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Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
Jay Steven Levine, P.A.
2500 N. Military Trail, Suite 490
Boca Raton, FL 33431

**CERTIFICATE OF AMENDMENT TO THE
DECLARATIONS OF CONDOMINIUM OF GIARDINO VILLAGE "A" CONDOMINIUM;
GIARDINO VILLAGE "B" CONDOMINIUM; GIARDINO VILLAGE "C" CONDOMINIUM; AND
GIARDINO VILLAGE "D", A CONDOMINIUM; AND THE ARTICLES OF INCORPORATION
AND BYLAWS OF GIARDINO VILLAGE CONDOMINIUM ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATIONS OF CONDOMINIUM OF
GIARDINO VILLAGE "A" CONDOMINIUM; GIARDINO VILLAGE "B" CONDOMINIUM; GIARDINO
VILLAGE "C" CONDOMINIUM; AND GIARDINO VILLAGE "D" CONDOMINIUM (collectively
"Declarations") AND THE ARTICLES OF INCORPORATION AND BYLAWS OF GIARDINO
VILLAGE CONDOMINIUM ASSOCIATION, INC. is made this 15th day of APRIL,
2004 by the GIARDINO VILLAGE CONDOMINIUM ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the DECLARATION OF CONDOMINIUM OF GIARDINO VILLAGE "A"
CONDOMINIUM was recorded commencing at Official Records Book 8418, Page 1382 of the Public
Records of Palm Beach County, Florida, and established covenants running with the land therein
described;

WHEREAS, the DECLARATION OF CONDOMINIUM OF GIARDINO VILLAGE "B"
CONDOMINIUM was recorded commencing at Official Records Book 8456, Page 73 of the Public
Records of Palm Beach County, Florida, and established covenants running with the land therein
described;

WHEREAS, the DECLARATION OF CONDOMINIUM OF GIARDINO VILLAGE "C"
CONDOMINIUM was recorded commencing at Official Records Book 8558, Page 1865 of the Public
Records of Palm Beach County, Florida, and established covenants running with the land therein
described;

WHEREAS, the DECLARATION OF CONDOMINIUM OF GIARDINO VILLAGE "D"
CONDOMINIUM was recorded commencing at Official Records Book 8598, Page 1196 of the Public
Records of Palm Beach County, Florida, and established covenants running with the land therein
described;

WHEREAS, the Association is the condominium association operating the GIARDINO
VILLAGE "A" CONDOMINIUM; GIARDINO VILLAGE "B" CONDOMINIUM; GIARDINO VILLAGE "C"
CONDOMINIUM; and GIARDINO VILLAGE "D" CONDOMINIUM;

WHEREAS, the Articles of Incorporation and Bylaws of the Association were first recorded
commencing at Official Records Book 8418, Page 1382 of the Public Records of Palm Beach
County, Florida, and established covenants running with the land therein described, and the Articles
of Incorporation and Bylaws were re-recorded with each of the above referenced Declarations;

WHEREAS, Section 8 of the Declarations provides that the Declarations may be amended by the affirmative vote of not less than 80% of the Members represented at any regular or special Members' meeting at which a quorum has been attained;

WHEREAS, Section 12.2 of the Articles of Incorporation and Section 12.2 of the Bylaws provide that the Articles of Incorporation and Bylaws may be amended by the approval of 100% of the Association's Board of Directors;

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Association duly conducted a Special Members' meeting on March 25, 2004 for the purpose of adopting the Amendments, attached hereto as Exhibit "A", to the Declarations. The Amendments, attached hereto as Exhibit "A", to the Declarations, have been properly and duly adopted by the affirmative vote of not less than 80% of the Members represented at the March 25, 2004 Special Members' Meeting at which a quorum was attained. Further, the Amendments, attached hereto as Exhibit "A", to the Declarations, have been duly approved by 100% of the Association's Board of Directors.

2. The Amendments to the Articles of Incorporation and Bylaws are attached hereto as Exhibit "B," and the Amendments to the Articles of Incorporation and Bylaws have been duly approved by 100% of the Association's Board of Directors.

3. The Amendments attached hereto as Exhibit "A" and Exhibit "B" have been properly and duly approved and adopted by the Association. The approval and adoption of the Amendments appears in the minutes of the Association, and said approval and adoption is unrevoked.

4. The Amendments attached hereto as Exhibit "A" and Exhibit "B" shall run with the real property subject to the Declarations, Articles of Incorporation and Bylaws, and shall be binding on all parties having any right, title or interest in the real property subject to the Declarations, Articles of Incorporation and Bylaws or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned have signed this Certificate this 15TH day of APRIL, 2004.

Witnesses (as to both):

[Signature]
Witness signature

L. FEUERMAN
Printed Name

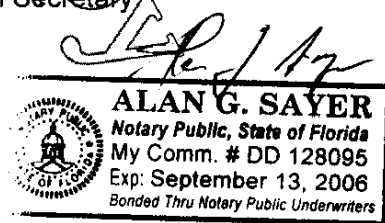
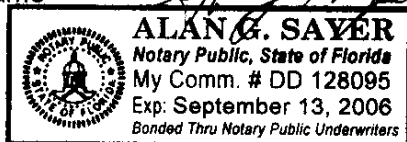
[Signature]
Witness signature

L. FEUERMAN
Printed Name

GIARDINO VILLAGE CONDOMINIUM ASSOCIATION, INC.


By: [Signature]
Leonard Hecker
Association President

Attest: [Signature]
Signature
Paul Kaye
Print Name
Association Secretary

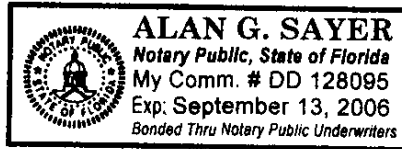


STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15TH day of APRIL, 2004, by Leonard Hecker as President and PROL KAYE, and Secretary of Giardino Village Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced KNOWN TO ME as identification.



NOTARY PUBLIC, State of Florida



This is not a certified copy

Exhibit "A"

**AMENDMENTS TO THE DECLARATIONS OF CONDOMINIUM OF GIARDINO VILLAGE "A"
CONDOMINIUM; GIARDINO VILLAGE "B" CONDOMINIUM; GIARDINO VILLAGE "C"
CONDOMINIUM; AND GIARDINO VILLAGE "D" CONDOMINIUM**

The following sections of the Declarations of Condominium for Giardino Village "A", Giardino Village "B", Giardino Village "C", and Giardino Village "D" (collectively referred to herein as "Declarations") are amended as indicated.

Added language is underlined. Deleted language is ~~struck through~~. Substantial rewording of specific portions of the Declarations. See Declarations for prior text.

AMENDMENTS TO DECLARATIONS

Declarations, Sections 1(D), 1(G), 1(P) and 1(W):

D. "Board of Administration" or "Board" means the board of directors ~~or other representative body responsible for the administration of the Association.~~

G. "Committee" means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board to make recommendations to the Board, ~~or take action on behalf of the Board.~~

P. ~~Developer means Minto Builders (Florida), Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Condominium. In the event of such partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.~~

W. "Unit Owner", "Apartment Owner", or "Owner of a Unit" means a record owner of legal title to a Condominium Parcel as shown by the real estate records in the office of the Clerk of Palm Beach County, Florida, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the terms "Owner" mean or refer to any lessee or tenant of an Owner.

Declarations, Section 2(B)(5):

(5) The use of such parking space ~~or spaces~~ as may be assigned for the Unit Owner's exclusive use, as further described in Article 26.K. hereof.

Declarations, Section 2(D):

(D) When a Unit is leased, a tenant shall have all use rights in the Association Property and those Common Elements otherwise readily available for use generally by Unit Owners and the Unit Owner shall not have such rights except as a guest. The foregoing shall not interfere with the Unit Owner's rights of access as a landlord under the laws of Florida. Lessees shall not have the right to vote.

Declarations, Section 2(G):

(G) Subject to and except as provided by the provisions of Article 20.C of this Declaration, Units shall only be used as single-family residences by the Owners thereof, their family members and guests in accordance with rules and regulations of the Association. Family shall mean and refer to (i) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (ii) a group of not more than four (4) persons not so related who maintain a common household in a Unit.

Declarations, Section 7:

~~A. The Developer shall have the right, without the consent or approval of the Board of Administration of other Unit Owners to provide additional and/or expand and/or alter recreational or other commonly used facilities, provided such alterations, additions or improvements are not inconsistent with the terms and provisions of the Condominium Act and the applicable Rules of the Florida Department of Business and Professional Regulation. The Developer shall have the right to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or nonstructural, interior or exterior, ordinary or extraordinary (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements) and (ii) change the layout or number of rooms in any Developer owned Units as more particularly described in the Offering Circular, upon approval of a majority of the voting interests at a duly called meeting of Members of the Association. Any changes of the kind described in subparagraphs (i) and (ii) which are not material may be made by the Developer without the consent of any Unit Owner. The Developer shall have the further right, without such Unit Owner consent, or the approval of the Board of Administration to make such alterations in, to or upon any Developer owned Units and/or recreational or other commonly used facilities in order to comply with design and construction guidelines adopted under applicable federal, state and local laws, ordinances, rules and regulations with respect to accessibility for handicapped persons. In making the above alterations, additions and improvements to the Units, the Developer may relocate or alter Common Elements adjacent to such Units, provided that such relocation or alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer.~~

~~Additionally, the Developer, provided the Developer is the owner of all of the Units in the Condominium Building, shall have the right to change all or any part of the front, rear or side elevations of the Condominium Building. Developer's rights set forth in this Article 7.A. shall not impair, prejudice or materially alter or modify the rights of Unit Owners in a manner that is adverse to such Unit Owners, or impair or prejudice the rights or interests of any Mortgagee, and such rights shall be exercised by Developer in a fair and reasonable manner as not to destroy the general design and scheme of the Condominium Building.~~

~~B. The Amendment of this Declaration reflecting authorized alteration of plans by Developer as provided in Article 7.A. above need be signed and acknowledged only by the Developer, and need not be approved by the Association, lienors or Mortgagee, whether or not their joinder is elsewhere required for other amendments. Without limiting the generality of Article 8 below, the provision of this Article 7 may be added to, amended or deleted without prior written consent of the Developer.~~

~~C. No Unit Owner shall make any addition, alteration . . . [remainder of Section unchanged].~~

Declarations, Section 8(A)(3):

~~(3) — No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer; and~~

Declarations, Section 8(A)(4) is renumbered to be Section 8(A)(3) as follows:

~~(4) (3) Any amendment which would affect . . . [remainder of Section unchanged].~~

Declarations, Section 8(B):

~~B. Notwithstanding any provisions contained herein to the contrary, and to the extent permitted by law, the Developer may, without the consent of Unit Owners, record any of the following amendments to this Declaration and any Exhibits thereto:~~

~~(1) Any amendment to correct a scrivener's error, provided that the Developer is in control of the Association;~~

~~(2) Any amendment which may be required by any governmental authority having jurisdiction over the Condominium Property and/or the Platina Project;~~

~~(3) Any amendment which may be required by a Mortgagee, and any such amendment shall supersede any conflicting provisions contained in this Declaration or any Exhibit hereto.~~

~~The above described amendments by the Developer shall neither impair nor prejudice the rights and interests of any Mortgagee without the prior written consent of such Mortgagee nor impair, prejudice or materially alter or modify the rights of any such Unit Owner's prior written consent. Any of the above described amendments shall be fair and reasonable and consistent with the terms and provisions of the Condominium Act and the applicable Rules of the Florida Department of Business and Professional Regulation. Any of such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments.~~

Declarations, Section 8(C) is renumbered to be Section 8(B) as follows:

~~B. C. Invalidation of any part of this Declaration, any provision contained . . . [remainder of Section unchanged].~~

Declarations, Section 9(B):

~~B. No Unit Owner, except an officer or director of the Association designated by the Board, shall have any authority to act for the Association.~~

Declarations, Section 9(E)(1):

~~(1) The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the terms of this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.~~

Declarations, Section 9(E)(6):

(6) The power to adopt reasonable rules and regulations: (a) for the maintenance and observation of the Condominium Property, (b) for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations, (c) regarding the frequency, time, location, notice and manner of inspections of records and the copying of such records and (d) to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Unit Owners.

~~However, no rule or regulation shall in any way affect any of the rights, privileges, powers, or options of the Developer without the prior written consent of the Developer.~~

Declarations, Section 9(F):

F. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds of the Mortgagees (based upon one vote for each first mortgage owned), or Owners (~~other than the Developer~~) have given their prior written approval, the Association shall not be entitled to: . . . [remainder of Section unchanged].

Declarations, Section 11(A):

A. The maintenance, repair and replacement of the Common Elements shall be the responsibility of the Association; provided, however, that the Association shall not be responsible for (i) the maintenance, repair and replacement of any air conditioning compressor or other air conditioning or heating component (including the pan, and all pipes leading up to the equipment), thermostats, ducts, and installations that serves a particular Unit, which are Limited Common Elements the responsibility for which shall be borne solely by the Owner of such Unit; (ii) the repair or replacement of any of the Common Elements caused by an individual Unit Owner's negligence or intentional misconduct, which shall be charged to such Unit Owner; and (iii) the following specific items which shall be the responsibility of the Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units or are Limited Common Elements:

(1) where a Limited Common Element consists of a terrace or balcony, the Unit Owner who has the right to the exclusive use of the terrace or balcony shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said area, if any, storage closets, if any, and the fixed and/or sliding glass door(s) in the entrance way(s) or other portions of said area, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, if any.

(2) Maintenance, repair, and replacement of screens, windows, and window glass, sliding glass doors and screen doors, threshold doors and screens. The Board will adopt specifications setting forth what model of replacement windows and screens are allowed before any Unit Owner replaces his or her windows. The Unit Owner shall comply with said specifications. The Board of Directors may require a Unit Owner to replace a leaking or faulty window, and if the Owner refuses to do so, the Association can replace the faulty window and impose an assessment against the Owner for the cost thereof.

(3) The interior side of the main hinged entrance door to the Unit.

(4) All other doors within or affording access to the Unit. The Unit Owner shall obtain written approval from the Association for a replacement door.

(5) The electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the Unit or serving only the Unit. If any plumbing fixture or pipe which a Unit Owner is responsible to maintain, leaks and damages another Unit, the Unit Owner with the leaking plumbing shall be financially responsible to the damaged Unit Owner.

(6) The circuit breaker panel and all electrical wiring going into the Unit from the panel.

(7) Appliances, water heaters, smoke alarms, and vent fans, water heaters including pans.

(8) Carpeting and other floor coverings.

(9) Door and window hardware and locks.

(10) Shower pans.

(11) Other facilities or fixtures that are located or contained entirely within the Unit and serve only that Unit.

(12) All interior partition walls.

The Association has the right but not the duty to perform maintenance on air conditioning equipment, if approved by the Unit Owner or in an emergency.

If the Association needs to cut through a wall, floor or ceiling to maintain, repair or replace the Common Elements, the Association shall not be responsible for damage to paint, wallpaper, paneling, flooring, tile, or carpet which, of necessity, must be cut or removed to gain access to work areas located behind it.

Declarations, Section 11(B):

B. There shall be no material alteration or substantial addition to the Common Elements, Limited Common Elements or to real property which is Association Property except (i) pursuant to Article 7 or 8 of this Declaration, or (ii) the Board of Administration shall have the right to make alterations or additions to the Common Elements if such alteration or additions are recommended by the Board and approved by a majority of Board of Directors Owners in the Condominium present at a duly called meeting of Board Unit Owners at which a quorum is attained.

Declarations, Sections 11(D) and 11(E):

D. No fence, wall, gate or other structure, addition or improvement may be erected, installed, maintained or removed on the Condominium Property until the design, construction, specifications and a plan showing the location of the structure or improvement have been approved in writing by the Board of Administration (or an architectural review committee appointed by it) as to quality, design and materials, harmony with existing structures, and as to location with respect to topography and finished grade elevation. Such approval of the Board of Administration (or its designee) shall not be required in the event that the Board of Administration (or its designee) fails

to give such approval within thirty (30) days after receipt of a written request for same. The Board shall act on the request at the next regular Board meeting, however the Board may continue the consideration of the request to the following Board meeting. In no event will such approval be unreasonably withheld nor will any charge be made therefor. Nothing contained in this paragraph shall be construed to lessen the obligation of any Unit Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. The provisions of this paragraph shall not apply to the Developer.

If the Association approves a Unit Owner installing a floor covering or enclosure, the maintenance, repair, replacement, and insurance of the floor coverings, or any enclosure installed by the Unit Owner, shall be the responsibility of the Unit Owner.

Window Coverings – Covering of windows by newspapers, sheets, foil, or other makeshift materials is prohibited.

If a Unit Owner makes any modifications, installations, or additions to the Unit or neglects to maintain, repair, and replace as required by this Section 11, the Unit Owner, and the Owner's successors in title, shall be financially responsible for:

(1) Insurance, maintenance, repair, and replacement of the modifications, installations, or additions.

(2) The costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations, or additions; and

(3) The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property for which the Association is responsible.

(4) The Association may recover and collect such costs indicated in the above Section as an assessment(s) against the responsible Units and Unit Owners.

E. All maintenance, repairs and replacements of, in or to any Unit, whether structural or nonstructural, ordinary or extraordinary, including without limitation, maintenance, repair and replacement of screens, window, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical, plumbing, heating and air-conditioning equipment, fixtures and outlets, if any, within the Unit or belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein, and shall be in accordance with the original plans and specifications therefore or as otherwise directed by the Board of Administration. Additionally, each Unit Owner shall pay all charges for utility services metered directly to his Unit.

Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition, or improvement of any portion of the Unit whether with or without Association approval, such Unit Owner shall be deemed to have warranted to the Association and its members that the Unit Owner's contractor(s) are properly licensed and fully insured, and that the Unit Owner will be financially responsible for any resulting damage to persons or property.

Declarations, Sections 13(A),13(B), 13(C), 13(D), 13(E), 13(F), 13(G), 13(H), 13(I) and 13(J):

13. ASSESSMENTS: LIABILITY, LIENS, PRIORITY, INTEREST AND COLLECTIONS.

A. The Association, through its Board of Administration, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association in the manner provided in the Bylaws, the Assessments shall include monies required for the payment of reserves for capital expenditures and deferred maintenance. The Assessment shall initially be made for one year periods, but shall be payable in advance, in quarterly installments, on the first day of each calendar quarter; however, the Board of Administration shall have the power to establish other collection procedures. If the Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Administration. Unpaid Assessments for the remaining portion of the year for which an amended Assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended Assessment. In addition, the Association by and through the Board of Administration shall have the power to levy Special Assessments against Units in their respective percentages for an unanticipated cost, expense or need which cannot be paid from the regular Assessments. ~~if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer.~~

B. A Unit Owner, regardless of the manner in which he acquired title to his Unit including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments and Special Assessments while he is the Owner of a Unit. The grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and Special Assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance. The liability for Assessments or Special Assessments may not be avoided by waiver of the use or enjoyment of any Common Expenses, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made. A first Mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the first Mortgagee's receipt of the deed. However, the first Mortgagee's liability is limited to a period not exceeding six months, but in no event does the Mortgagee's liability exceed 1% of the original mortgage debt. The first Mortgagee's liability for such Common Expenses or Assessments does not commence until 30 days after the date the first Mortgagee received the last payment of principal or interest. In no event shall the first Mortgagee be liable for more than six months of the Unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the Unit by the first Mortgagee or 1% of the original mortgage debt, whichever amount is less. Association Assessments and Special Assessments are superior in priority to second mortgages regardless of whether the Association's lien was recorded before or after the second mortgage.

C. Assessments and Special Assessments and installments thereof not paid when due shall bear interest from the due date until paid at the maximum rate allowed under Florida law. The Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 or 5% of each installment of the Assessment (and Special Assessment ~~to the extent allowed by law~~), for each delinquent installment. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent Assessment, ~~(and/or Special Assessment, to the extent allowed by law).~~ The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee shall neither be subject to the

provisions of Florida's interest and usury laws nor the provisions of the Condominium Act dealing with the levy of fines against a Unit.

D. The Association shall have a lien upon each Condominium Parcel to secure the personal obligation of each Unit Owner thereof for any unpaid Assessment and Special Assessment and interest thereon. Such lien shall also secure reasonable attorneys' fees and costs incurred by the Association incident to the collection of such Assessment, Special Assessment or enforcement of such lien. The claim of lien shall be recorded among the Public Records of Palm Beach County, Florida, in the manner provided by the Condominium Act. The lien shall be effective from and relate back to the recording of this Declaration and the Association Assessments and Special Assessments operate as a lien immediately upon imposition of such Assessments or Special Assessments, but as between the Association and any first Mortgagee, the lien is effective only from and after the recording of the claim of lien. The Board of Administration may take such action as it deems necessary to collect Assessments and Special Assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Condominium Act and as set forth in this Declaration.

E. Liens for Assessments and Special Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also bring an action to recover a money judgment for unpaid Assessments and Special Assessments without waiving any claim of lien. The Association shall be entitled to recover its reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments or Special Assessments. If a Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action. The Association may bid in the Condominium Parcel at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

F. Any Mortgagee or other purchaser acquiring title to a Condominium Parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Condominium Parcel, whether or not such Condominium Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

G. Nothing contained herein shall abridge or limit the rights or responsibilities of first Mortgagees as set forth in the Condominium Act.

H. ~~Except as provided in this Article 13.H., no Unit Owner other than the Developer as expressed below~~ may be excused from the payment of his proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. ~~The Developer hereby guaranties to each Unit Owner that the Assessment for Common Expenses will not increase over \$130.00 per month per Unit, which is the amount set forth in the estimated operating budget for the first year of operation delivered to each Unit Owner by the Developer. Such guaranty, subject to Developer's right to extend to guaranty period as hereinafter provided, shall be in effect for the period from the date of recording hereof until the earlier of (i) the date 12 months following the recording hereof or (ii) the date upon which the Developer shall cease to~~

~~control the Association (the "Guaranty Period") in accordance with Article 4.14 of the Bylaws. So long as Developer is still in control of the Association, Developer shall have the right to extend the initial 12-month period following the recording of this Declaration for an additional 12 months, but not later than the date Developer shall cease to control the Association. Accordingly, in accordance with the provisions of Section 718.116 of the Condominium Act, the Developer shall be excused from the payment of its share of the Common Expenses which would have been assessed against Units owned by the Developer during the Guaranty Period. The Developer shall pay any amount of Common Expenses incurred during the Guaranty Period and not produced by (a) the Assessments at the guaranteed level receivable from other Unit Owners and (b) such other Association income as is allowed pursuant to the Condominium Act (i.e.), during the Guaranty Period, the Developer shall contribute an amount of money to the Association sufficient to eliminate any deficit between (y) Assessments collectible from Unit Owners other than the Developer, plus such other Association income, and (z) the actual Common Expenses of the Condominium.~~

~~i. Reserved.~~

~~†. I. If any unpaid share of Common Expenses or Assessments or Special Assessments is extinguished by foreclosure of a first mortgage superior lien or by a deed in lieu of foreclosure of a first mortgage thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all the Unit Owners.~~

Declarations, Sections 19(C), 19(D), 19(E), 19(F), 19(G), and 19(H):

C. The Condominium Property shall be subject to such easements for utilities as may be ~~determined by the Developer~~ or required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Condominium Property and notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. ~~To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer Association~~ by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the ~~Developer Association~~ through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

~~D. The Developer hereby reserves unto itself an easement over the Condominium Property exclusive of any Units not owned by it for any activity that Developer determines in its sole but reasonable discretion to be (i) of a nature which does not materially adversely affect the substantial use of the Common Elements by Unit Owners and (ii) necessary to consummate or facilitate the maintenance and repair or development, sale, lease or rental of any unit or land within the Platina development (of which the Condominium is a part) including, but not limited to, the right to maintain models, post signs, use employees in the models or permit use of the Common Elements for marketing purposes. Further, such activities are hereby expressly authorized and permitted. No charge shall be made to Developer for such use.~~

~~D. E. An easement shall exist for pedestrian traffic over, through and across that portion of the Common Elements improved with sidewalks, paths and walks (including grass covered open space) and for vehicular and pedestrian traffic over, through and across such portions of the~~

Common Elements as may from time to time be paved and intended for such purposes. All of such easements shall be without charge and shall be for the use and benefit of all members of the Association, as well as the invitees of such members. ~~Developer~~ Association hereby grants to delivery, pick-up and fire protection services, police and other authorities of the law, United States carriers, representatives of electrical, telephone and other utilities authorized by ~~Developer~~ Association to service the Condominium and representatives of cable television, and to such other persons as ~~Developer~~ Association from time-to-time may designate, the non-exclusive, perpetual right of ingress and egress over, through and across such portions of the Common Elements for the purpose of performing their authorized services and investigation. Such easements shall survive any termination of this Declaration.

~~F. Developer hereby grants to the~~ The Association ~~has,~~ as an appurtenance to the Condominium Property, for the use and benefit of all members of the Association shall from time to time permit pursuant to rules and regulations duly adopted by the Association, an easement (the "Easement") over the property described in Exhibit "E" attached hereto (the "Easement Property"). Use of the Easement Property shall be exclusively for (i) members of the Association (and their guests as previously provided,) , and (ii) ~~the Developer and any persons or entities designated by the Developer.~~ It is intended that the Developer will construct on the Easement Property a parking area together with related improvements including lighting and landscaping. Use of any portion of the Easement Property by members of the Association is limited to those purposes as are reasonably consistent with the nature of the improvements constructed thereon by Developer. For example, paved roadways may be used for pedestrian and vehicular traffic; etc. Use of the Easement Property by Developer may be for any purpose whatsoever, including, but not limited to, construction work and marketing of any property being developed by Developer. Developer may place further easements on the Easement Property not inconsistent with the grant of the Easement to the Association, including, without limitation, the granting of rights for the benefit of residential units which may be constructed on the property whose legal description is attached to this Declaration as Exhibit "F" (the "Adjacent Property") to use, in common with the persons entitled to use the Easement Property pursuant to this Article 19.F., unassigned parking spaces and paved roadways within the Easement Property.

The Developer shall have the right to convey to the Association by quitclaim deed, without charge, fee title to all or any portion(s) of the Easement Property from time to time and all improvements constructed thereon (whether such improvements are specifically described above or not), and the Association shall accept such conveyance(s). However, such conveyance shall be deemed to include a reservation of easement in favor of the Developer over the property conveyed, whether or not expressly reserved in the instrument of conveyance, which easement shall be for any use, without charge, necessary or convenient for the Developer's further development or marketing of land within Platina and not materially adversely affecting the use of the property by members of the Association as such use was made on the date of the conveyance.

The cost and performance of owning and maintaining the Easement Property prior to the time that any improvements are constructed thereon shall be the responsibility of Developer. However, upon substantial completion of any separately usable improvements to the Easement Property (e.g., portions of parking area, driveways, lighting, landscaping, etc.), the The Association shall be responsible for the cost and performance with respect to the Easement Property of maintaining and operating such improvements and the cost of owning the underlying land (including taxes) and all such costs shall be Common Expenses of the Association assessable against all Units owned by all members of the Association (and not limited to Units in the Condominium), except Units owned by the Developer if excused from payment by virtue of a Developer guarantee.

~~The Developer hereby grants to the The Association has, as an appurtenance to the Condominium Property, for the use and benefit of all members of the Association and those guests of such members as shall from time to time be permitted pursuant to rules and regulations duly adopted by any entity having jurisdiction thereover, the right to use unassigned parking spaces and paved roadways, if any, on the Adjacent Property described on Exhibit "F" to this Declaration, in common with the owners of residential units on such Adjacent Property and their guests, for purposes which are reasonably consistent with the nature of any improvements which may be constructed thereon.~~

~~G. In addition to the rights reserved to Developer in Article 19.D. above, and not by way of limitation, for as long as Developer is liable under the terms of its warranty in favor of the Unit Owners and the Association, the Developer, including its designees and contractors, shall have the right, in its and their sole discretion, from time to time, upon reasonable notice to the Unit Owners to enter any Units, the Condominium Property or any Condominium Building, for repair or replacement purposes and take all other action necessary or convenient for the purpose of fulfilling its obligations under the warranty.~~

~~G. H. The Developer and the Board of Administration, on their the Board's behalf and on behalf of the Association and all Unit Owners (each of whom hereby appoints the Developer and the Association as their attorney-in-fact for this purpose) each shall have the right to grant such additional electric, gas, water, distribution or waste water collection or other utility or service or other easements, or relocate any existing easements or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer of the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium Building, or any portion thereof, or the Platina Project or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. The Board of Administration ~~subject to prior consent of the Developer, which consent shall be required until Developer has conveyed title to the last condominium unit (or residential dwelling unit other than a condominium unit) to be built as the Platina Project, or such earlier time as may be determined in the sole discretion of Developer,~~ has the authority without the joinder of any Unit Owners, to grant, modify or move any easement, subject to the provisions of the easement, if the easement constitutes part of or crosses the Common Elements or Association Property or serves the Condominium. The foregoing does not authorize the Board of Administration to modify, move or vacate any easement created in whole or in part for the use or benefit of anyone other than the Unit Owners, or crossing the property of anyone other than the Unit Owners without the consent or approval of those other persons having the use or benefit of the easement, as required by law or by the instrument creating the easement, but does authorize the Board of Administration to act for the Unit Owners with regard to any such easement.~~

Declarations, Sections 20(A) and 20(B):

~~A. After the Developer has relinquished control of the Association, the Association shall have the option to purchase any Unit upon the same terms and conditions as are offered by the Unit Owner to any third person. Prior to the sale or transfer of any Unit to any person other than the transferor's spouse or member of his immediate family or wholly owned corporation, the Unit Owner shall notify the Association in writing of the name and address of the person to whom the proposed sale or transfer is to be made, the terms and conditions thereof together with a copy of the agreement for such sale or transfer and such other information as may reasonably be required by the Association. Failure to do so shall be deemed a breach thereof, and any sale or transfer~~

in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser or transferee. If the proposed sale is bona fide and the Association exercises its option with respect to same, the Association shall, within ten (10) days after its receipt of said notice and such supplemental information as it may reasonably require, deliver to the Unit Owner the deposit required under the terms of such agreement and shall then be obligated to close the sale of the unit in accordance with the terms and conditions thereof. Election of the Association to exercise the said option shall be stated in a certificate executed by the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, by and at the expense of the proposed purchaser or transferee.

~~B. Notwithstanding anything herein or any rule or regulation of the Association to the contrary, the Developer as well as any person approved in writing by the Developer, shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell or transfer Units owned by the Developer or such person, as the case may be, under any terms to any purchasers or transferees without the consent of any person including the Association being required. The Association shall not have the option to purchase or lease any Unit as provided in Sections A and C, respectively, of this Article 20 with respect to any lease, sale, or transfer of a Unit, in connection with the foreclosure of a mortgage by a Mortgagee (or the acceptance of a deed in lieu of foreclosure), or with respect to any sale or transfer by a Mortgagee or other party who acquired the Unit in connection with such foreclosure or deed in lieu of foreclosure. The provisions of this section may not be amended without the consent of the Developer, so long as the Developer owns a Unit in the Condominium.~~

A. The purpose and object of this Section is to maintain a quiet, tranquil, nontransient, and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each Unit Owner. Therefore, the conveyance and disposal of Units and leasing of the Units by Unit Owners shall be subject to the following provisions.

(1) Association Approval Required. No Unit Owner may sell, lease, give, or otherwise transfer ownership of a Unit or any interest therein in any manner without the prior written transfer approval of the Association. The transfer approval shall be a written instrument in recordable form. The approval must be recorded simultaneously in the Palm Beach County, Florida Public Records with the deed or other instrument transferring title to the Unit. It is not the Association's responsibility to record the Association's written approval.

(2) Devise or Inheritance. If any Unit Owner shall acquire title by devise or inheritance or in any other manner not heretofore considered, the continuance of ownership shall be subject to the approval of the Association. Such Unit Owner shall give the Association notice of the title acquisition together with such additional information concerning the Unit Owner as the Association may reasonably require, together with a copy of the instrument evidencing the Unit Owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

If a Unit is inherited by more than one (1) family member or person, the co-owners shall be required to designate one (1) person who shall be: responsible to ensure compliance with governing documents and Rules and Regulations; responsible to receive bills, notices and other communications from the Association; and designated as the voting member. This requirement shall not apply to the situation where the co-owners are husband and wife.

(3) Multiple Owners. De facto time sharing of Units is not permitted.

If a Unit is purchased by more than one (1) person, the co-owners shall be required to designate one (1) person who shall be: responsible to ensure compliance with governing documents and Rules and Regulations; responsible to receive bills, notices and other communications from the Association; and designated as the voting member. This requirement shall not apply to the situation where the co-owners are husband and wife.

(4) Approval Procedure. The approval of the Association shall be obtained as follows:

(a) Application. The Owner must properly submit an application to the Board utilizing the application form created or authorized by the Board. The Association may require such information as it deems reasonably necessary and may impose an application or transfer fee of \$100 or such other or greater amount determined by the Board up to the maximum amount allowed by law.

(b) Association's Options. The Association must, within 30 days after receipt of all the application and information required above, either: (1) approve the proposed sale, transfer or lease, or (2) disapprove the proposed sale, transfer or lease for cause, or (3) in the case of a proposed sale, exercise the Association's option to purchase the Unit or provide an alternate purchaser as set forth below. The Board may make the decision by polling its Board members, and there is no obligation to have a Board meeting on the issue.

In exercising its power of disapproval of a sale, transfer or lease for cause, the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Condominium and the purposes as set forth at the beginning of this section.

(c) Notice of Disapproval. If the Association disapproves the proposed transaction, notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer or lease until such time as all unpaid assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the Unit have been paid.

(6) Option to Purchase or Provide an Alternate Purchaser. In the case of a proposed sale, the Association in all events has the option but not the obligation to purchase the Unit or provide an alternate purchaser. The Association may disapprove a proposed sale or transfer for cause without any obligation to purchase the Unit or provide an alternate purchaser. In the event the Association exercises said option, the Unit Owner must sell the Unit to the Association or to the Association's alternate purchaser on the same terms as the Unit Owner's proposed sale. If the Association elects to purchase the Unit or provide an alternate purchaser, the sale shall be closed within 60 days after the Association makes its election. The 60 day period provided herein shall commence upon the date that the Association notifies the Unit Owner of the Association's election to itself purchase the Unit or provide an alternate purchaser. Notice hereunder shall be by certified mail, return receipt and shall commence upon the Unit Owner's receipt thereof.

(7) Judicial Sales. Judicial sales are exempt from this section.

(8) Unapproved Transactions. Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

B. A Unit may, for estate planning or tax purposes, be occupied by a parent(s) yet deeded to the occupant's adult child(ren), and in such a situation, the occupant(s)- parent(s) shall not constitute lessee(s) or guest(s). Similarly, a Unit may, for estate planning or tax purposes, be occupied by adult child(ren) yet deeded to the parent(s), and in such a situation, the occupant(s)- adult child(ren) shall not constitute lessee(s) or guest(s).

~~Except as provided below, Units shall not be leased without the prior written approval of the Association of both the lease and lessee utilizing the application and approval procedure set forth in Section 20(A). The Association has the right to require that a substantially uniform form of lease be used. The provisions of the Condominium Act, this Declaration, the Articles, the Bylaws and the rules and regulations of the Association shall be deemed expressly incorporated into any lease of a Unit. No lease shall be for a period of less than six (6) twelve (12) months, and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased, unless the proposed lessees fall within the definition of family, as family is defined in Article 2.G.i. of this Declaration. Subleases of Unit are prohibited. Units shall not be leased more than once in any six (6) month period. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue. The Association must either approve or disapprove a lease and lessee within ten (10) days after its receipt of a request for such approval, which request shall be accompanied by such information as the Board may reasonably require. One of the grounds for the Association's disapproval of a lease of a Unit may include a Unit Owner being delinquent in the payment of an Assessment (or Special Assessment, to the extent allowed by law) at the time approval is sought. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Association fails to give the Unit Owner written notice of its approval or disapproval of the proposed lease and lessee, the proposed lease and lessee shall be deemed approved. The Association shall have the option to require any lessee to post a deposit, not in excess of one month's rent, into an escrow account maintained by the Association as security for damage to the Common Elements or Association Property. Payment of interest claims against the deposit, refunds, and disputes under this Article 20.C. shall be handled in the same fashion as provided in the Florida Residential Landlord and Tenant Act.~~

Declaration, Section 24:

24. EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENT.

~~The Developer's plan for the development operation of this Condominium may require from time to time the execution of certain documents required by Palm Beach County, Florida, or some other governmental agency having jurisdiction over this Condominium. To the extent that said documents require the joinder of Unit Owners, the Developer Association by its duly authorized officers may, as the agent of the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer Association, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.~~

Declaration, Sections 26(B), 26(C), 26(D), 26(H), 26(J), 26(K), 26(L), and 26(O):

~~B. If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without the Developer's written approval:~~

- ~~(1) — Assessment of the Developer as a Unit Owner for capital improvements, and~~
- ~~(2) — Any action by the Association that would be determined to the Developer's sale of Units.~~

~~B. G. Notices to Unit Owners shall be sent by regular mail or hand delivery to their place of residence in the Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notice to the Association and the Developer shall be delivered by certified mail to the incumbent Association President with a copy to the current Association manager. 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450. All notices shall be deemed and considered sent when actual delivery or 2 business days following mailing, whichever occurs first. Any party may change his or its mailing address by written notice to the other party.~~

~~C. D. The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. The Association may levy against any Owner a fine in the amount provided for in the Bylaws, and any amendments thereto, for any single violation of the requirements of this Declaration, the Bylaws, or any rule or regulation promulgated thereunder, after having been notified by the Association of such violation, provided notice and opportunity to be heard is provided as required by Rules of the Department of Business and Professional Regulation, State of Florida.~~

~~D. E. The remedies for violations . . . [remainder of Section unchanged].~~

~~E. F. Whenever the context so requires . . . [remainder of Section unchanged].~~

~~E. H. Developer recorded that certain Declaration of Covenants, Restrictions and Easements for Platina ("Master Declaration") in the Public Records of Palm Beach County, Florida. Article 3 of the Master Declaration provides that the Condominium Property may be subjected to said declaration by filing in the public Records of Palm Beach County, Florida an appropriate supplemental declaration extending the operation and effect of said declaration to the Condominium Property. Accordingly, Developer does hereby declare that the Master Declaration The Declaration of Covenants, Restrictions and Easements for Platina ("Master Declaration") and the covenants, conditions and restrictions contained therein shall be covenants running with the Condominium Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Condominium Property or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time owning or holding an interest in the Condominium Property.~~

~~J. — So long as the Developer owns one or more Units, the Association shall take no action which, in the Developer's opinion, would adversely affect the Developer's marketing program with respect to Units or other residential dwelling units.~~

~~H. K. Parking for Unit Owners shall be located on the Easement Property. Prior to the time that all of the Easement Property ultimately to be utilized for parking (as determined by the Developer) is conveyed to the Association by the Developer, the Developer shall have the exclusive right to (i) assign parking spaces for the exclusive use of particular Units and (ii) change assignments so long as each Unit is assigned at least one space at all times. During this time, the~~

~~Association shall have no rights to assign or modify the Developer's parking assignments. When all of the Easement Property ultimately to be utilized for parking is conveyed to the Association by the Developer, the Developer's rights as above set forth in this Articles 26.K. shall terminate and the The Board of Administration of the Association shall have the right to assign and modify the exclusive parking assignments; provided, however, at least one parking space is assigned for the exclusive use of each Unit at all times. Any damage to a parking space incurred during the time a space is assigned for the exclusive use of a Unit (e.g., pot holes caused by dripping fluids) shall be repaired by the Association but the cost of such repair shall be paid by and charged against the Unit to which such space was exclusively assigned if caused by the Unit Owner or another person using the parking space with the Unit Owner's permission.~~

~~L. Storage closets on the Condominium Property, if any are provided, shall be assigned prior to the date upon which control of the Association is transferred to the Unit Owners, by the Developer. After control of the Association is transferred to the Unit Owners, there shall be no reassignment of storage closets. Any damage to a storage closet shall be paid and charged against the Unit to which such locker was exclusively assigned.~~

~~L. M. The Association may operate . . . [remainder of Section unchanged].~~

~~M. N. The Association shall be required . . . [remainder of Section unchanged].~~

~~O. The rights of the Developer under this Declaration, the Articles, or Bylaws may be assigned any number of times, in whole or in part. Any partial assignee shall not be deemed the Developer and shall have no rights other than those expressly assigned. No assignee shall have any liability for any acts of the Developer, or any prior developer, unless such assignee is assigned and agrees to assume such liability.~~

~~N. P. Developer reserves and retains to itself, its successors and assigns: (i) the title to any This Condominium may be serviced by a closed circuit television system, telecommunication system, master antennae system, community antennae television system (collectively the "CATV Service", which comprises part of the Central System hereinafter defined) and related ancillary services and to the equipment including but not limited to conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment both active and passive (the "Central System") in and upon the Condominium Property, and a perpetual easement for the placement and location of the Central System including, but not limited to conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment, both active and passive, and (ii) a perpetual easement for ingress to and egress from the Condominium Property to service, maintain, install, repair and replace the aforesaid apparatus and equipment, and (iii) the right to connect the Central System to such receiving source as Developer may in its sole discretion deems appropriate, including, without limitation, companies licensed to provide the CATV Service in the County, for which service Developer, its successors and assigns or designees shall have the right to charge the Association and/or individual Unit Owners a reasonable fee not to exceed the maximum allowable charge for CATV Service to single family residences as charged within the general vicinity.~~

~~The Unit Owners acknowledge that the Central System described in this Section 26-P., includes but is not limited to the CATV Service as well as the ancillary services which may include security; medical, smoke and fire alert; information retrieval and so forth. Such Central System is offered as part of Developer's endeavor to provide a total environment to the Unit Owners and enhance the "way-of-life" at the Platina development.~~

Declarations, Section 27(D):

~~D. In the event that any party which has financed the construction of the Condominium Property (the "Acquiring Party") acquires title to any Unit(s) owned by Developer (or on which Developer held a mortgage which was assigned to the Acquiring Party) as a result of the foreclosure of a mortgage(s) thereon or the giving of a deed in lieu of foreclosure or in satisfaction of debt, such party shall automatically succeed to all right benefits and privileges of Developer hereunder (and under the Articles of Incorporation, Bylaws and Rules and Regulations of the Association), except to the extent the Acquiring Party specifically disclaims any of such rights, benefits or privileges in a written notice to the Association. Notwithstanding the foregoing or anything to the contrary contained in this Declaration (or in the aforesaid Articles of Incorporation, Bylaws or Rules and Regulations), the Acquiring Party shall in no manner be obligated or liable for any duties, obligations, warranties, liabilities, acts or omissions of Developer (i) occurring or arising from facts existing (regardless of when same became known or should have become known) prior to the date the Acquiring Party succeeds to the rights, benefits and privileges of Developer or (ii) otherwise not directly attributable to the Acquiring Party solely in its own right. The foregoing shall be in addition to, and not in derogation of, the Acquiring Party's rights, benefits and privileges as same may exist elsewhere in, under or in connection with this Declaration (or the aforesaid Articles of Incorporation, Bylaws or Rules and Regulations).~~

Declarations, Section 27(E) is renumbered to be 27(D).

There is added to the Declarations a new Section 28 which shall read as follows:

28. USE RESTRICTIONS.

The following use restrictions together with such additional rules and regulations as may be adopted hereafter by the Board of Administration, shall govern the use of Units, Common Elements and other property owned by the Association or subject to use rights held by the Association, and the conduct of all Unit residents, whether Unit Owners, approved lessees, or the guests of Unit Owners or lessees.

A. In order to enhance the beauty of the buildings and for safety purposes, the sidewalks, entrances, passages, vestibules, stairways, corridors, halls, and all similar Common Elements and other Association Property, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carts, carriages, chairs, tables, or any other similar objects be stored thereon. Bicycles may be stored only in Units or in other specifically designated areas.

B. Owners shall store personal property within their respective Units and designated storage areas.

C. No garbage cans, supplies, milk bottles, or other articles shall be placed on balconies, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any such balconies or patios or part of the Common Elements or Association Property. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas so designated. The Common Elements and Association Property shall be kept free and clear of rubbish, debris, and other unsightly material.

D. So as to maintain the cleanliness of the Condominium Property, no Owner shall allow anything whatsoever to fall from the window, balcony, or doors of his Unit, nor shall he sweep or throw therefrom any dirt or other substances upon the grounds.

E. Vehicles - Passenger automobiles; sport utility vehicles with tires no larger than standard original equipment for the vehicle; and vans with windows on the sides and rear and which are designed and used only for carrying passengers, are the only vehicles that are permitted at the Condominium. In addition, the maximum permitted external size dimensions of any vehicle (including sport utility vehicles and vans) is as follows: 18 ½ feet in length; 7 feet in width; and 6 feet in height.

Commercial vehicles, vehicles with visible external signage or commercial paint scheme, motorcycles, pickup trucks, vehicles with pickup truck type beds in the rear, campers, motor homes, powered or unpowered vehicles having less than or more than four wheels in contact with the pavement in an at-rest condition, mopeds, gopeds, trailers of any type, personal watercraft, and boats are prohibited. An exception is made for temporary parking by service vehicles or delivery vehicles, and bicycles parked in temporary storage or other areas designated by the Board.

The Board of Directors may permit visiting family members and visiting guests to temporarily park a prohibited type of passenger vehicle only in an area specifically designated by the Board. Such permission may be granted at the discretion of the Board, for a limited period on a case by case basis.

All vehicles must be currently licensed and in operating condition. Inoperable or unsightly vehicles are prohibited. The Association may have prohibited vehicles or improperly parked vehicles towed at the expense of the vehicle owner.

Vehicle maintenance work is prohibited on the Condominium Property. Car washing with a hose and running water is prohibited on the Condominium Property. Car washing with a bucket and no running water is permitted.

F. In order that labor costs may be kept to a minimum, employees of the Association may not be sent out of the Condominium Property by any Owner at any time for any purpose. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

G. In order that all Unit Owners may have the quiet enjoyment of their property, no unit Owner shall make or permit any disturbing noises on the Condominium Property or Association Property by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Unit Owners. No Unit Owner shall unreasonably play or suffer to be played upon any musical instrument or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his Unit in such a manner as to disturb or annoy other Unit Owners.

H. No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. No antenna or aerial may be erected or installed on the roof or exterior walls of the Condominium Building without the written consent of the Board of Directors of the Association, except that this prohibition shall not be applicable to television or radio installation permitted or contemplated by the Declaration.

I. In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Condominium Property or Association Property without the written consent of the Board.

J. In order to protect the Condominium Property, each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:

(1) Removing all furniture, plants and other objects from the Unit Owner(s)' screened porch, screened terrace, or screened balcony, where applicable; and

(2) Designating a responsible firm or individual to care for his Unit should same suffer hurricane damage, and furnishing the Board of Administration with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.

K. In order that the Buildings may maintain an attractive and uniform appearance, no Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, windows or roof, nor shall an Owner place anything other than porch furniture or plants on the porch or balcony except with the prior written consent of the Board. An exception is that any Unit Owner shall be permitted to display one portable, removable United States flag in a respectful way.

L. No fences may be erected by Unit Owners upon the Condominium Property or Association Property.

M. Pets shall be restricted to aquarium fish and common domestic cats, common domestic dogs, or small caged birds. No more than one (1) cat or one (1) dog, the maximum permitted adult weight of which is no greater than twenty (20) pounds, shall be permitted in any Unit. Lessees of any Unit shall not be permitted to have pets of any kind.

(1) Prior to a Unit Owner bringing a dog or cat into the Condominium, including replacement of an existing dog or cat, the Unit Owner is required to obtain prior written approval from the Board of Directors. The Unit Owner shall properly submit an application for the dog or cat, using such form(s) as the Board may require, together with such supporting materials as the Board may require. A Unit Owner shall also obtain Association approval under the same procedure for replacement of a dog or cat. Unit Owners are required to register pets with the Association under the procedure required by the Board.

(2) Dogs and cats shall be on a leash at all times when on the Common Elements. Dogs shall never be left tethered outside without being accompanied by the dog owner. A pet shall not be left in a Unit for a period of time exceeding twelve (12) hours, such as a weekend, without attendance by a responsible adult.

(3) The Unit Owner and/or the individual walking same shall be required to clean up after the dog or cat. If the Association Board designates a certain area for Owners to allow their dogs to defecate, Unit Owners with dogs shall use the designated area for such purpose while on Condominium Property.

(4) Any Unit Owner's approval to have a pet reside in the Giardino Village community shall have such approval revoked if: the pet shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association in its sole discretion

or if the Unit Owner fails to abide by this rule regarding pets. The term nuisance in this paragraph shall include but not be limited to aggressive behavior and disturbances to other residents by barking, scratching, howling and other sounds. Before the Board may revoke approval for a pet, the Board shall give the Unit Owner a fifteen(15) day written notice and opportunity to stop the violations or the behavior or disturbances creating a nuisance.

(5) It shall be the responsibility of the Unit Owner to ensure that all local, city, county, state and federal laws, ordinances and other regulations promulgated by such governmental authorities are strictly complied with concerning such pet or pets.

(6) During such time when a pet is housed in a Unit, the Unit Owner will indemnify and hold the Association harmless against any and all claims, liabilities, demands, debts, obligations, costs and expenses(including all attorneys fees and costs at all levels trial and appellate) which may be sustained by or asserted against the Association and/or the members of its Board of Directors by reasons of acts of said pets committed in or about the condominium property.

(7) The Board shall have the right to promulgate Rules further restricting the keeping of pets.

N. In case of any emergency originating in, or threatening any Unit, the Board or any other person authorized by it shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Owner of such Unit is present at the time of such emergency.

O. No one other than persons authorized by the Board shall be permitted at any time on the roof of the Condominium Property.

P. There shall be no solicitation by a person anywhere in the Buildings for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

Q. No fires, barbecue grills, cooking devices or other devices which emit smoke or dust, shall be allowed on any balcony or patio.

R. Units shall be used only as a single family residence and not for business or commercial purposes. However, these use restrictions shall not be construed in such a manner as to prohibit a Unit Owner from maintaining a personal professional library, keeping personal business or professional records or accounts, or handling personal, business, or professional telephone calls or correspondence in and from Owner's Unit. Such uses are expressly declared customarily incident to the principal residential use.

S. Nuisances Prohibited. No person shall engage in any practice, exhibit any behavior, nor permit any condition to exist that will constitute a nuisance or become a reasonable source of annoyance or disturbance to any occupant of the Condominium.

T. Flooring. All Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, or hard surface flooring installed over the proper sound absorbent underlayment with Board approval. A Unit Owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) also shall install a sound absorbent underlayment of such kind and quality equivalent or superior to one fourth inch of cork and perimeter sound isolation material installed in accordance with the

requirements of the Board to substantially reduce the transmission of noise to adjoining Units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner.

The structural integrity of balconies and terraces constructed of steel reinforced concrete is affected adversely by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet, river rock, chatahoochee, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on unenclosed balconies and unenclosed terraces, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on unenclosed balconies or terraces of a Unit shall be installed so as to ensure proper drainage. Any flooring installed on the balconies or terraces of a Unit must be approved by the Board, and the decision of the Board is determinative.

* * * * *

This is not a certified copy

Exhibit "B"

AMENDMENTS TO THE ARTICLES OF INCORPORATION AND BYLAWS OF GIARDINO VILLAGE CONDOMINIUM ASSOCIATION, INC.

The following sections of the Articles of Incorporation and Bylaws are amended as indicated. Added language is underlined. Deleted language is ~~struck through~~. Substantial rewording of specific portions of the Articles of Incorporation and Bylaws. See Articles of Incorporation and Bylaws for prior text.

AMENDMENTS TO ARTICLES OF INCORPORATION

Articles of Incorporation, Article 1:

The name of the corporation shall be GIARDINO VILLAGE CONDOMINIUM ASSOCIATION, INC., and the principal place of business and mailing address of this corporation shall be ~~4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450~~ 9640 Platina Avenue, Boynton Beach, FL 33437-5331 or such other address designated by the Board of Directors. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

Articles of Incorporation, Article 4, Section 4.2(h):

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

Articles of Incorporation, Article 4 is amended by the addition of a new Sections 4.2(k), and 4.2(l) which shall read as follows:

(k) The Board of Directors, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses common elements.

(l) To acquire title to property or otherwise hold property for the use and benefit of its Members.

Articles of Incorporation, Article 5, Section 5.1:

5.1 Membership. The members of the Association ("Members") shall consist of all of the record title owners of Units in the Condominium ~~from time to time, and after termination of the Condominiums,~~ shall also consist of those who were Members at the time of such termination, and their successors and assigns.

Articles of Incorporation, Article 7:

ARTICLE 7

INCORPORATORS

The Name and addresses of the incorporators of the Association are as follows:

NAME ADDRESS

Frank Rodgers 4400 West Sample Road
Suite #200, Coconut Creek, FL 33073-3450

T.R. Beer 4400 West Sample Road
Suite #200, Coconut Creek, FL 33073-3450

Gary Clement 4400 West Sample Road
Suite #200, Coconut Creek, FL 33073-3450

Articles of Incorporation, Article 8:

**ARTICLE 8
OFFICERS**

Subject to the direction of the Board of Administration (described in article 9 below) the affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Administration of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Administration. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The name of the officers who shall serve until their successors are designate by the Board of Administration are as follows:

President T.R. Beer

Vice President Gary Clement

Secretary/Treasurer Frank Rodgers

Articles of Incorporation, Article 9, Section 9.1:

ARTICLE 9

DIRECTORS

9.1 9-4 Number and Qualification. The property, business and affairs of the Association shall be managed by a board (the "Board of Administration") consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three Directors. Directors need to be Members of the Association or residents of Units in the Condominium: must be either:

(a) a Member of the Association;

(b) a spouse or significant other residing with the Member in a Unit;

(c) a parent of a Member, which parent resides in the Unit owned by the Member; or

(d) an adult child of a Member, which adult child resides in the Unit owned by the Member.

The Directors shall serve staggered two(2) year terms. The present number of Directors is seven(7) with the positions of three(3) or four(4) Directors coming up for election each year. If the Association should in the future changes the number of Directors comprising the Board, the Board may establish the staggered two(2) year terms for the director positions.

Articles of Incorporation, Section 9.2 is renumbered to be Section 8.2.

Articles of Incorporation, Section 9.3 is renumbered to be Section 8.3.

Articles of Incorporation, Article 9, Section 9.4:

~~9.4 — First Directors: The names of the members of the first Board of Administration who shall hold office until their successors are elected and have qualified, as provided in the Bylaws are as follows:~~

NAME

~~Frank Rodgers~~

~~Gary Clement~~

~~T.R. Beer~~

Articles of Incorporation, Article 10 is renumbered to be Article 9, and the sections therein are renumbered to be 9.1, 9.2, 9.3, 9.4, ~~9.5~~ and 9.6.

Articles of Incorporation, Article 11 is renumbered to be Article 10.

Articles of Incorporation, Article 12:

ARTICLE ~~11~~ 12

AMENDMENTS

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

11.1 ~~12-1~~ Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

11.2 ~~12-2~~ Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Administration or by not less than one-third (1/3) of the Members of the Association. Directors who are absent from the Board meeting and Members not present in person or by limited proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing it the approval is delivered to the Secretary at or

prior to the meeting. The approval must be: (a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66 2/3% of the entire Board of Administration; or (b) ~~after control of the Association is turned over to Unit Owners other than the Developer~~, by not less 80% of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or (c) ~~after control of the Association is turned over to Unit Owners other than the Developer~~, by not less than 100% of the entire Board of Administrators; ~~or (d) before control of the Association is turned over to the Unit Owners other than the Developer, by not less than 66 2/3% of the entire Board of Administration.~~

~~11.3 12.3~~ Limitation. Provided, however, that no amendment shall make changes in the qualifications for membership nor in the voting rights or property rights of Members, nor any changes in Section 4.3, 4.4 or 4.5 of Article 4, entitled "Powers", without the approval in writing of all Members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the Bylaws, ~~nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.~~

~~12.4 Developer~~ The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

~~11.5 12.5~~ Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Palm Beach County, Florida.

Articles of Incorporation, Articles 13, 14 and 15.

ARTICLE 13

PRINCIPAL ADDRESS OF ASSOCIATION

The principal office of this corporation shall be at ~~Township Center, 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450~~ 9640 Platina Avenue, Boynton Beach, Florida 33437-5231, or such other place as may subsequently be designated by the Board of Administration.

ARTICLE 15

REGISTERED AGENT

The initial registered agent of the Association shall be ~~Minto Builders (Florida), Inc., Attn: Mr. Michael Greenberg, 4400 West Sample Road, Suite 2002, Coconut Creek, Florida 33073-3450.~~

* * * * *

AMENDMENTS TO BYLAWS

Bylaws, Section 1.1:

1.1 Principal Office. The principal office of the Association shall be at ~~4400 West Sample Road, Coconut Creek, Florida 33073~~ 9640 Platina Avenue, Boynton Beach, Florida 33437-5231, or at such other place as may be subsequently designated by the Board of Administration. All books and records of the Association shall be kept at its principal office or at the office of the Association manager.

Bylaws, Section 3.1:

3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board of Administration from time to time, provided that there shall be an annual meeting every calendar year. ~~To the extent possible, the~~ The annual meeting shall be held during ~~September, October, November, or December~~ and no later than twelve (12) months after the last preceding annual meeting. The purposed of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or a stated in the notice of the meeting sent to Unit Owners in advance thereof.

Bylaws, Section 3.6(c)

(c) Voting Member. If a Unit is owned by one person, the right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one person, any of the record Unit Owners may vote, provided that there shall be no more than one vote per Unit. Votes may be cast for Units owned under a trust arrangement, by any trustee. In the case of conflict among the Owners of the Unit, the vote for that Unit shall not be counted as to the matter under consideration in which the conflict arose. ~~If a Unit is owned by one person, his right to vote shall be established by the roster of Members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. If a Unit is owned by a corporation, limited liability company or partnership, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation or company, or by the managing general partner, and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of any undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Members in the manner provided above. In the event a husband and wife do not designate a voting member, the following provisions shall apply:~~

(i) ~~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, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (And the total number of authorized votes in the Association shall be reduced accordingly for such subject only).~~

~~(ii) If only one is present at a meeting, the person present shall be counted for the purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.~~

~~(iii) If both are present at a meeting and concur, either one may cast the Unit vote.~~

Bylaws, Section 3.7:

3.7 Proxies. Except as specifically otherwise provided in the Condominium Act, Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division. Limited proxies and general proxies may be used to establish quorum. Limited proxies shall be used for votes taken to (a) waive or reduce reserves (b) waive financial statement requirement (c) amend the Declaration (d) amend the Articles or Bylaws; and for any other matter for which the Condominium Act requires or permits a vote of the Unit Owners. ~~No proxy, limited or general, shall be used in the election of the Board of Administration. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this subparagraph, Members may vote in person at Members' meetings. A proxy may be made by any person entitled to vote, but shall only be effective 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 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not must be Unit Owners, but no person other than a designee of the Developer may hold more than 5 proxies.~~

Bylaws, Section 3.9:

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

- (a) Call to order by President;
- ~~(b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);~~
- ~~(c)(b)~~ Proof of notice of the meeting or waiver of notice;
- ~~(d)(c)~~ Reading of minutes;
- ~~(e)(d)~~ Reports of officers;
- ~~(f)(e)~~ Reports of committees;
- ~~(g)(f)~~ Appointment of inspectors of election;
- ~~(h) Determination of number of Directors;~~
- ~~(i)(g)~~ Election of Directors;

- (j)(h) Unfinished business;
- (k)(i) New business;
- (l)(j) Adjournment.

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

Bylaws, Section 3.10:

3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives or Board members at any reasonable time within 10 working days after receipt by the Association of a written request. The Association shall retain these minutes for a period of not less than seven years.

Bylaws, Section 4.1:

4.1 Membership. The affairs of the Association shall be managed and governed by a Board of not less than three, nor more than nine Directors, exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the membership. Directors need not be Unit Owners; must be either:

- (a) a Member of the Association;
- (b) a spouse or significant other residing with the Member in a Unit;
- (c) a parent of a Member, which parent resides in the Unit owned by the Member; or
- (d) an adult child of a Member, which adult child resides in the Unit owned by the Member.

The Directors shall serve staggered two(2) year terms. The present number of Directors is seven(7) with the positions of three(3) or four(4) Directors coming up for election each year. If the Association should in the future changes the number of Directors comprising the Board, the Board may establish the staggered two(2) year terms for the director positions.

Bylaws, Section 4.2:

4.2 Election of Directors. The Board of Administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Administration, either in general elections or elections to fill vacancies caused by Recall, resignation, or otherwise, unless otherwise provided in the Condominium Act. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletter, to each Unit Owner entitled to vote, a first notice of the date of the election. The Board of Administration shall hold a meeting within FIVE days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board of Administration shall accept additional nominations. Any Unit Owner or other eligible person may nominate himself or may nominate another Unit Owner or eligible person, if he has permission in writing to nominate the other person. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Administration must give written notice to the Secretary of the Association not less than 40 days before a scheduled election. Not

less than ~~30~~ 14 days before the election, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches printed on one side only which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement for election of members of the Board of Administration; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election for members of the Board of Administration. There shall be no cumulative voting. No unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for reasons of blindness, disability or inability to read or write may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with the provision of the Condominium Act and these Bylaws. The regular election shall occur on the date of the annual meeting.

Bylaws, Section 4.3(a)

(a) Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board of Administration occurring between annual meetings of Members shall be filled by majority action of the remaining Directors as quickly as reasonably possible, ~~provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.14 hereof shall be filled by the Developer without the necessity of any meeting.~~

Bylaws, Section 4.3(c):

(c) ~~Until a majority of the Directors are elected by the Members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors name by the Developer shall be subject to removal by Members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.~~

Bylaws, Section 4.3(d) is renumbered 4.3(c).

Bylaws, Section 4.5:

4.5 Organizational Meeting. The organizational meeting of ~~newly elected or appointed members of the Board of Administration shall be held immediately following within ten days of their election or appointment at such place and time as shall be fixed by the Directors at the annual meeting at which the Directors they were elected or appointed.~~

Bylaws, Section 4.6:

4.6 Board Meetings. Meetings of the Board of Administration and any Committee thereof at which a majority of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape, record or videotape meetings of the Board of Administration. The right to attend meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Adequate notice of all meetings, which notice

shall include an agenda, shall be posted conspicuously on the Condominium Property or Association Property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken upon an emergency basis by at least a majority plus one of the members of the Board of Administration. However, written notice of any meeting at which non-emergency Special Assessments, or at which new rules, or amendments to existing rules regarding Unit use will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property or Association Property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing notice of the meeting and filed among the official records of the Association. ~~Upon notice to the Unit Owners, the~~ The Board shall by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of Board meetings shall be posted. Notice of any meeting in which 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. If there is no Association Property or Common Element facilities upon which notices can be posted, notice of all meetings under this Section 4.6 may be mailed or delivered at least 14 days in advance to the Owner of each Unit.

If a Director, is away from South Florida at the time of a Board meeting, the Director may attend the Board meeting via speaker telephone provided the Board has a speaker telephone and a suitable connection where the place where meeting is to be held. The telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. A Board member attending a Board meeting via speaker telephone may be counted toward obtaining a quorum and may vote over the speaker telephone.

Bylaws, Section 4.12:

4.12 Minutes of Meetings. ~~The minutes of all meetings of the Board of Administration shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time within 10 working days after receipt by the Association of a written request. The Association shall retain these minutes for a period of not less than seven years.~~

Bylaws, Section 4.14:

4.14 ~~Proviso: Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Administration until Unit Owners other than the Developer own 15 percent or more of the Units in a Condominium that will be operated ultimately by the Association. When Unit Owners other than the Developer own 15 percent or more of the Units in a Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Administration. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration (a) three years after 50 percent of the Unit that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after 90 percent of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (c) when all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the~~

ordinary course of business; (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven years after recordation of the Declaration for the first Condominium operated by the Association, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one member of the Board of Administration as long as the Developer holds for sale in the ordinary course of business 5 percent of the Units that will be operated ultimately by the Association. Upon election of the first Unit Owner by Members other than the Developer to the Board of Administration, the Developer shall forward to the Division the name and mailing address of the Unit Owner Member so elected.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least 30 days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control. Within 75 days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administration, or earlier if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than 60 days' notice of an election for the member or members of the Board of Administration. The election shall proceed as provided in Florida Statutes 718.112(2)(d). The notice may be given by any Unit Owner if the Association fails to do so.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Administration of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, or for the purposes of subparagraph (g) below, not more than 90 days thereafter, the Developer shall deliver to the Association, at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable, as to each Condominium operated by the Association:

- (a) — The original or a photocopy of the recorded Declaration(s) of Condominium, and all amendments thereto. If a photocopy is provided, the Developer, or an officer or agent of the Developer shall certify by affidavit that it is a completed copy of the actual recorded Declaration(s);
- (b) — A certified copy of the Articles of Incorporation for the Association;
- (c) — A copy of the Bylaws of the Association;
- (d) — The minute books, including all minutes, and other books and records of the Association, if any;
- (e) — Any rules and regulations which have been adopted;
- (f) — Resignations of resigning officers and Board members who were appointed by the Developer;
- (g) — The financial records, including financial statements of the Association, and source documents from the incorporation of the Association through the date of turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an

independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to Florida Statutes Chapter 473. The accountant performing the audit shall examine, to the extent necessary, supporting documents and records, including the cash disbursements and related paid invoices, to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments and Special Assessments, if any;

- ~~(h) Association funds or the control thereof;~~
- ~~(i) All tangible personal property that is the property of the Association or is or was represented by the Developer in writing to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property;~~
- ~~(j) A copy of the plans and specifications utilized in the construction of remodeling of the improvements and the supplying of equipment, and for the construction and installation of all mechanical components and servicing the improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specification represents, to the best of his knowledge and belief, the actual plans and specification utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the improvements and the Condominium Property;~~
- ~~(k) Insurance policies;~~
- ~~(l) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property;~~
- ~~(m) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one year prior to the date the Unit Owners take control of the Association;~~
- ~~(n) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective;~~
- ~~(o) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records;~~
- ~~(p) Leases of the Common Elements and other leases to which the Association is a party, if applicable;~~
- ~~(q) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and;~~
- ~~(r) All other contracts to which the Association is a party.~~

Bylaws, Section 5(g):

(g) Maintaining bank accounts in federally insured institutions on behalf of the Association and designating the signatories required therefor.

Bylaws, Section 5(p):

(p) Borrowing money on behalf of any or all of the Condominium ~~when required in connection with the acquisition of property~~, and granting mortgages on and/or security interests in Association Property; provided, however, that the consent of the Owners of at least two-thirds (2/3) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of \$50,000.00. If any sum borrowed by the Board of Administration on behalf of the Association pursuant to the authority contained in this subparagraph (p) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in the Common Elements or in the Association Property bears to the interest of all the Unit Owners in the Common Elements or in Association Property shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit. ~~The Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Unit.~~

Bylaws, Section 5(q):

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

Bylaws, Section 5(r):

(r) At its discretion, authorizing Unit Owners ~~or other persons~~ to use portions of the Common Elements of each Condominium or Association Property for private parties and gatherings and imposing reasonable charges for such private use.

Bylaws, Section 5(u):

~~(u) Contracting with and creating special taxing districts.~~

Bylaws, Section 5(v) and 5(w) are renumbered as Section 5(u) and 5(v).

Bylaws, Section 6.1:

6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary ~~(none all of whom need be Directors)~~, all of whom shall be elected by the Board of Administration and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present

Directors. A person may not hold more than once office, ~~except that the President may not also be the Secretary.~~ No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Administration from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manager the affairs of the Association. Officers ~~need not~~ must be Unit Owners.

Bylaws, Section 6.5:

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such federally insured depositories as may be designated by a majority of the Board of Administration.

Bylaws, Section 6.6:

~~6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.41 hereof and by law.~~

Bylaws, Section 8:

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

Bylaws, 9.1(a)(ii) and (iv):

(ii) Special Membership Meeting. If a budget is adopted by the Board of Administration which requires Assessments against such Unit Owners in any one Condominium or the Association as a whole in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners in such Condominium or the Association, as the case may be, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Administration. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners in that Condominium or the Association, as the case may be, shall consider and adopt a budget. The adoption of said budget shall require a vote of Unit Owners of not less than a majority of all the Units (~~including Units owned by the Developer~~) in that Condominium of the Association, as the case may be, which are present at such meeting (in person or by proxy) at which a quorum is attained.

~~(iv) Proviso. As long as the Developer is in control of the Board of Administration, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of Unit Owners owning a majority of the Units (including Units owned by the Developer) in any particular Condominium of the Association as the case may be.~~

Bylaws, Section 9.2:

9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible at least ten (10) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter ~~(or each month at the election of the Board)~~ of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and quarterly ~~(or monthly)~~ installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Administration, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which an amended Assessment is made shall be payable in as many equal installments as there are full quarters ~~(or months)~~ of the fiscal year left as of the date of such amended Assessment. Each such quarterly ~~(or monthly)~~ installment shall be paid on the first day of the quarter ~~(or month)~~, commencing the first day of the next ensuing quarter ~~(or monthly)~~. If only a partial quarter ~~(or month)~~ remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

Bylaws, Section 9.5:

9.5 Depository. The depository of the Association shall be such ~~bank(s) or savings and loan association(s)~~ federally insured institutions in the State as may be required by the provisions of the Condominium Act and as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by ~~such person or two persons~~ as are authorized by the Directors. All funds of the Association shall be maintained separately in accounts in the Association's name. After being received by the Association, reserve funds shall be maintained separately from operating funds. No manager, agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other person.

Bylaws, Section 9.8:

9.8 Accounting Records and Reports. The Association shall maintain accounting records for the Association and for each Condominium in the County in which the Condominium is located or within 25 miles of the Condominium, if maintained in another county, according to good accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Unit Owners or their authorized representatives within 10 working days after receipt by the Association of a written request at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessment come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries

of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ~~sixty (60)~~ one hundred and twenty(120) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous ~~year twelve (12) months. In the alternative, the Association, in accordance with Florida Statute 718111(13), may mail or hand deliver to each Unit Owner a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge upon receipt of a written request from the Unit Owner.~~ The financial report shall 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:

- (a) ~~Cost for security;~~
- (b) ~~Professional and management fees and expenses;~~
- (c) ~~Taxes;~~
- (d) ~~Cost for recreation facilities;~~
- (e) ~~Expenses for refuse collection and utility services;~~
- (f) ~~Expenses for lawn care;~~
- (g) ~~Cost for building maintenance and repair;~~
- (h) ~~Insurance costs;~~
- (i) ~~Administrative and salary expenses; and~~
- (j) ~~General reserves, maintenance reserves and depreciation reserves.~~

Bylaws, Section 12.2(b), (c) and (d):

~~(b) after control of the Association is turned over to Unit Owners other than the Developer, by not less than 80% of the votes of the Members of the Association represented at a meeting at which a quorum has been attained; or~~

~~(c) after control of the Association is turned over to Unit Owners other than the Developer, by not less than 100% of the entire Board of Administration; or~~

~~(d) before control of the Association is turned over to Unit Owners other than the Developer, by not less than 66 2/3% of the entire Board of Administration.~~

Bylaws, Section 12.3:

~~12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer or~~

mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

Bylaws, Section 12.4 is renumbered as Section 12.3.

Bylaws, Section 13:

~~13. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are rules and regulations concerning the use of portions of the Condominium and other Association Property. The Board of Administration may, from time to time, adopt, modify, amend or add to such rules and regulations except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units represented at a meeting at which a quorum is present may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Administration to each affected Unit Owner, not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.~~

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Not a Certified Copy