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**CERTIFICATE OF AMENDMENT AND RESTATEMENT TO THE ARTICLES OF
INCORPORATION, BYLAWS AND DECLARATION OF CONDOMINIUMS OF
PINES OF DELRAY CONDOMINIUM COMMUNITY**

WHEREAS, the Declarations of the Condominiums, the By-Laws and Articles of Incorporation of the Association of the Pines of Delray Condominium Community have been duly recorded in the Public Records of Palm Beach County, Florida as specifically set forth below and as attached hereto as **Exhibit A**; and

WHEREAS, each Condominium's unit owners have voted by the requisite number to Amend and Restate the Declarations for all Condominiums as set forth below, as well as amend and Restate the By-Laws and Articles of Incorporation;

NOW, THEREFORE, the undersigned hereby certify that the following restatement of the Declaration of Condominiums and Restrictions and Articles of Incorporation is a true and corrected copy of the amendment as amended by the members:

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUMS
OF
PINES OF DELRAY CONDOMINIUM COMMUNITY**

RECITALS:

WHEREAS, by and through various Declarations of Condominium originally recorded as more specifically set forth below, with all of same as subsequently amended from time to time being incorporated herein, except to the extent specifically overridden by this document, the Condominium Developer did submit to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, that property situated in Palm Beach County, Florida, more particularly described in the Declarations originally recorded as follows:

Pines of Delray Condominium #1	2309/209
Pines of Delray Condominium #2	2394/860
Pines of Delray Condominium #3	2444/1703
Pines of Delray Condominium #4	2480/1861
Pines of Delray Condominium #5	2519/15
Pines of Delray Condominium #6	2572/7
Pines of Delray Condominium #7	2598/963
Pines of Delray Condominium #8	2636/85
Pines of Delray Condominium #9	2657/1815

Pines of Delray Condominium #10	2709/255
Pines of Delray Condominium #11	2741/1556
Pines of Delray Condominium #12	2800/346
Pines of Delray Condominium #13	3052/1939

The Declarations as originally recorded are attached hereto as Composite Exhibit A.

WHEREAS, at a properly noticed meeting the requisite number of Association members of all of the above mentioned Condominiums, voted that this Declaration governing all Condominium Communities would only be passed as to any one condominium if it passed the requisite vote of all governing Condominiums,

WHEREAS, as of the the date of recordation, this Declaration governs all of the above mentioned Condominiums as the requisite vote was obtained in each condominium to pass the Declaration and so now it governs each and every condominium listed above;

WHEREAS, any and all amendments to the original Declarations of the Condominiums listed above and or any other Documents recorded with regard to *any* Condominiums Listed above are herein reaffirmed to be valid and now deemed to apply to all Condominiums as applicable; and *only* to the extent they conflict with this Document shall be deemed superseded by this document and *only* to the extent they conflict among themselves; the later recorded document shall govern as to all condominiums;

WHEREAS, the submission of the lands to the condominium form of ownership by the above cited Declarations was and will remain effective. Moreover, by adoption of this Amended and Restated Declaration of Condominiums, the Association members hereby adopt certain amendments to the Declaration of Condominium and hereby restate the Declarations of Condominium and their original Exhibits in their entirety, except as specifically changed by this document and as modified by the above paragraph. By adoption of this Amended and Restated Declaration of Condominiums, which shall govern all the Condominiums, the members of the Association ratify governance of the property described above under the condominium form of ownership and the provisions of the Condominium Act as all of same may be amended from time to time.

All of the above paragraphs, although set apart above as recital, are to be considered incorporated into this Declaration in full as if contained in the numbered provisions below. Such paragraphs were also voted on by the members along with every other provision herein and are integrated into this Amended and Restated Declaration.

1. DEFINITIONS. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

1.1 “Act” or “Condominium Act” means the Condominium Act (Chapter 718, Florida Statutes), as it now exists or as it may be amended or renumbered from time to time, including the definitions therein contained.

1.2 “Articles” means Articles of Incorporation as attached hereto as Exhibit “B.”

1.3 “**Assessment**” means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Unit.

1.4 “**Association**” means Pines of Delray Association Inc., a Florida Corporation Not For Profit, the entity responsible for the operation of the Condominiums.

1.5 “**Association Property**” means all real property owned by the Association for the use and benefit of the Unit Owners.

1.6 “**Board of Directors**” or “**Board**” or “**Directors**” means the representative body which is responsible for the administration of the Association’s affairs, and which is the same body that is sometimes referred to in the Condominium Act as the “Board of Administration.”

1.7 “**Building**” or “**Buildings**” means the structures in which the Units are located.

1.8 “**Bylaws**” mean the Bylaws of the Association as attached hereto as Exhibit “C.”

1.9 “**Charge**” means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a Unit Owner, other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

1.10 “**Common Elements**” mean and include:

1.10.1 The portions of the Condominium Property not included within the Units.

1.10.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements. Conduits ducts, plumbing wiring and other facilities for furnishing of utility services to only one Unit that are in the easement area or within the interior of the Unit but serve primarily only one Unit shall be deemed Limited Common Elements and the responsibility of the Unit Owner.

1.10.3 An easement of support in every portion of a Unit which contributes to the support of the Building, including but not limited to all load bearing interior walls within the Units.

1.10.4 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

1.10.5 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

1.11 “**Common Expenses**” means those expenses for which Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Elements and such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Common Expenses include, but are not limited to, such items as cost of premiums for hazard and public liability insurance, repairs, replacements and expenses of upkeep, lawn service, utility bills that are not separately metered to individual Units, pool service, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves,

all as may be required in the maintenance and management of this Condominium. The expenses of bulk cable or master antenna television are specifically considered a Common Expense, if so designated by the Board, but only if so designated by the Board. Common expenses also include reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house communications, and security services, which are reasonably related to the general benefit of the unit owners even if such expenses do not attach to the common elements or property of the condominium, but only if such expenses are so designated by the Board. Similarly, if so designated by the Board, the cost of communications services as defined in chapter 202, information services, or Internet services obtained pursuant to a bulk contract is a common expense. Without limitation, Common Expenses shall also include food or drink or any entertainment at any meeting or gathering that is open to all members of the Association, so long as such amount does not exceed Three Thousand (\$3,000.00) in any calendar year. Common Expenses also include the expenses of any items or services required by any federal, state, or local governmental entity to be installed, or supplied to the Condominium Property by the Association, including, but not limited to, fire safety equipment or water and sewer service for a master meter that services the Condominium.

1.12 “Common Surplus” means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses.

1.13 “Condominium Documents” means the original Declarations; the Surveyor’s Plat, copies of which are attached hereto as Composite Exhibit “A”; this Amended and Restated Declaration of Condominiums, Articles of Incorporation attached as Exhibit “B”; Bylaws attached hereto as Exhibit “C”; and the Association’s Rules and Regulations. The Rules and Regulations are not attached hereto because they are adopted by the Board from time to time and are not required to be recorded in the County Public Records in order to be valid. Consult the Association Property Manager, or in the absence of a Property manager, the Association’s president for the latest copy of the Rules and Regulations.

1.14 “Condominium Parcel” means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit and when the context permits, the term includes all of the appurtenances to the Unit.

1.15 “Condominium Property” means the land and property interests subjected to condominium ownership under the Declarations, all improvements on the land as depicted in the Surveyor’s Plat(s), or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property.

1.16 “County” means the County of Palm Beach, State of Florida.

1.17 “Declaration” or “Declaration of Condominiums” means this instrument, and all documents it incorporates, and as it may be amended from time to time.

1.18 “Domestic Partners” means two adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other’s well-

being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage if such partners were of the opposite sex, are of the age of legal majority, are jointly responsible for each other's common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered as married individuals for the purpose of the Declaration.

1.19 "Family" or "Single Family" shall refer to any one of the following:

1.19.1 One natural person, his spouse or Domestic Partner, if any, and their children, if any. As the Community is Housing For Older Persons, any "children" must be over the age of eighteen and residing with at least one adult over the age of Fifty Five.

1.19.2 Not more than two natural persons not meeting the requirement of 1.18. above, but who customarily reside together as a single housekeeping Unit, and the children of said parties, if any. As the Community is Housing For Older Persons, any "children" must be over the age of eighteen and residing with at least one adult over the age of Fifty Five.

1.19.3 The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. As set forth hereinbelow, corporate ownership is prohibited. "Family" member is a person who resides in a Unit as part of the Owner's Family, but is not a title holder.

1.20 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms.

1.21 "Fractional Ownership" or "Unit Sharing" means any arrangement (whether written or verbal) whereby multiple individuals, artificial entities, or other combinations acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating use rights among legal or beneficial owners, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Unit.

1.22 "Guest" means any person who is not the Unit Owner or a Tenant or a member of the Owner's or Tenant's Family, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.23 "Insurable Improvements" shall mean the "Buildings" as defined in Article 1.7 of this Declaration, less upgrades or additions by Unit Owners (or their predecessors in title) and those portions of the Condominium Property required by the Act to be insured by the Association.

1.24 "Invitee" a person or persons allowed entry for the purpose of conducting business with a Unit's occupant, or otherwise entering the Condominium Property on a temporary basis at the express or implied consent of the Unit Owner.

1.25 "Lease," when used in the context of the renting of Units, means the grant by a Unit Owner of a right of use of the Owner's Unit for any consideration whatsoever.

1.26 "Limited Common Elements" shall include property which is reserved for the use of a certain Unit to the exclusion of other Units as reflected on the condominium plat or in this Declaration. Unless the context requires otherwise, all references in this Declaration to Common Elements shall include Limited Common Elements. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the area shall be a Limited Common Element. Limited Common elements include assigned parking spaces, or other designated area, space, easement or facility whether open, screened, enclosed or fenced which are intended for the use of a specific unit.

1.27 "Limited Common Expense" means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after casualty of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by Section 718.113(1) of the Act.

1.28 "Member" means the record Owner(s) of legal title to a Unit.

1.29 "Occupant" when used in connection with a Unit, means a person who is physically present in a Unit on two or more consecutive days, including staying overnight for one night.

1.30 "Primary Occupant" means a natural person designated for occupancy of a Unit.

1.31 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association, or in any way related to the Condominium Property subject only to any specific limits set forth in the Declaration of Condominium.

1.32 "Tenant" or "Lessee" means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves any consideration whatsoever such as, but not limited to: the payment of money, the exchange of goods and services, etc. The term "Tenant" shall be used interchangeable with "Lessee".

1.33 "Unit" means a part of the Condominium Property subject to exclusive ownership.

1.34 "Unit Owner" or "Owner" means the record Owner of a Condominium Parcel.

1.35 "Utility Services" as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

1.36 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in the Association matters unless the Voting Interest is suspended for reasons described elsewhere in the Condominium Documents.

2. **STATEMENT OF CONDOMINIUM DECLARATION.** The person(s) who submitted the property described herein and attached as exhibit A hereto submitted the condominiums to condominium ownership in accordance with Florida Statutes.

3. **CONDOMINIUM NAME.** The name by which this condominium community is identified is "Pines of Delray"

4. **UNIT IDENTIFICATION.** The identification of each Unit shall be by number and shall be as indicated on the Surveyor's Plat for each condominium, contained in the original Declarations, attached as Exhibit "A."

5. **SURVEY AND GRAPHIC DESCRIPTION.** A survey of the land submitted herewith to condominium ownership and a plat thereof describing each Unit, Common Elements and their relative location and the approximate dimensions of each Unit are as shown on the surveyor's plat which is contained in the original Declarations, attached as Exhibit "A."

6. **VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS.** The voting rights of the Owner of each Unit shall be one vote per unit in the Association subject to the Board's right to suspend an owner's right to vote. The sharing of Common Expenses and Common Surplus shall be on an equal fractional basis with each unit paying 1/684 of such expense.

7. **COMMON ELEMENTS; EASEMENTS.**

7.1 **Definition.** The term "Common Elements" means all of the property submitted to condominium ownership that is not within the Unit boundaries set forth in Section 8 below.

7.2 **Easements.** Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium, unless released in connection with termination of the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easements.

7.2.1 **Utility and Other Easements.** The Association, through the Board of Directors, has the power, without joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other access, utility or service easements, or relocate any existing easements, in any portion of the Condominium Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association, through the Board of Directors, may also transfer title to utility-related equipment, facilities or material, and may take any other action to satisfy the requirements of any utility company or governmental agency.

7.2.2 **Encroachments.** If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any Common Element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

7.2.3 Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and Occupant, their respective Guests, Tenants, and Invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portion of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership on the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately hypothecated. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

8. CONDOMINIUM UNITS AND APPURTENANCES. Condominium Units are those cubicles of space, and all improvements constructed therein identified and described in the Surveyor's Plat of the Condominiums, Exhibit "A." The horizontal and vertical boundaries of the Condominium Units shall be as follows:

8.1 Horizontal Boundaries: The upper and lower boundaries of the Units shall be:

8.1.1 Upper Boundary – The underside of the finished undecorated ceiling of the Unit, extended to meet the vertical boundaries.

8.1.2 Lower Boundary – The upperside of the finished undecorated surface of the floor of the Unit, extended to meet the vertical boundaries.

8.2 Vertical Boundaries: The vertical boundaries of the Unit shall be:

8.2.1 Exterior Boundaries - The exterior of the outside walls of the apartment buildings.

8.2.2 Between Units – The plane formed by the center line of the wall between the Units.

8.2.3 Between Units and Corridors or Between Units and Other Common Areas – The plane formed by the exterior of the Unit perimeter wall between the Unit and said corridors or common areas.

8.3 Exclusive Use. Each Unit Owner shall have the exclusive use of his Unit.

8.4 Appurtenances. The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto whether or not separately described, all of the rights, title and interest including but not limited to:

8.4.1 Common Elements. An undivided share of the Common Elements of the particular Condominium the unit is included in.

8.4.2 Easements. For the benefit of the Unit.

8.4.3 Association Membership and interest in funds and assets held by the Association.

8.4.4 Limited Common Elements. The right to exclusive use of the Limited Common Element designated by this Declaration.

8.5 Easement to Air Space. The appurtenances shall include an exclusive easement for the use of the air occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time.

8.6 Cross Easements. The appurtenances shall include the following easements from each Unit Owner to each other Unit Owner and the Association:

8.6.1 Ingress and Egress. Easements through the Common Elements for ingress and egress.

8.6.2 Maintenance, Repair and Replacement. Easements through, over and beneath the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Such access to the Units shall be only during reasonable hours except that access may be had at any time in case of emergency.

8.6.3 Support. Every portion of a Unit contributing to the support of the Unit Building shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the Building.

8.6.4 Utilities. Easements over, through, above and beneath the Units and other portions of the Condominium Property for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to the Units and the Common Elements; provided, however, that such easements through a Unit shall be only according to the plans and specifications for the Unit Building or as the Building is constructed unless approved in writing by the Unit Owner.

9. MAINTENANCE, ALTERATION AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

9.1 Association Maintenance. The maintenance, repair and replacement of all Common Elements (except those Limited Common Elements for which this Declaration delegates responsibility to the Unit Owner) and Association Property shall be performed by the Association, and the cost is a Common Expense, except as may otherwise be specifically noted with respect to Limited Common Elements. In addition, and without limitation, so long as the Board votes to accept such maintenance at a duly noticed meeting, the Association may also maintain any other portion of the Condominium Property that the Board votes to repair or maintain as a Common Expense, either due to economies of scale or the impracticality of separating out a particular area during a larger construction project. Such vote will have been deemed to have taken place if an expense is included in a special assessment or the annual budget.

9.1.1 General Exterior Maintenance. The Association's maintenance, repair and replacement responsibility shall include, but not be limited to, exterior painting, roofing,

maintenance of parking facilities (except as otherwise provided herein to the contrary), and maintaining portions of the Condominium Property exposed to the elements, but shall not include maintenance, repair and replacement of windows, sliding glass doors, hurricane shutters, screen frames, screening, nor any alteration or addition to the Condominium Property made by a Unit Owner or his predecessors in title, nor any portions of the Condominium Property exposed to the elements for which this Declaration delegates responsibility to the Unit Owner. Notwithstanding anything to the contrary herein, the Association may, at its discretion, as a proper common expense, replace all or a substantial majority of the windows in the condominiums.

9.1.2 Plumbing and Electrical. The Association's maintenance, repair and replacement responsibility includes, except as may be specifically otherwise provided to the contrary, without limitation: all electrical conduits and installations located from the electrical meter outward; electrical conduits and installations located within or outside a Unit for the furnishing of utilities to another Unit, more than one Unit, or the Common Elements; plumbing fixtures and installations located within or outside a Unit for the furnishing of utilities to another Unit, more than one Unit, or the Common Elements. The Association's maintenance, repair and replacement responsibility does not include electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit or serving only one Unit.

9.1.3 Incidental Damage. If, in connection with the discharge of its maintenance, repair or replacement responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner is required to maintain, repair, or replace, the Association shall be responsible for reinstallation or replacement of that item, including cabinetry, drywall and moldings, to its unfinished state, and excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, and other finishes, provided that the Association's obligations are limited to the replacement of items that were part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality, and except in cases of casualty repair, which shall be governed by Article 13 of this Declaration. Repair or replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner, specifically including but not limited to hurricane shutters which the Association must remove in connection with the maintenance of the Building, although the Association may have shutter reinstallation work performed by its contractor, and the Unit Owner will be responsible for reimbursement to the Association as a Charge.

9.2 Unit Owner Maintenance. Each Unit Owner is responsible, at his own expense, for all maintenance, repair, and replacement of his own Unit and those Limited Common Elements serving his Unit, if so provided herein, whether ordinary or extraordinary including, without limitation:

9.2.1 Windows. The Unit Owner shall maintain, repair and replace the window installations originally installed by the Developer. Same includes the window frame and encasement, the plate glass, and all caulking thereof. The Unit Owners shall be responsible for interior window locking and opening mechanisms, the window sill and glass breakage due to any cause.

9.2.2 Drywall. The Unit Owner shall maintain, repair and replace all drywall within the Unit, the finishes thereof (including trim), and the structural framing related thereto, including studs and insulation.

9.2.3 Electrical. The Unit Owner shall maintain, repair and replace all electrical fixtures/facilities located within the Unit, which service only the individual Unit plus all electrical facilities from the electrical meter inward, which service only that Unit.

9.2.4 Screens and Frames. The Unit Owner shall maintain, repair and replace all window screens, screen doors or balcony screens (including hardware and framing).

9.2.5 Sliding Glass Doors. The Unit Owner shall maintain, repair and replace sliding glass doors and the structural components thereof (including frames and fixed panels), including trim and caulking.

9.2.6 Unit Front Door. The Unit Owner shall maintain, repair and replace Unit front entry door, except that the Association may paint the exterior or entry doors.

9.2.7 Other Doors. The Unit Owner shall maintain, repair and replace all other doors and the framing and structural components thereof (including trim, caulking, locks and hardware) within or servicing the Unit.

9.2.8 Plumbing and Mechanical. The Unit Owner shall maintain, repair and replace the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related Fixtures and installations.

9.2.9 Appliances. The Unit Owner shall maintain, repair and replace appliances.

9.2.10 Heating and Air Conditioning Equipment; Ductwork. The Unit Owner shall maintain, repair and replace all portions of the heating and air conditioning equipment (including compressors, air handlers, ductwork, freon lines and discharge lines) and utility installations and connections serving an individual Unit, no matter where located, dryer vents to the point of termination (even if exterior to the Unit), air conditioner discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit).

9.2.11 Floor Coverings. The Unit Owner shall maintain, repair and replace carpeting and other floor covering.

9.2.12 Hardware and Locks. The Unit Owner shall maintain, repair and replace door and window hardware and locks.

9.2.13 Other Facilities and Fixtures. The Unit Owner shall maintain, repair and replace all other facilities or Fixtures located or contained entirely within a Unit which serve only that Unit.

9.2.14 Plumbing (Incoming). The Unit Owner shall maintain, repair and replace all incoming plumbing from the shut-off valve (at hot water) inward.

9.2.15 Plumbing (Outgoing). The Unit Owner shall maintain, repair and replace outbound plumbing until the point of connection to a vertical disposal, even if outside the Unit boundary.

9.2.16 Hot Water Heater. The Unit Owner shall maintain, repair and replace the hot water heater as reasonably necessary and must replace it before it exceeds its useful life as set by the item's manufacture. Tankless water heaters are prohibited.

All said areas, if located outside of the boundaries of the Unit, are declared Limited Common Elements.

9.3 Additional Unit Owner Obligations. In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to the Building roof; removal, modification or relocation of any interior partitions or walls, whether load-bearing or not; relocation of cabinets or appliances; relocation of utility, plumbing, or electrical installations or fixtures or ductwork; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the Condominium Property, as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- Preservation of uniformity of appearance;
- Use of licensed and insured contractors;
- Right (but not duty) of oversight by the Association or its agent;
- The Unit Owner submitting plans as to the scope of the contemplated repair;
- Restrictions as to hours of work;
- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.
- Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction.
- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

Unit owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board of Directors, and such work may be prohibited completely during certain times of the year. "Extensive" remodeling and "heavy" construction

shall be as defined by the Board of Directors from time to time, but, whether so defined or not, shall include, but not be limited to, activities involving the following:

- Activities involving the use of power equipment such as jackhammers, drills, saws, and the like, which create substantial noise, as determined by the Board.
- Activities resulting in the creation of substantial noise that can be heard outside of the Unit, regardless of whether power equipment is used or not, as determined by the Board.
- Activities rendering the Unit uninhabitable during the performance of the work.
- Activities requiring the storage of materials or equipment on the premises outside of the Unit.
- Activities involving the presence of work crews or significant numbers of workers, as determined by the Board.
- Activities requiring the use of scaffolding, booms, or other forms of exterior access.

Nothing shall preclude the Association from acting as the Owner's agent and obtaining the services of contractors to perform Unit Owner maintenance responsibilities in the event of an emergency, or in non-emergency situations, provided that in non-emergency situations, the Association and the Owner so agree, or absent such agreement when such work is deemed necessary, as determined by the Board to facilitate projects involving the Association's maintenance of the Condominium Property. In all such cases the Unit Owner shall be deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents through a lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit, that all contractors and other persons performing services for the Unit Owner are properly licensed and insured, including required Worker's Compensation insurance, and that the Condominium Property is kept free from liens. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with this requirement.

9.4 Unit Floor Coverings. All Units above the first floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, balconies, foyers, and utility or laundry rooms, except as provided below. Hard floor surfaces (tile, marble, wood, etc.) may only be installed in areas other than kitchens, bathrooms, balconies, foyers, and utility or laundry rooms, upon prior written approval of the Board of Directors, which shall condition its approval on the Unit Owner's proof of the installation of appropriate sound-deadening material. Specifications for sound proofing of hard flooring (wherever located) must be approved in writing by the Board or its representative prior to installation, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. The Board has the authority to adopt specifications for minimum sound proofing material that will be approved.

9.5 Alterations by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior, or in any manner change the appearance of any portion of the Common Elements, or make any structural change within the Unit interior, without first obtaining the written consent of the Board of Directors, which consent may be withheld in the Board's sole discretion. "Structural" modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing Fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition (if load bearing), door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" work shall also include the addition, removal, or relocation of any duct work, plumbing line or fixture, any electrical line or fixture, or the removal or creation of any interior partition. Replacement of cabinetry, appliances, Fixtures, etc., with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above.

9.6 The Board may, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in the Condominiums, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. If any Unit Owner requests approval of any structural alteration or modification, the Association may permit such removal or modifications if same would not materially affect or interfere with the utility services constituting Common Elements, if any, located therein, the structural integrity of the Building or create a nuisance or disturbance to neighboring Units.

9.7 Additional Unit Owner Responsibility for Alterations and Additions. If a Unit Owner (or his predecessors in title) makes, or has made any modifications, installations, or additions to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, preservation, reconstruction, repair or replacement of the modifications, installations or additions and shall execute such documents as the Association may promulgate, if any, accepting said financial responsibility. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for Charges of equal dignity to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent, although the Association may provide for stricter liability standards in contracts with contractors.

9.8 Alterations by Association. The Board of Directors may authorize material alterations or substantial additions to the Common Elements or Association real property by the Association or any portion of the Condominium Property over which it is obligated or permitted to maintain. Provided, however, that if any such alterations or additions require or obligate the expenditure of Association funds of more than five percent of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a two-thirds (2/3) of Voting Interests present (in person or by proxy) and voting at an Association meeting, or by written agreement of two-thirds (2/3) of the entire Voting Interests unless the expenditure is for necessary maintenance, in which case the Board is obligated to perform such necessary maintenance, without regard to an owner vote.

9.9 Enforcement of Maintenance. If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property as required by this Declaration, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit or Limited Common Element and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by a lien for Charges.

9.10 Damage Caused by Conditions of the Condominium Property. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his intentional act or negligence, or by that of any member of his Family or his or their Occupants, Guests, Tenants or Invitees. If any condition, defect or malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to insure, maintain, repair, or replace if caused by the Owner's (his Family Member's, Occupant's, Guest's, Tenant's or Invitee's) negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions. Without limitation, it shall be per se negligence if any item that must be maintained by a unit owner, such as a hot water heater fails after it is past its useful life as determined by the manufacturer and causes damage. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon the Unit Owner making the claim being adequately insured based on local standards and conditions. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss and without waiving any other remedy of the Association. If one or more of the Units involved is not occupied at the time a damage incident is discovered (regardless of the cause), the Association may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for

Charges. Unit Owners are required to shut off all water valves when the Unit will be unoccupied on an overnight basis, and failure to do so will create a presumption of negligence.

Unit Owners are also required to ensure that electricity, and if separately metered, water and sewer, are always available to service the Unit. If Unit Owner fails to maintain Utility Services to Unit, the Association shall have, without waiver of other remedies, the right to enter to the Owner's Unit and Limited Common Element and take any and all lawful actions to make the utilities available to service the Unit, in which event the Unit Owner shall be charged for such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a lien for Charges.

9.11 Combination of Units. Two contiguous Units may, subject to the prior written approval of the Board of Directors, be combined in to a single living space. The Board may disapprove such request, based upon its discretion, and upon a finding that the proposed combination of Units is not in the best interests of the Association. The Board, as a condition of approving the combination of Units, may require sealed plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association that the proposed work affiliated with the Unit combination complies with all applicable laws, codes, and ordinances. The Board may further require such Professional Engineers or Architect's certification at the end of the work, certifying that said work has been performed in accordance with the plans and specifications, and in accordance with all applicable laws, codes, and ordinances. The Owner (and his successor in title) shall be required to indemnify and hold the Association and Unit Owners harmless for any claim of any nature arising from the combination or reconfiguration of the Unit. Should the Board, in its discretion, determine that the Association must retain independent professionals to review the request, including but not limited to engineers, architects, or attorneys, the Association may also condition approval of the requesting Unit Owner's agreement to reimburse the Association for said fees and expenses. Units which have been combined shall, after combination, be used only as a "single family" residence (including rental rights), and may not be used as two living quarters. Units which have been combined shall constitute two units for purposes of sharing common expense, ownership of Common Elements, and voting rights. If units which have been combined are sold, they shall be sold as a single living quarters, unless specifically approved by the Board to the contrary. If combined Units are to be re-configured into two living spaces, the Board shall have the authority, using the same criteria listed above for combination of Units, to approve the reconfiguration. Without limitation, the Board shall have the authority to require plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association, that the reconfiguration of the Units into two living spaces is done in accordance with all applicable laws, codes, and ordinances and in accordance with the original configuration of the Units.

10. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these Condominium Documents.

10.1 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 10.5, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her

share of the Charges and Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made. This liability is also without regard to whether the Association took title at its own foreclosure sale. For the purpose of this section, the Association's ownership shall be ignored when pursuing the amounts set forth in this subsection from the subsequent owner.

10.2 Default in Payment of Assessments for Common Expenses. Assessments and Charges, and installments thereof, not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as may be determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments or Charges on such parcel, with interest, late charges and for reasonable attorney's fees, costs, and other collection expenses, including those expenses provided in contracts between the Association and third parties, including but not limited to Community Association Management Firms, incurred by the Association incident to the collection of the Assessment or Charge or enforcement of the lien. No lien may be recorded until the Association has provided notice of intent to place a lien, as required by the Act. The Association's costs and expenses in preparing and sending such notice (including but not limited to attorney's fees, contractual collection expenses, postage, and other costs and expenses reasonably incurred) may be added to the amounts claimed due in the pre-lien notice and if not timely paid, shall be secured by the Association's lien. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominiums listed above. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges or without waiving any claim of lien.

10.3 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least thirty days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

10.4 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies. The Association further has any and all remedies with regard to suits for eviction, and enforcement of such attachment as provided in Chapter 718 of the Florida statutes, as amended from time to time.

10.5 First Mortgagee. Notwithstanding this section 10, the liability of an institutional first mortgagee or the successor or assignees of the institutional first mortgage who originally joins the Association in the foreclosure action and acquires title to a unit by foreclosure for the unpaid assessments or Charges that became due before the mortgagee's acquisition of title is limited to the lesser of the unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or one percent of the original mortgage debt, or any such greater amount as may be permitted by Chapter 718, as it is amended from time to time.

10.6 Possession of Unit. Any person who acquires an interest in a Unit, except pursuant to 10.5, including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and other Charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

10.7 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

10.8 Lien for Charges. There is created by this Declaration a common law and contractual lien to secure any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which is not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The lien for Charges shall be of equal priority to, shall accrue interest and late fees,

and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the Condominium shall be by the Association, which shall have by and through its Officers and Directors, such powers, authority and responsibilities as are vested in the Officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium Documents. The Association shall have authority to enter into management and other agreements concerning the matters of common interest through its Officers. The management of the Association and election of the members to the Board of Directors shall be as set forth in the Bylaws. Without limiting the foregoing, the Association shall have the following rights and powers:

11.1. Access. The irrevocable right of access to each Unit during reasonable hours as may be necessary for the maintenance, repair or replacement of the Condominium Property, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. The Association may require that a key and an alarm code be provided for each Unit and may, if determined advisable by the Board, implement a master key system. The Access granted by this subsection is intended to be broader than that granted in the Condominium Act, as the Board may enter the unit, whenever it reasonably determines in its reasonable business judgment that it is prudent to do so.

11.2 Assessments. The power to make and collect regular and special Assessments and other Charges against Unit Owners and to lease, maintain, repair, and replace the Common Elements and Association Property.

11.3 Delegation. The power to enter into contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and in connection therewith, or to its Officers and agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-payment thereof.

11.4 Regulations. The power to adopt and amend Rules and Regulations relating to the operation of the Association and use of the Condominium Property.

11.5 Acquisition or Transfer of Real Property; Leasing Common Elements and Association Property. The power to acquire or transfer real property owned by the Association or otherwise convey and mortgage real property for the use and benefit of its members with the same approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval shall be required to purchase (or mortgage) a Unit. Leasing of Units, Common Elements or Association Property may be approved by the Board of Directors, as well as the lease fees, use fees, and other fees permitted by the Act or the Condominium Documents.

11.6 Membership Agreements. The power to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as

country clubs, golf courses, marinas, and other recreational facilities with the same approval of Unit Owners as needed to amend the Declaration.

11.7 Fees for Use of Common Elements; Other Fees and Deposits. Pursuant to Section 718.111(4), Florida Statutes, as amended from time to time, the Board of Directors shall have the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use. The Board of Directors may also establish other fees and deposits determined necessary by the Board. Without limitation, same include: fees for the issuance of parking passes or decals; move in-move out fees and damage deposits (if Association agents or personnel have to prepare the elevators, watch the movers, etc.); fees for remote control or other access devices; second or third car parking fees; fees for architectural/engineer review of renovation/alteration plans; contractor damage deposits; fees for hurricane preparation (moving furniture from balcony, then closing and opening shutters when owners away); and internet service, facsimile service and other services using Association equipment. Nothing in this Declaration shall be construed as obligating the Association to provide any of the aforementioned services or charge any of the aforementioned fees.

11.8 Lease of Association Property or Common Elements. The power to lease Association Property or Common Elements, as determined by the Board of Directors, including, but not limited to, the lease of the Building roof area and other Common Elements for antennas or other telecommunications equipment. No use fee may be charged against a Unit Owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an Owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to an oral or written Lease agreement, or fees authorized by this Declaration of Condominium.

11.9 Limitation Upon Liability of Association. Notwithstanding the duty to insure, maintain, repair or replace parts of the Condominium Property, the Association is not liable to Unit Owners or any other person for injury or damage, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any latent or unknown condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any Unit Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof. Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium Property, including, without limitation, residents and their Families, Guests, Tenants, Invitees or for any property of any such persons. Without limiting the generality of the foregoing:

11.9.1 It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Condominium Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

11.9.2 Any provisions of the Condominium Documents setting forth the uses of Assessments which relate to health, safety and or welfare shall be interpreted and applied only as

limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

11.9.3 Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

11.9.4 As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee Members, and other persons the Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.

11.5 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew. Mold occurs naturally in almost all indoor environments. Mold spores may also enter a Condominium through open doorways, windows or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof. The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold and/or mildew. The Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding maximum temperatures for Units and/or require that the air conditioning to the Units be set at a certain temperature to control humidity and mold and/or mildew growth, and/or adopt other Rules and Regulations indented to prevent mold and/or mildew.

The Association shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew.

Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all claims, obligations, demands, damages, causes of action, liabilities losses and expenses, whether now known or hereafter known, foreseen or unforeseen, that such person has, or may have in the future, in law or in equity against Association, its Officers, Directors, Committee Members and persons the Association is obligated to indemnify to the limit of such indemnity (and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer) arising out of, relating to, or in any way connected with indoor air quality, moisture, or the growth, release, discharge, dispersal or presence of mold and/or mildew or any chemical or toxin secreted therefrom.

11.6 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his/her Unit.

12. INSURANCE. The insurance which shall be carried upon the Condominium Property, the deductibles, including the Units, Common Elements, and Association Property shall be governed by the Condominium Act, as it is amended from time to time. To the extent the Condominium Act, as it may be amended from time to time is silent on a particular issue, the Association Board may make any reasonable decisions with regard to same.

13. RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined as provided in the Condominium Act, as it is amended from time to time. If such provisions are ever removed from the Condominium Act, then the Condominiums shall be governed by the original Reconstruction provisions of the Declarations. For this and all other purposes, each unit of each condominium shall have a 1/684 vote, unless the unit's vote is otherwise suspended as provided elsewhere in the Condominium documents.

14.1 Occupancy of Units; Single Family Residence. A Condominium Unit shall be used only as a Single Family residence. As used in the Condominium Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping Unit, each of whom is related to each of the others by blood, marriage (or domestic partnership) or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping Unit. No more than six (6) persons may permanently occupy a Unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the Unit for more than thirty (30) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. No person may occupy a Unit as a Unit Owner, Tenant, or Family member thereof (i.e., occupy the Unit on an overnight basis for more than thirty (30) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Article 17 hereof, and may charge a reasonable fee for review of occupancy requests. Visitation by Guests is governed by Article 15 of this Declaration of Condominium. Units may not be used for commercial or business purposes. Unit Owners (and their Family members and Tenants) may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services. Anything to the contrary herein notwithstanding, all occupants of a unit, whether family or not are required to be screened and approved by the Association.

14.2 Nuisance. The Condominium Property shall not be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property, nor which becomes a source of annoyance to the condominium residents, or which will increase insurance rates. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents. The Condominium Property shall be

used in accordance with all federal, state, and local laws and ordinances, and any violations of same shall be deemed a nuisance and a violation of these Condominium Documents.

14.3 Pets. Pets or animals of any kind (except any previously registered and approved pet, hereinafter a "Grandfathered Pet") may not be brought on to the Condominium Property. The Board of Directors may make exceptions when necessary to comply with legal requirements. Notwithstanding the foregoing, no more than two house cats, birds, or fish are permitted in the Units but not in the Common Elements, except that they may be carried through the common elements in a pet carrying container.

14.4 Parking. No Vehicle shall be permitted to be parked, stopped, stored or otherwise on the condominium property without a pass, permit or decal ("decal") unless the car is parked in a guest or overnight spot, or is registered to the owner. No vehicle shall be parked in such a manner to impede or prevent access to another parking space. A vehicle that cannot operate on its own power or that is dripping oil or other fluids or is otherwise non-operational must be moved from the Condominium Property as soon as possible but in no event later than two (2) days after they became non-operational unless the vehicle can be made operational by a repair that typically takes less than two (2) hours. Except for repairs that typically take less than two (2) hours, such as jumper cables, changing a tire, no repairs to vehicles may be made without the express written consent of the Association. All vehicles parked in violation hereof may be towed by the Association in compliance with Chapter 715 of the Florida Statutes.

14.5 Boats, Campers and trailers. No boat, trailer, recreational vehicle, camper, jet ski, craft, motor home may be parked at any time anywhere on Condominium property except with the written consent of the Association. Written consent must be sought at least thirty days in advance of the boat camper or trailer being brought onto condominium property, or for such consent will be denied. In the event consent is granted, parking shall only be in the specific area permitted by the Association in the overflow parking lot. Any boat, trailer, recreational vehicle, camper, jet ski, craft, motor home parked in violation hereof may be towed by the Association in compliance with Chapter 715 of the Florida Statutes.

14.6 Signs. No sign, display, poster, or other advertising device of any kind whatsoever (including, without limitation, "For Sale", "For Rent" or "By Owner" or any other signs for the sale or renting of units) may be displayed in public view without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. Without limitation of the generality of the foregoing, or limiting other remedies, the Association may demand that a unit owner remove any sign that is visible from the exterior of the unit, and if the owner fails to do so, the Association may do so.

14.7 Commercial Vehicles. No commercial vehicles are permitted to be parked anywhere on the Condominium Property except in the overflow lot. Without limitation, any vehicle with equipment attached to the exterior or anything hanging over or exposed or any vehicle with any lettering or other indicia of commercial enterprise is a commercial vehicle that may only be parked in the overflow lot. All vehicles parked in violation hereof may be towed by the Association in compliance with Chapter 715 of the Florida Statutes.

14.8 Three Unit Limit In no event and without limiting any other provision contained herein shall any individual be permitted to own more than three (3) units at the condominium at any given time; whether such ownership of the unit is in whole or in part. Notwithstanding the

foregoing, the Association may own any amount of Units it deems reasonable in its business judgment and the three unit limit is not applicable to the Association.

Additional Restrictions. The Rules and Regulations, which may be amended from time to time by the Board of Directors and also govern the Unit Owners are available in the Association's office. Rules and Regulations and/or Amendments to the Rules and Regulations need not be recorded in the Public Records. Additional use restrictions are also contained elsewhere in the Condominium Documents.

15. GUEST OCCUPANCY. A "Guest" is defined as a person who enters upon the Condominium Property at the invitation of a Unit Owner or Tenant, (or their respective families) for the purpose of visiting the Unit Owner or tenant (or their respective families), occupying the Condominium Unit for less than thirty (30) days during any calendar year, or utilizing the Condominium Property without any monetary payment to the owner. There are various types of Guest uses, which are regulated as follows:

15.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence. There is no restriction against this type of Guest usage, provided that same does not create a nuisance or annoyance to other Condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit Guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non-overnight Guests need not be registered with the Association. Non-overnight Guests shall be entitled to use the Condominium facilities only when accompanied by the Unit Owner or Tenant (or an adult, resident member of the Unit Owner's or Tenant's Family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight Guest usage of Condominium facilities, including but not limited to the maximum numbers of Guests who may use common facilities.

15.2 Overnight Guests When Unit Owner or Tenant is in Residence. Unit Owners and Tenants (and their respective Families) may have related or unrelated overnight Guests, so long as the Unit Owner or Tenant is in simultaneous residence. There is no requirement for registration of overnight Guests with the Board. The Association may restrict or prohibit Guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than eight (8) persons (including the Unit Owners, Tenants, their Families, Guests or any other Occupants) sleep overnight in a Unit.

15.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant. Unit Owners and Tenants may have Units inspected by caretakers, friends or relatives. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (including but not limited to the pool, parking areas, and beach access).

15.4 Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight Guests (related or non-related) in the absence of the Tenants' simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence of the Unit Owner subject to the Rules and Regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium.

15.4.1 Non-Related Overnight Guests in the absence of the Unit Owner will be limited to two (2) occupancies per calendar year. The limitation on Unit density in Article 15.2 applies. Ten (10) days prior notice to the Association and Association approval is required.

15.4.2 Related Overnight Guests may occupy a Unit in the absence of the Unit Owner. For the purpose of this provision, "related" means all persons who are staying in the Unit on an overnight basis, in the absence of the Unit Owner, are related to the Unit Owner or Primary Occupant (by blood, marriage, domestic partnership or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on Unit density in Article 15.2 applies. Ten (10) days prior notice to the Association and Association approval is required.

15.5 Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed Guest Occupants to submit proof of familial relationship, an affidavit as to absence of payment for the right to occupy the premises, or other proof that the leasing provisions of Article 16 are not being violated.

16. LEASING The lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "Tenant" and "Lessee" shall likewise be used interchangeably. All leases must be in writing. Should a Unit Owner wish to lease his Unit, other than units owned by the Association, the Owner must have owned the Unit for at least eighteen (18) months, or permission to lease will be deemed denied except the Board may grant a hardship exception if the tenant resided in the unit prior to the title transfer. If the Unit Owner has owned the unit for at least eighteen (18) months, and the owner desires to rent, he or she shall furnish the Association with a copy of the proposed lease and the name of the proposed Lessee, as well as all proposed Occupants. Any person occupying the Unit after initial approval shall be subject to a separate application and approval process. The Association shall have Sixty (60) days from the receipt of notice and all required instrument within which to approve or disapprove of the proposed lease or proposed Lessees or Occupants except that any lease sought by an owner who has not complied with the eighteen (18) month ownership requirement shall be deemed automatically denied and the Association need not provide a separate denial notice. In the event an owner leases in violation of the eighteen (18) month provision, the eighteen (18) month period shall be re-set, and only begin to count again once and after the tenant who is occupying in violation of the deed restrictions vacates. Except as herein stated, the Association shall give the Unit Owner written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. Notwithstanding anything else herein, no new leases will be approved or permitted if at the time of the request, or at any time prior to the Association providing approval, twenty (20) percent or more of the units are rented. In the event the rental cap is reached, the Association shall create a waiting list for units desiring to rent. All leases shall be for a minimum period of four months. Leases may be renewed, subject to Board approval, and only one lease per twelve month period. Notwithstanding the foregoing, for good cause shown, an owner may apply for a hardship exemption from the above restrictions, and the Association may, but is not obligated to consider same. However, under no circumstances will more than one hardship be granted to any particular owner in any single calendar

year, regardless of how many units the owner owns. Moreover, for Association shall not be subject to the rental cap restriction with regard to the Units it owns. Nor must Units the Association owns be counted toward the twenty (20) percent rental cap, but whether or not to count such Units toward the rental cap or exclude such units altogether from the calculation shall be in the sole discretion of the Board of Directors.

16.1 Board Right of Approval. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent, except that no lease shall be approved nor may any lease be made by any owner other than the Association who has not owned the unit for at least eighteen (18) months, or in the event that twenty (20) percent of the units are already leases. No person may occupy a Unit as a Tenant, Family member of a Tenant, Occupant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Occupants as the Board deems appropriate under the circumstances. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit Occupants.

16.2 Tenant Conduct; Remedies. The Board may require all leases be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will be deemed to provide whether or not they actually do that the Tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant, other Unit Occupant, Guest or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Occupants, Guests and Invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his Tenant's conduct (and that of the other Unit Occupants, Guests and Invitees) into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant into compliance with the Condominium Documents in a manner deemed acceptable by the Association, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Documents (or the other noncompliance of other Occupants, Guests or Invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a lien for Charges.

16.3 Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Lessee or Unit Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the Common

Elements or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes as amended from time to time.

16.4 Approval Process; Disapproval. Any Unit Owner intending to lease his Unit shall submit a copy of the proposed lease, an application, and any other requested information and required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed leases within sixty (60) days of receipt of such information for approval and the completion of the Tenant/Occupant interview (if required), by sending written notification to the Unit Owner within such time frame. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the lease shall not be made, renewed, or extended. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a Lease application, which may be made for any reason whatsoever in the Board's sole discretion that does not conflict with Federal, state or local law. Without limiting the generality of the foregoing, the Board may base its decision on any of the following factors, or any other factors the Board deems relevant in its sole discretion:

16.4.1 The person seeking approval (which shall hereinafter include all proposed Occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

16.4.2 The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents and may constitute grounds for denial;

16.4.3 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Condominium as a Tenant, Occupant or Guest;

16.4.4 The Unit Owner or person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner;

16.4.5 All Assessments, fines and other Charges against the Unit and/or Unit Owner have not been paid in full.

16.4.6 The Proposed Occupancy of the Unit would violate any of the condominium document provisions, including but not limited to the Housing For Older Persons provision.

16.5 Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the Unit as provided herein.

16.6 Association Fee. The Unit Owner or Lessee seeking approval of a lease of a Unit shall pay a transfer fee for each applicant in an amount determined by the Board, which unless otherwise specified, shall be the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a lease.

17. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, and to prevent any one person from gaining too much control over the Association, the use and transfer of Units by any Owner shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

17.1 Forms of Ownership:

17.1.1 Ownership by Individuals. Notwithstanding any other ownership permitted prior to the recording of this document, in the future (such units being grandfathered in), A Unit may be owned only by one or more natural persons who has/have qualified and been approved as elsewhere provided herein. No other form of ownership will be approved from the date of the recording of this document forward except as set forth immediately below in 17.1.3. This subsection shall not apply to Units owned by the Association.

17.1.2 Co-Ownership. Co-ownership of Units may be permitted. If the co-owners are other than husband and wife or Domestic Partners, the Board shall condition its approval upon the designation of one approved natural person as "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant was the only actual Owner. Any changes in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one change in Primary Occupant will be approved in any calendar year. No time share estates may be created. "Unit Sharing" by multiple families and "Fractional Ownership" are prohibited.

17.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. Such ownership is not permitted except as expressly authorized in this paragraph. Notwithstanding the foregoing, a Unit may be owned in a family trust if such family trust is approved by the Association. The intent of the trust exception to this provision is to allow flexibility in estate, financial, or tax planning. The approval of the trust is further conditioned on the designation by the Owner of one natural person to be the "Primary Occupant," who will be deemed the owner for the purpose of the Three Unit Limit and the right to use the common areas as well as take any action on behalf of the Unit. The Primary Occupant shall be the person entitled to vote on behalf of the Unit, and exercise rights of membership. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one change in designation of Primary Occupant will be approved in any twelve (12) month period. Anything to the contrary herein notwithstanding, this paragraph shall not apply to the Association, which shall be entitled to own as many units as it deems reasonable in its business judgment.

17.1.4 Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. The life tenant shall be liable for all Assessments and Charges against the Unit. Any vote, consent, or approval required by the Condominium Documents or law may be given by the

life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

17.2 Transfers/Occupancies Subject to Approval.

17.2.1 Sale or Other Transfer. No Unit Owner may dispose of a Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No Unit Owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option, or other similar transactions) without prior written approval by the Board of Directors.

17.2.2 Gift. If any Unit Owner shall acquire his title by gift, ownership of his Unit shall be subject to the prior approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

17.2.3 Devise or Inheritance. If any person shall acquire his title by devise, inheritance, through other succession laws, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors.

17.2.4 Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined below.

17.2.5 Occupancies For Any Reason Without Consideration. A Unit Owner intending to give a bona fide possessory interest of the Unit or who intends to permit anyone to occupy the Unit who was not listed in the original application (including but not limited to new roommates or new family members) without consideration shall give to the Association notice of such intention, together with the name and address of the intended occupant, a completed application for occupancy (provided by the Association), a screening fee and such other information concerning the intended occupant as the Association may reasonably require. As part of this Notice, the intended occupant must schedule a personal interview with the Board or a Screening Committee or any person selected by the Board. The prospective occupant must agree to the exact same background and other process as a tenant, whether or not the occupant is for consideration.

17.3 Approval by Association. The approval of the Association that is required for the transfer of ownership of Units, or any additional proposed occupancy without consideration shall be obtained in the following manner:

17.3.1 Notice to Board of Directors.

17.3.1.1 Sale or Other Transfer. A Unit Owner intending to make a bona fide sale or other title transfer of his Unit or any interest in it, including gifts, transfers to artificial entities, and the grant of partial estates, shall give to the Board of Directors notice of such intention, together with the name and address of the intended grantee, an executed copy of the purchase contract and its exhibits, or other documentation evidencing the transfer and such other

information concerning the intended grantee and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit Occupants.

17.3.1.2 Devise or Inheritance. A Unit Owner who has obtained his title by devise or inheritance, or operation of succession laws, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit Owner as the Board of Directors may reasonably require (including that set forth in Article 17.3.1.1 hereof), and a certified copy of the instrument evidencing the Owner's title.

17.3.1.3 Occupancy For Any Reason Without Consideration. A Unit Owner intending to permit any new occupant of the Unit shall give to the Board of Directors notice of such intention, together with the name and address of the intended occupant, and such other information concerning the intended occupant as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with all proposed Unit Occupants.

17.3.1.4 Failure to Give Notice. If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, or learns of the new occupancy, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, or occupancy, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

17.3.2 Certificate of Approval.

17.3.2.1 Sale or Other Title Transfer. If the proposed transaction is a sale or other prospective title transfer, then within sixty (60) days after receipt of such notice and information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

17.3.2.2 Devise or Inheritance. If the Unit Owner giving notice has acquired his title by devise, inheritance, or through succession law, then within sixty (60) days after receipt of such notice and information the Board of Directors, including a personal interview if requested by the Board of Directors must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit.

17.3.2.3 Approval of Occupant. Within sixty (60) days after receipt of such notice and information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed Occupancy.

17.4 Disapproval by Board of Directors Without Good Cause. If the Board of Directors shall disapprove a transfer or continuance of ownership of a Unit without good cause, the matter shall be disposed of in the following manner:

17.4.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party. If the proposed transaction is a sale or other arms-length transfer to a bona fide third party purchaser,

then within sixty (60) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors, or the Association itself, who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

17.4.1.1 At the option of the Association 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, one of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

17.4.1.2 The purchase price shall be paid in cash. The sale shall be closed within sixty (60) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to itself purchase the Unit, or provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association or the Association shall default in his agreement to purchase, then notwithstanding the disapproval without good cause, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

17.4.2 Gifts; Devise; Inheritance; Familial Transfers. If the Unit Owner giving notice has acquired or will acquire his title by gift, devise, inheritance, or succession laws or in any other manner, then within sixty (60) days after receipt from the Unit Owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

17.4.2.1 The sale price shall be the fair market value determined by agreement between the grantor and grantee within Sixty (60) days from the delivery or mailing of such agreement. In the absence of agreement as to price, or where transfers are made for less and bona fide value, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit Owner, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

17.4.2.2 The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Association shall fail to purchase the Unit or provide a purchaser as required by this provision, or if the Association or a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such transfer ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

17.4.3 Disapproval for Good Cause. Approval of the Association for title transfers or continuation of ownership or for occupancies shall be withheld only if a majority of the whole Board so votes. The Association shall have no obligation to furnish an alternate purchaser or itself purchase the Unit if the transfer is disapproved for good cause. The Board shall consider the following factors and may confer freely with counsel in reaching its decision.

17.4.3.1 The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed Occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents;

17.4.3.2 The person seeking approval has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, any felony, or a sexual offense of any nature;

17.4.3.3 The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts;

17.4.3.4 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Condominium or other residences as a Tenant, Occupant or Guest;

17.4.3.5 The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

17.4.3.6 The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid; or,

17.4.3.7 All Assessments and other Charges against the Unit have not been paid in full.

17.4.3.8 The Proposed Occupancy of the Unit would violate any of the condominium document provisions, including but not limited to the Housing For Older Persons provision.

If the Board disapproves a prospective transfer or continuance of ownership or occupancy on the grounds for disapproval set forth above, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made, the proposed occupancy shall not be permitted, or if made, shall be rescinded in the manner determined by the Board, which may include, but not limited to filing an action for eviction to immediately dispossess any and all unlawful occupants as well as an action for injunctive relief to void any improper transfer or both, as appropriate and applicable. .

17.5 Transfer Fee. The Association may Charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction. The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel. The fee for

the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

17.6 Unauthorized Transactions. Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association.

18. METHOD OF AMENDMENT OF DECLARATION. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

18.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, or by a majority of the Directors.

18.2 Proposed Amendment Format. Proposals to amend the existing Declaration of Condominium shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER FOR PRESENT TEXT."

18.3 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

18.4 Adoption of Amendments. Amendments shall be adopted if 2/3 of the people present at any meeting (in person or by proxy) vote in favor of the Amendment. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

18.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Palm Beach County Public Records according to law.

18.6 Automatic Amendment. Whenever Chapter 718, Florida Statutes Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended, same will be incorporated herein by reference.

18.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

19. TERMINATION.

19.1 The Condominiums may be terminated as provided in Chapter 718 as amended from time to time and if such provision is removed, as provided in the original Declarations of Condominium. For purposes of a termination vote, each condominium will be separately recognized and only those condominiums (if any) where the requisite vote is obtained, shall be deemed terminated.

20. CONDEMNATION.

20.1 Awards. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association, and if any fail to do so, a special assessment shall be made against a defaulting Unit Owner in the amount of this award, or the amount of the award shall be set off against any sums payable to that Owner.

20.2 Determination Whether to Continue Condominium. Whether the condominium (each viewed separately for this purpose) will be continued after condemnation will be decided in the same manner as repair after casualty as set forth in Paragraph 13 hereof.

20.3 Distribution of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium may be reduced. The Owners of condemned Units, if any, will share in awards and special assessments as provided below.

20.4 Association as Agent. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

20.5 Units Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium.

20.5.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

20.5.2 Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

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

20.6 Units Not Habitable. If the taking of any entire Unit or so reduces the size of the Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the condominium:

20.6.1 Payment of Award. The condemnation award immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

20.6.2 Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors.

20.6.3 Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to recondition the remaining portion of the Unit, the amount required for those purposes shall be raised by special assessment against all of the Unit Owners who will continue as Owners of any Unit after the changes in the condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes effected by the taking.

20.7 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, may be returned to the Unit Owners or used by the Association as the Board may determine.

20.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Board.

21. COMPLIANCE AND DEFAULT.

21.1 Duty to Comply; Right to Sue. Each Unit Owner, his Family, Tenants, Guests, Invitees and all Unit Occupants and the Association shall be governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Action for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

21.1.1 The Association;

21.1.2 A Unit Owner; or

21.1.3 Anyone who occupies a Unit as a Unit Owner, Family member, Tenant, Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Family members, Tenants, Guests, Invitees and Unit Occupants.

21.2 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, Family member, Tenant, Guest, Invitee Unit Occupant or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal. The Association may also recover attorney's fees it incurs because of noncompliance with the Condominium Documents in cases where no court action is filed including, but not limited to, arbitration and pre-litigation fees incurred in the collection of delinquent Assessments, and fees

reasonably incurred by the Association in obtaining compliance with the Condominium Documents. Said costs and fees shall be secured by a lien for Charges.

21.3 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

21.4 Waiver of Application of Condominium Documents. The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, except the provision related to Housing For Older Persons or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

21.5 Suspension of Rights --The Association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. If a unit owner is more than 90 days delinquent in paying a monetary obligation due to the association, the association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the monetary obligation is paid in full. The Association may suspend the voting rights of a unit or member due to nonpayment of any monetary obligation due to the association which is more than 90 days delinquent. A voting interest or consent right allocated to a unit or member which has been suspended by the association may not be counted towards the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under this chapter or pursuant to the declaration, articles of incorporation, or bylaws. The suspension ends upon full payment of all obligations currently due or overdue the association. The Suspensions referenced in this paragraph may only be effectuated in the manner provided for in Chapter 718, as it is amended from time to time, and if such provisions of the statute are removed, then, utilizing the procedures required by Chapter 718, as it existed on the date of the recording of this Amended and Restated Declaration.

21.5 Notice of Lien or Suit.

21.5.1 Notice of Lien. A Unit Owner shall give to the Association written notice of every lien upon his Unit other than for permitted first mortgages, taxes, and special assessments, within five (5) days after the Unit Owner receives actual notice of the attachment thereof.

21.5.2 Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, or impose liability on the Association, such notice to be given five (5) days after the Unit Owner receives actual knowledge thereof.

21.5.3 Failure to Comply. Failure of an Owner to comply with this Section 21.6 will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

22. HOUSING FOR OLDER PERSONS

22.1 Housing For Older Persons. The Condominium Community has been voted, and at the same time as the adoption of this Amended and Restated Declaration, ratified to be Housing For Older Persons. Without limiting the general incorporation of all amendments that do not conflict with the text hereof, it is specifically noted that such amendment can be found at OR Book 10988 Page 1597. Same is incorporated herein as set forth immediately below and by reference except that the amendment applies to all of the Condominium Communities listed above, and the number "21" each time it appears (with regard to minimum age of owners occupying the units), shall be removed and replaced with "18."

The units within Pines of Delray condominiums are intended and operated as housing for older persons. Accordingly, the members of the community wish to ratify the operation as housing for older persons as that term is used and defined in the applicable federal and state fair housing laws. Accordingly, all units in the community shall be held for occupancy by persons fifty-five (55) years of age or older. The term occupancy shall have the meaning ascribed in the applicable Federal and State Fair Housing laws and the rules promulgated pursuant thereto. Furthermore, after the effective date of the original amendment referenced above, no unit may be occupied by persons under the age of eighteen (18) years of age, except to the extent that temporary visits may be permitted elsewhere in this Declaration or in Rules and Regulations promulgated by the Board. Furthermore, no occupancy shall be permitted by individuals between the ages of eighteen (18) and fifty-five (55) unless the unit is also occupied by at least one person fifty-five (55) years of age or older. Accordingly, all transfers of title or occupancy shall be subject to approval of the board of directors of the association pursuant to such procedural guidelines as the board may make and amend from time to time. The Board shall not approve any proposed transfer to persons who do not intend to hold the unit out for occupancy by persons fifty-five (55) years of age and older or to persons who intend to occupy the unit without at least one occupant over the age of fifty-five (55) nor shall any such occupancy be permitted. The Board may permit sales where the title holders will not include at least one person fifty-five (55) years of age or older on the condition that all purchasers verify in writing in connection with their applications that they intend and agree to hold the unit out for occupancy by persons fifty-five (55) years of age or older or intend to occupy the unit with at least one person fifty-five (55)

years of age or older in occupancy with them at all times. The only exceptions where occupancy solely by persons under fifty-five (55) will be permitted are those which the association is required (not permitted) by law to permit if any.

The Board will continue the policies and procedures for the purpose of assuring that the Board continues to implement the intent of this provision in connection with the screening of sales and leases pursuant to this Declaration and for the purpose of assuring that at least eighty (80%) percent of the occupied units in the community are occupied by at least one-person fifty-five (55) years of age or older. The Board shall take all reasonable steps to insure that the community's status as housing for older persons is preserved and protected. The Board shall also conduct a census to verify the age of the occupants of all occupied units and shall obtain reliable documentation of age, such as a driver's license, birth certificate, passport, immigration card, military identification, other state, local, national or international official documents containing a birth date of comparable reliability or a certification in a lease, application, affidavit or other document asserting that at least one person in the unit is fifty-five (55) years of age or older. The board shall conduct such a census at least once every two years thereafter, or as often as required by law.

23. MISCELLANEOUS PROVISIONS.

23.1 Covenants Running with the Land. The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land.

23.2 Savings Clause. If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

23.3 Heirs, Successors and Assigns. These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Unit Owners.

23.4 Notices. All notices shall be given as provided in the Bylaws.

23.5 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, or handicap. Familial Status is also not intended to be limited, except as permitted by law in that the community is Housing for Older Persons. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the condominium premises, or to comply with other legal requirements.

23.6 Conflicts. In the event of a conflict between any provision of the Condominium Documents and the Condominium Act, the Condominium Act shall control, except in cases where the Act permits the Condominium Documents to regulate the subject, in which case the Condominium Documents will control. In the event of a conflict between this Declaration and the other Condominium Documents, this Declaration shall control.

23.7 Interpretation. The Board of Directors shall be responsible for interpreting the provisions of the Condominium Documents. The Board's interpretations shall be binding upon all

parties unless wholly unreasonable. A written opinion rendered by Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation is valid.

23.8 Captions and Headings. The headings and captions used in the Condominium Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Condominium Documents.

IN WITNESS WHEREOF, we have set our hands and seals this 23 day of December, 2014.

CERTIFICATION

I HEREBY CERTIFY attest and affirm that these Amended and Restated Articles were duly adopted on December 11, 2014.

DATED this _____ day of December, 2014.

PINES OF DELRAY ASSOCIATION, INC.

Thomas Faulkner
President

Thomas Faulkner
Printed Name

Witness: J. Horn
JAH HORN
Printed Name

Kathleen Murphy
Secretary

Kathleen Murphy
Printed Name

Witness: J. Holtzman
J. Holtzman
Printed Name

STATE OF FLORIDA)
PALM BEACH COUNTY)

The foregoing instrument was acknowledged before me this 23 day of December, 2014, by Thomas J. Faulkner, as President and by Kathleen Murphy, as Secretary of PINES OF DELRAY ASSOCIATION, INC. freely and voluntarily under authority duly vested in them by the Association who took an oath and stated that the Amended and Restated Articles above are true and correct copies of the ones that were duly adopted by the Members of the Association. ✓ is personally known to me or produced _____ as identification.

Angela Dean-Wright
NOTARY PUBLIC

