

Prepared by and Return To:
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601 Heritage Drive, Suite 424
Jupiter, FL 33458

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF THE COVES AT ABERDEEN CONDOMINIUM N, A CONDOMINIUM, ARTICLES
OF INCORPORATION OF THE COVES AT ABERDEEN CONDOMINIUM
ASSOCIATION, INC. AND BYLAWS OF THE COVES AT ABERDEEN
CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium for the Coves at Aberdeen Condominium N (f/k/a Coves at Parkwalk Condominium N), A Condominium has been duly recorded in the Public Records of Palm Beach County, Florida (the "Public Records"), in Official Record Book 6261 at Page 1288, as thereafter amended from time to time; and

WHEREAS, the Bylaws and Articles of Incorporation of the Coves at Aberdeen Condominium Association, Inc. as thereafter amended from time to time, are attached as an Exhibit thereto; and

WHEREAS, at a duly noticed meeting of the membership held on June 8, 2020 the required membership approval and Board of Directors approval was obtained for the Amendment to the Declaration, Bylaws and Articles of Incorporation; and

WHEREAS, in the event that any word(s) were left out, misspelled or altered in the re-typing of the original document portion of this Amendment, the original version of the document shall control; and

WHEREAS, any Exhibits referenced in this Amendment shall remain attached to the Declaration as originally recorded and are not being re-attached or re-recorded, unless specifically specified herein, and shall be incorporated herein by reference only; and

WHEREAS, this Certificate of Amendment and Amendment to the Declaration, Bylaws and Articles of Incorporation shall be filed in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the Declaration, Bylaws and Articles of Incorporation shall be amended in the particulars as stated in the Amendments attached hereto; these Amendments shall run with the real property known as Coves at Aberdeen, A Condominium, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors, assigns, tenants, guest and visitors, and except as otherwise amended hereby, shall remain unchanged in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENT

I HEREBY CERTIFY that the Amendments attached to this Certificate have been approved by the vote(s) required by the Declarations, Bylaws and Articles of Incorporation for the Coves at Aberdeen, A Condominium.

IN WITNESS WHEREOF, the undersigned President and Treasurer have executed this Certificate of Amendment this 8th day of June, 2019

**COVES AT ABERDEEN
CONDOMINIUM ASSOCIATION, INC.**

Thy H A
Witness

By: [Signature]
President

Kimberly Hurst
PRINT NAME

Attest: Alan Louzin
Treasurer

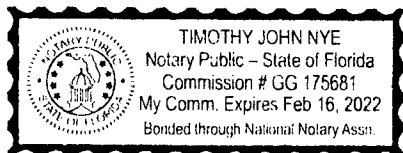
Rose Juranek
Witness

ALAN LOUZIN

Rose Juranek
PRINT NAME

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8 day of June 2019 by Paul Chiz and Alan Louzin as President and Treasurer, respectively, of Coves at Aberdeen Condominium Association, Inc., a Florida non-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced as identification and did take an oath.



[Signature]
(Signature)

Timothy J. Nye
(Print Name)

Notary Public, State of Florida at Large

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF THE COVES AT ABERDEEN CONDOMINIUM N,
A CONDOMINIUM**

Sunbelt Limited Partnership, an Arizona limited partnership, hereinafter called “Developer”, for itself, its successors, grantees and assigns, being the owner of the fee simple title to the property described in Exhibit 1 which is attached hereto and made a part hereof, submits said property to condominium ownership, pursuant to Chapter 718 of the Florida Statutes, hereinafter called the “Condominium Act” as in effect at the date of the recording of this Declaration, specifically excluding any amendments thereto.

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall run perpetually unless provided herein, and shall be binding upon all Unit Owners as hereinafter defined, and in consideration of receiving and by acceptance of a grant, device or mortgage, all grantees, devices or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by through or under such persons, agree to be bound by the provisions hereof, as well as the Bylaws and Articles of Incorporation of the Association. Both the burdens imposed and the benefits provided shall run with each Unit and the interests in common property as defined herein.

I. DEFINITIONS.

The terms used in this Declaration and the Exhibits attached hereto and in all amendments thereto shall have the meaning stated in the Condominium Act and as follows, unless the context requires otherwise:

A. “**Architectural Review Board**” or “**A.R.B**” shall mean and refer to that permanent committee of the Master Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Properties.

B. “**Assessment**” means a share of the funds required for the payment of Common Expenses which from time to time are assessed against the Unit Owner and such other tenant obligations which may be leveled against a Unit Owner pursuant to Article VIII. ~~VH~~, Section C.

C. “**Association**” or “**Corporation**” means the Coves at Aberdeen Condominium Association, Inc., the entity responsible for the operation of the Condominium.

D. “**Board**” or “**Board of Directors**” means the Board of Directors or other representative body responsible for administration of the Association.

E. “**Bylaws**” means the Bylaws of the afore described Association as they exist from time to time.

F. “**Common Elements**” means the portion of the Condominium Property not included in the Unit.

G. “**Common Expenses**” include the expenses of administration and maintenance of the Condominium Property; the expenses of maintenance, operation, repair, replacement and/or improvement of the Common Elements; and other expenses declared to be Common Expenses by provisions of this Declaration and its Exhibits and any other valid charge against the Condominium as a whole. Common Expenses shall specifically be deemed to include expenses associated with the furnishing of cable or other form of pay television system in the event equipment associated with the furnishing of same is installed. Common Expenses shall also include all expenses relating to and incurred by the Master Association in connection with its ownership, maintenance, operation, repair replacement and administrative duties set forth in the Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Parkwalk Planned Commercial Development.

H. “**Common Property**” shall mean and refer to all portions of the Sunbelt Property which are intended for the common use and enjoyment of the owners of residential property in the Parkwalk P.U.D. and which are identified and identified to the Master Association on any recorded division plats of the Sunbelt Property or conveyed to the Master Association by deed.

I. “**Common Surplus**” means the excess of all receipts of the Association, including but not limited to assessment, rents, profits and revenues on account of the Common Elements, over the amounts of Common Expenses.

J. “**Condominium**” means that form of ownership of real property which is created pursuant to the provisions of Chapter 718, Florida Statutes, and which is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the Common Elements. The term should also mean the Condominium established by this Declaration.

K. “**Condominium Act**” or “**Act**” means the Condominium Act of the State of Florida (Chapter 718, Florida State, et seq.) as it exists at the time of filing this Declaration.

L. “**Condominium Documents**” means this Declaration, the Bylaws, the Articles, and the Rules and Regulations of the Association, as the same may be amended from time to time.

M. E. “**Condominium Parcel**” means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

N.-M. “**Condominium Property**” means and includes the lands hereby subject to Condominium ownership; whether or not contiguous, all improvements thereon, and all easements with rights appurtenant thereto intended for use in connection with the Condominium.

~~N. “**Contiguous Condominium Property**” means land adjacent or nearby to the property hereby submitted to Condominium ownership, upon which Developer may construct and declare additional Condominiums, Unit Owners of which will be members of the Association.~~

O. **“Declaration”** or **“Declaration of Condominium”** means this instrument, as it may be amended from time to time.

P. **“Declaration of Covenants and Restrictions”** shall mean and refer to that certain instrument known as Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development as recorded on June 20, 1983 in Official Records Book 3970 Page 0573 of the Public Records of Palm Beach County, Florida as it may be amended from time to time.

~~Q. **“Developer”** means Sunbelt Limited Partnership, an Arizona limited partnership, its successors or assigns. In the event that (a) a Mortgagee, its successors or assigns, acquires title to the Condominium Property or any portion thereof by foreclosure (including sale under the terms of any deed of trust or by deed in lieu of foreclosure or by any other method) or (b) at a foreclosure sale a third party acquires title to the Condominium Property, or any portion thereof, the proceeds of which are applied to satisfy the indebtedness of the Developer to a mortgagee, then mortgagee or such purchaser shall have all of the rights, privileges, powers and benefits of the Developer under this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association.~~

~~Q. R. **“Limited Common Elements”** means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units as specified in this Declaration.~~

~~R. S. **“Master Association”** shall mean and refer to ABERDEEN PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation not for profit, its successors and assigns.~~

~~S. T. **“Master Plan”** shall mean and refer to that certain Revised Master Plan for Parkwalk, which is marked Exhibit No. 26 in the Official Zoning File of PARKWALK, in the Office of the County Department of Planning, Zoning and Building, approved July 13, 1982 and as amended from time to time.~~

~~T. U. **“Mortgagee”** shall mean and refer to (1) any person, partnership, corporation or other natural or artificial entity which holds a mortgage upon any portion of the Properties at the time of the recordation of the Declaration of Covenants and Restrictions including specifically, Fourth Commerce Properties Corporation, a Virginia corporation; Virginia National Bank, a national banking association; and Boynton Lakes, Inc. and Boynton Country Club Estates, Inc., both Florida corporations (each such entity being hereinafter referred to as a “Current Mortgagee”), and (2) any person, partnership, corporation or other natural or artificial entity which subsequently makes a loan secured by a mortgage upon any portion of the Properties and who is designed to be a “Current Mortgagee” in its mortgage, and (3) any “Institutional Lender” which shall refer to a lending institution having a first mortgage lien upon a Unit or any portion of the Properties, including any of the following institutions: (a) a federal or straight savings and loan association or commercial bank doing business in the state of Florida, (b) a federal or state building and loan association doing business in the state of Florida, (c) an insurance company or subsidiary thereof doing business in the state of Florida which is approved by the insurance commissioner of the state of Florida, (d) a real estate investment trust or mortgage banking company license to do business~~

in the state of Florida, (e) the Federal National Mortgage Association, (f) a pension or profit sharing fund qualified under the United States Internal Revenue Code, (g) a credit union, or (h) ~~(g)~~ any subsidiary of the foregoing licensed or qualified to make mortgage loans in the State of Florida. As used in this Declaration, the term “Mortgagee” shall apply collectively to a Current Mortgage, to a designated Current Mortgagee, and to an Institutional Lender, but when such terms are expressly used, they should apply only to the appropriate mortgage and not to the others.

U. V. “**Occupant**” means the person or persons other than the Unit Owner in actual possession of a Unit.

V. W. “**Parkwalk P. C. D.**” shall mean and refer to that real property subject to the Planned Commercial Development consisting of Tracts A and B, Plat of Le Chalet Shopping Center, Plat Book 32, Page 23, of the Public Records of The County, created pursuant to County Resolution No. R-76-117.

W. X. “**Parkwalk P. U. D.**” shall mean and refer to all real property subject to the Parkwalk Planned Unit Developer created pursuant to County Resolutions No. R-73-811, R-80-1242 and R-80-1243.

X. Y. “**Properties**” shall mean and refer to the Sunbelt Property and the Bocalinda property, collectively, and any other real property which may from time to time be made subject to the Declaration of Covenants and Restrictions in the manner provided in Article II thereof.

Y. Z. “**Unit**” or “**Condominium Unit**” means a part of the Condominium Property which is to be subject to exclusive ownership, as designated on the exhibits attached to this Declaration. The word “Apartment” as used herein and in the condominium survey is synonymous with the word “Unit” as defined herein.

Z. AA. “**Unit Owner**” means the owner of a Condominium parcel. The words “Apartment Owner” as used herein are synonymous with the words “Unit Owner” as defined herein.

AA. AB. “**Sub-Association**” shall mean and refer to a Homeowners’ or Condominium Association created to govern a portion of the property within Parkwalk P. U. D.

II. DESCRIPTION OF PROPERTY INVOLVED IN PLAN FOR DEVELOPMENT.

A. The Developer does hereby submit to Condominium ownership the following described property, lying and being in Palm Beach County, Florida, together with the improvements situated thereon and the appurtenances thereto:

See legal description on Exhibit 1 attached hereto and made a part hereof.

B. Attached hereto as Exhibit 2 and made a part hereof is a survey of said land, together with a graphic description of the improvements in which the Units are located and a plot plan thereof, as well as the parking areas.

C. The identification, location and dimensions of each Unit and the Common Elements appear on the aforescribed exhibits, together with this Declaration. They are in sufficient detail to identify the Common Elements, each Unit and the relative locations and approximate dimensions. The legend and notes contained thereon are incorporated herein and made a part hereof by reference.

D. The subject Condominium is identified by the name THE COVES AT ABERDEEN CONDOMINIUM, a Condominium and consists of one-hundred forty-four ~~eight~~ (144) ~~(8)~~ Units. Each such Unit is identified by a separate numerical designation.

~~E. The Developer is the owner of property lying contiguous to the property upon which this Condominium is located. At the present time, Developer intends to construct additional Condominium Units on the Contiguous Condominium Property, not to exceed 146 in total. The Common Elements of any additional Condominiums shall be the responsibility of the Association and the owners of said Units shall be members of the Association.~~

III. THE UNIT AND COMMON ELEMENTS.

A. Interest in Common Elements. Each Unit Owner shall own, as in appurtenance to his Unit, an equal undivided interest in the Common Elements, which amounts to a 1/144 ~~12.5~~ percent interest per Unit. The percentage of undivided interest shall not be changed without the unanimous consent of all owners of all of the Units in this Condominium. No owner of any Unit shall bring an action for partition or division of his undivided interest in the Common Elements.

B. Boundaries. A Unit consists of an individual apartment lying within the following boundaries:

- i. **Upper and Lower Boundaries**. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
 - a. **Upper Boundaries**. The horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
 - b. **Lower Boundaries**. The horizontal plane of the unfinished upper structure of the concrete floor of the Unit.
- ii. **Perimetrical Boundaries**. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces extended to their planar intersections with each other and with the upper and lower boundaries.
- iii. **Apertures**. Where there are apertures in any perimetrical boundaries, including, but not limited to, windows and doors, the vertical boundaries should be extended at all such places at right angles to the dimensions of such apertures. Exterior walls made of glass or glassfired to metal framing, exterior windows

and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a Common Element.

iv. **Interior Partitions.** Interior partitions within a Unit are part of said Unit.

C. **Weight Bearing Structures.** The structure beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries of a Unit is a Common Element not a part of the Unit.

D. **Maintenance Easement.** There shall exist as a Common Element, an easement through each Unit for ducts, pipes, conduits, plumbing, wiring or other facilities of the furnishing of utility services or other services to Units and the Common Elements for maintaining, repairing or servicing the same. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, vents, or other utility services servicing only one Unit are part of such Unit and are not Common Elements. Notwithstanding television lines or other equipment which is installed for the purpose of furnishing paid television service shall not be deemed part of a Unit or the Common Elements but shall be the exclusive property of the entity with which the Association has contracted to provide such service and equipment.

E. **Air Conditioning.** The air conditioning compressor servicing a Unit and the refrigerant and electrical lines running from such compressors to, and the air handler within the individual Units, are part of such Unit and are not Common Elements.

F. **Automobile Parking Areas.** ~~After the filing of this Declaration,~~ There shall be assigned to each Unit the exclusive right to use one automobile parking space. Such a parking space shall be used only by the owner of such Unit and such owner's guests and invitees, and shall constitute a Limited Common Element for the use and benefit of said Unit. The assignment of such spaces shall be final (except that the Association may alter such assignment in the event of an emergency or circumstance of extreme necessity or convenience). Use of the parking spaces not assigned to a Unit and reassignment of all parking spaces shall be regulated by the Board. Parking spaces shall be assigned by a Designation of Parking Space to be conveyed to each Unit Owner at closing. Said designations shall be retained in the Association's files but will not be recorded. Upon the assignment of an exclusive parking space, the owner of such Unit shall have the exclusive right to use the same without additional charge therefor by the Association. Parking spaces which have not been assigned shall be Common Elements and shall be maintained and governed as such by the Association, subject to Rules and Regulations as may be promulgated by the Board of Directors from time to time. Further, the Board of Directors shall have the right to charge use fees for the use of additional spaces and shall further have the right to promulgate reasonable rules and regulations regarding parking and towing from time to time.

(i) **Remedy of Towing.** If upon the /Association's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited, not registered or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. In the event that the Association incurs an

expense with the tow and the vehicle owner fails to pay such costs upon demand, the owner for himself/ herself or as the owner of the vehicle for his/her family, tenants, guests, employees, visitors, etc. as owner(s) of the vehicle shall be liable for the costs as a Charge, which shall be collectible by the Association as Charges are collected under this Declaration.

- (a) **Alternative/Concurrent Remedies.** Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Article by Injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Condominium Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Article.

G. **Vehicles.**

- (i) In order to maintain the high standards of the properties with respect to residential appearance, the following vehicles ARE PERMITTED to be parked in or around the properties of the Coves of Aberdeen.:

(a) Passenger automobiles and residential pick-up trucks.

(b) Passenger vans, including mini-vans, that are not a commercial vehicle as defined below; which contains windows on the rear of a vehicle, on both sides of the vehicle adjacent to the first row of seating, and also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating; and are no longer than 220 inches in length (bumper to bumper) and no wider than 80 inches, not including mirrors.

(c) Jeeps, Broncos, Range Rovers, Expeditions or other similarly designed SUV passenger vehicles used by the owner as their primary mode of transportation and no wider than 80 inches, not including mirrors.

(d) Bicycles

- (ii) In order to maintain the high standards of the properties, the following vehicles ARE STRICTLY PROHIBITED from being parked or stored in or around the Common Elements of the Coves at Aberdeen unless prior approval has been given by the Board of Directors. The Board of Directors has the power to establish common element parking for the benefit of certain oversized vehicles and has the power to promulgate new rules regarding parking and permitted vehicles from time to time.

(a) All vehicles longer than 220 inches in length (bumper to bumper) and wider than 80 inches.

(b) Commercial vehicles, (including automobile, vans trucks, etc. used for commercial purposes) conversion vans and enclosed vans unless prior Board Approval is obtained. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

(c) Vehicles are prohibited from displaying any commercial signage.

(d) The following prohibited vehicles include: golf carts, all commercial pick-up trucks, motorcycles, agriculture vehicles; dune buggies; swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing unless specified below; semis or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined above in this document; campers; recreational vehicles; mobile homes or mobile houses; truck mounted campers attached or detached to the truck chassis; motor homes or motor houses; boat and boat trailers; motor vehicles that are an eyesore, including and not limited to motor vehicles not having any bodies whatsoever, or incomplete bodies or PODS; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of a vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires.

(iii) The following additional regulations apply:

(a) All owner and Resident vehicles must be parked in their designated parking spot as promulgated by the Board from time to time.

(b) No motor vehicles, including moving vans, shall be parked at any time on the grass/swales (except for landscaping equipment at the direction of the Board of Directors).

(c) All vehicles must appear in working order with up to date license, registration and insurance; no vehicles on blocks, jacks or ramps, shall be permitted.

(d) No repairs (including changing of oil) of a vehicle shall be made on Condominium property. Furthermore, the Unit Owner or his/her guests shall be solely responsible for any damage or stains to parking spaces from leaking oil. The Association may repair the damaged parking space and assess a Charge against said Owner's Unit.

(e) Any violations of the above will be subject to tow by the Coves at Aberdeen Board of Directors or designated representatives without further notice to the vehicle owner and at vehicle owner's expense.

- (f) The Board of Directors shall have the absolute discretion to determine that any vehicle is not in conformance with the overall appearance of the community or with the provisions therein contained. The Board of Directors may grant exceptions to the above restrictions for fair housing purposes and for vehicles which are parked or stored on a temporary basis only between the hours of 7am and 7pm.

IV. EASEMENTS. Each of the easements and easement rights referred to in this Article IV, are reserved through the Properties and is a covenant running with the land in the Condominium, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Properties from the Condominium. None of the easements specified in this Article IV may be encumbered by any leasehold or lien other than those on the Units. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements. The use of any easement by a Unit Owner shall be subject to all of the Provisions of this Declaration, as the same may exist from time to time.

G. Perpetual Non-Exclusive Easement. The Common Elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all Unit Owners in the Condominium for their use and the use of their immediate families, guest and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units.

H. Easements for Encroachments. In the event that any Unit, Common Element or Limited Common Elements shall encroach upon any other Unit, Common Element or Limited Common Element for any reason other than the purposeful or grossly negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

I. Utility Easements. Utility easements are reserved and/or may be granted, through the Condominium Property as may be required for utility service (including construction and maintenance) in order to adequately service the Condominium or other Condominiums which may be operated by the Association. The Association has the power, without the joinder of any Owner, to grant easements such as electric, gas, cable television and other telecommunications, or other utility or service easements, and drainage easements, or with respect to security surveillance or communication, or relocate any existing easements, in any portion of the Common Elements and Association Property, and to grant access easements or relocate any existing access easements in any portion of the Common Elements and Association Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment, facility or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Utility as referred to herein means a public or private utility.

J. Ingress and Egress. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purpose.

K. Association Easements. The Condominium Association shall have the irrevocable right of access into any Unit during reasonable hours when necessary to make emergency repairs and, after notice to the Owner, do other work necessary for the proper maintenance, repair, or replacement of any Common Elements.

L. Air Space. Each Unit shall have an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered.

M. Additional Easements. The Association reserves unto itself, or its designee, the unequivocal right to create additional easements over, upon, or through the Condominium Property, at any time, for any purpose, but such easement shall require the consent of a majority of the votes of the Members present and entitled to vote, in person or by proxy, at a duly called special or annual meeting of the Members where a quorum exists and provided that said easements so created shall not cause a diminution of parking spaces or cause a taking of part of the actual building.

~~K. Access. Developer covenants to provide, either by way of assessments or publicly dedicated right of way, reasonable access for ingress and egress from this Condominium to the public way. The Developer shall have the unequivocal continuous right to use, alter, change and relocate said easements as often as it deems necessary, without the consent of the Association, Unit Owners and any otherz entitled to use the easements during the period it is engaged in the sale or leasing of Condominium Units in this Condominium or other Condominiums which may be subject to the Association's jurisdiction. The Developer shall also have the right to grant or dedicate such easements to the public, governmental authorities or Master Association without the consent of any person whomsoever. However, if requested, the Association and Unit Owners shall join in the execution or confirmation of the same.~~

~~L. Construction, Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion from time to time, to enter the Condominium Property and take all other action necessary for the purpose of completing the construction there of, or any part thereof, and for repair, replacement and maintenance purposes when the Association fails to discharge its maintenance responsibilities.~~

~~M. Sales Activity. For so long as there are any unsold Units on the Condominium Property or Contiguous Condominium Property, the Developer, its designees, successors and assigns, shall have the right to use any such Units or parts of the Common Elements for model apartments and sales offices, to show model apartments and the Common Elements to perspective purchasers and occupants of the Units, and to erect on the Condominium Property signs and other promotional materials in connection with the disposition of Units.~~

~~N. Additional Easements. Developer reserves unto itself, or its designees, the unequivocal right to create additional easements over, upon or through the Condominium Property, at any time, for any purpose without the joinder of the Association or any Unit Owners whomsoever, provided, the said easements so created shall not cause a diminution of parking spaces or cause a taking of part or all of the actual building. However, if requested, the Association and Unit Owner shall join in the creation there of. The Board, acting on behalf of the Unit Owners and without their further~~

~~consent, shall have the right to grant such additional easements as it may deem reasonable and appropriate.~~

~~V. AMENDMENT TO PLANS.~~

~~A. Alteration of Apartment Plans. Developer reserves the right to change the interior and exterior design and arrangement of all Units, so long as Developer owns the Unit so altered. No such change shall increase the number of Units nor alter the boundaries of the Common Elements without amendment of this Declaration. Said amendment need only be signed by the Developer and will not require the approval of any other party. If more than one Unit is involved, the Developer shall unilaterally apportion between the Units the shares in the Common Elements which are appurtenant to the Units concerned.~~

~~B. Amendment Declaration. The amendment of this Declaration reflecting such authorized alteration or plans by Developer need only be signed and acknowledged by the Developer, and need not be approved by the Association, Unit Owners, lienors, or mortgagees whether or not elsewhere required for an amendment.~~

~~V. VI. ADMINISTRATION OF THE CONDOMINIUM.~~

A. **The Association.** The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with this Declaration, its exhibits and the Condominium Act to the extent it does not conflict with the authority granted to the Master Association, specifically, the Architectural Review Board, and shall join with other corporations or entities in becoming a member of the Master Association to assist same in promoting the health, safety and welfare of the residents of Aberdeen. ~~As additional Condominiums are declared on the contiguous Condominium Property,~~ The Association shall administer the operation and management of ~~said~~ additional Condominiums on the contiguous Condominium Property.

B. **Powers.** In the administration of the Condominium Property, the Association shall have and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units, Common Elements and Limited Common Elements as the Board of the Association may deem to be in the best interest of the Condominium. The Association shall have all of the powers and duties set forth in the Condominium Act and the Articles and Bylaws except where limited herein or where the exercise of such powers and duties will impair the rights of other parties.

C. **Management Agreement.** The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such entity those powers and duties of the Association as the Association, such person, firm or Corporation shall agree. The Association may delegate some of its rights and powers to the Master Association, including, but not limited to, the right to collect assessments.

D. **Membership.** Each Unit Owner shall automatically become a member of the Association upon his acquisition of title to any Unit. Said membership shall automatically terminate upon said Unit Owner being divested of title to said Unit, regardless of the means by which such ownership may be divested.

E. **Voting.** Each Unit Owner ~~including the Developer~~, shall be entitled to one vote for each Unit owned.

F. **Financial Statements.** So long as a mortgagee of any Unit is the owner or holder of a mortgage encumbering a Unit, its shall, upon written request, be entitled to a financial statement of the Association for the immediately preceding fiscal year, which statement shall be the same as those required by the Condominium.

G. **Limitation on Liability; Use Fee.** Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any Rules or Regulations of the Association or any other document governing or binding the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, or welfare of any Owner, occupant or user of any portion of the Condominium Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

- (i) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof.
- (ii) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County, and/or any other jurisdiction or the prevention of tortious activities; and
- (iii) The provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s) even if assessment funds are chosen to be used for any such reason.
- (iv) Each Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability

of the Association has been disclaimed hereby. As used herein, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns.

VI. VII. MAINTENANCE; LIMITATION UPON IMPROVEMENT; ALTERATION AND REPAIR OF THE CONDOMINIUM PROPERTY.

A. **Unit Owner Responsibility.** The Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at his expense, all portions of his Unit including, but not limited to, all doors windows, glass, screens, electrical panels, electrical wiring, electrical outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors, and ceilings and any patios and balconies appurtenant to his Unit. The Unit Owner shall also maintain and repair the air conditioning compressor, refrigerant and electrical lines servicing his Unit.

B. **Alterations.** There shall be no material alteration or substantial additions to the Common Elements or Limited Common Elements except is authorized and approved by the Architectural Review Board. No Unit Owner shall make any alterations in the portions of the improvements of the Condominium 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 Common Elements or the Condominium Property.

C. **Liability of Unit Owner.** Should a Unit Owner undertake unauthorized additions and modifications to his Unit or if used to make repairs as required, or should a Unit Owner cause any damage to the Common Elements, the Association may make such repairs or replacements as the Board deems appropriate and shall have the right to levy a special assessment for the cost thereof against the said Unit Owner. In the event a Unit Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

D. **Insurance proceeds.** Whenever any maintenance repair and replacement of any items for which the Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, ~~or the insurance trustee,~~ shall be used for the purpose of accomplishing such maintenance repair or replacement. The Unit Owner shall be required to pay all of the cost thereof that exceed the amount of the insurance proceeds.

E. **Right of Entry by Association.** Whenever it is necessary to enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owners compliance with the provisions of this Declaration, or for performing any maintenance, alteration or repair to any portion of the Common Element, the Unit Owner shall permit an authorized agent of the Association to enter such Unit, or to go upon the Limited Common Elements, or to go up on the Common Elements, provided, that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Any emergency entry by the Association shall be deemed lawful and

shall not serve as the basis for an action against the Association for trespass. Each Unit Owner does hereby appoint the Association as his agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on the account of any entry.

F. Tax or Special Assessment Assessed Against the Condominium Property. If any taxing authority levies or assesses any tax or special assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any Unit to the same extent as though such tax or special assessment had been separately levied by the taxing authority upon each Unit.

G. It is the intention of the Declarant that each Unit Owner be responsible for the maintenance and repair of all of the Limited Common Elements appurtenant to his Unit, except his parking space. The Association shall not have the primary responsibility for such maintenance and repair but shall only have such to the extent that a Unit Owner fails to perform as required by this Declaration.

H. Association Responsibility. The Association shall maintain, repair, and replace at the Association's expense:

- (i) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of apartments, floor and ceiling slabs, loadbearing columns and loadbearing walls. This maintenance shall also include extermination of the exterior surfaces of the Units, with the interior extermination at the discretion of the Board of Directors. The amount of the fee for extermination shall be determined by the Board of Directors.
- (ii) All conduits, ducts, plumbing, wiring, and other facilitates for the furnishing of utility services which are contained in the portion of an apartment maintained by the Association; and all such facilities contained within an apartment which service part or parts of the Condominium other than the apartment within which contained.
- (iii) All incidental damage caused to an apartment by such work shall promptly be repaired at the expense of the Association.

All personal property taxes levied or assessed against personal property owned by the Association shall be paid by the Association and shall be a Common Expense.

VII. ~~VIII.~~ USE AND OCCUPANCY.

A. **Subdivision.** No Unit may be divided or subdivided into a smaller Unit or Units; nor shall any Unit, or portion thereof, be added to or incorporated into any other Unit. ~~except as provided in Article V, Paragraph A hereof.~~

B. **Residential Use.** An Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Properties in accordance with the purposes for which they are intended. Each Unit is hereby restricted to residential use as a single-family residence by the Owner or Owners thereof, their immediate families, guests and invitees. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than 4 unrelated persons living as a single housekeeping Unit.

C. **Ownership by Entity.** In the event that other than a natural person is a Unit Owner, said entity shall, prior to the purchase of such Unit, designate the person who is to be the permanent occupant of such Unit. Such entity shall not thereafter have the right to designate other persons as the occupants of such Unit, whether in substitution of or in addition to the persons initially designated, except with the same approval as is required for the prospective tenant. All provisions of this instrument shall apply to such designated Occupants as though they had title to such Unit and the entity owning such Unit shall be bound thereby. ~~The provisions hereof shall not be applicable to any corporation formed or controlled by the Developer.~~ In the event more than one family Unit shall hold title to a Unit then they shall also designate Occupants as aforesaid.

D. **Restriction.** No person shall use the Condominium Property, or any part thereof, in any manner contrary to this Declaration and the Exhibits attached hereto or the Condominium Act. No use of the Unit or the Properties may unreasonably interfere with the rights of other Owners of other persons having rights to use the Properties. The use of the Properties, including the Units, shall be governed by the Condominium Documents as they may be amended from time to time and by the Rules and Regulations promulgated from time to time by the Board of Directors.

E. **Alterations and Additions.** No Unit Owner shall make or permit to be made any internal material alteration, addition or modification to his Unit, without the prior written consent of the Board of Directors. No Unit Owner shall cause the patio or balcony which is abutting, or part of his Unit to be changed without the authority and approval of the Architectural Review Board. No Unit Owner shall cause to be made any modification or installation of electrical wiring, television antenna systems or connections, whether inside or outside the Unit or in any manner change the appearance of any portion of the Condominium Property. No Unit Owner may cause any material puncture or break in the boundaries of his Unit. No Unit Owner shall grow or plant any type of plant, shrub, flower etc. outside his Unit without the authority and approval of the Architectural Review Board. All Units above ground level shall require approval for flooring other than carpet from the Architectural Review Board ~~maintain fully carpeted floors in said Units at all times (except in the kitchen and bathroom area). The Developer shall not be subject to the approval process contemplated by this paragraph.~~

F. **Maintenance to Second Floor Units and Above.** Any Owner wishing to install any hard surface flooring materials (including but not necessarily limited to ceramic tile, marble and wood) in areas other than the kitchen and baths, is required to ensure that a sound control underlayment system is used which insulates against noise transmission. Installation of the sound control

underlayment system shall include provisions for a perimeter isolation material which will ensure that impact noises are not transmitted into other Unit(s) either directly through the floor or by planking through the surrounding walls.

G. ~~F.~~ Lawful Use. No unlawful use shall be made of any part of the Condominium Property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be that of the person required hereunder for maintenance and repair of the property concerned.

H. ~~G.~~ Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners of which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners is permitted. No Unit Owner or Occupant shall permit or suffer anything to be done or kept upon the Condominium Property or his Unit which will increase the rate of insurance on the Condominium. In the event the actions of any Occupant constitute a nuisance, the Association shall be empowered to evict said Occupant to the terms of Article XIII ~~IX~~ of this Declaration.

I. ~~H.~~ Special Provision Regarding Use When the Unit is Leased. When a Unit is leased, a tenant shall have all use rights to Association Property and Common Elements otherwise readily available for use generally by Owners, and the Owners shall not have such rights except as a Guest. Nothing in this Section shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Board of Directors of the Association shall have the right to adopt Rules and Regulations to prohibit dual usage by an Owner and a tenant of the Association Property and Common Elements otherwise readily available for use generally by Owners.

~~F. Applicability to Developer. No Unit Owner or the Association, or their use the Condominium, shall interfere with the Developers completion and sale of Condominium Units, whether in this Condominium or otherwise.~~

J. ~~I.~~ Rules and Regulations. All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the Association and Master Association in the provisions of this Declaration and the Bylaws of the Association, as applicable. A violation of a Rule or Regulation of either the Association or Master Association shall be deemed a violation of this provision of the Declaration.

K. ~~J.~~ Age Restriction. No children under the age of nineteen (19) years old ~~16~~ shall be permitted to reside in any of the Units, except that children under the age of nineteen (19) years old ~~16~~ may be permitted to visit and temporarily reside in any of the Units for a period of time not to exceed a total of thirty (30) days per calendar year per child.

L. ~~K.~~ Pet and Animal Restrictions. Only one walking animal may be kept or harbored in a Unit at any time, which animal cannot weigh over twenty (20) pounds. No other pets may be kept without the written consent of the Board. Such consent may be given up on such conditions as the Board may prescribe and shall be deemed provisional and subject to revocation at any time. No animal or pet shall be maintained or harbored within a Unit that would create a nuisance to any

other Unit Owner. A determination by the Board that an animal or pet maintained or harbored in a Unit creates a nuisance shall be conclusive and binding upon all parties. Animals must be leashed at all times. Pursuant to all applicable Federal and State laws, an owner or resident may make a request to the Association for a reasonable accommodation to the foregoing animal restrictions, in order to maintain an emotional support/service animal in a Unit, provided that the requesting owner or resident submits documentation from a qualified health professional that demonstrates sufficient connection between how the identified disability of the owner/resident impairs a major life activity, and the specific manner in which the animal will allow the owner/resident an equal opportunity to use and enjoy his or her Unit and assist in treating the disability. An owner/resident desiring to maintain an emotional support/service animal must obtain an application (if available) and approval of the Board prior to bringing the animal to the Condominium. From time to time, the Board may adopt additional rules and regulations regarding animals. An application and approval for an emotional support/service animal must be obtained annually.

M. L. Duration of Covenants and Restrictions. In addition to the restriction set forth in this Declaration and the Exhibits attached hereto, the use of the Condominium Property shall be subject to the Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development as recorded in Official Record 970, Page 573, et seq. of the Public Records of Palm Beach County, Florida as same may be amended from time to time.

N. M. Limitation on Unit Ownership. Notwithstanding anything contained in this Declaration to the contrary, from and after the effective date of this Amendment, no Unit Owner (whether one or more persons or entities) shall acquire title to or hold title to more than two (2) Units in the Association at any one time. This restriction on Unit ownership shall likewise apply to principals, officers, directors, members, manager, owners, shareholders, partners, etc. who have an interest (whether partial or otherwise) in any entities seeking to acquire or hold title to any Units in the Association, whether or not such persons/entities are seeking to acquire or hold title to any Units individually or in their capacity as an entity. Any sale, transfer or conveyance of a Unit made in violation of this provisions shall be deemed void.

O. Compliance with Fair Housing Amendment Act of 1988. The purpose of this Section is to authorize this Condominium to provide housing primarily intended and operated for occupancy by at least one person fifty-five years of age or older per unit as required by the Fair Housing Amendments Act of 1988.

Notwithstanding anything stated to the contrary in this Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations, following the sale, lease, gift, devise or other transfer of a unit, the unit shall not be occupied unless at least one occupant of the unit is fifty-five years of age or older; and the Association Board of Directors shall have the authority to make improvements to the common elements which meet the physical and social needs of older persons and are requirements of the Fair Housing Amendments Act of 1988.

Notwithstanding anything stated to the contrary in this Section, during any period of time in which more than eighty percent of the total units are occupied by one or more individuals fifty-five years of age or older, or, in the alternative, during any period of time in which more than eighty percent of the units newly occupied after September 13, 1988, are occupied by one or more

individuals fifty-five years or older, an owner who dies and the owner's surviving spouse becomes the owner and sole occupant under age fifty-five, said owners may occupy their units, even though they are under the age of fifty-five; provided, however, that this provision does not allow for occupancy under the age sixteen as specified in Article VIII (J) of this Declaration.

VIII ~~IX~~. **Transfer by Lease**

In order to maintain a community of congenial and responsible residents and to protect the value of the Units by controlling the non-parliament occupancy thereof, the leasing of the Unit shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions hereof, or until this section of the Declaration is amended in the manner provided herein:

A. Lease Application and Approval Process. All leases and lease renewals shall be subject to the prior written approval of the Association. Approval shall not be unreasonably withheld. For purposes hereof, occupancy of a Unit by a person or persons in the absence of the Unit Owner, except for the spouse of the Unit Owner, parents, adult children, grandparents or siblings, of either the Unit Owner or spouse, in excess of thirty (30) days, shall be treated as a lease and must be approved in advance in writing by the Association as set forth herein (including, but not limited to, an application and required screening fee as set forth herein). Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease/renewal term, a Unit Owner or his/her agent shall apply, in writing (via certified mail- return receipt requested, or delivered by hand to the Secretary of the Association or the Association's management agent), to the Association for approval of such lease/lease renewal. The Association may require the payment of a preset screening/application fee simultaneously with the giving of notice of intention to lease. Said screening/application fee shall be set by the Board from time to time and shall be in conformance with applicable law. No fee may be collected in connected with an application to renew a previously adopted lease, unless permitted by law as amended from time to time or in the case a new occupant eighteen (18) years of age or older will be added to the lease. If desired, the Board of its managing agent may prescribe the application form. The Association may waive the application requirement if the tenant/tenants has/have resided in the Unit pursuant to an approved lease or other occupancy prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting, or occupancy by persons other than permitted guests with the advance written approval of the Board. The Board may require the use of a uniform lease or require the addition of an addendum containing specific provisions to protect the Association's interests. The Unit Owner or the intended lessee shall furnish to the Association such information as the Association may reasonably require, including but not limited to the name(s) and address of the intended lessee(s), the terms of such lease, the names and addresses of all persons who are to occupy the Unit pursuant to the lease, a copy of the proposed lease/renewal, and the prospective lessee(s)/ occupant(s) shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease/renewal. The Association may require a background and/or credit investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise. The interview may be conducted over the telephone if it would be inconvenient for the applicant(s) to appear for a personal interview. It shall be the Unit Owner's obligation to furnish the lessee(s) with a copy of the Declaration and applicable Rules and Regulations. The Unit Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. It shall be the duty of

the Association to notify the Unit Owner of approval or disapproval of such proposed lease/lease renewal within thirty (30) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee(s)/occupants(s), whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval. Approval of the Association shall be withheld only if a majority of the entire Board so votes. If the Association disapproves a proposed lease or renewal, the lease shall not be made or renewed. Any rental of a Unit made in violation of this Declaration shall be voidable and the Association may act as agent for the Unit Owner and invoke any remedies provided by law, including but not limited to, the initiation of immediate eviction proceeds to evict the unauthorized persons in possession. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application. The Board may confer with counsel in reaching its decision. In addition to any other information deemed relevant by the Board, factors which may be deemed to constitute good cause for disapproval include, but are not limited to, the following:

- (i) The application for approval on its face, or subsequent investigation thereof, indicates that the person(s) seeking approval intends to conduct himself or herself inconsistently with the Declaration or applicable Rules and Regulations, or the occupancy would be inconsistent with the aforementioned documents.
- (ii) The person(s) seeking approval (which shall include all proposed occupants) has a criminal history involving violence to persons or property, or demonstrating dishonesty or moral turpitude, in accordance with HUD standards.
- (iii) The person(s) seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.
- (iv) The Unit Owner allows a prospective lessee to take possession of the premises prior to written approval by the Association as provided for herein.
- (v) The person(s) seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations.
- (vi) The person(s) seeking approval failed to provide the information, fees, or appearance required to process the application in a timely manner.
- (vii) All assessments, fines and other charges against the Unit have not been paid in full, and/or the Unit (and/or the Unit Owner(s) thereof) is in violation of any of the provisions of the Declaration and/or applicable Rules and Regulations; provided however, the Association may grant approval for the proposed lease/renewal subject to payment in full of all outstanding

assessments, fines and/or other charges, or correction of any outstanding violations, as appropriate, as a condition of the approval.

B. Noncompliance. Any purported lease of a Unit in violation of this section shall be voidable at any time at the election of the Association. The Board shall furnish the Unit Owner with written notice of the violation of this section by personal delivery or by certified mail, return receipt requested. If a Unit Owner fails to remove any purported tenant from his Unit within three (3) days of receipt of notice to a violation of this section, the Unit Owner shall be deemed to have authorized and empowered the Association as the Unit Owner's agent and attorney under Florida law to institute legal proceedings to evict the proposed tenant. Said Unit Owner shall reimburse the Association for all costs and reasonable attorneys' fees incurred in connection with such proceedings.

C. Lease Contents. Any lease entered into by a Unit Owner shall provide or shall be deemed to specifically provide that: (i) it may not be modified, amended, extended or assigned without the prior consent in writing of the Board of Directors; (ii) the tenant shall not assign his interest in such lease or sublet the demised premises or any part thereof without the prior written consent of the Board and (iii) the Board shall have the power, but will not be obligated to terminate such lease and/or to bring summary proceedings to evict a tenant in the name of the landlord in the event of (a) a default by the tenant in the performances of its obligations under such lease to the extent such default affects the Association and the opinion of the Board or (b) a foreclosure of the lien granted under the act. Any such lease shall also provide or shall be deemed to provide that the terms of the lease are subject in all respects to the provisions of this Declaration and the Exhibits attached hereto. Failure by a lessee to comply with the terms of this Declaration and the exhibits attached hereto or Chapter 718, Florida Statutes shall constitute a default under the lease.

D. Miscellaneous. Short-Term Rentals; Subleasing; Renting Rooms Prohibited. Subleasing of Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented, and Units may not be sublet. Short term rentals of less than six (6) months and one (1) day which may require a business tax receipt, license and resort tax account are strictly prohibited in Coves at Aberdeen Condominium Association, Inc. Further, the use of Airbnb and other similar types of transient rental services, or any licensing for such, are strictly prohibited so that no Unit may be posted for lease with any short term or vacation rental leasing service. All leasing provisions shall apply to any type of occupancy for which consideration has been paid including but not limited to occupancy pursuant to a license.

No Unit Owner is permitted to lease a Unit for time-share, transient or hotel purposes. No Unit Owner may lease less than his entire Unit. All leases shall be in writing. In the event the Association brings an action against a tenant, the provisions of Article ~~XIV~~ XV of this Declaration shall apply thereto.

E. ~~D.~~ Limitations on Leasing. Each Unit may be leased no more than one (1) time during each calendar year, and each lease shall be for a term of not less than three (3) months. In addition to the foregoing, no Unit Owner may lease their Unit during the first two (2) year period of ownership measured from the date the Unit Owner acquired title to the Unit. After the first two (2) year period of ownership, the Unit Owner may lease their Unit subject to the tenant approval and screening process and the other requirements and limitations of this Declaration and Rules and

Regulations. If a Unit is leased and the Unit Owner seeks to sell or otherwise convey the Unit, the Unit Owner shall, prior to closing and conveyance of the Unit, terminate the lease and regain legal possession of the Unit from the tenant(s) and occupant(s). A purchaser/acquirer may not purchase/acquire a Unit subject to an existing lease, as purchasing/acquiring a Unit subject to an existing lease would violate the prohibition on leasing during the first two (2) years of ownership as set forth herein. The aforementioned two (2) year prohibition on leasing described herein shall not apply to any Units acquired by the Association through an Association lien foreclosure action or otherwise. In addition, this provision shall not apply to any Owners who own their Unit on the effective date of this Amendment, nor does it operate to invalidate any leases which are valid and approved as of the effective date of this Amendment.

IX. Sales and Other Transfers.

In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Unit shall be subject to the following provisions so long as the Condominium exists which provisions each Owner of a Unit agrees to observe.

A. Forms of Ownership.

- (i) General. Each Condominium parcel together with all appurtenances thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the Condominium Property, subject only to the provisions of the Condominium documents.
- (ii) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section IX(B) below. In that event, the life tenant shall be the only Association member from such Unit, and the occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and Charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners.
- (iii) Ownership by Corporations, Business-Names Partnerships or by Trusts. A Unit may not be owned by a corporation, business-named partnership or by a land trust (the foregoing hereinafter collectively referred to as the "Entity"). A family trust for the purpose of financial planning shall be permitted if approved in the manner provided for under Section IX(B) of this Declaration; the intent of this provision is to allow flexibility in estate, financial or tax

planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of the Entity under this Section shall be conditioned upon designation by Entity, of one natural person to be the Primary Occupant, which Primary Occupant and other intended occupants shall also be subject to approval along with the Entity. All references to Owner or member in the Condominium Documents and Rules and Regulations as to use and occupancy of and voting and other membership rights with respect to the Unit owned by the Family Trust, shall mean and refer to the Primary Occupant; this shall not, however, relieve the Family Trust of any of its responsibilities and obligations under the Condominium Documents or Rules and Regulations. The foregoing provisions place personal responsibility and liability upon the Primary Occupant; such personal responsibility and liability exists notwithstanding any provision contained to the contrary in the Articles of Incorporation or Bylaws of the Trust agreement with respect to the Trust as Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by the Trust subject to the provisions of Section IX(B) of this Declaration.

B. Transfer of Ownership of Units. In the event of re-sale of said Unit, prior written approval of the Board of Directors shall be required.

(i) Transfers Subject to this Section IX(B).

- (a) Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
- (b) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Unit shall be subject to the approval of the Board of Directors.
- (c) Other Transfers. If any person acquires title in any manner not considered in the foregoing Sections, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Unit before being approved by the Board of Directors) under the procedures outlined in Section IX(B) below.

The foregoing is sometimes referred to in this Section IX(B) as a "Transfer".

1. Procedures.

Notice to Association.

- (a) Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest in the Unit shall give the Board of Directors or its designee written

notice of such intention to sell such Condominium Parcel. Said notice shall contain a copy of the sales contract and the name and address of the prospective purchaser. The Board of Directors, within thirty (30) days after receiving such notice, shall either consent or disapprove, with good cause, the transaction specified in said notice. The Board may require the personal appearance of any purchaser(s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval. The Board of Directors may run a criminal background and/or credit check on prospective purchaser or donees and has the power to promulgate new Rules and Regulations regarding sales and transfers from time to time.

(b) Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrumental evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.

(c) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchase, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for the Association disapproval.

2. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval to the transferee.

3. Disapproval.

(a) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

- (i) The person seeking approval or intended occupants have been convicted of a crime within the past seven (7) years, or, if they have been incarcerated, in the last seven years since release from jail but only in accordance with current HUD guidelines and law;
- (ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosure or bad debts;

- (iii) The application for approval on its face indicates that the person seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restriction applicable to the Condominium and/or the Rules and Regulations of the Association;
- (iv) The person seeking approval or intended occupants have a history or disruptive behavior or disregard for the rights or property of others;
- (v) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Condominium and/or. Rules and Regulations of the Association, by his conduct in this Condominium as tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee; or
- (vi) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or provided false information during the application process.
- (vii) The person seeking approval or other intended occupants are not fifty-five (55) years of age or older or have not provided proof of age with the application or upon request.

C. General Provisions.

- (i) Unapproved Transfers. Any Transfer which is not approved, or which is dis approved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belonging(s) by injunctive relief or by other means provided in this Declaration should this Section IX be violated.
- (ii) Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchaser or new Owners, and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchaser, new Owners and occupants within the time limits extended to the Association for that purpose as set forth in this Section 14. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.
- (iii) Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section IX; in an amount not to exceed the maximum allowed by applicable law from time to time.

(iv) Limitations on Ownership. No person shall own, in whole or in part, more than two (2) Units. The term "person" shall mean and refer to ownership individually or by an entity in which the person has any interest. In addition, no person or entity may purchase more than two (2) Units by using a "straw" purchaser to circumvent the intentions of this paragraph. Any owner or Owners who own more than two (2) Units as of the effective date of this amendment shall have acquired rights but may not purchase any other Units until which point in time they own less than two (2) Units and are in compliance with this provision.

A. Certain Exceptions. This Section shall not require the approval of a purchaser who acquires 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. Notwithstanding the foregoing, any purchaser who acquires title pursuant to this Section shall not have any occupancy or use rights unless approved by the Association pursuant to the provisions of this Section IX.

1. Proviso. This Section IX shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the Condominium Act and all other provisions of the Condominium Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of Section IX(B) above.

D. **Mortgage.** No Unit Owner may mortgage his Unit, or any interest therein, without the approval of the Association except to an Institutional Mortgagee. No reverse mortgage shall be made upon any Unit. The approval of any other mortgagee may be upon conditions determined by the Board of Directors and said approval, if granted, shall be in recordable form executed by the Executive Officer of the Association. Notwithstanding anything to the contrary contained herein, minimum ownership equity in any Unit must at all times be at least twenty-five percent (25%) of the purchase price of the Unit. As such, aggregate mortgage placed against any Unit shall not be such that the minimum owner equity in the Unit is ever less than twenty-five percent (25%) of the purchase price. All refinancing is subject to these provisions. If a Unit is acquired by gift, inheritance or any means other than purchase, the minimum ownership equity in the Unit must at all times be at least twenty-five percent (25%) of the appraised value of the Unit at the time of acquisition, such appraised value to be determined by a licensed real estate appraisal and the appraisal report shall be provided to the Association within ten (10) days of the date of acquisition of title to the Unit. The cost of the appraisal shall be borne by the Unit Owner. The Association is exempted from this Paragraph 12.4 for any Unit owned by the Association.

IX. ✕ COMMON EXPENSES IN COMMON SURPLUS, WORKING CAPITAL FUND.

A. **Budgets.** The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses and sufficient detail to show separate estimates for taxes, if any, and insurance for the Common Elements, plus maintenance expenses, and other reasonable unnecessary expenses.

B. Assessment. Each Unit shall be responsible for its proportionate share of the annual assessment chargeable for each fiscal year. Annual assessment shall be broken into four (4) equal installments, each installment being payable in advance on the first day of each calendar quarter, but Board of Directors has the power to establish other collection procedures. In addition, the Association has power to levy special assessments against each Unit in their respective shares, if a deficit shall develop in the treasury for the payment of Common Expenses. The specific purpose or purposes of special Assessments shall be set forth in the written notice of such Assessment sent or delivered to each Unit Owner, and the funds collected pursuant to the special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

C. Common Expenses. Common Expenses shall include expenses of the operation common maintenance, repair or replacement of the Common Elements, cost of carrying out the powers and duties of the Association, payments due by the Association to the Master Association and any other expenses designated as common by this Declaration, the Bylaws, or by Statute.

D. Percentage Share. Funds for the payment of Common Expenses shall be assessed against Unit Owners in the same percentage representing the undivided interest of each Unit in the Common Elements as they may exist at any time. Should the Association be the owner of any Unit(s), the assessments which would otherwise be due and payable to the Association or others by the owner of such Units, should be Common Expense as the same relates to the collection of such sums from Unit Owners to pay the Association's obligations. ~~Developers liability shall be as specified elsewhere in this Declaration.~~

E. Surplus. The Common Surplus, if so declared by the Board, shall be owned by Unit Owners in the shares provided in this Declaration, which shall be the same share as their interest in the Common Elements. The right to share in the Common Surplus does not include the right to withdraw, or to require payment or distribution thereof, except upon termination and dissolution of the Condominium.

~~**F. Developer's Obligation.** The Developer shall be excused from payment of the share of Common Expenses and respect to those Units owned by Developer which are offered for sale during such period of time the Developer shall have agreed to subsidize the Association's budget so that the assessment for Common Expenses of a Condominium imposed upon the Unit Owners other than Developer shall not change during the fiscal year which the Developer shall have obligated itself to pay any amount of Common Expenses not produced by assessments received from other Unit Owners other than Developer shall not change during the fiscal year which the developer shall have obligated itself to pay any amount of Common Expenses not produced by assessments received from other Unit Owners. Developer agrees that assessments for the first full fiscal year of this Condominium which commences July 1, 1980 will not exceed the amount of \$960.36 per Unit. Developer reserves the right upon sixty (60) days written notice given to the Unit Owners, to subsidize expenses for the succeeding fiscal year and to state a specified amount over which assessments for Common Expenses for that fiscal year will not increase.~~

~~G. Working Capital Fund. Developer shall establish a Condominium Working Capital Fund for the purpose of initial maintenance, reserve and non-recurring capital expenses.~~

~~At the time Developer closes the sale of a Unit to a purchaser (purchaser thereby becoming a Unit Owner), the purchaser shall deposit its proportionate share of the Working Capital Fund equal to 2 times the monthly Common Expense chargeable to such Unit. Amounts paid into the Working Capital Fund shall be deemed Association funds and may be utilized for any purpose deemed necessary by the board of the Association. Amounts paid into the Working Capital Fund shall not be considered advanced payment of Common Expenses.~~

~~In addition to Working Capital Fund contributions, purchaser shall be obligated to pay to the Developer a percentage share of Common Expenses for expenses Developer has incurred on behalf of the Association.~~

F. **Capital Contribution.** In addition to the foregoing, there shall be collected from each Unit Owner who purchases/acquires a Unit within the Association at the time of conveyance of each Unit (i.e. at the time of the closing of their Unit), including, but not limited to, the resale or any other transfer or conveyance of a Unit, a nonrefundable capital contribution in an amount of One Thousand Dollars and 00/100 (\$1,000.00), or such other amount as may be established by the Association's Board of Directors from time to time, subject to applicable law. The Association shall be entitled to keep such funds, and such funds may be used and applied by the Association as the Board of Directors deems appropriate in its sole and absolute discretion. Amounts paid as capital contributions, as set forth herein, are not to be considered as advance payment of Common Expenses/ Assessments, and shall not relieve the Unit Owner of their responsibility to pay all subsequent Assessments. With respect to the resale or any other transfer or conveyance of Units, this section shall be applied prospectively and affect only those Unit bought and sold (transferred or conveyed) subsequent to the date of recording of this Amendment in the Public Records of Palm Beach County, Florida. Notwithstanding anything contained herein to the contrary, the Association shall have the option to waive capital contributions, as set forth herein, in the sole and absolute discretion of the Board of Directors.

G. Charges.

- (i) **Defined.** Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; and any other sums other than assessments which are referred to as Charges in the Condominium Documents and charges for necessary repairs which, after statutory notice to the Owner, are unrepaired, shall be counted as assessments and subject to lien and foreclosure.
- (ii) **Liability for Charges.** The Owner of each Unit is liable for all Charges coming due while he is the Owner, and for Charges due for prior owners. Multiple Owners are jointly and severally liable.

- (iii) **Application of Payments; Failure to Pay; Late Fees; Interest.** Charges paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at that particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the greater of \$25.00 or five (5%) percent of the late payment or at the maximum amount allowed by law as amended from time to time. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, administrative late fees, costs and attorney' fees, and then to the delinquent assessment. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.
- (iv) **Collection of a Charge.** The Association may bring an action to recover a money judgment or a foreclosure for the unpaid Charges and shall be entitled to recover interest, late fees, and all costs of collection, including Court costs and paralegal and attorney's fees and including those incurred in connection with appellate, bankruptcy and administrative proceedings.

H. Suspension of Use Rights and Voting Rights. If a Unit Owner is more than one thousand dollars (\$1,000) and ninety (90) days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Association shall suspend the right of the Unit Owner or the Unit's occupant, licensee, or invitee to use Common Elements, common facilities, or any other Association property until the fee, fine, or other monetary obligation is paid in full. In addition, the Association may suspend the voting rights of a Unit or member due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than one thousand dollars (\$1,000) and ninety (90) days delinquent, as further outlined in the Bylaws. Proof of such obligation must be provided to the Unit Owner or member thirty (30) days before such suspension takes effect. All suspensions imposed pursuant to this Section must be approved at a properly-noticed board meeting. Upon approval, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery. A voting interest or consent right allocated to a Unit or member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the Declaration, Articles of Incorporation, or Bylaws. The suspension ends upon full payment of all obligations currently due or overdue the Association.

X. XI. ASSESSMENT; LIABILITY; LIEN AND PRIORITY; INTEREST; COLLECTIONS.

A. Subject to the provisions of the Bylaws of the Association attached hereto, the Association, through its Board of Directors, shall have the power to fix and determine from time to time the

sums necessary to provide for the Common Expenses of a Condominium Property. A Unit Owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance without prejudice to any right the grantee may have to recover from the grantor the amount paid by the grantee. Assessment shall be made against Unit Owners not less than quarterly and amounts not less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. If assessments levied are, or may prove to be, insufficient to pay the cost of operation and management of the Condominium, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as a shall deem necessary. The Association may also levy Charges against individual Unit(s) and Owner(s) for any amounts, other than for Common Expenses, which are properly chargeable against such Unit and Owner under the Condominium Documents.

B. The liability for assessments may not be avoided by waiver of the use of enjoyment of any Common Elements, services or by abandonment of the Unit for which the assessment was made.

C. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid ~~at the highest rate then allowed in the state of Florida~~ at the greater of eighteen percent (18%) or the highest rate allowed by law on open accounts at the particular time, per annum from due date until paid. If not paid within fifteen (15) days from the due date, there shall also be assessed a late fee equal to the maximum amount permitted by the Condominium Act from time to time which currently is twenty-five (\$25.00) dollars late charge or five percent (5%) of the Assessments; whichever is greater, for each assessment untimely paid, ~~i.e. if three assessment installments have been untimely paid there should be a seventy five (\$75.00) dollar late charge.~~ All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To any interest accrued by the Association, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment. In the event that any Unit Owner is in default for Assessments attributed to his Unit, said Unit Owner shall be liable for all cost of collecting the same, including reasonable attorneys' fees whether or not litigation is commenced, as well as all costs reasonably incurred by the Association in such collection efforts.

D. The Association shall have a lien on each Condominium Unit, together with a lien on all tangible property located within said Unit (except the latter shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of all monies from each Unit Owner for which he is liable to the Association, including all assessments, late fees so long as not prohibited by the Condominium Act at the particular time, and including interest and paralegal and attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. ~~interest in expenses provided for in this Declaration and reasonable attorneys' fees incurred as an incident to the enforcement of said lien.~~ The lien granted to the Association may be foreclosed as

provided in the Condominium Act. The lien granted to the Association shall further secure such advances for taxes and payments on account of mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien. Any Claim of Lien recorded shall state the legal description of the Unit, the name of the record Owner, the assessments past due and the due dates. The Claim of Lien is effective from and has those priorities as stated in the Condominium Act as amended from time to time and is in effect until barred by law. The Claim of Lien secures all unpaid assessments, applicable late fees, interest, costs and attorneys' fees coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

E. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

F. Priority of Lien; Leases.

(i) Leases. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

(ii) Rights of Mortgagees and Other Lienholders. The liability and priority of mortgagees and other lienholders and successors in title to Units as result of a mortgage or lien foreclosure shall be as provided in the Condominium Act, except that all fines, and other sums owed under the account shall additionally be counted as “assessments” and subject to payment by purchasers at judicial auction.

G. Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided for in the Condominium Act and may also bring an action to recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, and all costs of collection, including Court costs and paralegal and attorneys' fees. Late fees are recoverable at law, and as part of the Claim of Lien unless prohibited by the Condominium Act from time to time. Whenever the Association shall bring a lien foreclosure action, the Association shall be entitled to the appointment of a Receiver, which may be the Association, to collect the rent. Such Receiver shall be appointed pursuant to a Court Order in the foreclosure action. If some person other than the Association acts as Receiver, then the cost of the Receiver shall be borne by the party which did not prevail in the lawsuit. Homestead shall not be a defense to a mortgagee foreclosure action. In the event that assessments levied against any Owner or any installments thereof shall remain unpaid for thirty (30) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments shall be deemed to be a Common Expense of the Association to be paid out of Association surplus and, in the event said surplus is exhausted, then by means of a Special Assessment as the Board of Directors of the Association shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent Owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

~~H. G.~~ Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Condominium Unit. The holder of a mortgage or other lien of record has the same right as to any Unit upon which he has a lien.

~~F. Where a mortgagee of record obtains title to any Condominium Parcel as a result of foreclosure of the mortgage, or where a mortgage of record accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses of assessments by the Association pertaining to the Condominium Parcel or chargeable to the former Unit Owner of such parcel which became due prior to acquisition of title as a result of foreclosure who are the exceptions of such deed in lieu of foreclosure. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expense collection from all of the Unit Owners, including such acquirer, and his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection by such payment by means other than foreclosure.~~

I. **Who is Liable for Assessments.** The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided herein, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. Nothing in this Section shall be deemed to reduce, forgive or abate any assessments due to the Association from an Owner at the time of his death, nor the assessments attributable to the Unit coming due after the Owner's death, all of which shall be fully due and payable as if the Owner had not died.

~~H. Any person who acquires an interest in a Unit, except through foreclosure of a mortgage of record (or deed in lieu thereof), as specifically provided in accordance with the terms of paragraph F above, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing by the former Owner have been paid.~~

J. **No Waiver or Excuse from Payment.** The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Element, by abandonment of the Unit on which the assessments are made, by interruption in the availability of the Unit or the Common Elements or Association Property for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the Common Expenses unless all Owners are likewise proportionately excused from payment, except as otherwise provided by e Condominium Act.

~~K. F.~~ The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to ~~the Developer or to any Unit Owner or group of Unit Owners, or to any third party.~~

L. ~~J.~~ Nothing herein shall abridge or limit the rights and responsibilities of mortgages of Condominium Units as set out in greater detail in the Act.

M. ~~K.~~ No Unit Owner may be excused from the payment of his share of the Common Expenses of a Condominium and less all Unit Owners are likewise proportionally excused from payment.

N. ~~L.~~ The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of a suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "election of remedies" in any such proceedings.

O. ~~M.~~ The creation and enforcement of mechanics' and other liens against the Units and Condominium Property, except those created by this Declaration, shall be governed by the provisions of the Condominium Act.

P. **Assessment Estoppel Certificates.** No owner shall sell or convey his interest in a Unit unless all sums due the Association have been paid in full and an Estoppel certificate in recordable form shall have been received by such owner. The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the owner with respect to the Unit have been paid within ten (10) business days after receiving a written or electronic request by an owner, an owner's designee, mortgagee or a Unit mortgagee's designee. Any person other than the owner who relies upon such certificate shall be protected thereby. The estoppel certificate must contain all of the information and shall be in a format as provided by Florida Statutes, as amended from time to time. The Association or its authorized agent may charge a reasonable fee for the preparation and delivery of an estoppel certificate in such maximum amounts as provided by Florida Statutes, as amended from time to time.

XI. ~~XII.~~ **Termination of Condominium.**

A. Unless otherwise provided in this Declaration, the Condominium Property may be removed from the provisions hereof only by consent of all of the Unit Owners evidenced by recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the Units.

B. Unless otherwise provided in this Declaration as originally recorded or as amended pursuant to Section 718.110 (b), Florida Statute, upon removal of the Condominium Property from the provisions of the Condominium Act, the Condominium Property shall be owned by the Unit Owners as tenants in common in the same undivided shares as each Owner previously owned in the Common Elements. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

C. The termination of the Condominium shall not bar the creation of another Condominium affecting all or any portion of the same property.

D. In the event of termination of the Condominium pursuant to paragraph above, each Unit Owner shall have the perpetual exclusive right to occupy the airspace which formally constituted said Unit Owner's Condominium Unit prior to termination.

XII. ~~XIII.~~ INSURANCE PROVISION.

The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by the following provisions:

~~A. **Purchase of Insurance.** All insurance purchased pursuant to this Article shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the insurer of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners and the Association, the respective ~~servants~~, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners or any loss or damage for which insurance hereunder is carried where the insurer has waived its right of subrogation as aforesaid. Said policies and endorsement shall be deposited with the Association, ~~insurance trustee (as hereinafter defined) who must first acknowledge that the policies in any proceeds thereof will be held in accordance with the terms and conditions hereof.~~~~

B. Custom and Payment of Premiums. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is declared to be a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

C. Unit Owners' Responsibility. Each Unit Owner shall obtain insurance, at his own expense, affording coverage upon his own property and for his own liability and living expenses and must submit proof of same to the Association annually or upon the request of the Board, as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution. If an institutional mortgage requires procurement of flood insurance as a prerequisite to issuance of a mortgage, same shall be obtained at the sole expense of the Unit Owner.

D. Coverage. The following coverage shall be obtained by the Association:

- (i) The building and all other insurable improvements upon the land, including all of the Units, Common Elements, Limited Common Elements and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof of like kind or quality (exclusive of excavations and foundations as determined annually by the Association in consultation with the insurance company providing the coverage). Said coverage shall afford protection against loss or damaged by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to buildings similar in construction,

location and use, including, but not limited to, fire, vandalism, malicious mischief, wind storm, war damage and war risk insurance, if available.

- (ii) Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association and limits of not less than Five Hundred Thousand (\$500,000) Dollars for bodily injury or death to any person; Not less than One Million (\$1,000,000) Dollars for bodily injury or death resulting from any one accident or occurrence, and not less than One Hundred Thousand (\$100,000) Dollars for property damage. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to individual Unit Owner and one Unit Owner to another.
- (iii) Workman's compensation policy shall be obtained to meet the requirements of law.
- (iv) Such other insurance as the Board of Association may determine to be necessary from time to time.
- (v) **Statutory Fidelity Bond.** The Association shall obtain blanket fidelity bonds for all Officers, Directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a management company, such bonds shall be required for its Officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall in no event be less than (i) a sum equal to three (3) months aggregate Assessments on all Units plus reserve funds held by the Association, (ii) the estimated maximum funds, including reserve fund in the custody of the Association or the management company at any given time during the term of the bond, or (iii) the minimum amount required by the Condominium Act, whichever is greater. The bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management company, shall be paid by the Association as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment or premium) without at least 10 days' prior written notice to the Association and to any Institutional Lender requesting the issuer to give notice of cancellation or modification.
- (vi) **Directors and Officers Liability Insurance.** To the extent available, the Association shall purchase insurance to protect the Directors and Officers referred to in the Articles of Incorporation.

E. **Proceeds. ~~Insurance Trustee.~~** All insurance policies purchased in accordance with D (i) above shall provide that all proceeds are payable to the Association as a result of any insured loss. ~~except those specifically herein excluded shall be paid to any National Bank doing business in Palm Beach County and having trust powers. Such bank shall be designated, from time to time, by the Association (said Trustee is herein referred to as the "Insurance Trustee") and which appointment is subject only to the approval of the Institutional Lender holding the greatest dollar amount of mortgages against Units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee~~ The Association shall ~~be to~~ receive said proceeds, as paid, and shall ~~to~~ hold the same ~~interest~~ for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:

- (i) Proceeds received on account of damage to Common Elements shall be held in the same proportion as the share in the Common Elements which is appurtenant to each of the Units.
- (ii) Proceeds on account of damage to the Units shall be held in the following manner in undivided shares:
 - a. **PARTIAL DESTRUCTION WHEN THE BUILDING IS TO BE RESTORED.** For the benefit of the Unit Owners of the damaged Units. ~~Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate proportion and each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.~~
 - b. **TOTAL DESTRUCTION WHEN THE BUILDING IS DESTROYED OR WHEN THE BUILDING IS NOT TO BE RESTORED.** For all Unit Owners of a destroyed building; the share of each being in the same proportion as the Unit Owners undivided share in the Common Elements which is appurtenant to his Unit. In the event a mortgagee endorsement has been issued hereunder, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear. In the event that there is more than one building in the Condominium then the proceeds shall be held for the benefit of the Unit Owners in the destroyed building as if it were the only building in the Condominium.

F. **Distribution of Proceeds.** Proceeds of insurance policies received by the Association ~~Insurance Trustee~~ shall be distributed to or for the benefit of the Unit Owners ~~(after first paying or making provision for payment of the expenses, including a reasonable fee for the services rendered, of the Insurance Trustee)~~ in the following manner:

- (i) If the damage for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying said costs shall be distributed to the Association.

- (ii) If it is determined that the damage for which the proceeds are paid shall not be reconstructed, the proceed shall be distributed to the Unit Owners and their mortgagees as their interest may appear.
- ~~(iii) In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate provided by the Association as to the names of the Unit Owners and mortgagees and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association shall forthwith deliver said certificate.~~

G. Association as Agent. The Association is irrevocably appointed agent for each Unit Owner, for each owner of a mortgage upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver such certificate.

H. Determination to Reconstruct. If any part of the Condominium Property shall be damaged by casualty the determination as to whether or not it shall be reconstructed shall be made in the following manner:

- (i) **Common Element.** If the damage is only to Common Elements the damaged property shall be reconstructed unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.
- (ii) **Damage to Units.**
 - a. If the damage is to Units to which more than 70% of the Common Elements are appurtenant are found by the Board of Directors to be untenable, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Units, then the damaged property will not be reconstructed and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty Unit Owners owning 75% or more of the Common Element agree in writing to such reconstruction. ~~Notwithstanding the foregoing, if the damages could be repaired for Two Hundred and Fifty Thousand (\$250,000) Dollars or less, the property shall be reconstructed.~~
 - b. If the damage is to Units, but Units to which more than 30% of the Common Elements are appurtenant are found by the Board of Directors to be tenantable, then reconstruction shall be determined on a building by building basis as follows: if Units in a particular building which represent more than 25% of the Common Elements appurtenant to all the Units and said building are found by the Board of Directors to be tenantable, the damage property shall be reconstructed, unless within sixty (60) days after the casualty the owners of Units which represent 75% or more of the Common Elements appurtenant to all the Units and said building agree in writing not to reconstruct, in which event all the Units in that building shall be removed from the Condominium without

agreement., notwithstanding the foregoing, if such property may be reconstructed for Two Hundred and Fifty Thousand (\$250,000) Dollars or less the property will be reconstructed.

~~(iii) Certificate. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary to determine whether or not the damaged property is to be reconstructed or repaired.~~

I. **Responsibility.** If damage is only those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner then that Unit Owner shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.

J. **Nature of Reconstruction.** Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform within then current governmental restrictions in codes if necessary.

K. **Estimates.** In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, or those required by any Institutional Lender involved.

L. **Assessments.** If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction by the Association, or if, at any time during reconstruction or upon completion of reconstruction the funds for the payment of the cost of reconstruction are insufficient, assessment shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner shares in the Common Elements.

M. **Disposition of Proceeds.** The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the ~~Insurance Trustee~~ by the Association shall constitute a construction fund which shall be dispersed in payment of the cost of reconstruction in the following manner:

- a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Unit Owner; to such contractors, suppliers, and personnel for work done material supplied or services required for such reconstruction. Payments shall be in such amounts and at such time as the Unit Owners may direct, or if there is a mortgagee endorsement, to such payee as the Unit Owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction.

- b. ~~If the amount of the estimated cost of reconstruction is less than Twenty-five Thousand (\$25,000) Dollars and is the responsibility of the Association; the construction fund shall be dispersed directly to the Association in payment of such costs and upon the Association's order, provided, however the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the Association and such mortgagee may properly direct.~~
- e. ~~If the amount of the estimated cost of reconstruction is more than Twenty-five Thousand (\$25,000) Dollars, and is the responsibility of the Association, then the reconstruction funds shall be applied by the Insurance Trustee to the payment of such costs and shall be paid for the account of the Association, from time to time, as the work progresses. Said Trustee shall make payments upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect or engineer in charge of the work, setting forth:~~
- ~~1. That the sum then requested has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.~~
 - ~~2. That except for the amount stated in said certificate to be due as aforementioned, there is no outstanding indebtedness known which may become the basis of vendors, mechanics or materialman's liens.~~
 - ~~3. That the cost, as estimated, of work remains to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.~~
- c. ~~d.~~ It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the Common Elements and then to the Units. If there is a balance in a construction fund after the payment of all cost of reconstruction, shall be distributed to the Association.
- d. ~~Payment for any reconstruction made under Subparagraphs (b) and (c) of this paragraph shall be made by the Insurance Trustee and the Association only upon presentation of proof of payment of bills for materials in place, labor, services and materials for work covered and included in such payments for which failure to pay might result in a lien on the Common Elements.~~

N. Effect of Mortgagee Endorsements Concerning Insurance Proceeds. In the event a mortgagee endorsement has been issued relative to any Unit, the share of the Unit Owner shall be held in trust for the mortgagee as heretofore provided; provided, that no mortgagee shall have the

right to determine or participate in the determination as to whether or not the damaged property shall be reconstructed, and no mortgagee shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions or such proceeds made to the Unit Owner and mortgage where the responsibility of reconstruction is that of the Unit Owner. All mortgagees are to waive the rights to aid proceeds if the same are used pursuant to the provisions of the Declaration to pay for the restoration of such damage. The provisions hereof shall not affect the rights of the mortgagee, if any, to require any surplus proceeds to be distributed to it, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein however, shall be construed as relieving the Unit Owner from his duty to reconstruct damage to his Unit as heretofore provided.

O. Authority of Association. In all instances herein, except when a vote of the membership of the Association, or of a particular building, is specifically required, all decisions, duties and obligations of the Association under this Article ~~X~~ ~~XI~~ may be made by the board. The Association and its members shall jointly and severally be bound thereby.

XIII. ~~XIV.~~ **LIMITATION OF LIABILITY.**

A. The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

B. The Owner of a Unit may be personally liable for the acts of omission of the Association in relation to the use of the Common Elements but only to the extent of his pro rata share of that liability in the same percentage of his interest in the Common Elements.

C. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners and they shall have the right to intervene and defend.

XIV. ~~XV.~~ **REMEDIES.**

A. **Relief.** Each Unit Owner in the Association shall be governed by an shall comply with the provisions of this Declaration. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be brought by the Association, ~~developer~~, or if appropriate, by one or more Unit Owners, ~~and~~ the prevailing party shall be entitled to recover reasonable attorney's fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association, ~~the developer~~, or the other Unit Owners, and that such injury may be irreparable.

~~B. **Costs and Attorney's Fees.** In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Declaration, the developer shall be entitled to recover the cost of the~~

~~proceeding, including reasonable attorneys' fees. Further, in the event proceedings are instituted by or against the developer or any affiliated company or any individual connected with the same (including but not limited to the initial directors of the Association) for any reason whatsoever, including but not limited to (1) actions for declaratory judgment, (2) any claim that any of the above have not complied with their obligations under the prospective, this declaration and its exhibits, or (3) that any provision of the same is unconscionable, unfair (or the like) or violates any state or federal law or regulation and if the developer and affiliated companies and individuals connected with the same are the prevailing party or parties then comment and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to a reasonable attorneys' fees levels of the proceedings, including appeals, together with all cost, including those not normally allowable in auctions at law such as, but not limited to, copies of dispositions, whether or not used at trial; Travel expenses for witnesses traveling from County for the purpose of testifying at trial or disposition; Expert witnesses; Fees for testifying at trial or disposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony so Michael yes subpoenas issued to ensure the presence of witnesses at dispositions or at trial whether or not the witness shall actually appear or be called upon to testify.~~

~~B. C. No waiver.~~ The failure of the ~~developer or the~~ Association to enforce any right, provisions, covenant, or condition created or granted by this Declaration shall not constitute a waiver of the right of said party or the Association to enforce such right, provision, covenant or condition in the future.

~~C. D. Rights Cumulative.~~ All rights, remedies and privileges granted to the Association, ~~developer~~ or Unit Owner pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies".

~~D. E. Venue; Waiver of Trial by Jury.~~ Every Unit Owner or Occupant and all persons claiming any interest in a Unit agree is that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, ~~except the developer,~~ do further away the right to trial by jury and consent to a trial by the court without a jury.

XV. XVI. CONDEMNATION PROCEEDINGS.

If condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire Association shall secure the condemnation award in accordance with the ratio of ownership herein provided as it pertains to the Common Elements and disperse same to Unit Owners and their mortgagees as their interests appear of record. The Association shall give prompt written notice to each holder of a mortgage of record of any such condemnation

procedures, and shall take no action in such proceedings that will disturb any mortgagee's first lien priority.

The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. Each Unit Owner hereby purposes described herein.

XVI. ~~XVII.~~ RIGHTS OF FIRST MORTGAGE HOLDERS.

Upon written request to the Association by a mortgagee holding a mortgage on a Unit they shall be entitled to receive timely written notice of:

- a. any condemnation loss or any casualty loss which affects a material portion of the Condominium I or any Condominium parcel on which there is a mortgage held, insured or guaranteed by such mortgagee;
- b. any delinquency in the payment of assessment or charges owed by an owner of a Condominium parcel subject to a first mortgage held, coming insured or guaranteed by such mortgagee which remains unpaid for a period of 60 days;
- c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- d. Any proposed action that requires consent of a specified percentage of mortgage holders.

In addition to the rights set forth above, a Mortgagee shall have the right, upon reasonable request, to review the Association's books and records and to receive copies of annual budgets or financial reports of the Association.

XVII. ~~XVIII.~~ GENDER.

Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neuter gender.

XVIII. ~~XIX.~~ CAPTIONS.

The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or consideration in connection with the construction of any of the provisions of this Declaration.

XIX. ~~XX.~~ SEVERABILITY.

If any term or provision of this Declaration, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable, the remainder of

this Declaration, or the application of such term or provision to persons or circumstances other such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

XX. ~~XXI.~~ **AMENDMENT OF DECLARATION.**

A. This Declaration may be amended at any regular or special meeting of the Unit Owners of this Condominium called or convened in accordance with the Bylaws, by the affirmative vote of voting members casting not less than a majority of the Unit Owners; provided that any amendment shall be approved or ratified by a majority of the entire board. All amendments shall be recorded and certified, as required by the Condominium Act.

1. Except as provided, elsewhere in this Declaration, no amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner of the Unit shares the Common Expenses and owns the Common Surplus unless the record owner of the Unit and all record lien holders on it join in the execution of the amendment.
2. No amendment shall be passed which shall impair or prejudice the rights and priorities of the Association or Mortgages without the specific written approval of the Association or affected Mortgagee.
3. ~~No amendment shall change the rights and privileges of the developer without developer's specific written approval. No amendment shall change the rights or privileges of the current mortgage E without the current mortgage is specific written approval.~~

~~B. The developer, during the time it is in control of the Board of Directors of the Association, may amend the declaration, the Articles of Incorporation or the Bylaws (including the rules and regulations attached thereto) at the Association to correct an emission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, the reason opinion of the developer, materially adversely affect Unit Owners consent in writing, the execution an recording of any amendment by the developer pursuant here too shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendments effective as provided below and less subsequently rescinded.~~

XXI. ~~XXII.~~ **INVALIDITY.**

Invalidation of any part of this Declaration, or any provision contained in the plat of the Condominium Property, or in a conveyance of a Unit in the Condominium by judgment, court order or law shall in no way affect any of the other provisions, which shall remain in full force and effect.

XXII. GOVERNANCE.

This community shall be governed by Chapter 718 of the Florida Statutes as same exists on the date hereof, and as same may be amended from time to time.

~~In witness whereof, the developer has executed this declaration on the 14th day of November, 1989.~~

Exhibit A - 4

**AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
THE COVES AT ABERDEEN CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not-For-Profit)**

In compliance with the requirements in the State of Florida, the undersigned has executed these Articles for the purpose of forming a corporation not-for-profit:

ARTICLE I - NAME

The name of the corporation is THE COVES AT ABERDEEN CONDOMINIUM ASSOCIATION INC., hereafter called the "Association".

ARTICLE II - PRINCIPAL OFFICE

The principal office of the Association is located at 4965 Le Chalet Boulevard, Boynton Beach, FL, 33472, or such other place as the Board of Directors of the Association made time to time.

ARTICLE III – REGISTERED AGENT

~~Thomas Scott, whose address is 1065 Le Chalet Boulevard, Boynton Beach, Florida, 33437, is hereby appointed the initial resident agent of this Association.~~

Law Office of J.M. Cunha
601 Heritage Drive
Suite #424
Jupiter, FL 33458
Office: (561) 231-0640 / Fax: (561) 331-2501
Jennifer@JenniferCunhaLawOffice.com

ARTICLE IV – PURPOSE AND POWERS OF THE ASSOCIATION

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, The Condominium Act, to maintain, operate and manage the Coves at Aberdeen Condominium A and all other Condominiums which may be subject to its jurisdiction for similar purposes.

The Association shall have the following powers:

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

2) The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, except as limited herein, as specified in the declaration of Condominiums of the Condominiums operated by the Association and the Act, including, but not limited to:

a. To make and establish rules and regulations governing the use of the Condominium Property;

b. To levy and collect assessments and special assessments against members of the Association to defray the Common Expenses of the Condominium(s) as provided in the Declaration of Condominium(s) thereof;

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

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

e. To enforce the provisions of the Declaration(s) of Condominium and Exhibits attached thereto, the Bylaws, these Articles of Incorporation and the rules and regulations governing the use of said Condominium(s);

f. To grant permits, licenses and easements over the Common Elements of the Condominium(s) for utilities, roads and other purposes reasonably necessary for the proper maintenance or operation of the Condominium(s);

g. To levy fines and charges in accordance with the provisions of the Declaration of Condominium and the Bylaws; and

h. To enter into agreements with the Master Association.

i. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members.

j. To reconstruct the improvements after casualty and to further improve the property.

k. To approve or disapprove the transfer, mortgage and ownership of the apartments as may be provided by the Declaration of Condominium.

l. To employ personnel to perform the services required for proper operation of the Condominium.

m. To provide exterminating services to the Units and Common Elements in the sole discretion of the Board of Directors.

n. To borrow money with approval of the Board of Directors at a properly noticed meeting.

o. The power to charge and collect a Use Fee from a Unit Owner for the exclusive or nonexclusive use of all or a portion of the Common Elements or Association Property.

The provisions of the Declaration(s) of Condominium and Exhibits attached thereto which provide for the conduct of the affairs of the Association and limit and regulate the powers of the Association, directors and members shall be deemed provisions hereof.

ARTICLE V – MEMBERSHIP

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

- 1) The owners of all Units in Condominium(s) shall be members of the Association.
- 2) Subject to the provisions of the Declaration(s) of Condominium(s) and the Bylaws or this Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium(s). The membership of any party shall be automatically terminated upon his being divested of title to all Units owned by such member in the Condominium(s). Membership is non-transferable except as an appurtenance to Unit.
- 3) Membership in the Association shall be divided into classes (“Class Members”) with the Unit Owners of each Coves at Aberdeen Condominium constituting a separate class. Each class shall be designated by the same letter used to denote that particular Coves at Aberdeen Condominium A are “Class Members” and cumulatively constitute a separate class.
- 4) In the event a Coves at Aberdeen Condominium is terminated in accordance with its Declaration, the former Unit Owners in that Coves at Aberdeen Condominium shall no longer be members of the Association.
- 5) With respect to voting, the following provisions shall prevail:
 - a. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs (b) and (c) immediately below. However, in any event, each Unit shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Declaration and Bylaws.
 - b. In matters that require a vote, voting shall take place as follows:

i. Matters substantially pertaining to a particular Coves at Aberdeen Condominium shall be voted upon only by the Class Members of the Condominium and shall be determined by a majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws) unless a greater percentage vote is required by the Declaration Articles, Bylaws or the Act; and

ii. Matters substantially pertaining to the Association or to the collective Coves at Aberdeen Condominiums as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws), unless a greater percentage vote is required by the Declaration(s), Articles, Bylaws or the Act.

c. Any decision as to whether a matter substantially pertains to a particular Coves at Aberdeen Condominium for purposes of Class Member voting or to the Association of the Coves at Aberdeen as a whole for purposes of Membership voting shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting a particular Coves at Aberdeen Condominium which the Board determines to require the vote of the entire membership shall be effective with regards to that particular Condominium unless the Class Members of that Condominium shall be given the opportunity to vote on said action or resolution.

ARTICLE VI – BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors as provided in the Bylaws of not less than three (3) but no more than seven (7). ~~The names and addresses of the persons who are to act in the capacity of directors until their successors are elected and have qualified, or until removed, are as follows:~~

<u>NAME</u>	<u>ADDRESS</u>
Thomas Scott	4965 La Chalet Boulevard Boynton Beach, Florida 33437
Frank Meier	4965 Le Chalet Boulevard Boynton Beach, Florida 33437
Sanford Sanford	4965 Le Chalet Boulevard Boynton Beach, Florida 33437

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

ARTICLE VII – INCORPORATORS

~~The name and address of the incorporator to these Articles is as follows:~~

<u>NAME</u>	<u>ADDRESS</u>
Sunblet Properties, Ltd.	4965 La Chalet Boulevard
At Illinois Limited Partnership	Boynton Beach, Florida 33437

ARTICLE ~~VII~~ VIII – DURATION

The corporation shall exist perpetually.

ARTICLE ~~VIII~~ IX – OFFICERS

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

President	Thomas Scott
Vice President	Frank Meier
Secretary	Sanford Sanford
Treasurer	Jeff Elsner

ARTICLE ~~IX~~ X – BYLAWS

The Bylaws of this Corporation shall be adopted by the first Board of Directors and recorded among the Public Records of Palm Beach County, Florida. The Bylaws may be altered, amended or rescinded at any duly called meeting of the members of the Association in the manner provided in the Bylaws.

ARTICLE ~~X~~ XI – AMENDMENTS

Amendments of these Articles shall require the assent of holders majority (51 %) ~~sixty-six and 2/3 (66 2/3%)~~ of the total votes of the entire membership as it may exist from time to time.

ARTICLE ~~XI~~ XII – MEMBERSHIP IN ABERDEEN PROPERTY OWNERS' ASSOCIATION, INC.

Aberdeen Property Owners' Association, Inc. is the entity responsible for the maintenance and operation of the Common Property as defined in the Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development. The Association with the Secretary of State of the State of Florida and the recording of the Declaration of Condominium for the Coves at Aberdeen Condominium A.

ARTICLE ~~XII~~ XIII – INDEMNIFICATION

1.) To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding (or settlement or appeal of such proceeding) (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification of Directors and Officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. In the event of conflict between this Article XII and said statute, the conflict shall be resolved in favor of providing the broadest protection possible

to Directors and officers. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

a. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor;
or

b. A violation of criminal law, unless the Director or officer has no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful;
or

c. A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Directors or office may be entitled.

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

~~IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned incorporator of this Association has executed these Articles of Incorporation, this 14 day of November, 1989.~~

Exhibit A-5

**AMENDMENT TO THE
BYLAWS
OF
THE COVES AT ABERDEEN CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
IDENTITY**

The following Bylaws shall govern the operation of the Condominium created by the Declaration of Condominium to which these Bylaws are attached.

The Association is a Florida corporation not for profit, organized and existing under the laws of the State of Florida for the purpose of administering (but not exclusively unless so provided in the Association's Articles of Incorporation the Condominium created by the Declaration of Condominium to which these Bylaws are attached.

Section 1. The office of the Association shall be at such place as may be designated by the Board of Directors of the Association.

Section 2. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit and the year of incorporation.

Section 3. As used herein, the word "Corporation" shall be the equivalent of "Association" as defined in the Declaration of Condominium which these Bylaws are attached. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration of Condominium to which these Bylaws are attached.

**ARTICLE II
MEMBERSHIP AND VOTING PRIVILEGES**

Section 1. Membership in the Association shall be limited to Unit Owners of the Units in Condominiums wherein this Corporation has been designated the Association to operate and administer said Condominium by virtue of the Declaration of Condominium creating said Condominium. Transfer of Unit Ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership shall therefore become vested in the transferee. If Unit Ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc.; but, as hereinafter indicated, the vote of a Unit will be cast by the Voting Member. If Unit ownership is vested in a corporation, that corporation may designate an individual officer or employee of the corporation as its "Voting Member".

Section 2. Voting. The owner(s) of each Condominium Unit shall be entitled to one (1) vote; if a Condominium Unit Owner owns more than one (1) Unit, he shall be entitled to vote for each Unit owned. The vote of a Condominium Unit shall not be divisible.

Section 3. Electronic Voting. In the event the Board shall implement electronic (online) voting, it shall be the duty of the board to obtain a written consent from each member opting into online voting, which shall be valid until revoked, and the Board must follow the requirements listed below:

- (a) Each member will be provided with a method to authenticate the member's identity through the online voting system.
- (b) 14 days prior to each voting deadline, each member's electronic device will be checked to ensure successful communication with the online voting system.

The online voting system that the Association uses will:

- (a) Authenticate each member's identity.
- (b) Authenticate the validity of each electronic vote to ensure that it is not altered in any way after submission.
- (c) Transmit a receipt from the online voting system to each member who casts such vote.
- (d) In the case of a secret election, permanently separate any authentication or identifying information from the electronic election ballots.
- (e) Store and keep electronic ballots accessible to election officials for recount, inspection and review purposes.

Section 4 3-Quorum. The presence in person, by an Association approved absentee ballot or by proxy of thirty-three and 1/3 (33 1/3%) percent of the total votes of the Association shall constitute a quorum. A quorum of any meeting of class members shall consist of persons entitled to cast a majority of the votes of such class members. A majority of the members present in person, by proxy or absentee ballot shall decide any question, unless the Declaration, Articles or these Bylaws provide otherwise, in which event the voting percentage required by any provision thereof shall control.

Section 5 4-Proxies; Power of Attorney. Votes may be cast by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 6), and shall be filled with the Secretary at or prior to the meeting for which they are to be used. Proxies shall be valid only for the particular meeting designated therein. No proxies shall be used for elections. No proxy shall be valid for a period longer than ninety (90) days after the date of first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Unit, and must be delivered to the Secretary at or before the adjournment of the particular meeting. The proxy form must conform to any requirement of the Condominium Act and applicable Administrative Rules. An executed original or a photographic, photostatic, facsimile, electronic or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be

members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name a member of the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board.

Where a Unit is owned jointly by a husband and wife, and, if they have not designated one of them as the Voting Member, a proxy must be signed by both husband and wife where a third person is designated. One holding a power of attorney from a Unit Owner properly executed and granting such attorney, may vote all votes to which said Owner(s) is entitled.

Section 6 5. Designation of Voting Member. If a Condominium Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit if a Condominium Unit is owned by more than one person, the owner entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the record owners of the Unit, and filed with the Secretary of the Association. If a Condominium Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the Corporation shall be designated in a certificate for this purpose, signed by the President or Vice President, attested by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. The person designated in such certificate who is entitles to cast the vote for a Unit shall be known as the "Voting Member". If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a corporation, the vote of the Unit concerned shall not be considered in determining the required for a quorum or for any other purpose, except if said Unit is owned jointly by a husband and wife is set forth below. Said certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned occurs. If a Condominium Unit is owned jointly by a husband and wife, the following provisions are applicable thereto:

- a. They may, but they shall not be required to, designate a Voting Member.
- b. If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject at the meeting. (As previously provided, the vote of a Unit is not divisible.)
- c. Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Unit vote just as though he or she owned the Unit individually, and without stabling the concurrence of the absent person.

Section 7. Suspension of Voting Rights for Monies Due to the Association. The Association shall suspend the voting rights of a Unit or member due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than 90 days' delinquent. A voting interest or consent right allocated to a Unit or member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the declaration, Articles of Incorporation, or Bylaws. The suspension ends upon full payment of all obligations currently due or overdue the Association.

ARTICLE III MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership or class members shall be held at such place and at such time as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting, and shall be open to all Unit Owners.

Section 2. Notices. It shall be the duty of the Secretary or the designated agent to mail a notice of each annual or special meeting, stating the time and place thereof, to each Unit Owner of record at least fourteen (14) days prior to such meeting, and to also post a notice of same at a conspicuous place on the Condominium Property at least fourteen (14) days prior to said meeting. Notice of special meeting shall state the purpose thereof. All notices shall be mailed by regular mail at the address of the Unit Owner as it appears on the books of the Association. In addition, notice of Board meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of Unit Owners except in emergency. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. Notice of meetings (except membership meetings to recall board members) may be given by electronic transmission to Members who consent in writing to receive notice by electronic transmission.

Section 3. Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year, and to the extent possible, no later. The purpose of the meeting shall be, except as provided herein to the contrary, to elect directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to the Members in advance thereof. Board or Committee members may participate in meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. Directors who appear electronically count toward establishing a quorum and may vote as if physically present.

Section 4. Special Meeting. Special meetings of the membership of class members shall be held when called by the President of majority of the full Board of Directors. Unless otherwise provided by law, special meetings of the Association have ten (10%) percent of the votes in the Association, or as to any class members, upon written request from ten (10%) percent of such class members. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting. Boards or Committee members may participate in meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. Directors who appear electronically count toward establishing a quorum, and may vote as if physically present.

Section 5. Waiver and Consent. The membership and the class members may take action by written agreement without a meeting, as long as written notice is provided in the manner prescribed elsewhere in the Bylaws. Decisions made in the manner provided for in this paragraph shall require a majority vote of the membership or class members entitled to vote unless a larger percentage vote is required by the Act, the Declaration, the Articles or these Bylaws. The notice shall set forth _____ period within which response must be made by the members.

Section 6. Adjourned Meeting. If any meeting of the membership of class members cannot be organized because a quorum of Voting Members is not present, either in person, by proxy or ballot, the meeting may be adjourned from time to time until a quorum is present. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and shall be conspicuously posted on the Condominium Property.

Section 7. Minutes of Meeting. Minutes of all meetings of Unit Owners and of the Board shall be kept in a businesslike manner and available for inspection by Unit Owner and the Board at all reasonable times.

Section 8. Order of Business. If a quorum has been attained, the order of business at annual member's meetings, and, if applicable, at other members' meetings, shall be:

- a. Call to order by President;
- b. Appointment by the President of a chairman of the meeting (who need not be a member or a director);
- c. Proof of notice of the meeting or waiver of notice;
- d. Certification of quorum;
- e. Reading of minutes;
- f. Reports of officers;
- g. Reports of committees;
- h. Appointment of inspectors of election;
- i. Determination of number of Directors to be elected;
- j. Election of Directors;
- k. Unfinished business;
- l. New business;
- m. Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

Section 9. Special Meeting – Master Association. Within five days after a meeting of the Board of Directors of the Master Association has been noticed, the Association shall, if necessary, notice a meeting of its members to discuss any issues which will come before the Board of Directors of the Master Association as set forth in the notice of its meeting which will affect the

Unit Owners. The Association's representative to the Board of Directors of the Master Association must cast the votes of the Association as provided for in Article VI of the Articles of Incorporation of the Master Association as directed by a majority of the Unit Owners present at a duly called meeting.

ARTICLE IV DIRECTORS

Section 1. Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) persons but no more than seven (7), as is determined from time to time by the members. ~~However, until such time as the Developer relinquishes control of the Association there shall be three directors who shall be selected in accordance with Section 3 of this Article.~~ Members of the Board shall be members of the Association with the following exceptions: (1) the spouse of a member shall be deemed qualified to serve as a member of the Board even though said spouse is not a record title owner; and (3) officers of the corporate Unit Owner or partners of a partnership Unit Owner shall also be qualified to serve as members of the Board. Permanent resident as used in this paragraph means a person residing in a Unit not less than eight months within each calendar year. ~~Directors designated by the Developer need not be members of the Association.~~ The term of the Board of Directors shall be as follows: three (3) members terms will be for two (2) years, four (4) members terms will be for one year, as determined by the newly elected Board of Directors at this organizational meeting. In subsequent years after the first one (1) year terms expire, all terms will be for two (2) years.

Section 2. Election of Directors. ~~Directors shall be elected at the annual members' meeting except as provided herein to the contrary. Nominations for directors may be made in advance of the meeting and may also be made from the floor. The election shall be by written ballot (unless dispensed with by majority consent of the Units represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominee as there are vacancies to be filled. There shall be no cumulative voting.~~

- (a) Election of directors shall be held at the annual members' meeting.
- (b) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations may be made from the floor.
- (c) At each election meeting, the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled, and additional Directors if desired. Not less than sixty (60) days before the scheduled election meeting, the Association must send notice to each Owner of the date. Not less than forty (40) days prior to the date of the election meeting, eligible candidates must deliver to the Secretary of the Association, written notice of his or her desire to run for the Board of Directors in order to be eligible to be placed on the election ballot. Any candidate may furnish the Association with an information sheet which shall be no larger than 8 ½

- inches by 11 inches. The candidate's information sheet, if any, must be received by the Secretary or designated agent by no later than thirty-five (35) days prior to the meeting, unless a later date is permitted by the Administrative Rules or Condominium Act as amended from time to time. The Association shall have no liability for the contents of this information sheet prepared by the candidate.
- (d) Not less than thirty (30) days prior to the date of the election meeting, the Association shall provide a notice to all Owners reminding them of the date, time and place of the election meeting, together with a ballot listing all eligible candidates and any information sheets received from same. No Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any Administrative Rules applicable to safeguarding the secrecy of ballots. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No voting representative of any Unit may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of ballots cast shall be declared elected, except that any tie(s) shall be decided as permitted by the applicable Administrative Rules. The determination of which Director receives which term shall be determined based on the number of ballots cast, such that the candidates receiving the most ballots cast shall obtain the longer terms. A newly elected Director shall take office immediately upon the adjournment of the election and annual meetings.
- (e) An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board to be filled. In that event, the Association shall announce the new Directors at the annual meeting, and all candidates take office as Directors immediately following the adjournment of the annual meeting.
- (f) The election shall be ballot (unless dispensed by unanimous consent and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- (g) Except as to vacancies provided by removal of directors by members, vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.
- (h) Any director may be removed by concurrence of two-thirds a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

~~**Section 3. Proviso.** The Developer shall have the right to appoint all the members of the Board until Unit Owners other than the developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own 15% of more of the Units that will be operated ultimately by the Association, the Unit Owners~~

~~other than the Developer shall be entitled to elect one director. Unit Owner other than the Developer are entitled to elect not less than a majority of the Board (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed, (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed 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 (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five (5%) percent of the Units that will be operated ultimately by the Association.~~

~~The Developer, in its sole discretion, can turn over control of the Association to Unit Owners other than the Developer prior to the dates set forth in this Section by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligations of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.~~

~~Within sixty (60) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.~~

Section 3 ~~4~~. Organizational Meeting ~~First Board of Directors~~.

~~(a) The first Board of Directors of the Association shall hold office and serve until their successors have been elected and qualified.~~

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

Section 4 ~~5~~. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of any death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The filling of such vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by or conduct the meetings through the use of a telephone conference or other electronic means (such as Skype or equivalent) so long as it complies with the requirements of the applicable Administrative Rules, as amended from time to time. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 6 7. Special Meetings. Special meetings of the Board of Directors may be called by the President or a majority of the Board of Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three days before the meeting, except in emergencies.

Section 7 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall constitute a waiver or notice of the meeting by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8 9. Quorum. At any meeting of the Board of Directors, a majority of the Directors, in person or attending electronically pursuant to this Article IV, Section 5 shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meeting at which a quorum is present shall be the acts of the Board of Directors, unless a greater percentage, vote is required by the Declaration, these Article or Bylaws. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and conducting in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 9 10. Voting. There shall be no voting by proxy at any meeting of the Board of Directors.

Section 10. 11. Compensation. ~~Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties. Neither Directors, Officers, nor (statutory and non-statutory) Committee Members shall receive compensation for their services as Directors, Officer or Committee member (as applicable), unless compensation is approved by a majority of the voting interests of the Board, and if required, the persons are duly licensed as Community Association Managers. Nothing herein shall preclude the Board of Directors from employing a Director, Officer or Committee member for the management of the Condominium, or for any other service to be supplied by such Director, Officer, or Committee member. Directors, Officers and Committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.~~

~~**Section 12. Developer's Selection of Directors.** Except as provided by Section 718.301 of the Condominium Act, the developer shall have the right to designate the Directors who need not be owners of Units in the Condominium, and may not be removed by members at the Association, as elsewhere provided herein; and where a vacancy occurs for any reason whatsoever, the vacancy shall be filled by the person designated by the developer.~~

Section 11. 13. Powers and Duties. All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors or employees, subject only to the approval by Unit Owners when that approval is specifically required. These powers shall specifically include, but shall not be limited to, the following:

- (a) To exercise all powers specifically set forth in the Declaration(s) of Condominium, these Bylaws and in the Condominium Act, and all powers incidental thereto.
- (b) To make assessments, collect said assessments and use and expend the assessments to carry out the purposes and powers of the Association.
- (c) To employ, dismiss and control the personal necessary for the maintenance and operation of the Condominium, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.
- (d) To make and amend rules and regulations respecting the operation and use of the Common Elements and Condominium Property and facilities, and the use and maintenance of the Condominium Units therein so long as all such rules and regulations are consistent with the Act, the Declaration(s) of Condominium and the rules, regulation and other restrictions governing the operation of the Master Association.
- (e) To contract for the management of the Condominium and to designate to such contractor the powers and duties of the Association to the extent permitted by law.
- (f) To impose fines on Unit Owners in such reasonable sums as they may deem appropriate, ~~not to exceed \$150.00~~ for violations of the Act, the Declaration(s), the Articles, these Bylaws and lawfully adopted rules and regulations by owners or their guests or tenants. The Board collects those fines as an assessment in one or more installments. Each day of violation shall be a separate violation, however, there may be more than one violation on any given day. No fine shall be imposed until the affected Unit Owner has been given written notice of the violation and an opportunity to be heard before a fining committee. ~~the Board of Directors~~. A Unit Owner shall be held ultimately responsible for fines attributable to the conduct of his guests or tenants. The Board is empowered to adopt, by resolution, procedures necessary to implement the levying of fines as

provided for in this paragraph and which are consistent with the principles of due process.

- (g) To disapprove the prospective tenant of any Unit Owner delinquent in the payment of assessments for Common Expenses.
- (h) To enter into a contract for the installation, maintenance and operation of the equipment and service necessary to provide a cable or other form of pay television system to the Condominium Units.

ARTICLE V OFFICERS

Section 1. Officers. The executive officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a treasurer and a secretary. A person may hold more than one office except that the President may not be the treasurer.

Section 2. Election. The officer of the Association designated in section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deem necessary.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors by the affirmative vote of a majority of the whole Board.

Section 5. The President. The President shall be the Chief Executive Officer of the Association; he shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have the executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors. The President, or a designee of the President or Vice-President, shall be the Association's representative on the Board of Directors of the Master Association and shall be authorized to cast the vote of the Association as provided for in Article VI of the Articles of Incorporation for Aberdeen Property Owners' Association, Inc. In the event the President is unavailable, the Vice-President or other Board Member designated by the President of the Association shall serve as the Association's representative on the Board of Directors of the Master Association.

Section 6. The Vice-President. The Vice-President shall exercise the powers and duties of the President in the absence or disability of the President. He shall also assist the President and exercise those other powers and perform those other duties as may be prescribed by the Board.

Section 7. The Secretary. The Secretary or designated agent shall issue notice of all Board of Directors meetings and all meetings of the Unit Owners; he shall attend and keep the minutes of the meetings; he shall have charge of all of the books of the Association as well as records and papers, except those kept by the Treasurer.

Section 8. The Treasurer. The Treasurer shall have custody of the Association's funds and securities, and he shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit in the manner required by Section 718.11(7) of the Condominium Act. The Treasurer shall disburse funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

Section 9. Compensation. Officers shall not receive compensation; however, this provision shall not preclude the Board from hiring an officer as an employee of the Association. Officers may be reimbursed for reasonable expenses incurred in the course of their responsibility.

ARTICLE VI FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time up on resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by those persons as are authorized by the Board of Directors. Obligations of the Association shall be signed by all three members of the Board of Directors.

Section 2. Fiscal Year. The fiscal year for the Association shall begin on the first day of each calendar year, provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 3. Acceleration of Assessments. If a Unit Owner shall be in default in the payment of an installment of Assessments attributable to his Unit, the Board of Directors or its agent may accelerate the remaining installments of Assessments upon notice to the Unit Owner, and the then unpaid balance of the Assessments for the balance of the year shall be due upon the date specified in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.

Section 4. Determination of Assessments. The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium(s).

Section 5. Accounting. ~~A review of the accounts of the Association shall be made annually. Said review shall be prepared by such accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association in the office of said Association. Such review shall be available not later than three (3) months after the end of the year in which the report is made.~~ The Board of Directors shall have performed and shall provide such form of accounting as required by applicable provisions of the Condominium Act and Administrative Rules as amended from time to time. The Board of Directors shall mail or hand deliver the form of accounting to each Owner as required by the Condominium Act and Administrative Rules as amended from time to time. A photocopy of same shall be furnished to the Division of Florida Land Sales, Condominiums and Mobile Homes if required by the Condominium Act or Administrative Rules as amended from time to time.

Section 6. Application of Surplus. Any payments or the receipts to the Association, whether from Unit Owners or otherwise, paid during the year in excess of the operating expenses and other Common Expenses of the Association shall be either refunded to the Unit Owners or kept by the Association and applied against the Association's expenses for the following year as shall be determined by the Board of Directors in its sole discretion.

Section 7. Fidelity Bonds. Fidelity bonds shall be obtained for all officers or Directors of the Association who control or disburse Association funds. The amount of such bonds shall be determined by the Directors. The premiums on each such bond shall be paid by the Association.

Section 8. Other Insurance. Directors' and officers' liability insurance shall be obtained for all officers and directors of the Association. The amount of insurance to be procured shall be determined by the Directors. The premiums for same shall be paid by the Association.

ARTICLE VII ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the Common Elements or Limited Common Elements of the Condominium(s) which this Association operates and maintains except as specifically approved and authorized by the Architectural Review Board.

ARTICLE VIII COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than non-payment of an assessment) by a Unit Owner of any of the provisions of the Declaration of Condominium, of these Bylaws or of the applicable portions of the Condominium Act or duly adopted rules and regulations, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of fifteen (15) days from the date of the notice, the Association, though its Board of Directors,

shall have the right to treat such violation as an intentional and inexcusable and material breach of the Act, Declaration and/or Bylaws, and the Association may then, at its option, exercise one or all of the following cumulative remedies:

- (a) An action at law to recover for its damage on behalf of the Association or on the behalf of the Unit Owners.
- (b) An action in equity to enforce performance on the part of Unit Owner;
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief, and/or
- (d) Impose fines as provided in Section 5 of this Article. ~~in Article IV of these Bylaws.~~

Upon a finding by the Court of the existence of a violation, the Unit Owner shall reimburse the Association for the reasonable costs and attorneys' fees incurred by it in bringing such action. Any violations which are deemed by the Board of Directors to be hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Unit Owner as a specific item of special assessments against said Unit with the same force and effect as if the charge were a part of the Common Expenses.

Section 2. Negligence or Carelessness of Unit Owners, Etc. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement to the Condominium Property rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company or rights of subrogation. The expense for any maintenance, repair or replacement, as provided in this section, shall be charged to said Unit Owner, as a specified item of special assessment against said Unit with the same force and effect as if the charge were a part of the Common Expenses.

Section 3. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration or the Exhibits attached thereto shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 4. Election of Remedies. All rights, remedies and privileges granted to the Association or the Unit Owners pursuant to the Act, Declaration and the exhibits attached thereto shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the Declaration and the exhibits attached thereto, or at law or in equity.

Section 5. System of Fines for Noncompliance.

- (a) Authority and Scope. The Board of Directors may impose fines on any Owner and Unit for any violations of the Condominium Documents and Rules and Regulations; as amended from time to time; and/or violations of the Law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), etc.
- (b) Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his Unit) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agents(s), guest(s), visitor(s), etc.
- (c) Written Notice Required; Contents. No fine shall be imposed against an Owner for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given not less than fourteen (14) days written notice of the following:
- (i) The Owner responsible for the violation(s).
 - (ii) The nature of the violation and the name(s) of the violator(s), if known.
 - (iii) The maximum amount of fine for each violation of the particular provision of the Condominium Documents, and/or Rules and Regulations and/or law.
 - (iv) The date, time and place of a meeting, at which meeting the Committee referred to in Section f below shall determine whether the Owner (for himself/herself, family guests, agents, etc., or other occupants of the Unit), is guilty of the Violation, and if so, shall impose a fine for the violation.
 - (v) The Association shall be permitted to include in the Committee meeting notice, the following optional information: A hearing shall be scheduled at a specified day and time and at a specified time on each day thereafter; with each day that the violation continues constituting a separate violation resulting in a separate fine.
- (d) Level of Fines. A fine for each violation shall be in an amount(s) as set by the Board of Directors not to exceed the maximum amount permitted by the Condominium Act as amended from time to time. This fine may be levied at the particular rate for each day that the violation occurs, on a running per day basis, so long as the Board's notice informs the offending party or parties of this possibility. The maximum total fine shall be as provided for in the Condominium Act as amended from time to time.
- (e) Record Keeping. The Association shall maintain a file of all notices issued and findings of the Committee in order that a record of offenses and offenders may be kept.

(f) Hearing Before Committee of Owners.

(i) A party against whom a fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

(ii) Failure of the Owner and the violator in question to appear at the scheduled hearing may result in the automatic vote by the Committee that the Owner is in violation, whereupon the fine may be levied without further advance warning.

(iii) The Committee shall be comprised of such members as provided for in the Condominium Act and Administrative Rules, as amended from time to time and in the absence of such provision, then as selected by Board of Directors.

(g) Collection of the Fine. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due owing, with due date for payment. A grace period of thirty (30) days shall apply to any Owner who is a sole record owner and who is incapacitated due to an illness and provides proof of accommodation needed. In this event, the Association will make reasonable efforts to contact a family member of that Owner to advise him or her of the fine due and owing.

(h) Concurrent Remedies. The fine system may be invoked independently of or concurrently with any other remedies provided for in the Condominium Documents or Law. As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it under the Condominium Documents or under the law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Condominium Documents, Rules and Regulations and law, if in fact the violation(s) remain(s). An Association may suspend the voting rights of a parcel or Member for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than 90 days' delinquent and may suspend and revoke other rights as set forth in the Declaration as allowed by law, and as may be amended from time to time.

(i) Late Fees. The imposition of late fees shall not be governed by this Section 8.

**ARTICLE IX
BYLAWS PERTAINING TO USE AND DECORUM**

Section 1. Definition. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Units, use of Common Elements and Limited Common Elements as are set forth in Article X hereof.

Section 2. Scope; Remedy for Violation. These Bylaws are reasonably calculated to promote the welfare of the Unit Owners. The violation of such Bylaws may bar any Unit Owner or his family and invitees from the use of Common Elements, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Declaration, the Articles, and/or Bylaws.

Section 3. Rules and Regulations. The Board may from time to time, promulgate additional Rules and Regulations concerning the use of the Condominium Property, pursuant to the terms hereof. Said Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Property and shall have the dignity of Bylaws but, unless said rule conflicts with the provisions hereof, it shall not require an amendment to be effective.

ARTICLE X USE AND DECORUM

The Bylaws relating to use and decorum hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners. Unit Owners shall, at all times, obey the same and use their best efforts to see that the Bylaws and rules and regulations are faithfully observed by their families, guests, invitees, servants, lessees, and person over whom they exercise control and supervision. Said Bylaws are as follows:

- (a) The sidewalks, entrances and all other Common Elements must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises. No vehicles, carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature shall be stored therein. No structure of a temporary character, trailer, shack, barn, or other building shall be moved to, erected on, or used on any part of the Condominium Property at any time for a residence, workshop, office, storage room, either permanently or temporarily. No business, service, repair or maintenance for the general public shall be allowed on the Condominium Property at any time. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon the Condominium Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Condominium Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any part of the Condominium Property.
- (b) The personal property of all Unit Owners shall be stored within their Condominium Units; however, no Unit Owner may store any personal property on, or make any use of, his Unit which is unsightly nor shall he make any use of the same which interferes with the comfort and convenience of other Unit Owners.
- (c) No garbage cans, supplies, milk bottles, or other articles shall be placed in the entranceways, nor shall any clothesline, lines, cloths, clothing, curtains, rugs,

mops or laundry of any kind, or any other article, be shaken or hung from any of the windows, doors or balconies, or exposed to or on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material.

- (d) No Unit Owner shall allow anything whatsoever to fall from the windows or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance upon the grounds.
- (e) Refuse and garbage shall be deposited only in the area provided therefore.
- (f) Employees of the Association shall not be sent off the Condominium Property by any Unit Owner except in the Unit Owner's capacity as an Officer or Director, at any time, for any purpose. No Unit Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association.
- (g) The parking facilities shall be used in accordance with the regulations adopted by the Board. No vehicle which cannot operate on its own power, or which is not licensed though it requires a license, shall remain on the Condominium Property for more than twelve (12) hours, and no repair, except emergency repair, of vehicles shall be made on the Condominium Property. No commercial vehicle owned or driven by a Condominium owner shall be parked on the Condominium Property. For purposes of this section, a commercial vehicle shall be defined as a vehicle weighing in excess of two tons or a vehicle weighing less than two tons with commercial signage. ~~For so long as the Developer is engaged in the sale of Units on the Condominium Property and/or Contiguous Condominium Property, it shall be exempt from the provisions of this paragraph.~~ No boat, boat trailer, camper, bus, mobile home, tractor, motor coach, motorcycle, motor scooter, or like vehicle shall be left or stored on the Condominium Property. Bicycles shall be parked in the areas, if any, provided for that purpose. The Board of Directors shall have the power to promulgate Rules and Regulations in regards to parking, guest parking, towing, and vehicle restrictions from time to time.
- (h) No Unit Owner shall make or permit any disturbing noises by any person, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience or other Unit Owners. No Unit Owner shall play upon or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his Unit, in such manner as to disturb or annoy other occupants of the Condominium.
- (i) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon any part of the Condominium Property. ~~For so long as Developer is engaged in the sale of Units on the~~

~~Condominium Property or Contiguous Condominium Property, it shall be exempt from the provisions of this paragraph.~~

- (j) No awning, enclosure, canopy, shutter, or like item, except removable hurricane shutters, shall be attached to, or placed upon, the porch within any Unit, outside walls or roof of the building except as approved and authorized by the Architectural Review Board. ~~or as constructed by the Developer.~~
- (k) No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit except those required for normal household use.
- (l) Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by (1) removing all furniture, plants and other objects from his patio or terrace prior to his departure; and (2) designating a responsible firm or individual to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the name of said firm or individual. Such firm or individual shall contract the Board for clearance to install or remove hurricane shutters.
- (m) No Unit may be used for any commercial or business purpose. No person may actively engage in any solicitations for commercial purposes within the Condominium Property. No solicitor of a commercial nature shall be allowed on the Condominium Property without the prior written consent of the Board.
- (n) No electrical machinery, device or apparatus of any sort, including, but not limited to, television or citizens' band antennae, shall be used or maintained within the Unit by a Unit Owner which causes interference with the television and radio reception of any other Unit Owner. No such electrical machinery, device or apparatus shall be affixed or attached to the Common Elements. Antennas may be installed by Unit Owners only as permitted by law from time to time.
- (o) Each Unit Owner shall park his automobile in his assigned spaces. All parking spaces not assigned may be used by guests of the Unit Owners only, except such spaces as may be designated for the temporary parking of delivery vehicles.
- (p) Complaints concerning the use of the Condominium Property and/or service to the same shall be made in writing, signed by the complaining party and delivered to the Board, who, if necessary, will forward the same to the appropriate party.
- (q) All license plates should be current. Should a vehicle have expired plates, the board has the authority to have the vehicle towed at the owners' expense.

ARTICLE XI AMENDMENTS TO THE BYLAWS

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

Section 2. An Amendment may be proposed by either a majority of the Board of Directors or by not less than one-third of the members of the Association. The amendment shall be adopted if it is approved either by a majority of the votes of the entire membership of the Association.

Section 3. A copy of each amendment shall be attached to a certificate certifying that the amendment was adopted as an amendment of the Declaration and these Bylaws. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XII LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of the Condominium(s) shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium (s) 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 XIII PARLIAMENTARY RULES

Roberts Rules of Orders (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration of Condominium or these Bylaws.

ARTICLE XIV CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in the Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

ARTICLE XV SEVERABILITY

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

~~The foregoing were adopted as the Bylaws of the COVES AT ABERDEEN
CONDOMINIUM ASSOCIATION, INC., at the first meeting of its Board of Directors.~~