

EXHIBIT "A"

ITEM # 1 Paragraph # 18 (g)

There shall be deposited and delivered to the association a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer, gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee. It is understood that no fee shall be charged in connection with a transfer or approval in excess of the expenditures reasonably required for the transfer expense, ( maximum allowed by state law ) and this expense shall not exceed ~~Fifty Dollars (\$50.00)~~. No charge shall be made in connection with an extension or renewal of a lease.

NOTE: Changes are in brackets, and replace those items crossed out.

## ITEM # 2

**This provision shall be an addition to Section 18(b) of the declaration of condominium for each phase, and shall be noted as the last paragraph to said section. All preceding paragraphs shall remain the same.**

(b) Rental or lease. No Condominium Unit shall be leased, rented, or otherwise occupied by a person(s) in possession in exchange for any consideration unless the lessor has owned the actual Condominium Unit for a period in excess of three (3) years except as stated herein. This section shall not effect the sale or purchase of any Condominium Unit. Any owner of a Condominium Unit that is subject to a lease approved by the Association at the time this amendment is recorded in the public record will be permitted to continue leasing or otherwise renting the Condominium Unit as long as that owner holds title to the individual Condominium Unit. This exception shall not inure to future title holders of the property, including, but not limited to, heirs, assigns, subsequent purchasers or trusts. The purchaser of any Condominium Unit which is subject to a lease approved by the Association and is purchased after this amendment is recorded in the public records, shall be permitted to continue leasing the Condominium Unit to a party who is an existing party to the lease at the time the Condominium is purchased until such time as the Condominium Unit is no longer subject to a lease. The Board may allow the owner of a Condominium Unit to lease the unit under cases of extreme hardship, as determined by the Board, for periods not less than four (4) months and not greater than twelve (12) months. Any lease which is permitted by this section must be approved in writing by the Association prior to the lease taking effect. The Board of Directors shall have the right to require that a substantially uniform form of lease be used..

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DECLARATION OF CONDOMINIUM

CAMINO REAL VILLAGE IV

A CONDOMINIUM

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RETURN TO:

This Instrument Prepared by:  
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1499 W. Palmetto Park Road  
Boca Raton, Florida 33432

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DECLARATION OF CONDOMINIUM

OF

CAMINO REAL VILLAGE IV

A CONDOMINIUM

PALM BEACH COUNTY, FLORIDA

CAMINO REAL VILLAGE, a joint venture by and between Middlesex Development Corp., a California corporation and B & S Ventures, Inc., a Florida corporation, herein called the "Developer," makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the land described and improvements described to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida "Condominium Act". Except where permissive variances therefrom appear in this Declaration, and annexed By-Laws, and/or the Charter of CAMINO REAL VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, or in lawful amendments to these instruments, the provisions of Chapter 718, supra, including the definitions therein contained, are adopted herein by express reference as if set forth in haec verba. This Declaration, the annexed By-Laws, and the Charter of said corporation, as lawfully amended from time to time, shall govern this Condominium and the rights, duties and responsibilities of owners of condominium parcels therein.

2. Land. The name by which this Condominium is to be identified is "CAMINO REAL VILLAGE IV, A Condominium."

3. Property Submitted to Condominium Form of Ownership. The following property is hereby submitted to the condominium form of ownership:

(a) The Land. The lands, owned by the Developer, lying and being situate in Palm Beach County, Florida, as more particularly set forth in Exhibit A attached hereto, which lands are herein called the "Land."

(b) The Improvements. Two structures, each containing thirty-two (32) condominium units for a total of sixty-four (64) units and all common elements appurtenant thereto.

4. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of CAMINO REAL VILLAGE ASSOCIATION, INC., shall be defined in accordance with the provisions of Section 718.103 Florida Statutes, and as follows unless the context otherwise requires.

(a) Condominium Unit. The unit being a unit space, designated "condominium unit" on the sketch of survey and plans attached hereto and marked as Exhibit B.

(b) Common Elements. Common elements means the portion of the condominium property not included in the units. Common elements shall include the tangible personal property required for the maintenance of the common elements even though owned by the Association.

(c) Condominium Parcel. The condominium unit, together with an undivided share in the common elements appurtenant thereto.

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- (d) Owner. That person or entity owning a condominium unit or parcel.
- (e) Co-Tenant. An owner owning a condominium unit or parcel in conjunction with another owner.
- (f) Association or Corporation. Means CAMINO REAL VILLAGE ASSOCIATION, INC., a corporation not for profit, the entity responsible for the operation of this Condominium, together with others in the Camino Real Village Development, Complex, or Project, and operates and controls all association business.
- (g) Member. An owner of a condominium parcel or an entity owning a condominium parcel who is also a member of CAMINO REAL VILLAGE ASSOCIATION, INC., a Florida non-profit corporation, hereinafter referred to as "Association".
- (h) By-Laws. Means the By-Laws for the government of the Condominium as they exist from time to time.
- (i) Voting Rights. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until there is a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.
- (j) Common Recreational Facilities. Common recreational facilities means the facilities to be provided at the Developer's sole discretion on lands adjacent to the Condominium Land to consist of tennis courts, swimming pools, entrance gates and small lakes or such other facilities as the Developer sees fit to provide, if any.

The following is a description of the recreational and other commonly used facilities that will be used in common with other Condominiums which require the payment of the maintenance and expenses of such facilities either directly or indirectly by the Unit Owners of this Condominium:

(a) Swimming Pool

Heated swimming pool is approximately 3 ft. to 6 ft. deep. The pool shape is irregular; however, its inside wall dimensions are approximately as follows: 18' X 36' X 26' X 17' X 18'. The pool capacity is approximately 70 people. The deck is irregular but is approximately 4,500 square feet and has an approximate capacity of 175 people. The foregoing facilities are located as shown on Exhibit B to the Declaration of Condominium (Exhibit A hereto).

It is presently contemplated that the entire Camino Real Village Project will be serviced by a total of four (4) pool areas all of which will be similar in size, design, capacity, equipment, and furnishings to the pool described above. All unit owners in the Camino Real Village Complex, or a maximum of 400 unit owners, their families and guests, may use and enjoy the four (4) pools located in different areas throughout the complex. (See Exhibit H attached)

The first pool area will be completed at the same time the improvements of Camino Real Village II, a condominium, are completed; the second pool area will be completed at the same time that Camino Real Village IV, a condominium, is completed; the third pool area will be completed with the completion of Camino Real Village VI, a condominium; the fourth pool area will be completed with the completion of Camino Real Village I, a condominium.

Tennis Courts. Upon completion of all 400 units contemplated within the Camino Real Village Complex, it is presently contemplated that two (2) tennis courts will be constructed and made available to all the unit owners, or a maximum of 400 owners, their families and guests. The courts will be standard in size, or approximately 60' X 120' and equipped with appropriate lines, nets and fencing. The first tennis court will be completed with the completion of Camino Real Village III, a condominium; the second tennis court will be completed simultaneously with the completion of Camino Real Village V, a condominium.

The Developer is not obligated to complete any of these tennis courts or other recreational facilities unless and until he builds and sells all of the other condominium units contemplated to be constructed within the Camino Real Village Complex.

All recreational facilities and common areas not included within a particular condominium will be deeded to the condominium association by the Developer at no cost to the association or unit owners no later than one (1) year after unit owners have control of the association. Prior to the time these facilities are deeded to the Association, all unit owners of existing condominiums will be entitled to use and enjoy the recreational facilities without any lease or rental fees, but unit owners will be obligated to pay for their proportionate share of the maintenance of the recreational facilities in accordance with the proposed association budgets.

- (k) Common Expenses. Common expenses include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair, or replacement of common elements; (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws; and (d) any valid charge against the Condominium as a whole; (e) or any expenses chargeable to the Association.
- (l) Institutional Mortgagee. Is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank, life insurance company, or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a union pension fund, or a mortgage banking company, or the Developer or mortgagee approved by said Developer.
- (m) Institutional Mortgage. Is a mortgage owned or held by an institutional mortgagee, Developer, or any mortgagee approved by the Developer.

(n) Utility Services. 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, gas, water, heating, air-conditioning, sewage and garbage disposal and trash removal.

(o) Types of Units. Types of units means and refers to units in this Condominium as follows:

"A" designations are two (2) bedroom, two (2) bath units and may be referred to as such or as a Type A or "A" as the case may be.

"B" designations are two (2) bedroom two (2) bath units, and may be referred to as such or as a Type B or "B" as the case may be.

"C" designations are three (3) bedroom two and one-half (2 1/2) bath units, and may be referred to as such or as a Type C or "C" as the case may be.

The Developer hereby reserves the right to change Type A, Type B, or Type C units to another type or classification prior to obtaining a certificate of occupancy for the building and/or recording this Declaration of Condominium.

5. Camino Real Village Development, Complex, or Project. The Camino Real Village Development, Complex, or Project, hereinafter referred to as "Development", "Complex", or "Project," means and refers to the entire group of Condominiums and/or any other type of residential property and improvements which the Developer intends to construct upon Camino Real Village Complex or Project Land, hereinafter referred to as "Complex, Development, or Project Land", and is described as Exhibit C hereto, one of which is the Condominium created by this Declaration. The construction of the Project is a projected plan of development only and nothing contained herein shall be construed as making it obligatory upon the Developer to construct said Project or if constructed, to construct same in accordance with any particular plan of development and, in fact, if constructed, the Developer need not submit said additional structures outside this Condominium to condominium ownership but, in fact, may utilize the same for any other residential use. It is understood that any Condominium submitted to condominium ownership in the Project shall have as its one governing body CAMINO REAL VILLAGE ASSOCIATION, INC., so that all Condominiums within the Complex shall have the same Condominium Association for the benefit of joint rule and maintenance of all the Condominiums within the Project subject to the terms and conditions of this Declaration.

6. Development Plan and Identification. The condominium units and all other improvements constructed on the condominium property are set forth in detail in Exhibit B attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location and dimensions of each unit as well as of the common elements appurtenant thereto.

Each condominium unit is identified by a number, letter, or name or combination thereof, as shown on the plans attached hereto as Exhibit B and made a part hereof, so that no unit bears the same designation as does any other unit.

7. Easements. Each of the following easements is a covenant running with the land of the Condominium, for the benefit of all land owners of the lands described in Exhibit C, their mortgagees, pledgees, heirs, personal representatives, and assigns, to wit:

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- (a) Utilities. The Developer, prior to the delivery of title to any specific condominium unit in the complex, reserves the right to grant such easements as may be required for utility services, in order to adequately serve the Condominium and the recreational areas, and any land as described in Exhibit C; provided, however, easements through a unit shall be only according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved, in writing, by the Unit Owner. Any portion of the common elements including end walls and outside walls of the units may be used for housing electric meters, meter closets, meter rooms, water meters, hose bibs, and other electrical and water meters and boxes, and electric lights, fixtures, switches, signs, or other items designated by the Developer at any time during the period Developer controls the condominium complex as may be necessary to any unit within Camino Real Village Project Lands.
- (b) Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, lawns, lakes, halls, lobbies, elevators, center cores, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the Unit Owners; institutional mortgagees; and land owners of the lands described in Exhibit C, their mortgagees, pledgees, heirs, personal representatives, and assigns; and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated and assigned for parking purposes. The Developer or his designees shall have the right to park wherever necessary during the period of construction of the entire Camino Real Village Project.
- (c) Easement for Unintentional and Non-Negligent Encroachments. If a unit shall encroach upon any common element, limited common element, or upon any other unit, by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner or Developer, then an easement appurtenant to such encroaching unit to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element or limited common element shall encroach upon any unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such common element or limited common element to the extent of such encroachment shall exist so long as such encroachment shall exist.
- (d) Support. The Developer and the Association hereby grant to each other, their heirs, successors and assigns, and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominium or the demised premises.

8. Common Elements. Common elements as hereinabove defined shall include within its meaning, the addition to the items as listed in the Florida Condominium Act, the following items:

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- (a) An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time or as the unit may lawfully be altered.
- (b) An undivided share in the common surplus.
- (c) Cross-easements for ingress, egress, support, maintenance, repair, replacement and utilities.
- (d) Easements or encroachments by the perimeter walls, ceilings, and floors surrounding each condominium unit caused by the settlement or movement of the building as caused by minor inaccuracies in building or rebuilding, which now exist or hereafter exist in such easements, shall continue until such encroachment no longer exists.
- (e) Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rain water and the subsequent flow thereof over condominium units or any of them.

9. Ownership of Common Elements and Restrictions Thereto.

The owner of each unit shall own a share and certain interests in the condominium property which are appurtenant to his unit, which include, but are not limited to, the following items which are appurtenant to the several units, as indicated:

- (a) Automobile Parking Spaces. As each condominium unit is purchased, the Developer shall assign in writing to each unit one parking space hereinafter referred to as an "assigned parking space." Once a parking space is assigned by the Developer, then said parking space shall be deemed as an appurtenance to said condominium unit to which it was assigned, and such parking space may not thereafter be separately conveyed, hypothecated, transferred, encumbered or otherwise dealt with, and title thereto shall pass only with title to the unit to which it is appurtenant, subject to the hereinafter provisions.

All "unassigned parking spaces" are hereby deemed to be common parking spaces for the purpose of accommodating guests, employees, servants, visitors parking and parking for other automobiles.

Notwithstanding anything to the contrary contained herein, a Unit Owner upon written request may exchange his assigned parking space for an unassigned parking space provided that either the Developer or the Board of Directors of the Association approves same in writing. In the event of the foregoing, the original assigned parking space shall be deemed an unassigned parking space, and, conversely, the subject unassigned parking space shall be deemed as assigned parking space as an appurtenance to said condominium unit to which it was subsequently assigned.

The Developer may in his sole discretion partition off in any manner whatsoever separate parking spaces including, but not limited to, using partial walls or screening, hedges or shrubbery, garages or carports.

A Unit Owner for his particular assigned parking space is prohibited from any of the rights of the Developer in the preceding paragraph unless he obtains in writing the consent of the Condominium Association.

No parking space bears the same identifying number as any other.

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Parking spaces may be paved or unpaved at the sole discretion of the Developer.

Developer, in its sole discretion, will control the assignment of parking spaces and any changes in assignment during the entire period of time in which it is engaged in construction in the Camino Real Village Lands.

No signs or other designations which would appear to indicate reserved parking spaces, unit numbers, names or other designations may be placed upon any of the parking spaces by anyone other than the Developer during the time the Developer is engaged in construction within the complex. The decision to add improvements to the parking areas such as covered parking spaces shall be left to the sole discretion of the Developer so long as it controls the Board of Directors of the Association.

- (b) Common Elements. The undivided shares, stated as percentages, in the common elements appurtenant to each of the condominium units is set forth on the schedule attached hereto and made a part hereof by reference as Exhibit D.
- (c) Association. The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.
- (d) Common Surplus. Each Unit Owner shall own any common surplus of his condominium in the same percentage as the common expenses appurtenant to each unit are shared as set forth in Exhibit D. However, this ownership does not include the right to withdraw or require payment or distribution of the same, inasmuch as common surplus shall constitute advance payment of estimated monthly maintenance and shall be applied in reduction thereof for the next ensuing monthly maintenance payments during the fiscal year. Any reduction as aforementioned shall be allocated over the next succeeding fiscal year.

10. Common Expenses. The common expenses of the Condominium shall be shared by the Unit Owners as specified and set forth in Exhibit D. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the condominium parcels, their locations, or the building square footage included in each condominium unit. Notwithstanding the foregoing, it is understood that the Association may pool and commingle common expenses and assessments of any of the Condominiums within the Project, provided the Association shall maintain proper accounting records for each and every condominium it manages.

11. Governing Body. The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be CAMINO REAL VILLAGE ASSOCIATION, INC. The Articles of Incorporation of the Association is attached hereto as Exhibit E and made a part hereof and the By-Laws of the Association are attached hereto as Exhibit F and made a part hereof.

Recognizing the unique architectural features of the entire Project and that there are certain reciprocal rights and duties to be shared between this Condominium and other condominiums, and mindful of the fact that the management and control of such matters would be facilitated by the use of one governing entity, it is expressly understood and agreed that CAMINO REAL VILLAGE ASSOCIATION, INC. shall be the Condominium Association for this and any other condominiums to be constructed on the Camino Real Village Project Land.

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All parties hereafter owning condominium parcels (owners) in this Condominium or other condominium parcels in the Project, which interest is evidenced by recordation of a proper instrument in the Public Records of Palm Beach County, Florida, shall automatically terminate their membership in the Association when such persons have conveyed, transferred, or otherwise divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member. The foregoing shall include the Developer who shall be deemed to be the owner of each unsold unit and, therefore, the Developer shall be entitled to one (1) vote for each unit owned by the Developer.

If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Association. If a unit is owned by a corporation or other entity, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice president and attested to by the secretary or assistant secretary of the corporation, or if another entity, then by the authorized officer or agent of said entity, and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of the unit may be revoked by any owner thereof.

A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which it or he owns. The Developer shall be deemed an owner and voting member of and for each unsold condominium unit. Failure by all owners of any single condominium parcel to file the aforementioned written statement with the secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of voting members.

The Association shall have all of the powers and duties reasonably necessary to operate this Condominium as set forth in this Declaration, the By-Laws, and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all the powers and duties of an association, as set forth in the Condominium Act, Chapter 718, Florida Statutes, as well as all powers and duties granted to or imposed upon it by this Declaration, including:

- (a) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

During any period for which the Developer may be liable to an owner of a condominium unit or parcel under a warranty, he shall also have this irrevocable right to have access to each unit during reasonable hours as may be necessary for the maintenance, repair or replacement of

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any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements, or to another unit or units.

- (b) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.
- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at all reasonable business hours.
- (d) The power to enter into contracts with others for a valuable consideration for vending machines and for the maintenance and management of the subject condominium property, including the normal maintenance and repairs of the common elements and, in connection therewith, to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the Unit Owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels, and to paint, clean, decorate, maintain and repair the individual condominium unit. Each Unit Owner shall be personally responsible to keep his apartment and the adjoining common elements free from any odors and the Developer, while still having units under construction in the project shall have the right to enter upon the Unit Owner's premises to investigate the source of odors and to abate same, which right shall also be available to the Condominium Association, its officers, agents, servants and employees.

Each Unit Owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

If the Developer holds units for sale in the ordinary course of business, and/or retains control of the Board of Directors of the Association, none of the following actions may be taken without approval in writing by the Developer:

1. Assessment of the Developer as a unit owner for capital improvements.
2. Any action by the association that would be detrimental to the sale of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

- (e) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety and welfare of the Condominium Unit Owners, all of whom shall be subject to such rules and regulations.
- (f) To grant or contract for easements, licenses and other privileges and duties on behalf of the membership where no members' rights are substantially affected.
- (g) Subsequent to the filing of this Declaration of Condominium, the Condominium Association, when authorized by a vote of 75% of the total vote of the Unit Owners of the Association, and approved by the Developer and the holders of mortgages encumbering condominium parcels, then and in such event, the Association may purchase and/or acquire and enter into agreements from time to time whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses together with all other expenses and costs herein or by law defined as common expenses.

The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel(s), or which would change the provisions of the By-Laws with respect to institutional mortgagees without the written approval of all institutional mortgagees of record. It is understood and agreed that the Developer may control the Condominium Association for a period of time and this shall not be deemed a conflict of interest.

12. Maintenance, Alterations and Improvements. For so long as the Developer is under construction in this project and owns at least one unit therein, no additions or alterations or improvements of any kind may be made anywhere in the complex, whether the individual unit is involved or any of the common elements without the express written approval of the Developer. The responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement shall be as follows:

- (a) By the Association. The Association shall maintain, repair and replace at the Association's own expense:
  - (1) All common elements and limited common elements.
  - (2) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load-bearing columns.
  - (3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the Condominium other than the unit within which contained.

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- (4) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.
- (b) By the Condominium Parcel Owner. The responsibility of the condominium parcel owner shall be as follows:
- (1) To maintain, repair and replace at his expense all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens and doors opening into or onto his unit, sliding glass doors and plate glass. All such maintenance, repairs and replacement shall be done without disturbing the rights of other Unit Owners.
  - (2) To maintain, repair and replace at his own expense his individual air-conditioning and heating system inside and outside his individual condominium unit.
  - (3) Within the unit to maintain, repair and replace at his own expense all fans, stoves, refrigerators, or other appliances or equipment, including any fixtures, and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his condominium unit. The floor and interior walls of any terrace or sun deck attached to condominium units shall be maintained by the Condominium Unit Owner thereof at his own expense.
  - (4) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building, including the terraces or sun decks or any ~~terrace portion~~ of the unit, or the color and design of the framing and screening.
  - (5) To promptly report to the Association any defects or need for repairs the responsibility for the remedy of which is that of the Association.
  - (6) No condominium parcel owner other than the Developer shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association.
- (c) Alteration and Improvement. There shall be no alterations or substantial additions to the common elements or limited common elements, except as the same are authorized by the Developer, so long as it controls the Board of Directors of the Association and thereafter by the Board of Directors and ratified by the affirmative vote of voting members casting not less than seventy-five percent (75%) of the total votes of the members of the Association present at any regular or special meeting of the Unit Owners called for that purpose. The cost of the foregoing shall be assessed as common expenses of this Condominium, with the exception that the Developer shall be exempt from any special assessment imposed for this purpose for so long as it has control of the Association. Where any alterations or additions as aforescribed are exclusively or substantially exclusively for the benefit of the Unit Owner(s) requesting same, then the cost of such

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alterations or additions shall be assessed against and collected solely from the Unit Owner(s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owner(s) requesting same, said alterations or additions shall be made only when authorized by the Board of Directors and ratified by not less than seventy-five percent (75%) of the total votes of the Unit Owners exclusively or substantially exclusively benefiting therefrom, and where said Unit Owners are ten or less, the approval of all but one shall be required.

13. Enforcement of Maintenance. In the event a Unit Owner fails to maintain his unit as required above, the Association, Developer, or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to assess the Unit Owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a Unit Owner violates any of the provisions of Paragraph 12 above, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without consent of the Unit Owner.

In the event that noxious odors are detected as emanating from a unit, it shall not be necessary for the Developer or the Association, by its officers, agents, servants, or employees, to resort to court action, but such action as may be most expedient, including the entry upon the premises of the Unit Owner, may be made to abate such noxious odors immediately upon discovery.

14. Condominium Working Capital. At the time the Developer sells and closes a condominium unit to a purchaser (purchaser thereby becoming a Unit Owner of this Condominium), the purchaser shall deposit an amount equal to one-half of one percent (1/2 of 1%) of the purchase price of the unit, said sum to be deposited with Purchasers' Condominium Fund for the purpose of initial maintenance, reserve, initial and non-recurring capital expenses, which may be referred to as "condominium working capital". The Purchasers' Condominium Fund may be commingled by the Association with any of its other funds, and the Board of Directors and/or the officers of the Condominium Association may utilize these funds for any purposes deemed necessary for Association benefit.

Monthly common expenses will be charged to each Unit Owner from the time title is closed and will be prorated for that portion of a month in which the closing is held, or in which the Unit Owner becomes obligated under his purchase contract to make monthly payments to be applied towards common expenses.

Initial contribution to the Purchasers' Condominium Fund is contemplated to provide for cost of maintenance of this Condominium from date of completion thereof until the date at which the regular monthly maintenance installments are commenced. After the commencement date of payment of monthly common expenses, in the event there are unsold units, the Developer retains the right to be the owner of said unsold units; however, for such time as the Developer continues to be a Unit Owner, but not exceeding ninety (90) days subsequent to the closing of the first condominium unit, the Developer shall only be required to contribute such sums to the common expenses of the Condominium, in addition to the total monthly

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common expense assessments paid by all other Unit Owners, as may be required for the Condominium Association to maintain the Condominium, as provided in said Declaration and Exhibits attached hereto. In no event shall the Developer be required to contribute to the common expenses as to the units owned by it in any amount exceeding the obligation for such unit as specified and set forth in this Declaration and Exhibits attached hereto. Developer shall also be exempted from any special assessments, as well as any requirements for contribution to the condominium working capital. Developer shall contribute to the common expenses, as to the units owned by it, in the same manner as all other Unit Owners. Developer hereby reserves the option to guarantee the level of assessments to unit owners for a specified time interval and thereby limit its obligations to contribute to condominium maintenance in accordance with the provisions of chapter 718.116 (8) Florida Statutes.

The provisions of this Paragraph 14 are paramount to and superior to the provisions of Paragraphs 10 and 15 of this Declaration as to the matters set forth in this paragraph.

15. Assessments, Liability, Lien and Priority, Interest, Collection. Common expenses shall be assessed by the Association against each condominium parcel as provided in Paragraph 10 above.

Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of ten percent (10%) per annum from due date until paid and, at the sole discretion of the Board of Directors, a late charge of \$25.00 shall be due and payable.

The Board of Directors of the Association may take such action as it deems necessary to collect assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interest of the Association. The delinquent members shall pay all costs, including reasonable attorney's fees, incident to the collection of such assessments or enforcement of such lien. In any lien foreclosure, the condominium parcel owner may be required to pay a reasonable rental for continued occupancy or use of the condominium parcel, and plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against said bid sum due the Association for assessments, interests, and collection costs.

The Developer shall remain exempt from any assessments or liabilities or interest, late charges, or other costs or fees now or hereafter made.

As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded institutional mortgage regardless of when said assessment was due. The Association shall maintain a register of institutional mortgages and shall give such mortgagees notice, in writing, of all notices given by the Association to the owner of such condominium parcel encumbered by such institutional mortgage.

If the mortgagee of an institutional mortgage of record, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquiror of title, his successors and assigns, shall not be liable for the share of common expenses or assessments

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by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels in the Condominium, including such acquiror, his successors and assigns. It is understood that such acquiror shall be liable for his share of common expenses or assessments attributable to his condominium unit from the date of acquiring said condominium unit.

In furtherance of said grant of authority to the Association to make, levy, and collect assessments to pay the costs and expenses for the operation and management of the Condominium, the following provisions shall be operative and binding upon the owners of all condominium units, to wit:

- (a) In accordance with Florida Statutes, Section 718.112(2) (f), the Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year, which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year, which may be required for the proper operation, management, and maintenance of the Condominium. As common expenses of the Association, there shall be included the cost of maintaining leasehold, memberships, and other possessory use or fee interests in lands or facilities, including, but not limited to, country clubs, golf clubs, marinas, and other recreational and communal facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation, or other use or benefit to the condominium owners, all as may be now or hereafter acquired, directly or indirectly, in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the Association. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.
- (b) The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the Project, may include therein a sum to be collected and maintained as a reserve fund for replacement of common elements, which reserve fund shall be for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of common elements, as well as the replacement of personal property which may constitute a portion of the common elements held for the joint use and benefit of all of the owners of all condominium parcels. The amount to be allocated to such reserve fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of common elements.
- (c) The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve, which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by con-

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dominium parcel owners, as a result of emergencies or for other reasons placing financial stress upon the Association.

- (d) All monies collected by the Association shall be treated as the separate property of the said Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said Association by other condominium parcel owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest therein, except as an appurtenance to his condominium parcel. When the owner of a condominium parcel shall cease to be a member of the Association by reason of his divestment of ownership of such condominium parcel, by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such condominium parcel owner, as all monies which any condominium parcel owner has paid to the Association shall be and constitute an asset of said corporation which may be used in the operation and management of the Condominium.
- (e) The payment of any assessment or installment thereof due to the Association shall be in default if such assessment, or any installment thereof, is not paid unto the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at the rate of ten percent (10%) per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to the Association.
- (f) The owner or owners of each condominium parcel shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, which may be levied by the Association while such party or parties are owner or owners of a condominium parcel in the Condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to the Association, such owner or owners of any condominium parcel shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.
- (g) No owner of a condominium parcel may exempt himself from liability for any assessment levied against such owner and his condominium parcel by waiver of the use or enjoyment of any of the common elements, or by abandonment of the condominium parcel or in any other way.
- (h) Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of condominium

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parcels, and that the payment of such common expense represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each condominium parcel, the Association is hereby granted a lien upon such condominium parcel and its appurtenant undivided interest in the common elements, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each condominium parcel, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said condominium parcel and its appurtenant undivided interest in the common elements. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any condominium parcel from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said condominium parcel, without notice to the owner of said condominium parcel. The rental required to be paid shall be equal to the rental charged on comparable types of condominium units in Palm Beach County, Florida. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of ten percent (10%) per annum on any such advances made for such purpose. All persons, firms, or corporations who shall acquire, by whatever means; any interest in the ownership of any condominium parcel, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any condominium parcel expressly subject to such lien rights.

- (i) The lien granted unto the Association shall be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the condominium parcel encumbered thereby, the name of the record owner, the amount due, and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.
- (j) Whenever any condominium parcel may be leased, sold, or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, the Association, upon written request of the owner of such condominium parcel, shall furnish to the proposed lessee, purchaser, or mortgagee a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such condominium parcel. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed

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lease, purchase, or mortgage transaction, and the Association shall be bound by such statement.

In the event that a condominium parcel is to be leased, sold, or mortgaged at the time when payment of any assessment against the owner of said condominium parcel and such condominium parcel due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase, or mortgage proceeds shall be applied by the lessee, purchaser, or mortgagee first to payment of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase, or mortgage proceeds to the owner of any condominium parcel who is responsible for payment of such delinquent assessment.

The Association shall have the right to withhold consent to a sale, lease, or mortgage where there is a deficiency or delinquency existing as to an assessment or installment due in the absence of a properly executed assignment to the Association of such portion of the proceeds of such sale, lease, or mortgage equal to the amount of such deficiency or delinquency.

In any voluntary conveyance of a condominium parcel, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

16: Insurance.

- (a) Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the Condominium and insuring the Association and the common owners, as its and their interest appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/ \$10,000. Said insurance shall include, but limit the same to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

(b) Casualty Insurance.

- (1) Purchase of Insurance. The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium including personal property owned by the Association,

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in and for the interest of the Association, all Unit Owners and their mortgagees, as their interest may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and reasonable companies, authorized to do business in the State of Florida. The institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit shall have the right, for so long as it owns and holds any mortgage encumbering a condominium unit, to approve the policies and the company or companies who are the insurers under the insurance placed by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint the Insurance Trustee. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

- (2) Loss Payable Provisions Insurance Trustee. All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners, and their mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to First Bank and Trust Company of Boca Raton, N.A.; as Trustee, or to any other bank in Florida with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees, (sometimes collectively referred to hereinafter as beneficial owners), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

- a. Common Elements. Proceeds on account of damage to common elements an undivided share for each Unit Owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

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b. Condominium Units. Proceeds on account of condominium units shall be in the following undivided shares:

1. Partial Destruction when units are to be repaired and restored for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each Unit Owner.
2. Total Destruction of Condominium Improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article for the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

c. Mortgagees. In the event an institutional mortgage encumbers a unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner, as their interest 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.

(3) Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provisions for the payment of the expenses of the Insurance Trustee in the following manner:

- a. Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.
- b. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. Said remittance shall be made solely to an institutional

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first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Directors of the Association determined not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the Beneficial owners as surplus in the manner elsewhere stated.

- c. Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association executed by the President and Secretary of the Association, as to the names of the Unit Owners and their respective shares of the distribution. Upon request of Insurance Trustee, the Association forthwith shall deliver such certificate.

- (4) Loss Within a Single Unit. If loss shall occur within a single unit or units, without damage to the common elements, the insurance proceeds shall be distributed to the beneficial Unit Owner(s), remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Unit Owner shall thereupon be fully responsible for the restoration of the unit.

- (5) Loss Less Than "Very Substantial". Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

- a. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.
- b. If the damage or loss is limited to the common elements, with no, or minimum, damage or loss to any individual units, and if such damage or loss to the common elements is less than \$3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.
- c. If the damage or loss involves individual units encumbered by institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for

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the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right to approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the Condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Association or the aforesaid institutional first mortgagee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforesaid, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

- d. Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.
- e. If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Unit Owners in proportion to the Unit Owners' share in the common elements, for that portion of the restoration of the common elements, and against the individual Unit Owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors find that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property.

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CAMINO REAL VILLAGE PHASE IV, A CONDOMINIUM  
COMMON OWNERSHIP, EXPENSES AND SURPLUS PERCENTAGES

5749 CAMINO DEL SOL

| <u>UNIT #</u> | <u>TYPE</u> | <u>PERCENTAGES</u> |
|---------------|-------------|--------------------|
| 100           | C           | 1.88               |
| 200           | C           | 1.88               |
| 300           | C           | 1.88               |
| 400           | C           | 1.88               |
| 101           | A           | 1.43               |
| 201           | A           | 1.43               |
| 301           | A           | 1.43               |
| 401           | A           | 1.43               |
| 102           | B           | 1.47               |
| 202           | B           | 1.47               |
| 302           | B           | 1.47               |
| 402           | B           | 1.47               |
| 103           | B           | 1.47               |
| 203           | B           | 1.47               |
| 303           | B           | 1.47               |
| 403           | B           | 1.47               |
| 104           | B           | 1.47               |
| 204           | B           | 1.47               |
| 304           | B           | 1.47               |
| 404           | B           | 1.47               |
| 105           | B           | 1.47               |
| 205           | B           | 1.47               |
| 305           | B           | 1.47               |
| 405           | B           | 1.47               |
| 106           | A           | 1.43               |
| 206           | A           | 1.43               |
| 306           | A           | 1.43               |
| 406           | A           | 1.43               |
| 107           | C           | 1.88               |
| 207           | C           | 1.88               |
| 307           | C           | 1.88               |
| 407           | C           | 1.88               |

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EXHIBIT "D"

EXHIBIT "E"  
TO THE DECLARATION OF CONDOMINIUM  
CAMINO REAL VILLAGE IV  
A CONDOMINIUM

ARTICLES OF INCORPORATION

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ARTICLES OF INCORPORATION  
OF  
CAMINO REAL VILLAGE ASSOCIATION, INC.

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes and do certify as follows:

I

NAME

The name of this corporation shall be CAMINO REAL VILLAGE ASSOCIATION, INC. For convenience the corporation shall be herein referred to as "the Association".

II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of the Condominium Act, which is Chapter 718, Florida Statutes, as amended, hereinafter called the Condominium Act, for the operation of any condominiums which may be established and submitted to condominium ownership in the Camino Real Village Project within the Camino Real Village Project Land all as hereinafter defined. The Condominiums and their Recreational lands are known as Camino Real Village Project and are located upon the following lands in Palm Beach County, Florida, to-wit:

(Legal description attached hereto as  
Exhibit A and made a part hereof.)

Said lands herein referred to as Camino Real Village Project Land.

III

POWERS

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

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

2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the several formal Declarations of Condominium which will be recorded amongst the Public Records of Palm Beach County, Florida, at the time the individual portions of the Camino Real Village Project are submitted to the plan of Condominium Ownership, and all of the powers and duties reasonably necessary to operate the several condominiums pursuant to their Declarations and as they may be amended from time to time.

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#### IV

#### MEMBERS

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

1. The record owners of all condominium parcels in the condominium or condominiums shall be members of the Association, and no other persons or entities shall be entitled to membership except for the subscribers hereto.

2. Membership shall be established by the acquisition of ownership of fee title to or fee interest in a condominium parcel in the condominium(s), whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

3. The share of a member in the funds and assets of the Association, in its common elements and its common surplus, and membership in this Association can not be assigned, hypothecated, or transferred in any manner except as an appurtenance to the unit in his condominium.

4. On all matters upon which the membership shall be entitled to vote, there shall be one vote for each condominium parcel, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one apartment shall be entitled to one vote for each apartment he owns.

5. The membership in the Association shall be divided into classes, with a class of members for each condominium and with each class having the same name identification as the condominium created by the Declaration; for example, in CAMINO REAL VILLAGE II, the members shall be the CAMINO REAL VILLAGE II members. The voting rights or limitation of each class shall be as set forth in item (6) of this Article.

6. On all matters as to which the membership shall be entitled to vote, whether at large or by class, as hereinafter provided, there shall be only one vote for each unit, which vote shall be exercised in the manner provided by the Declarations of the Condominium and the By-Laws. The matters which require the vote of the membership shall be voted on as follows:

- A. Matters relating to an individual condominium shall be voted on by the class of members owning condominium parcels in that condominium;
- B. Matters relating to more than one individual condominium shall be voted on by the class of members owning condominium parcels in the condominiums involved;
- C. Matters relating to the Association, as a whole, or to all of the condominiums, shall be voted on by the membership at large.

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The decision as to whether a matter relates to one or more condominiums or to the Association, as a whole, or to all of the condominiums shall be determined by the Board of Directors, whose decision shall be conclusive; provided, however, that no action or resolution which shall require the vote of the membership because of any provision in the Declarations of Condominiums or in the By-Laws or in the Condominium Act, Chapter 718, Florida Statutes, shall be effective with regard to any condominium unless the membership class of that condominium shall have voted on said action or resolution. It should be understood that all condominiums within the Camino Real Village Project are governed under one Condominium Association, to-wit: The CAMINO REAL VILLAGE ASSOCIATION, INC., however, the foregoing method of Class Voting under certain circumstances is being employed recognizing that the needs of certain condominiums may be unique as to the condominium as a whole.

V

TERM

The term for which this Association is to exist shall be perpetual.

VI

SUBSCRIBERS

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

| <u>NAME</u>      | <u>ADDRESSES</u>                                       |
|------------------|--|
| RICHARD J. BLOCK | 7000 West 12th Avenue<br>Hialeah, Florida 33014        |
| BERNARD SULTAN   | 7000 West 12th Avenue<br>Hialeah, Florida 33014        |
| ROBERT B. TANNER | 555 South Federal Highway<br>Boca Raton, Florida 33432 |

VII

BOARD OF DIRECTORS

The affairs of the Association will be managed by a Board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors. The members of the first Board of Directors need not be members of the Association.

Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws.

B3530 P1030 (1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of the association;

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, in a condominium operated by the association.

(2) Within 60 days after the unit owners other than the developer are entitled to elect a member or members of the board of administration of an association, the association shall call, and give not less than 30 days' or more than 40 days' notice of, a meeting of the unit owners to elect the members of the board of administration. The meeting may be called and the notice given by any unit owner if the association fails to do so.

(3) If a developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the developer:

(a) Assessment of the developer as a unit owner for capital improvements.

(b) Any action by the association that would be detrimental to the sales of units by the developer. However, an increase in assessments for common expenses without discrimination against the developer shall not be deemed to be detrimental to the sales of units.

The names and addresses 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:

| <u>NAME</u>      | <u>ADDRESSES</u>                                 |
|------------------|--|
| RICHARD J. BLOCK | 7000 West 12th Avenue<br>Hialeah, Florida 33014  |
| BERNARD SULTAN   | 7000 West 12th Avenue<br>Hialeah, Florida 33014  |
| CLARK GOEBEL     | 5900 Camino Del Sol<br>Boca Raton, Florida 33433 |

## VIII

### OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice-President, Secretary and Treasurer, and if any, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.

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

The names and addresses of the officers who are to serve until their successors are designated by the Board of Directors are as follows:

|                          |                  |  |
|--------------------------|------------------|--|
| President                | RICHARD J. BLOCK | 7000 West 12th Avenue<br>Hialeah, Florida 33014  |
| Vice-President           | CLARK GOEBEL     | 5900 Camino Del Sol<br>Boca Raton, Florida 33433 |
| Secretary -<br>Treasurer | BERNARD SULTAN   | 7000 West 12th Avenue<br>Hialeah, Florida 33014  |

## IX

### INDEMNIFICATION

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

## X

### ADDRESS

The principal office of the corporation shall be located at 5900 Camino Del Sol, Boca Raton, Florida 33433, but the corporation

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may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

## XI

### BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended, or rescinded in the manner provided for by the By-Laws.

## XII

### AMENDMENTS

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

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

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

- a. Such approval must be by not less than 66 2/3% of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire members of the Association; or
- b. By not less than 75% of the votes of the entire membership of the Association.

3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon condominium units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of the Developer so long as it shall own one or more units in the Condominium.

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

## XIII

### CONSTRUCTION

All words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of CAMINO REAL VILLAGE II, a condominium.

IN WITNESS WHEREOF, the subscribers have affixed their



signatures this 2nd day of March, 1979.

Richard J. Block  
RICHARD J. BLOCK

Bernard Sultan  
BERNARD SULTAN

Robert B. Tanner  
ROBERT B. TANNER

STATE OF FLORIDA     )  
                              )  
COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority, personally appeared RICHARD J. BLOCK, BERNARD SULTAN and ROBERT B. TANNER, who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 2nd day of March, 1979.

Deborah S. Davis  
Notary Public, State of Florida  
at Large

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR. 12 1982  
BONDED THRU GENERAL INS. UNDERWRITERS

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EXHIBIT "F"  
TO THE DECLARATION OF CONDOMINIUM  
CAMINO REAL VILLAGE IV  
A CONDOMINIUM

BY-LAWS

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DC-48

BY-LAWS  
OF  
CAMINO REAL VILLAGE ASSOCIATION, INC.  
A Florida no-stock, non-profit  
Membership Corporation

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ARTICLE I  
GENERAL

Section 1. The Name: The name of the corporation shall be CAMINO REAL VILLAGE ASSOCIATION, INC., hereinafter referred to as "the Association".

Section 2. Principal Office: The principal office of the corporation shall be 5900 Camino Del Sol, Boca Raton, Florida 33433, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Identity: That in addition to the within By-Laws being the By-Laws of the Association, these By-Laws are established pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, as amended for the purpose of administering, operating and managing those condominiums submitted to condominium ownership in the Camino Real Village Project and selected as the entity to govern the affairs of its condominium as Camino Real Village Association, Inc., a Florida non-profit corporation.

Section 4. Definition: As used herein, the term "corporation" shall be the equivalent of "association", and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of Camino Real Village II, a condominium.

ARTICLE II  
DIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole board shall not be less than three (3) nor more than nine (9). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

Section 2. Representation: After the initial Board of Directors within the limits above specified the number of directors shall be determined as follows:

A. Upon the first election of directors, three (3) directors at large shall be elected plus a number equal to the total number of condominiums in existence at that time which were created under a recorded Declaration of Condominium and for which this association is designated as the entity responsible for their operation so that in addition to the three (3) directors elected at large each condominium as described above will have at least one representative on the Board of Directors (which representatives will hereinafter be referred to as resident directors).

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B. Resident directors shall be elected solely by the members of each condominium who are the only members entitled to vote for their respective resident director.

C. Directors at large shall be elected by the membership of the Association at large.

D. Each member of the Board of Directors shall have equal powers, rights and obligations without regard as to whether or not they were elected at large or by a separate class.

E. After the first election of directors at each election thereafter the number of directors to be elected will be the same as the preceding number of directors plus one resident director for any additional condominium for which this association was designated as the entity responsible for its operation which is created in the interim between elections.

**Proviso:**

Transfer of Association control shall be governed by the provisions of Chapter 718.301, Florida Statutes and the Developer, Camino Real Village, , a Joint Venture by and between Middlesex Development Corporation, a California corporation and B & S Ventures, Inc., a Florida corporation shall retain control of a majority of the Board of Directors for the maximum period of time permitted by law as presently existing, or as revised in the future.

**Section 3. Vacancy and Replacement.** If the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

**Section 4. Removal.** Directors, other than the first or initial Board of Directors, may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever, except for the first or initial Board of Directors.

**Section 5. First Board of Directors.** The first or initial Board of Directors shall consist of RICHARD J. BLOCK, BERNARD SULTAN and CLARK GOEBEL, who shall hold office and shall reasonably exercise all powers of the Board of Directors until the first election of directors, anything herein to the contrary notwithstanding; provided that any and all of said directors shall be subject to replacement in the event of resignation or death as above provided.

**Section 6. Powers.** The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

- A. To make and collect assessments and establish the time within which payment of same are due;
- B. To use and expend the assessments collected, to maintain, care for, and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for, and preserved by the unit owners;
- C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;
- D. To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation;
- E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable;
- F. To collect delinquent assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration; to employ, contract with, retain and pay attorneys and accountants in connection with the business of the corporation.
- G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or maintenance manager or management company, who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the buildings. To employ workmen, janitors, maintenance men and gardeners, and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally, to have the powers of an apartment house manager in connection with the matters hereinbefore set forth;
- H. To make reasonable rules and regulations for the occupancy of the condominium parcels;
- I. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation, or other use and benefit of the unit owners, and to declare expenses in connection therewith to be common expenses; all in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the corporation, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.
- J. To approve or disapprove proposed purchasers and lessees of condominium parcels in the manner which may be specified in the Declaration of Condominium.

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Section 7. Meetings:

- A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general meeting of the members, and immediately after the adjournment of same.
- B. No notice of a Board of Directors meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual, or semi-annual meetings. If such resolution is adopted; no notice of such regular meetings of the Board of Directors shall be required.
- C. Special meetings of the Board may be called by the president on five (5) days' notice to each Director. Special meetings shall be called by the secretary and president in a like manner and on like notice on the written request of two (2) Directors.
- D. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present.

Section 8. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll call;
- B. Reading of minutes of last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Unfinished business;
- H. Original resolutions and new business;
- I. Adjournment.

Section 9. Annual Statement: Subsequent to the first election of directors, the Board shall present, not less often than at the annual meetings and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation at the annual meetings.

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, one or more Vice-Presidents, Secretary, Assistant Secretary, and Treasurer; all of whom shall be elected annually by said Board. Any two of said offices may

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be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect all officers, none of whom, excepting the President, need be a member of the Board.

Section 4. Term: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors.

Section 5. The President:

- A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and Directors; shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect;
- B. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal by the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation;

Section 6. The Secretary:

- A. The secretary shall keep the minutes of the member meetings and of the Board of Directors meetings in one or more books provided for that purpose;
- B. He shall see that all notices are duly given in accordance with the provision of these By-Laws or as required by law;
- C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provision of these By-Laws;
- D. He shall keep a register of the post office address of each member which shall be furnished to the Secretary by such member;
- E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 8. The Treasurer:

- A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation; and shall deposit all monies and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors, the Articles of Incorporation and these By-Laws.
- B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation;
- C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 9. Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

Section 10. Vacancies: If the office of any director, or of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.

Section 11. Resignations: Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. There shall be no stock certificates issued by this corporation. Membership in the corporation shall be limited

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to the owner of the condominium unit, who shall automatically become a member of said corporation, and said membership shall be an incident of ownership and not separately transferable.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor, in such instance, shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the declaration.

Section 3. Each member shall be entitled to one (1) vote (for each unit which he, she or it owns) in the management of the corporation and, as to the election of directors, shall be entitled to vote as provided for in the Articles of Incorporation. No person will be entitled to vote who is not current with his obligations to the Association.

Section 4. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration and these By-Laws.

Section 5. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

#### ARTICLE V

##### MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation, or such other place as may be stated in the notice.

Section 2. Annual Meeting: Regular annual meetings subsequent to the first election of directors shall be held during the month of November of each succeeding year, at such times as may be stated in the notice, if not a legal holiday; and if a legal holiday, then on the next secular day following.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by units, with the residence of each, shall be prepared by the secretary. Such list shall be produced and kept for said ten (10) days and throughout the election of the office of the corporation and shall be open to examination by any member throughout such time.

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- A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation may be called by the president, and shall be called by the president or secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting;
  - B. Notwithstanding the foregoing, there can be no special meetings of members prior to the first election of directors unless a majority of the first Board of Directors requests same;
  - C. Written notice of a special meeting of members stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting;
  - D. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 4. Quorum: Fifty-One percent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the time, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 5. Vote Required to Transact Business: When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by a written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the Florida Statutes, by the Declaration, the Certificate of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 6. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 7. Waiver and consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes or the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 8. Order of Business: The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of Notice of Meeting or Waiver of Notice;

- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of Officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New Business;
- (i) Adjournment;

Section 9. Proviso: Provided, however, that until the Developer of the Condominiums has completed and sold 400 of the condominium units in the Project, or until December 31, 1999, or until the Developer elects to terminate its control of the Association, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors of the Association.

Section 10. Parliamentary Rules: Roberts Rules of Order (latest edition), shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, Declaration of Condominium, or these By-Laws.

#### ARTICLE VI

##### NOTICES

Section 1. Definition: Whenever under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a post-paid, sealed wrapper, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provision of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

#### ARTICLE VII

##### FINANCES

Section 1. Fiscal Year: The fiscal year shall begin the first day of January in each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2. Accounts: The funds and expenditures of the Association shall be credited and charged in accordance with and pursuant to the Declarations of Condominium of condominiums within the Camino Real Village Project.

Section 3. Acceleration of Assessment Installments Upon Default: If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery of or the mailing of such notice to the unit owner.

Section 4. The Termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected

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with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

#### ARTICLE VIII

##### SEAL

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

#### ARTICLE IX

##### RULES AND REGULATIONS

Section 1. As to Common Elements: The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall from time to time post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

Section 2. As to Condominium Units: The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

Section 3. Building Rules and Regulations: The building rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said building rules and regulations are as follows:

- A. No condominium parcel owner shall use or permit the use of his unit for any purpose other than as a family residence and maintain his unit in a clean and sanitary manner. There shall be no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the property or in any condominium parcel. The Developer shall be exempt from this provision with respect to any units owned by it and hereby expressly reserves the right to use one or more of said units as sales offices, models, executive and construction offices, management and display offices, or for other use necessary to or related to the usual course of the Developer's business and activities.
- B. No condominium parcel owner shall keep pets or other animals in his unit or within the common elements unless prior written approval of the Developer and the Board of Directors of the Association is obtained. The Developer only may grant written approval to keep a dog or cat or so long as the Developer holds at least one unit available

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for sale within the Camino Real Village Complex. In the event written approval as aforescribed is obtained by the Unit Owner, then and in such an event, the Unit Owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas or the common areas, and/or to cause a nuisance, or disturbance of any kind or nature. In the event written approval as aforescribed is obtained, then and in such an event, such approval will be subject to Rules and Regulations established from time to time by the Association. Approval can be withdrawn at any time if the rules are not obeyed.

- C. No condominium parcel owner shall permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
- D. Children of unit owners and children who are guests of unit owners shall not be permitted to play in the walks, corridors, or stairways of any condominium building, or in any form or fashion disturb the quiet enjoyment of owners.
- E. The common walks and common elements shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements, except those areas that may be designated as such by the Board of Directors.
- F. There shall not be kept in any unit any inflammable, combustible, or explosive fluid, material, chemical or substance except for normal household use.
- G. Every condominium parcel owner shall conform to and abide by the By-Laws or uniform Rules and Regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through, or under him do likewise.
- H. Every condominium parcel owner shall allow the Board of Directors and/or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvement within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions, easements, and the By-Laws of the Association. The Developer hereby reserves the right to enter any of the units to make repairs, whether they are required in the unit entered or in any adjacent unit, or portion of the common elements for the period of time during which the Developer has construction in process in the Camino Real Village Complex and thereafter for the period of time Developer may be obligated to make repairs under any warranty. This right shall inure to the agents, servants, employees, subcontractors, or independent contractors employed by the Developer or otherwise engaged by the Developer.

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1. Signs. No signs of any kind, including "Sold" or "For Sale" or "For Rent" or other displays or advertising shall be maintained or permitted on any part of the common elements, limited common elements, or units. The right is reserved exclusively to the Developer to place "Sold" or "For Sale" or "For Rent" signs in connection with any unsold or sold or unoccupied units it may from time to time own. The same right is reserved to any institutional mortgagee which may become the owner of a unit and to the Association as to any unit which it may own.
- J. No condominium parcel owner shall make or cause any structural alterations to and in the building, including, but not limited to, enclosing or screening of a terrace, or sun deck of any unit, or removal of any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building without first obtaining the prior written consent of the Developer and the Association. The owner shall not erect or cause to be erected any outdoor clothes lines.
- K. No condominium parcel owner shall make any repairs to any plumbing or electrical wiring or air-conditioning and heating systems except by personnel authorized to do such work by the Board of Directors of the Association. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the common elements. All repairs, maintenance and replacement of air-conditioning and heating systems regardless of location shall be the responsibility of the Unit Owner involved in such repair or replacement. For the period of time for which the Developer maintains construction in Camino Real Village Complex, the Developer shall be the only contractor authorized to make repairs or conduct maintenance and replacement within the condominium complex.
- L. No condominium parcel owner shall cause to be constructed or built any additional air-conditioning or fan equipment attached to walls, windows, or doors, or displayed in such a manner as to be seen from the outside of the building. No reflective solar screening or other materials such as aluminium foil, spray paints, paints, or plastic adhesive materials may be attached to the windows, doors, or other glass which may be viewed from the exterior of the buildings contained in the units.
- M. No condominium parcel owner shall cover by shutters, hurricane shutters, roll down shutters, screens, or otherwise any windows, doors, terraces, sun decks, or walkways of his unit without first obtaining the prior written consent of the Developer and the Association. No written consent shall be valid unless given by the Developer during the period of time within which the Developer is conducting construction within the Camino Real Village Complex.
- N. Proviso. If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: (1) Assessment of the Developer as a unit owner for capital improvements. (2) Any action by the association that would be detrimental to the sales of units by the Developer. Neither the Unit Owner nor the Association

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nor their successors or assigns shall limit the use of the condominium or otherwise interfere with the completion of the contemplated improvements in this Condominium and the Project and the sale of the units. The Developer (or his duly authorized agents, or assigns) may make such use of the unsold units and the common areas as may facilitate such completion and sale, including but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials. The Developer may use unsold units as model units or as a sales office for display purposes to prospective condominium purchasers. The Developer shall have the right to use unassigned parking spaces and guest parking spaces for prospective purchasers and such other parties as Developer determines. Developer further reserves the right to use the recreational facilities within the complex in any manner it sees fit to promote sales of units within the complex.

- O. No children under the age of ten (10) years are allowed to permanently reside within any of the condominium units except by express written permission of the Developer during the period of time it has construction in process, in the Camino Real Village Complex. Thereafter, written permission for children under ten (10) years of age must be obtained from the condominium association.

Children of any age living with a unit owner for less than sixty (60) consecutive days in any twelve (12) month period shall not be required to be approved as they shall be considered "temporary residents".

- P. No cooking shall be permitted on any sun deck, balcony or terrace of a unit.
- Q. Any suggestions or criticisms regarding the maintenance of the condominium common areas should be made in writing to the Developer during the period of time within which the Developer is conducting construction within the Camino Real Village Complex or owns at least one unit in the complex. Thereafter written suggestions should be directed to the Board of Directors.
- R. Unit owners, residents, their families, guests, servants, employees, agents, or visitors, shall not at any time or for any reason whatsoever enter upon any roof area, meter room or other service room or service area.
- S. The use of all recreational facilities shall at all times be subject to such rules and regulations as the Board of Directors may establish.
- T. Payments of monthly assessments shall be made at the main administrative offices or such other places as may be designated from time to time. Payments made in the form of checks, shall be made to the order of the Camino Real Village Association, Inc. Payment of regular assessments are due on the first day of each month, and if ten (10) or more days late, are subject to late charges, as provided by the Board of Directors.
- U. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such unit owner or resident.
- V. All of the restrictions, limitations and obligations of members as provided in the Declaration of Condominium are incorporated herein by reference but not by way of limitation.

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- W. The parking of trucks, vans, campers, trailers, boats trailers, recreational vehicles and any vehicles other than standard automobiles and station wagons, are prohibited on the condominium or Camino Real Village Complex Property unless specific written permission is granted by the Developer as long as it owns at least one unit within the Camino Real Village Project; thereafter written permission must be obtained from the Board of Directors of the Camino Real Village Association.

Unit owners will be held personally responsible for the removal of any such unauthorized vehicle owned by the unit owner, himself, or any guest of the unit owner. Owners who do not promptly remove such vehicles, will have them towed away at their expense and all owners, by the acceptance of the deed to their unit from the Developer, are deemed to have accepted this obligation and do authorize the Camino Real Village Association, Inc. or Developer, acting through its agents, officers, and/or employees to remove unauthorized vehicles.

#### ARTICLE X

##### DEFAULT

- A. In the event an owner of a condominium parcel does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid-in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the corporation may, through its Board of Directors or manager acting in behalf of the corporation or in its own behalf, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the corporation against a condominium parcel owner, the losing defendants shall pay the costs thereof, together with a reasonable attorney's fee.

If an action or foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the corporation and, as a result thereof, the interest of the said owner in and to the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the corporation becomes the owner of a condominium parcel by reason of a foreclosure, it shall offer said unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the condominium parcel, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the condominium parcel in question.

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- B. In the event of violation of the provision of the Declaration of Condominium, corporate charter or restrictions and By-Laws, as the same are not or may hereafter be constituted the corporation, on its own behalf or by and through the Board of Directors or manager, may bring appropriate action to enjoin such violations or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it or they may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fee and court costs.

Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the corporation and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a condominium parcel to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

#### ARTICLE XI

##### REGISTERS

Section 1. The secretary of the corporation shall maintain a register in the corporation office showing the names and addresses of members.

Section 2. Any application for the transfer of a membership or for a conveyance of interest in a condominium parcel or a lease of condominium parcel shall be accompanied by a screening-application fee in the amount of Fifty (\$50.00) Dollars to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors, or such other fee as may be determined by the Board of Directors from time to time.

Section 3. The corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to notify the corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an application provision of the By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

#### ARTICLE XII

##### SURRENDER

In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire and other casualty excepted, and the corporation shall have the right to re-enter and to repossess the owned unit. The member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Palm Beach County, State of Florida, or the United States of America.

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ARTICLE XIII

JOINT OWNERSHIP

A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership.

ARTICLE XIV

AMENDMENT OF BY-LAWS

These By-Laws may be amended in the manner set forth in the Declaration of Condominium.

Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any class or group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or, the Declaration of Condominium.

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

ARTICLE XV

REAL PROPERTY TAXES

It is anticipated that the taxing authorities in taxing for real property taxes shall tax each condominium unit on a separate and distinct basis by forwarding a separate tax bill to each individual condominium parcel owner for his separate unit. In the event the taxing authorities do not tax individually each unit and one tax bill is levied, then and in such event the Condominium upon which such tax bill is levied shall divide the tax bill as a common expense for said Condominium and same shall be paid by the individual condominium parcel owner of the Condominium in percentage proportion to his ownership in the common elements as stated in the subject Declaration of Condominium.

ARTICLE XVI

CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

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

APPROVED AND DECLARED AS THE BY-LAWS OF CAMINO REAL VILLAGE ASSOCIATION, INC.

By *Richard J. Bels* (SEAL)  
President

Attest: *Bert Smith* (SEAL)

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EXHIBIT "H"  
TO THE DECLARATION OF CONDOMINIUM  
CAMINO REAL VILLAGE IV  
A CONDOMINIUM

SITE PLAN

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- f. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision shall be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over, and said Unit Owner and his unit shall be subject to special assessment for such sum.

- (6) "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage (placed as per Article 15.B.1) becomes payable. Should such "very substantial" damage occur, then:
- a. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.
  - b. The provisions of Article 16.B.5(f) shall not be applicable to any institutional first mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.
  - c. Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the Condominium project, subject to the following:
    1. If the net insurance proceeds available for restoration and repair, together with the funds advanced by Unit Owners to replace insurance proceeds paid over to institutional first mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless two-thirds (2/3) of the total votes of the members of the Condominium shall vote to abandon the Condominium project, in which case the Condominium property shall be removed from the provisions of the law, in accordance with Section 16 of the Condominium Act.

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2. If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to institutional first mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, then if a majority of the total votes of the members of the Condominium vote against such special assessment and to abandon the Condominium project, then it shall be so abandoned and the property removed from the provisions of the law in accordance with Section 16 of the Condominium Act. In the event a majority of the total votes of the members of the Condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 16.B.(5)(c) and (d) above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property, as provided in Paragraph 16.B. (5)(c) above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the Unit Owner shall be obligated to replenish the funds so paid over to his mortgagee, and said Unit Owner and his unit shall be subject to special assessment for such sum.

d. In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all Unit Owners.

- (7) Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the institutional mortgagee holding and owning the first recorded mortgage encumbering a condominium unit within the Condominium requires distribution. In the event of distribution then the Insurance Trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.
- (8) Certificate. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.
- (9) Plans and Specification. Any repair and restoration must be substantially in accordance with the plans

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and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required. The Insurance Trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations or rebuilding.

(10) Association's Power to Compromise claim. The Association is hereby irrevocably appointed agent for each Unit Owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

- (c) WORKMEN'S COMPENSATION POLICY to meet the requirements of law.
- (d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- (e) Each individual Unit Owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in Paragraph (f) hereinafter.
- (f) If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against Unit Owners, the Association, and their respective servants, agents, and guests.

17. Obligations of Members. In addition to other obligations and duties heretofore set in this Declaration, every condominium parcel owner shall:

- (a) No condominium parcel owner shall use or permit the use of his unit for any purpose other than as a family residence and maintain his unit in a clean and sanitary manner. There shall be no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the property or in any condominium parcel. The Developer shall be exempt from this provision with respect to any units owned by it and hereby expressly reserves the right to use one or more of said units as sales offices, models, executive and construction offices, management and display offices, or for other use necessary to or related to the usual course of the Developer's business and activities.
- (b) No condominium parcel owner shall keep pets or other animals in his unit or within the common elements unless prior written approval of the Developer and the Board of Directors of the Association is obtained. The Developer only may grant written approval to keep a dog or cat or so long as the Developer holds at least one unit available for sale within the Camino Real Village Complex. In the event written approval as aforescribed is obtained

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by the Unit Owner, then and in such an event, the Unit Owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas or the common areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforescribed is obtained, then and in such an event, such approval will be subject to Rules and Regulations established from time to time by the Association. Approval can be withdrawn at any time if the rules are not obeyed.

- (c) No condominium parcel owner shall permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
- (d) Children of unit owners and children who are guests of unit owners shall not be permitted to play in the walks, corridors, or stairways of any condominium building, or in any form or fashion disturb the quiet enjoyment of owners.
- (e) The common walks and common elements shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements, except those areas that may be designated as such by the Board of Directors.
- (f) There shall not be kept in any unit any inflammable, combustible, or explosive fluid, material, chemical or substance except for normal household use.
- (g) Every condominium parcel owner shall conform to and abide by the By-Laws or uniform Rules and Regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through, or under him do likewise.
- (h) Every condominium parcel owner shall allow the Board of Directors and/or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement or the improvement within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions, easements, and the By-Laws of the Association. The Developer hereby reserves the right to enter any of the units to make repairs, whether they are required in the unit entered or in any adjacent unit, or portion of the common elements for the period of time during which the Developer has construction in process in the Camino Real Village Complex and thereafter for the period of time Developer may be obligated to make repairs under any warranty. This right shall inure to the agents, servants, employees, subcontractors, or independent contractors employed by the Developer or otherwise engaged by the Developer.
- (i) Signs. No signs of any kind, including "Sold" or "For Sale" or "For Rent" or other displays or advertising shall be maintained or permitted on any part of the

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common elements, limited common elements, or units. The right is reserved exclusively to the Developer to place "Sold" or "For Sale" or "For Rent" signs in connection with any unsold or sold or unoccupied units it may from time to time own. The same right is reserved to any institutional mortgagee which may become the owner of a unit and to the Association as to any unit which it may own.

- (j) No condominium parcel owner shall make or cause any structural alterations to and in the building, including, but not limited to, enclosing or screening of a terrace, or sun deck of any unit, or removal of any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building without first obtaining the prior written consent of the Developer and the Association. The owner shall not erect or cause to be erected any outdoor clothes lines.
- (k) No condominium parcel owner shall make any repairs to any plumbing or electrical wiring or air-conditioning and heating systems except by personnel authorized to do such work by the Board of Directors of the Association. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the common elements. All repairs, maintenance and replacement of air-conditioning and heating systems regardless of location shall be the responsibility of the Unit Owner involved in such repair or replacement. For the period of time for which the Developer maintains construction in Camino Real Village Complex, the Developer shall be the only contractor authorized to make repairs or conduct maintenance and replacement within the condominium complex.
- (l) No condominium parcel owner shall cause to be constructed or built any additional air-conditioning or fan equipment attached to walls, windows, or doors, or displayed in such a manner as to be seen from the outside of the building. No reflective solar screening or other materials such as aluminium foil, spray paints, paints, or plastic adhesive materials may be attached to the windows, doors, or other glass which may be viewed from the exterior of the buildings contained in the units.
- (m) No condominium parcel owner shall cover by shutters, hurricane shutters, roll down shutters, screens, or otherwise any windows, doors, terraces, sun decks, or walkways of his unit without first obtaining the prior written consent of the Developer and the Association. No written consent shall be valid unless given by the Developer during the period of time within which the Developer is conducting construction within the Camino Real Village Complex.
- (n) Proviso. If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: (1) Assessment of the Developer as a unit owner for capital improvements. (2) Any action by the association that would be detrimental to the sales of units by the Developer. Neither the Unit Owner nor the Association nor their successors or assigns shall limit the use of the condominium or otherwise interfere with the completion of the contemplated improvements in this Condominium and the Project and the sale of the units. The Developer (or his duly authorized agents, or assigns) may make such use of the unsold units and the common areas as may facilitate such completion and sale, in-

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cluding but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials. The Developer may use unsold units as model units or as a sales office for display purposes to prospective condominium purchasers. The Developer shall have the right to use unassigned parking spaces and guest parking spaces for prospective purchasers and such other parties as Developer determines. Developer further reserves the right to use the recreational facilities within the complex in any manner it sees fit to promote sales of units within the complex.

- (o) No children under the age of ten (10) years are allowed to permanently reside within any of the condominium units except by express written permission of the Developer during the period of time it has construction in process, in the Camino Real Village Complex. Thereafter, written permission for children under ten (10) years of age must be obtained from the condominium association.

Children of any age living with a unit owner for less than sixty (60) consecutive days in any twelve (12) month period shall not be required to be approved as they shall be considered "temporary residents".

- (p) No cooking shall be permitted on any sun deck, balcony or terrace of a unit.
- (q) Any suggestions or criticisms regarding the maintenance of the condominium common areas should be made in writing to the Developer during the period of time within which the Developer is conducting construction within the Camino Real Village Complex or owns at least one unit in the complex. Thereafter written suggestions should be directed to the Board of Directors.
- (r) Unit owners, residents, their families, guests, servants, employees, agents, or visitors, shall not at any time or for any reason whatsoever enter upon any roof area, meter room or other service room or service area.
- (s) The use of all recreational facilities shall at all times be subject to such rules and regulations as the Board of Directors may establish.
- (t) Payments of monthly assessments shall be made at the main administrative offices or such other places as may be designated from time to time. Payments made in the form of checks, shall be made to the order of the Camino Real Village Association, Inc. Payment of regular assessments are due on the first day of each month, and if ten (10) or more days late, are subject to late charges, as provided by the Board of Directors.
- (u) No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such unit owner or resident.
- (v) The parking of trucks, vans, campers, trailers, boats, boat trailers, recreational vehicles and any vehicles other than standard automobiles and station wagons, are prohibited on the condominium or Camino Real Village Complex Property unless specific written permission is granted by the Developer as long as it owns at least one unit within the Camino Real Village Project; thereafter written permission must be obtained from the Board of Directors of the Camino Real Village Association.

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Unit owners will be held personally responsible for the removal of any such unauthorized vehicle owned by the unit owner, himself, or any guest of the unit owner. Owners who do not promptly remove such vehicles, will have them towed away at their expense and all owners, by the acceptance of the deed to their unit from the Developer, are deemed to have accepted this obligation and do authorize the Camino Real Village Association, Inc. or Developer, acting through its agents, officers, and/or employees to remove unauthorized vehicles.

18. Conveyances, Sales, Rentals, Leases and Transfers. In order to insure the community of congenial residents and thus protect the value of the units, the sale, leasing, rental, and transfer of units by any owner, other than the Developer, shall be subject to the following provisions:

- (a) Conveyances, Sales and Transfers Prior to the sale, conveyance, or transfer of any residential condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association, in writing, transmitting a copy of a fully executed Purchase Agreement and a photocopy of the earnest money binder check or draft together with the name and address of the person to whom the proposed sale, conveyance, or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within thirty (30) days, the Board of Directors of the Association shall either approve or disapprove of a proposed sale, transfer, or conveyance, in writing, and shall notify the owner of its decision. In the event the Board of Directors shall fail to approve or disapprove of a proposed sale within said thirty (30) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapproves the proposed sale, conveyance, or transfer, and if a member still desires to consummate such sale, conveyance, or transfer, he shall forty-five (45) days before such sale, conveyance, or transfer, give written notice to the secretary of the Association of his intention to sell, convey, or transfer on a certain date, together with the price and other terms thereof, and the Association shall promptly notify the members of the Association of the date, price, and terms. Any member shall have the first right over the prospective purchaser to accept such sale or transfer at the price and on the terms contained in the notice, provided that they so notify the secretary of the Association, in writing, of the acceptance at least fifteen (15) days before the date of the intended sale or transfer, and deposit, which information and notice of deposit the Association shall promptly forward to the owner. In the event no members of the Association accept first right of purchase as aforescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will accept the transaction upon the price and upon the terms contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale or transfer, notifies the owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice receives acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

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During the period of time the Developer maintains construction within the Camino Real Village Complex, or owns at least one unit in said complex it hereby reserves the exclusive right and option of first refusal should a unit owner propose to sell, convey, or transfer a unit.

In the event the member giving notice received no written notice from any member of the Association accepting his price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the day of sale or transfer, then that member may complete the sale or transfer on the day and at the price and terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended, and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title, and interest to the member or members making the redemption.

An affidavit of the secretary of the Association stating that the Board of Directors approved in all respects on a certain date the sale or transfer of a condominium parcel to certain persons shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit the redemption rights herein afforded the members shall terminate.

An affidavit of the secretary of the Association stating that the Board of Directors were given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with, and that the sale or transfer of a particular condominium parcel to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the person's title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms, and date stated in the notice given to the secretary, but one hundred twenty (120) days after the date of the notice to the Board of Directors as stated in the affidavit the redemption rights herein afforded the members shall terminate.

- (b) Rental or Lease. A condominium parcel shall not be leased or rented without the prior written approval of the Developer during the period of time Developer has control of the Board of Directors of the Association, and thereafter by the Association. The Developer, and after the Developer has completed construction within the complex and no longer owns at least one unit in said complex, the Board of Directors shall have the right to require that a substantially uniform form of lease be used.

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In the event the Developer, or subsequently the Board of Directors, approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.

Completely apart from and in addition to the Developer's, and subsequently, the Association's right to pass on and approve or disapprove of any such attempted lease of any condominium unit, is the right of the Developer, and subsequently, the Association, hereby given and granted of first refusal to lease any condominium unit offered for lease by any member of the Association. Accordingly, no owner of a condominium unit shall lease same to any party without first giving the Developer, during the period of time the Developer either has construction pending within the complex, or owns at least one unit in said complex, and subsequently the Association, notice in writing of such lease as herein provided, thereby giving the Developer, and subsequently the Association, the opportunity to determine whether it will exercise the right of first refusal to lease said condominium unit on the same terms and conditions as those contained in any bona fide offer which the owner of such condominium unit may have received for the lease of his said condominium unit on the same terms and conditions as are contained in said bona fide offer, then the Developer, and subsequently the Association, shall notify the owner of said condominium unit desiring to lease the same of the exercise by the Developer, and subsequently the Association of its election to so lease said condominium unit, such notice to be in writing and sent by mail to said owner at the owner's last known address within fifteen (15) days from the receipt by the Association, of the owner's notice to said Developer, and subsequently the Association, as hereinabove required. If the Developer, or subsequently, the Association, has elected to lease such condominium unit, then, upon notifying the owner of such condominium unit of its election to lease said condominium unit, the Developer, or subsequently the Association, shall execute a lease and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the Developer, or subsequently, the Association, does not, within fifteen (15) days after notice to it from the owner, exercise its right of first refusal herein granted, the owner may lease the condominium unit to the proposed lessee, provided that the Developer, or subsequently, the Association has approved of the lessee as hereinabove stated. If the Developer, or subsequently, the Board of Directors of the Association, shall so elect, it may cause its right of first refusal to lease any condominium unit to be exercised in its own name for itself, or for a party approved by said Developer, or subsequently, by said Board of Directors.

- (c) If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval by the Developer initially, or subsequently by the Association, of all of the proposed occupants of the condominium parcel.
- (d) In the case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such

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owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. All assessments for maintenance must be paid in full prior to occupancy by any heirs, devisees, or relatives of the decedent(s). In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida the condominium parcel descends to some person or persons other than his surviving spouse or members of his family, as aforescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence or rightful designation served upon the president or any other officer of the Association; or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owners of the condominium parcel. If the Board of Directors of the Association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above-mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, the said condominium parcel at the then fair market value thereof. Should the parties fail to agree on the value of such condominium parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for Palm Beach County, Florida, upon ten (10) days' notice on petition of any party in interest. The expense of the appraisal shall be paid by the said designated person or persons or the legal representatives of the deceased owner out of the amount realized from the sale of said condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said condominium parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel; or such person or persons or the legal representative of the deceased owner may sell the said condominium parcel, but such sale shall be subject in all other respects to the provisions of this enabling Declaration and the By-Laws of the Association.

- (c) Mortgage. No parcel owner may mortgage his parcel nor any interest therein without the approval of the Association, except to an institutional mortgagee. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld. As long as the Developer owns at least one unit in the condominium complex, it shall retain the sole and exclusive right to approve mortgage, or mortgages for unit owners.

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- (f) Any sale, mortgage, or lease not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Association.
- (g) There shall be deposited and delivered to the Association a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer, gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee. It is understood that no fee shall be charged in connection with a transfer or approval in excess of the expenditures reasonably required for the transfer expense, and this expense shall not exceed Fifty Dollars (\$50.00). No charge shall be made in connection with an extension or renewal of a lease.
- (h) The foregoing provisions of this Paragraph 18 shall not apply to transfer by a Unit Owner to his or her spouse or (if a unit is owned by a form of co-tenancy) to transfer from one co-tenant to the other co-tenant(s).
- (i) The Board of Directors of the Association shall have the right to withhold consent and approval of prospective Unit Owners or lessees, to any lease, sale, transfer, conveyance, bequeath, devise, or otherwise in the event those prospective Unit Owners or lessees by being such a Unit Owner or lessee would automatically violate or breach a term, condition, restriction, rule or regulation, or covenant under this Declaration or Exhibits hereto.
- (j) The foregoing provisions of this Paragraph 18 shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, a mortgage banking company, or other institutional lender that acquires its title as a result of owning a pledge or mortgage upon the 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, savings and loan association, a mortgage banking company, or other institutional lender that so acquires its title; nor shall such provisions apply to a transfer, sale, or lease by a "bulk grantee" of an institutional mortgagee that so acquires its title as a result of owning a mortgage upon the unit concerned. A "bulk grantee" is defined as a grantee acquiring five or more units from said institutional mortgagee. The assignee of a mortgage originally taken by an institutional mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to said institutional mortgagee. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale. Neither shall such provisions apply to the Developer, or any person who is an officer, stockholder or Director of the Developer, and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a unit without complying with the provisions of this Paragraph 18, and without the approval of the Association, and without payment of any screening fee.



- (k) Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any unit which the members or Association shall have the right to purchase upon the same price and at the same terms available to the Association or members; such right of first refusal to continue until such time as the Developer shall have completed, sold and closed on the sale of all units in the Condominium and Project.

19. Restraint upon Separation and Partition. Any transfer of a condominium parcel must include all elements thereof as aforescribed and appurtenances thereto whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, the unit, and his Association membership. Recognizing that the proper use of a condominium parcel by any owner or owners is dependent upon the use and enjoyment of the common elements in common with the owners of all other condominium units, and that it is in the interest of all owners of condominium parcels that the ownership of the common elements be retained in common by the owners of condominium parcels in the Condominium, it is declared that the percentage of the undivided interest in the common elements appurtenant to each condominium parcel shall remain undivided and no Unit Owner shall bring any action for partition or division.

20. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto, and said documents and Rules and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (including Appellate legal fees and costs, if any), as may be awarded by the court, provided no attorney's fees may be recovered against the Association in such action.

In addition to the foregoing, if a Unit Owner fails to comply with the terms of this Declaration, the By-Laws, and/or the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the Association or its agent to employ an attorney in order to insure that the Unit Owner complies with his said obligations, then and in such event the Unit Owner will be obligated to reimburse the Association for the costs of such attorney's fees (including Appellate legal fees and costs, if any), regardless of whether or not suit may be instituted.

Except for proven instances of malfeasance or misfeasance, in the event there are any legal actions or similar measures taken against the Board of Directors of the Association, either individually or collectively, any costs and/or damages sustained by said Directors are to be paid for by the Association. In the event there are any legal actions or similar measures taken by the Association against the Developer, the Association shall pay for the Developer's attorney fees and other expenses, including any appellate costs or proceedings.

21. No Waiver of Rights. The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

22. Assignability of Rights of Developer. The rights and privileges reserved in this Declaration of Condominium, and in

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Exhibits hereto, in favor of the Developer, are assignable by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights in its behalf.

23. Type of Ownership. Ownership of each residential condominium parcel shall be by warranty deed from the Developer conveying fee simple title to each condominium unit and the undivided share in all other improvements appurtenant to each unit. There shall be included in each parcel the undivided share in the common elements as afordescribed.

24. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium and the Charter and By-Laws of the Association may be amended in the following manner:

- (a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- (b) A Resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:
  - (1) Not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association, or
  - (2) Not less than seventy-five percent (75%) of the votes of the entire membership of the Association, or
  - (3) In the alternative, an amendment may be made by agreement signed and acknowledged by all Unit Owners in the manner required for the execution of the deed, and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.

Proviso: Provided however:

- (1) That no amendment shall be made or be valid which shall in any manner impair the security of any institutional lender having a mortgage or other lien against any condominium parcel.
- (2) That no amendment shall be made increasing or decreasing a Unit Owner's percentage of ownership in the common elements as hereinabove stated, unless the Unit Owner or Unit Owners so affected and all record owners of liens thereon shall join in the execution of the amendment.
- (3) No provisions of Paragraph 16 of this Declaration may be changed without the written consent and approval of ninety percent (90%) of all institutional mortgagees of record of this Condominium.
- (4) No amendment shall be made or be valid so long as the Developer is in control of the condominium

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association or otherwise protected by the provisions of chapter 718.301, Florida Statutes.

- (5) No provisions of Paragraph 9(a) of this Declaration may be changed, altered, or modified without the written consent and approval of all Unit Owners and their mortgagees.
- (6) Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend or modify the Declaration for any purpose whatsoever, including the correction, if required, of any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as aforescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Palm Beach County, Florida, which amendment (or amendments) shall expressly describe that legal which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need to be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors, or mortgagees of units of the Condominium whether or not elsewhere required for amendments. However, as part and parcel of any such amendment as provided for in this sub-paragraph, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, then in that event, any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided for herein.
- (7) In the event it shall appear that there is an error or omission in this Declaration or Exhibits thereto, then and in that event the Association may correct such error and/or omission by an amendment to this Declaration in the manner hereinafter described to effectuate an amendment for the purpose of curing defects, errors or omissions. Such an amendment shall not require a vote of approval as provided in Paragraphs 24 (a) and (b) above, but shall require a vote in the following manner:
- I. Notice of the subject matter of a proposed amendment to cure a defect, error, or omission shall be included in the notice of any meeting at which such proposed amendment is to be considered.

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

- (a) Not less than thirty-three and one-third percent (33 1/3%) of the entire membership of the Board of Directors and by ten percent (10%) of the votes of the entire membership of the Condominium, or
- (b) Twenty-five percent (25%) of the votes of the entire membership of the Association, or
- (c) In the alternative, an amendment may be made by an agreement, signed and acknowledged by all Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.

III. The foregoing provisions relating to amendments for defects, errors, or omissions is in accordance with and pursuant to Section 718.304(1), Florida Statutes.

- (c) A copy of each amendment shall be certified by the president or vice president and secretary or assistant secretary or treasurer of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Palm Beach County, Florida.

25. Termination. This Condominium may be voluntarily terminated in the manner provided for in Section 718.117 of the Condominium Act at any time. This condominium may not be terminated without the express consent or approval of the Developer while the Developer is still building units in the condominium complex, or owns at least one unit in the complex. In addition thereto, when there has been "very substantial" damage, as defined in Article 16.(b)(6) above, this Condominium shall be subject to termination, as provided in said Article 16.(b)(6) above. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the members of the Association, pursuant to notice, and is approved in writing within ninety (90) days of the said meeting by three-fourths (3/4) of the total vote of the members of the Association, and all institutional mortgagees then the Association and the approving owners shall have an option to purchase all of the parcels of the other non-consentive owners within a period expiring one hundred twenty (120) days 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 exercised upon the following terms:

- (a) Exercise of Option. An agreement to purchase, executed by the Association and/or the record owners of the condominium parcels who will participate in the purchase, shall be delivered, by personal delivery, or

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mailed by certified mail or registered mail to each of the record owners of the condominium parcel to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all parcels owned by owners not approving the termination, but the agreement shall affect a separate contract between each seller and his purchaser.

- (b) Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and the purchaser within sixty (60) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, on the petition of the seller. The expenses of appraisal shall be paid by the purchaser.
- (c) Payment. The purchase price shall be paid in cash.
- (d) Closing. The sale shall be closed within sixty (60) days following the determination of the sale price.

26. Apartment Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

- (a) The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
  - (1) Upper Boundaries. The horizontal plane of the undecorated finished ceiling.
  - (2) Lower Boundaries. The horizontal plane of the undecorated finished floor.
- (b) The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior or the walls bounding the unit extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a terrace the perimetrical boundaries shall be extended to include the same.

Cleaning, maintenance and replacement of windows is an obligation of the individual unit owner in whose unit the window is located.

27. Rights Reserved unto Institutional Mortgagees. So long as any institutional mortgagee or institutional mortgagees shall hold any mortgage upon any condominium parcel or condominium parcels, such insrititutional mortgagee or institutional mortgagees shall have the following rights, to wit:

- (a) If requested in writing, to be furnished with at least one copy of the annual financial statement and report of the Association, prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.

B3530 P1007

- (b) If requested in writing, to be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.
- (c) To be given notice of default by any member owning any condominium parcel encumbered by a mortgage held by any institutional mortgagee or institutional mortgagees, such notice to be given in writing and to be sent to the principal office of such institutional mortgagee or institutional mortgagees, or to the place which it or they may designate in writing to the Association.
- (d) To cause the Association to create and maintain an account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall retain sufficient funds for payment of such premium or premiums. The Insurance Trustee may be designated by the Association as escrow depository for purposes hereof, or the Board of Directors of the Association may designate any institutional mortgagee interested in the Condominium to act in such capacity.

Whenever any institutional mortgagee or institutional mortgagees desire the provisions of this Article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, which written notices shall identify the condominium parcel or condominium parcel or condominium parcels upon which any such institutional mortgagee or institutional mortgagees hold any mortgage or mortgages, or identifying any condominium parcel owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such institutional mortgagee or institutional mortgagees.

Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, then said institutional mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the moneys so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual Unit Owners for the payment of such items of common expense.

If two (2) or more institutional mortgagees hold any mortgage or mortgages upon any condominium parcel or

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condominium parcels, and/or shall be the owner of any condominium parcel or condominium parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, and the decision of such institutional mortgagee shall be controlling.

28. Covenants. All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Unit Owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

29. Restrictions and Easements. The Developer has the sole and exclusive right to grant or modify easements within the Condominium complex so long as it still is constructing improvements within said complex, of still owns at least one condominium unit in said complex. The real property submitted to condominium ownership herewith is subject to conditions, limitations, dedications, restrictions, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, and any right of the United States of America, State of Florida, or any governmental agency as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service for the United States Post Office authority, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easement not structurally weakening the building improvements upon the condominium property nor unreasonably interfering with the enjoyment of the condominium property by the Association's members.

This Condominium may be a multi-phase type of condominium project as heretofore described in this Declaration and, accordingly, licenses, easements and/or rights of way established by the Developer or the Association either prior to date of recording of this Declaration or subsequent thereto or as included in this Declaration for pedestrian or vehicular traffic or for United States Post Office authorities or for utility easements, services or drainage, shall be not only for the use of Unit Owners in this Condominium but also for the use and benefit of Unit Owners and land owners of the land in Exhibit C hereto, their mortgagees, heirs, successors, personal representatives and assigns.

Certain portions of Camino Real Village Project Lands may, from time to time, be set aside and designated for use as an interior private road system, pedestrian walkways, automobile parking areas and landscaped areas for the common use and benefit of all Unit Owners or tenants or other parties in Camino Real Village Project. It is the intention of this Declaration that the portions of the common elements of this Condominium which must be utilized for the above-described purposes of this Paragraph 29 be subject to the various easements created by this Declaration and all exhibits attached hereto and that the general reservation herein of said easements would fulfill said intent. However, if

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the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as of the date hereof there is no grantee in being who has the capacity to take and hold the said easements (such as future Unit Owners in Camino Real Village Condominium Project or land owners of the land in Exhibit C hereto, their mortgagees, heirs, successors, personal representatives and assigns) by virtue of the reservation and grants of easements attempted to be made herein, then and in such event, any easement license or right-of-way, not deemed to be created as aforescribed, shall be considered as having been granted directly to the Association for the purposes of allowing the original party to whom the easement or license of right-of-way was originally granted the benefit of said easement or license of right-of-way.

Any easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium, shall constitute a covenant running with the land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners of this Condominium do hereby designate the Developer, while it still has construction under way in the development, and/or still owns at least one unit in the complex, as their lawful attorney-in-fact to execute any and all instruments for their benefit for the purposes of creating all such easements as are contemplated by the provisions hereof. After Developer relinquishes control, the unit owners do hereby designate the Association as their lawful attorney-in-fact to execute any and all such easements as are contemplated by the provisions hereof.

30. Developer's Tenants. It is understood and agreed by all parties hereto and all Unit Owners that certain units may be occupied by tenants of the Developer under lease agreements heretofore or hereinafter consummated and agreed upon. That any such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements and to use and enjoy on a non-exclusive basis all common elements of the Condominium without any cost or expense except as may be provided under their lease agreement with the Developer. The Developer and any tenants of the Developer are exempt from Paragraph 18 provisions of this Declaration regarding the approval of any lessees by the Association.

31. Invalidation and Operation. Invalidation of any portion of this Declaration or of any provisions contained in a conveyance of a condominium parcel, whether by judgment, court order, or statute, shall in nowise affect any of the other provisions, which shall remain in full force and effect.

In the event any court shall hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rules or law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

32. Approval and Ratification. The Condominium Association, by its execution of this Declaration of Condominium, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto. The Condominium Unit Owners, by virtue of their acceptance of the deed of conveyance as to their Condominium unit, and other parties by virtue of their occupancy of units, hereby approve and ratify all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto.

B3539 P1010



33. The unit owners, by the acceptance of the deeds to their individual units, and the Condominium Association, individually and collectively, agree to abide by all of the rules and regulations of the Boca Del Mar Improvement Association and any rules applied to the P.U.D. Ordinance of Palm Beach County, Florida applicable to the subject property. That certain Declaration of Restrictions pertaining to the condominium complex property filed in Official Record Book 2253, at Page 216 of the Public Records of Palm Beach County, Florida is hereby incorporated by reference. Unit owners will automatically be members of the Boca Del Mar Improvement Association.

34. Warranties. The Developer warranties are similar to those set forth in Chapter 718.203, Florida Statutes.

35. Execution of Documents Required by Palm Beach County, Florida. The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by Palm Beach County, Florida. To the extent that said documents require the joinder of any or all property owners in this Condominium, each of said owners, by virtue of his acceptance of a warranty deed to his condominium unit, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

36. Developer's Right to Continue Construction. Developer reserves the inalienable right to complete the construction of the Condominium Project, or other residential projects on these lands, or each phase and any recreational areas for the Project, notwithstanding that purchaser has closed title to his individual unit.

37. Notices. Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by certified mail, return receipt requested, at their place of residence in the condominium building, unless the Unit Owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by certified mail, return receipt requested, at the primary office of the Association at 5900 Camino Del Sol, Boca Raton, Florida 33433. Notices to the Developer shall be delivered by certified mail, return receipt requested, at 5900 Camino Del Sol, Boca Raton, Florida 33433. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

38. Interpretation. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to wit: Chapter 718 of the Florida Statutes, as amended, and, wherever these provisions appear to conflict, the Statutes shall prevail.

IN WITNESS WHEREOF, the Developer CAMINO REAL VILLAGE, a joint venture by and between Middlesex Development Corporation, a California corporation and B & S Ventures, Inc., a Florida corporation, has caused these presents to be signed in its name by

its President and its corporate seal affixed, and attested by its Secretary, this 28th day of May, 1981, at Boca Raton, Florida and Springfield, Massachusetts.

Witness:

Witness 1st  
Marguerite E. Galzerano

Laura E. Formally  
Richard M. Cordine

CAMINO REAL VILLAGE,  
a Joint Venture (SEAL)

By: B & S Ventures, Inc.  
By: Richard M. Cordine  
President

Attest: Bernard Sultan  
Secretary

By: MIDDLESEX DEVELOPMENT CORPORATION,  
a California corporation

By: Richard M. Cordine  
President

Attest: Bernard Sultan  
Secretary

FOR GOOD AND VALUABLE CONSIDERATIONS, receipt of which is hereby acknowledged, CAMINO REAL VILLAGE ASSOCIATION, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations, and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, CAMINO REAL VILLAGE ASSOCIATION, INC., has this 28th day of May, 1981, caused these presents to be signed in its name by its President and its corporate seal affixed, and attested by its Secretary at Boca Raton, Florida.

Witness:

James Wacht  
Marguerite E. Galzerano

CAMINO REAL VILLAGE ASSOCIATION, INC.  
a Florida non-profit corporation (SEAL)

By: Richard M. Cordine  
President

Attest: Bernard Sultan  
Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this day before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Bernard J. Block and Bernard Sultan, well known to me to be the President and Secretary, respectively, of B & S VENTURES, INC., a Florida corporation, and that they severally acknowledged executing same in the presence of two subscribing witnesses, freely and voluntarily, under the authority duly vested in them by B & S VENTURES, INC., a Florida corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS, my hand and official seal in the County and State aforesaid, this 28th day of May, 1981.

Marguerite E. Galzerano  
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES DECEMBER 12, 1981  
STATE OF FLORIDA AT LARGE  
MARGUERITE E. GALZERANO

83530 P1012

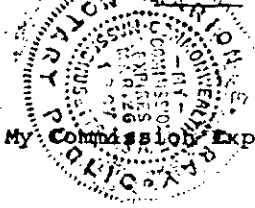


COMMONWEALTH OF MASSACHUSETTS

COUNTY OF HAMPDEN

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard E. Hickey and Raymond A. Terfera well known to me to be the President and Secretary respectively of MIDDLESEX DEVELOPMENT CORPORATION, a corporation organized under the Laws of the State of California, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal this 24 day of April, 1981.



Marin E. Gray  
Notary Public

My Commission Expires: March 26, 1987

STATE OF FLORIDA

COUNTY OF PALM BEACH

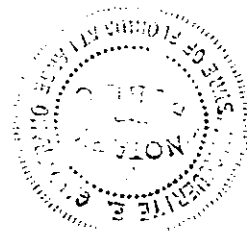
I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard J. Block and BERNARD SULTAN, well known to me to be the President and Secretary, respectively of CAMINO REAL VILLAGE ASSOCIATION, INC., a Florida non-profit corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under the authority duly vested in them by CAMINO REAL VILLAGE ASSOCIATION, INC., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 28th day of May, 1981.

Marguerite E. Galzerano  
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES DECEMBER 12, 1981  
STATE OF FLORIDA AT LARGE  
MARGUERITE E. GALZERANO



83530 P1013

EXHIBIT "A"  
TO THE DECLARATION OF CONDOMINIUM  
CAMINO REAL VILLAGE IV  
A CONDOMINIUM

LEGAL DESCRIPTION

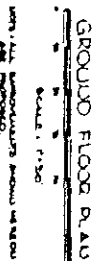
B35310 P1044

EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM  
CAMINO REAL VILLAGE IV  
A CONDOMINIUM

PLANS & SURVEY

B3530 P1016

PREPARED BY :  
DONALD P. RUSBY  
PUBLISHED AND REPRINTED  
BY THE AMERICAN INSTITUTE OF  
STATISTICS, INC.



1. A. Each Contributor has a copy of the Vol. List and an attached letter of Election

On 12 January 1979, the Government of the United Kingdom announced that it had agreed to supply the United States with 100,000 rounds of 155 mm calibre artillery shells. The shells were to be supplied to the United States under a contract awarded to the British firm of Vickers Limited. The shells were to be supplied to the United States for use in the Vietnam War. The shells were to be supplied to the United States for use in the Vietnam War. The shells were to be supplied to the United States for use in the Vietnam War.

CALICO REA, INC., a subsidiary of and known to the California Department of Consumer Affairs, and its various divisions, a California corporation.

*[Handwritten signatures and stamps are visible at the bottom of the page.]*

[illegible]

Adams

701

Caribbean  
AOC 5749, 90% copper ore

into a 10 L Erlenmeyer flask and the reaction and distillation of sodium and ether reported in the literature. The reaction is believed to be a reaction of the sodium with the ether, and the sodium is believed to be the active species in the reaction.

David P. Rosenberg

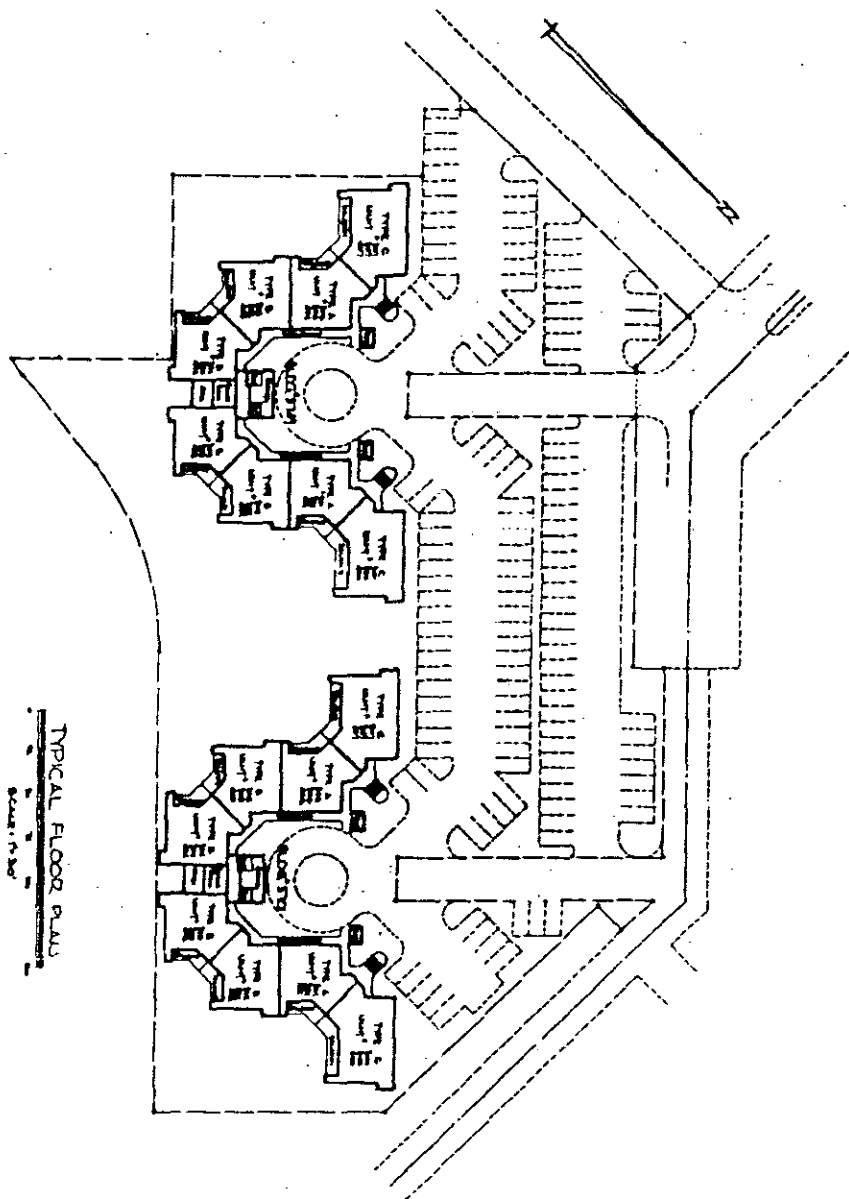
Deputy Asst. Surgeon 12112A  
12112A  
12112A

REV. FEB 18, 1980

EXHIBIT 1  
B-3530, P1017

# CAMINO REAL VILLAGE IV A CONDOMINIUM

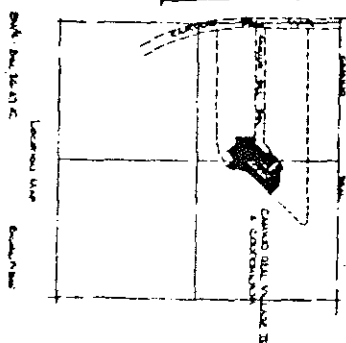
DESIGNED BY  
DONALD P. RILICKY  
REGISTERED ARCHITECT  
1000 PASEO DE LA VISTA, SUITE 200  
SAN ANTONIO, TEXAS 78205



TYPICAL FLOOR PLAN  
Scale: 1/8" = 1'-0"

| Unit Type    | Area (sq. ft.) | Count     | Total Area (sq. ft.) |
|--------------|----------------|-----------|----------------------|
| Studio       | 470            | 12        | 5,640                |
| One Bedroom  | 650            | 12        | 8,100                |
| Two Bedroom  | 950            | 12        | 11,400               |
| <b>Total</b> |                | <b>36</b> | <b>25,140</b>        |

Notes: 1. All dimensions shown are approximate.  
2. Actual dimensions may vary slightly from those shown.  
3. See separate drawings for details of construction.



83530 P1018

EXHIBIT "A"

A portion of Tract A of CAMINO REAL VILLAGE according to the plat thereof as recorded in Plat Book 37 at Pages 13 and 14 of the Public Records of Palm Beach County, Florida, being described as follows:

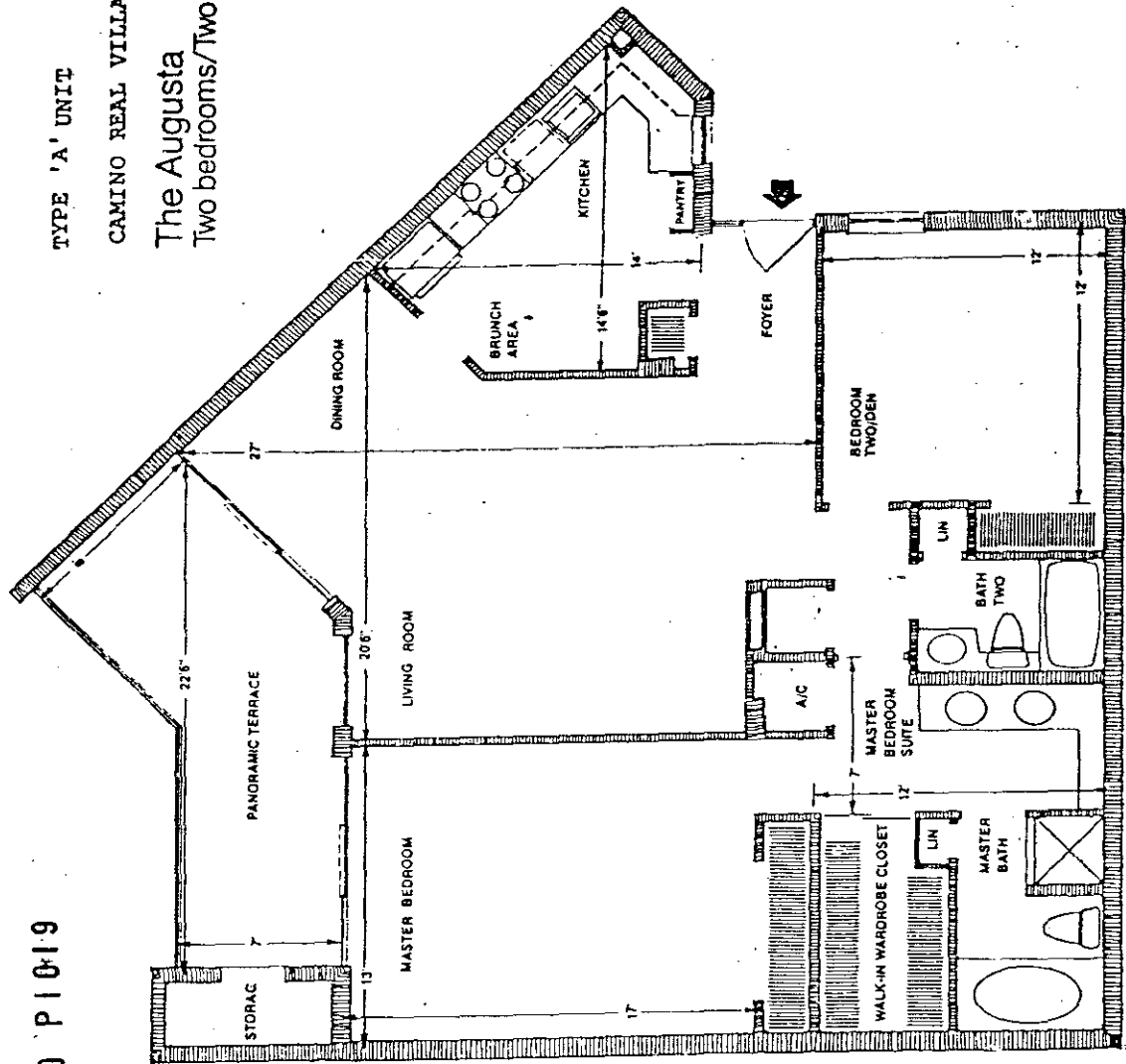
Commence at the Northwest corner of said Tract A; thence S. 0° 48' 31" E. along the West line of said Tract A for 472.00 feet to the South line of Tract B of said Camino Real Village; thence N. 89° 01' 29" E. along the South line of said Tract B for 1048.875 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue N. 89° 01' 29" E. along the last described line for 40.00 feet; thence N. 43° 40' 00" E. along the last described line for 4.09 feet; thence S. 46° 20' 00" E. along the Westerly line of Tract H of said Camino Real Village for 130.31 feet; thence N. 43° 40' 00" E. along the Southerly line of said Tract H for 25.00 feet; thence N. 46° 20' 00" W. along the Easterly line of said Tract H for 130.31 feet; thence N. 43° 40' 00" E. along the Southerly line of said Tract B for 147.50 feet; thence N. 46° 20' 00" W. along the Easterly line of said Tract B for 17.50 feet; thence following along the boundary line of Tract G of said Camino Real Village for the next five courses, run N. 43° 40' 00" E. for 109.92 feet; thence S. 46° 20' 00" E. for 150.50 feet; thence N. 43° 40' 00" E. for 25.00 feet; thence N. 46° 20' 00" W. for 145.96 feet; thence N. 89° 01' 29" E. for 25.50 feet; thence, leaving the boundary of said Tract G, S. 0° 58' 31" E. for 20.00 feet; thence N. 89° 01' 29" E. for 168.45 feet; thence S. 46° 20' 00" E. for 132.16 feet; thence, following along the Easterly line of said Tract A for the next four courses, S. 43° 40' 00" W. for 266.28 feet to a point of curvature; thence Southwesterly along the arc of said curve to the left having a radius of 175.00 feet and a central angle of 38° 31' 00" for an arc distance of 117.64 feet to the point of tangency; thence S. 5° 09' 00" W. for 66.67 feet to a point of curvature; thence Southwesterly along the arc of said curve to the right having a radius of 75.00 feet and a central angle of 9° 00' 11" for 11.78 feet; thence, leaving the Easterly boundary of said Tract A, N. 46° 20' 00" W. for 91.88 feet; thence S. 43° 40' 00" W. for 105.75 feet; thence N. 46° 20' 00" W. for 143.00 feet; thence S. 43° 40' 00" W. for 38.14 feet; thence N. 46° 20' 00" W. for 28.15 feet; thence N. 2° 09' 00" W. along the East line of Tract J for said Camino Real Village for 171.32 feet to the Point of Beginning.

B3530 P1015



B3530 P1019

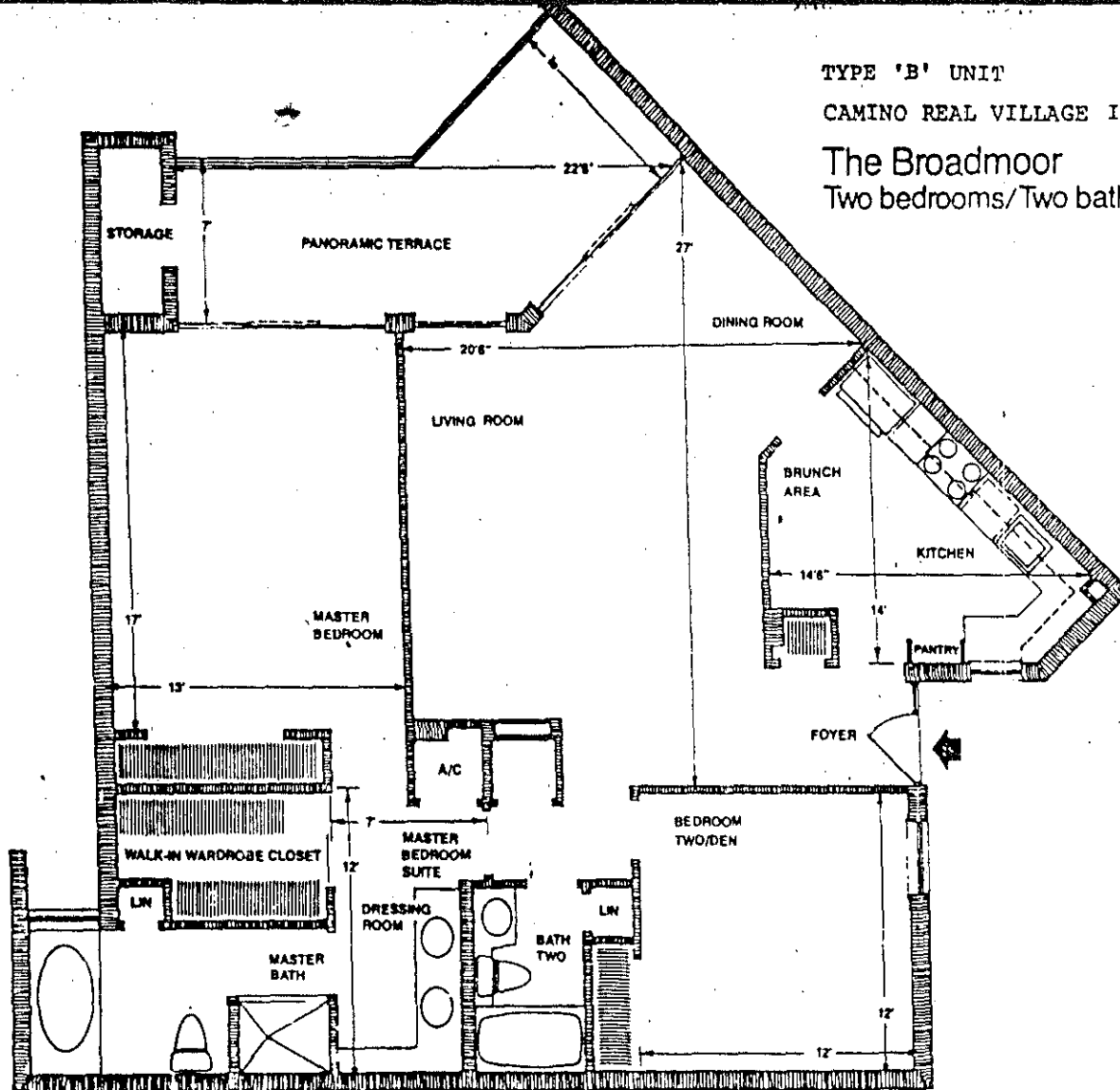
TYPE 'A' UNIT  
CAMINO REAL VILLAGE IV  
The Augusta  
Two bedrooms/Two baths



TYPE 'B' UNIT

CAMINO REAL VILLAGE IV

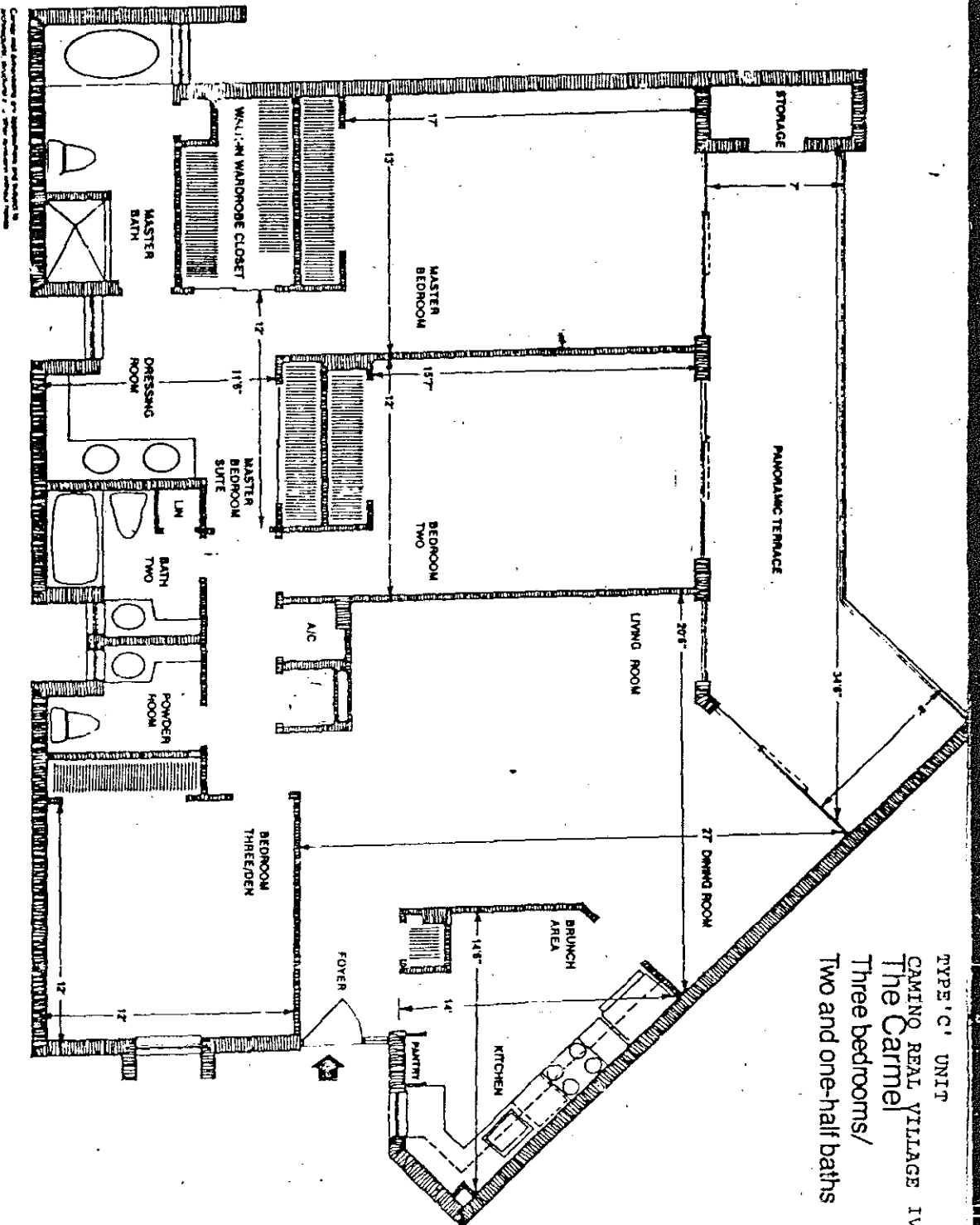
The Broadmoor  
Two bedrooms/Two baths



Carpet and tile treatments are approximate and subject to architectural, structural and other finishing without notice.

83530 P1020

TYPE 'C' UNIT  
CAMINO REAL VILLAGE IV  
The Carmel  
Three bedrooms/  
Two and one-half baths



B3530 P1021

EXHIBIT "C"  
TO THE DECLARATION OF CONDOMINIUM  
CAMINO REAL VILLAGE IV  
A CONDOMINIUM

LEGAL DESCRIPTION OF  
CAMINO REAL VILLAGE COMPLEX

83530 P1022

TRACT NUMBER 63 OF BOCA DEL MAR NUMBER 7, ACCORDING TO THE  
PLAT THEREOF, RECORDED IN PLAT BOOK 30 AT PAGE 210 OF THE  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

B3330 P1023

EXHIBIT "C"

EXHIBIT "D"  
TO THE DECLARATION OF CONDOMINIUM  
CAMINO REAL VILLAGE IV  
A CONDOMINIUM

PERCENTAGES OF COMMON OWNERSHIP,  
SURPLUS AND EXPENSES

B3530 P1024

CAMINO REAL VILLAGE PHASE IV , A CONDOMINIUM  
COMMON OWNERSHIP, EXPENSES AND SURPLUS PERCENTAGES

5701 CAMINO DEL SOL

| <u>UNIT #</u> | <u>TYPE</u> | <u>PERCENTAGES</u> |
|---------------|-------------|--------------------|
| 100           | C           | 1.88               |
| 200           | C           | 1.88               |
| 300           | C           | 1.88               |
| 400           | C           | 1.88               |
| 101           | A           | 1.43               |
| 201           | A           | 1.43               |
| 301           | A           | 1.43               |
| 401           | A           | 1.43               |
| 102           | B           | 1.47               |
| 202           | B           | 1.47               |
| 302           | B           | 1.47               |
| 402           | B           | 1.47               |
| 103           | B           | 1.47               |
| 203           | B           | 1.47               |
| 303           | B           | 1.47               |
| 403           | B           | 1.47               |
| 104           | B           | 1.47               |
| 204           | B           | 1.47               |
| 304           | B           | 1.47               |
| 404           | B           | 1.47               |
| 105           | B           | 1.47               |
| 205           | B           | 1.47               |
| 305           | B           | 1.47               |
| 405           | B           | 1.47               |
| 106           | A           | 1.43               |
| 206           | A           | 1.43               |
| 306           | A           | 1.43               |
| 406           | A           | 1.43               |
| 107           | C           | 1.88               |
| 207           | C           | 1.88               |
| 307           | C           | 1.88               |
| 407           | C           | 1.88               |

B3590 P1025

EXHIBIT "D"