

BUILDING INSPECTOR

TOWN OF PALM BEACH SHORES, FLA.
APPROVED

DEADONED
VIA 'SIGNED NOTARIAL TO PROVE

R. F. Slater, 5-12-89
BUILDING INSPECTOR

TOWN OF PALM BEACH SHORES, FLORIDA

CERTIFICATE OF FINAL COMPLETION AND OCCUPANCY

Original Building Permit No. 4169 Dated 6-20-89

THIS CERTIFIES that the building located at;

115 BAMBOO RD.

Number Street

Lot No. 380, 381, 382

Owner JULIETTE NIELAND

has been inspected in regard to compliance with local codes, ordinances and deed restrictions of the Town of Palm Beach Shores and has been approved for occupancy.

THIS CERTIFICATE further certifies that all requirements by the Florida State Board of Health and/or Florida Hotel Commission have also been approved.

Type Building TYPE 5, 2 STORY C.B.S.

Occupancy MULTI-FAMILY CONDO.

INSPECTIONS

FINALED DATE

Plumbing

5-12-89

Electrical

5-12-89

Building

5-12-89

Building Numbered

Construction Trash and Debris
Removed

5-12-89

Adjacent Lot Damage Repaired

5-12-89

5-12-89

Date Issued

Robert F. Slater
ROBERT F. SLATER

Building Official

OCEANVIEW CONDOMINIUM ASSOCIATION

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DECLARATION OF CONDOMINIUM

OF

OCEANVIEW CONDOMINIUM

Palm Beach Shores
Palm Beach County, Florida

MADE this ____ day of _____, 1988, by JULIETTE NIELAND, (hereinafter called the "Developer"), for herself, her successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

ARTICLE I

PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and the improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, (hereinafter called the "Condominium Act").

A. Name and Address. The name by which this condominium is to be identified as OCEANVIEW CONDOMINIUM, which is located at 115 Bamboo Road, Palm Beach Shores, Palm Beach County, Florida 33404.

B. The Land. The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are the following lands lying and being in Palm Beach County, Florida:

(See Schedule A attached hereto and made a part hereof.)

which lands are called "the land".

ARTICLE II

DEFINITIONS

The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (718 Florida Statutes), and as follows, unless the context otherwise requires:

A. Dwelling Unit, a Unit and Apartment means "Unit" as defined by the Condominium Act, and the terms dwelling unit, apartment, and unit shall be used interchangeably in this Declaration and have the same meaning.

B. Dwelling Unit Owner means owner as defined by the Condominium Act.

C. Association means Oceanview Condominium Association, Inc., as lawfully amended from time to time, and its successors.

D. Common Elements. The portion of the condominium property not included in the units.

E. Limited Common Elements means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units, as specified in the Declaration of Condominium.

F. Common Expenses Include:

1. Expenses of administration; expenses of maintenance, operation, repair and replacement of the common elements of the portion of the dwelling units to be maintained by the Association.

2. Expenses declared common expenses by the provisions of the Declaration or by the By-Laws.

3. Any valid charge against the condominium property as a whole.

G. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

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

I. Utility services, as used in the Condominium Act and construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, water and garbage and sewage disposal.

J. 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, over the amount of the common expenses.

K. Share means the percentage interest each apartment owner has in the common elements, common expense and common surplus.

L. Voting Rights shall mean those rights of a member of the Association to vote upon the matters presented at properly called and constituted meetings of the Association.

M. Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the apartment and apartment owner.

N. Special Assessment means a share of the funds required for the payment of common expenses, which are unbudgeted or for which insufficient provision is made in the budget, occasioned by unforeseeable and fortuitous events, which, from time to time is assessed against the apartment owner.

ARTICLE III

SWIMMING POOL ACCESS EASEMENT

The Developer hereby reserves the right to develop another condominium on Lot 379, which is contiguous to this Condominium. The owners of those units, if and when they are constructed, are hereby granted the right to the use of the swimming pool under the same terms and conditions as provided for herein. Further, in order to be entitled to such use, each owner in that building shall be required to pay their share of the monthly maintenance of the pool facility, which shall be an equal share with all unit owners in Oceanview Condominium.

ARTICLE IV

DEVELOPMENT PLAN

The condominium is described and established as follows:

A. Survey. The survey of the land, showing the improvements on it, is attached hereto as Exhibit A.

B. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications therefore prepared by Robert F. Somberg, of which plans are attached as Exhibit A.

C. Improvements - General Description.

1. Apartment Building. The condominium consists of Two (2) floors consisting of a total of sixteen (16) units.

D. Dwelling Unit Boundaries. Each dwelling unit, which term, as used in this subsection concerning boundaries, shall include that part of the building containing the dwelling unit that lies within the boundaries of the dwelling unit; which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the dwelling unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- a. Upper Boundary - the horizontal plane of the undecorated finished ceiling.
- b. Lower Boundary - the horizontal plane of the undecorated finished floor.

2. Perimetrical boundaries. The perimetrical boundaries of the dwelling unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

- a. Exterior building walls. The intersecting vertical plane cent to, which includes the exterior of, the outside walls of the apartment building bounding a dwelling unit and the fixtures thereon, and when there is attached to the building a terrace, or other portion of the building serving only the dwelling unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. Notwithstanding any of the foregoing to the contrary, in the event maintenance, repair or replacement of windows, screens, balconies and doors providing ingress and egress to the units are needed in regard to a particular unit or units (and such maintenance, repair or replacement is not being done or needed in connection with the maintenance, repair or replacement of such limited common elements of units in the condominium generally), the expense of same shall be borne by and/or assessed against the individual unit owner.
- b. Interior building walls. The vertical planes of the undecorated finished interior of the walls bounding a dwelling unit extended to intersection with other perimetrical boundaries with the following exceptions:
 - (1) When the walls between dwelling units are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.
 - (2) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

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

F. Easement for unintentional and non-negligent encroachments. In the event that any apartment shall encroach upon any common property for any reason not caused by the purposeful or negligent act of the apartment owner or owners, or agents of such, an easement shall exist for the continuance of such encroachment on to the common property for so long as such encroachment shall naturally exist; and, in the event that any portion of the common property shall encroach upon any apartment, then an easement shall exist for the continuance of any encroachment of the common property into any apartment for so long as such encroachment shall naturally exist.

G. Common Elements. The common elements include the land and all other parts of the condominium not within the dwelling units.

H. Limited Common Elements. There are sixteen (16) assigned parking spaces each of which shall be assigned pursuant to Article VI, C.2. and shall be Limited Common Elements.

ARTICLE V

AMENDMENT OF PLANS

A. Alteration of apartment plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered. No such change shall increase the number of dwelling units nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, dwelling unit owners, and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one dwelling unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned.

B. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of dwelling unit plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, dwelling unit owners or leinors or mortgages of dwelling units or of the condominium, whether or not elsewhere required for an amendment.

ARTICLE VI

THE DWELLING UNITS

The dwelling units of the condominium are described more particularly and the rights and obligations of their owners are established as follows:

A. Typical Dwelling Unit Plans. The typical dwelling unit floor plans which are located in the Condominium are described by building plans attached as a portion of Exhibit A.

B. Dwelling Unit Numbers. The dwelling units are numbered as shown on Exhibit A which is attached hereto.

C. Appurtenances to Dwelling Units. The owner of each dwelling unit shall own a share and a certain interest in the condominium property, which share and interest are appurtenant to his dwelling unit, including, but not limited to the following items which are appurtenant to the several dwelling units as indicated:

1. Common Elements and Common Surplus. The undivided share in the land other common elements, and in the Common Surplus, to each dwelling unit shall be set forth in Exhibit A.

2. Automobile Parking Space. The common elements include parking areas for automobiles of dwelling unit owners. One (1) exclusive parking space will be a limited common element designated to a particular apartment. Other parking spaces shall also be assigned and shall be limited common elements. Other spaces not so

assigned shall be common elements and considered guest parking.

3. Association Membership. The membership of each dwelling unit owner in the Association and the interest of each dwelling unit owner in the funds and assets held by the Association.

D. Liability for Common Expenses. Each dwelling unit to be liable for a share of the common expenses, such share to be the same as the undivided share in the land and other common elements and in the common surplus as set forth in Article VI C(1) of this Declaration of Condominium.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT

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

A. Dwelling Units.

1. By the Association. The Association shall maintain, repair, and replace at the Association's expense:

- a. All portions of a dwelling unit, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of dwelling units, floor and ceiling slabs, load-bearing columns and load-bearing walls.
- b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a dwelling unit maintained by the Association; and all such facilities contained within a dwelling unit that service part or parts of the condominium other than the dwelling unit within which contained.
- c. All incidental damage caused to a dwelling unit by such work shall be repaired promptly at the expense of the Association.

2. By the Dwelling Unit Owner. The responsibility of the dwelling unit owner shall be as follows:

- a. To maintain, repair and replace at his expense all portions of his dwelling unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other dwelling unit owners.
- b. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the approval of the Association.
- c. To promptly report to the Association any defect or need for repairs for which the Association is responsible.
- d. To maintain, replace and repair all hurricane shutters on the exterior of his dwelling unit; provided, however, that the Association shall have the authority to approve the purchase and initial installation of same.

3. Alteration and Improvement. Except as elsewhere provided, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of them or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all units in which the work is to be done and the approval of the Board of Directors of the Association. If the alteration and improvement will change the appearance of any portion of the

exterior of the apartment building, the change in appearance shall be approved also by the owners of 75% of the common elements at a meeting of unit owners called for that purpose. A copy of plans for all the work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of work.

B. Common Elements.

1. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.
2. Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements, except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any dwelling unit owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the dwelling unit owned, unless such owner shall approve the alteration or improvements, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other owners in the shares that their shares in the common elements bear to each other. In the event that such alteration or improvement is exclusively or substantially exclusively for the benefit of the dwelling unit owner or owners requesting same, then in such event the requesting apartment owner or owners shall be assessed therefor in such proportions as they approve jointly, and failing such approval in such proportions as may be determined by the Board of Directors of the Association. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.
3. Limited Common Elements. The provisions of Paragraphs 1 and 2 above shall also be applicable to the limited common elements.

ARTICLE VIII

ASSESSMENTS

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

A. Share of Common Expenses. Each dwelling unit owner shall be liable for a proportionate share of the common expenses, such shares being the same as the undivided share in the common elements appurtenant to the dwelling unit owned by him. Each dwelling unit owner shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the dwelling unit owned by him. Provided, however, that if services are made available to dwelling unit owners from a revenue producing operation, no assessment on account of such services shall be made against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a first mortgage upon a dwelling unit, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; but this shall not preclude such an assessment against an occupant of a dwelling unit owned by such an institution for services voluntarily accepted by the occupant. The shares of any cost or loss not so assessed shall be assessed to the other dwelling unit owners in the shares that their shares in the common elements bear to each other.

B. Interest; Application of Payments. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall be subject to a late charge of \$25.00 per billing period. All payments upon account shall be first applied to late charges.

C. Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

D. Rental Pending Foreclosure. In any foreclosure of a lien for assessments the owner of the dwelling unit subject to the lien shall be required to pay a reasonable rental for the dwelling unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

E. Assessments Pending Foreclosure. When the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such apartment or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure until said apartment is either sold or leased by the first mortgage holder, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.

F. Developer's Responsibility for Assessments. The Developer gives to each and every condominium unit purchaser its guarantee that commencing with the date of recording of this Declaration and ending one (1) year from said date, unless otherwise extended by the Developer, or until control of the Association is turned over to unit owners, whichever shall first occur, the monthly maintenance assessments for common expenses shall not exceed that amount per month per unit that is set forth in the Proposed Budget. In addition, the Developer obligates itself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners. During the period of Developer guarantee the Developer shall be excused from the payment of his pro rata share of assessments.

ARTICLE IX

ASSOCIATION

The operation of the condominium shall be by OCEANVIEW CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

A. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit B.

B. The By-Laws. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached hereto as Exhibit C.

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

D. Restraint Upon Assignment of Shares in Assets. The share of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his dwelling unit.

E. Approval or Disapproval of Matters. Whenever the decision of a dwelling unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

ARTICLE X

INSURANCE

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

A. Authority to Purchase; Named Insured. All insurance policies upon the condominium property shall be purchased by the Association and shall be placed in a single company, if possible. The named insured shall be the Association individually and as agent for the dwelling unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of dwelling unit owners. Such policies shall provide that payment by the insurer for losses shall be made to the Insurance Trustee for the benefit of the beneficial dwelling unit owners, and all policies and their endorsements shall be deposited with the Insurance Trustee, and with the mortgagee if required by the mortgagee. The dwelling unit owners may obtain coverage at their own expense upon their personal property and for their liability and living expense.

B. Coverage.

1. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:
 - a. loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
 - b. such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including but not limited to vandalism, malicious mischief, windstorm and water damage.
2. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile coverages, and with cross liability endorsement to cover liabilities of the dwelling unit owners as a group to a dwelling unit owner.
3. Workmen's compensation policy to meet the requirements of the law.
4. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the dwelling unit owner in accordance with the undivided share in the common elements appurtenant to the dwelling unit owned by him. The Developer shall pay the first year's premium, beginning with the issuance of the final certificate of occupancy; provided, however, at the time of closing on each unit, purchaser shall reimburse Developer for purchaser's prorated share of such premium.

D. Insurance Trustee; share of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the dwelling unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, which shall be a bank in Florida with trust powers, as may be designated as Insurance Trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the dwelling unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee. The Insurance

Trust Agreement shall be entered into and any trustee's fees shall be paid at such time as any damage shall occur as contemplated in this Articles. It shall be the duty of the Board of Directors to enter into such Agreement and pay all fees for the Association funds without delay. Provided, however, such Agreement shall not be necessary unless the damage is in excess of \$10,000.00.

1. Common Elements. Proceeds on account of damage to common elements: an undivided share for each dwelling unit owner, such share being the same as the undivided share in the common elements appurtenant to his dwelling unit.
2. Dwelling Units. Proceeds on account of damage to dwelling units shall be held in the following undivided shares:
 - a. When the building is to be restored - for the owners of damaged dwelling units in proportion to the cost of repairing the damage suffered by each dwelling unit owner, which costs shall be determined by the Association;
 - b. When the building is not to be restored - an undivided share to each dwelling unit owner, such share being the same as the undivided share in the common elements appurtenant to his dwelling unit.
3. Mortgagee. In the event a mortgagee endorsement has been issued as to a dwelling unit, the share of the dwelling unit owner shall be held for the mortgagee and the dwelling unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the dwelling unit owner and mortgagee pursuant to the provisions of this Declaration.
- E. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:
 1. Expense of Trust. All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.
 2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds which remain after defraying such costs shall be distributed to the beneficial owners, remittances to dwelling unit owners and their mortgagees being payable jointly to them as their interest may appear. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.
 3. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to dwelling unit owners and their mortgagees being payable jointly to them as their interests may appear. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.
 4. Certificate. In making distribution to dwelling unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the dwelling unit owners and their respective shares of the distribution.
- F. Association as Agent. The Association is irrevocably appointed agent for each dwelling unit owner and for each owner of a mortgage or other lien upon a dwelling unit and for each owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

ARTICLE XI

RECONSTRUCTION OR REPAIR AFTER CASUALTY

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

1. Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the condominium shall be terminated.
2. Apartment Building.
 - a. Lesser damage. If the damaged improvement is the apartment building and if dwelling units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.
 - b. Major damage. If the damaged improvement is the apartment building and if dwelling units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.
3. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged dwelling units, which approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those parts of a dwelling unit for which the responsibility of maintenance and repair is that of the dwelling unit owner, then the dwelling unit owner shall be responsible for the reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair shall be that of the Association.

D. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, including the aforesaid fees and premiums, assessments shall be made in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to each owner's share in the common elements.

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

1. Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.
2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against dwelling unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner and order:
 - a. Association - Lessor Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.
 - b. Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the construction fund that is held by the Insurance Trustee shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
 - c. Dwelling Unit Owner. The portion of the insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a dwelling unit owner shall be paid by the Insurance Trustee to the dwelling unit owner, or if there is a mortgagee endorsement as to the dwelling unit, then to the dwelling unit owner and the mortgagee jointly as their interests may appear, who may use such proceeds as they may be advised.
 - d. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.
 - e. Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the dwelling unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a dwelling unit owner; and further provided that when the Association, or a mortgagee that

is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

ARTICLE XII

USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building or buildings in useful condition exist upon the land.

A. Dwelling Units. Each of the dwelling units shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. Except as reserved to the Developer, no dwelling unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the dwelling units being affected. All living areas of the second floor units except the foyer, bathrooms and kitchen must have a floor covering that will prevent the transfer of sound to the unit below, such material to be approved by developer prior to installation.

B. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the dwelling unit owners.

C. Common Use Property. All common use property shall be used only for the purposes for which such property is intended in the furnishing of services and facilities for the enjoyment of the dwelling unit owners.

D. Nuisances. No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed. No dwelling unit owner shall permit any use of the common elements that will increase the cost of insurance upon the condominium property. The term "nuisance" as used herein shall be as determined by the Board of Directors.

E. Pets. No apartment or portion of the condominium property operated by the Association shall be occupied by any pet.

F. Children. No apartment or portion of the condominium property operated by the Association shall be occupied full-time by children. However, children who are family members of unit owners may visit such unit owners from time to time.

G. Parking. Only conventional passenger cars shall be permitted to park on the condominium property. The definition of passenger cars for purposes of this paragraph shall be deemed to specifically exclude vans, trucks and campers of any kind as well as motorcycles, boats, boat trailers and any vehicle deemed by the Association to be unsightly and therefor detracting from the Condominium area.

H. Exterior of Windows and Patios. Windows may not be covered with any sun resistant material, the exterior side of any drapes or window shades shall be a neutral tone, and patio's shall not be otherwise enclosed without the prior written consent of the Board of Directors. Accordion type hurricane shutters may be used with the prior written approval of the Board of Directors as to location.

I. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

J. Leasing. After approval by the Association elsewhere required, entire dwelling units may be rented, provided the occupancy is only by the lessee and his family, servants and guests. No rooms may be rented and no transient tenants may be accommodated. All leases shall be for a period of not less than three (3) months.

J. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all dwelling unit owners and residents of the condominium upon request.

K. Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the dwelling units of the condominium, neither the dwelling unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the dwelling units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office and the showing of the property and the display of signs. Said Developer shall be responsible for any assessments as outlined in Article VIII, (F), which may be levied by the Association against any dwelling unit or units owned by said Developer, and shall comply with the terms and provisions hereof.

L. Guests. Guests may occupy dwelling units of the owner of the dwelling unit upon presentation to the Board of Directors of the Association written permission of the owner.

ARTICLE XIII

MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the dwelling units, the transfer of dwelling units by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the apartment building is in useful condition, which provisions each dwelling unit owner covenants to observe:

A. Transfer Subject to Approval.

1. Sale. No dwelling unit owner may dispose of a dwelling unit or any interest in a dwelling unit by sale without the approval of the Association.
2. Lease. No dwelling unit owner may dispose of a dwelling unit, or any interest in a dwelling unit, by lease without the approval of the Association.
3. Gift. If any dwelling unit owner shall acquire his title by gift, the continuance of his ownership of his dwelling unit shall be subject to the approval of the Association.
4. Devise or Inheritance. If any dwelling owner shall acquire his title by devise or inheritance, the continuance of his ownership of his dwelling unit shall be subject to the approval of the Association.
5. Other Transfers. If any dwelling unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his dwelling unit shall be subject to the approval of the Association.

B. Approval by the Association. The approval of the Association that is required for the transfer of ownership of dwelling units shall be obtained in the following manner:

1. Notice to Association.

- a. Sale. A dwelling unit owner intending to make a bona fide sale of his dwelling unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the dwelling unit owner's option may include a demand by the dwelling unit owner that the Association furnish a purchaser of the dwelling if the proposed purchaser is

not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

- b. Lease. A dwelling unit owner intending to make a bona fide lease of his dwelling unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.
- c. Gift; Devise or Inheritance; Other Transfers. A dwelling unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the dwelling unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title. In the case of an inheritance, a certified copy of the Personal Representative's appointment together with his statements as to the terms of the Will devising the unit will suffice.
- d. Failure to give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a dwelling unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received notice on the date of such disapproval. The required notice to the Association shall always contain letters of personal and business reference regarding the prospective purchaser or lessee.

2. Certificate of Approval.

- a. Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.
- b. Lease. If the proposed transaction is a lease, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the lessee.
- c. Gift; Devise or Inheritance; Other Transfers. If the dwelling unit owner giving notice has acquired title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the dwelling unit owners' ownership of his dwelling unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the dwelling unit owner. In the event a family member over the age of 18 shall acquire the unit such approval may not be unreasonably withheld.

C. Disapproval by Association. If the Association shall disapprove a transfer of ownership of a dwelling unit, the matter shall be disposed of in the following manner:

- 1. Sale. If the proposed transaction is a sale and if the notice of sale given by the dwelling unit owner shall so demand, then within thirty

(30) days after receipt of such notice and information, the Association shall deliver or mail by registered mail to the dwelling unit owner an agreement to purchase the dwelling unit concerned by a purchaser approved by the Association who will purchase and to whom the dwelling unit owner must sell the dwelling unit upon the following terms:

- a. At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their separate appraisals of the dwelling unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
 - b. The purchase price shall be paid under the terms as outlined in the disapproved contract, or paid in cash, at the option of the seller.
 - c. The sale shall be closed within fifteen (15) 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.
 - d. A certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.
 - e. If the Association shall fail to provide a purchaser upon demand of the dwelling unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of purchaser.
2. Lease. If the proposed transaction is a lease, the dwelling unit owner shall be advised of the disapproval in writing and the lease shall not be made.
3. Gift; Devise or Inheritance; Other Transfers. If the dwelling unit owner giving notice has acquired title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the dwelling unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the dwelling unit owner an agreement to purchase the dwelling unit concerned by a purchaser approved by the Association who will purchase and to whom the dwelling unit owner must sell the dwelling unit upon the following terms:
- a. The sale price shall be the fair market value determined by agreement between the seller and the purchaser within fifteen (15) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the dwelling unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
 - b. The purchase price shall be paid in cash.
 - c.

The sale shall be closed within ten (10) days following the determination of the sale price.

- d. A certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.
- e. If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchaser, the ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the dwelling unit owner.

D. Mortgage. No dwelling unit owner may mortgage his dwelling unit nor any interest in it without the approval of the Association, except to the developer, a bank, life insurance company or any financial institution, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

E. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the dwelling unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a dwelling unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Provided, however, such acquirer shall not convey such unit to one who is precluded from occupancy by the terms of this Declaration.

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

G. Rental by Developer. Notwithstanding any of the provisions hereinabove contained, the provisions of this Article XIII shall not be applicable to the Developer of the condominium property, and the Developer is irrevocably authorized, permitted and empowered to sell, lease or rent condominium parcels to any purchaser or lessee approved by it upon such terms and conditions as said parties determine are acceptable to it, and specifically the Developer may sell, lease or rent condominium parcels without procuring the consent of the Association, its officers, directors or members, or unit owners. The Developer shall have the right to transact any business on the condominium property necessary to consummate sales of condominium parcels, including, but not limited to, the right to maintain models, having signs identifying the condominium property and advertising the sale of condominium parcels, maintaining employees in the offices, and common elements on the condominium property, and to show units for sale. The sales office, the furniture and furnishings in the model apartments, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold condominium parcels, Developer's rights as the owner of said unsold parcels shall be the same as all other unit owners in said condominium property, excepting that Developer will not be subject to the provisions of paragraphs A, B, C and D hereof, and Developer, as the owner of condominium parcels, shall have one vote in the Association for each unsold condominium parcel. All of the foregoing being subject to the requirements of Chapter 718, Florida Statutes, as set forth in the By-laws of the Association attached hereto as Exhibit C.

H. Signs. No "For Sale" or "For Rent" signs shall be displayed by any individual dwelling unit owner, other than the Developer, in any dwelling unit nor on any of the condominium premises.

ARTICLE XIV

COMPLIANCE AND DEFAULT

Each dwelling unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a dwelling unit owner to comply with such documents and regulations shall entitle the Association or other dwelling unit owners to the following relief in addition to the remedies provided by the Condominium Act.

A. Negligence. A dwelling unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agent or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A dwelling unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a dwelling unit or its appurtenances, or of the common elements, by the dwelling unit owner.

B. Costs and Attorney's Fees. In any proceedings arising because of an alleged failure of a dwelling unit owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

C. No Waiver of Rights. The failure of the Association or any dwelling unit owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Regulations, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XV

AMENDMENTS

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

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

B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by 10% of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than 2/3 of the entire membership of the Board of Directors and by not less than 2/3 of the votes of the entire membership of the Association; or
2. Not less than 75% of the votes of the entire membership of the Association; or
3. Until the first election of directors, only by all of the directors, provided the amendment does not increase the number of dwelling units nor alter the boundaries of the common elements.

C. Proviso. Provided, however, that no amendment shall discriminate against any dwelling unit owner nor against any dwelling unit or class or group of apartments, unless the dwelling unit owners so affected shall consent; and no amendment shall change any dwelling unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the dwelling unit concerned and all record owners of mortgages on such dwelling unit shall join in the execution of the amendment. Neither shall an amendment make

any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own five (5) or more condominium units in the Condominium.

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

ARTICLE XVI

TERMINATION

The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

A. Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

B. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of dwelling units and all record owners of mortgages on dwelling units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting shall give notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgage upon the dwelling units, is obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the dwelling units of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased, an agreement to purchase signed by the record owners of dwelling units who will participate in the purchase. Such an agreement shall indicate which dwelling units will be purchased by each participating owner and shall require the purchase of all dwelling units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.
2. Price. The sale price for each dwelling unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the dwelling unit and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
3. Payment. The purchase price shall be paid in cash.
4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

C. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

D. Share of Owners after Termination. After termination of the condominium, the dwelling unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owner's dwelling units prior to the termination.

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

ARTICLE XVII

SEVRABILITY AND CONCLUSION

The invalidity in whole or in part of any covenant or restriction or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, Articles of Incorporation, By-Laws or Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Declarer has executed this Declaration of Condominium the day and year first above written.

Signed, sealed and delivered in the presence of:

By _____
Juliette Nieland, Developer

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Juliette Nieland well known to me to be the Developer of OCEANVIEW CONDOMINIUM, and she acknowledged before me that she did, execute the foregoing Declaration of Condominium and that the execution of said Declaration and that the same was executed for the uses and purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, 1988.

(NOTARY SEAL)

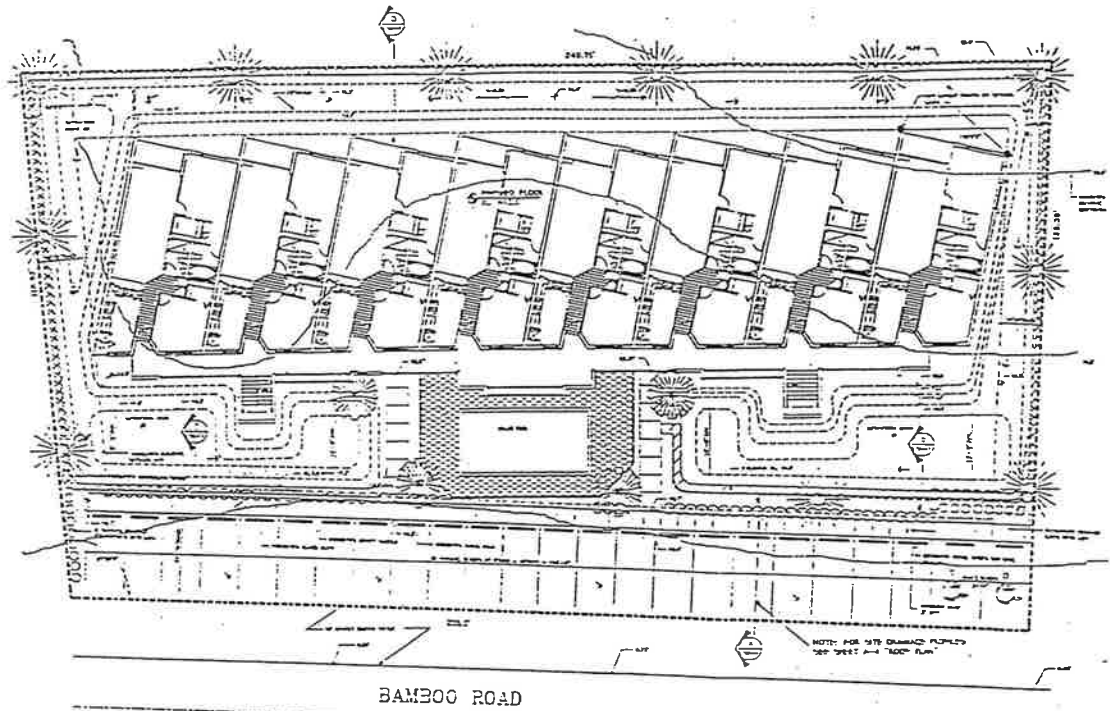
Notary Public, State of Florida

My Commission Expires: _____

EXHIBIT A TO DECLARATION OF CONDOMINIUM
SURVEY AND SITE PLAN

HOLIDAY HOUSE

LOCATION
Palm Beach Shores, FL



BAMBOO ROAD

SITE DATA

1. PROJECT NAME: HOLIDAY HOUSE
2. PROJECT LOCATION: PALM BEACH SHORES, FL
3. PROJECT OWNER: [REDACTED]
4. PROJECT ARCHITECT: [REDACTED]
5. PROJECT ENGINEER: [REDACTED]
6. PROJECT DATE: [REDACTED]
7. PROJECT SCALE: 1/4" = 1'-0" (HORIZONTAL), 1/8" = 1'-0" (VERTICAL)
8. PROJECT STATUS: [REDACTED]
9. PROJECT NOTES: [REDACTED]

SITE PLAN

LANDSCAPE LEGEND

SYMBOL	DESCRIPTION
[Symbol]	PLANTING COMMON
[Symbol]	PLANTING SPECIES
[Symbol]	PLANTING QUANTITY
[Symbol]	PLANTING NOTES

DRAINAGE DATA

1. DRAINAGE SYSTEM: [REDACTED]
2. DRAINAGE PATTERN: [REDACTED]
3. DRAINAGE NOTES: [REDACTED]

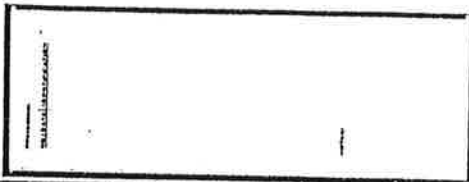
ROBERT F. SCHWING ARCHITECT, P.A.

DATE	10/1/81
BY	RS
CHECKED BY	RS
APPROVED BY	RS

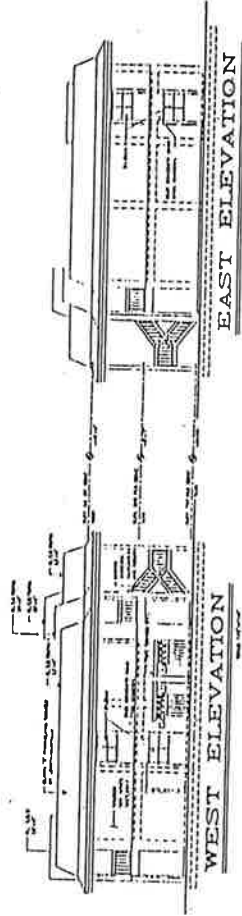
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Palm Beach Shores, FL

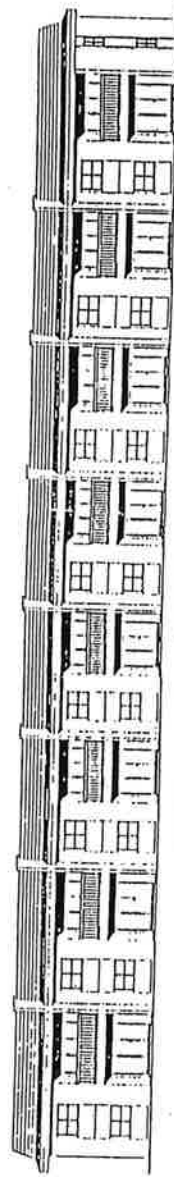


SOUTH ELEVATION



WEST ELEVATION

EAST ELEVATION

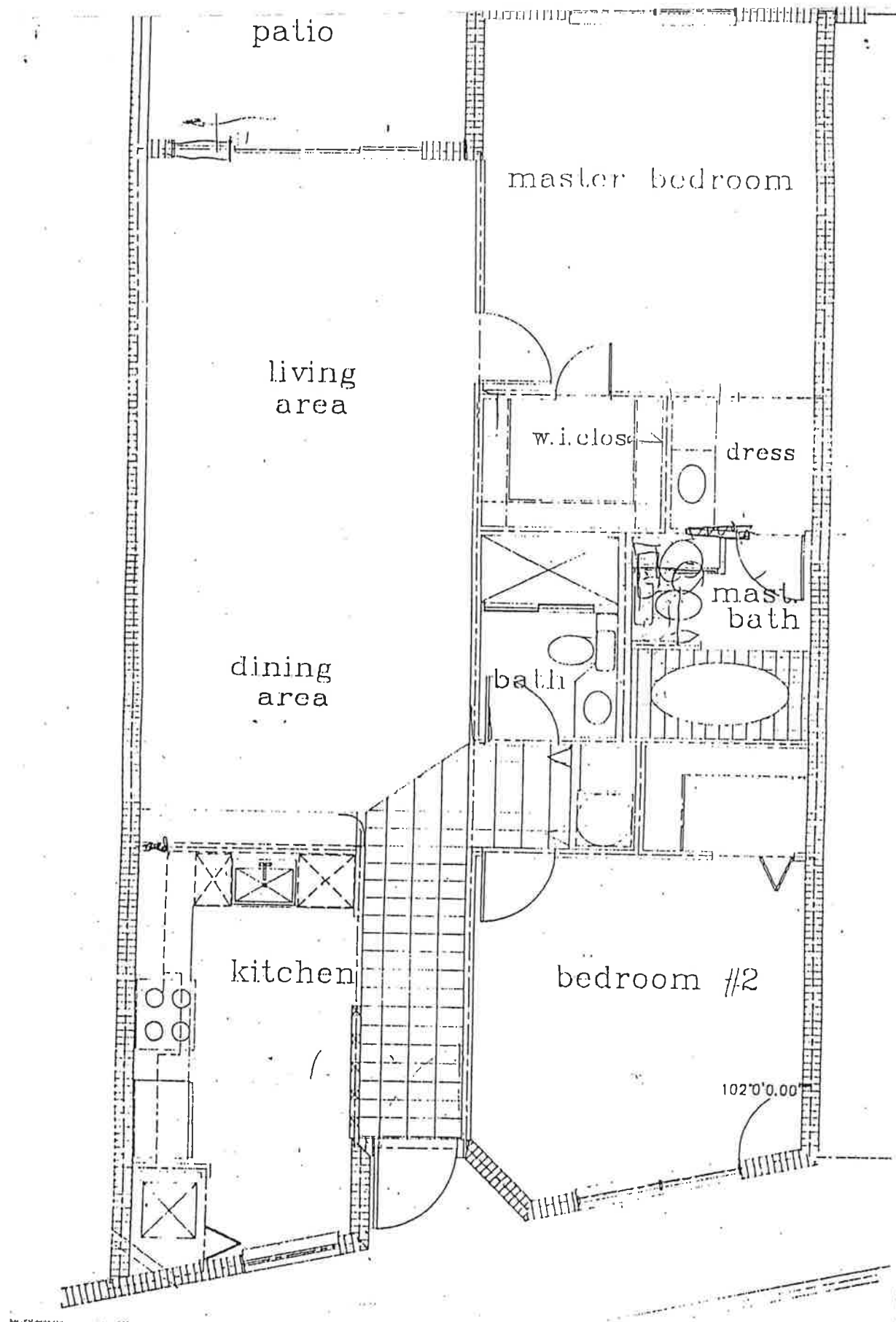


NORTH ELEVATION



NO.	DESCRIPTION	DATE	BY	CHECKED
1
2
3
4
5
6
7
8
9
10

NOT TO SCALE
 1/8" = 1'-0"



LEGAL DESCRIPTION

Lots 380 through 382, according to the Plat of Palm Beach Shores, as recorded in Plat Book 23, at Pages 29 through 32, in and for the Public Records of Palm Beach County, Florida.

Containing in all 0.659 acres, more or less.

Subject to rights-of-way, easements and other matters of record.

EXHIBIT B TO DECLARATION OF CONDOMINIUM
ARTICLES OF INCORPORATION
OCEANVIEW CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION

OF

OCEANVIEW CONDOMINIUM ASSOCIATION, INC.
(A Florida corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I

The name of this corporation shall be as indicated in the title of this instrument. This corporation shall hereinafter be referred to as the "Association".

ARTICLE II

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", to operate that certain Condominium, bearing the same name as the Association, (hereinafter referred to as the "Condominium"), as OCEANVIEW CONDOMINIUM, Palm Beach Shores, Florida.

ARTICLE III

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to corporations not for profit except where the same are in conflict with the Declaration of Condominium and Exhibits attached hereto.

2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association except as limited herein, as specified in the Declaration of Condominium and §718.111, Fla. Stat., including, but not limited to:

(a) To make and establish Rules and Regulations governing the use of the Condominium Property.

(b) To levy and collect assessments against members of the Association to defray the expenses of the Condominium as provided for in the Declaration of Condominium and Exhibits attached therefor.

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

(d) To contract for the management of the Condominium and to delegate in such contract all or any part of the powers and duties of the Association.

(e) To enforce the provisions of said Declaration of Condominium and Exhibits attached thereto and the Rules and Regulations governing the use of said Condominium.

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

(g) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association.

The provisions of the Declaration of Condominium and Exhibits attached hereto which provide for the conduct of the affairs of the Association and create, divide, limit and regulate the powers of the Association, directors and members shall be deemed provisions hereof.

ARTICLE IV

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

1. The owners of all Units in the Condominium and the Subscribers to this Certificate of Incorporation shall be members of the Association. No other persons or entities shall be entitled to membership. Membership of the subscribers shall terminate upon the Developer being divested of all units in the condominium and control of the Association is turned over to the members.

2. Subject to the provisions of the Declaration of Condominium and the Bylaws of the Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium. The membership of any party shall be automatically terminated upon his being divested of title to all Units owned by such member in the Condominium. Membership is non-transferable except as an appurtenance to a Unit.

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

4. Until such time as the Condominium Property which this Association is intended to operate is submitted to Condominium ownership by the recordation of the Declaration of Condominium the membership of the Association shall be comprised of the Subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

ARTICLE V

The Association shall have perpetual existence.

ARTICLE VI

The principal office of the Association shall be located on the Condominium Property, Palm Beach Shores, Florida. The registered office of the Association shall be located at 115 Bamboo Road, Palm Beach Shores, Florida, 33404, and such registered agent at such address shall be Juliette Nieland.

ARTICLE VII

The affairs of the Association will be managed by a Board of Directors initially consisting of three directors who need not be members of the Association.

At such time as the members are entitled to elect all directors as set forth in §718.301, Fla. Stat., and subject to the provisions of the Bylaws, the Board of Directors shall consist of one director.

Directors of the Association shall be elected at the annual meeting, in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

The Directors named in these Articles shall serve pursuant to the Bylaws and the Condominium Act and any vacancies in their number occurring shall be filled as the Bylaws provide.

The name and address of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Juliette Nieland

115 Bamboo Road
Palm Beach Shores, FL 33404

ARTICLE VIII

Subject to the provisions of the Bylaws, the Officers of the Association shall be elected by the Board of Directors. Officers shall serve at the pleasure of the Board. The names of the Officers who shall serve until their successors are elected are as follows:

PRESIDENT: Juliette Nieland

ARTICLE IX

The original Bylaws of the Association shall be adopted by a majority vote of the Directors of the Association. The Bylaws may be altered or rescinded by the Board of Directors and the members of the Association subject to the provisions thereof.

ARTICLE X

These Articles of Incorporation may be amended in the following manner:

1. PROPOSAL. Amendments to these Articles may be proposed by the Board acting upon a vote of the majority of the Directors or by members of the Association having a majority of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.

2. CALL FOR MEETING. Upon any amendment to these Articles being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the Board and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required.

3. VOTE NECESSARY; FILING. In order for each amendment to become effective, the same must be approved by an affirmative vote of sixty-six per cent (66%) of the entire membership of the Board and by an affirmative vote of the members having fifty-one per cent (51%) of the votes in the Association. Such amendment shall be filed within ten (10) days from said approval with the Office of the Secretary of the State of Florida.

Notwithstanding the foregoing provisions of this Article, no amendment to these Articles of Incorporation may be adopted to become effective without the prior written consent of Developer. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium or which causes the Association or its members to violate any of the same.

ARTICLE XII

The share of any member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to a Unit. The funds and assets of the Association shall belong solely to the Association and are subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration of Condominium, and Exhibits attached thereto.

ARTICLE XIII

All the provisions of the Declaration and Exhibits attached thereto shall be deemed ratified and fully disclosed hereunder.

ARTICLE XIV

The Association does and shall indemnify its officers and directors as provided in the Bylaws.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 15th day of February, 1987.

Juliette Nieland
Juliette Nieland

I hereby accept the designation as Registered Agent as set forth in these Articles of Incorporation.

Juliette Nieland
Juliette Nieland

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared JULIETTE NIELAND, who after being duly sworn, acknowledged that she executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 15 day of February, 1987.

(NOTARY PUBLIC)

Teresa A. Rodgers
Notary Public, State of Florida at Large

My Commission Expires:

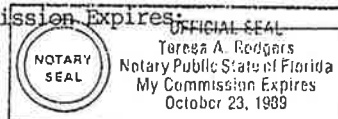


EXHIBIT C TO DECLARATION OF CONDOMINIUM

BYLAWS

OCEANVIEW CONDOMINIUM ASSOCIATION, INC.

BYLAWS
OF
OCEANVIEW CONDOMINIUM ASSOCIATION, INC.

A Corporation not for Profit Under
the Laws of the State of Florida

ARTICLE 1

GENERAL PROVISIONS

1.1 IDENTITY - PURPOSE. These are the Bylaws of that certain Condominium Association, a Florida corporation not for profit (Association) whose name appears in the title of the Document. This Association has been organized for the purpose of administering the affairs of the Condominium established pursuant to the Declaration thereof.

1.2 BYLAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these Bylaws are applicable to said Condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association, the Declaration of Condominium, which will be recorded in the Public Records of Palm Beach County, Florida, at the time said property is submitted to Condominium ownership.

1.3 APPLICABILITY. All Unit Owners, tenants and occupants, their agents, servants, invitees, licensees and employees who use the Condominium Property, or any part thereof, are subject to these Bylaws.

1.4 OFFICE. The office of the Association shall be at the Condominium Property or such other place designated by the Board of Directors of the Association.

1.5 SEAL. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

1.6 DEFINITIONS. All definitions set forth in the Declaration are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2

MEMBERSHIP, VOTING, QUORUM, PROXIES

2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles of Incorporation (Articles) and in these Bylaws.

2.2 QUORUM. Persons having fifty per cent (50%) plus one of the total votes of the Association, as the same is constituted from time to time, shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, within ten (10) days from the date thereof, shall constitute the presence of such person for the purpose of determining a quorum.

2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Member". If such certificate is not so filed the vote of such owners shall not be considered in determining a quorum or for any other purpose.

2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. Where a Unit is owned by more than one person or a corporation or other entity the proxy must be signed by the "voting member". No one person may be designated to hold more than five (5) proxies.

2.5 VOTING. In any meeting, each Unit Owner, subject to the provisions of Para-

graph 2.3 hereof, shall be entitled to cast one vote. Each Unit shall be entitled to one vote of such Unit which shall not be divisible.

2.6 MAJORITY. Except where otherwise required by the provisions of the Condominium Documents, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members. Where a greater percentage is required then that percentage shall be required to bind the members.

ARTICLE 3

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP; PROVISIO

3.1 ANNUAL MEETING. The annual members' meeting shall be held at such location in Palm Beach County, Florida, and at such time as designated in the Notice of Meeting, for the purpose of electing directors and officers and transacting any other business authorized to be transacted by members.

3.2 SPECIAL MEETINGS. Special meetings shall be held when called by the President or Vice President or by a majority of the Board of Directors, with the exception of the provisions of §718.112(2)(g), Fla. Stat., special meetings must be called by such officers upon receipt of a written request from members of the Association having a majority of the votes in the Association.

3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, to each member, unless such notice is waived in writing. Such notice shall be written and shall state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the members. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. Proof of such mailing shall be the Post Office certificate of mailing. Notice shall also be conspicuously posted on Condominium Property. Notwithstanding anything herein to the contrary, notice of annual meetings shall be governed by the provisions of §718.112, Fla. Stat.

3.4 NOTICE TO OTHERS. Developer and Institutional Mortgagees shall be entitled to notice of all Association meetings, entitled to attend the Association meetings, and may designate such persons as they desire to attend such meetings on it's behalf.

3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by the provisions of §718.112, Fla. Stat.

3.6 ADJOURNED MEETINGS. If any members' meeting cannot be convened because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present.

3.7 CONSENT. Whenever the vote of members at a meeting is required or permitted by these Bylaws, such meeting and vote may be dispensed with if fifty one per cent (51%) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

3.8 CHAIRMAN. At meetings of the membership, the President shall preside, or in the absence of the President, the Board of Directors shall elect a chairman.

3.9 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meeting, shall be:

- a. Calling of the roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes;

- d. Reports of Officers;
- e. Reports of Committees;
- f. Appointment by Chairman of Inspectors of Election;
- g. Election of Directors; subject, however, to all provisions of these Bylaws, the Articles of Incorporation and the Declaration;
- h. Unfinished business;
- i. New business;
- j. Adjournment.

3.10 FIRST MEETINGS. The First Meeting of the Association shall be held pursuant to the provisions of §718.301, Fla. Stat.

ARTICLE 4

BOARD OF DIRECTORS

4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of initially three persons and thereafter governed by the provisions of Paragraph 4.4 hereof.

4.2 FIRST BOARD. The first Board shall consist of three persons, none of whom need be members of the Association. The first Board shall consist of persons designated by the Developer, and they shall serve until their successors are elected pursuant to §718.301, Fla. Stat. and the provisions of this instrument.

a. Until such time as the members of the Association shall be entitled to elect all of the Directors, the Developer shall have the absolute right, at any time, in its sole discretion, to remove any non-association elected member or members of the Board and replace any such person or persons with another person or other persons to serve on said Board. Notice of such actions shall be given to the Association.

b. The first Board of Directors of the Association shall consist of the following persons: (1) Juliette Nieland; (2) Jack Nieland; (3) Chester Nieland.

The members of the first Board shall serve until such time as the Unit Owners other than Developer own fifteen per cent (15%) or more of the Units that will ultimately be operated by the Association at which time Unit Owners other than Developer shall elect one Director. The Developer shall designate what Director is to be replaced at the time of election of a Director by the Unit Owners. At such time as Unit Owners are entitled to elect not less than a majority of Directors, the number of Directors shall, if the Unit Owners desire to elect additional Directors, increase to five (three Unit Owners and two Developer-elected) Directors. Unit Owner Directors shall be elected "at-large" from among all the Buildings submitted to the Condominium.

4.3 ELECTION OF DIRECTORS. Subject to the provisions of subparagraph 4.3(e), and further subject to the right of the membership to re-elect the initial three (3) person Board of Directors, the election of Directors, other than the first Board, after there are no longer any Developer-appointed representatives on the Board, shall be conducted in accordance with §718.301, Fla. Stat. in the following manner:

a. There shall be five (5) Directors elected "at-large" from among all the Buildings submitted to Condominium ownership.

b. A nominating committee of five (5) members shall be appointed by the then existing Board not less than thirty (30) days prior to the Annual Members' Meeting. Nominations may also be made from the floor.

c. The election shall be by secret ballot and each Director shall be elected by a plurality of the votes cast. Each person voting shall be entitled to cast one vote.

d. Except as to vacancies created by removal of Directors by members,

vacancies in the Board occurring between annual meeting of members shall be filled by the remaining Directors, provided that the Directors shall be replaced by a person who resides in the same building as the vacancy.

e. For all purposes, it is agreed that the Officers and Directors who are Developer-appointed Officers and Directors, become Unit-Owner elected Officers and Directors at the earlier of (1) the Unit Owners being offered the opportunity to elect Directors as herein provided and either refuse to or neglect to elect new Directors, or (2) have an election and re-elect all or a part of the first Board to serve in such capacity.

Thereafter, the Board shall be considered as having been elected and controlled by the Association.

4.3.1 TRANSFER OF ASSOCIATION CONTROL. Unit Owners other than Developer are entitled to elect not less than a majority of the members of the Board:

(a) One hundred and twenty (120) days after seventy five per cent (75%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

(b) Three (3) years from the date of the first conveyance to a Unit Owner;

whichever is first.

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

4.5 REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for each meeting, unless notice is waived. Meetings shall be open to all Unit Owners. Meetings shall be held at a location convenient to the Unit Owners.

4.6 SPECIAL MEETINGS. Special meetings of the Board may be called by the Chairman or President. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

4.7 WAIVER. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.8 NOTICE. Developer shall be entitled to notice of all Board of Directors meetings, shall be entitled to attend the Board meetings, and may designate such persons as it desires to attend such meetings on its behalf.

4.9 QUORUM. A quorum at a Directors meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in these Articles, these Bylaws or the Declaration. If any Directors meeting cannot be convened because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (wherever the latter percentage of attendance may be required as set forth in the Articles, these Bylaws, or the Declaration) the Directors who are present may adjourn the meeting, from time to time, until a quorum or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by either signing and concurring in the minutes or in joining in the action contemplated thereby shall constitute the presence of such Director for all purposes except for determining a quorum, provided that the same be accomplished within ten (10) days from the date of the meeting or action.

4.10 PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the Chairman. In the absence of the presiding officer, the Directors present shall

designate one of their number to preside. The Chairman of the Board shall be elected at the Board's organizational meeting and shall serve for one year.

4.11 RESIGNATION. A Director may resign by giving written notice thereof to the Chairman. A Director shall be deemed to have resigned upon his termination of members in the Association (excepting First Board) or upon his default for thirty (30) days of any of the provisions or covenants of the Declaration and Exhibits attached therein.

4.12 POWERS AND DUTIES. All of the powers and duties of the Association may be exercised by the Board in the Board's sole discretion; provided, however, that in case of any action by the Board (after the First Board), which would involve the institution of substantial litigation, the same shall require majority approval of the Unit Owners. Such powers to be exercised by the Board shall include without limiting the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members' Units to defray the costs of the Condominium, and to use the proceeds of said assessments in exercise of the powers and duties granted to the Association. To collect and make payments pursuant to agreements entered into by the Association.

b. To adopt the budget of the Association upon majority vote of the directors, provided, however, that a revision of the budget or recall of directors pursuant to §718.112(2)(f) and (g), Fla. Stat. shall require a seventy-five per cent (75%) vote of the members of the Association. Provided, however, that the adoption of the budget at a Special Meeting, called pursuant to such statute, by the Unit Owners, if required, shall only require a simple majority vote. It is understood, however, that the failure of the Board or Unit Owners to adopt a budget shall not impair or affect the Unit Owners' obligations to pay their share of obligations of the Association or themselves, nor shall it affect the rights of third parties who are entitled to funds therefor in view of the requirements set forth in §718.112(s)(h), Fla. Stat.

c. The maintenance, repair, replacement, operation, improvement, and management of the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members;

d. The reconstruction of improvements after casualty and the further improvement of the property, real and personal;

e. To make and amend, by majority vote of the Board, rules and regulations governing the use of the property, real and personal, in the Condominium, so long as such rules and regulations or amendments thereto do not conflict with the right, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.

f. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

g. To contract for the management of the Condominium Property and to delegate to such contractor such powers and duties of the Association as the Directors deem fit. To lease or concession such portions thereof and to ratify and confirm any existing leases of any part of the Condominium Property.

h. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Condominium Property.

i. To pay all taxes and assessments of any type which are liens against any part of the Condominium Property, other than Units, and the appurtenances there-to and to assess the same against the members and their respective Units.

j. To carry insurance for the protection of the members and the Association against casualty and liability as required by the Declaration.

k. To pay all costs of power, water, sewer and other utility services rendered to the Condominium which are not the specific responsibility of the owners of the separate Units.

l. To employ personnel, for reasonable compensation, to perform the services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.

m. To enter any Unit during reasonable hours as may be necessary in accordance with the provisions of §718.111(5), Fla. Stat. and to effectuate the purposes of the Declaration and all Exhibits attached thereto, including these Bylaws, and to assure the compliance with all the terms thereof. To that end, the Association shall retain a pass key to all Units.

4.13 AUTHORITY OF FIRST BOARD. The undertakings and contracts authorized by the First Board including the first budget shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by a Board duly elected by the membership.

4.14 REMOVAL OF DIRECTORS. Except as elsewhere provided, at such time after the members of the Association are permitted to elect all except one of the Directors, should the members at any duly convened regular or special meeting desire, they may remove any such Director that said members have elected, with or without cause, by the affirmative vote of the voting members in the entire Condominium casting not less than a majority of the total votes present at any such meeting and a successor may immediately be elected to fill the vacancy thus created as elsewhere provided. Should the membership fail to elect a successor, the Board may fill the vacancy.

4.15 PROVISIO. Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the Developer as set forth in the Declaration, the Articles and these Bylaws, without the consent of those affected.

4.16 COMMITTEES. The Board may delegate portions of its responsibilities to committees established for that purpose.

4.17 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of Article VIII of the Declaration of Condominium setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

ARTICLE 5

OFFICERS

5.1 GENERALLY. The Officers of the Association shall be a President, one or more Vice Presidents, a Treasurer, a Secretary and, if desired, one or more Assistant Secretaries, all of whom shall be elected by the Board of Directors. They may be removed by a majority vote of the Directors at any meeting. Any person may hold two or more Offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 PRESIDENT. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members, from time to time as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The president shall be elected from the membership of the Board.

5.3 VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or President.

5.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the Directors and the members, attend to the giving and serving of all notices of the members and Directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the non-financial records of the Association, and shall perform all other duties incident to the Office of Secretary of an Association and as may be required by the Director or President.

The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.

5.5 TREASURER. The Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the Office of Treasurer.

5.6 FIRST OFFICERS. The first officers of the Association who shall serve until election of their successors, shall be those persons to amend in the Articles.

ARTICLE 6

FISCAL MANAGEMENT; ASSESSMENTS; LIENS

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

6.1 MANNER AND NOTIFICATION. The Board of Directors shall, as required by the Condominium Act, fix and determine the sums necessary to pay all the Common and Limited Common Expenses of the Condominium, including maintenance of property reserves, pursuant to the provisions of the Declaration, Articles and these Bylaws. All payments required by the aforementioned instruments, except as specified to the contrary therein, are Common Expenses of this Condominium. The same shall be assessed against the Unit Owners as provided in the Declaration and all the Exhibits attached thereto. Assessments for the first year (or pro rata portion thereof) of the operation of the Condominium Property shall be as set forth in a projected budget established by the Developer; subject, however, to the right to modify the same to adequately provide for the payment of such sums necessary to discharge the obligations of the Condominium.

6.2 PROPOSED BUDGET. A copy of the proposed annual budget shall be mailed to Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting. The proposed budget of Common Expenses shall, to the extent possible in a reasonable business context, be detailed and shown the amount budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in §718.504(20), Fla. Stat.

6.3 DEPOSITORY; WITHDRAWALS. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Should the Association employ a Management firm or Managing Agent, and should in the course of such employment said Management firm or Management Agent be charged with any responsibility concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Management Firm or Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of such agreement. The provisions of the preceding sentence shall, where applicable, apply to the provisions of Paragraphs 6.3 and 6.4 hereof.

6.4 RECORDS. The Association shall maintain those records and make available written summaries thereof as required by §718.111(7), Fla. Stat.; subject, however, to the provisions of the Declaration.

6.5 FIDELITY BONDS; PROVISIO. Fidelity bonds shall be obtained on all Officers or Directors of the Association who control or disburse Association funds. The amount of such bonds shall be determined by the Directors. The premiums on each bond shall be paid by the Association.

6.6 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year; provided, however that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems advisable.

6.7 PAYMENTS OF ASSESSMENTS. Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Unit Owners in the pro-

portions or percentages provided in the Declaration. Said assessments shall be payable monthly, in advance, without notice, and shall be due on the first day of each month. Until further notice, assessments shall be made to the order of "Tequesta Cove Condominium Association, Inc.", and shall be payable at the office of the Developer. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. Failure to pay any assessment within ten (10) days from the date due, shall entitle the Association to levy a Twenty Five Dollar (\$25.00) late charge against the defaulting Unit Owner. Each Unit Owner agrees that such late charge is not in the nature of a penalty as damages on account of late payments are impossible to ascertain.

6.8 ACQUISITION OF UNITS. At any foreclosure sale of a Unit the Board may acquire, in the name of the Association or its designee, the Unit being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien for assessments. The power to acquire a Unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Association to do so - the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Board.

6.9 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN. In the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the Unit Owner shall include liability for reasonable attorneys' fees and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit pendente lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE 7

COMPLIANCE

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the non-payment of an assessment) by the Unit Owner of any of the provisions of the Condominium Documents or Rules and Regulations adopted pursuant to any of the same, the Board shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if each violation shall continue for a period of thirty (30) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable, and material breach thereof, and may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Upon finding by a Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit Owner and sent to the Board, shall authorize any Unit Owner to bring an action in equity or suit at law, on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as the charge was a part of the Common expenses attributable to said Unit. In the event of a default making the notice period impractical, the Board may take such action, including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments as it deems advisable.

7.2 LIABILITY OF UNIT OWNERS. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to

said Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to said Unit.

7.3 GENERAL LIABILITY. Liability of Unit Owners shall be governed, in addition to the provisions hereof, by §718.119, Fla. Stat.

7.4 LIABILITY OF UNIT OWNERS TO DEVELOPER. In the event that the Association, on its own behalf or as a representative of the Unit Owners, incurs liability to Developer, the same shall be deemed the joint and several responsibilities of both the Association and the Unit Owners and Developer may proceed to collect the same in their own name. This covenant is for the benefit of the Developer and may not be modified except with the written consent of Developer.

7.5 NO WAIVER. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by any of the provisions of the Declaration shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

7.6 SURVIVING LIABILITY. Termination of membership in the Association shall not relieve any Unit Owner from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

7.7 EXCESS LIABILITY. The Association shall give notice to the Unit Owners of excess liability as provided in §718.119(3), Fla. Stat.

ARTICLE 8

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair the Condominium Property, it shall not be liable for injury or damage caused by a latent condition in the property or for injury or damage caused by the elements or by other persons.

ARTICLE 9

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, Bylaws, or with the Statutes of the State of Florida.

ARTICLE 10

AMENDMENTS TO BYLAWS

Amendments to these Bylaws, as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL. Amendments to these Bylaws may be proposed by the Board acting upon votes of the majority of the Directors or by members of the Association having a majority of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING. Upon any amendment or amendments to these Bylaws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or Chairman of the Board, who shall thereupon call a Special Joint Meeting of the Board and the membership for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as

herein set forth. Notice shall be posted at a conspicuous location on the Condominium Property.

10.3 VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of seventy five per cent (75%) of the entire membership of the Board and by an affirmative vote of the members having fifty one per cent (51%) of the votes in the Association. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors and Association.

ARTICLE 11

RULES AND REGULATIONS

The Board may from time to time, promulgate additional Rules and Regulations concerning the use of the Condominium Property, pursuant to the terms hereof. Said Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Property and shall have the dignity of Bylaws but, unless said rule conflicts with the provisions hereof, it shall not require an amendment to be effective.

ARTICLE 12

INDEMNIFICATION

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable Counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE 13

UNITS OWNERS' RESPONSIBILITY CONCERNING LIENS AND TAXES

14.1 LIENS AND TAXES. All taxes and special assessments upon a Condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in the Condominium Documents, whichever is sooner.

14.2 NOTICE TO ASSOCIATION. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, within five (5) days after the attaching of the lien.

The foregoing were adopted as the Bylaws of INLET BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a corporation not for profit established under the laws of the State of Florida at the first meeting of the Board of Directors on the _____ day of _____, 1988.

OCEANVIEW CONDOMINIUM ASSOCIATION, INC.

By _____
Juliette Nieland, President

(CORPORATE SEAL)

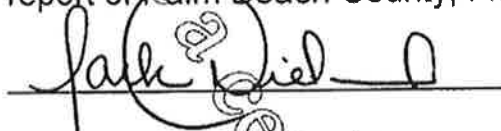
OCEANVIEW CONDOMINIUM ASSOCIATION

V. AMENDMENTS TO DECLARATION/ARTICLES OF
INCORPORATION/BYLAWS AND RULES

OCEANVIEW CONDOMINIUM ASSOCIATION
115 BAMBOO ROAD, PALM BEACH SHORES, FLORIDA
July 6, 2007

FILE NUM 20070335676 OR BOOK PAGE 21927/1452 DATE: 07/12/2007 10:21:42 Pgs 1452 - 1454 (3pgs)
Sharon R. Bock, CLERK & COMPTROLLER

Jack Nieland, President of the Oceanview Condominium Association on June 30, 2007, do hereby certify that the following Amendments to the Articles of Incorporation and Bylaws of the Oceanview Condominium Association were adopted by said Association on June 30, 2007. These amendments were adopted and intended as changes to the original Articles of Incorporation and Bylaws of the Oceanview Condominium Association filed in the public report of Palm Beach County, Florida, at Book 6110, Page 1110.



Mr. Jack Nieland, President

6/9/07

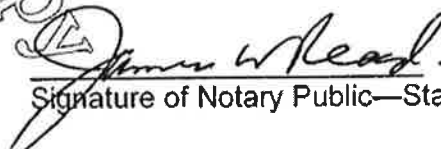
Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument containing 3 pages was sworn to and acknowledged before me this 9th day of July, 2007, by Jack Nieland as President for the Oceanview Condominium Association. Mr. Jack Nieland produced identification N453-421-58-081-0 Type of identification produced Florida Drivers License.



James W. Read
Commission # DD593513
Expires September 10, 2010
Booded Tray Fin Insurance, Inc. 800-365-7919


Signature of Notary Public—State of Florida

1. The following additions will be made to the Articles of Incorporation, Article III, subsection (2) (a):

(a) To make and establish a Declaration of Condominium, Articles of Incorporation, Bylaws and/or Rules and Regulations governing the use of Condominium Property, including

but not limited to: the condominium units, the common elements and the limited common elements.

2. The following additions will be made to the Bylaws, Article I, titled General Provisions, subsection (1.3) Applicability:

◦ All Unit Owners, tenants and occupants, their agents, servants, guests, lessees, invitees, licensees and employees who use the Condominium Property, or any part thereof, are subject to the Declaration of Condominium, the Articles of Incorporation, the Bylaws and any/all rules and restrictions adopted by the Board of Directors.

**3. The following additions will be made to the Bylaws, Article 7, titled Compliance, subsection (7.1) Violation by Member—
Remedies:**

Each unit owner, tenant/lessee, invitee, family visitor and or guest shall be governed by, and shall comply with the provisions of the condominium declaration, the Articles of Incorporation, the Association Bylaws and any other rules and/or regulations adopted by the Condominium Association. Additionally, the provisions thereof shall be deemed to be expressly incorporated into any rental/lease of any unit.

In the event of a violation (other than the non-payment of an assessment) by the Unit Owner of any provisions of the Condominium Documents or Rules and Regulations adopted pursuant to any of the same, the Board shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if each violation shall continue for a period of thirty (30) days from the date of notice, the Association shall have the right to treat such violation as an intention, inexcusable, and material breach thereof, and may then pursue any remedies available.

The Association may levy reasonable fines against a unit owner for the failure of the owner (s) of the unit, its occupants, tenants/lessees, guests, invitees or licensee, to comply with any provision of the Condominium Declaration, the Articles of Incorporation, the Associations Bylaws, or any other rules of the Association. No fine will become a lien against the unit. No fine shall

exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1000.00. No fine may be levied except after giving 5 days notice and the unit owner is given an opportunity for a hearing. The hearing must be before a committee of 3 other randomly chosen unit owners, and any/all parties to the hearing may appear by telephone or in person. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

No action taken shall be deemed an "election of remedies". Upon finding by a Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of the written request, signed by a Unit Owner and sent to the Board, shall authorize any Unit owner to bring an action in equity or suit at law, on account of the violation, in the manner provided for in the Condominium Act.

4. The following deletions will be made to the Bylaws, Article 4, titled Board of Directors, subsection (4.3):

~~(b) A nominating committee of five (5) members shall be appointed by the then existing Board not less than thirty (30) days prior to the Annual Members' Meeting. Nominations may also be made from the floor.~~

5. The following additions will be made to the Bylaws, Article 4, titled Board of Directors, subsection (4.3):

(f) Only unit owners or their spouse may be nominated, elected and/or appointed to fill any vacancy on the Board of Directors. Only one unit owner or spouse from each unit may be elected and/or appointed to the Board of Directors at any one time.



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OR BK 28231 PG 1469
RECORDED 04/15/2016 11:47:49
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1469 - 1472; (4pgs)

Prepared by: Jack Nieland
115 Bamboo Road, apt. 108
Palm Beach Shores, Florida
(561) 848-1555

OCEANVIEW CONDOMINIUM ASSOCIATION

**115 BAMBOO ROAD, PALM BEACH SHORES, PALM BEACH COUNTY,
FLORIDA 33404**

March 21, 2016

Certificate of Amendment to Oceanview Condominium Association

Bylaws and Declaration of Condominium

WHEREAS, the Declaration of Condominium for the Oceanview Condominium Association has been duly recorded in the Public Records of Palm Beach County, Florida, in the Official Record Book 6110 at Page 1110; and

WHEREAS, at a duly called and noticed meeting of the membership of the Oceanview Condominium Association, a Florida not-for-profit corporation, held on March 12th, 2016, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment as amended by the membership:

**AMENDMENT TO ARTICLE XII, SECTION "F" OF THE
DECLARATION OF CONDOMINIUM**


OF THE OCEANVIEW CONDOMINIUM ASSOCIATION

(additions indicated by underlining, deletions indicated by ----)

F. Children. No apartment or ~~portion~~ portion of the condominium property operated by the Association shall be occupied full-time by children. However, children who are family members of unit owners may visit such unit from time to time. The condominium units within the Oceanview Condominium Association are intended and shall be operated as HOUSING FOR OLDER PERSONS OVER 55 YEARS OF AGE. Accordingly, the members of the Association wish to operate 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 Association shall be held for occupancy by persons fifty-five (55) years of age or older. Persons under the age of fifty-five (55) who are in occupancy prior to the effective date of this amendment shall not be precluded from continuing such occupancy, although all subsequent transfers shall be governed by this amendment. 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 hereof, 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 the rules and regulations promulgated by the Board of Directors of the Association. Furthermore, no occupancy shall be permitted by persons between the ages of eighteen (18) and fifty-five (55) unless the unit is 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 or rules 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 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 the purchasers verify in writing in connection with their applications for ownership that they intend and agree to hold the unit out for occupancy by persons fifty-five (55) years of age or older, or that they intend and agree to occupy the condominium with at least one person fifty-five (55) years of age or older in occupancy at all times. The only exceptions where occupancy solely by persons between the ages of eighteen (18) and fifty-five (55) will be permitted are those which the Association is required by law to permit.

The Board of Directors shall establish policies and procedures for the purpose of assuring that the Board implements the intent of this provision in connection with the screening of future 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 Association are occupied by at least one person fifty-five (55) years of age or older. The Board of Directors shall take all reasonable steps to insure that the Association's status as housing for persons fifty-five (55) years of age or older is preserved and protected. The Board of Directors shall conduct a census to verify the age of occupants of all occupied condominium units and shall obtain reliable documentation of age once every two (2) years after recording of these amendments, or as often as required by law.

WITNESS my signature hereto this 28th day of MARCH, 2016,
in Palm Beach Shores, Palm Beach County, Florida.



David Sullivan

President Oceanview Condominium Association



WITNESS

JACK NIELAND (PRINT NAME)



WITNESS

NANCY CROOKHAM (PRINT NAME)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of March, 2016, by David Sullivan, as President of the Oceanview Condominium Association, a Florida not-for-profit corporation, on behalf of the Corporation. Mr. Sullivan is personally known to me, or has produced personally known to me as identification and did take an oath.



LINDA TIREY
MY COMMISSION # EE 216809
EXPIRES: August 13, 2016
Bonded Thru Budget Notary Services

Linda Tirey

(signature)

Notary Public, State of Florida

Linda Tirey

(print name)

OCEANVIEW CONDOMINIUM ASSOCIATION

115 Bamboo Road, Palm Beach Shores

Florida 33404

March 12, 2016

Rules of the Oceanview Condominium Association

1. FINES FOR FAILURE TO FOLLOW CONDOMINIUM RULES:

Pursuant to, and in accordance with, Florida Statute section 718.303 and the Oceanview Condominium Association Articles/Bylaws, the Association reserves the right to levy reasonable fines for the failure of an owner of a unit or their occupants, licensees, or invitees to comply with any provision of the Bylaws or any reasonable rules of the Association. Fines may be levied by the Board on the basis of each day of a continuing violation, and with a single notice. The fine for a single day's violation may not exceed \$100.00, or \$1000.00 in the aggregate.

2. PETS AND SERVICE ANIMALS:

The Oceanview Condominium is a pet-free facility. The condominium will make a reasonable accommodation for "service animals" as described and defined by Federal and Florida law. It is a crime under Florida law to misrepresent oneself as needing or

using a service animal.

Any unit occupant who reasonably requires the presence of a service animal in their unit shall provide prior notice to the Association with a detailed description of the animal and proof of the training it has undergone in order to qualify as a service animal for the condition affecting the occupant.

The owner of the unit shall provide the Association with a copy of documents showing the person occupying the unit requires a "service animal", and shall update such documents quarterly during the year or during the occupancy by the "service animal". In addition, the owner of the unit shall provide proof of \$100,000.00 in liability insurance covering the animal AND naming the Oceanview Condominium Association as an additional named insured.

Any such animal shall be kept on a leash not longer than six feet and muzzled when outside the unit. The unit owner is responsible for removing any animal waste from the common areas and for repair of any damage caused by the animal. No animals are to be allowed in the pool area or pool itself

3. PARKING

The primary occupant of a unit shall utilize the parking space for that unit except when loading or unloading. Invitees of the unit occupant shall utilize either the space marked for the unit they are visiting or a space in the 300-series. The 300-series spaces adjacent to walkways should be kept clear for loading and

unloading whenever possible.

4. MODIFICATION OF UNIT

The Articles, By-Laws, and Rules of the Oceanview Condominium Association include restrictions on any changes to the interior of a unit and its exterior appearance. A unit owner contemplating any change to the unit shall submit a complete and detailed description of the changes to the Association at least 14 days prior to submitting plans for approval by any governmental agency and prior to executing any contract for or beginning construction. Note that changes to floors, the original floor plans, ceilings, walls, plumbing, electrical and/or communications wiring all can impact common elements and other units.

The Association shall notify the owner within 14 days of such submission whether any contemplated change is contrary to the By-laws, Articles, or Rules of the condominium and may suggest alternatives that would be in conformance. Plans for which notice of non-conformance has been provided by the Association shall not be submitted for government approval or contract or commencement of construction without modification and resubmission to the Association.

5. UNIT OCCUPANCY

Unit owners shall provide notice to the Association of any planned occupancy of their unit by persons who have not

previously occupied a condominium unit and are not known by the other owners or occupants. This notice shall include the names of the intended occupants, the approximate dates of occupancy, and contact information for them including cell phone number. If the occupants have special needs or conditions that would reasonably be of concern to the other occupants these should be identified as well.

6. NOTICE OF PROPOSED LEASE OR SALE

The Oceanview Condominium is a designated 55-and-older community for which Florida law, and the Articles and By-Laws include restrictions on residency and procedures for sale and lease. In order to assure all parties are aware of these provisions and to provide time for the Association to prepare materials required for sale and lease transactions, a unit owner contemplating sale of a unit shall provide written notice to the Association at least 14 days prior to advertising or listing with a Real Estate Agent using the form provided by the Association for that purpose. The Association will charge a fee of \$100.00 for the processing of any application for the sale/change of ownership of any unit.

7. CONSTRUCTION AND REPAIR TO UNITS

Except in an emergency, all construction and repair of condominium units, whether by the occupant or persons working

on his or her behalf, shall be performed **ONLY** between the hours of 9:00 AM and 4:30 PM Monday through Friday. Any noise generated during such activities shall conform to the Noise Ordinance adopted by the Town of Palm Beach Shores, and shall not interfere with the quiet enjoyment of any other unit's occupants.

Use of the common areas during such activities shall not prevent the use of these areas by other occupants nor be of such a character as to represent a risk of harm or damage to persons or property. Common areas shall be kept completely free from materials and debris outside of the designated times above. The unit owner will be responsible for the costs of cleanup and repair of any damage caused by such work. Construction and clean up materials shall not be thrown from the second floor.

8. **ACCESS TO UNITS**

Each unit owner or resident shall provide a working key to the unit locks upon request by the Association and whenever the locks are changed. Except in the case of emergency, the Association shall not enter a unit without providing prior notice to the owner or resident.

9. **POOL AND COMMON AREA WALKWAYS**

The pool area and common area walkways are for the

quite enjoyment of all residents and these areas shall be keep clean and clear of all personal items. The rules which are posted in the pool patio area are part of these Association rules and shall always be enforced. While using the pool area, loud music and loud yelling should be kept to a minimum.

Be it known that on March 12, 2016, the above rules were adopted by the Oceanview Condominium Association, and that they shall be in full force and affect hereafter

David Sullivan

President Oceanview Condominium Association

March ____, 2016

EXHIBIT "1"

**AMENDMENTS TO
THE DECLARATION OF CONDOMINIUM OF OCEANVIEW CONDOMINIUM**

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (----) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. Articles VIII.A and VIII.E of the Declaration of Condominium shall be amended to read as follows:

"A. Share of Common Expenses. Each dwelling unit owner shall be liable for a proportionate share of the common expenses, such shares being the same as the undivided share in the common elements appurtenant to the dwelling unit owned by him. Each dwelling unit owner shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the dwelling unit owned by him. ~~Provided, however, that if services are made available to dwelling unit owners from a revenue producing operation, no assessment on account of such services shall be made against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a first mortgage upon a dwelling unit, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; but this shall not preclude such an assessment against an occupant of a dwelling unit owned by such an institution for services voluntarily accepted by the occupant. The shares of any cost or loss not so assessed shall be assessed to the other dwelling unit owners in the shares that their shares in the common elements bear to each other.~~"

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"E. ~~Assessments Pending Foreclosure.~~ Priority of Lien; Liability of Mortgagees and Other Lienholders; Leases. ~~When the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or~~

~~assessments by the Association pertaining to such apartment or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure until said apartment is either sold or leased by the first mortgage holder, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns. The liability and priority of mortgagees and other lienholders and successors in title to units as a result of a mortgage or lien foreclosure or ad valorem tax sale shall be as provided in the Condominium Act as amended from time to time. Any lease of a Unit shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed."~~

2. The following shall be added as a new Article VIII.G of the Declaration of Condominium and shall read as follows:

"G. Limitation on Ownership. No person shall own, in whole or in part, more than two (2) Units within the condominium. The term 'person' shall mean and refer to ownership individually or by an entity in which the person has any interest, beneficial or otherwise. In addition, no person or entity may purchase more than two (2) Units by using a 'straw' purchaser to circumvent the intentions of this sub-section 'G.' This sub-section 'G.' shall not pertain to a person who obtains title to a Unit pursuant to a mortgage or lien foreclosure action, or tax deed sale, or deed in lieu of foreclosure; however, the sale of such acquired Unit cannot be made to any person if the sale places that person in violation of this sub-section 'G.'"