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October 2, 2014

Stephen Skakandy, Property Manager
Jupiter Management, LLC
1340 US Highway One, Suite 102
Jupiter, FL 33469

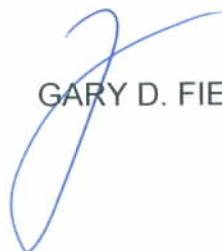
Re: West Bay at Jonathan's Landing - Restated Documents

Dear Steve:

Enclosed please find the original, recorded restated documents. These documents may now be published to the membership.

Please call if there are any questions in this regard.

Sincerely,


GARY D. FIELDS

GDF:hs (enclosure)

Record and return to:
Gary D. Fields, Esq.
LAW OFFICE OF GARY D. FIELDS, P.A.
4440 PGA Boulevard, Suite 308
Palm Beach Gardens, FL 33410



CFN 20140353594
OR BK 27056 PG 0201
RECORDED 09/24/2014 10:12:40
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0201 - 251; (51pgs)

**RESTATED GOVERNING DOCUMENTS OF
WEST BAY AT JONATHAN'S LANDING**

THESE RESTATED GOVERNING DOCUMENTS are set forth this 26th day of August, 2014, by WEST BAY AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida not-for-profit corporation, for the purpose of inserting all amendments through this date into the body of the governing documents, to create more easily readable versions of the Declaration, Articles of Incorporation, and By-Laws. The documents included herein are as follows:

DECLARATION OF CONDOMINIUM FOR WEST BAY AT JONATHAN'S LANDING, originally recorded at Official Records Book 6227, Page 671, of the Public Records of Palm Beach County, Florida;

ARTICLES OF INCORPORATION OF WEST BAY AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC., originally recorded at Official Records Book 6227, Page 758, of the Public Records of Palm Beach County, Florida;

BY-LAWS OF WEST BAY AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC., originally recorded at Official Records Book 6227, Page 764, of the Public Records of Palm Beach County, Florida; and

All amendments of the above-referenced documents through the above date.

(Note: Exhibits to the above documents are not included herein)

(The Restated Governing Documents are attached hereto)

The recording of these Restated Governing Documents has been duly approved by the Board of Directors of the Association.

**WEST BAY AT JONATHAN'S LANDING
CONDOMINIUM ASSOCIATION, INC.,**
a Florida Not-for-Profit Corporation

Witnesses:

[Signature]
(signature)

Peggy Greene
(printed name)

[Signature]
(signature)

Cindy Boldin
(printed name)

By: [Signature]
_____, President

[Signature]
(signature)

Peggy Greene
(printed name)

[Signature]
(signature)

Cindy Boldin
(printed name)

Attest: [Signature]
ALBERT E. SULLIVAN JR., Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of August, 2014, by Vern Trowbridge, as President, and Albert Sullivan Jr., as Secretary, respectively, of WEST BAY AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC., who are personally known to me or have produced _____ as identification and who did take an oath.



(Notary Seal)

[Signature]

Notary Public
State of Florida
My Commission Expires: Aug. 30, 2015

WEST BAY AT JONATHAN'S LANDING
CONDOMINIUM ASSOCIATION, INC.
RESTATED DECLARATION OF CONDOMINIUM

I

SUBMISSION AGREEMENT

The undersigned Association being the owner of record of the fee simple title to the real property, situate, lying and being in Palm Beach County, Florida, as more particularly described and set forth as the Condominium Property in the survey and Exhibit A attached by the Developer, which were made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained and not personally owned by Unit Owners), hereby states and declares that said realty, together with all improvements thereon, is submitted to condominium ownership, pursuant to the Condominium Act of the State of Florida, Chapter 718, Florida Statutes (1987), as amended prior to the execution of that version of the Declaration, and the provisions of said Act are hereby incorporated by reference and included herein, and does herewith file for record this amendment to the Declaration of Condominium, which was originally filed and recorded in 1988 and subsequently amended.

Definitions - As used in this Declaration of Condominium and the Exhibits attached hereto and the By-Laws of the WEST BAY AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC., and all amendments thereof, the following definitions shall prevail:

A. Apartment Building or Condominium Building means each structure containing Units constructed on the Condominium Property.

B. Articles means the Articles of Incorporation of the Association, as they exist from time to time.

C. Assessment means a share of the funds required or the payment of Common Expenses which from time to time is assessed against the Unit Owner.

D. Association means that incorporated association whose name appears at the end of the Declaration as a non-profit corporation organized under the laws of the State of Florida, being the entity responsible for the operation of the Condominium.

E. By-Laws means the By- Laws of the Association, as they exist from time to time.

F. Common Elements means the portions of the Condominium Property not included in the Units. As used in this Declaration, it shall mean both Common Elements and Limited Common Elements unless the context otherwise requires.

G. Common Expenses means the expenses for which the Unit Owners are liable to the Association.

H. Common Surplus means the excess of all receipts of the Association collected on behalf of the Condominium including, but not limited to, assessments, rents, profits and revenues over the amount of the Common Expenses.

I. Condominium means that form of ownership of real property under which Units are subject to ownership by one or more owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements.

J. Condominium Act means and refers to the Condominium Act of the State of Florida [(Chapter 718, Florida Statutes (1987))].

K. Condominium Documents means this Declaration, all Exhibits previously adopted and incorporated herein by reference, including the Articles and the By-Laws, all as may be amended from time to time.

L. Condominium Parcel means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

M. Condominium Property means and includes the lands that are subject to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

N. Declaration or Declaration of Condominium means this instrument, as it may be from time to time amended.

O. Developer means the Delaware corporation whose name appears at the end of the Declaration of Condominium as "Developer", its successors or assigns.

P. Institutional Mortgage means a mortgage held by an Institutional Mortgagee.

Q. Institutional Mortgagee means a bank, savings and loan association, insurance company, union pension fund, real estate investment trust or Massachusetts business trust or an agency of the United States Government, or a lender generally recognized in the community as an institutional type lender. The Board of Directors shall, in its sole discretion, determine in case of question who is an institutional mortgagee. A mortgage may be placed through a mortgage or title company.

R. Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

S. Occupant means the person or persons, other than the Unit Owners in possession of a Unit.

T. Property Owners Association means the J.L. Property Owners Association, Inc., a non-profit Florida corporation, described in Article XVII of this Declaration.

U. Unit means that part of the Condominium Property which is subject to private ownership.

V. Unit Owner or Owner of Unit means the owner of a Condominium Parcel.

W. Security System means the head-end equipment and underground cable which provides the basic cable television signal and security system which interconnects to the individual residential units, the head-end building and the guard houses.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meanings attributed to said terms by §718.103, Florida Statutes (1987) as amended from time to time.

II

NAME

The name by which the Condominium is to be identified is as specified at the top of the first page of this Declaration.

III

IDENTIFICATION OF UNITS

The improvements on the Condominium Property will include one hundred thirty (130) Units. The survey exhibits, including a survey of the land, graphic description of the improvements in which the Units are located and a plot plan, all of which, together with this Declaration, the Certificate of the Professional Land Surveyor attached thereto, and the legends and notes thereto are recorded in the Clerk's Office of Palm Beach County, formerly a part of Exhibit A are maintained in the office of the management company of the Association. The legends and notes in Exhibit A are incorporated herein by reference and hereby made a part hereof. The construction of improvements was to be completed in accordance with the survey exhibits and the Developer was required to cause a certificate of a Professional Land Surveyor to be recorded certifying such completion and noting variations, if any, from Exhibit A.)

IV

DESCRIPTION OF IMPROVEMENTS

A. Buildings and Units. The improvements in the Condominium consist of fifteen (15) Apartment Buildings containing an aggregate of one hundred twenty two (122)

residential Units. In addition, there are four (4) single floor buildings, each of which contains two Units, for a total of one hundred thirty (130) Units. No Unit bears the same designation as any other Unit, and each Unit is identified as an "apartment" with a different number. The Units consist of improvements and airspace only. No part of the land surrounding the Buildings is included in any Unit. No Unit may be subdivided and no action for partition of a unit shall lie.

Each of the fifteen (15) Apartment Buildings is a two-story structure containing either four (4), eight (8) or ten (10) Units. The fifteen apartment buildings are denoted as letters A through O on the architectural plan of the Condominium Property. In addition there are four single-floor buildings, each with two units designed in reverse fashion. On the architectural plan they are designated Buildings P, Q, R, and S. There are five (5) basic types of floor plans for the Units, referred to as A; B-1; B-2; C-1; and C-2. Each Unit shall have an equivalent "reverse" design to it, identified as A Reverse; B-1 Reverse; B-2 Reverse; C-1 Reverse; and C-2 Reverse, which will be located in the Apartment Buildings in accordance with Developer's architectural and design planning. Each Unit shall have an enclosed garage which shall be conveyed with the Unit and shall be considered to be part of the Unit; provided, however, the garage shall not be used as living quarters or for any commercial purpose. In addition, each Unit identified as an upper level Unit shall include as part of that Unit the stairway access to that Unit consisting of the entrance foyer, stairwell and stairway as depicted on the architectural plans. Each lower level Unit and each single floor Unit shall also include, as part of the Unit, the concrete slab patio or patios or court contiguous to such Unit. Each Unit shall also include an air compressor located outside of the Building. Each of the Units in this Condominium is of one (1) story, except for the upper Units which are two (2) stories by virtue of the stairway access and garages, and the boundaries and relative location of each Unit are re-described in the architectural plans.

B. Limited Common Elements.

1. Assigned Parking Spaces. Each Unit shall be assigned one uncovered parking space which shall be for the use of that Unit only to the exclusion of other Units. Maintenance of all parking spaces shall be the responsibility of the Association.

2. Golf Cart Spaces. Each Unit, except as provided below, shall be assigned a space with a recharging outlet for an electric or non-fossil fuel powered golf cart. All such golf carts must be stored in the assigned space. Maintenance of the golf cart spaces shall be the responsibility of the Association, provided, however, a golf cart space shall comprise a portion of and shall not be a Limited Common Element of, each "D" type Unit and such golf cart spaces shall be the maintenance responsibility of the respective Unit Owner.

3. Walkways. The exterior walkways leading to and from each Unit shall be Limited Common Elements of the respective Units. The Association shall repair the walkways and have them cleaned annually, but any cleaning of a walkway desired by a Unit Owner more frequently than annually shall be at the expense of and the responsibility of the Unit Owner.

4. Pergola. There will be a pergola covering a portion of the walkway for each end Unit and each single floor Unit. Each pergola shall be a Limited Common Element of the respective Unit whose walkway it covers. Maintenance of the pergolas shall be the responsibility of the Association.

5. Concrete Pads. The maintenance replacement and repair of the concrete pads on which are situated the Units' air compressors shall be a common expense and the responsibility of the Association.

V

OWNERSHIP OF COMMON ELEMENTS

Each Unit Owner shall own, as an appurtenance to his Unit, an undivided interest in the Common Elements, which undivided interest shall be an equal fraction of the 130 Units and the common expenses and common surplus. Such undivided interest in the Common Elements shall be deemed to be conveyed along with the Unit and any attempt to separate the fee title to a Unit from the undivided interest in the Common Elements appurtenant to such Unit shall be null and void.

VI

THE OPERATING ENTITY

The operating entity of the Condominium shall be a corporation not for profit, pursuant to Chapter 617, Florida Statutes (1987), as amended from time to time, which shall be organized and fulfill its functions pursuant to the following provisions.

A. The name of the Association shall be West Bay at Jonathan's Landing Condominium Association, Inc. A copy of the Articles of Incorporation creating the Association shall be attached to this Declaration and hereby made a part hereof, and are on file with the State of Florida and the public records of Palm Beach County. They also have been distributed to each Unit.

B. The Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration and the By-Laws of the Association, and all of the powers and duties necessary to operate the Condominium Property as set forth in this Declaration and the By-Laws, as amended from time to time.

C. The members of the Association shall consist of all the record owners of Condominium Parcels in the Condominium, and their voting rights shall be as provided in Article VII below and in the By-Laws attached hereto.

D. The affairs of the Association shall be directed by the Board of Directors, which shall be in the number and designated in the manner provided in the By-Laws.

E. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

F. The Association shall have the power to levy assessments against all members of the Association in order to defray the expenses incurred in carrying out its lawful purposes. Such assessments are hereby declared to be Common Expenses to the Condominium Property declared by this Declaration, or by amendment to this Declaration, as provided in Article VIII of this Declaration.

VII

VOTING RIGHTS

There shall be one (1) person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners; such person shall be known (and is hereafter referred to) as a voting member. If a Unit is owned by more than one person, those persons shall designate one of their number as a voting member, or in the case of a corporate Unit Owner, limited partnership or similar legal entity, an officer or employee thereof shall be the voting member. The designation of the voting member shall be made as provided by and shall be subject to the provisions and restrictions set forth in the By-Laws. The total number of votes in the Association shall be equal to the total number of Units in the Condominium and each Unit shall have no more and no less than one (1) equal vote in the Association. If one entity, individual or corporation owns more than one Unit, it shall have as many votes as Units it owns. The vote of a Unit is not divisible.

VIII

COMMON EXPENSE AND COMMON SURPLUS

The Common Expenses of the Condominium Unit Owners are their prorated share of the moneys required to be expended by the Association. The Unit Owner's share of Common Expenses shall be stated as a fraction of the total Common Expenses incurred, said fraction being the same as the Unit Owner's undivided interest in the Common Elements.

Any Common Surplus of the Association shall be owned by each of the Unit Owners in the same proportions as their fractional ownership interest in the Common Elements, any Common Surplus being the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues over the amount of the Common Expenses of the Condominium. Each Unit Owner's share of the Common Surplus shall not be subject to disposition except as part of the Owner's Unit.

IX

BY-LAWS

The operation of the Condominium Property shall be governed by the By-Laws of the Association, which are recorded at Official Records Book 6227, Page 764, of the Public Records of Palm Beach County and have been subsequently amended and hereby made a part of this Declaration. Every owner of a Condominium Parcel, whether he has acquired his ownership by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws of the Association, and the provisions of this Declaration.

No modification of, or amendment to, the By-Laws of the Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration recorded in the Public Records of Palm Beach County, Florida. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to the Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record.

X

ASSESSMENTS

The Association, through its Board of Directors, shall fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses and such other sums as are specifically provided for in this Declaration and Exhibits attached hereto and the By-Laws. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration.

The Common Expenses shall be assessed against each Unit Owner, as provided for in Article VIII of this Declaration. Special assessments shall be assessed against each Unit Owner as provided in this Declaration and the By-Laws. In the event Assessments are unpaid for over ten (10) days after due date the Board of Directors may require that said Assessments shall bear interest at the rate of eighteen percent (18%) per annum from date due until fully paid. A default in the payment of assessments for more than thirty (30) days shall cause the Unit Owner's assessment for the next quarter to be immediately due and payable and it shall bear interest at eighteen percent (18%) per annum until fully paid. Upon such thirty (30) day default, the Association shall give prompt notice to the Unit Owner's Institutional Mortgagee, if any, of said default.

The Association shall have a lien on each Condominium Parcel pursuant to Chapter 718, Florida Statutes (1987), as amended from time to time, together with a common law lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such assessment or the enforcement of such lien, together with all sums for taxes and

payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a Unit Owner in payment of his obligation under the Association's Articles of Incorporation and By-Laws. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same, if deemed in the Association's best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced.

Where the mortgagee of an Institutional Mortgage of record or other purchaser of a Unit obtains title to a Condominium Parcel as a result of foreclosure of the Institutional Mortgage, or when an Institutional Mortgagee of record accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the full unpaid share of Common Expenses which became due prior to acquisition of title as a result of foreclosure unless such share was secured by a claim of Lien for assessments that is recorded in the Public Records of Palm Beach County prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses shall be deemed to be a Common Expense collectible from all the Unit Owners, including such acquirer, his successors and assigns, except as provided in the last paragraph of this Article X.

Any person who acquires an interest in a Unit, except through foreclosure of an Institutional Mortgage of record as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing by the former Unit Owner have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to any Unit Owner or group of Unit Owners, or to any third party. Anything herein to the contrary notwithstanding, the Association lien rights shall be subordinate to any first mortgage held by an Institutional Mortgagee.

XI

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the members of the Association called and convened in accordance with the By-Laws by the affirmative vote of voting members casting not less than a majority, i.e., sixty six (66) of the total eligible votes of the Association.

All amendments shall be recorded in the Public Records of Palm Beach County and certified as required by the Condominium Act and shall become effective upon

such recording. No amendment shall change the size or location of any Condominium Parcel, nor a Unit's share of the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof and all record owners of mortgages, or other voluntarily placed liens thereon, shall join in the execution of the amendment. No amendment shall be passed, which will impair or prejudice the rights of any Institutional Mortgagees and priorities of any Institutional Mortgages or change the provisions of this Declaration with respect to Institutional Mortgagees without the written approval of all Institutional Mortgagees of record, nor shall the provisions of Article XII of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

XII

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. Sale or Rental of Units - Association to Have Right of First Refusal. In the event any Unit Owner wishes to sell, lease or rent his Unit, the Association shall have the option to purchase, rent or lease said Unit upon the same terms and conditions as are offered by the Unit Owner to a third person. Any attempt to sell, rent or lease said Unit without prior offer to the Association shall be deemed a breach of this declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Should a Unit Owner wish to sell, lease or rent his Condominium Parcel, he shall, before accepting any offer, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, two bank references and three individual references (local, if possible), and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned. The Association shall also charge a transfer fee in the amount of One Hundred Dollars (\$100.00), or such other amount as allowed by law and determined by the Board of Directors, from time to time. Said fee shall be paid along with the application and other information to be provided to the Association and shall be part of the notice to the Association.

The Board of Directors of the Association, within ten (10) days after receiving such notice and such supplemental information as it shall have required, shall (i) consent to the transaction specified in said notice, or (ii) by written notice to be delivered to the Unit Owner's Unit (or mailed to the place designated by the Unit Owner in his notice) designate as the purchaser, tenant or lessee the Association, or one or more persons who are then Unit Owners, or any other person(s) satisfactory to the Board of Directors who are willing to purchase, lease or rent, upon the same terms as those specified in the Unit Owner's notice or (iii) object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors to the

Unit Owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease.

The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the Unit Owner's notice. Thereupon, the Unit Owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s) or failure of such person(s) to make such offer within the said fourteen (14) days, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the Unit Owners' notice, and the Unit Owner shall be free to make or accept the offer specified in his notice and sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named there in within ninety (90) days after his notice was given.

The Association shall have the right to require that a substantially uniform form of lease be used or, in the alternative, the Board of Directors' approval of the lease form to be used shall be required. There shall be only two (2) tenancies allowed per year per unit and each tenancy must be for a period of thirty (30) days or more. After approval as herein set forth, a Unit may be rented, provided occupancy is only by the lessee, his immediate family and guests. No Individual rooms may be rented, and no transient tenants may be accommodated. No tenant shall sublease or subrent a Unit.

The consent of the Board of Directors of the Association shall be in recordable form, signed by two officers of the Association, and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors of the Association, shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

Where a corporate entity is the owner of a Unit, it may designate the occupants of the Unit as it desires without compliance with the provisions of this Section A of this Article XII, provided, the Association is notified as to the identity of the occupants and the term of residency. There shall be no more than four (4) terms of residency in such Unit during any one (1) year. The foregoing shall not be deemed an assignment or leasing of a Unit.

B. Mortgage and Other Alienation of Units.

1. A unit Owner may not mortgage his Unit or any interest therein without the approval of the Association, except to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association, and said approval, if granted, shall be in recordable form, executed by two officers of the Association after payment of a reasonable fee to the Association for the processing of the approval, which fee shall not exceed the statutory limit.

2. No judicial sale of a Unit, nor any interest therein, shall be valid unless:

(a) the sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two officers of the Association and delivered to the purchaser, or

(b) the sale is a result of a public sale with open bidding.

3. Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approval by the Board of Directors of the Association, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

4. The foregoing provisions in this Article XII shall not apply to transfers by a Unit Owner to any member of his immediate family (viz, spouse, children or parents).

The phrase "sell, rent or lease, in addition to its general definition, shall be defined as including the transferring of a Unit Owner's interest by gift, devise or involuntary or judicial sale.

In the event a Unit Owner dies and his Unit is conveyed or bequeathed to some person other than his spouse, children, or parents, or if some person is designated by the decedent's legal representative to receive the ownership of the Unit, or if, under the laws of descent and distribution of the State of Florida, the Unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors may, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devise or descent, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium Parcel.

If the Board of Directors of the Association shall consent, ownership of the Condominium Parcel may be transferred to the person, or persons so designated, who shall thereupon become the owner(s) of the Condominium Parcel, subject to the provisions of this Declaration and Exhibits attached hereto.

If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after the last above-mentioned thirty (30) days within which to purchase or to furnish a purchaser for cash for the said Condominium Parcel at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for the county wherein the Condominium is located upon ten (10) days' notice on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representative of the deceased owner out of the amount realized from the sale of such Condominium Parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium Parcel within such period and upon said terms, the person or persons so designated may then, and

only in such event, take title to the Condominium Parcel subject to the provisions of this Declaration and the Exhibits attached hereto; or, such person or persons or the legal representative of the deceased owner may sell the said Condominium Parcel, and such sale shall be subject in all respects to the provisions of this Declaration and Exhibits attached hereto.

5. The liability of the Unit Owner under the covenants of this Declaration shall continue, notwithstanding the fact that he may have leased or rented said interest, as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the By-Laws of the Association and the Articles of Incorporation, as well as the provisions of the Condominium Act.

C. Special Provisions Regarding Leasing, Mortgaging, or Other Alienation by Institutional Mortgagees.

1. An Institutional Mortgagee holding a mortgage on a Condominium Parcel, upon becoming the owner of a Condominium Parcel through foreclosure or by deed in lieu of foreclosure, or whoever shall become the acquirer of title at the foreclosure sale of an Institutional Mortgage or of the lien for Common Expenses shall have the unqualified right to sell, lease or otherwise transfer said Unit, including the fee ownership thereof, and/or to mortgage said Condominium Parcel, without prior offer to the Board of Directors of the Association and without the prior approval of the said Board of Directors. The provisions of Section A and B(1) through B(5) of this Article XII shall be inapplicable to such Institutional Mortgagee or acquirer of title, as are foredescribed in this paragraph.

XIII

INSURANCE PROVISIONS

The Board of Directors, as required by Florida Law, Chapter 718.111, et seq., as same may be amended from time to time, shall use its best efforts to protect the Association, the property's common elements, and the condominium property that is required to be insured by the Association by obtaining policies for public liability and property damage, fire and extended coverage, vandalism, malicious mischief, wind damage, workman's compensation, and any other insurance required by Florida Law or deemed desirable by the Board of Directors. In addition, in its discretion, the Board may also obtain and maintain liability insurance for directors and officers, insurance for the benefit of association employees and flood insurance for the common elements and association property.

XIV

MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair and management of the Condominium Property and any Association property. The manager may assist in

determining the budget, and collecting assessments, as provided by this Declaration and By-Laws.

B. After the completion of the improvements included in the Common Elements contemplated by this Declaration and amendments thereto, there shall be no alteration or further improvement of Common Elements without prior approval in writing by the Unit Owners of all the Units, the Property Owners Association, and the Property Owners Association's Design Control Board. There shall be no change in the shares and rights of a Unit Owner in the Common Elements altered or further improved.

C. Each Unit Owner Agrees As Follows:

1. To maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the plaster comprising the walls, the ceilings and floors, floor coverings, and his screening and window systems), and the entire interior of his Unit, and to maintain and repair the fixtures and equipment therein, including, without limitation thereto, the following, where applicable: air conditioning and heating units, refrigerators, stoves, fans, hot water heaters, dishwashers and all other appliances, drains, plumbing fixtures and connections, sinks, electric panels, interior doors, and fixtures within the Unit; garage doors, window systems, screening and glass, exterior light fixtures, sliding glass doors; the air conditioning compressor located outside the Unit, ; and to pay for all his utilities, i.e., electric, water, sewage, and telephone.

2. Not to make or cause to be made any structural addition or alteration to his Unit or to the Common Elements. Alterations within a Unit may be made with the prior written consent of the Association, the Property Owners Association's Design Control Board, and all mortgagees holding a mortgage on the Unit.

3. To make no alterations, decorations, repairs, replacements, or changes to the Common Elements or to any outside or exterior portion of the Apartment Building(s) whether within a Unit or part of the Common Elements. Unit Owners may use such contractor or subcontractor within their Units as is approved by the Board of Directors and the Property Owners Association's Design Control Board. Said parties shall comply with the rules and regulations adopted by the Board of Directors and the Property Owners Association's Design Control Board. The Unit Owner shall be liable for all damages to another Unit, the Common Elements or the Condominium Property caused by the Unit Owner's contractor, subcontractor or employee, whether said damages are caused by negligence or otherwise.

4. To allow the Board of Directors or the agents or employees of the Association to enter into any Unit for purposes of maintenance, inspection, repair or replacement of the improvements within the Units or the Common Elements, or to determine, in case of emergency, circumstances threatening Units or the Common Elements, or to determine compliance with the provisions of the Declaration and the By-Laws of the Association.

5. To show no signs, advertisements or notices of any type on the Common Elements, Limited Common Elements, or his Units; to erect no exterior antenna or aerial; and not to install any wires, conduits, or connections of any type which affect the exterior appearance of the Unit. The foregoing includes signs within a Unit which are visible from the outside of the Unit.

D. In the event the Owner of a Unit fails to maintain said Unit as required herein, or makes any alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy assessments against the Owner of a Unit, and the Unit itself, for such necessary sums to remove any unauthorized addition or alterations, and to restore the Unit or Common Elements to good condition and repair. Said assessments shall have the same force and effect as all other special assessments. The Association shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a Unit at all reasonable times to do such work as is deemed necessary by the Association to enforce compliance with the provisions thereof.

E. The Property Owners Association's Design Control Board shall determine the exterior color scheme of the Condominium Building(s) and all exterior color schemes of the Apartment building(s) and all exteriors, and no Unit Owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, including screening on the screened porch or balcony, without the written consent of the Property Owners Association's Design Control Board and this Association's Board of Directors.

F. The Association shall be responsible for the Condominium Property and shall provide the following as a common expense:

1. All outside maintenance of the Condominium Property.
2. Except as may be specifically provided otherwise, the replacement and repair of the Common Elements, except as specifically provided otherwise, including:
 - a. all plumbing lines.
 - b. all electrical systems.
 - c. the master water and sewer system.
 - d. the water line from the Unit's meter to the unit's water shut-off valve.
 - e. all roads and paths on the Condominium Property, and

f. all Condominium Property not required to be maintained, repaired, or replaced by the Unit Owners.

3. A monthly pest control service for the Condominium Property.
4. An annual subterranean inspection of the Condominium Property, and
5. An annual inspection of all Condominium Property not required to be maintained by the Unit Owners.
6. In addition the Association shall paint exterior doors, and shall bear the cost of painting the exterior doors, exterior windows and frames, exterior sliding screen doorframes, and exterior porch screen frames.

Notwithstanding the Unit Owner's duty of maintenance, repair, replacement and his other responsibilities as to his Unit, as hereinbefore provided in this Declaration, the Association may enter into an agreement with such firms and companies as it may determine to provide certain services and/or maintenance for and on behalf of the Unit Owners in the Condominium whereby maintenance and service are provided on a regularly-scheduled basis for air conditioning maintenance and service and appurtenances thereto, exterminating Service and other types of maintenance and service as said Association deems advisable and for such period and on such basis as it determines. Said agreement shall be on behalf of all Unit Owners, and the assessments due from each Unit Owner for Common Expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge of said maintenance or service. Each unit Owner shall be deemed a party to said agreement with the same force and effect as though said Unit Owner had executed said agreement and it is understood and agreed that the Association shall execute said agreements as the agent for the Unit Owners. The aforesaid assessment shall be deemed to be an Assessment under the provisions of Article X of this Declaration.

XV

LIMITED COMMON ELEMENTS

Those areas reserved for the use of certain Unit Owners or a certain Unit Owner, to the exclusion of other Unit Owners, are designated as "Limited Common Elements" and are shown and located on the survey and other documents incorporated herein and formerly referred to as Exhibit A. Such documents are recorded in the public records of Palm Beach County, and maintained in the offices of the Association's management company. Any expenses for maintenance, repair or replacement relating to Limited Common Elements shall be treated and paid for as part of the Common Expenses of the Association, except as provided in Article XV.B.3. herein. Should said maintenance, repair or replacement be caused by the negligence of or misuse by a Unit Owner, his family, guests, servants and invitees, he shall be responsible therefor, whether or not he is the Unit Owner or one of the Unit Owners for whom the Limited Common Element is reserved, and the Board of Directors shall have the right to collect all resulting damage costs from such Unit Owner.

XVI

TERMINATION

This condominium may be voluntarily terminated in the manner provided for in 718.117, Florida Statutes (1987), as amended from time to time, at any time. In addition thereto, when there has been "very substantial" damage, as defined in the insurance provisions of Florida Statute Section 718.111 et. Seq.

XVII

PROPERTY OWNERS ASSOCIATION

Each Owner of a Unit subject to this Declaration shall be a member of the J.L. PROPERTY OWNERS ASSOCIATION, INC. (the Property Owners Association). The Property Owners Association is a non-profit Florida corporation, created for the purpose of enforcing the JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS and all amendments thereto, to which this Condominium Property is subject, fulfilling all obligations imposed by said JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS, and enabling all property owners within Jonathan's Landing to have a fair and equitable manner of governing the use and maintenance of the land within that certain Planned Unit Development known as Jonathan's Landing.

In addition to the Owners of Units subject to this Declaration, the members of the Property Owners Association shall consist of, and be limited to, those persons or corporations holding the following interests in real property located within Jonathan's Landing:

1. Record fee title to any parcel, lot or unit as described in the JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS, as it may be amended from time to time.
2. Record fee title to any parcel upon which a residential rental apartment structure is constructed.
3. A leasehold interest of record of a duration greater than ninety-eight (98) years in any of the interests listed in sub-section 1. and 2. Above.

The expense of fulfilling the obligations imposed upon it by the Jonathan's Landing Declaration of Covenants and Restrictions will be borne by the members of the Property Owners Association as set forth in the Articles of Incorporation and By-Laws of the Property Owners Association. The Property Owners Association will periodically assess its members in an amount sufficient to defray its expenses.

The Property Owners Association shall have a lien right on each and every Condominium Parcel for its unpaid assessments, together with interest thereon. Should any such assessment remain unpaid for a period of thirty (30) days after becoming due, the

Property Owners Association may file a lien against the Condominium Parcel and foreclose said lien in the manner provided by law. Any foreclosure action will entitle the Property Owners Association, if it prevails, to recover costs and reasonable attorneys' fees against the Unit Owner, to and including fees and costs pertaining to appellate proceedings. In no event shall any such lien affect the priority of any Institutional Mortgage as defined herein.

In addition, in the event that the WEST BAY AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC. fails to maintain the Condominium property the Property Owners Association may, with the consent of the Association, enter upon the premises and maintain those areas in neglect. The cost of such maintenance may be assessed against each and every member of the WEST BAY AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC. as an individual assessment at a uniform rate.

There has been created pursuant to the JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS a perpetual easement over the major road and promenade system within JONATHAN'S LANDING and on all minor roads and promenades located within each and every parcel or sub-parcel within JONATHAN'S LANDING, including the Condominium Property, for the benefit of all record title owners, so long as record title is held, of any parcel, lot or unit within JONATHAN'S LANDING and their family and guests.

XVIII

MISCELLANEOUS PROVISIONS

A. Description of Units. Each Unit is located and bounded as shown on the architectural documents. The following is intended to set forth the precise perimetrical and upper and lower boundaries of the Units:

1. Perimetrical Boundaries of Units. The precise perimetrical boundaries of all Units is the exterior (i.e. unexposed) surface of all drywall bounding the Unit; the undecorated interior surfaces of any window frames, window sills, doors and door frames bounding the Unit, and the interior surfaces of any window panes or sliding glass door panes bounding the Unit. Where a screened porch, patio or balcony exists, the perimetrical boundary shall be the interior surface of such screen. All load bearing walls or columns are specifically excluded from the Units.

2. Lower Boundaries of Units. - The precise lower boundary of the Units is the interior of the topside of the concrete floor slab or wooden flooring bounding the Unit, except in the case of upper Units which include the stairway access to the Unit as part of that Unit.

3. Upper Boundaries of Units - The precise upper boundary of all Units is the topside of the drywall ceiling bounding the Unit.

B. Additional Items Included With Units. All of the following items are included with each Unit if such items are wholly or partially situate within a Unit or, in the

case of the air compressors and patios referred to in Item Nos. 8 and 9 below, are located outside the Unit walls, and are designed and installed to serve only such Unit.

1. all non-load bearing walls and partitions, doors, door frames, door hardware, and window panes;

2. all kitchen equipment and fixtures including, without limitation, ovens, refrigerators, freezers, sinks, ranges, cabinets, dishwashers, exhaust fans and waste disposal units;

3. all bathroom, lavatory and plumbing fixtures and equipment including, without limitation, sinks, tubs, showers, toilets, vanities, exhaust fans, and medicine cabinets;

4. all electrical and lighting fixtures including, without limitation, outlets, switches, lamps, bulbs, outlet boxes, switch boxes, telephone outlets, circuit breakers, and circuit breaker panels;

5. all clothes washers, clothes dryers, hot water heaters, heating equipment, and fireplaces, if any;

6. all floor and wall covering including, without limitation, carpeting, tiling, wallpaper and paint;

7. all piping, ducts, wiring, cables and conduits of any kind or type serving only the particular Unit;

8. the air compressor serving the particular Unit, although situated outside the boundaries of the Unit, and all piping, ducts, wiring, cables and conduits of any kind or type serving such air compressor; and

9. the concrete slab patio(s) attached to each lower level Unit.

C. The Unit Owners agree that if any portion of a Unit or Common Element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a Condominium Building or Buildings are partially or totally destroyed and then rebuilt, the owners of the Condominium Parcels agree that encroachments on parts of the Common Elements or Units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist. The Unit Owners further agree that the Developer has a valid easement on the Condominium Property for sewer and water lines, and that same is fully assignable by the Developer.

D. No Owner of a Condominium Parcel may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements or the recreation facilities, or the Condominium Property, or by the abandonment of his Unit.

E. The Owners of each and every Unit shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the county wherein the Condominium is situate, or for such other future legally authorized governmental officer or authority having jurisdiction over the same. Nothing herein shall be construed, however, as giving to any Unit Owner the right to contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed; each Unit Owner shall pay such ad valorem taxes and special assessments by taxing authorities as are specifically assessed against his Condominium Parcel.

For the purpose of ad valorem taxation, the interest of the owner of a Condominium Parcel in his Unit and in the Common Elements and in any real property owned by the Association shall be considered a Unit. The value of said Unit shall be equal to the proportional value of the entire Condominium, including land and improvements, as has been assigned to said Unit and as set forth in this Declaration. The total of all of said proportions equal 100% of the value of all of the land and improvements thereon.

F. All provisions of this Declaration and Exhibits attached hereto and amendments thereof and hereof shall be construed to be covenants running with the land, and of every part thereof and interest therein, including, but not limited to, every Unit and the appurtenances thereto, and every Unit Owner and claimant of the property, or any part thereof, or of any interest therein, and, his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and amendments thereto.

G. If any of the provisions of this Declaration, or of the By-Laws, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is held invalid, the validity of the remainder of this Declaration, the By-Laws, or the Condominium Act, and of the application of any such provisions, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

H. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, addressed to such Unit Owners at their place of residence in the Condominium, unless the Unit Owner has, by written notice duly received for, specified a different address. Proof of such mailing by the Association shall be by the post office certificate of mailing or, if by personal delivery, proof of such delivery shall be given by affidavit of the person delivering such notice. Notices to the Association shall be delivered by mail to the Secretary of the Association, at the Secretary's residence in the Condominium, or, in case of the Secretary's absence, then to the President of the Association at his residence in the Condominium and in his absence, to any member of the Board of Directors of the Association.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly received for. Notices required to be given the personal representative of a deceased Unit Owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or

its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

I. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Board of Directors of the Association from removing or authorizing the removal of any party wall between any Units in order that the said Units might be used together as one integral Unit. In such event, all assessments, voting rights and the share of the Common Elements shall be calculated as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purposes that the Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units as have been so combined.

J. The "Obligations of Owners" provided for by § 718.303(1), Florida Statutes (1987), as amended from time to time, shall be in full force and effect. In addition thereto, should the Association find it necessary to bring a court action to bring about compliance with the law or this Declaration and Exhibits attached hereto, the Unit Owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing said action, if the Association is the prevailing party, to and including costs and fees related to appellate proceedings.

K. Subsequent to the filing of this Declaration of Condominium, the Association, when authorized by the vote of a majority of the voting members of the Association, and approved by all the Unit Owners and holders of the Institutional Mortgages encumbering Condominium Parcels, may, together with other condominium associations, purchase and/or acquire, and enter into agreements from time to time, whereby it acquires leaseholds, lands, memberships and other possessory or use interests in lands and facilities, including but not limited to, country clubs, golf courses, marinas and other recreational facilities (whether or not contiguous to the lands of the Condominium) intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental, membership fees, operations, replacements and other undertakings in connection therewith shall be a Common Expense, together with all other expenses and costs herein or by law defined as Common Expenses.

L. Whenever the context so requires, the use of any gender shall be deemed to include all genders; and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of the Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

M. The captions used in this Declaration of Condominium and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the text of this Declaration and Exhibits hereto annexed.

N. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein, the provisions of this Declaration shall be paramount to the Condominium Act as to those provisions where

variances are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated herein.

O. All Unit Owners and their successors and assigns are hereby granted easements over all lands owned by the Association, if any, and all of the Common Elements of the Condominium.

P. The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, reservations, easements, and all of the terms and provisions in this Declaration and Exhibits attached hereto, and all matters of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service, drainage or other purposes now existing. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the buildings and improvements upon the Condominium Property, nor unreasonably interfering with the enjoyment of the Condominium Property by the Association's members. The Condominium Association and its members are hereby granted an easement for ingress and egress over, through and across the paved areas of the Common Elements and Limited Common Elements, other than the parking spaces, for vehicular and pedestrian purposes. The aforesaid parties are further granted a pedestrian easement over and across the Common Elements and Limited Common Elements of the Condominium other than a Limited Common Element which may be a parking space, patio or porch in the Condominium. The terms "Street Easement," "Parking Easement," "Access Easement," "Ingress and Egress Easement," and "Roadway Easement," wherever used through this Declaration and Exhibits attached hereto shall mean the same and are for vehicular and/or pedestrian purposes as the context requires. All easements of an "access" type as hereinbefore provided, which connect with other access easements shall be a part of the overall access easement hereinbefore provided as originally set forth herein. It is understood and agreed that the Condominium Property may or may not be abutting, contiguous or adjacent to a public street, road or right-of-way.

Q. The Association has the duty and obligation to maintain all paved areas and landscaping on property owned by it or within the Condominium Property in first-class condition. An easement is hereby granted over, through, across and beneath all Common Elements of the Condominium Property for drainage purposes and for the construction, placement and maintenance of utilities, including, but not limited to, electrical, sewer, water, telephone and television service.

R. The Property Owners Association reserves to itself, its successors or assigns, an easement over, on and across the Condominium Property for the location, placement, replacement and maintenance of all wires, cables, amplifiers, terminal boxes and any other electrical equipment or personal property of the Developer, its successors or assigns, required or useful for providing the security system and the cable television services to the Condominium Units.

The Property Owners Association, its successors or assigns, shall retain all right, title and interest in and to all wires, cables, amplifiers and other electrical equipment or

personal property installed by it within the Condominium Property, as regards the pay cable television system, to the point of individual Unit distribution, and the security system.

S. Developer and the J.L. Property Owners Association, Inc. have granted to the Association an easement for drainage outfall over portions of the fresh water parcel which is contiguous to the condominium property. Said fresh water parcel has been dedicated to J.L. Property Owners Association, Inc. and has been conveyed to said Association.

T. Developer and the J.L. Property Owners Association, Inc. have granted to the Association an easement for the construction and maintenance of the retaining wall and timber walk, around the bulkhead for the area known as the "Lagoon Parcel" that forms part of the fresh water system at Jonathan's Landing P.U.D.

XIX

CONDEMNATION

A. Deposit of Awards With Insurance Trustee. The taking of Condominium Property by condemnation 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 special assessment 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.

B. 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 a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

C. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special assessments will be decreed to be Condominium Property and shall be owned and distributed in the manner provided for 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, the Owners of condemned Units will be made whole and the property damaged by the taking will be made useable 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 after a casualty.

D. Unit Reduced but Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, 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 effected in the Condominium:

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

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

3. Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated, with the percentage amount of the Unit being taken allocated to all the Common Elements.

E. Unit Made Untenantable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

1. Payment of Award. The market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

2. Addition to Common Elements. The remaining Portion of the Unit, if any, shall become a part of the Common Elements and shall be placed in condition 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 shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvements of the Common Elements.

3. Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements, with the share of the Common Elements of the Unit taken being allocated to the remaining Units in proportion to their relative share of ownership in the Common Elements.

4. Assessments. If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

5. Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit, and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

F. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Directors of the Association; provided, that if the cost of the 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 further improvement of 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 adjustment of these shares on account of the condemnation. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and mortgagees of the Unit.

G. Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an Amendment of the Declaration of Condominium that needs to be approved only by a majority of all Directors of the Association.

XX

USE AND OCCUPANCY

The Association and Unit Owners agree that individual assessments may be levied against a Unit Owner by the Association for charges for guests and invitees of said Unit Owner, or temporary residents in said Units, as to their use of the recreational facilities, and for any special services and charges. Such individual assessments are not for Common Expenses.

The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises or otherwise, nor shall the Unit Owners commit or permit any nuisance or immoral or illegal acts in or about the Condominium Property.

Animals or pets kept within any Unit shall be limited to one (1) common household pet which will not exceed twenty (20) pounds in weight at mature growth; provided that no pets shall be kept, bred or maintained for any commercial purposes, and further provided that any household pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property subject to these

restrictions upon three (3) days' written notice from the Board of Directors of the Association. Every Owner shall be responsible for cleaning up the Condominium Property after use by his pet.

The Unit Owner shall not cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls or roof outside his Unit, including, but not limited to, awnings and/or storm shutters, doors, shrubbery, flowers, vines or grass, except with the prior written consent of the Board of Directors and the Property Owners Association's Design Control Board and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. Clotheslines or similar devices shall be kept completely out of view.

No person shall use the Common Elements or property owned by the Association, or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to, or not in accordance with, the Rules and Regulations pertaining thereto as from time to time such Rules and Regulations may be promulgated by the Board of Directors.

There shall be no antenna or aerial erected or installed upon the roof or exterior walls of any Condominium Building.

RESTATED ARTICLES OF INCORPORATION
OF
WEST BAY AT
JONATHAN'S LANDING CONDOMINIUM
ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes (1987), and certify as follows:

ARTICLE I

Name of Corporation

The name of the corporation is WEST BAY AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC. For convenience the corporation will be referred to in this instrument as the "Association".

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (1987), for the administration of WEST BAY AT JONATHAN'S LANDING, A CONDOMINIUM, and the terms defined in the Declaration of Condominium thereof, to which these Articles of Incorporation are attached, are incorporated herein by reference and made a part hereof.

2.2 The Association will make no distributions of income to its members, Directors or officers.

ARTICLE III

Powers

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

3.1 The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the Condominium Act.

3.2 The Association will have all of the powers and duties set forth in the Condominium Act and all of the powers and duties reasonably necessary to operate the Condominium pursuant to its Declaration of Condominium, as it may be amended from time to time, including but not limited to the following:

a. To make and collect Assessments against members to defray the costs, expenses and losses of the Condominium;

- b. To use the proceeds of Assessments in the exercise of its powers and duties;
- c. To maintain, repair, replace and operate the Condominium Property and improvements thereon and to cause such exterior maintenance and repairs to be performed as may be necessary;
- d. To purchase insurance for the Condominium Property and insurance for the protection of the Association and its members;
- e. To reconstruct improvements after casualty and to further improve the Condominium Property;
- f. To make and amend reasonable regulations respecting the use of the Condominium Property;
- g. To approve or disapprove the transfer, mortgaging and ownership of Units as may be provided by the Declaration of Condominium and the By-Laws of the Association.
- h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the Condominium Property;
- i. To contract for the management and operation of the Condominium;
- j. To employ personnel to perform the services required for the proper management and operation of the Condominium;
- k. To accept title to real property to be held for the benefit of the Association.

3.3 All funds, except such portions thereof as are expended for the Common Expenses of the Condominium, and the titles of all properties, will be held in trust for the members of the Association in accordance with their respective interests under the Declaration of Condominium and in accordance with the provisions of these Articles of incorporation and the By-Laws of the Association.

3.4 The powers of the Association will be subject to, and will be exercised in accordance with, the provisions of the Declaration of Condominium and the By-Laws of the Association.

ARTICLE IV

Members

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

4.1 Until such time as the property to be administered by the Association and the improvements which may hereafter be constructed thereon are submitted to a plan of condominium ownership by the recording of the Declaration of Condominium, the membership of the Association shall be comprised of the subscribers to these Articles, their

successors or assigns, each of which subscribers, their successors or assigns, shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

4.2 After the property to be administered by the Association has been submitted to condominium ownership by the recording of the Declaration of Condominium, the members of the Association will consist of all of the record owners of Condominium Units in the Condominium and, in the event of termination of the Condominium, will consist of those Unit Owners who were members at the time of such termination, their successors and assigns.

4.3 After receiving approval of the Association as required in the By-Laws, change of membership will be established by recording in the public records of Palm Beach County, Florida, a deed or other instrument establishing record title to a Condominium Unit and by the delivery to the Association of a copy of such instruments. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.4 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Condominium Unit.

4.5 The owner of each Condominium Unit will be entitled to one vote as a member of the Association, subject to the manner of exercising voting rights as determined by the By-Laws of the Association.

ARTICLE V

Directors

5.1 The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the By-laws of the Association, but not less than three (3) Directors; and in the absence of such determination, the Board will consist of five (5) Directors. Directors must be members of the Association, or the members' spouse.

5.2 Directors of the Association will be elected at the annual meetings of the members in the manner determined by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the By-Laws of the Association.

5.3 The first election of the Directors by members of the Association will be held as specified in the By-Laws. Directors named in these Articles will serve until the first election of Directors and any vacancies in their number occurring before the first election will be filled by appointment by the Developer.

5.4 The names and addresses of the members of the first Board of Directors who will hold office until their successors are elected and have qualified, or until removed, are as follows:

Richard W. Plowman
17290 Jonathan Drive
Jupiter, Florida 33477

Robert W. Kiskaddon
17290 Jonathan Drive
Jupiter, Florida 33477

Craig L. Combs
17290 Jonathan Drive
Jupiter, Florida 33477

ARTICLE VI

Officers

The affairs of the Association will be administered by the Officers designated in the By-Laws of the Association. Said Officers, will be elected by the Board of Directors at the annual meetings of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the Officers who will serve until their successors are designated are as follows:

President: Richard W. Plowman
17290 Jonathan Drive
Jupiter, Florida 33477

Vice President: Robert W. Kiskaddon
17290 Jonathan Drive
Jupiter, Florida 33477

Secretary/Treasurer: Craig L. Combs
17290 Jonathan Drive
Jupiter, Florida 33477

ARTICLE VII

Indemnification

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

ARTICLE VIII

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the affirmative vote of a majority of the Directors until a majority of the Directors are elected by Unit Owners other than the Developer. Thereafter, they may be altered, amended or rescinded at any duly called meeting of the Unit Owners, provided:

a. Notice of the meeting shall contain a statement of the proposed amendment, which statement shall comply with § 718.112(2) (h), Florida Statutes (1987).

b. The amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the Unit Owners.

c. Said amendment shall be recorded and certified as required by the Condominium Act.

ARTICLE IX

Amendments

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

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

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

a. Such approvals may be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire voting membership of the Association, or

b. By not less than eighty percent (80%) of the votes of the entire voting membership of the Association.

9.3 Provided, however, that no amendment will make any change in the qualifications for membership nor the voting rights of members, without approval in writing of all voting members and the joinder of all record owners of mortgages upon the Condominium Units. No amendment will be made that is in conflict with the Condominium Act or the Declaration of Condominium

9.4 A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the public records of Palm Beach County, Florida.

ARTICLE X

Term

The term of the Association will be perpetual.

ARTICLE XI

Subscribers

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

Richard W. Plowman
17290 Jonathan Drive
Jupiter, Florida 33477

Robert W. Kiskaddon
17290 Jonathan Drive
Jupiter, Florida 33477

Craig L. Combs
17290 Jonathan Drive
Jupiter, Florida 33477

RESTATED BY-LAWS
OF
WEST BAY AT JONATHAN'S LANDING
CONDOMINIUM ASSOCIATION, INC.
(An Incorporated Non-Profit Association)

ARTICLE I
Identity

The following By-Laws shall govern the operation of the WEST BAY AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC, a corporation not for profit, hereinafter referred to as the Association.

The Association is an incorporated non-profit Association, organized and existing pursuant to Chapters 617 and 718, Florida Statutes 1987, as amended from time to time, for the purpose of administering WEST BAY AT JONATHAN 'S LANDING CONDOMINIUM ASSOCIATION, INC.

Section 1. The office of the Association shall be at the Condominium Property or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The seal of the Association will bear the name of the corporation, the word "Florida" and the words "corporation not for profit", and the year of the incorporation.

ARTICLE II

Membership and Voting Provisions

Section 1. Membership in the Association shall be limited to Owners of the Units as identified in the Declaration of Condominium to which these By-Laws are attached. Transfer of Unit ownership, either voluntarily or by operation of law, shall terminate membership in the Association and said membership shall become vested in the transferee. If Unit ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter provided, the vote of a Unit shall be cast only by the "voting member". If Unit ownership is vested in a corporation, partnership or joint venture the entity owning the Unit may designate an individual officer or employee of the corporation as its voting member.

Any application for transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium Parcel where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium, shall be accompanied by an application fee in an amount to be set by the Board of Directors from time to time to cover the cost of credit report expense.

Section 2. Voting.

a. The Owner of each unit shall be entitled to one (1) vote. If a Unit Owner owns more than one Unit, he shall be entitled to one (1) vote for each Unit owned. The vote of a Unit shall not be divisible.

b. A majority of the Unit Owners' total votes represented at a meeting at which a quorum is present, subject to Section 5 of this Article II, shall decide any question, unless the Articles of Incorporation, By-Laws, or the Declaration of Condominium provide otherwise, in which event such other voting percentages shall control.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Unit Owners entitled to vote, subject to Section 5 of this Article II, shall constitute a quorum. The term "majority" of the Unit Owners entitled to vote shall mean voting members holding fifty-one percent (51%) of the votes.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary prior to the meeting in which they are to be used. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (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 Unit Owner executing it.

Section 5. Designation of Voting Members. If a Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated in a certificate, which certificate shall be filed with the Secretary of the Association. If a Unit is owned by a corporation, a partnership, or a joint venture, the person entitled to cast the vote of that Unit shall be designated in a certificate for this purpose, which certificate shall be filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a corporation, a partnership or a joint venture, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. If a Unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

a. They may, but they shall not be required to, designate a voting member.

b. If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a Unit is not divisible.)

c. Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

ARTICLE III

Meetings of the Membership

Section 1. Time. The annual members' meeting shall be held at 3:00 p.m. local time, on the fourth Wednesday in January of each year, for the purpose of electing Directors whose terms have expired, and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Wednesday.

Section 2. Place. All meetings of the Association membership shall be held at the Condominium Property, or at such other convenient place and at such time (except for the annual meeting) as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting.

Section 3. Notices. It shall be the duty of the Secretary to deliver a notice of each annual or special meeting to each Unit Owner of record, stating the time and place thereof as follows:

a. Written notice of annual meetings shall be provided each Unit Owner and shall be posted in a conspicuous place on the Condominium Property, specifically at the recreation building, at least fourteen (14) days prior to the annual meeting. Unless a Unit Owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Unit Owner, at the address of the Unit Owner as it appears on the books of the Association, and the post office certificate of mailing shall be retained by the Association as proof of such mailing.

b. Written notice of special meetings shall be provided each Unit Owner and shall be posted in a conspicuous place on the Condominium Property, specifically at the recreation building, at least forty-eight (48) hours prior to the special meeting for which notice is being given. Unless a Unit Owner waives in writing the right to receive notice of special meetings by mail, notices of Special meetings shall be sent by mail to each Owner at the address of the Unit Owner as it appears on the books of the Association. The notice of any special meeting shall state the purpose thereof.

Section 4. Meetings. Meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, or these By-Laws, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing a majority of the Unit Owners' total votes, which request shall state the purpose of the proposed meeting. Business transacted at all meetings shall be confined to the subjects stated in the notice thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by a provision of these By-Laws to be taken in connection with any action

of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4) of the members who would have been entitled to vote upon the action, if such meeting were held, consent in writing to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval. Approval or disapproval by members upon any matter, whether or not the subject of an Association meeting, shall be by the voting members.

ARTICLE IV

Directors

Section 1. Number, Term and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons. All Directors shall be members of the Association, or the members' spouse. The Directors' terms shall be staggered with a duration of 2 years each. If Unit ownership is vested in a corporation, partnership or joint venture, the entity owning the Unit shall designate an individual officer or employee of the entity as its designated voting member, and that voting member and his or her spouse shall be eligible to be elected to the Board.

At the first annual meeting following the turnover of control of the Association, five (5) Directors will be elected, one (1) for a term of one (1) year (Class I), two (2) for a term of two (2) years (Class II), and two (2) for a term of three (3) years (Class III). Successive terms for each Class of Director shall be for a term of three (3) years, and the first Board of Directors shall be three (3) in number, notwithstanding the first sentence of this Section 1.

Section 2. Method of Election and Organizational Meeting. Election of Directors shall be conducted in the following manner:

- a. Elections of Directors shall be held at the annual members' meeting.
- b. The nominating instructions shall be made a part of the notice for the annual meeting. It shall provide for qualified Unit Owners to nominate themselves for the vacancies set forth in the announcement.
- c. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each voting member being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- d. The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the

organizational meeting shall be necessary, provided a quorum shall be present, except that notice shall be posted conspicuously on the Condominium Property forty-eight (48) hours in advance to the attention of the Unit Owners. The meeting shall be open to all Unit Owners.

Section 3. Removal of Directors. At any duly convened regular or special meeting of the members, any one or more of the Directors may be removed, with or without cause, by the vote or agreement in writing of a majority of the voting members. The proposed recall of more than one member of the Board of Directors shall require a separate vote for each Director sought to be recalled or, where recall is attempted by written agreement, a separate agreement is required for each Director being recalled. A successor to a recalled member of the Board of Directors may be elected at such meeting to fill the vacancy thus created for the balance of the unexpired term. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided for in Section 5 below. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the voting members giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. If such special meeting is called as the result of a petition by ten percent (10%) of the voting members, the notice must be accompanied by a dated copy of a signature list of at least ten percent (10%) of the voting members. The list must state that the purpose of the signatures is for recall.

During the meeting to recall one or more Directors, the Unit Owners shall select and announce the name and address of a representative to receive pleadings, notices or other papers on behalf of the petitioning Unit Owners in the event that the vote at such meeting is disputed and a petition for arbitration is filed. If a proposed recall is sought by written agreement, such agreement shall designate a representative to receive pleadings, notices, or other papers on behalf of the Unit Owners executing the agreement, to be used in the event the Board of Directors determines not to certify the written agreement to recall and files a petition for binding arbitration, pursuant to Section 718.112(2)(k), Florida Statutes (1987).

Section 4. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors (unless a successor has been chosen pursuant to Section 4 above), who shall hold office for the balance of the unexpired term with respect to which such vacancy occurred, or such vacancy may remain unfilled. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association to the attention of the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at the first meeting of the membership, the transfer of title of his Unit by a Director shall automatically constitute a resignation, effective as of the date of transfer. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation effective as of the thirty-first (31st) day of delinquency.

Section 6. Meetings. Meetings of the Board of Directors may be called by the President, and in his absence by the Vice President, or by a majority of the members of the Board of Directors by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting, except in an emergency. All notices for such meetings shall state the purpose of the meeting. Meetings of the Board of Directors shall be open to all Unit Owners and notice of the meetings shall be posted conspicuously on the Condominium Property, specifically at the recreation building, forty-eight (48) hours in advance to the attention of the Unit Owners, except in an emergency Unit Owners shall be given at least thirty (30) days' prior written notice of the time and place of the meeting of the Board of Directors wherein a budget will be considered, and such meeting shall be open to the Unit Owners. 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.

Section 7. Director's Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting, except as provided in Section 7 of this Article IV.

Section 8. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice.

Section 9. Minutes. The minutes of all meetings of Unit Owners and the Board of Directors 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.

Section 10. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Declaration of Condominium, or by these By-Laws directed to be exercised and done by the Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

- a. To exercise all powers specifically set forth in the Declaration of Condominium, in these By-Laws, the Condominium Act, and all powers incidental thereto.
- b. To make assessments, collect assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

c. To employ, dismiss, and control the personnel necessary for the maintenance and operation of the Condominium Property, including any property owned by the Association, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

d. To make and amend regulations respecting the operation and use of the Common Elements and any property owned by the Association, and the use and maintenance of the Units.

e. To contract for the management of the Condominium Property, to contract for the management or operation of portions of the Common Elements susceptible to separate management or operation, or to lease or license such portions.

f. To improve the Condominium Property, real and personal, and to purchase realty and items of furniture, furnishings, fixtures and equipment, and to acquire and enter into agreements with respect to recreational facilities pursuant to §718.114, Florida Statutes (1987), as amended from time to time.

g. To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management of the business and affairs of the Association. Any such committee shall consist of at least three (3) members of the Association, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors as required.

h. To process for approval or denial non-institutional mortgage requests on Units. The Association shall be entitled to charge a reasonable fee in connection with the processing of such mortgage requests, not to exceed the statutory limit.

The foregoing powers shall be exercised by the Board of Directors, subject only to approval by Unit Owners when such is specifically required.

ARTICLE V

Officers

Section 1. Elective Officers. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors, and any of whom may be members of the Board of Directors. All officers shall be elected from the members of the Board of Directors. The same person may hold two (2) offices, the duties of which are not incompatible, provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the offices of President and Secretary.

Section 2. Election. The officers of the Association shall be elected by the

Board of Directors at the organizational meeting of each new Board following the annual meeting of the members.

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

Section 4. Term and Compensation. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time with or without cause by the Board of Directors; provided, however, that no officer shall be removed except by an affirmative vote for removal by a majority of the entire Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. No compensation shall be paid to the officers of the Association.

Section 5. The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts on behalf of the Association and shall perform all the duties incident to his office which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. The Secretary shall issue notice of all Board of Directors' meetings and all meetings of the Unit Owners and he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records, and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The Secretary shall keep minutes of all meetings of the Association and the Board of Directors in a book which shall be made available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain such minutes for a period of not less than seven (7) years.

Section 8. The Treasurer.

a. He shall have custody of the Association's funds and securities, shall keep full and accurate accounts of all receipts and expenditures in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors of the Association. The books shall reflect an account for each Unit in the manner required by §718.111(12)(a)11.b, Florida Statutes (1987), as amended from time to time. All accounting records shall be open to inspection by Unit Owners or their authorized representatives and written summaries of same shall be supplied at least annually to Unit Owners or their authorized representatives.

b. He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

c. He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors of the Association.

d. He shall give status reports to potential transferees on which reports the transferees may rely.

e. The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

ARTICLE VI

Finances and Assessments

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by resolution of the Board of Directors from time to time, and shall be withdrawn only upon checks and demands for money signed by such officer or officers and/or agents of the Association as may be designated by the said Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association, except for checks, which shall be signed by one designee.

Section 2. Fidelity Bonds. The Treasurer and all the officers directors and employees of the Association who are authorized to sign checks, and any contractor handling or responsible for Association funds, shall be bonded in the principal sum of not less than Ten Thousand Dollars (\$10,000) for each such officer or director. The premiums on such bonds shall be paid by the Association.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such times as the Board of Directors deems it advisable.

Section 4. Determination of Assessments.

a. The Board of Directors of the Association shall fix and determine, from time to time, the sum or sums necessary and adequate for the Common Expenses of the Condominium Property. The term "Condominium Property" for the purposes of the provisions of this Section shall refer to the property submitted to condominium ownership by the Declaration of Condominium of this Association and to the Condominium's interest in real and personal property owned by the Association.

Common Expenses shall include expenses for the operation, maintenance, repair, replacement of or taxes on the Common Elements, and land and personal property owned by the Association, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the Board of Directors of the Association or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments and to lease, maintain, repair and replace the Common Elements of the Condominium Property. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the manner provided for sharing Common Expenses as provided in the Declaration of Condominium. Said assessments shall be payable quarterly in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

b. When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Unit Owner a statement of said Unit Owner's assessment. All assessments shall be payable to the Treasurer of the Association, and upon request said Treasurer shall give a receipt for each payment made to him.

c. The Board of Directors shall prepare a budget for the Condominium and the Association for each fiscal year for the estimated funds required to defray the Common Expenses, including without limitation thereto (i) current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds (except expenditures chargeable to reserves, to additional improvements, or to operations); (ii) reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence; (iii) reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually; (iv) betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements; and (v) operations, the amount of which may be to provide working funds or meet losses. The reserve accounts shall include, but not be limited to, roof replacement, building painting, pavement resurfacing, capital expenditures and deferred maintenance. Each reserve account shall be stated as a separate item in the budget and in the financial records of the Association. The amount to be reserved shall be based upon estimated life and estimated replacement cost of each reserve item. A majority of the voting members present, in person or by proxy, at a duly called meeting of the Association, may vote to waive the reserves, in whole or in part. Any such waiver shall be effective for only one annual budget, and the vote must be taken annually to continue to waive the reserves.

d. Assessments shall be made against Unit Owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payments of all the anticipated current operating expenses and for any unpaid previously incurred operating expenses, pursuant to Chapter 718.112(2)(g) of the Florida Statutes, as amended from time to time.

e. Copies of the proposed annual budget of Common Expenses shall be mailed to the Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting and written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the Unit Owners. If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of such assessment for the preceding year, upon written application of ten percent (10%) of the voting members, a meeting shall be held upon not less than ten (10) days' written notice to each Unit Owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Unit Owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, subject to the provisions of Section 5 below, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the total number of votes of all voting members. The Board of Directors may in any event propose a budget to the Unit Owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the Unit Owners at the meeting, or by a majority of the voting members by a writing, such budget shall not thereafter be examined by the Unit Owners in the manner hereinbefore set forth. In determining whether assessments exceed 115% of similar assessments in the prior year, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors with respect to repair or replacement of the Condominium Property or with respect to anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for betterments to the Condominium Property as the By-Laws so provide or allow the establishment of reserves, or assessments for betterments to be imposed by the Board of Directors.

f. Within sixty (60) days following the end of the fiscal year, the Board of Directors of the Association shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months pursuant to Section 718.111(13) of the Florida Statutes, as amended from time to time. The report will show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following:

1. cost for security;
2. professional and management fees and expenses;
3. taxes;
4. cost for recreation facilities;
5. expenses for refuse collection and utility services;
6. expenses for lawn care;

7. cost for building maintenance and repair;
8. insurance costs;
9. administrative and salary expenses; and
10. general reserves, maintenance reserves, and depreciation reserves.

The following reserve disclosures shall be made regardless of whether reserves have been waived for the fiscal period covered by the financial statements:

1. The beginning balance in each reserve account as of the beginning of the fiscal period covered by the financial statements;
2. The amount of assessments and other additions to each reserve account including authorized transfers from other reserve accounts;
3. The amount expended or removed from each reserve account, including authorized transfers to other reserve accounts;
4. The ending balance in each reserve account as of the end of the fiscal period covered by the financial statements;
5. The amount of annual funding required to fully fund each reserve account, or pool of accounts, over the remaining useful life of the applicable asset or group of assets: and
6. The manner by which reserve items were estimated, the date the estimates were last made, the Association's policies for allocating reserve fund interest, and whether reserves have been waived during the period covered by the financial statements.

Section 5. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund as determined by the Board of Directors. All assessment payments by Unit Owners shall be applied to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, as provided herein and in the Declaration of Condominium, and general or special assessments in such manner and amounts as the Board of Directors shall determine.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the installment for the balance of the fiscal year upon notice thereof to the Unit Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the mailing of such notice to the Unit Owner. In addition, upon thirty (30) days' default, the Association shall give prompt notice to the Unit Owner's Institutional Mortgagee of said default.

ARTICLE VII

Additions or Alterations

There shall be no additions or alterations to the Common Elements or Limited Common Elements of the Condominium Property which this Association operates and maintains, except as specifically provided for in Article XIV.B. of the Declaration of Condominium to which these By-Laws are attached. A Unit Owner shall not make any alterations to his Unit which would remove any portion of, or make any additions to, Common Elements or do anything which would adversely affect the safety or soundness of the Common Elements or any portion of the Condominium Property which is to be maintained by the Association.

ARTICLE VIII

Compliance and Default

Section 1. Violations. In the event of a violation (other than the non-payment of assessments) by a Unit Owner of any of the provisions of the Declaration of Condominium, these By-Laws or the Condominium Act, the Association by direction of the Board of Directors may notify the Unit Owner by written notice of said breach, transmitted by mail and, if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, the By-Laws, or the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections;

- a. An action at law to recover damages on behalf of the Association or on behalf of the other Unit Owners;
- b. An action in equity to enforce performance on the part of the Unit Owner; or
- c. An action in equity for such equitable relief as maybe necessary under the circumstances, including injunctive relief.

Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request to do so signed by a Unit Owner and sent to the Board of Directors shall constitute authorization to any Unit Owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Unit Owner as a specific item, which shall be a lien against said Unit with the same force, and effect as if the charge were a part of the Common Expenses, although such lien shall not be a lien pursuant to the Condominium Act.

Section 2. Negligence or Carelessness of Unit Owners, etc. Each Unit Owner

shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family; or his or their guests, employees, agents or lessees, but only to the extent that each expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance repair or replacement required as provided in this section shall be charged to said Unit Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if the charge were a part of the Common Expenses, although such lien shall not be a lien pursuant to the Condominium Act.

Section 3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged breach by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be determined by the court, to and including costs and fees related to appellate proceedings.

Section 4. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 5. No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners, pursuant to any terms, provisions, covenants or conditions of the Condominium Documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by any Condominium Documents or at law or in equity.

Section 6. Voluntary Arbitration. The Board of Directors of the J.L. Property Owners Association, Inc. shall conduct voluntary binding arbitration hearings to settle internal disputes arising from the operation of the Condominium Property among Unit Owners, the Association and their agents and assigns. The J.L. Property Owners Association, Inc.'s Board of Directors shall promulgate rules of procedure to govern such binding arbitration hearings and the decision of an arbitrator shall be final. Nothing in this Section 6., however, shall be construed to foreclose parties from proceeding in a trial de novo; if such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. Any party may seek enforcement of the final decision of an arbitrator in a court of competent jurisdiction.

ARTICLE IX

Acquisition of Units

Section 1. Voluntary Sale or Transfer. Upon receipt of a Unit Owner's written notice of intention to sell or lease, as described in Article XII of the Declaration of Condominium, the Board of Directors shall have full power and authority to consent to the

transaction, as specified in said notice, or object to the same for good cause, or to designate a person other than the Association as designee, pursuant to the provisions of said Article XII, without having to obtain the consent of the membership thereto. Good cause to object to the sale or lease of a unit shall include, but not be limited to, the existence of assessments due and owing by the Unit owner to the Association in connection with the Unit . The Board of Directors shall have the further right to designate the Association as being "willing to purchase, lease or rent" upon the proposed terms after adoption of a resolution by the Board of Directors recommending such purchase or leasing to the membership; but notwithstanding the adoption of such resolution and such designation by the Board of Directors, the Association shall not be bound and shall not so purchase or lease, except after the authorization and approval by the affirmative vote of not less than sixty percent (60%) of the total votes of the voting members at any regular or special meeting of the Unit Owners wherein said matter is voted upon. The provisions of Article XII of the Declaration of Condominium to which these By-Laws are attached shall supersede the provisions herein relative thereto.

Section 2. Acquisition on Foreclosure. At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of not less than sixty percent (60%) of the total votes of the voting members at any regular or special meeting of the Unit Owners wherein said matter is voted upon, acquire in the name of the Association, or its designees, a Condominium Parcel being foreclosed. The term "foreclosure" as used in this section shall mean and include any foreclosure of any lien, excluding a lien for assessments. The powers of the Board of Directors to acquire a Condominium Parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of the Unit Owners in order to acquire a Condominium Parcel in the name of the Association, or its designee, at a foreclosure sale held due to the foreclosure of the Association's lien for assessments pursuant to Article X of the Declaration of Condominium to which these By-Laws are attached.

Section 3. Acquisition by Inheritance. In the event of a change in unit ownership by inheritance, the Board of Directors may demand payment of any outstanding assessments due and owing on the Unit prior to the transfer of ownership to deceased owner's heir or devisee.

ARTICLE X

Amendments to the By-Laws

These By-Laws may be altered, amended or added to at any duly called meeting of the Unit owners, provided:

(1) Notice of the meeting shall contain a statement of the proposed amendment, which statement shall comply with §718.112(2)(h), Florida Statutes (1987), as amended from time to time. No By-Law shall be revised or amended by reference to its title or

number only.

(2) The amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the Unit Owners.

(3) Nonmaterial errors or omissions in the by-law process shall not invalidate an otherwise properly promulgated amendment.

(4) Said amendment shall be recorded and certified as required by the Condominium Act.

ARTICLE XI

Notices

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices set forth in the Declaration of Condominium and these By-Laws.

ARTICLE XII

Indemnification

The Association shall indemnify every Director and every officer, his heirs, executors, and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, including reasonable attorneys' fees to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of misfeasance or malfeasance. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIII

Liability Survives Termination of Membership

The termination of membership in the Association shall not relieve or release any former Unit Owner from any liability or obligation incurred or in any way connected to said Unit Owner's ownership of a Condominium Unit during the period of such ownership and membership, nor shall such termination impair any rights or remedies which the Association may have against such former Unit Owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE XIV

Limitations Of Liability

Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable for injury or damage caused by a latent condition in the Condominium Property nor for injury or damage caused by the elements or by Unit Owner or any other persons or entities.

ARTICLE XV

Liens

Section 1. Protection of Property. All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent, as provided in the Condominium Documents or these By-Laws, whichever is sooner.

Section 2. Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the Condominium Property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

Section 4. Failure to Comply. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE XVI

Rules and Regulations

Section 1. As to Common Elements. The Board of Directors may from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements and any facilities or services made available to the Unit Owners. A copy of the Rules and Regulations adopted from time to time, and as provided in the Condominium Documents, shall be posted in a conspicuous place on the Condominium Property, specifically at the recreation building.

Section 2. As to Condominium Units. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Units; provided, however, that copies of such Rules and

Regulations, prior to the time the same become effective, shall be in a conspicuous place on the Condominium Property and/or copies of same shall be furnished to each Owner.

Section 3. As to the Recreation Facilities. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting use of the recreation facilities and any property owned by the Association, and any facilities or services made available to the Unit Owners with respect thereto. A copy of the Rules and Regulations adopted from time to time shall be placed in a conspicuous place on the Condominium Property.

Section 4. Conflict. In the event of any conflict between the Rules and Regulations as originally promulgated, or as from time to time amended or adopted, and the Condominium Documents or the Condominium Act, the Condominium Act, as amended from time to time, shall prevail where required by the Condominium Act, and the Condominium Documents shall prevail otherwise.

ARTICLE XVII

Rights of Mortgagees

Holders of first mortgages on Condominium Parcels shall have the right to examine the books and records of the Association and to require annual reports and other financial data.

ARTICLE XVIII

Miscellaneous

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