominium property.

.5 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of government bodies which shall require maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements, limited common elements or apartments. ~~The right is reserve to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied apartments it may from time to time own. The same The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the owner of an apartment and to the Association as to any apartment which it may own.~~

.7 Exterior Appearance. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any apartment, limited common element or common element. The common elements and limited common elements shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by apartment owner or lessees of any chairs, tables, benches or other articles upon any common element or limited common element. Nothing shall be hung or displayed on the outside walls of an apartment building and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning devise, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association.

~~.8 Garbage Disposal. There shall not be attached to any plumbing, any garbage or trash grinders, emulsifiers or disposal equipment or appliances, nor shall plumbing be used for the disposal of garbage or trash, except with the consent of the utility company furnishing sewage disposal facilities.~~

.9 Leasing. After approval of the Rental Application by the Association elsewhere required, the entire apartment may be rented provided the occupancy is only by one lessee and members of his immediate family at least 18 years of age, his servants and guests, and the term of the lease is not less than 4 months. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section 10 or any of his other duties as an apartment owner. The owner shall also pay, prior to any approval, to the Association, a security deposit in the amount of one (1) month's rent, which security deposit shall be held for the purpose of paying for any damages to the condominium or Association property caused by the tenant, their family, their guests, or invitees. The security deposit shall be handled in accordance with applicable Condominium Act provisions.

.10 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the board of administration of the Association. Such regulations, or any one or more of them, may be revoked by a majority of the unit owners at any time.

~~.11 Proviso. Provided, however, that until the Developer has completed and sold all of the apartments of the condominium, neither the apartment owners nor the Association nor their use of the condominium shall interfere with the~~

~~completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units, the common areas and limited common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office for the showing of the property and the display of signs.~~

.11 Keys to apartments. The Association shall retain a key to all apartments. No apartment owner shall alter any lock, nor install a new lock, to prevent access when the apartment is unoccupied, unless the owner provides the Association with a key.

.12 Guest Use Restrictions.

(a) Occupancy in Presence of Owners/Lessee. A guest may visit when the owner or lessee (as applicable) is present in the apartment, if not visiting overnight, without restriction as to the number of days for visitation. A guest may visit overnight when the owner or lessee (as applicable) is present in the apartment, but a lessee or an owner shall not be permitted to have guests stay overnight for more than thirty (30) days in any twelve (12) month period. Such visitation days shall not be cumulative from period to period.

(b) Occupancy in Absence of the Owner/Lessee – Overnight Visitation.

(1) Lessee(s) shall be prohibited from entertaining guest(s) who visit(s) overnight, when the Lessee(s) is/are not present in the apartment.

(2) Owner(s) shall be permitted to entertain guests who visit overnight, when the owner(s) is/are not present in the apartment, subject to the following limitations: Each day that any guest which falls into this category visits shall be considered a "guest day". Owner(s) of an apartment shall be limited to thirty (30) guest days per twelve (12) month period for such guest visits, regardless of the number of such guests which so visit. Each day as well as part of a day shall be counted in the aforesaid computation. Such guests must register with the Association prior to or upon arrival at the condominium. The board of administration shall be empowered to adopt a form for use in connection with the registration of such guests, which form the guests must sign. The form shall include an acknowledgment: As to the relationship with the host; that the guest has received a copy of the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations of the Association and agrees to abide by them; and such other reasonable information determined by the board of administration from time to time. Such a guest shall not be entitled to visit unless he or she registers with the Association as required in this Section. Exception: A guest related to the owner by blood, marriage or adoption need not register with the Association as provided above.

(c) Any guest visit not authorized pursuant to the terms of this Section shall be deemed improper, entitling the Association to bar access of the guest to the apartment and recreational facilities and/or shall entitle the Association to obtain an injunction order removing the guest and his or her personal belongings from the Condominium.

(d) Definition. The Following definition shall apply as used in this Section: An Owner or lessee is "not present in the apartment" when the owner or lessee (as applicable) does not stay overnight in the apartment with the guest.

.13 No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any apartment except those required for normal household use.

.14 Each apartment owner who plans to be absent from his apartment during the hurricane season must prepare his apartment prior to his departure by (1) removing all furniture, plants and other objects from his terrace or porch prior to his departure; and (2) designating a responsible firm or individual to care for his apartment, should the apartment suffer hurricane damage, and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the board of administration for clearance to install or remove hurricane shutters.

11 MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents and thus protect the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer of apartments by any owner ~~other than the Developer~~ shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe.

.1 Transfers Subject to Approval.

(a) Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association.

→ (b) Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association.

(c) Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any apartment owner shall

acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

.2 Approval by Association. The approval of the Association which is required for the transfer or ownership of apartments shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

(3) Gift; Devise or Inheritance; Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the seller and shall be recorded in the Public

Records.

(2) Lease. If the proposed transaction is a lease, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in non-recordable form and shall be delivered to the lessor.

(3) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

.3 Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within 60 days after receipt of such notice and information the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person approved by the Association, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value 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 apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) If the purchaser shall elect to purchase at the price stated in the agreement, the purchase price shall be paid in the manner and subject to the conditions of such agreement; if the purchaser shall elect to purchase at the fair market value determined by arbitration, the purchase price shall be paid in cash.

(3) The sale shall be closed within 30 days after the delivery or mailing of said agreement to purchase, or within 30 days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) If the Association shall fail to purchase or provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(b) Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 60 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person who will purchase and to whom the apartment owner must sell the apartment upon the following terms.

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 60 days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it 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 apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within 30 days following the determination of the sale price.

(4) If the Association shall fail to purchase or provide a purchaser as herein required, or if a purchaser furnished by the Association

shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

.4 Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to an institutional lender, ~~or the Developer.~~ The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an institutional lender which acquired its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or saving and loan association which so acquires its title, ~~nor shall such provisions apply to a transfer to or a purchase by the Developer or a transfer, sale or lease by the Developer, nor shall such provisions required the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.~~

.6 Separation of Interests. A sale of an apartment shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A lease of an apartment shall include the parking space appurtenant to it and no parking space maybe leased separate from the apartment to which it is appurtenant. A lease of an apartment need not include the rights appurtenant to it to use the community facilities, provided that such rights not so leased must be retained by the lessor and not separately leased or assigned.

.7 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of ~~the~~ this Declaration shall be void unless subsequently approved by the Association.

.8 Notice of Lien or Suit.

(a) Notice of Lien. An apartment owner shall give notice, in writing, to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within 5 days after the attaching of the lien.

(b) Notice of suit. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within 5 days after the apartment owner receives knowledge thereof.

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

12 PURCHASE OF APARTMENTS BY ASSOCIATION

The Association shall have the power to purchase apartments, subject to the following provisions:

.1 Decision. The decision of the Association to purchase an apartment shall be made by its administrators, without approval of its membership except as elsewhere provided in this section.

.2 Limitation. If at any one time the Association be the owner or agreed purchaser of 5 or more apartments, it may not purchase any additional apartments without the prior written approval of 75 per cent of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

~~.3 Rights of Developer. Notwithstanding anything herein to the contrary, until the expiration of five full calendar years after the year in which this Declaration is recorded or the earlier completion and sale of all apartments in The Pines of Delray West Community, in each case where the Association shall have the right to purchase an apartment or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such apartments for itself upon the same terms and conditions available to the Association.~~

13 COMPLIANCE AND DEFAULT

Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws, Articles, and the rules and regulations adopted pursuant thereto and said documents and rules and regulations as they may be amended from time to time and, with regard to the use of the community facilities. Failure of the apartment owner to comply therewith shall entitle the Association or other apartment owner to the following relief in addition to other remedies provided in the this Declaration and the Condominium Act:

.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, ~~but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.~~ Such liability shall include any increase in fire insurance rates occasioned by use, mis-use, occupancy or abandonment of an apartment or its appurtenances, or of the common elements or of the limited common elements.

.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of Declaration, By-Laws, Articles, and rules and regulations adopted pursuant thereto, and said documents and rules and regulations as they 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 as may be awarded by the court, ~~provided no attorneys' fees may be recovered against the Association in any such action.~~ Additionally, if the Association hires an attorney to enforce any provision of the condominium documents or the Condominium Act, the apartment owner violating the document provisions or the Condominium Act, shall be responsible to reimburse said fees and costs to the Association (regardless of whether any litigation or other legal proceeding was commenced).

.3 No Waiver of Rights. The failure of the ~~Developer~~, or the Association, or any apartment owner to enforce any covenant, restriction or other provisions of the Condominium Act, the Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14 AMENDMENTS

Subject to the other provisions of the Declaration relative to amendment, ~~the~~ this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

.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 considered. (Or the subject matter shall be described in a written consent form if the amendment(s) is/are to be approved without a meeting of the members.)

.2 Resolution. An amendment may be proposed by either the board of administration or by 50 75 per cent plus one of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the board of administration and 50 75 per cent plus one of

the members of the Association. Administrators and members not present at the meetings considering the amendment may express their approval, in writing, given before such meeting.

.3 Agreement. In the alternative, an amendment may be made by written consent approved by at least a 50 per cent plus one of the members of the Association, and a majority of the board of administration. ~~by an agreement signed and acknowledged by all of the members of the Association in the manner required for the execution of a deed, and~~ Such amendment shall be effective when recorded in the Public Records.

.4 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartment unless the apartment owners so affected and such of their first mortgagees which are institutional lenders shall consent; and no amendment shall change any apartment nor share in the common elements and other of its appurtenances nor increase the owner's share of the limited common expenses or common expenses unless the owner of the apartment concerned and all of such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any changes in Sections 8 or 9 unless the record owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment, ~~; nor shall any amendment of this declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.~~

.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records.

15 TERMINATION

The condominium may be terminated in the following manner:

.1 By Statute. As provided by the Condominium Act.

.2 Destruction. In the event it is determined in the manner elsewhere provided that the apartment buildings shall not be reconstructed after casualty, the condominium plan of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association executed by the president and the secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded

in the Public Records.

.3 By Agreement.

(a) Unanimous Agreement. The condominium may be terminated at any time by the unanimous agreement, in writing, of all of the members and by all record owners of mortgages owned by institutional lenders. Such agreement shall be evidenced by a certificate of the Association executed by the president and secretary certifying as to the unanimous agreement to terminate, which certificate shall become effective upon being recorded in the Public Records.

(b) Less Than Unanimous Agreement. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and less than all but at least 75% of the members, with the consent of their respective mortgagees, within 60 days of such meeting, agree to terminate, then the Association and the approving members shall have an option to buy all of the apartments of the other members for a period ending on the 120th day from the date of such meeting. Such option shall be exercised upon the following terms:

(1) Exercise of Option. The option shall be exercised by delivery or mailing by certified or registered mail to each of the record owners of the apartments to be purchased of an agreement to purchase signed by the Association and/or record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by the Association and/or each participating owner and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(2) Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and the purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it 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; and a judgment of a specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

(3) Payment. The purchase price shall be paid in cash.

(4) Closing. The sale shall be closed within 30 days following the determination of the sale price, or within 15 days after seller furnishes the purchaser an abstract of title reflecting a good and insurable or

marketable title, whichever is later.

.4 General Provisions. Upon termination of the condominium the mortgagee and lienor of an apartment owner who shall thereby become a tenant in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the condominium shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records.

.5 Amendment. This section 15 may only be amended in accordance with the provisions of 14.3 and 14.4.

16 RESERVATION OF EXCLUSIVE RIGHT TO INSTALL, PROVIDE AND MAINTAIN COMMUNITY ANTENNA TELEVISION (CATV)

The board of administration shall have the right to enter into a bulk cable television agreement (or similar type of agreement for providing television reception to the apartments) and all costs and expenses thereto shall be common expenses of the condominiums charged equally.

~~Developer anticipates that Community Antenna televisions may be made available to residents of Palm Beach County, Florida by the appropriate governmental authorities. The Condominium Association and each unit owner in this Condominium do hereby give and grant unto the Developer and Developer does hereby reserve unto itself for a twenty (20) year term commencing with the date hereof the exclusive right and privilege to install, provide and maintain Community antenna Televisions hookup equipment in those condominium units desiring CATV service. Developer further reserves such easements over, under and across the condominium property and community facilities for cables and other equipment as may be reasonable necessary to provide CATV service to the condominium units. Developer shall have the unrestricted right to assign, transfer and convey the exclusive right, privilege and easements herein reserved. The Condominium Association and each unit owner in this Condominium shall be prohibited from entering into any contract or agreement to provide CATV service with any party other than Developer or its assigns.~~

17 MISCELLANEOUS PROVISIONS

.1 All provisions of the this Declaration and Exhibits attached thereto, and amendments thereof, shall be construed as covenants running with the land, and of every part thereof and therein, including, but not limited to, every unit and the appurtenances thereto, and every unit owner and claimant of the property, or

any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed thereto and any Amendments thereof.

.2 The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provisions of this Declaration, the By-Laws, the Articles, the rules and regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portions thereof.

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

~~.4 Provisions Pertaining to Developer. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. Equipment, material and construction warranties are as supplied by the suppliers and the Contractor. The estimates of common expenses are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon. The Developer has constructed the building and improvements substantially in accordance with the plans and specifications on file in the Building and Zoning Department of the applicable governmental authority, and as the same have been modified, and this is the full extent of the Developer's liability and responsibility:~~

~~_____ The Developer shall not be responsible for conditions resulting from condensation on or expansion or contraction of materials, paint over walls, both interior and exterior, loss or injury caused in any way by the elements, the water tightness of windows and doors, defects which are the result of characteristics common to the materials used, and damage due to ordinary wear and tear or abusive use, collection of water within the building or on any portion of the Condominium property and improvements thereon nor anything of any type or nature except such items as are specifically delineated and agreed to in writing between the Developer and the individual unit owner, and it shall be understood and agreed that the Developer shall bear no responsibility in any way as to the matters provided in this paragraph to the condominium Association. Guaranties have been obtained from all sub-contractors, such as the plumber, electrical air conditioning and roofer, and warranties have been obtained from the manufacturers and subcontractors, and it shall be the obligation of the Condominium association and its members to enforce such guaranties. The Condominium unit owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium unit, and other parties, by virtue of their occupancy of units, hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto:~~

.5 The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, and easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer; ~~for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required.~~ The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members. This condominium is part and parcel of The Pines of Delray West Condo - a multi-phase Condominium project and, accordingly, easements and/or rights of way established by the Developer or the Association for pedestrian or vehicular traffic shall be for the use of all Unit owners in these ~~this~~ condominiums, as well as the Developer and Management Firm as are reasonably required for ingress and egress from the remaining portions of The Pines of Delray West Community.

.6 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- (a) The Condominium Act.
- (b) Other Florida Statutes which apply.
- (c) The Declaration.
- (d) The Articles of Incorporation
- (e) The By-Laws
- (f) The Rules and Regulations promulgated by the board of administration.

IN WITNESS WHEREOF, the Developer has executed this the original Declaration this 20th day of March, 1978.

may be accomplished by expression thereof executed by the board of administration of the Association and the Manager with the formality required for deed and duly filed among the Public Records. Each apartment owner, his heirs, successors and assigns, shall be bound by said management agreement to the same extent and effect as if he had executed said management agreement for the purposes herein expressed including but not limited to: (a) adopting, ratifying, confirming, and consenting to the execution of said management agreement by the Association; (b) Conveying and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners in the cases provided therefor in said management agreement; (c) ratifying, confirming and approving each and every provision of said management agreement and acknowledging that all of the terms and provisions thereof including the manager's fee, are reasonable; and (d) Agreeing that the persons acting as administrators and officers of the Association entering into such agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all of the persons comprising the original board of administration and the officers of the Association are owners of some or all of the stock of The Pines of Delray West Association, Inc. and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association nor as possible grounds to invalidate the management agreement in whole or in part. The management agreement, each and every provision thereof and the acts of the board of administration and officers of the Association entering into such agreement be and the same are hereby ratified, confirmed, approved, and adopted.

11. Standing Committee.

.1 Membership. Each standing committee shall include at least one member of the Board of Administration and at least one unit owner who is not an administrator. In addition, the immediate past president of the Association shall be an ex-officio member of each standing committee. Each such committee shall have as many members as the Board may determine are required to fulfill the committee's functions. Subject to the foregoing, the President shall appoint all committee members. The Board, by majority vote, may remove members for cause; and unanimously without cause.

.2 Term. Every member of a standing committee shall serve until removed by the board as stated above. the installation of a newly elected President.

.3 Committees and their respective functions.

i. Fiscal Affairs. This committee shall have responsibility for preparation of the annual budget, establishment of adequate reserves, and periodic review of the insurance program. It shall also oversee collection and disbursement of assessments and expenses, and other receipts and