



FUNDING ASSISTANCE APPLICATION FORM

Date of Application	
---------------------	--

COMPANY INFORMATION

1. Business Name					
2. Website					
3. Year Established		4. Legal Structure	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit <input type="checkbox"/> Sole Proprietorship		
5. FEIN #		6. 6-Digit NAICS Code		Does the company have a valid M/WBE certification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Is business currently operating?	<input type="checkbox"/> Yes <input type="checkbox"/> No		Current location is:	<input type="checkbox"/> Leased <input type="checkbox"/> Owned N/A	
<i>If currently operating...</i>					
Current address:					
Length of time at current location		If leased, provide lease expiration date			
8. Current Number of Employees	FT:	PT:	1099:		
Total number of employees who are Delray Beach residents (residing in zip codes: 33444, 33445, 33483):					
9. Anticipated New Jobs to Be Created	FT:	PT:	TOTAL:		

CONTACT INFORMATION

10. Name & Title:					
11. Email					
12. Mailing Address					
13. Business Phone					
14. Cell Phone					

PROJECT INFORMATION

15. Funding Program Requested	<input type="checkbox"/> Community Sponsorship Grant <input type="checkbox"/> Historic Façade Improvement <input type="checkbox"/> Paint-Up & Signage <input type="checkbox"/> Project Consultancy & Design (Project Feasibility Consult) <input type="checkbox"/> Project Consultancy & Design (Project Design Services) <input type="checkbox"/> Rent Subsidy <input type="checkbox"/> Site Development Assistance		
16. Project Address		17. Square Feet of Project Location	
18. Type of space	<input type="checkbox"/> Office <input type="checkbox"/> Commercial <input type="checkbox"/> Retail <input type="checkbox"/> Personal Services <input type="checkbox"/> Restaurant <input type="checkbox"/> Industrial/Flex <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Other: _____		
19. Do you lease or own the project location?	<input type="checkbox"/> Lease <input type="checkbox"/> Own	Dates of Lease Term:	Annual Rental Rate: \$
Property Owner (as recorded on warranty deed):			
Date of Acquisition (if applicable):			
20. Total Estimated Project Cost	Entire Project: \$ \$10,485 Requesting: \$2,785	Interior: \$	Exterior: \$
21. Total Capital Investment	\$		
22. Proposed Improvements: (select all that apply)	<input type="checkbox"/> Building Expansion <input type="checkbox"/> Lighting/Electrical <input type="checkbox"/> Storefront/Façade <input type="checkbox"/> Windows/Doors <input type="checkbox"/> Signage <input type="checkbox"/> Awning/Canopy <input type="checkbox"/> Landscape/Irrigation <input type="checkbox"/> Exterior Painting <input type="checkbox"/> Parking <input type="checkbox"/> Other (please specify): _____		
23. Business Overview: describe the business use and activity:			
24. Project Description: provide a brief overview of the proposed project concept and design needs:			

CERTIFICATION

Please read the section below carefully. After you have read the program guidelines for the requested funding assistance program, sign the form below and submit your completed application to the CRA office.

I, the undersigned, being a principal of the business applying for funding assistance from the Delray Beach Community Redevelopment Agency, hereby certify that the business represented herein is a legally operating business and is or will be located in the City of Delray Beach Community Redevelopment Area.


I understand that this application is not a guarantee of assistance. Should my application be approved, I understand that I am committing to completing the project I have represented in this application, and to obtaining a Certificate of Occupancy or the necessary satisfactory inspection notices signifying that any improvements have been done in accordance with city ordinances and codes. I agree to maintain a valid Delray Beach business tax receipt at all times, and to obtain all necessary City approvals prior to beginning any work. I understand that a failure to do so may jeopardize my ability to receive CRA funding under any funding assistance program.

I understand that any proposed improvement project as represented in this application must receive CRA board approval before any construction begins in order to be eligible for reimbursement and or direct vendor payment.

I understand that because Florida has a very broad public records law, some or all of the information contained within this application may be subject to public disclosure in accordance with state statutes.

I have read the program guidelines in their entirety and by signing below accept the terms of the program. I understand that if this application is incomplete, contains false information or is not accompanied by the necessary documents, it will not be processed.

By signing and submitting this form, the applicant affirms that the information provided as part of the application package including all required documentation is true and accurate to the best of their knowledge.

	<p style="font-size: 1.2em; color: blue;">4/3/2026</p>
Applicant's Signature	Date
<p style="font-size: 1.2em; color: blue;">Julian Sula</p>	<p style="font-size: 1.2em; color: blue;">Vice-chair</p>
Printed Name	Title

FOR OFFICE USE ONLY		
RECEIVED BY:	DATE	
<input type="checkbox"/> COMPLETE	<input type="checkbox"/> INCOMPLETE	<input type="checkbox"/> PACKET ATTACHED

b. Copy of executed commercial lease OR warranty deed

-Warranty Deed - Unit 1R

-Warranty Deed - Unit 2R

-Warranty Deed - Unit 3R

-Warranty Deed - Unit 4R

-Declaration of West Settlers Condominium

This Document Prepared By and Return to:
Simon and Schmidt
766 S.E. Fifth Avenue
Delray Beach, Florida 33483

Parcel ID Number: **12-43-46-17-65-002-0010**

Warranty Deed

This Indenture, Made this *24th* day of *September*, *2019* A.D., **Between**
Sean Gardner Sullivan, a single man
of the County of **Fairfax**, Commonwealth of **Virginia**, **grantor**, and
Julian Sula, a single man
whose address is: **135 NW 5th Avenue, Unit 1R, Delray Beach, FL 33444**
of the County of **Palm Beach**, **Florida**, **grantee**.

Witnesseth that the GRANTOR, for and in consideration of the sum of
TEN DOLLARS (\$10)

and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of **Palm Beach**

State of **Florida** to wit:

Residential Unit 1R of West Settlers Condominium, a Condominium, according to The Declaration of Condominium recorded in Official Record Book 23378, page 877, and all exhibits and amendments thereof, Public Records of Palm Beach County, Florida.

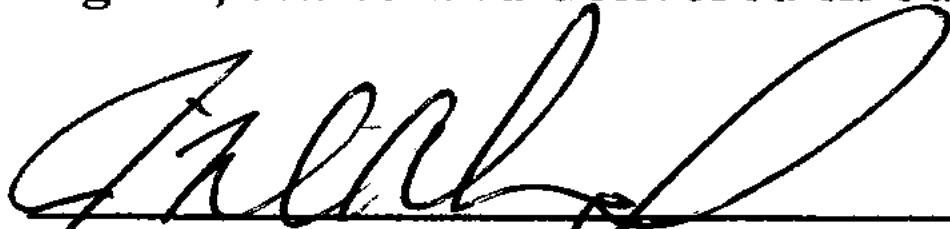
SUBJECT TO covenants, reservations, restrictions and easements of record, valid zoning ordinances and taxes subsequent to December 31, 2018.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

Warranty Deed - Page 2

Parcel ID Number: 12-43-46-17-65-002-0010

In Witness Whereof, the grantor has hereunto
Signed, sealed and delivered in our presence



Printed Name: J. Nicole Alexandre
Witness



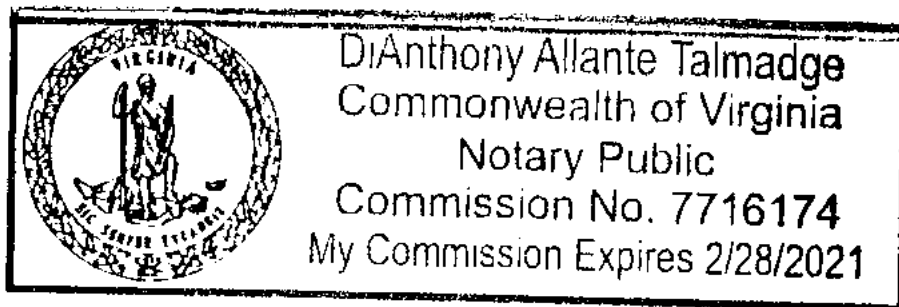
Printed Name: Michael Robert
Witness

Commonwealth of Virginia
County of Fairfax

The foregoing instrument was acknowledged before

Notary Public

Sean Gardner Sullivan, a single man
who is personally known to me or who has produced his



Sullivan to Sula

Laser Generated by ODi

NOT A CERTIFIED COPY



This Instrument Prepared By and Return to:
 Donald J. Doody, Esquire
 GOREN, CHEROF, DOODY & EZROL, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308

CFN 20120357932
 OR BK 25445 PG 1883
 RECORDED 09/11/2012 11:06:27
 Palm Beach County, Florida
 ANT 60,000.00
 Doc Stamp 420.00
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1883 - 1884; (2pgs)

Property Appraisers ID #:12-43-46-17-65-002-0020

SPECIAL WARRANTY DEED

This Special Warranty Deed is executed this 10th day of September, 2012, by the Delray Beach Community Redevelopment Agency, a Florida public body corporate and politic created pursuant to Section 163.356 F.S., and having its principal place of business at 20 North Swinton Avenue, Delray Beach, Florida 33444, (hereinafter the "Grantor"), to Darlene Staton, a single woman, whose post office address is 135 NW 5th Avenue, Delray Beach, Florida 33444, (hereinafter the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the Grantor, for and in consideration of the sum of \$10.00, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in County of PALM BEACH, State of Florida, to-wit:

Residential Unit 2R of West Settlers Condominium, a Condominium, according to the Declaration of Condominium recorded in O.R. Book 23378, Page 877, and all exhibits and amendments thereof, of the Public Records of Palm Beach County, Florida.

Subject to easements, restrictions, reservations, and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold the same in fee simple forever.

And the said Grantor will only warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

(SIGNATURE ON NEXT PAGE)

In Witness Whereof, the said Grantor has
above written.

Signed, sealed and delivered in the presence of



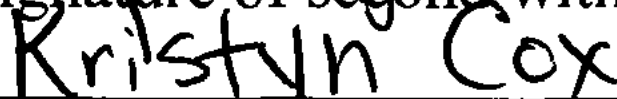
(Signature of first witness)



(Printed name of first witness)



(Signature of second witness)



(Printed name of second witness)

STATE OF FLORIDA

COUNTY OF PALM BEACH

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged by _____
who has acknowledged himself to be the _____
Agency, on behalf of the agency, who is _____
_____ as identified by _____



Kristyn Cox

COMMISSION # DD873348

EXPIRES: MAR. 23, 2013

WWW.AARONNOTARY.com

H:_GOV CLIENTS\DBCRA 655\9503830\Special Warrant

Book25445/Page1884

NOT A CERTIFIED COPY

wk 43



CFN 20130348062
OR BK 26231 PG 1631
RECORDED 08/05/2013 15:03:08
Palm Beach County, Florida
AMT 60,000.00
Doc Stamp 420.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1631 - 1632; (2pgs)

This Instrument Prepared By and Return to:
Donald J. Doody, Esquire
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Property Appraisers ID #:12-43-46-17-65-002-0030

SPECIAL WARRANTY DEED

This Special Warranty Deed is executed this ^{23rd} day of July, 2013, by Delray Beach Community Redevelopment Agency, a Florida public body corporate and politic created pursuant to Section 163.356 F.S., and having its principal place of business at 20 North Swinton Avenue, Delray Beach, Florida 33444, hereinafter called the Grantor, to Piotr F. Krzyzanowski, a single man, whose post office address is 6 Abbey Lane, Apt. 201, Delray Beach, Florida 33446-1623, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the Grantor, for and in consideration of the sum of \$10.00, in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in County of PALM BEACH, State of Florida, to-wit:

Residential Unit 3R, of WEST SETTLERS CONDOMINIUM, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 23378, Page 877, of the Public Records of Palm Beach County, Florida, and all amendments thereto, together with its undivided share in the common elements.

Subject to easements, restrictions, reservations, and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold the same in fee simple forever.

And the said Grantor will only warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

(SIGNATURE ON NEXT PAGE)

16153

In Witness Whereof, the said Grantor has
above written.

Signed, sealed and delivered in presence



(Signature of first witness)



(Printed name of first witness)



(Signature of second witness)

SUSAN SHAW

(Printed name of second witness)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged by _____
who has acknowledged himself to be the _____
Agency, on behalf of the Agency, who
_____ as identification



Elizabeth Goldberg
COMMISSION # EE 864230
EXPIRES: APR. 26, 2017
WWW.AARONNOTARY.com

H:_GOV CLIENTS\DBCRA 655\9503848\Special Warr

Book26231/Page1632

NOT A CERTIFIED COPY

Return To:

SUSAN J. BROTMAN PA
4400 N. FEDERAL HIGHWAY #204
BOCA RATON, FL 33431

This Instrument Prepared By and Return to:
Donald J. Doody, Esquire
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308



CFN 20110163740
OR BK 24508 PG 0775
RECORDED 05/05/2011 15:16:00
Palm Beach County, Florida
AMT 73,000.00
Doc Stamp 511.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0775 - 776; (2pgs)

Property Appraisers ID #:12-43-46-17-65-002-0040

SPECIAL WARRANTY DEED

This Special Warranty Deed is executed this 29th day of April 2011, by Delray Beach Community Redevelopment Agency, a Florida public body corporate and politic created pursuant to Section 163.356 F.S., and having its principal place of business at 20 North Swinton Avenue, Delray Beach, Florida 33444, hereinafter called the Grantor, to Patricia A. Perry, a single woman, whose post office address is 135 NW 5th Avenue, Unit 4, Delray Beach, Florida 33444-2686, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the Grantor, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in County of PALM BEACH, State of Florida, to-wit:

Residential Unit 4R of the WEST SETTLERS CONDOMINIUM, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 23378, page 877, of the Public Records of Palm Beach County, Florida.

Subject to easements, restrictions, reservations, and limitations of record, if any.

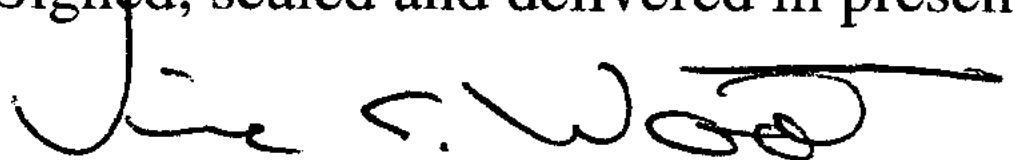
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold the same in fee simple forever.

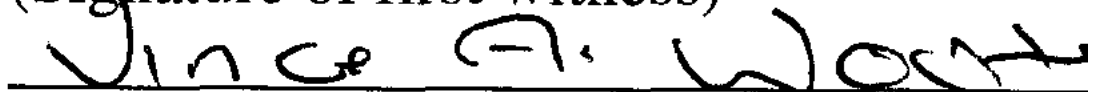
And the said Grantor will only warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

In Witness Whereof, the said grantor has
above written.

Signed, sealed and delivered in presence



(Signature of first witness)



(Printed name of first witness)

Kristyn Cox

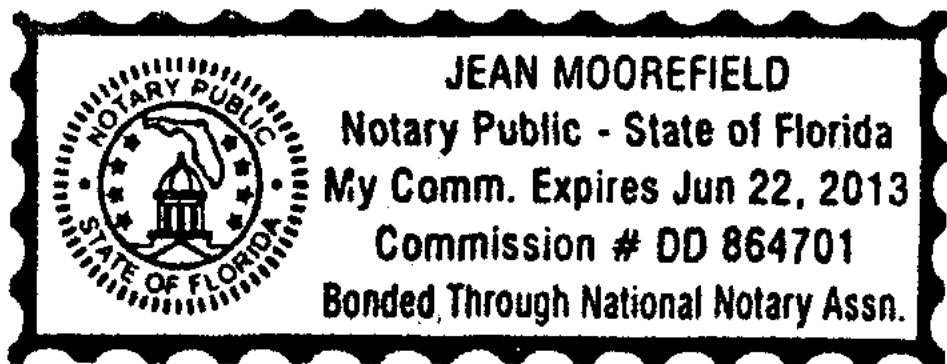
(Signature of second witness)

Kristyn Cox

(Printed name of second witness)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged
has acknowledged himself to be the Cha
who is personally known to me or has pr



Book24508/Page776

NOT A CERTIFIED COPY



CFM 20090269192
OR BK 23378 PG 0877
RECORDED 08/06/2009 13:54:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0877 - 970; (94pgs)

This Instrument was Prepared By and Return to:
Donald J. Doody, Esquire
GOREN, CHEROF, DOODY & EZROL, P.A.
76 N.E. FIFTH AVENUE
DELRAY BEACH, FL 33483
PHONE: (561) 276-9400

DECLARATION
OF
WEST SETTLERS CONDOMINIUM

HOWARD LEWIS, of who is Chairperson of the Board of the Delray Beach Community Redevelopment Agency, a public body, corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes, who is the owner:

1. Introduction and Submission.
 - 1.1 The Land. The Developer (as hereinafter defined) owns the fee title to certain land located in Palm Beach County, Florida, as more particularly described in Exhibit "1" annexed hereto (the "Land").
 - 1.2 Submission Statement. Except as set forth in this Subsection 1.2, the Developer hereby submits the Land and all Improvements erected or to be erected thereon and all other property, real, personal or mixed, now or hereafter situated on or within the Land - but excluding all public or private (e.g. cable television and/or other receiving or transmitting lines, fiber, antennae or equipment) utility installations and all leased property therein, or thereon; to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof and as it may be hereafter renumbered. It is the express intent of the owner that the four (4) residential units shall be affordable units as the term shall be defined as Restrictive Covenants, which shall be recorded against the property and be deemed to be a covenant running with the land. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.
 - 1.3 The name by which this condominium is to be identified is "West Settlers Condominium" (hereinafter called the "Condominium").
2. Definitions. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - 2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as it may be hereafter renumbered.

2.2 "Advertising Wall Space" shall have the meaning given to it in Subsection 3.3(1) below.

2.3 "Affordable Housing Unit" means that each of the four residential units shall be pursuant to this Declaration deemed "affordable". Affordable shall be defined as having an initial costs determined by the Developer, which shall be deemed to be in the "moderate" range of the Palm Beach County adjusted median income as defined by the Florida Housing Finance Authority.

2.4 "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.

2.5 "Association" or "Condominium Association" means The West Settlers Condominium Association, Inc., a Florida Corporation not for profit, the sole entity responsible for the operation of the Condominium.

2.6 "Board" or "Board of Directors" means the board of directors, from time to time, of the Association. Directors must be natural persons who are 18 years of age or older. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony).

2.7 "Building" means the structure in which the four (4) residential units and the two (2) Commercial units (collectively the "Units"), the Common Elements are located and/or any structure constructed upon or within the Association Property, regardless of the number of such structures, which are located on the Condominium Property and/or Association Property.

2.8 "By-Laws" mean the By-Laws of the Association, as amended from time to time.

2.9 "Charge" shall mean and refer to the imposition of any financial obligation by the Association which is not an Assessment as defined by Subsection 2.4 above. Accordingly, as to Charges, the Association will not have the enforcement remedies that the Act grants for the collection of Assessments.

2.10 "City" means the City of Delray Beach, located in the County of Palm Beach , State of Florida.

2.11 "Committee" means a group of Board Members, Unit Owners or Board Members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

2.12 "Common Elements" mean and include:

- (a) All portions of the Condominium Property which are not included within the Units.
- (b) All structural columns and bearing walls regardless of where located.
- (c) Easements through each of the six (6) Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to all the Units, Common Elements.

- (d) An easement of support in every portion of a Unit which contributes to the support of the Building.
- (e) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements and/or the Association Property.
- (f) Any other parts of the Condominium Property designated as Common Elements in this Declaration, which shall specifically include the surface water management system, if any, serving the Condominium.
- (g) Any and all portions of the Life Safety Systems (as hereinafter defined), regardless of where located within the Condominium Property.
- (h) Property being owned by the Association and the Common Elements being owned jointly by the Unit Owners in accordance with their percentage interests).

2.13 "Commercial Unit" means and refers to the two (2) Units located on the first floor. References herein to "Units" or "Parcels" shall include the Commercial Units unless the context would prohibit or it is otherwise expressly provided. The designation of Units as "Commercial" is for ease of reference only and is not intended to limit or define the permitted uses of those Units. Subject to the provisions of this Declaration, the Commercial Units may be used for any lawful purpose.

2.14 "Common Expenses" mean all expenses incurred by the Association for the operation, management, maintenance, repair, replacement or protection of the Common Elements, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation, the following: (a) the costs relating to the operation, repair and maintenance of all; (b) any and all costs and/or financial obligations, and the expenses relating to the performance of any duties, obligations and/or liabilities of the "Developer"; (c) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (d) the cost Of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any, serving all six (6) Units; (e) if applicable, costs relating to reasonable transportation services, insurance for directors and officers, and operation expenses, in-house and/or interactive communications and surveillance systems; (f) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association Condominium Elements; (g) to the extent that the Association determines to install exterior storm shutters, all expense of installation, repair, and maintenance of same by the Board (provided, however, that a Unit Owner who has already installed exterior storm shutters (or other acceptable hurricane protection) after first receiving approval of the Board as otherwise required by this Declaration, shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each Unit but shall not be excused from any portion of expenses related to maintenance, repair, replacement or operation of same), including, without limitation, any and costs associated with putting the shutters on in the event of an impending storm and the costs of taking the shutters off once the storm threat passes; (j) any lease payments required under leases for mechanical equipment including without limitation, leases for trash compacting and/or recycling equipment, if same is leased by the Association rather than being owned by it; (k) all expenses related to the installation, repair, maintenance, operation, alteration, and/or replacement of Life Safety Systems (as hereinafter defined), (l) costs of water and sewer, electricity, gas and other utilities which are not consumed by and metered to individual Units; (m) costs resulting from

damage to the Condominium Elements which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage and (n) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure. Common Expenses shall not include any separate obligations of individual Unit Owners.

2.15. "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits, collected by the Association which exceeds Common Expenses.

2.16 "Condominium" shall have the meaning given to it in Subsection 1.3 above.

2.17 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.18 "Condominium Property" means the Land, Improvements and other property or property rights described in Section 1.2 hereof, subject to the limitations thereof and exclusions therefrom.

2.19 "County" means the County of Palm Beach, State of Florida.

2.20 "Declaration" or "Declaration of Condominium" means this instrument and all exhibits attached hereto, as same may be amended from time to time.

2.21 "Developer" means the Delray Beach Community Redevelopment Agency, a public body, corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. Notwithstanding any assignment of the Developer's rights hereunder (whether partially or in full), the assignee shall not be deemed to have assumed any of the obligations of the Developer unless, and only to the extent that, it expressly agrees to do so in writing. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association.

2.22 "Dispute", for purposes of Section 18, means any disagreement between two or more parties that involves: (a) the authority of the Board, under any law or under this Declaration, the Articles or By-Laws to: (1) require any Owner to take any action, or not to take any action, involving that Owner's Unit or the appurtenances thereto; or (2) alter or add to a common area or Common Element, or (b) the failure of the Association, when required by law or this Declaration, the Articles or By-Laws to: (1) properly conduct elections; (2) give adequate notice of meetings or other actions; (3) properly conduct meetings; or (4) allow Inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Unit or Common Element; the Interpretation or enforcement of any warranty; or the levy of a fee or Assessment or the collection of an Assessment levied against a party.

2.23 "Division" means the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation, State of Florida, or its successor.

This is not a contract

2.24 "First Mortgagee" shall have the meaning given to it in Section 13.6 below.

2.25 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building.

2.26 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker; the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.

2.27 "Land" shall have the meaning given to it In Section 1.1 above.

2.28 "Life Safety Systems" mean and refer to any and all emergency lighting, emergency generator, audio and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in the Building, whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include all stairways and stair landings. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Building or the Condominium contains all such Life Safety Systems.

2.29 "Material Amendment" shall have the meaning given to it in Section 6.2 below.

2.30 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.31 "Residential Unit" means and refers to each of the four (4) Units other than the Commercial Units. References herein to "Units" or "Parcels" shall include Residential Units unless the context prohibits or it is otherwise expressly provided. All four (4) of the Residential Units are subject to a Restrictive Covenant.

2.32 "Restrictive Covenant" means that document recorded in the public records of the Palm Beach County, Florida restricting the four (4) residential units to be Affordable Housing Units.

2.33 "Unit" means a part of the Condominium Property which is subject to exclusive ownership and except where specifically excluded, or the context otherwise requires, shall be deemed to include the Residential Units and the Commercial Units.

2.34 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.

3. Description of Condominium.

This is not a contract

3.1 Identification of Units. The Land constitutes one building containing two (2) Commercial Units and four (4) residential units. Each such Unit is identified by a separate numerical or alpha-numerical designation. The designation of each of such Units is set forth on **Exhibit "2"** attached hereto. **Exhibit "2"** consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said **Exhibit "2"**, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration, including, without limitation, the right to transfer such right to other Units or Unit Owners; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.

Each of the four (4) residential units shall be deemed "Affordable Housing Units". The initial cost for each of the four (4) residential units shall be established by the Developer as approved by its Board. The initial purchaser and each subsequent purchaser of each of the four (4) residential units shall be required pursuant to the terms of this Declaration and the Restrictive Covenants to be recorded against each residential unit, a copy of the Declaration of Restrictive Covenants is attached hereto, incorporated herein, and identified as **Exhibit "3"**, to insure that each of the four (4) residential units shall remain affordable for a period of ten (10) years commencing as of the date the Deed conveying title to the initial purchaser is recorded in the Public Records of Palm Beach County, Florida.

3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

(a) 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 lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such bottom floor ceiling).

(i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling.

(ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

(c) Apertures. Where there are apertures in any boundary, including, but not limited to; windows, doors, and windows, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials; provided, however, that the exteriors of doors facing interior

Common Element hallways shall not be included in the boundaries of the Unit and shall therefore be Common Elements. Further, notwithstanding anything to the contrary, the structural components of the Building, and the Life Safety Systems, regardless of where located, are expressly excluded from the Units and are instead deemed Common Elements.

(d) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as **Exhibit "2"** hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 3.2(c) above shall control unless specifically depicted and labeled otherwise on such survey.

3.3 It is further understood and agreed that, anything herein contained to the contrary notwithstanding, the external surfaces of each Commercial Unit shall be deemed Common Elements thereof, and notwithstanding, the Owners thereof may affix on such surfaces such signage, mechanical equipment and/or other items thereon as they may desire, without requiring approval from the Association, the Board or any Unit Owner, other than applicable governmental authorities to the extent that prior approval from them is required, and may further make any alterations or Improvements, in the Commercial Unit Owner's sole discretion, to the Owner's Commercial Unit so long as such alteration or Improvements do not interfere with the utilization or enjoyment of any of the remaining Units. Any such installations, and any additions, alterations and improvements thereto shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction.

(a) Advertising Wall Space. Until such time as Developer is no longer offering units for sale in the ordinary course of business, Developer hereby reserves and shall have (and after such period the Association, acting through its Board, shall have) the right to assign, with or without consideration, the exclusive right to (i) use any portion or portions of the surface of the exterior walls of the Building (the "Advertising Wall Space"), for Commercial advertising and/or promotional purposes (including, without limitation, the installation of signage, and/or the placement of advertisements and/or promotions for products and/or services which either are or are not offered from the Condominium Property), whereupon the portion or portions so assigned shall be deemed Common Element of the Unit(s) to which it or they are assigned. Such assignment shall not be recorded in the Public Records of Palm Beach County but, rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the By-Laws). After assignment to a Unit by, the Developer, a Unit Owner may reassign the Common Element Advertising Wall Space appurtenant to his or her Unit to another Unit by written Instrument delivered to (and to be held by) the Association. The Owner from time to time of any Unit as to which Advertising Wall Space has been assigned shall have the right to install signage on, decorate and/or otherwise alter the appearance of the Advertising Wall Space, subject to the provisions of Section 17.12 below and otherwise in accordance with the provisions of applicable law. Notwithstanding the foregoing, or anything contained to the contrary herein, no action permitted by this Section 3.3(e) shall be permitted if it shall affect or impair the structural integrity of the Building. The Association shall be responsible for the maintenance of the structural elements behind the Advertising Wall Space, with the costs of same being a part of the Common Expenses. The Owner from time to time of the Unit as to which Advertising Wall Space has been assigned shall be responsible for the maintenance of any other portions of the Advertising Wall Space, including, without limitation, the general cleaning and upkeep of the appearance of the Advertising Wall Space and any installations thereon.

(b) Miscellaneous Areas. Equipment. Except to the extent that same are located within the boundaries of a Unit, any fixtures or equipment (e.g., an air conditioning compressor or hot water heater) serving a Unit or Units exclusively and any area (e.g., a closet, roof space or ground slab) upon/within which such fixtures or equipment are located shall be Common Elements of such Unit(s). The maintenance (and cost) of any such fixtures and/or equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Units to which the fixtures and/or equipment are appurtenant.

(c) Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one Unit, or more than one Unit, (i.e., any hallway serving a single Unit or more than one (1) Unit owned by the same Owner) shall be deemed a Common Element of the Unit(s) served and shall be maintained by the Association.

3.4 Parking on the Association Property. Until such time as Developer is no longer offering Units for sale in the ordinary course of business, Developer hereby reserves and shall have (and after such period the Association, acting through its Board, shall have) the right to assign, with or without consideration, the exclusive right to use a parking space located on the Association Property.

3.5 Easements. The following easements are hereby created (in addition to any easements created under the Act and any easements affecting the Condominium Property and recorded in the Public Records of Palm Beach County, which include, among others the burdens imposed by the Easement Agreement):

(a) Utility and Other Services: Drainage. Easements are reserved under, through and over the Condominium Property and Association Property as may be required from time to time for utility, cable television, communications and monitoring systems, Life Safety Systems, digital or other satellite systems, broadband communications and other services and drainage in order to serve the Condominium, the Association Property and/or members of the Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications, monitoring systems, Life Safety Systems, digital or other satellite systems, broadband communications or other service or drainage facilities or the use of these easements. The Association shall have an irrevocable right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications, monitoring systems, Life Safety Systems, digital or other satellite systems, broadband communications, and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property and/or Association Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

(b) Encroachments. If (i) any portion of the Common Elements and/or the Association Property encroaches upon any Unit; (ii) any Unit encroaches upon any other Unit or upon any portion of the Common Elements and/or the Association Property;" or" (iii) any encroachment shall hereafter occur as a result of: (1) settling or shifting of the Improvements; (2) any alteration or repair to the Common Elements and/or the Association Property made by or with the consent of the

Association or Developer, as appropriate; or (3) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements and/or the Association Property, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.

(c) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, and for each member of the Association shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements and Association Property as from time to time may be intended and designated for such purpose and use by the Board; and for vehicular and pedestrian traffic over, through and across, and parking on, such portions of the Common Elements and Association Property as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph 3.5(d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements. The easements hereby reserved and granted in this subparagraph 3.5(d) are subject to the use rights granted to the Commercial Unit Owners in Section 3.3(d) above.

(d) Construction: Maintenance. The Developer (including its affiliates and its or their 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 or convenient for the purpose of undertaking and completing the construction and/or renovation thereof and/or any portion of the Condominium Property or any part thereof, or any improvements, structures, facilities or Units located or to be located thereon and/or any Improvements to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so. The Association (and its designees, contractors, subcontractors, employees) shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, or to a Unit or Units, including, without limitation, (but without obligation or duty) to close exterior storm shutters in the event of the issuance of a storm watch or storm warning.

(e) Exterior Building Maintenance. An easement is hereby reserved on, through and, across each Unit and all Common Elements appurtenant thereto in order to afford access to the Association (and its contractors) to perform roof repairs and/or replacements, repair, replace, maintain and/or alter rooftop mechanical equipment, to stage window washing equipment and to perform window washing and/or any other exterior maintenance and/or painting of the Building.

(f) Sales and Leasing Activity. For as long as the Developer retains and/or the Developer has any ownership interest in any portion of the Condominium Property and is offering same in the ordinary course of business, the Developer, its designees, successors and assigns, shall have the right to use any Units owned by Developer and parts of the Common Elements or Association Property for guest accommodations, model apartments and sales, leasing, management, re-sales and construction

offices, to show Units and the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property and Association Property' models, signs and other promotional material to advertise Units or other properties for sale or lease.

(g) Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Elements in the performance of their respective duties.

(h) Utility Room Easements. To the extent that any Commercial Unit is connected to, or derives service (utility or otherwise) from, any meter room, transformer room or other room (and/or from the equipment contained in such rooms) located within the Condominium Property and/or Association Property (including, without limitation, all pipes, lines, ducts, wires and other items which connect from the applicable Commercial Unit to such rooms, the "Utility Equipment"), then an easement is hereby reserved for such Commercial Unit Owner (or its tenant, or its or their contractors, agents, designees and assignees) to take such actions as are necessary or desired to maintain, operate repair and/or replace such Utility Equipment. Without limiting the generality of the foregoing, easements in favor of the Commercial Unit Owners (and their tenants, or its or their contractors, agents, designees and assignees) shall exist: (i) for pedestrian traffic over, through and across the Common Elements as may be necessary to access any such Utility Equipment and, (ii) to connect to the utility systems within the Condominium and over and across such other portions of the Condominium Property as may be reasonably necessary to permit hook-up of or to any Utility Equipment, and (iii) over, in, under and upon such portions of the Condominium Property as may be reasonably necessary or appropriate for the installation, maintenance, repair; replacement and/or alteration of the Utility Equipment. Notwithstanding anything to the contrary contained in this Section 3.5(h), in exercising any of the easements granted herein, the Commercial Unit Owners may not impair service to any Units and/or the Common Elements and must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities having jurisdiction.

(i) Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for act of omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The failure of the Association or any Unit Owner to grant, or to interfere with, such access, shall alleviate the Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes the Developer in anyway in Developer's activities described in this Subsection 3.5(i). The easements reserved in this Section shall expressly survive the transfer of control of the Association to Unit Owners other than the Developer and the issuance of any certificates of occupancy for the Condominium Property (or portions thereof). **Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of**

which are disclaimed (except to the extent same may not be) as set forth in Section 23 below.

(j) Additional Easements. The Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television; security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium, and to grant access easements or relocate any existing access easements in any portion of the Condominium, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration or the Easement Agreement, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus, which is appurtenant to a Unit, shall not be separated therefrom, and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. Ownership of Common Elements and Common Surplus and Share of Common Expenses: Voting Rights

5.1 Percentage Ownership and Shares in Common Elements. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common expenses, appurtenant to each Unit, is as set forth on **Exhibit "4"** attached hereto, same having been determined based upon the total square footage of the applicable Unit in uniform relationship to the total square footage of each other Unit. The percentage shared shall be divided as follows. Commercial Units shall equally share in a sixty percent (60%) interest and the Residential Units shall proportionally share in a forty percent (40%) ownership.

5.2 Voting. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association.

6. Amendments. Except as elsewhere provided herein, amendments may effected as follows:

6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Unit Owners. Except as elsewhere provided, approvals must be by an affirmative vote representing in excess, of 66 2/3% of the voting interests of all Unit Owners. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is

delivered to the secretary at or prior to the meeting, however, such approval or disapproval may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

6.2 Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any, Unit in any material fashion, materially alter or modify the appurtenances, to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by an affirmative vote representing four fifths of all voting interests of all Unit Owners. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement, operation, repair and maintenance of approved exterior storm shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment

6.3 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty" or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.

6.4 By or Affecting the Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Declaration, the Articles of Incorporation or the By-Laws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for an amendment. The unilateral amendment right set forth herein shall include, without limitation, the right to correct scrivener's errors. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the consent of the Developer in each instance.

6.5 Amendments affecting Commercial Units. Notwithstanding anything herein contained to the contrary, no amendment may be adopted to this Declaration, the Articles, the By-Laws or any rules and regulations governing the Condominium Property (other than an amendment adopted by the Developer alone pursuant to any reserved rights it may have under this or any other documents) which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Owner(s) from time to time of the Commercial Units, without the consent of four-fifths (4/5) of all voting interests in the Condominium.

6.6 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the

Declaration is effective when the applicable amendment is properly recorded in the public records of Palm Beach County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision for present text". Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

7. Maintenance and Repairs.

7.1 Common Elements. Except to the extent (a) expressly provided to the contrary herein, or (b) proceeds of insurance are made available therefore, all maintenance, repairs and replacements in or to the Common Elements shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except (i) to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners, in furtherance of same, the Association shall (and it shall be deemed to be consistent with the Board's fiduciary duty to all Unit Owners), absent approval of a majority of the voting interests of Commercial Unit Owners:

- (a) schedule maintenance and/or repairs at such times which are designed to minimize the disruption and/or inconvenience to the Commercial Unit Owners, their tenants, customers and invitees (even though same may result in greater inconvenience to the Residential Unit Owners);
- (b) enter into agreements with neighboring property owners to serve their primary or overflow parking needs.

7.2 Specific Unit Owner Responsibility. The obligation to maintain and repair any air conditioning and heating equipment, plumbing or electrical feeds, fixtures or other items of property which service a particular Unit or Units (to the exclusion of other Units) shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units.

8. Additions, Improvements or Alterations by the Association. Except only as provided below to the contrary, whenever in the judgment of the Board of Directors, the Common Elements, or any part of either, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of fifteen percent (15%) of the then applicable budget of the Association in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by an affirmative vote representing a majority of the voting interests represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part of either, costing in the aggregate three percent fifteen (15%) of the then applicable budget of the Association or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common expenses and shall be assessed to the Unit Owners as Common Expenses.

9. Additions, Alterations or Improvements by Unit Owner.

9.1 Consent of the Board of Directors. No Residential Unit Owner shall make any addition, alteration or improvement in or to the Common Elements and/or Association Property, without, in each instance, the prior written consent of the Board of Directors. Without limiting the generality of this Subsection 9.1, no Unit Owner shall cause or allow improvements or changes to his or her Unit, Common Elements or any property of the Condominium Association which does or could in any way affect, directly or indirectly, the structural, electrical, plumbing, Life Safety Systems, or mechanical systems, or any landscaping or drainage, of any portion of the Condominium Property, without first obtaining the written consent of the Board of the Association. No spas, hot tubs, whirlpools, infant portable pools or similar types of products will be permitted. The Board shall have the obligation to answer, in writing, any written request by a Residential Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval, in any manner, including, without limitation, retaining approval rights of the contractor to perform the work and requiring, the Unit Owner to obtain insurance naming the Developer and the Association as additional insureds. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Residential Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

9.2 Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems, and/or to any other portion of the Condominium Property which may impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the

Board. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever. No barrier including, but not limited to personally, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

9.3 Improvements, Additions or Alterations by Developer or Commercial Unit Owners. Anything to the contrary notwithstanding the foregoing restrictions of this Section 9 shall not apply to Developer owned Units or Commercial Units. The Developer and each Commercial Unit Owner shall have the additional right without the consent or approval of the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it or them. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 9.3 shall be adopted in accordance with Section 6 and Section 10 of this Declaration. Additionally, a Commercial Unit Owner shall have the right, without the consent or approval of the Association, the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Commercial Unit owned by it and appurtenant or adjacent thereto, to place furniture, tables, chairs and other furnishings and equipment on any patios and/or terraces appurtenant to the Unit and to generally take such other steps as the Commercial Unit Owner reasonably believes necessary to maximize the use of the Commercial Unit). The Commercial Unit Owner making or causing to be made any such additions, alterations or Improvements agrees, and shall be deemed to have agreed, for such Owner, and his/hers, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising there from and shall be solely responsible for the maintenance, repair and Insurance thereof from and after that date of Installation or construction thereof.

10. Changes in Developer-Owned Units. Without limiting the generality of the provisions of paragraph 9.3 above, and anything to the contrary notwithstanding, the Developer shall have the right without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or Improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size of Developer-owned Units by combining separate Developer-owned Units into a single apartment (although being kept as two separate legal Units), or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements; provided, however, that the percentage interest in the Common Elements (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section 10, shall be effected by the Developer alone pursuant to Section 6, without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Section 6.2 above. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

11. Operation of the Condominium by the Association: Powers and Duties.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectively, **Exhibits "5" and "6"** attached hereto), as amended from time to time. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) directors. In addition, the Association shall have all the powers and duties set forth in the Act as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The Irrevocable right to have access to each Unit and any Common Element from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, If any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning and/or to maintain, repair, replace and/or operate Life Safety Systems.

(b) The power to make and collect Assessments and other Charges against Unit Owners and to lease, maintain, repair and replace the Common Elements and Association Property.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior written request.

(d) The Association shall assume all of Developer's and/or its affiliates': (i) rights and responsibilities under the Easement Agreement and/or (ii) responsibilities to the City, County, and its or their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property and/or Association Property (including, without limitation, any and all obligations imposed by any permits or approvals issued by the City and/or County, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

(e) The power to contract for the management and maintenance of the Condominium Property and/or Association Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be, made available by the Association for such purposes. The Association and its officers shall, however retain at all times the powers and duties granted in the Condominium documents and the Condominium Act including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(f) The power to borrow money, execute promissory notes and other evidences of Indebtedness and to give as security therefore mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing. The foregoing restriction shall not apply if such indebtedness is entered into for the purpose of financing Insurance premiums, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners.

(g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements and Association Property.

(h) The power to acquire, convey, lease and encumber real and personal property. Personal property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors, subject to Section 8 hereof. Real property (including, without limitation, any of the Units) shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors alone; provided that the requirements of Section 8 pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso regarding the debt incurred) shall also apply to the acquisition of real property; provided, further, however, that the acquisition of any Unit as a result of a foreclosure of the lien for Assessments (or by deed in lieu of foreclosure) shall be made upon the majority vote of the Board, regardless of the price for same and the Association, through its Board, has the power to hold, lease, mortgage or convey the acquired Unit(s) without requiring the consent of Unit Owners. The, expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, taxes, Assessments, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

(i) The obligation to (i) operate and maintain a surface water management system in accordance with the permit issued by the District (ii) carry out, maintain, and monitor any required wetland mitigation tasks and (iii) maintain copies of all permitting actions with regard to the District.

(j) The power to execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat unities of title, covenants in lieu thereof, etc.) relating to the Condominium and/or Association Property, and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(k) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation, the Bylaws, Chapters 607 and 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.

(l) In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration and the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

11.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property and/or Association Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property and/or Association Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 9.1 hereof. The Association also shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain Insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.

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

11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

11.5 Ownership. At any time, including after the time that Developer turns over control of the Association to Unit Owners other than the Developer, the Developer may, at its option, convey, by quit claim deed, the Commercial Units, or any of them, to the Association. The Association shall hereby be deemed to have automatically accepted any such conveyance. From and after the conveyance of a Commercial Unit to the Association, the Association shall be responsible for any and all taxes and/or assessments attributable to the Commercial Unit(s) and for the maintenance, Insurance and administration of such Commercial Unit, and all expenses relating thereto shall be Common Expenses hereunder. The ownership of the Residential Units shall be subject to Restrictive Covenants recorded against each unit.

11.6 Acts of the Association. Unless the approval, or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken, hereunder or there under, such action, or approval may be conditioned in any manner the

Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

11.7 Effect on Developer. If the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken after control of the Association has passed to Unit Owners (other than the Developer), without the prior written approval of the Developer:

- (a) Assessment of the Developer as a Unit Owner for capital improvements;
- (b) Any action by the Association that would be detrimental to the sales of Units by the Developer or the assignment of Limited Common Elements by the Developer for consideration; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be, detrimental to the sales of Units.

12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium and the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses, the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (If, required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the By-Laws.

13. Collection of Assessments.

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure shall be liable for all Assessments coming due while he/she is the Unit Owner. Additionally, a Unit Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the grantee Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

13.2 Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association and those levied by the Association, the Board of Directors may levy "Special Assessments and Capital Improvement Assessments" upon the following terms and conditions:

- (a) "Special Assessments" shall mean and refer to an Assessment against each Owner and his or her Unit, representing a

portion of the costs Incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital Improvements.

(b) "Capital Improvement Assessments" shall mean and refer to either: (i) an Assessment against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements.

(c) Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that if such Special Assessments or Capital Improvement Assessments, In the aggregate in any year, exceed three percent (3%) of the then estimated operating budget of the Association, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.

13.3 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest **at eight percent (8%)** per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to a first mortgage of record, the lien is effective from and after the date of the recording of a claim of lien in the Public Records of Palm Beach County, stating the description of the Condominium Parcel, the name of the record Owner and the name and address of the Association. The lien shall be evidenced by the recording of a claim of lien in the Public Records of Palm Beach County. To be valid, the claim of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates, and the claim of lien must be executed and acknowledged by an officer or authorized officer of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall be effective longer than one (1) year after the claim of lien has been recorded unless, within that one (1) year period, an action to enforce the lien is commenced. The one (1) year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Owner or any other person claiming an interest in the Unit. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorneys' fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the

Association may accelerate' and declare immediately due and payable all Installments of Assessments for the remainder of the fiscal year. In the event that the amount of such Installments changes during the remainder of the fiscal year, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of Increase or decrease within ten (10) days of same taking effect.

In those instances where the owner has leased the unit to a tenant the Association shall have the absolute right and authority in the event of a default as defined herein to direct the tenant to pay all rental payments due to the defaulting owner directly to the Association which in turn shall apply all rental payments to the delinquent assessment fee, be it for common expenses or a special assessment. Furthermore, the owners do agree, acknowledge and assign the Association without having to bring any action or the require the Owner to give the tenant notice, to enter upon, take possession of, manage and operate the defaulting Owner's unit, to enforce any lease, modify, amend or terminate any lease.

Any rents collected by the Association shall be applied to the following items in such order as the Association shall deem proper in its sole discretion:

- a) payment when due of current real estate taxes or condominium assessments be it for common expenses or a special assessment;
- b) payment when due of premium of insurance;
- c) payment of all expenses necessary for managing and securing the unit;
- d) payment of all attorney fees and costs incurred in collecting rent and if applicable modifying, amending or terminating the lease.

Tenants of any units shall be and are directed to recognize the rights, claims, and authority of the Association.

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

13.5 Appointment of Receiver to Collect Rent. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rent for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent The expenses of such receiver shall paid by the party which does not prevail in the foreclosure action.

13.6 First Mortgagee. The liability of the holder of a first mortgage on a Unit (each, a "First Mortgagee"), or its successors or assigns, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments

(or installments thereof) that became due prior to the First Mortgagee's acquisition of title is limited to the lesser of:

- (a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- (b) One percent (1%) of the original mortgage debt as to a Unit acquired by foreclosure.
- (c) The limitations set forth in clauses (a) and (b) above shall not apply unless the First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association, however, is not required if on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.
- (d) A First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit whether or not such Unit is unoccupied, shall not be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

13.7 Developer's Liability for Assessments. During the period from the date of the recording of this Declaration until the date that control of the Association is transferred to Unit Owners other than the Developer as provided in the By-Laws and the Act, the Developer shall not be obligated to pay the share of Common Expenses and Assessments attributable to the Units owned by the Developer, provided: (i) that the regular Assessments for Common Expenses imposed on each Unit Owner other than the Developer prior to the Guarantee expiration Date shall not increase during such period over the amounts set forth on Exhibit "7" attached hereto; and (ii) that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed levels receivable from other Unit Owners. Notwithstanding the above and as provided in Section 718.116(9)(a)(2) of the Act in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to effect restoration shall be assessed against all Unit Owners owning units on the date of such Extraordinary Financial Event and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this subsection, an "Extraordinary Financial Event" shall mean Common Expenses resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Association as required by Section 718.111(11)(a) of the Act.

13.8 Estoppel Statement. Within fifteen (15) days after receiving a written request therefor from a purchaser, Unit Owner or mortgagee of a Unit, the Association shall provide a certificate signed by an officer or agent of the Association stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his or her Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of such certificate.

13.9 Installments. Regular Assessments shall be collected monthly or quarterly in advance, at the option of the Association. Initially, assessments will be collected monthly.

13.10 Application of Payments. Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued on the

delinquent Installment(s) as aforesaid, then to any administrative late fees then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement designation or instruction placed on or accompanying a payment.

14. Insurance. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

14.1 Purchase, Custody and Payment

(a) Purchase. All insurance policies described herein covering portions of the Condominium and Association Property shall be purchased by the Association and shall be issued either by an insurance company authorized to do business in Florida or by a surplus lines carrier reasonably acceptable to the Board.

(b) Approval. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance, if requested thereby.

(c) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (If appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

(e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(f) Personal Property and Liability. Except as specifically provided herein, or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property; and for their personal liability, moving and relocation expenses, lost rent expenses and living expenses and for any other risks not otherwise insured in accordance herewith. To the extent that a Unit Owner or other occupant of a Unit desires coverage for such excluded items, it shall be the sole responsibility of the Unit Owner and/or occupant to obtain.

14.2 Coverage. The Association shall maintain insurance covering the following:

(a) Casualty. The Insured Property (as hereinafter defined) shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and

This is not a contract

excavation costs (and subject to such reasonable deductibles as discussed below). The policy shall provide primary coverage for the following (the "Insured Property"): (i) all portions of the Condominium Property and/or Association Property located outside the Units, (ii) the Condominium Property located inside the Units as such property was initially installed, or replacements thereof of like, kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are, not available, as they existed at the time that the Unit was initially conveyed, and (iii) the Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policies) and all Improvements located on the Common Elements and the Association Property from time to time, together with all fixtures, building service equipment personal property and supplies constituting the Common Elements or Association Property. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude, all floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters; water filters, built-in cabinets and countertops; and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the insured. Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$100,000 per person and \$50,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association's employees.

(c) Worker's Compensation and other mandatory insurance, when applicable.

(d) Flood Insurance covering the Common Elements, Association Property and Units if required by the Primary Institutional First Mortgagee or FNMA/FHLMC, or if the Association so elects.

(e) Errors and Omissions. The Association shall obtain and maintain adequate liability, errors and omission coverage on behalf of each of the officers and directors of the Association.

(f) Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall

include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at anyone time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense.

(g) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable, or as required by the Act.

(h) When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other Insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

(i) Every casualty Insurance policy obtained by the Association, if required by FNMA/FHLMC, shall have the following endorsements: (i) agreed amount and inflation guard and (ii) steam boiler coverage (providing at least \$50,000 coverage for each accident at each location), if applicable.

14.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may (or if required by FNMA/FHLMC) shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

14.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association and except that the portion of such premiums attributable to the Residential Limited Common Elements shall be deemed part of the Residential Limited Common Expenses and any portions of the premiums attributable to the Commercial Limited Common Elements shall be deemed part of the Commercial Limited Common Expenses. Premiums may be financed in such manner as the Board of Directors deems appropriate. The Board shall determine the appropriate deductible for each policy of insurance. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby ratifies and confirms any decisions made by the Association in this regard and recognizes and agrees that funds to cover the deductible must be provided from the general operating funds of the Association before the Association will be entitled to insurance proceeds. The Association may, but shall not be obligated to, establish a reserve to cover any applicable deductible.

This is mortgaged

14.5 Insurance Trustee: Share of Proceeds. If an Insurance Trustee has not been appointed by the Association then the Association is hereby irrevocably appointed as an agent and attorney-in-fact for each and every Unit Owner for each Institutional First Mortgagee and/or each owner of any other Interest In the Condominium Property and/or Association Property to adjust and settle any and all claims arising under any Insurance policy purchased by the Association and to execute and deliver releases upon the payment of claims, if any. The decision to engage or appoint an Insurance Trustee or not to do so lies solely with the Association. All Insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees as their respective interests may appear and shall provide that all proceeds covering property losses shall be paid to the Association or to the Insurance Trustee, if one is appointed by the Association, which may be designated by the Board of Directors as provided in Subsection 14.10 below and in this Subsection 14.5 and which, if so appointed shall be a bank or trust company in Florida with trust powers with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee or the Association, as applicable, shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

- (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph 14.5(b) below .
- (b) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association and/or Insurance Trustee, as applicable, shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

- (a) Expenses of the Trustee. All expenses of the Insurance Trustee (if any) shall be first paid or provision shall be made therefore.
- (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.
- (c) Failure to Reconstruct or Repair. If it is determined In the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the

remaining proceeds shall be allocated among the beneficial owners as provided in Section 14.5 above, and distributed first to all institutional First Mortgagees in an amount sufficient to payoff their mortgages, and the balance, if any, to the beneficial owners.

(d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien 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 releases upon the payment of claims.

14.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his/her Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

14.9 Benefit of Mortgages. Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

14.10 Appointment of Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

14.11 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

15. Reconstruction or Repair After Fire or Other Casualty.

15.1 Determination to Reconstruct or Repair. Subject to the immediately following paragraphs, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Association and/or Insurance Trustee (if appointed), as applicable, shall disburse the proceeds of all Insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property and/or Association Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property and/or Association Property, as applicable, were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in

This is mortgage

proportion to their respective Interests In the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens. Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Association holds, or the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds, proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Association determines that, or the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that, such proceeds of Insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and, if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable Interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

15.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined In the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

(a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an Insurance policy, the proceeds of which are included in the construction fund,

such fund shall be disbursed in the manner provided below, for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that, are the responsibility of the Association this balance may be used by the Association to effect repairs, to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property, and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

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

(v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be

paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

15.4 Assessments. If the proceeds of the Insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and on account of damage to the Optional Property, the Association shall charge the Owner (but shall not levy an Assessment) in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

15.5 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. Condemnation.

16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.

16.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged to and paid by the Owner of the Unit.

(b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the

Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

(c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common, Elements, Common Expenses and Common Surplus shall then be restated as follows:

(i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

(ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (On the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to payoff their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that If the cost of the work therefore shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

(i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any

adjustments made necessary by subsection 16.4(c) hereof (the "Percentage Balance"); and

(ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by subsection 16.4(c) hereof, by the Percentage Balance.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property and Association Property shall be restricted to and shall be in accordance with the following provisions:

17.1 Occupancy. Each Residential Unit shall be used as a residence and/or home office only, except as otherwise herein expressly provided, all in accordance with all applicable City, County, and state codes, ordinances and regulations. Home office use of a Unit shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers does not generate additional visitors or traffic into the Unit or on any part of the Condominium Property and Association Property.

The Commercial Units may be used for any lawful purpose consistent with the permitted uses identified under the applicable zoning classification. Nothing in this Declaration shall preclude multiple uses from being made from any Commercial Units.

The provisions of this subsection 17.1 shall not be applicable to Units used by the Developer, which it has the authority to do without the Unit Owner consent or approval, and without payment of consideration, for model apartments, guest suites, sales, re-sales, and/or leasing offices and/or for the provision of management, construction, development, and/or financial services.

17.2. Children. Children shall be permitted to be occupants of the Units.

17.3 Pet Restrictions. Domesticated dogs or cats, tropical fish and household birds (as determined by the Board) may be maintained in a Unit provided such pets are: (a) permitted to be so kept by applicable laws and regulations, (b) generally, not a nuisance to residents of other Units or of neighboring buildings and (c) shall not exceed 25 lbs. Neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Developer,

each Unit Owner and the Association in such regard. The following provisions shall also govern any pets on the Condominium and/or Association Property:

- (a) Pets shall only be walked or taken upon those portions of the Condominium and/or Association Property designated by the Association from time to time for such purposes, if any.
- (b) Unit Owners shall pick up all solid wastes from their pets and dispose of same appropriately.
- (c) Each Owner shall be responsible for all damage caused by his/her pet.
- (d) The maintenance, keeping, boarding and/or raising of pot belly pigs, reptiles, rodents (i.e., mice, gerbils, hamsters) and any other animals, livestock, or poultry of any kind, regardless of number, is expressly prohibited.
- (e) Pets may not play or exercise in the corridors, stairwells, roof, laundry rooms or other portions of the Condominium Property or Association Property, other than the Owner's Unit.
- (f) Each Owner agrees to underwrite the cost of necessary exterminator measures in the Owner's apartment or others if Owner's pet is responsible for the infestation of the building or portions thereof.
- (g) Each Owner agrees to restrain its pet in an appropriate manner should it be requested either for cause or the result of a justifiable request from the Association (i.e., muzzled when going through public areas).
- (h) Any Owner who keeps or maintains a pet within the Condominium and/or Association Property shall indemnify and hold harmless all other Unit Owners, the Developer and the Association, together with their respective directors, officers, agents, employees, managers, contractors or attorneys, from and against any-loss, claim or liability of any kind or character whatsoever, whether to property or person, arising by reason of keeping or maintaining such pet within the Condominium and/or Association Property. The Association may require registration of all pets and may establish reasonable fees in connection with same and/or may, require pet owners to place with the Association a reasonable security deposit.
- (i) Any landscaping, damage or other damage to the Common Elements, the caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefore. Without limiting the generality of Section 18 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and, remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium and/or Association Property. No pets shall be maintained in any Commercial Unit, provided, however, that nothing herein shall prohibit the guests, patrons or invitees of any Commercial Unit from bringing their pets with them when patronizing any Commercial Units, any tenant of any portion of any Commercial Unit, or any the operation from any Commercial Units, any tenant of any portion of any Commercial

Unit, or any the operation from any Commercial Unit (to the extent permitted by the Commercial Unit Owner or its tenant).

17.4 Alterations. Without limiting the generality of Section 9.1 hereof, but subject to Section 11 hereof, no Residential Unit Owner shall cause or allow Improvements or changes to any Residential Unit, appurtenant thereto, Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner specified in section 9.1 hereof). Notwithstanding the provisions of Section 9.1 above, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

17.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In that regard, each Unit Owner, by acceptance of a deed for a Unit, thereby covenants and agrees that it is the Intention of the Developer that the stairwells of the Building are intended for ingress and egress in the event of emergency only, and as such are constructed and left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells. Similarly, the garage and utility pipes serving the Condominium are intended solely for functional purposes, and as such will be left unfinished without regard to the aesthetic appearance of same. The foregoing is not intended to prohibit the use of the stairwells, garage, and utility pipes for any other purpose.

17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by this Declaration, including, without limitation, activities or businesses conducted from the Commercial Units, shall be deemed a nuisance, regardless of any noises and/or odors emanating there from (except, however, to the extent that such odors and/or noises exceed limits permitted by applicable law). Similarly, in as much as the Commercial Units may attract customers, patrons and/or guests who are not members of the Association, such additional traffic over and upon the Common Elements shall not be deemed a nuisance hereunder.

17.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.7. No activity specifically permitted by this Declaration, including, without limitation, activities or businesses conducted from the Commercial Units, shall be deemed a nuisance or a violation of this Section.

17.8 Leases. No Residential Unit or portion of a Residential Unit shall be rented, leased, or assigned.

This is not a contract

17.9 Weight, Sound and other Restrictions. Unless installed by the Developer or meeting the sound insulation specifications established from time to time by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers, kitchens and bathrooms. Even once approved by the Board, the installation of insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Unit being occupied. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board and be compatible with the overall structural design of the building. All areas within a Unit other than foyers, kitchens and bathrooms, unless to receive floor covering approved by the Board are to receive sound absorbent, less dense floor coverings, such as carpeting or hard surface floor coverings meeting the specifications described above. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property and/or Association Property, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

17.10 Mitigation of Dampness and Humidity. it is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same.

17.11 Exterior Improvements. Without limiting the generality of Sections 9.1 or 17.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Association.

17.12 Signs. Notwithstanding anything to the contrary in this Declaration, the Owners of the Commercial Units may affix or attach lighted or unlighted signs on the exterior walls, doors, and/or windows of the Building; (whether same are a part of the Unit, or the Common Elements adjacent to the Owner's Commercial Unit, or to the windows of the Commercial Unit, without receiving the consent of the Association, the Board or any other party (other than any applicable governmental authority to the extent that prior approval from them is required by applicable governmental codes, ordinances and/or regulations).Notwithstanding anything herein contained to the contrary, the provisions of this Section 17.12 shall not be amended without the affirmative vote of Unit Owners holding not less than 4/5ths of all voting interests in the Condominium.

17.13 Association Access to Units. In order to facilitate access to Units by the Association for the purposes enumerated in Section 11.1 (a) hereof, it shall be the

responsibility of all Unit Owners to deliver a set of keys to their respective Units to the Association to use in the performance of its functions. No Unit Owner shall change the locks to his or her Unit without so notifying the Association and delivering to the Association a new set of keys to such Unit.

17.14 Exterior Storm Shutters. The Board of Directors shall from time to time, establish exterior storm shutter specifications which comply with the applicable building code, and establish permitted colors, styles and materials for exterior storm shutters. Subject to the provisions of Section 9.1 above; the Association shall approve the installation or replacement of exterior storm shutters conforming with the Board's specifications the Board may, with the approval by an affirmative vote representing four fifths of all voting interests of all Unit Owners, install exterior storm shutters, and may (without requiring approval of the membership) maintain, repair or replace such approved shutters, whether on or within Common Elements, Units or Association Property; provided, however, that if laminated glass, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, is installed, the Board may not install exterior storm shutters in accordance with this provision. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare his or her Unit prior to his or her departure by designating a responsible firm or individual to care for his or her Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or Individual.

To the extent that Developer provides exterior storm shutters for any portions of the Building (which it is not obligated to do) or If the Association obtains exterior storm shutters for any portions of the Building, the Association shall be solely responsible for the installation of such exterior storm shutters from time to time and the costs associated therewith shall be deemed a part of the Common Expenses of the Condominium that are included in the Assessments payable by Unit Owners. The obligations of the Association assumed hereby shall include, without limitation, development of appropriate plans to allow for the timely Installation of the shutters, and all obligations with respect to the repair, replacement and/or upgrade of the shutters. Developer shall have no obligations with respect to the installation of the shutters, and/or for the repair, replacement and/or upgrade of the shutters.

17.15 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.

17.16 Effect on Developer and Commercial Unit Owners. Subject to the following exceptions, the restrictions and limitations set forth in this Section 17 shall not apply to the Developer nor to Units owned by the Developer. The Developer shall not be exempt from the restrictions, if any, relating to requirements that leases or lessees be approved by the Association, pet restrictions, occupancy of Units based on age and vehicular restrictions, except as such vehicular restrictions relate to the Developer's construction, maintenance and marketing activities. Further, notwithstanding anything herein contained to the contrary, the provisions of this Section 17 shall not be amended, altered or modified in any manner affecting the Commercial Units, without the consent of four fifths of all voting interests and a majority of the total voting interests of the Commercial Unit Owners from time to time.

18. Compliance and Default. The Association, each Unit Owner, occupant of a Unit, tenant and other invitee of a Unit Owner shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time and the provisions of all of such documents shall be deemed incorporated into any lease

of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

18.1 Mandatory Nonbinding Arbitration of Disputes. Prior to the institution of court litigation the parties to a Dispute shall petition the Division for nonbinding arbitration. The arbitration shall be conducted according to, rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration, and attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be charged the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

18.2 Negligence and Compliance. A Unit Owner and/or tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected' in respect of such negligence by the Association. In the event a Unit Owner, tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines (in accordance with the provisions of Section 18.3 below), to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit In compliance, provided, however, that nothing contained in this Subsection. 18.2 shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

18.3 Fines. In addition to any and all other remedies available to the Association, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family,

guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or Articles of Incorporation, By-Laws or Rules and Regulations of the Association, provided the following procedures are adhered to:

(a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time, and place of the hearing; (ii) a statement of the provisions of the Declaration, By-Laws, Articles or rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.

(b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.

(c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

19. Termination of Condominium. The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (b) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements and by the Institutional First Mortgagees of Units to which at least sixty-seven percent (67%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant. In the event such withdrawal is authorized as aforesaid, and provided that the Board first notifies the Division of an intended withdrawal, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of the partition sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and

liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. The Association shall, within thirty (30) business days following such recordation, provide the Division with a copy of such recorded certificate.

20. Additional Rights of Mortgagees and Others.

20.1 Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.

20.2 Amendments. Subject to the other provisions of this Declaration and except as provided elsewhere to the contrary, an amendment directly affecting any of the following shall require the approval of a Majority of Institutional First Mortgagees: (a) voting rights; (b) increases in assessments by more than 25% over the previous assessment amount, assessment liens or the priority of assessment liens; (c) reductions in reserves for maintenance, repair and replacement of Common Elements and/or Association Property; (d) responsibility for maintenance and repairs; (e) reallocation of interests in the Common Elements (including limited Common Elements) or rights to their use; (f) redefinition of Unit boundaries; (g) conversion of Units into Common Elements or Common Elements into Units; (h) expansion or contraction of the Condominium; (i) hazard or fidelity insurance requirements; (j) imposition of restrictions on leasing of units; (k) imposition of restrictions on the selling or transferring of title to Units; (l) restoration or repair of the Condominium after a casualty or partial condemnation; (m) any action to terminate the Condominium after casualty or condemnation; and (n) any provision that expressly benefits mortgage holders, insurers or guarantors as a class. In accordance with Section 718.110(11), Florida Statutes, any consent required of a mortgagee may not be unreasonably withheld.

20.3 Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing from the Association, the right to timely written notice of:

- (a) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;
- (b) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit;
- (c) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action which requires the consent of a specified number of mortgage holders.

20.4 Additional Rights. Institutional First Mortgagees shall have the right upon written request to the Association, to: (a) receive a copy of an audited financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.

21. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the

extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives; successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles, By-laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-laws and applicable rules and regulations of the Association, all as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

22. Disclaimer of Warranties. Notwithstanding that this Condominium is a conversion of previously occupied premises, Developer has elected to warrant the improvements solely to the extent provided in Section 718.618 Florida Statutes. Except only for those warranties provided in Section 718.618, Florida Statutes (and only to the extent applicable and not yet expired), and those of Section 718.203, Florida Statutes (to the extent applicable and not yet expired), to the maximum extent lawful Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium and/or Association Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute (other than those imposed by Sections 718.618 and 718.203, Florida Statutes, and then only to the extent applicable and not yet expired) and all other express and, implied warranties of any kind or character. Developer has not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner recognizes and agrees that the Unit and Condominium and any Association Property Improvements are not new construction and were not constructed by Developer. Each Unit Owner, by accepting a deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Developer that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit, the Condominium and Association Property as well, as the conversion Inspection reports included in the Prospectus. The Unit Owner has not received nor relied on any warranties and/or representations from Developer of any kind, other than as expressly provided herein.

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages, are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

Further, given the climate and humid conditions in South Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit, the Association Property and/or the Condominium Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released' the Developer from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, Inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, wet flooring and moisture will contribute to the growth of mold, mildew; fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise, acquiring title to a Unit, shall be deemed to have agreed that Developer is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which may be

experienced by the Unit Owner, its family members and/or its or their guests, tenants and Invitees as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination.

Each Owner understands and agrees that for some time in the future, it, and its guests, tenants and invitees may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and as a result Owner and its guests, tenants and invitees may be impeded in using portions of the Condominium Property by that activity. Because the Condominium is located in an urban area, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from the Condominium. Each Owner, for itself, its successors and assigns, agrees to release Developer, its partners and its and their officers, members, directors and employees and every affiliate and person related or affiliated in any way with any of them ("Developer's Affiliates") from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against the Developer or Developer's Affiliates related to Views or the disruption, noise, commotion, and other unpleasant effects of nearby development or construction. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter. Additionally, inasmuch as the Commercial Units may attract customers, patrons and/or guests who are not members of the Association, such additional traffic over and upon the Common Elements, and in or around the Condominium Property, shall not be deemed a nuisance.

Lastly, each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit and that depending on the method of calculation, the quoted square footage of the Unit may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Section 23, Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

23. Additional Provisions.

24.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail/(return receipt requested) to the Association in care of its office at the Condominium, or to such other address as, the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

23.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless

wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

23.3 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

23.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits, annexed hereto, except that as to such exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

23.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

23.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

23.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, paragraph, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

23.8 Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

23.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-laws, of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

23.10 Execution of Documents: Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

23.11 Gender: Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

23.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

23.13 Liability. Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the association (collectively, the Association Documents) 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 and/or Association 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:

(a) 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;

(b) 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 tortuous activities; and

(c) 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.

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 Association's directors, officers, committee and board members, employees, agents, contractors including management companies), subcontractors, successors and assigns. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

JOINDER

WEST SETTLERS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, WEST SETTLERS CONDOMINIUM ASSOC has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 30th day of July, 2009.

Witnessed By:

Ruth Ann McDonald

Ruth Ann McDonald
Print Name

Lori Hayward

Lori Hayward
Print Name

ATTEST:

Diane Colonna
Print Name: DIANE COLONNA
Title: SECRETARY

WEST SETTLERS CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

By: [Signature]
Print Name: Howard Lewis
Title: Chairman CEO

[CORPORATE SEAL]



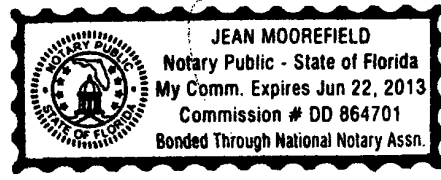
STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing joinder was acknowledged before me this 30th day of July, 2009, by DIANE COLONNA. He is personally known to me or has produced Florida Driver's License as identification.

Jean Moorefield
Notary Public

Commission No.:
My Commission Expires:
(Notary Seal)

H:\2008\080093\Declaration Condo Docs Revised (revised 05-29-09).doc

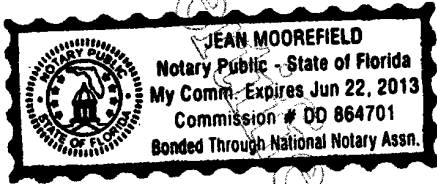


STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing joinder was acknowledged before me this 30th day of July, 2009, by HOWARD LEWIS. He is personally known to me or has produced Florida Driver's License as identification.

Jean Moorefield
Notary Public

Commission No.: DD 864701
My Commission Expires: JUNE 22, 2013
(Notary Seal)



45-A

Exhibit "1"

LEGAL DESCRIPTION OF
CONDOMINIUM PROPERTY

Lot 3, REPLAT OF PART OF BLOCK 27, DELRAY
BEACH (formerly TOWN OF LINTON), according to the
plat thereof on file in the Office of the Clerk of the Circuit
Court in and for Palm Beach County, Florida, recorded in
Plat Book 21, page 43.

This is not a certified copy

Exhibit "2"

Designation of Units

Commercial

1C- Commercial Unit

2C- Commercial Unit

Residential

1R- Residential Unit

2R- Residential Unit

3R- Residential Unit

4R- Residential Unit

Exhibit "3"

Declaration of Restrictive Covenants for Residential Units

This is not a certified copy

Document prepared by:

Donald J. Doody, Esquire
Goren, Cherof, Doody & Ezrol, P.A.
76 N.E. Fifth Avenue
Delray Beach, FL 33483
PHONE: (561) 276-9400

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, made this 30th day of JULY, 2009, by **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, hereinafter referred to as "Developer."

WITNESSETH

WHEREAS, DEVELOPER is the title owner of four (4) condominium residential units located in the West Settler Condominium which is located in Delray Beach, Palm Beach County, Florida, and more fully described in Exhibit "A," attached hereto and made a part hereof, (the Residential Units); and

WHEREAS, the use of the RESIDENTIAL UNITS shall be in accordance with the provisions of the terms and conditions contained in this Declaration of Restrictive Covenants;

NOW, THEREFORE, DEVELOPER hereby declares that the four (4) Residential condominium units located within the West Settler Condominium shall be developed, held, maintained, transferred, sold, conveyed and owned subject to the following designations and restrictive covenants:

1. RECITALS

The recitals set forth above are true and correct and are incorporated into these Restrictive Covenants.

2. RESTRICTIONS

(a) Each of the four (4) residential condominium units shall remain affordable, in the "moderate" range of the Palm Beach County adjusted median income, as defined by the Florida Housing Finance Authority.

(b) Each of the four (4) residential condominium units shall be "affordable" for a period of ten (10) years commencing as of the date this Declaration of Restrictive Covenants is recorded in the public records of Palm Beach County, Florida.

(c) The initial cost of each of the four (4) residential condominium units shall be established by the Developer. Thereafter, each subsequent purchaser for the term that these Restrictive Covenants are in effect, shall prior to being approved for membership by the West Settler Condominium Association, complete and submit to the Association:

- (1) Affordability worksheet;
- (2) Written notification of Sale; and
- (3) Affidavit of qualification.
- (4) Acknowledgment by Seller and prospective purchaser of units that each have received, review, and acknowledged that are bound by this Declaration of Restrictive Covenants.

(d) The West Settler Condominium Association shall submit within five (5) business days of receipt of all required information to the Delray Beach Community Redevelopment Agency for its approval.

(e) No sale or leasing of any one of the four (4) residential condominium units shall take place until the Board of Delray Beach Community Redevelopment Agency formally approves the transaction as being consistent with the terms and provisions of these Restrictive Covenants and Declaration of Condominium.

3. MODIFICATION AND TERMINATION

No revisions to the Declarations of Restrictive Covenants shall be permitted unless specifically approved by the Board of Delray Beach Community Redevelopment Agency. The Declaration shall have an initial term of ten (10) years with an option to be afforded the Delray Beach Community Redevelopment Agency to extend the term for an additional five (5) years. This Declaration shall remain in full force and effect until such time that the Board of the Delray Beach Community Redevelopment Agency takes affirmative action to extend the term or to terminate this Declaration.

4. COVENANT RUNNING WITH THE LAND

This Declaration of Restrictive Covenants shall be recorded in the Public Records of Palm Beach County, Florida, and shall run with the RESIDENTIAL UNITS described in Exhibit "A," and shall be binding on all persons and entities acquiring title to or use of the RESIDENTIAL UNITS.

5. ENFORCEMENT

The Delray Beach Community Redevelopment Agency through its Board, its successors and assigns, is the beneficiary of these Restrictive Covenants and as such, the Delray Beach Community Redevelopment Agency may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions. The Delray Beach Community Redevelopment Agency shall provide the West Settler's Condominium Association with a written notice of violations for any provision of this Declaration and allow the West Settler's Condominium Association ninety (90) days to cure the violation. If West Settler's Condominium Association fails to remedy the default within the time frame set forth above, the Delray Beach Community Redevelopment Agency may seek to enforce the restrictive covenants set forth herein at law or in equity. The owner(s) holding fee simple title to any residential unit who has failed to adhere to the term and provisions set forth herein shall be deemed to have waived any right to defend an action brought by the Delray Beach Community Redevelopment Agency to enforce this Declaration. The Delray Beach Community Redevelopment Agency shall be entitled to recover all costs, expenses and attorney fees (at trial and appellate levels) incurred in the enforcement of this Declaration.

6. WAIVER

Any failure by Delray Beach Community Redevelopment Agency to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.

7. SEVERABILITY

The restrictions are hereby declared to be several and independent. If any court of competent jurisdiction shall declare any section, paragraph or part thereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph, or part thereof and the same shall remain in full force and effort.

8. EFFECTIVE DATE

The Declaration of Restrictive Covenants shall become effective upon recordation in the Public Records of Palm Beach County, Florida.

9. CAPTIONS, HEADING AND TITLE

Articles and paragraph captions, headings and titles inserted throughout this Restrictive Covenant are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms or provisions thereunder or the terms and provisions of this Restrictive Covenant.

10. VENUE

Venue shall be in Palm Beach County, Florida.

11. SUCCESSOR

In the event the Delray Beach Community Redevelopment Agency is dissolved or ceases to exist, then in that event, the City of Delray Beach, Florida, a Florida municipal corporation, shall be the successor in interest to the Developer, and shall be deemed to have any and all rights originally vested in the Developer as set forth herein.

IN WITNESS WHEREOF, Delray Beach Community Redevelopment Agency
has hereunto set its authorized hand this 30th day of July, 2009.

WITNESSES:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY,

Luth Ann McDonald

By *[Signature]*
Howard Lewis, Chair

[Signature]

30th day of July, 2009

By *[Signature]*
Secretary

30th day of July, 2009

EXHIBIT "A"

LEGAL DESCRIPTION OF RESIDENTIAL UNITS

Residential Units 1R, 2R, 3R, and 4R of the West Settler Condominium established pursuant to the Declaration of Restrictive Covenants recorded in the Public Records of Palm Beach County, Florida..

and located at

Lot 3, REPLAT OF PART OF BLOCK 27, DELRAY BEACH (formerly TOWN OF LINTON), according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 21, page 43.

This is not a certified copy

Exhibit "4"

Percentage of Interest in Common Elements, Common Surplus,
And Common Expenses

Commercial

1C- Commercial Unit - 30%
2C- Commercial Unit - 30%

Residential

1R- Residential Unit - 10%
2R- Residential Unit - 10%
3R- Residential Unit - 10%
4R- Residential Unit - 10%

This is not a certified copy

Exhibit "5"

Association By-Laws

**BY-LAWS OF
WEST SETTLERS CONDOMINIUM ASSOCIATION, INC.**

A corporation not for profit organized
under the laws of the State of Florida

1. Identity. These are the By-Laws of West Settlers Condominium (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.
 - 1.1 Fiscal Year. The fiscal year of the Association shall be the twelve month period commencing October 1st and terminating September 30th of each year. The provisions of this subsection 1.1 may be amended at any time by a majority of the Board of Directors of the Association.
 - 1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definitions and meanings as those set forth, in the Declaration for Condominium, unless herein provided to the contrary, or unless the context otherwise requires.
3. Members.
 - 3.1 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 than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, 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 Unit Owners in advance. The first annual meeting shall be held in the month of October following the year in which the Declaration is filed.
 - 3.2 Special Meetings. Special members' meetings may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written

request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners, in the manner provided for in Chapter 71 of the Florida Statutes. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominium's estimated, operating budget, reference should be made to Section 10.1 of these By-Laws; and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 4.3 of these By-Laws.

3.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board. Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit an Unit Owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting, may do so. Unless waived by the chairperson of the meeting (which may be done in the chairperson's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the reasonable restrictions as may be adopted from time to time by the Board.

3.4 Notice of Meeting: Waiver of Notice. The notice of a meeting of members (annual or special) stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of an annual or special meeting shall be hand delivered, electronically transmitted or sent by regular mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as last furnished to the Association by the Unit Owner. However, if a Unit is owned by more than one person, the Association shall provide notice for meetings, and all other purposes, to that one address initially identified for that purpose by the Developer, and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given, or if the Owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of members' meetings shall be posted.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

3.5 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast in excess of 66 2/3% of the votes of members entitled to vote at the subject meeting.

3.6 Voting.

(a) Number of Votes. The Owners of each Unit shall be entitled to cast the number of votes designated for their Unit as set forth in the Articles. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including spouses) shall decide among themselves as to who shall cast the vote of the Unit. In the

event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- 3.7 Proxies. Votes to be cast at meetings of the Association membership may be cast in person or by proxy. No proxy shall be used in the election of Board members. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies, which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.
- 3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

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

- (a) Collect any ballots not yet cast;
- (b) Call to order by President;
- (c) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
- (d) Appointment of inspectors of election;
- (e) Counting of Ballots for Election of Directors;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Reading of minutes;
- (h) Reports of officers;
- (i) Reports of committees;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

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

3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors must be natural persons who are 18 years of age or older. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action, is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony); Directors may not vote at Board meetings by proxy or by secret ballot.

4.2 Election of Directors. Election of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. Not less than sixty (60) days prior to a scheduled election, the Association shall mail, deliver or electronically transmit to each Unit Owner entitled to vote, a

first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days prior to the scheduled election. Together with the notice of meeting and agenda sent in accordance with Section 3.4 above, the Association shall then, mail, deliver or electronically transmit a second notice of the meeting, not less than fourteen (14) days prior to the date of the meeting, to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, which must be furnished by the candidate to the Association not less than thirty five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may, print or duplicate the information sheets on both sides of the paper.

The election of directors shall be by written ballot. Proxies shall in no event be used in electing the Board at general elections or to fill vacancies caused by resignation or otherwise. Elections shall be decided by plurality of those ballots and votes cast. There shall be no quorum requirement, however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There shall be no cumulative voting.

Notwithstanding the provisions of this Section 4.2, an election is not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors at any Board meeting (even if the remaining Directors constitute less than a quorum), provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof shall be filled by the Developer without the necessity of any meeting
- (b) Any Director elected by the members may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members

called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.

(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, and the remaining Directors fail to fill the vacancy by appointment of a director in accordance with applicable law, then any Owner may apply to the Circuit Court in and for Palm Beach County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his/her successor is duly elected and has taken office, or until he/she is, removed in the manner elsewhere provided. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment: The directors calling the organizational meeting shall give at least three (3) days advance notice thereof; stating the time and place of the meeting.

4.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Meetings of the Board of Directors may be held by telephone conference, with those Directors attending by telephone counted toward the quorum requirement, provided that a telephone speaker must be used so that the conversation of those Directors attending by telephone may be heard by the Directors and any Unit Owners attending such meeting, in person. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda Items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notwithstanding the foregoing, written notice of any meeting of the Board at which non-emergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed, delivered or electronically transmitted to all Unit Owners and posted conspicuously on the Condominium property not less than ten (10) continuous days prior to the meeting. Evidence of compliance with this ten (10) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. In lieu of or in addition to the physical posting of notice of any meeting of the Board on the Condominium Property, the Association may, by reasonable rule Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. A Director or member of a Committee of the Board of Directors may submit in writing his/her agreement or disagreement with any action taken at a meeting that such individual did not attend. This agreement or disagreement may not be used for the purposes of creating a quorum.

- 4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.
- 4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).
- 4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not be used as a vote for or against any particular action taken and shall not allow the applicable Director to be counted as being present for purposes of quorum.
- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Unit Owner to preside).
- 4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;
 - (c) Reports of officers and committees;
 - (d) Election of officers;
 - (e) Unfinished business;
 - (f) New business;

(g) Adjournment.

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

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be transcribed and completed within thirty (30) days of the last meeting of the Board of Directors and shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.14 Committees. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.

4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer owns seventy-five (75%) percent or more of the Units in the Condominium. When Unit Owners other than the Developer own seventy-five percent (75%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land, Sales, Condominiums and Mobile Homes the name and mailing address of the director(s) elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors: (a) three years after seventy-five (75%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (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; or (e) seven (7) years after recordation of the Declaration, 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 twenty-five (25%) of the Units that will be operated ultimately by the Association.

The Developer may transfer control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) 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 seventy-five (75) 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 sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so. The election of members to the Board of Directors shall comply with Section 718.301 Florida Statutes (2008).

At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time (except as to subparagraph (g), which may be ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable to the Condominium:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration;
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.
- (d) The minute book, including all minutes, and other books and records of the Association.
- (e) Any rules and regulations which have been adopted.

- This is Not a Contract
- (f) Resignations of resigning officers and Board members who were appointed by the Developer.
 - (g) The financial records, including financial statements of the association, and source documents from the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments.
 - (h) Association funds or the control thereof.
 - (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
 - (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property.
 - (k) Insurance policies.
 - (l) Copies of any Certificates of Occupancy, which may have been issued for the Condominium Property.
 - (m) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
 - (n) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

- This is Not a Contract
- (o) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
 - (p) Leases of the Common Elements and other leases to which the Association is a party, if applicable.
 - (q) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
 - (s) All other contracts to which the Association is a party.

5. Authority of the Board.

5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts, which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining all Common Elements and the Association Property.
- (b) Determining the expenses required for the operation of the Association and the Condominium.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property.
- (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 14 hereof.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefore.
- (f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use

and benefit of its members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.

- This is Not a Contract*
- (g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee.
 - (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
 - (i) Obtaining and reviewing insurance for the Condominium and Association Property.
 - (j) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property, and repairs to and restoration of Condominium and Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
 - (k) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
 - (l) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his/her tenant, licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. No fine may exceed \$100.00 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed \$1,000.00. No fine shall become a lien upon a Unit.
 - (m) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of Common Elements (if the need for the funds is unanticipated), and granting mortgages on and/or security interests in Association owned property; provided,

however, that the consent of the Owners of at least two-thirds (2/3) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed fifty thousand (\$50,000). If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph 5.1(0) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his/her interest in his/her Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit. Notwithstanding the foregoing, the restrictions on borrowing contained in this subparagraph 5.1(0) shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners.

- (p) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium and Association Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these By-Laws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Executing all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (Including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that

regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

- (s) Exercising (i) all powers specifically set forth In the Declaration, the Articles, these By-Laws and In the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

5.2 Contracts. Any contract which is not to be fully performed within one (1) year from the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease or renting materials or equipment, or for the provision of services, requires payment by the Association on behalf of the Condominium in the aggregate exceeding \$1,000.00, the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorney, accountant, architect, community association manager, engineering and landscape architect services shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the County.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporate/partnership trust Unit Owners).

- 6.2 President. The President shall be the chief executive officer of the Association. He/She shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He/She also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an association and as may be required by the Directors or the President.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.3 herein and by law.
7. Fiduciary Duty. The officers and directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, director or manager shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit, or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director or manager who knowingly so solicits, offers to accept or accepts any thing or service of value shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer,

director or manager from accepting services or items received in connection with trade fairs or education programs.

8
Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer.

9. Resignations. Any Director or officer may resign his/her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation. In which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.

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

10.1 Budget.

(a) Adoption by Board: Items. The Board of Directors shall from time to time, and at least annually, prepare a budget which shall detail all accounts and items of expense and income. The Board shall determine the amount of assessments to be assessed against all Unit Owners to meet the expenses of the condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements, the budget or a schedule attached thereto shall show amounts budgeted. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the

members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves or reduce the funding of reserves for the first two (2) fiscal years of operation of the Association, beginning with the fiscal year in which the Declaration is recorded, after which time and until transfer of control of the Association to Unit Owners other than the Developer, reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. Following transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote its voting interest to waive or reduce the funding of reserves. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for any other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be hand delivered, mailed or electronically transmitted to each Unit Owner (at the address last furnished to the Association) not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting indicating the time and place of such meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.
- (ii) Special Membership Meeting. If the Board of Directors adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of such Assessments for the preceding fiscal year, the

Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board of Directors receives, within twenty-one (21) days' following the adoption of the annual budget, a written request for a special meeting from at least thirty percent (30%) of all voting interests. The special meeting shall be conducted within sixty (60) days following the adoption of the annual budget. At least fourteen (14) days prior to such special meeting; the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled.

- (iii) Determination of Budget Amount. A determination of whether assessments exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board of Directors does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property.
- (iv) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements Of Subsection 10.1 (a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

10.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each

quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 10.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

- 10.3 Special Assessments and Assessments for Capital Improvements. Special Assessments shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.
- 10.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida, which bank or banks must be insured by the FDIC, as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance. Reserve and operating funds of the Association shall not be commingled unless combined for investment purposes, provided that the funds so commingled shall be accounted for separately and the combined account balance of such commingled funds may not, at any time, be less than the amount identified as reserve funds in the combined account.

10.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his/her Assessments, the Board of Directors or its agent may accelerate the balance of the current budget years' Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the current budget years' Assessments shall be due upon the date stated 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.

10.6 Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at anyone time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense.

10.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare and complete, or contract for the preparation and completion of a financial report for the preceding fiscal year (the "Financial Report"). Within twenty-one (21) days after the final Financial Report is completed by the Association, or received from a third party, but not later than one hundred twenty (120) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, a copy of the Financial Report to each Unit Owner, or a notice that a copy of the Financial Report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

The Financial Report shall be prepared in accordance with the rules adopted by the Division. The type of Financial Report to be prepared shall, unless modified in the manner set forth below be based upon the Association's total annual revenues; as follows:

- (a) REPORT OF CASH RECEIPTS AND EXPENDITURES- If the Association's revenues are less than \$50,000.00.

- (b) COMPILED FINANCIAL STATEMENTS- if the Association's revenues are equal to or greater than \$100,000.00.

A report of cash receipts and expenditures must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves.

- 10.8 Application of Payment. All payments made by a Unit Owner shall, be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.
- 10.9 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.
11. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his/her ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
12. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of members or directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws.
13. Amendments to By-Laws. Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:
- 13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

This is Mota
Central

- 13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:
- (a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or
 - (b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained.
- 13.3 Amendments. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.
- 13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate, shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.
14. Rules and Regulations. Attached hereto as **Schedule "A"** and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium and Association Property. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations

shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

15. Written Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of such inquiry and more particularly in the manner set forth in Section 718.112(2)(a)2, Florida Statutes. The Association may, through its Board, adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries.

16. Official Records. From the inception of the Association, the Association shall maintain for the condominium, a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- (a) Any plans, permits, warranties, and other items' provided by the Developer pursuant to Section 718.301(4) of the Act;
- (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
- (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
- (d) A copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association, if any;
- (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years;
- (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and the numbers designated by Unit Owners for receiving notices sent by electronic transmission of those Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Unit Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association shall not be liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices;

- (h) All current insurance policies of the Association and of all Condominiums operated by the Association;
- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
- (j) Bills of Sale or transfer for all property owned by the Association;
- (k) Accounting records for the Association and the accounting records for the Condominium. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but not be limited to:
- (i) Accurate, itemized, and detailed records for all receipts and expenditures.
 - (ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
 - (iii) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
 - (iv) All contracts for work to be performed; Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.
- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections which shall be maintained for a period of 1 year from the date of the meeting to which the document relates;
- (m) All rental records where the Association is acting as agent for the rental of Units;
- (n) All other records of the Association not specifically listed above which are related to the operation of the Association.

The official records of the Association shall be maintained in Palm Beach County.

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member and shall be made available to a Unit Owner within five (5) working days after receipt of a written request by the board or its designees. The right to inspect the records

includes the right to make or obtain copies, at a reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. Notwithstanding the provisions of this Section 16, the following records shall not be accessible to Unit Owners:

- (i) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including any record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation or imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
- (ii) Information obtained by an Association in connection with the approval of the lease, sale or other transfer of a Unit.
- (iii) Medical records of Unit Owners.
17. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Units to the applicable condominium fire and life safety code.
18. Provision of Information to Purchasers or Lienholders. The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Act to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current Unit Owner for its time in providing good faith responses to requests for Information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed \$250.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response.
19. Electronic Transmission. For purposes hereof, "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and

reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers. Notwithstanding the provision for electronic transmission of notices by the Association, same may be only be sent to Unit Owners that consent to receipt of Association notices by electronic transmission (and only for long as such consent remains in effect). Further, in no event may electronic transmission be used as a method of giving notice of a meeting called in whole or in part regarding the recall of a Director.

20. Construction. Wherever the context so permits, the singular shall include, the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
21. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

The foregoing was adopted as the By-Laws of West Settlers Condominium, under the laws of the State of Florida, as of the 29th day of July, 2009.

SCHEDULE "A"
TO
BY-LAWS

Each of the rules and regulations shall be in accordance with all applicable county and state codes, ordinances and regulations.

1. The sidewalks, entrances, passages, and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects be stored therein, except in areas (if any) designated for such purposes. The foregoing shall not however, be applicable to the Commercial Units, except as otherwise expressly provided in the Declaration. As and to the extent set forth in the Declaration, the Owners of the Commercial Units shall be permitted to make use of the sidewalks, entrances, passages, and other portions of the Common Elements adjacent to their Units to further the commercial uses from their Commercial Units.
2. The personal property of Residential Unit Owners and occupants must be stored in their respective Residential Units.
3. No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces, lanais, railings or other portions of the Condominium or Association Property. No exterior lighting shall be installed or placed on balconies, patios or terraces without the prior written approval of the Board. The foregoing shall not be applicable to the Commercial Units or the Commercial Unit Owners.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or, other substance onto elsewhere in the Common Elements. Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants and invitees when within the Condominium Property, including, without limitation, placing all trash and/or garbage in the proper receptacles.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements of the company or agency providing

trash removal services for disposal or collection shall be complied with. All equipment for storage, recycling or disposal of such material shall be kept in a clean and sanitary condition.

6. No Residential Unit Owner or occupant shall make or permit any disturbing noises, nor allow any disturbing noises to be made by the Owner's family, employees, pets, agents, tenants, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Residential Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Residential Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. The foregoing shall not be applicable to the Commercial Units, nor preclude any lawful uses from the Commercial Units.
7. No repair of vehicles or boats shall be made on the Condominium Property.
8. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Developer (for as long as the Developer owns any portion of the Condominium Property, and thereafter by the Board), signs utilized by the Commercial Units and/or within or upon Advertising Wall Space (as provided in the Declaration). Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements by any Residential Unit Owner, without the prior written consent of the Board of Directors of the Association. The foregoing shall not, however, be applicable to the Commercial Units. As and to the extent set forth in the Declaration, the Owners of the Commercial Units shall be permitted to install signage both on their Units and the Common Elements adjacent to their Units.
9. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Residential Unit or on the Common Elements, other than as is reasonable and customary in vehicles and/or in cleaning supplies. No barbecuing or grilling shall be permitted within a Unit or the Common Elements appurtenant thereto.
10. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his/her Unit prior to his/her departure by designating a responsible firm or individual to care for his/her Unit should a hurricane

threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.

11. A Residential Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings or windows of the Building. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day. Curtains and drapes (or linings thereon which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.
12. Installation of satellite dishes by Residential Unit Owners shall be restricted in accordance with the following: (i) Residential Unit Owners must first obtain the approval of the Board of Director prior to installation (ii) installation shall be limited solely to the Unit or any Common Elements appurtenant thereto; (iii) the dish may be no greater than one meter in diameter, and (iv) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements and otherwise meets the requirements of the Board. The foregoing restrictions shall not be applicable to the Commercial Unit Owners.
13. No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
14. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property, and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises by children will not be tolerated.
15. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:

- This is Not a Contract
- (a) Dogs shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. The dogs shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes.
 - (b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
 - (c) Unit owners shall pick up all solid wastes from their pets and dispose of same appropriately.
16. Every applicable Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, or such Owner's family, guests, invitees, lessees or employees to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the procedures set forth in the Declaration for fining are adhered to.
17. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations. In the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall only be applicable to the Commercial Units to the extent expressly provided. Further, anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor Its agents or employees and contractors, nor to the Units owned by the Developer, except:
- (a) Requirements that leases or lessees be approved by the Association (if applicable); and
 - (b) Restrictions on the presence of pets; and
 - (c) Restrictions on occupancy of Units based upon age (if any); and

- (d) Restrictions on the type of vehicles allowed to park on Condominium Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.

All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

H:\2008\080093\By Laws Revised CLEAN 2.doc

This is not a certified copy

This is not a certified copy

Exhibit "6"

Association Articles of Incorporation

2009 APR 30 PM 1:49

ARTICLES OF INCORPORATION

OF

WEST SETTLERS CONDOMINIUM ASSOCIATION, INC.

The undersigned hereby files the Articles of Incorporation of **The West Settlers Condominium Association, Inc., a Florida non-profit corporation**, under Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I
NAME

The name of the Corporation is **THE WEST SETTLERS CONDOMINIUM ASSOCIATION, INC.**, a Florida non-profit corporation (hereinafter be referred to as the "Corporation").

ARTICLE II
DURATION

The Corporation shall exist perpetually.

ARTICLE III
PURPOSES

The Corporation is organized exclusively for the purpose of operating the West Settlers Condominium Association, enforcing the terms and conditions of the Declaration of the West Settlers Condominium, and any other purpose authorized Chapter 718, Florida Statutes, as may be amended from time to time, as well as any other purpose authorized by law.

ARTICLE IV
NON-STOCK CORPORATION

The Corporation shall have no stock and no dividends shall be declared or paid.

ARTICLE V
APPOINTMENT OF DIRECTORS

Directors shall be appointed in accordance with the By-Laws of the Corporation.

ARTICLE VI
BOARD OF DIRECTORS

A. **Powers.** All Corporate powers shall be exercised by or under the authority of, and the affairs of the Corporation shall be managed under the direction of the Board of Directors.

B. Number. The affairs of the Corporation shall be conducted by a Board of Directors, the number of which shall be determined from time to time in accordance with the By-Laws but shall never be less than five (5) voting members. Notwithstanding the maximum number of directors permitted under the By-Laws, it is the declared intention of the Corporation, that the number of directors be no larger than minimally necessary in order to properly carry on the activities of the Corporation.

C. Election; Removal. Directors shall be elected or removed in accordance with the procedure provided in the By-Laws.

D. Compensation. Directors shall be compensated in accordance with the procedure provided in the By-Laws.

E. Resignation. Directors shall resign in accordance with the procedure provided in the By-Laws.

F. Initial Directors. The names and addresses of the initial directors to hold office until the first annual meeting of members and/or until their successors shall have been elected and qualified are as follows:

- (1) Frank Wheat
20 N. Swinton Avenue
Delray Beach, FL 33444
- (2) Howard Lewis
20 N. Swinton Avenue
Delray Beach, FL 33444
- (3) Peter Arts
20 N. Swinton Avenue
Delray Beach, FL 33444
- (4) Thomas F. Carney
20 N. Swinton Avenue
Delray Beach, FL 33444
- (5) Diane Colonna
20 N. Swinton Avenue
Delray Beach, FL 33444

G. Property. The Board of Directors shall administer and distribute the property held by the Corporation in accordance with the purposes of the Corporation, as defined in Article III, and the applicable provisions of the By-Laws.

ARTICLE VII
PRINCIPAL OFFICE & REGISTERED AGENT

The principal office of the Corporation shall be 20 N. Swinton Avenue, Delray Beach, Florida 33444. The Registered Agent shall be Donald J. Doody, Esquire, whose address is 3099 East Commercial Boulevard, Suite 200, Fort Lauderdale, Florida 33308.

ARTICLE VIII
AMENDMENTS

The Articles of Incorporation may be amended by a majority vote of the Board of Directors.

ARTICLE IX
MEMBERSHIP

The Corporation shall not have membership.

ARTICLE X
OFFICERS

The Corporation shall have the following officers: President, Vice President, Secretary, and Treasurer. The President shall be the Chair of the Delray Beach Community Redevelopment Agency, the Vice President shall be the Vice-Chair of the Delray Beach Community Redevelopment Agency, the Secretary shall be the Executive Director of the Delray Beach Community Redevelopment Agency, and the Treasurer shall be the Treasurer of the Delray Beach Community Redevelopment Agency. The Board shall select persons to hold the remaining offices. Terms of the office shall be the same as the terms for the Directors as established in the corporate By-Laws.

ARTICLE XI
BY-LAWS

The By-Laws of the Corporation shall be made, altered, or rescinded by the majority vote of the Board of Directors.

ARTICLE XII
LIMITATIONS

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Three hereof. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a not-for-profit corporation pursuant to state or federal law.

ARTICLE XIII
DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon the dissolution of the Corporation, assets shall be distributed pursuant to the requirements of applicable federal or state law. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, the undersigned incorporator and registered agent have executed these Articles of Incorporation on this 14th day of April, 2009.




Diane Colonna, Incorporator

ACCEPTANCE
OF REGISTERED AGENT

The undersigned, having been named as Registered Agent of The West Settlers Condominium Association, Inc., a Florida non-profit corporation, hereby accepts the appointment as Registered Agent and agrees to act in this capacity.

I further agree to comply with the provisions of the Florida Statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.



DONALD J. DOODY, REGISTERED AGENT

Dated this 21 day of April, 2009.

H:\2008\080093\Condo Conversion Docs\Articles of Incorporation.doc

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2009 APR 30 PM 1:49

c. Written proof of owner permission to make the proposed improvements/renovations

The West Settlers Condominium Association, Inc.

135 NW 5th Avenue

April 8th, 2026

On April 2nd, 2026 at a duly noticed meeting of The West Settlers Condominium Association, the Board of Directors approved the submittal of this Paint up & Signage application for exterior painting at 135 NW 5th Avenue, Delray Beach, FL 33444.

I, Julian Sula, Vice-Chair of The West Settlers Condominium Association, Inc., as an authorized officer/agent/owner of 135 NW 5th Avenue, Delray Beach, FL 33444, authorize the submittal of this Paint Up & Signage grant application and thereafter the preparation and exterior painting of the building located at 135 NW 5th Avenue, Delray Beach, FL 33444.

[Signature] _____ 4/8/2026 _____
Signature of Owner/Authorized Officer Date

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of April, 2026, by Julian Sula, as Vice-Chair of The West Settlers Condominium Association, Inc., who is personally known to me or has produced _____ (type of identification) as identification.

Mackenzie Weber _____

Signature

Mackenzie Weber, Redevelopment
Coordinator

Name and Title

HH672926 _____

Commission Number



MACKENZIE WEBER
Notary Public
State of Florida
Comm# HH672926
Expires 5/5/2029

d. Paint Color Samples – colors must be labeled to indicate color choices for the building, trim, and accent, as appropriate.

Same as existing



e. Two Detailed Cost Estimates – Estimates for painting and/or signage projects must be from licensed and insured painters and legitimate signage companies. Two estimates for each type of improvement must be submitted.



Painting & Waterproofing

Proposal/Contract: 27939
Page number: 1
Date: 12/19/2025
Client Liaison: Wilmer Andrade
Client Liaison Phone: (561) 303-8659
Client Liaison Email: wilmer@fiddlerroofcleaning.com

Association Name: The West Settlers Condominium Association, Inc.
Association Address: 135 NW 5th Avenue
Delray Beach, FL 33444

Property Manager: Ms. Debbie Watson
Telephone: (561) 276-8640
Email Address: watsond@mydelraybeach.com

Paint Manufacturer: Benjamin Moore/Sherwin Williams

GENERAL SCOPE OF WORK:

In consideration for the price(s) quoted herein, RCI Painting, proposes to furnish all supervision, labor, equipment and specified materials necessary to perform the:

Preparation and exterior painting of one (1) commercial building known as The West Settlers Condominium Association, Inc., located in Delray Beach, Florida.

CONTRACT PRICE FOR GENERAL SCOPE OF WORK:

The price for the general scope of work is: **\$9,885.00.**

Please note that the above figure might not be the exact contract price. Please see enclosed for additional and/or option prices.

Dear Ms. Watson and members of the Board:



Since 1987, **RCI Painting** has been providing Condominiums, Homeowners Associations and Commercial Clients with total satisfaction. We are licensed, fully insured, bonded and operating primarily in Palm Beach and Broward Counties (Palm Beach: U-16498, Broward: 91-6607-P-R, Martin: MGPTG5743). We specialize in Exterior Painting, Waterproofing and Chemical Roof Cleaning. We also provide maintenance and beautification programs. Our company maintains an excellent reputation for quality, reliability and service at competitive rates.

Enclosed, please find our proposal and the exterior painting specifications that were designed especially for your community. This proposal covers the products to be used and the specific preparation and product application procedures to be performed on the;

Preparation and exterior painting of one (1) commercial building known as The West Settlers Condominium Association, Inc., located in Delray Beach, Florida.

We appreciate the opportunity to submit our proposal and look forward to doing business with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marcel Rosen', written over a white rectangular area.

Marcel Rosen
President

A. SCOPE OF WORK:

Note: Work will be completed to meet the Benjamin Moore/Sherwin Williams warranty & specification requirements and periodically inspected by a Benjamin Moore/Sherwin Williams representative.

Preparation and exterior painting of one (1) commercial building known as The West Settlers Condominium Association, Inc., located in Delray Beach, Florida.

Inclusions:

1. Sanitize all surfaces to be painted.
2. Power wash all surfaces to be painted.
3. Apply one coat of sealer on all exposed and chalky stucco wall surfaces.
4. Spot prime any bare metal and/or bare wood surfaces.
5. Repair and **waterproof** all cracks - look for water intrusion areas (see enclosed for details).
6. Repair caulking - **look for water intrusion areas** (see enclosed for details).
Note: Caulk all windows (stucco-to-metal) - no exceptions!
Note: Damaged caulk will be cut out and replaced (see general conditions item #26 for more details).
Note: Caulk all top sides of bands where water intrusion may occur.
7. Repaint all exposed exterior stucco surfaces, including sheer walls, eyebrows, soffits, fascia and previously painted stucco surfaces.
Note: One coat of sealer, one coat of paint (same or similar color).
Note: All paint will be back rolled.
8. Repaint common area doors (exterior side only).
10. Repaint conduits, painted cable boxes and painted electric boxes.
11. Repaint gutters, downspouts and metal drip caps.
12. Repaint wood trim.
13. Repaint catwalk metal railings, floors, stairs and stairs in front of the building with non-skid additive.
14. Repaint columns.

Exclusions:

1. Metal window and sliding door frames.
2. Light fixtures, storm shutters and decorative shutters.
3. Awning and factory finish doors.
4. Permit Fee(s) and/or Permit Expediting Fee(s).
5. All other areas, surfaces and finishes not mentioned in above scope.

Option:

1. Repaint front doors (exterior side only).

B. PREPARATION:

Note: Work will be completed to meet Benjamin Moore/Sherwin Williams specifications and periodically inspected by a Benjamin Moore/Sherwin Williams representative.

1. SANITIZING:

All exposed surfaces to be recoated will be treated with a **light** bleach solution prior to power washing to eradicate the present growth of mildew and fungus clinging to the surfaces. This solution contains Bleach, Water, commercial mildewcide (**JOMAX**), T.S.P. (Tri Sodium Phosphate) and detergent. The solution will be allowed to soak on the treated areas for **at least 25 minutes before power washing**.

IMPORTANT NOTE: In the case of evidence of **red algae** on the stucco surfaces (especially on the northern surfaces) - This fungus actually grows through and into the stucco surfaces. After completion of the general power washing process, all red algae areas will be sprayed again with a commercial mildewcide (**JOMAX**) solution, allowing the solution to soak in and then power washed for the second time. This process is very important and it helps to prevent the regrowth of the algae through the new coats of paint.

2. POWER WASHING:

All designated surfaces will then be power washed with a sufficient amount of pressure (approx. 3000 PSI) to remove contaminants that might interfere with a good bond between the specified coating to be applied and the substance to be recoated.

Note: This pressure will be lowered when power washing around windows, doors, wood surfaces and screen areas. We do not apply direct pressure to these areas.

Note: All rotted wood that is visible to the naked eye will be reported to Management or Owner.

3. SCRAPING:

Loose, peeling, blistering and flaking paint will be removed by scraping and/or wire brushing however, in the case of 'delaminating paint coating' the use of sandblasting might become necessary. In this case, we will notify the customer/property manager. This extra step will be done by a sandblasting company. Unless it specific calls for, our contract does not include sandblasting.

C. STUCCO AND MASONRY SURFACES:

Note: Work will be completed to meet Benjamin Moore/Sherwin Williams specifications and periodically inspected by a Benjamin Moore/Sherwin Williams representative.

1. SEALER:

After completion of the cleaning procedures and sufficient amount of drying time, ONE COAT of 100% ACRYLIC CLEAR SEALER as per attached painting specifications, will be applied to the surfaces.

Note: Sealer will be applied to the surfaces without forming any glaze.

2. CRACK REPAIRS (WALL SURFACES):

RCI Painting will visually inspect all stucco surfaces from ground level. Any visible minor, loose, broken or damaged areas will be "sounded" to determine if there is a larger damaged area and missing decorative finish stucco will be repaired per the attached painting specifications. All minor decorative stucco repairs will be matched to existing decorative stucco texture as close as possible.

Any major stucco repair will be reported to the Association and/or Property Manager and can be repaired by **RCI Painting** at an additional cost. Per the Association's request, **RCI Painting** will submit the cost of the repairs to the Association and/or Property Manager. **RCI Painting** will not make any repairs without a written authorization by the Association.

Note: **RCI Painting** cannot be liable for any stucco issues that are not visible to the naked eye during visual inspection from ground level.

All hairline cracks less than approximately 1/16" will be patched approx. 2"-3" wide (1" to 1-1/2" away from the center of the crack) with a brush grade "flexible" patching as per attached painting specifications.

All cracks from approximately 1/16" to approx. 1/8" will be cut open by hand (i.e. painters' tool, painters' knife or scraper) to form a small groove. All opened cracks will be dusted clean of loose debris, sealed with caulk or patch as per attached painting specifications. Once cured, the filled crack will be over coated with knife grade "flexible" sealant - see attached painting specifications, approx. 2"-3" wide (1" to 1-1/2" away from the center of the crack).

All cracks greater than approximately 1/8" will be cut open by rotary grinder to form a "U" or "V" shaped groove. All opened cracks will be dusted clean of loose debris, sealed as per attached painting specifications. Once cured, the filled crack will be over coated with knife grade "flexible" sealant - see attached painting specifications, approx. 2"-3" wide (1" to 1-1/2" away from the center of the crack).

This proposal specifically excludes any structural repairs, hidden defects, concrete repairs and/or all stucco repairs other than the decorative finish coat stucco, such as but not limited to the lathe, wire mesh, waterproofing and other non-decorative finish stucco coats, i.e. scratch coat, mid-coat, brown coat.

3. CAULKING:

All window and door perimeter joints (stucco-to-metal and/or stucco-to-wood) will be caulked – No exceptions!

All window and door perimeter joints (stucco-to-metal and/or stucco-to-wood) will be inspected for loose and/or damaged caulk and be repaired as per attached paint specifications. (please see general conditions item #26 for more details).

This contract excludes any joint, caulking, sealant and/or gasket not specified above to include but not limited to metal-to-metal, metal-to-glass, glass-to-glass, expansion joint, or traffic joint.

4. STUCCO & MASONRY FINAL COAT:

One coat of paint as per attached painting specifications.

D. WOOD SURFACES:

Note: Work will be completed to meet Benjamin Moore/Sherwin Williams specifications and periodically inspected by a Benjamin Moore/Sherwin Williams representative.

1. REPAIRS:

RCI Painting will perform a visual inspection of all wood surfaces from ground level. Any visible wood repairs will be reported to the Association and/or Property Manager and can be repaired by **RCI Painting** at an additional cost. Upon the Association's request, **RCI Painting** will submit the cost of the repairs to the Association and/or Property Manager. **RCI Painting** will not make any repairs without a written authorization from the Association.

Note: **RCI Painting** cannot be liable for any wood issues that are not visible to the naked eye during visual inspection from ground level.

2. PREPARATION AND PRIMING:

All bare wood surfaces will be spot primed as per attached painting specifications.

Note: All glossy surfaces will be sanded to a dull finish before painting.

3. FINAL COAT:

One coat of paint as per attached painting specifications.

E. METAL SURFACES:

Note: Work will be completed to meet Benjamin Moore/Sherwin Williams specifications and periodically inspected by a Benjamin Moore/Sherwin Williams representative.

1. PREPARATION AND PRIMING:

All loose rust will be removed prior to the prime coat application by wire brushing or/and scrapping.

A Liquid Rust Converter (such as OSPHO) will be applied to all rusted surfaces and allowed to dry per the manufacturer's specification.

All bare non-ferrous metal surfaces will be spot primed with see attached painting specifications.

All bare metal door surfaces will be spot primed with see attached painting specifications.

Door surfaces: All door surfaces will be lightly sanded, cleaned, solvent wiped prior to paint application.

2. FINAL COAT:

One coat of paint as per attached painting specifications.

Note: Door surfaces will be checked if previously painted with Oil Base or Water base (Latex) Paint.

F. WARRANTY:

Note: Work will be completed to meet Benjamin Moore/Sherwin Williams specifications and periodically inspected by a Benjamin Moore/Sherwin Williams representative.

Benjamin Moore/Sherwin Williams will issue a **TEN (10) YEAR LABOR and MATERIAL** warranty for their products. This limited warranty is for stucco wall surfaces.

RCI Painting will issue a **TEN (10) YEAR LABOR and MATERIAL** warranty for our workmanship. This limited warranty is for stucco wall surfaces. If there is a paint failure on the stucco walls surfaces due to workmanship by **RCI Painting** personnel, **RCI Painting** will provide free labor to correct these problem(s).

RCI Painting excludes from this warranty all other areas, surfaces and finishes and further excludes acts of God, vandalism, structural or preexisting construction defects, prior coat delamination, rust, hydro-static pressure, damaged or missing vapor barrier, moisture intrusion, abuse, negligence, and/or issues related to or caused by chemical grouting, crack injection, crack rout & seal or repairs made by others.

SPECIAL MILDEW WARRANTY:

RCI Painting will issue its own **TWENTY-FOUR (24) MONTH WARRANTY** against growth of mildew on vertical stucco wall surfaces.

G. PRICES:

1. The painting price is: **\$9,885.00.**

The price includes all labor, supervision, equipment and specified materials for the:

Preparation and exterior painting of one (1) commercial building known as The West Settlers Condominium Association, Inc., located in Delray Beach, Florida.

2. Option – Prepare and repaint front doors: **\$600.00** Initial ____

H. TERMS:

1. **RCI Painting** requires **NO** down payment.
2. A payment will be due every two weeks per completed and inspected number of units/homes.
3. Any new arrangements, verbal promises, agreements, etc., that are not listed in this contract, must be added to this contract, in writing and initialed by both parties.
4. **RCI Painting** maintains a DRUG-FREE work place and SAFETY PROGRAM which complies with OSHA regulations.
5. **RCI Painting** is bonded, carries workmen's compensation insurances on all of its employees and holds a \$2,000,000 general liability.
6. For financial research, **RCI Painting** Dun & Bradstreet number is: 94-522-5811.
7. **RCI Painting** is a member of the Better Business Bureaus (BBB). Our rating with the Better Business Bureaus is **A+**.
8. **RCI Painting** licenses numbers are: Palm Beach: U-16498, Broward: 91-6607-P-R, Martin: MGPTG5743.
9. **Fiddler Roof Cleaning** licenses numbers are: Palm Beach: 2011-39848, Broward: 329-238440, Martin: CCC1330008.

I. GENERAL CONDITIONS:

1. Customer refers to the owner, association and/or Management Company. Any and all decisions made by the Customer shall be binding and cannot be subsequently changed or superseded by reason of a change in Customer Board Members.
2. Contractor refers to RCI Painting, their agents and/or subcontractors. Contractor shall furnish all Supervision, Labor, Specified Material and Equipment necessary to complete the agreed upon work for the named property per this proposal and cannot be subsequently changed or superseded by reason of a change in Contractor Board Members.
3. Customer shall grant the contractor permission to work in the areas to be painted and shall be required to prepare all work areas so as to be safely accessible and acceptable for Contractor. Access shall include trimming or tie back of landscaping and/or removal of impediments to areas to be painted such as screens or other accessories and appurtenances. Contractor will not be called upon to commence work until it deems sufficient areas are ready to allow logical, continued and efficient progress of work until completion. Removal and re-installing of screens will be the responsibility of the Customer. However, Contractor will remove the screens at no extra charge but installation of new screens will be Customer responsibility.
4. Customer shall designate one individual to represent the owner(s) in all matters pertaining to the work as it progresses and any negotiations between Customer and Contractor. Customer will ensure interference by unauthorized individuals will be controlled so as not to impede the smooth progression of the work.
5. Customer and/or association must provide water, electricity and all the necessary hook ups, at no cost to the Contractor as Contractor deems necessary to perform the work.
6. Customer shall be responsible to ensure all windows and doors shall be tightly closed during all exterior operations. Customer shall open and close all shutters in order to not delay Contractor.
7. Customer shall remove and protect miscellaneous items and loose objects within the designated work area such as, but not limited to potted plants, patio furniture, wind chimes, thermometers, rain gauges, clocks, alarm or entry keypads, doorbell buttons, ornaments. Customer shall arrange for vehicles of any type including but not limited to automobiles, trucks, campers, bicycles, trailers or boats to be moved from areas adjacent to building(s) where work is in progress.

8. Customer shall select, approve and sign for color acceptance prior to job start. This color selection must be reviewed and approved by RCI Painting as well prior to job start.
9. Change of colors may require additional cost(s). This proposal is prepared on the application of the same or similar color(s) to existing finish in color, tint and hue. Furthermore, when there is to be an exterior color change(s) unless otherwise previously agreed in writing this price is predicated on the condition that the material to be used will be of sufficient color depth, tint, hue and opacity to provide for one coat coverage over clear sealer, when applied under field conditions.
10. Customer shall be responsible for all, and obtain the necessary Architectural or Engineering Services necessary for, approvals, permits, permissions, plans, drawings necessary for the work from Owners, Boards, Associations and/or Governmental Agencies.
11. Contractor shall perform all work in a workmanlike manner by skilled mechanics and be carried out in such a manner as to minimize inconvenience to the occupants and tenants. All applicable standards adopted by the Painting and Decorating Contractors of America shall be incorporated into this contract.
12. Contractor shall determine the size of the work force, including a qualified foreman on the job at all times, as necessary for the means, methods and ongoing operations, and shall continuously and expeditiously proceed with the work until completion, weather permitting and access granted. Regular working hours are Monday through Friday from 8:00 am to 5:00 pm.
13. Contractor shall be responsible that their employees are fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the facility.
14. Contractor shall be responsible for the safety administration on the job, and must be in compliance with all OSHA safety regulations, City, State and Federal Laws.
15. Contractor will provide the customer with current certificates of insurance and licenses. Those certificates will be valid throughout the painting project. Contractor's insurance agent will notify the association of any cancellation or renewal of any contractor policies.
16. Contractor shall submit requirements for a staging area (shop and/or storage area) and the owner will make every effort to provide such an area. Protection of this storage area is the sole responsibility of the contractor and shall be left in a clean, safe, orderly and acceptable manner.

17. Contractor will use due care to identify areas of work where overspray or dripping may occur by marking with caution tape, rope, traffic cones, signs or a combination of the same. No damages will be paid for items located or parked within the identified areas.
18. Contractor shall be responsible for the protection of the occupant's property such as: screens, windows, walkways and all other areas from paint, splatter, drips or damage. Contractor assumes no liability or responsibility for damage to the interior surfaces or contents of the building caused by our operation.
19. Contractor will use most care to protect Customer and/or occupant's property from paint or damage.
20. Contractor has the first right of repairing or replacing a damaged article caused by the contractor employee. If it is necessary Contractor will hire a licensed party to repair or replace such damage.
21. Customer should not 'hold' or 'subtract' monies of the Contract to repair or replace such damage.
22. If customer repairs or replaces such damage without a written Contractor approval, Contractor will not be liable to reimburse Customer for such repair or replacement.
23. Contractor shall deliver specified materials to the job site in unopened containers and assume full responsibility for any materials stored on site. Contractor shall frequently remove trash caused by our operations and will not use the owner's facilities, unless previously agreed. Contractor shall remove all materials, equipment and debris resulting from our operations from the premises, exclusive of minor items such as but not limited to paint chips, dust or sand, within five working days from the final inspection by manufacturer, owner and contractor. For Interior work all areas shall be broom swept of debris caused by our operations.
24. Where paint, coating, caulk, sealant or other material(s) is damaged or has peeled, the loose edges shall be removed by hand sanding, hand scraping or wire brush or a combination of the above methods, as best as possible. However, prior edges may remain. The areas where paint, coating, caulk, sealant or other material(s) is missing, or loose/damaged, or has been removed, differences of aesthetic profile or texture may still remain. Previous stucco, concrete, caulking and/or sealant deficiencies such as but not limited to improper application/installation, excessive material, smears or improper material selection are not covered in this contract.

25. Paint delamination is the separation of one coating from another. Contractor will power wash all surfaces and seal/prime as per the painting specification but will only be responsible and warranty the new coat of paint it applied. If prior coats of paint are failing (paint delamination), lifting the new coat of paint with them, Contractor will not be responsible/liable for these repairs/issues.

26. Where the scope of work reads “Damaged caulk will be cut out and replaced”, this is to reference intermittent windows in the community. If all windows or the majority of the windows in the community need to have caulk removed and replaced, it will result in additional charges.

27. The removal of certain stains such as but not limited to rust stains caused by corrosion of imbedded ferrous materials or rust stains from irrigation systems, insects/pest, automotive fluids, under-laying conditions (such as milky stains under sealed pavers) and other stains are beyond our control.

28. Occasionally the contractor’s means and methods cleaning technique may reveal an unknown or unforeseen condition which is not included in the contract and requires additional labor and materials to complete the project. The contractor will make the customer aware of this condition(s). Contractor will solicit a remedy from the specification writer and provide a change order at additional cost(s) to the Customer, or when necessary Contractor will advise that another professional be contacted for direct contract with the Customer. In order to prevent undue delay, operations may continue in other areas when deemed possible and prudent by Contractor.

29. The paint that was applied on the floor surfaces has the maximum amount of non-skid material allowed per the paint manufacturer guidelines. Even with the non-skid material, floor surfaces may be slippery when wet also non-skid materials will wear-off with traffic and exposure to weather. Therefore, RCI Painting will not be liable for any slip-and-fall allegations. Please be aware that non-skid materials on painted surfaces will cause these surfaces to get dirty faster.

30. Any condition or situation not specifically included in this proposal shall be negotiated between the customer and the contractor, and attached in writing to the proposal/contract as an “addendum to the original proposal/contract”. When a discrepancy is found to exist between the specifications, technical data, published information, and/or other contract documents and this proposal/contract the more stringent may apply by Customer direction with the understanding and agreement that when Contractor is directed by Customer to perform work caused by the discrepancy, Contractor is entitled to recover from Customer any additional cost(s) including but not limited to cost(s) for supervision, labor, equipment, material and duration expenses, to include any and all overhead and profit for work ordered by Customer due to this discrepancy.

31. In case of non-payment (an invoice not paid within thirty (30) days), an interest rate of 1.25% shall be added to the unpaid balance due, per month. Contractor also reserves the right to lien any property that has not fulfilled their contractual payment. Lien and legal fees will be added to the contract price, and paid by the customer.

32. After sixty (60) days of non-payment, the account will be considered 'A Delinquent Account'. It will be sent to a legal collections agency and will require the Association/Owner(s) to pay legal fees in addition to the amount due and interest.

33. If it becomes necessary to hire an attorney to enforce any provision of the contract, the prevailing party shall be entitled to recover their costs and attorney's fees incurred prior to suit, as well as in litigation, appeal and any bankruptcy or administrative proceedings.

34. Whether attributable to contract, warranty, tort (including negligence), strict liability or otherwise, Contractor's responsibility for any claims, damages, losses or liabilities arising out of or related to its performance of this contract, including but not limited to any correction of defects under the Warranty, shall not exceed the contract price. In no event shall Contractor be liable for any special, indirect, incidental, consequential, or punitive damages of any character, including but not limited to damages claimed for loss of use of productive facilities or equipment, lost profits, governmental fines or penalties, lost production, or non-operation or increased expense of operation, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, strict liability or otherwise

35. No shareholder, member, officer, director, employee or agent of the Customer or the Contractor shall be personally liable, directly or indirectly, under or in connection with this agreement, or any document, instrument or certificate securing or otherwise executed in connection with this agreement, or any amendments or modifications to any of the foregoing, made at any time or times, hereto or hereafter, and the Customer and the Contractor and each of their successors and assigns, do hereby waive any such personal liability.

J. OTHER IMPORTANT NOTES:

1. **RCI Painting** will provide some paint to the Association for touch up purposes.
2. **RCI Painting** will help the Association with the color selection.
3. **RCI Painting** will rent (at its expense) a port-o-let for the use of its employees.
4. **RCI Painting** will have at all times a non-working supervisor (who will not be painting). The supervisor is fully skilled and speaks English. He will carry a cellular phone for means of communication.
5. **RCI Painting** will inspect all exterior surfaces for any existing damages before any work commences. This inspection will be taped by a video camera.
6. Paint manufacturer representative will make inspections of **RCI's Painting** work in progress and provide a copy of this report to the Association.
7. All equipment will be stored in a trailer that will be parked in a place designated by the Association (this trailer is approximately the size of a normal car).
8. All trash/debris resulting from our operations will be picked up on a daily basis by **RCI Painting**, exclusive of minor items such as but not limited to paint chips, dust or sand.
9. **RCI Painting** is bonded, carries workmen's compensation insurances on all of its employees and holds a \$2,000,000 general liability.
10. **RCI Painting** maintains a "DRUG FREE" place and a "SAFETY PROGRAM" which complies with all OSHA regulations.
11. **RCI Painting** will take necessary precautions, in terms of securing equipment and supplies, when a hurricane watch is declared.
12. Areas the contractor deems necessary will be masked to prevent paint from covering unwanted areas. When applicable special care will be applied to accordion shutters so paint does not affect their opening and closing.

K. ACCEPTANCE OF PROPOSAL:

The above (inclusive of pages 1 to 18) prices, specifications, terms and conditions are hereby accepted. In consideration for the price(s) quoted herein Contractor is authorized to do the work as specified. Payments will be made as outlined above.

The West Settlers Condominium Association, Inc. (Customer):

Name: _____ Signature: _____ Date: _____
Authorized Representative

The individual signing hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the above named Customer and that this Agreement is binding upon the named Customer in accordance with its terms.

Name: _____ Signature: _____ Date: _____
Authorized Representative

The individual signing hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the above named Customer and that this Agreement is binding upon the named Customer in accordance with its terms.

RCI Painting (Rainbow Colors, Inc.) (Contractor):

Name: _____ Signature: _____ Date: _____
Authorized Representative

The individual signing hereby represents and warrants that s/he is duly authorized to execute and deliver this agreement on behalf of RCI Painting (Rainbow Colors, Inc.) and that this Agreement is binding upon RCI Painting (Rainbow Colors, Inc.) in accordance with its terms.

Note: This proposal supersedes any and all prior proposals and/or prices for these work items in whole or any part thereof, and may be withdrawn if not accepted within 30 calendar days.

END OF PROPOSAL #27939



WEST SETTLERS
135 NW 5TH AVE | DELRAY BEACH | 33344

TWG ENTERPRISES

Painting | Waterproofing | Concrete Restoration



Tuesday, December 23, 2025

TWG ENTERPRISES

WEST SETTLERS
135 NW 5TH AVE | DELRAY BEACH | 33344
Scope of Work: Exterior Painting

TWG ENTERPRISES

PROFILE

Founded in 1994, TWG Enterprises has been providing quality painting and waterproofing services to South Florida for over 20 years. TWG's highly qualified staff of painters, supervisors, and product application experts makes us the right choice for any business looking for superior craftsmanship and value.

Our family owned and operated business takes pride in delivering high quality work on time and on budget. We're committed to our work and our customers. This approach enables us to build long lasting relationships and deliver long term success. And we'd have it no other way.

CONTACT

PHONE:
561.276.5440

WEBSITE:
www.twgenterprises.com/

EMAIL:
Toddg@twgenterprises.com

INCLUSIONS

1. Chemical treat all mildew areas to be painted.
2. Completely pressure clean all exterior surfaces to be painted
3. Seal all exterior masonry surfaces to be painted.
4. Caulk all windows and doorframes.
5. Patch all cracks.
6. Paint all masonry elevations.
7. Prime exterior of building.
8. Paint exterior of building.

TOTAL

\$9,200.00 This bid price is valid for 60 days.

ALTERNATES

1. Concrete repair \$70 per sq ft in specified areas
2. Apply stain to walkways with non slip aggregate **Total \$3800**
3. Prepare and paint specified railings **Total \$1800**
4. Painting of all specified exterior doors (included at no additional charge)

OPTIONS

N/A

EXCLUSIONS TO BID

Areas that are not indicated within this specification, contract, scope of work document

PAYMENT SCHEDULE

30% deposit, Balance due upon receipt .

Please Sign on Approval

TWG Enterprises

Carmine Gallo

f. Written Verification of Color Change Approval – If the applicant is proposing to change the color of the building, the color change must be approved by the City’s Planning & Zoning Department prior to the submission of the application.

-N/A

From: [Hewett, Michelle](#)
To: [Weber, Mackenzie](#)
Cc: [Tibbs, Christine](#); [Paliwoda, Katherina](#)
Subject: RE: 135 NW 5th Ave - Paint
Date: Wednesday, March 11, 2026 1:50:50 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Good afternoon,
Thank you for reaching out. If it is the same colors, you do not need to submit for that request.

Thank you!

Thank you and Stay safe

Michelle Hewett

Senior Planner
City of Delray Beach
Development Services Department
100 NW 1st Avenue
Delray Beach, FL 33444
561-243-7000 ext. 7546
hewettm@mydelraybeach.com
www.delraybeachfl.gov



PUBLIC RECORDS NOTE: Florida has a very broad public records law. Most written communications to or from local officials, employees, or the general public regarding city business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

From: Weber, Mackenzie <WeberM@mydelraybeach.com>
Sent: Tuesday, March 10, 2026 11:48 AM
To: Hewett, Michelle <hewettm@mydelraybeach.com>
Cc: Tibbs, Christine <tibbsc@mydelraybeach.com>
Subject: 135 NW 5th Ave - Paint

Hi Michelle,

Quick question - If we paint the West Settlers Building (135 NW 5th Ave) the same as the existing colors, will that require a permit? If so, what type?

Thanks!

Mackenzie Weber

Redevelopment Coordinator

Delray Beach Community Redevelopment Agency

Follow us on: | [Facebook](#) | [Instagram](#) | [Delraycra.org](#)



DELRAY BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

20 North Swinton Avenue

Delray Beach, Florida 33444

Phone: 561-276-8640

Fax: 561-276-8558

Email: weberm@mydelraybeach.com

www.delraycra.org

PUBLIC RECORDS NOTE: Florida has a very broad public records law. Most written communications to or from local officials, employees, or the general public regarding city business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

g. Verification of Signage Approval from the City (i.e. approved permit)

-N/A

h. Photographs of the existing exterior condition of the property



Front



Front



Front



Front



Front



Front



Front



Front



Left



Left



Left



Left



Left



Left



Left



Left



Left



Left



Left



Rear



Rear



Rear



Rear



Rear



Right



Right



Right

i. Proof of historic designation (contributing or historic structure), if applicable.

-NA

j. Completed W-9 Form – A form completed by the vendor(s) that should be paid must be on file with the CRA.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Rainbow Colors, Inc.</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>dba RCI Painting & Waterproofing</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) </p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>630 Industrial Ave. Suite 1</p> <p>6 City, state, and ZIP code</p> <p>Boynton Beach, FL 33426</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number																					
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>											<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>										
OR																					
Employer identification number																					
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>											<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>										

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 1/1/2025
------------------	--------------------------	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they