

General Explanation of Condominium Documents

Declaration of Condominium

Pursuant to the provisions of this instrument, SAIL PROPERTIES, INC. will submit WOODHAVEN III, a Condominium, to the condominium form of ownership under Chapter 718, Florida Statutes, the Condominium Act. The Declaration with its exhibits will be recorded among the Public Records of Palm Beach County, Florida and recordation will occur as soon as construction of this third phase of WOODHAVEN known as WOODHAVEN III, a condominium, is substantially completed. The Declaration, together with the exhibits describe each apartment, its location and dimensions, show the location of parking spaces and common areas, generally describe the obligations of maintenance and repair, set forth the percentage of the common elements, common expenses and common surplus accruing to each apartment owner. Further, the Declaration also contains provisions relating to maintenance apartment, and the first right of refusal of the Condominium Association. The Declaration is essentially the Constitution of the Condominium.

Articles of Incorporation

Woodhaven Condominium Association, Inc.

The condominium is operated by Woodhaven Condominium Association, Inc., a Florida corporation not-for-profit. This corporation was created by filing with the Secretary of the State of Florida a document entitled the Articles of Incorporation. The Articles of Incorporation provide that each apartment owner shall become a member of the Association, sets forth the qualifications for membership of the Board of Directors, and specifies the officers of the Association and their respective functions.

By-Laws

Woodhaven Condominium Association, Inc.

The By-Laws set out specifically the guidelines for the day to day operation of the condominium and the Association. The By-Laws describe the powers and duties of the Board of Directors, how and when meetings are held, the duties of the officers of the corporation, sets forth the items of the budget, etc.

Rules and Regulations

Woodhaven Condominium Association, Inc.

The Rules and Regulations are promulgated by the Board of Directors of the Condominium Association and apply to all members, their families, their guests, and their invitees. The Rules and Regulations are established to maintain an orderly, healthy and congenial life style of each member of the Condominium Association.

## Table of Contents

### DECLARATION OF CONDOMINIUM FOR WOODHAVEN III A CONDOMINIUM

<u>Article</u>		<u>Page</u>
I	Purpose	1
II	Definitions	2
III	Development Plat	3
III-6	Unit Boundaries	4
III-7	Common Elements	4
III-8	Limited Common Elements	4
IV	Apartment Descriptions	5
IV-1(a)	Percentage of Ownership of Common Elements and Surplus	5
IV-2	Common Expense Liability	6
V	Maintenance, Alteration and Improvement	6
VI	Assessments	8
VII	Condominium Association	9
VIII	Insurance	10
IX	Reconstruction or Repair After Casualty	13
X	Eminent Domain	16
XI	Use Restrictions	18
XII	Maintenance of Community Interest (Resales, Transfers, Etc.)	20
XIII	Compliance and Default	25
XIV	Amendment of Declaration	25
XV	Termination	26
XVI	Developer's Units and Privileges	28
XVII	Severability	29

#### Exhibits

A	Legal Description, Survey, Site Plan and Graphic Description
B	Articles of Incorporation
C	By-Laws
D	Rules and Regulations

Projected Operating Budget

DECLARATION OF CONDOMINIUM

OF

WOODHAVEN III

A CONDOMINIUM

PALM BEACH COUNTY, FLORIDA

SAIL PROPERTIES, INC., a Florida corporation, hereinafter called "Developer", for itself, its successors, grantees and assigns hereby makes the following Declaration of Condominium:

ARTICLE I

PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called the Condominium Act.

1. Name and Address. The name by which this condominium is to be identified is WOODHAVEN III, a condominium, and its address is 6601 Boca Del Mar Drive, Boca Raton, Florida.

2. The Land.

a. The lands owned by Developer, a portion of which by this instrument is being submitted to the form of condominium ownership, are situated, lying and being in Palm Beach County, Florida, and described as Replat of Tract 42, BOCA DEL MAR NO. 3, according to the Plat thereof, recorded in Plat Book 30, Page 183, of the Public Records of Palm Beach County, Florida. The portion being submitted herewith is more specifically described in Exhibit A attached hereto and made a part hereof.

b. The Land hereinabove described for the purpose of financing, constructing and completing the improvements thereon is subdivided into three (3) phases, each phase to consist of a certain portion of the real property and contain thereon, in addition to other improvements, apartment buildings and apartments. Each such phase, and apartments therein contained being more specifically designated in Exhibit A attached hereto and made a part hereof. One or more such phases may be submitted to condominium form of ownership prior to all such phases being so submitted but in no event shall this condominium consist of more than three (3) such phases as herein provided.

ARTICLE II  
DEFINITIONS

The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act and as follows (unless the context otherwise requires):

1. Apartment Building means that structure housing four (4) apartments.
2. Apartment means unit as defined by the Condominium Act.
3. Apartment Owner means unit owner as defined by the Condominium Act.
4. Association means WOODHAVEN CONDOMINIUM ASSOCIATION, INC., and its successors and assigns, a Florida corporation not for profit.
5. Common Elements include all items stated in the Condominium Act.
6. Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.
7. Common Expenses include"
  - a. Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments to be maintained by the Association.
  - b. Expenses declared common expenses by provisions of this Declaration or the By-Laws.
  - c. Any valid charge against the condominium as a whole.
8. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.
9. Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

10. Utility Services, as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include, but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

### ARTICLE III

#### DEVELOPMENT PLAN

The condominium is described and established as follows:

1. Survey. A survey of the land showing the improvements thereon is attached as Exhibit A.

2. Plans. The improvements upon the land are to be constructed substantially in accordance with the plans and specifications for such prepared by EDWARD R. BYWATERS and designated as his Commission No. 2887.

3. Alteration of Apartment Units. The Developers reserve the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developers own the units so altered. No such change shall increase the number of apartments, nor alter the boundaries of the common elements (except as herein permitted by the Developers), without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If the Developers shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developers shall apportion between the units the shares in the common elements appurtenant to the units concerned.

a. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by the Developers need be signed and acknowledged only by the Developers and need not be approved by the Association, apartment owners or lienors or mortgagees of apartments or of the condominium, whether or not elsewhere required for an amendment.

4. Easements. The following easements are granted from each apartment unit owner in WOODHAVEN III to each other apartment unit owner in WOODHAVEN I, WOODHAVEN II, WOODHAVEN III, and to the Association.

a. Easements through the common elements for ingress and egress for all persons making use of such common elements for maintenance, repair and replacement of the apartment units and common elements.

b. Easements through the common elements for ingress and egress for all persons making use of such common elements for pedestrian and vehicular purposes of visiting and using the recreation facility and swimming pool surrounded by the WOODHAVEN III property.

c. Every portion of an apartment which contributes to the structural support of the buildings shall be burdened with an easement of structural support for the benefit of the common elements.

d. Easements through the apartments and common elements for all facilities for the furnishing of utility services within the apartment building and/or buildings, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through an apartment shall be only substantially in accordance with the plans and specifications of the building and/or buildings, or as the building and/or buildings were first constructed.

e. Easements through, over and upon entranceways and/or stairways for ingress and egress where the design of the building and/or buildings reasonably contemplates or intends that said entranceways and/or stairways are to be used for the benefit of more than one apartment unit, irrespective of the fact that a portion of the entranceway and/or stairway may be owned or be within the boundaries of a particular apartment unit.

f. An easement for ingress and egress over and upon the paved driveway, parking area, walkways and/or paths for all apartment unit owners, their guests and invitees.

g. In the event that any unit shall encroach upon any common property for any reason not caused by the purposeful or negligent act of the Unit owner or owners or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment unto the common property for so long as such encroachment shall naturally exist; and, in the event that any portion of the common property shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the common property into any unit for so long as such encroachment shall naturally exist.

h. Easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the condominium property nor unreasonably interfering with the enjoyment of the condominium property by the Association's members.

##### 5. Improvements - General Description.

a. Apartment Building. The condominium includes the buildings and apartments designated as:

The condominium includes fourteen (14) apartment buildings, consisting of a ground floor and one additional floor, making a total of two floors in each apartment building. Each building will have two (2) apartments on each floor making a total of four (4) owner apartments in each building.

b. Other Improvements. The condominium includes automobile parking areas and other facilities located substantially as shown in Exhibit A, attached hereto and made a part hereof.

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

a. Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to the intersection with the perimetrical boundaries:

(1) Upper boundary - the horizontal plane of the undecorated finished ceiling.

(2) Lower boundary - the horizontal plane of the undecorated finished floor.

b. Perimetrical Boundaries. The perimetrical boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.

7. Common Elements. The common elements include the land within and all parts of the phases not within the apartment. At such time as all three phases are completed and submitted to condominium by Developer, then the common elements shall include not only the land within a phase but the land within all the phases.

8. Limited Common Elements. Limited common elements refer to assigned automobile parking spaces. The location and dimensions of automobile parking spaces are more particularly described upon the plan which is attached hereto as Exhibit A, and are each identified numerically on such plan. One such parking space shall be assigned to the exclusive use of each apartment. The initial assignment of each parking space shall be made by the Developer.

#### ARTICLE IV

#### APARTMENTS

The apartments of the condominium are described more particularly in Exhibit A attached hereto and made a part hereof. The legal description of each apartment shall consist of a three-digit number starting with the numeral "1" to describe an apartment located on

the first floor of the building, and starting with numeral "2" to describe an apartment located on the second floor. For convenience, each building has been assigned a different number starting with number 30 and running consecutively through number 44.

1. Appurtenances to Apartments. The owner of each apartment shall own a share and certain interests in the condominium property, which share and interests are appurtenant to his apartment, including but not limited to the following items that are appurtenant to the several apartments indicated:

a. Common Elements and Common Surplus. The undivided share in the land and other common elements and in the common surplus which are appurtenant to each apartment is as follows:

(1) An undivided 1.7858 (1/56th) share to each apartment:

<u>Apartment (Unit) No.</u>	<u>Apartment (Unit) No.</u>
159	259
160	260
161	261
162	262
163	263
164	264
165	265
166	266
167	267
168	268
169	269
170	270
171	271
172	272
173	273
174	274
175	275
176	276
177	277
178	278
179	279
180	280
181	281
182	282
183	283
184	284
185	285
186	286



Total 56 such apartments (percentage multiplied by the number of apartments) 100%.

b. Limited Common Elements. Limited common elements refer to assigned automobile parking spaces. The location and dimensions of automobile parking spaces are more particularly described upon the plan which is attached hereto as Exhibit A, and are each identified numerically on such plan. One such parking space shall be assigned to the exclusive use of each apartment. The initial assignment of each parking space shall be made by the Developer.

c. Association Membership. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

2. Liability for Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his apartment. Such common expenses shall include all of the obligations and liabilities of the Association and apartment owners under the terms and provisions of the Declaration of Condominium and related documents.

## ARTICLE V

### MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement shall be as follows:

#### 1. Apartments.

a. By The Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to loan-bearing columns and loan-bearing walls;

(2) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained; and

(3) all incidental damage caused to an apartment by such work shall be repaired promptly at the expense of the Association.

b. By The Apartment Owner. The responsibility of the apartment owner shall be as follows:

(1) To maintain repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(2) To maintain, repair and replace at his expense any and all screening of screened patios, balconies and porches which are a part of his apartment.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(4) To promptly report to the Association any defect or need for which the Association is responsible.

c. Alteration and Improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

2. Community recreation facilities. The Association and/or its agents shall maintain, repair and replace the premises which comprise the community facilities and the expenses necessary to carry out such duties including taxes and insurance will be a common expense of the unit owners.

### 3. Common Elements.

a. By The Association. The maintenance and operation of the common elements shall be the responsibility of the Association and shall be a common expense.

b. Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements, except as provided by the Bylaws, and except as herein permitted by the Developer. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and

this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.

## ARTICLE VI

### ASSESSMENTS

The making and collection of assessments against apartment owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

1. Share of Common Expense. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him.

2. Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

3. Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such lien shall be subordinate to the lien of a mortgage recorded prior to the time of the recording of the claim of lien for such unpaid assessment. In the event of foreclosure of a first mortgage encumbering an apartment, the purchaser at such sale, his successor or assigns, shall not be liable for the share of assessments pertaining to such apartment chargeable to the former owner of such apartment which became due prior to the foreclosure sale of such apartment. Such unpaid share of the assessment shall be deemed to be common expenses collectible from all of the apartment owners. The foregoing provision shall also be applicable to the conveyance of an apartment unit to a first mortgagee in lieu of foreclosure.

4. Rental Pending Foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

## ARTICLE VII

### ASSOCIATION

The operation of the condominium shall be by WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of Florida which shall fulfill its functions pursuant to the following provisions:

1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit B.
2. The Bylaws of the Association shall be the Bylaws of the condominium, a copy of which is attached as Exhibit C.
3. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.
4. Restraint upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.
5. Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.
6. Roster of Apartment Owners and Mortgagees.
  - a. Apartment Owners. The Association shall maintain a roster of apartment owners from the evidence of change of owner furnished to the Association, which roster shall include the mailing addresses of apartment owners which shall be furnished by them from time to time.
  - b. Mortgagees. The Association shall maintain a roster which shall contain the name and address of each owner and holder of a mortgage upon an apartment in the condominium of which notice is given to the Association. Such notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this Declaration shall include any owner and holder of mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

## ARTICLE VIII

### INSURANCE

The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

#### 1. Purchase; Named Insured.

a. Purchase. All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

b. Named Insured. The named insured shall be the Association individually and as agent for the apartment owners without naming them, and shall include the mortgagee of apartments which are listed in the roster of mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

c. Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee included in the mortgage roster. Such copies shall be furnished not less than ten days prior to the beginning of the terms of the policy or not less than ten days prior to the expiration of each preceding policy which is being renewed or replaced, whichever date shall first occur.

#### 2. Coverage.

a. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to vandalism and malicious mischief. The policies shall state whether the following items are included within the coverage in order that the apartment owners may insure themselves if the items are not insured by the Association; air conditioning equipment; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab, inside paint and other inside wall finishes.

b. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and nonowned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

c. Workmen's Compensation policy to meet the requirements of law.

d. Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy or abandonment of an apartment or its appurtenances or of the common elements by an apartment owner shall be assessed against the owner. Not less than ten days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

4. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to any bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this Instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premium nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this Instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

a. Apartment Owners. An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

b. Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the apartment owner and mortgagee pursuant to this Declaration.

5. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

a. Expense of the Trust All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

b. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

c. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

d. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

6. Association as Agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

## ARTICLE IX

### RECONSTRUCTION OR REPAIR AFTER CASUALTY

1. Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Lesser Damage. If apartments to which fifty percent of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

b. Major Damage. If apartments to which more than fifty percent of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property

will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty days after the casualty the owners of seventy-five percent of the common elements agree in writing to such reconstruction or repair.

c. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as Exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than seventy-five percent of the common elements, including the owners of all damaged apartments, which approval shall not be reasonably withheld.

3. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

4. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility or reconstruction and repair, the Association shall obtain reliable and detailed estimates of cost to rebuild or repair.

5. Assessments. If the responsibility of reconstruction and repair after casualty is that of the Association and if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the cost of reconstruction and repair are insufficient, assessments shall be made against all apartment owners in sufficient amounts to provide funds for the payment of such costs; and such assessments shall be in proportion to the owner's shares in the common elements. If the responsibility of reconstruction and repair after casualty is that of the apartment owner and if the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair, the apartment owner shall bear the expense of the additional costs.

6. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:



a. Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

b. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order.

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

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

5. Certificate. Notwithstanding the provisions of this Instrument, the Insurance Trustee shall not be required to determine whether or not the sums paid by the apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this Instrument to be named payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs or reconstruction and repair.

#### ARTICLE X

#### EMINENT DOMAIN

The taking of a portion of an apartment or of the common elements by eminent domain shall be deemed to be a casualty and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to apartment owners, the apartment owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association a special assessment shall be made against a defaulting apartment owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the condominium is not to be terminated and one or more units are taken in part, the taking shall have the following effects:

1. Apartment Reduced but Tenantable. If the taking reduces the size of an apartment and the remaining portion of an apartment can be made tenantable, the award for the taking of a portion of the apartment shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium.

a. The apartment shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner of the apartment.

b. The balance of the award, if any, shall be distributed to the owner of the apartment and to each mortgagee of the apartment included in the mortgagee roster, the remittance being payable jointly to the owner and mortgagees.

c. If there is a balance of the award distributed to the apartment owner or mortgagees, the share in the common elements appurtenant to the apartment shall be equitably reduced. This shall be done by reducing such share by the proportion which the balance of the award so distributed bears to the market value of the apartment immediately prior to the taking, and then recomputing the shares of all apartment owners in the common elements as percentages of the total of their shares as reduced by the taking.

2. Apartment made Untenantable. If the taking destroys or so reduces the size of an apartment that it cannot be made tenantable, the award for the taking of the apartment shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

a. The market value of such an apartment immediately prior to the taking shall be paid to the owner of the apartment and to each mortgagee of the apartment included in the mortgagee roster, the remittance being payable jointly to the owner and mortgagees.

b. The remaining portion of such apartment, if any, shall become a part of the common elements and shall be placed in condition for use by all of the apartment owners in the manner approved by the Board of Directors; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the common elements.

c. The shares in the common elements appurtenant to the apartments which continue as a part of the condominium shall be equitably adjusted to distribute the ownership of the common elements among the reduced number of owners. This shall be done by recomputing the shares of such continuing owners in the common elements as percentages of the total of the shares of such owners as they exist prior to the adjustment.

d. If the amount of the award for the taking is not sufficient to pay the market value of the condemned apartment to the owner and to condition the remaining portion of the apartment for use as a part of the common elements, the additional funds required for such purposes shall be raised by assessments against all of the apartment owners who will continue as owners of apartments after the changes in the condominium effected by the taking. Such assessments shall be made in proportion to the shares of such owners in the common elements after the changes effected by the taking.

3. Arbitration. If the market value of an apartment prior to the taking cannot be determined by agreement between the apartment owner and mortgagees of the apartment included in the mortgagee roster and the Association within thirty days after notice by either party, such values shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination

upon an average of their appraisals of the apartment; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all apartment owners in proportion to the shares of the owners in the common elements as they exist prior to the changes effected by the taking.

4. Amendment of Declaration. The changes in apartment, in the common elements, in the ownership of the common elements and in shares of liability for common expenses which are effected by eminent domain shall be evidenced by an amendment of Declaration of Condominium which need be approved only by a majority of all directors of the Association.

## ARTICLE XI

### USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land.

1. Apartments. Each condominium unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any condominium unit shall permit use of any condominium unit or any part thereof for transient, hotel or commercial purposes or for any purposes other than for residential purposes. Except as reserved to Developer, no apartment may be divided or subdivided into a small unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be effected.

2. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

3. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

5. Leasing. After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee and his family, its servants and guests. No rooms may be rented, no automobile parking space may be rented except as a part of an apartment or to another apartment owner, and no transient tenants may be accommodated.

6. Regulations. Reasonable regulations concerning the use of the condominium property have been made and are attached hereto, marked Exhibit "D", and may be amended from time to time by the Board of Directors of the Association, provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five percent of the votes of the entire membership of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

7. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

## ARTICLE XII

### MAINTENANCE OF COMMUNITY INTEREST

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

#### 1. Transfers Subject to Approval.

a. Sale. No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Association except to an apartment owner.

b. Lease. No apartment owner may dispose of an apartment or any interest in an apartment by Lease without approval of the Association except to an apartment owner.

c. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

d. Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of the apartment shall be subject to the approval of the Association.

e. Other Transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

2. Approval by Association. The approval of the Association that is required for the transfer or ownership of apartments shall be obtained in the following manner:

a. Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. A reasonable screening fee may be charged simultaneously with receipt of the notice by the Association to defray the Association's actual expenses for processing the application for transfer, but said fee shall not exceed fifty (\$50.00) Dollars. Such notice, at the apartment owner's option, may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Leases. An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift; Devise or Inheritance; Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to Give Notice. If the above-required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

b. Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Palm Beach County, Florida, at the expense of the lessee.

(3) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the apartment owner.

c. Approval of Corporate Owner or Purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

3. Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty days after receipt of such notice and information the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the approved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty days after the delivery or mailing of the agreement to purchase, or within ten days after determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing and the lease shall not be made.

c. Gifts, Devise or Inheritance; Other Transfers; If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration



Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitrators shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten days following the determination of the sale price.

(4) A certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the apartment owner.

4. Mortgage. No apartment owner may mortgage his apartment nor any interest in it, without the approval of the Association, except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

5. Exceptions. The foregoing provisions of the section entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by, a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

6. Unauthorized Transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

## ARTICLE XIII

### COMPLIANCE AND DEFAULT

Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

1. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy, or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Regulations adopted pursuant to them and the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

3. No Waiver of Rights. The failure of the Association or any apartment 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 Regulations shall not constitute a waiver of the right to do so thereafter.

## ARTICLE XIV

### AMENDMENTS

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner.

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

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

a. not less than seventy-five percent of the entire membership of the Board of Directors and not less than seventy-five percent of the votes of the entire membership of the Association; or

b. not less than eighty percent of the votes of the entire membership of the Association; or

c. until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments.

3. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent, and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share in the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

4. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Palm Beach County, Florida.

## ARTICLE XV

### TERMINATION

The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

1. Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

2. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than seventy-five percent of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the sixtieth day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

a. Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of the apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

b. Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

c. Payment. The purchase price shall be paid in cash.

d. Closing. The sale shall be closed within ten days following the determination of the sale price.

3. Certificate. The termination of the condominium either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Palm Beach County, Florida.

4. Shares of Owners after Termination. After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owner's apartments prior to the termination.

5. Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

## ARTICLE XVI

### DEVELOPER'S UNITS AND PRIVILEGES

1. The Developer at the time of the recording of this Declaration of Condominium, is the owner in fee simple of all of the real property units and individual condominium units (apartments) together with any appurtenances thereto. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any persons approved by it. Said Developer shall have the right to transact on the condominium property any business necessary to complete units, to consummate sale of units, including but not limited to the right to maintain models, have signs, employees in the office, use the common elements and to show apartments. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

2. There is reserved to Developer specifically the right to submit one or more phases to condominium or to withhold such submission of one or more such phases until, in Developer's sole discretion, such phase should be so submitted. In the event there are incomplete phases or unsold apartments, the Developer retains the right to be the owner thereof and to sell, lease or rent said apartments without the necessity of obtaining the approval of WOODHAVEN CONDOMINIUM ASSOCIATION, INC.

3. This article shall not be subject to amendment.

ARTICLE XVII

SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

SAIL PROPERTIES, INC.

BY: \_\_\_\_\_  
Its President, IRVIN TALESNICK

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA                     )  
  ) SS  
COUNTY OF PALM BEACH            )

BEFORE ME personally appeared IRVIN TALESNICK, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of the above-named SAIL PROPERTIES, INC., a corporation, and acknowledged to and before me that he executed such instrument as such President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

\_\_\_\_\_  
Notary Public

My Commission Expires:

2.3 Same

Those portions of Tracts A and B, according to "Replat of Tract 42, Boca Del Mar No. 3" as recorded in Plat Book 30 at Page 183, of the Public Records of Palm Beach County, Florida, described as follows:

Commencing at the Northeast corner of said Tract B; thence run South  $88^{\circ}16'32''$  West (on an assumed bearing) 170.46 feet along the Northernly boundary of said Tract B; thence continue South  $88^{\circ}16'32''$  West 823.14 feet, to the Northwest corner of said Tract B; thence run South  $5^{\circ}39'28''$  East 517.24 feet along the West boundary of said Tract B; thence run North  $84^{\circ}20'32''$  East 129 feet; thence run North  $5^{\circ}39'28''$  West 379.07 feet; thence North  $88^{\circ}16'32''$  East 684.95 feet; thence run North  $1^{\circ}43'28''$  West 129 feet, to the Point of Beginning.

EXHIBIT "A"

EXHIBIT B  
ARTICLES OF INCORPORATION  
DECLARATION OF CONDOMINIUM  
FOR  
WOODHAVEN III, A CONDOMINIUM  
PALM BEACH COUNTY, FLORIDA



ARTICLES OF INCORPORATION  
OF  
WOODHAVEN CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I

NAME

The name of the corporation shall be WOODHAVEN CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, Chapter 711, Florida Statutes, for the operation of WOODHAVEN, located upon the following lands in Palm Beach County, Florida:

See Exhibit A attached hereto and made a part hereof

ARTICLE III

POWERS

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

1. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.
2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. The maintenance, repair, replacement and operation of the condominium property.

d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

e. The reconstruction of improvements after casualty and the further improvement of the property.

f. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than seventy-five percent of the votes of the entire membership of the Association before such shall become effective.

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

h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.

i. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such portions.

k. To employ personnel to perform the services required for proper operation of the condominium.

3. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

## ARTICLE IV

### MEMBERS

1. The owner of the land upon which the condominium is being erected shall be a member of the Association until such time as the Declaration of Condominium has been recorded, after which time its membership shall cease, except that it shall continue with reference to any condominium apartment owned by the owner of said land.

2. After the Declaration of Condominium has been recorded, the members of the Association shall consist of all of the record owners of apartments in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

3. After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Palm Beach County, Florida, a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association and the membership of the prior owner shall at that time be terminated.

4. The interest of any member in any part of the real property or in the funds and assets of the Association cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to his apartment.

5. The owner or owners of each apartment shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

## ARTICLE V

### DIRECTORS

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

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

3. The first election of the directors shall not be held until after the developer has closed the sales of all of the apartments of the condominium, or until after December 31, 1978, whichever occurs first. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

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

IRVIN TALESNICK	6601 Boca Del Mar Drive Boca Raton, Florida 33432
ALLAN M. ORLOVE	6601 Boca Del Mar Drive Boca Raton, Florida 33432
DONALD H. REED, JR.	555 South Federal Highway Boca Raton, Florida 33432

#### ARTICLE VI

##### OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	IRVIN TALESNICK 6601 Boca Del Mar Drive Boca Raton, Florida 33432
Vice President and Assistant Secretary	ALLAN M. ORLOVE 6601 Boca Del Mar Drive Boca Raton, Florida 33432
Secretary-Treasurer	DONALD H. REED, JR. 555 South Federal Highway Boca Raton, Florida 33432

ARTICLE VII

INDEMNIFICATION

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

ARTICLE VIII

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE IX

AMENDMENTS

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

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Except as elsewhere provided, approvals of amendments must be by not less than a majority of the entire membership of the Board of Directors and by not less than seventy-five percent of the votes of the entire membership of the Association.
3. Provided, however, that no amendment shall make any changes in the qualifications for membership, the voting rights of members, the percentage of ownership owned by any member of a condominium apartment in the general common elements of the condominium and the percentage of the assessments to be levied against any member for the operation and maintenance of the general common elements of the condominium, without approval in writing by all members and the Joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

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

## ARTICLE X

### TERM

This Association shall continue to exist so long as the condominium shall be in existence. The Association may be terminated by termination of the condominium in accordance with the conditions as set forth in the Declaration of Condominium and supporting documents.

## ARTICLE XI

### ASSESSMENTS AND FUNDS

1. All assessments paid by the owners of condominium apartments for the maintenance and operation of the condominium, shall be utilized by the Association to pay for the cost of said maintenance and operation. The Association shall have no interest in any funds received by it through assessments from the owners of individual condominium apartments except to the extent necessary to carry out the powers vested in it as agents for said members.

2. The Association shall make no distribution of income to its members, directors or officers, and it shall be conducted as a non-profit corporation.

3. Any funds held by the Association from its receipts, over and above its common expenses, shall be known as the common surplus of the corporation and the same shall be held for the use and benefit of the members in proportion to the percentage of the ownership in the limited and general common elements of the condominium.

4. Upon termination of the condominium and dissolution, or final liquidation of this Association, the distribution to the members of this Association of the common surplus in proportion to the percentage of their ownership in the general common elements shall not constitute or be deemed to be a dividend or distribution of income.

ARTICLE XII

SUBSCRIBERS

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

IRVIN TALESNICK	6601 Boca Del Mar Drive Boca Raton, Florida 33432
ALLAN M. ORLOVE	6601 Boca Del Mar Drive Boca Raton, Florida 33432
DONALD H. REED, JR.	555 South Federal Highway Boca Raton, Florida 33432

IN WITNESS WHEREOF, the subscribers have affixed their signatures on this 9th day of December, 1974.

/s/  
IRVIN TALESNICK

/s/  
ALLAN M. ORLOVE

/s/  
DONALD H. REED, JR.

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared IRVIN TALESNICK, ALLAN M. ORLOVE and DONALD H. REED, JR., who after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 9th day of December, 1974.

/s/ Robert B. Tanner  
Notary Public

My Commission Expires:

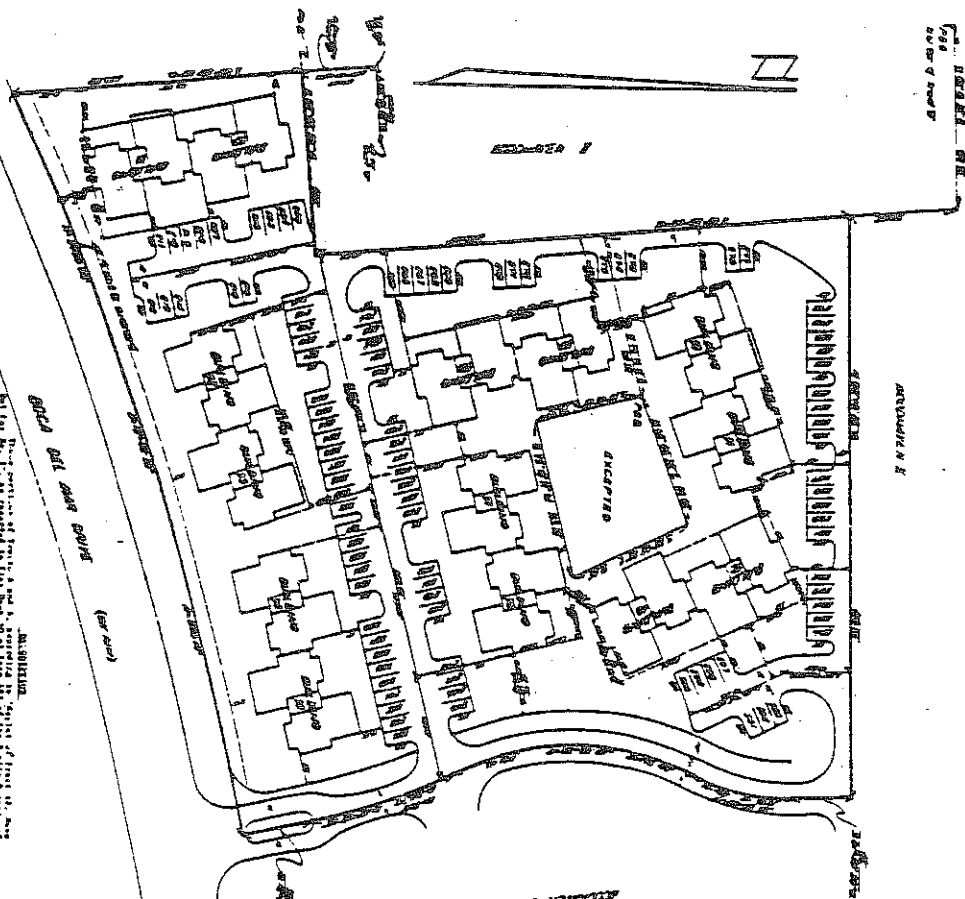
March 12, 1978

(SEAL)

EXHIBIT A  
TO THE  
ARTICLES OF INCORPORATION  
OF  
WOODHAVEN CONDOMINIUM ASSOCIATION, INC.

Tract 42, BOCA DEL MAR NO. 3,  
according to the Plat thereof,  
recorded in Plat Book 30, Pages  
82, 83 and 84, of the Public  
Records of Palm Beach County,  
Florida.





THIS FLOOR PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN PERMISSION. ANY UNAUTHORIZED REPRODUCTION OR COPIING OF THIS FLOOR PLAN IS STRICTLY PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN OR FOR THE RESULTS OF ANY ACTION TAKEN THEREON. THE USER OF THIS FLOOR PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

DATE: 10/15/2023  
 DRAWN BY: J. SMITH  
 CHECKED BY: M. JONES

1. Each building and each apartment is to be fitted with a meter, or meters, on the premises.
2. The building shall be fitted with a fire alarm system, and the building shall be fitted with fire extinguishers.
3. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
4. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
5. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
6. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
7. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
8. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
9. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
10. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
11. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
12. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
13. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
14. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
15. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
16. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
17. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
18. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
19. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
20. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
21. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
22. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
23. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
24. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.
25. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.

**ARTICLE 10. GENERAL PROVISIONS.**

10.1. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.

10.2. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.

10.3. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.

10.4. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.

10.5. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.

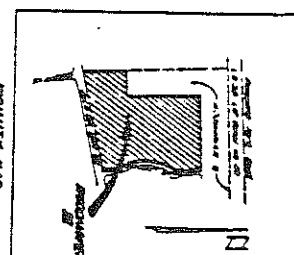
10.6. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.

10.7. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.

10.8. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.

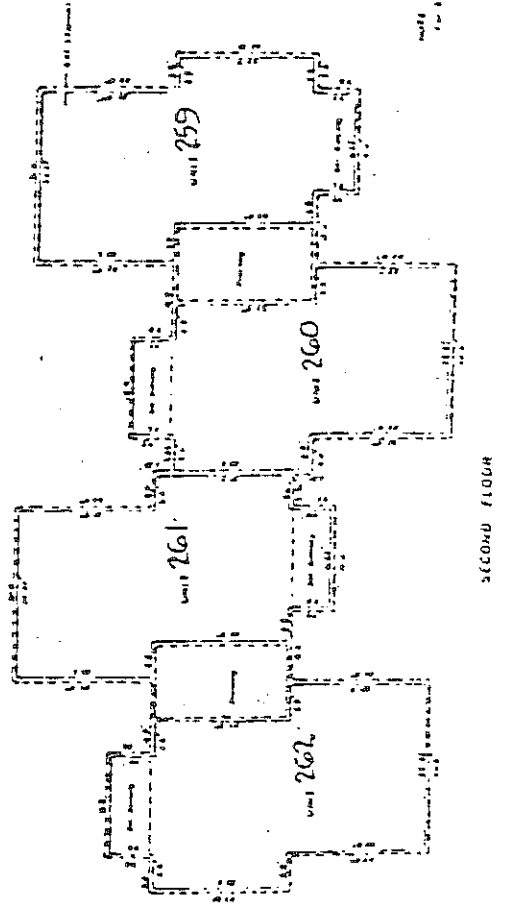
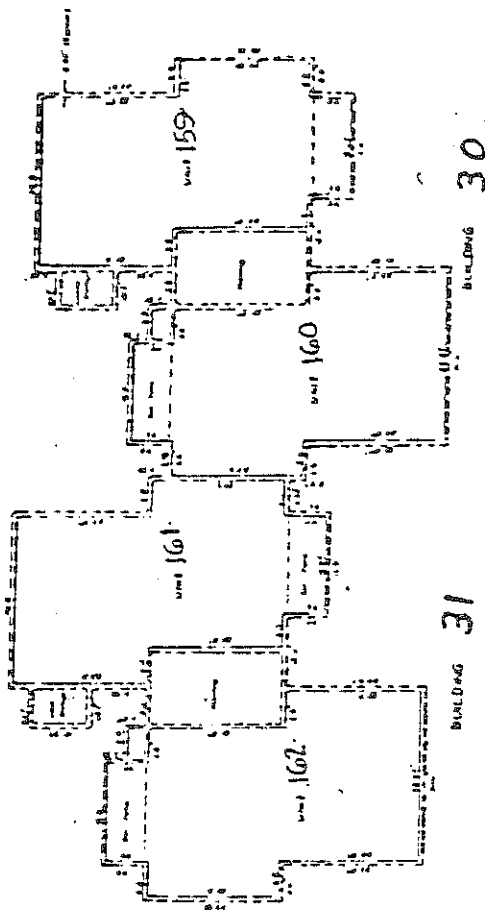
10.9. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.

10.10. The building shall be fitted with a fire escape, and the fire escape shall be kept in good order.



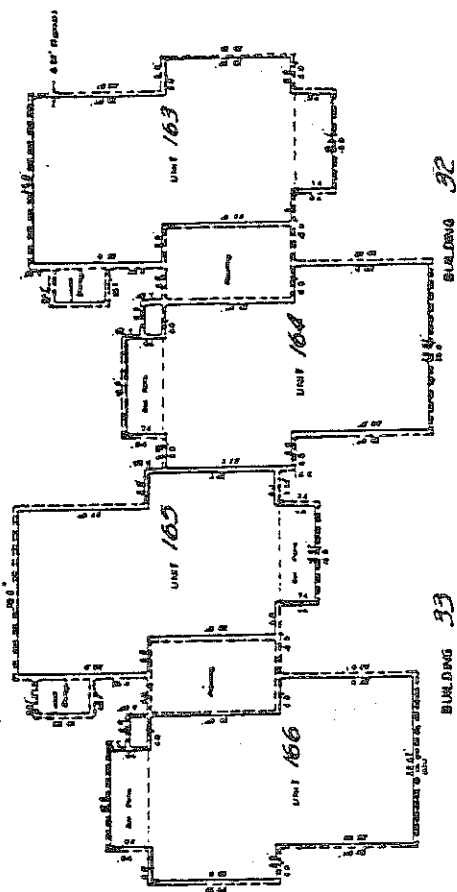
NO.	DESCRIPTION	DATE
1	REVISION	10/15/2023
2	REVISION	10/15/2023
3	REVISION	10/15/2023
4	REVISION	10/15/2023
5	REVISION	10/15/2023
6	REVISION	10/15/2023
7	REVISION	10/15/2023
8	REVISION	10/15/2023
9	REVISION	10/15/2023
10	REVISION	10/15/2023

ARCHITECT: J. SMITH  
 ENGINEER: M. JONES  
 DATE: 10/15/2023  
 PROJECT: 1000 N. B. STREET  
 CITY: MIAMI, FLORIDA  
 STATE: FLORIDA

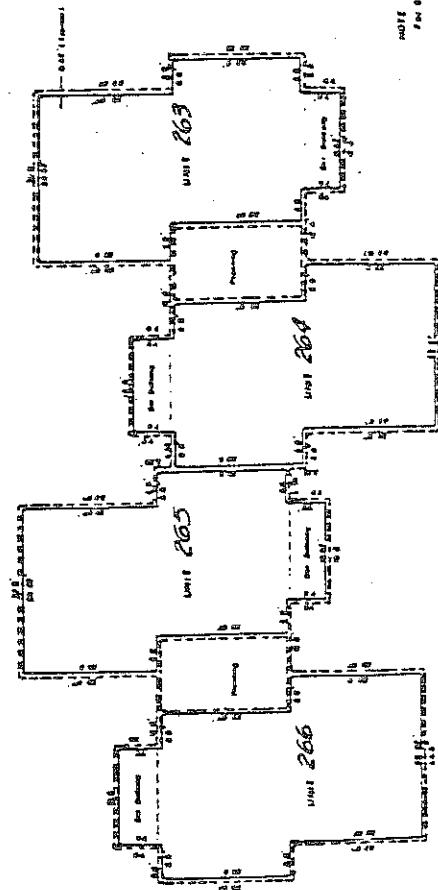


LEGEND:  
Boundary of Enclosure Unit  
Structure Boundary

WOODBRIDGE A CONDOMINIUM  
Sole PROVIDER INC  
Wilmington, Delaware, Inc.  
1997-01-01, Rev. 11/02  
Scale: 1/8" = 1'-0"

FIRST FLOOR



SECOND FLOOR

LEGEND  
 Boundary of Condominium Units  
 Structure Boundaries

THIS PLAN AND ALL OTHER INSTRUMENTS OF ASSIGNMENT OF INTEREST IN THIS CONDOMINIUM ARE SUBJECT TO THE CONDOMINIUM ACT, CHAPTER 520, F.S., AS AMENDED FROM TIME TO TIME.

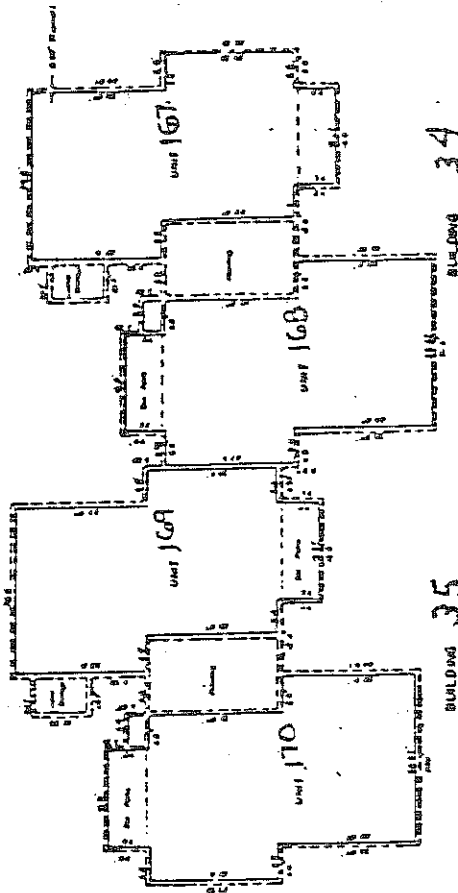
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation on this 1st day of November, 1978.

WILSON & LYNN, INC.  
 ATTORNEYS AT LAW  
 1000 N. GULF BLVD.  
 SUITE 100  
 TAMPA, FLORIDA 33602

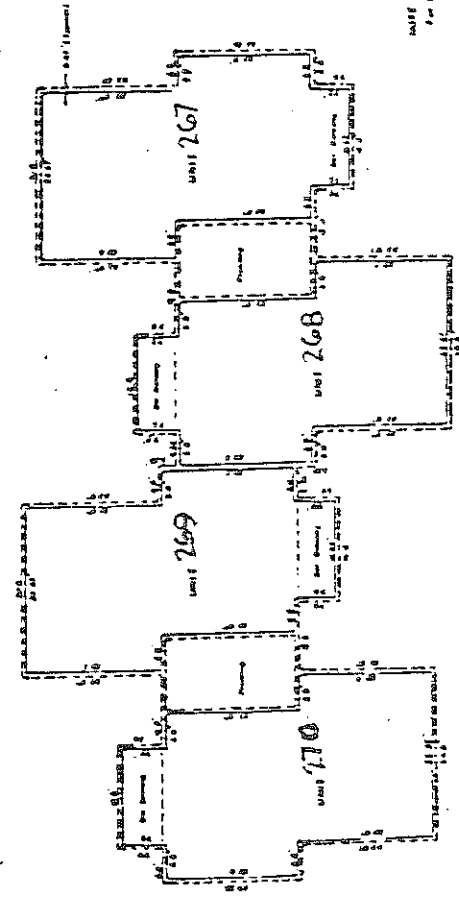
NOTE: For Survey and Plat Plan see sheet 100

NO.	DATE	REVISION

1978



FIRST FLOOR



SECOND FLOOR

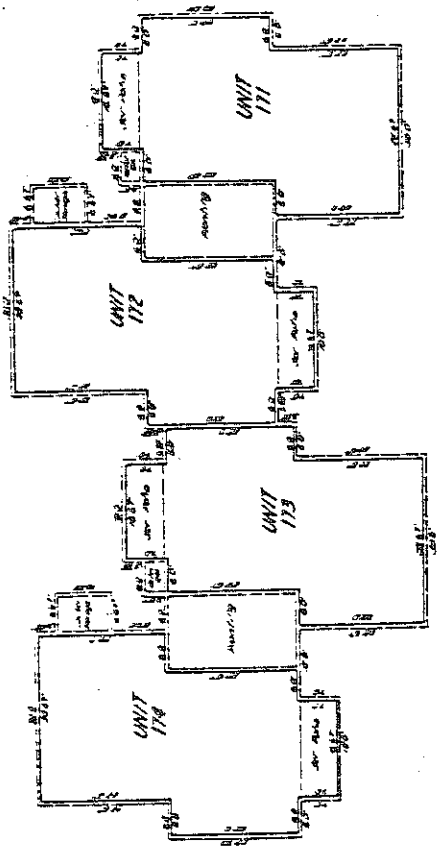
LEGEND:  
 Boundary of Apartment Unit ———  
 Building Structure - - - - -

THE CITY OF HOUSTON  
 OFFICE OF THE COMMISSIONER OF  
 HOUSING AND COMMUNITY DEVELOPMENT  
 1100 HOUSTON STREET, SUITE 1000  
 HOUSTON, TEXAS 77002  
 SALES, PROPOSALS, RENTALS, INC.

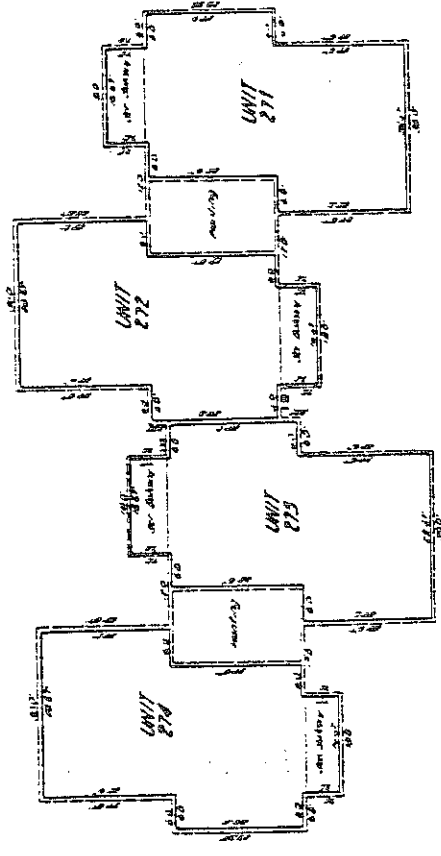
Whittaker & Lutz, Inc.  
 ARCHITECTS OF RECORD  
 1000 N. GULF STREET  
 HOUSTON, TEXAS 77002  
 DATE: 1978

NO.	DATE	REVISION

NOTE:  
 For Units and Floor Plan see sheet 34 B



BUILDING 37  
FIRST FLOOR  
BUILDING 36



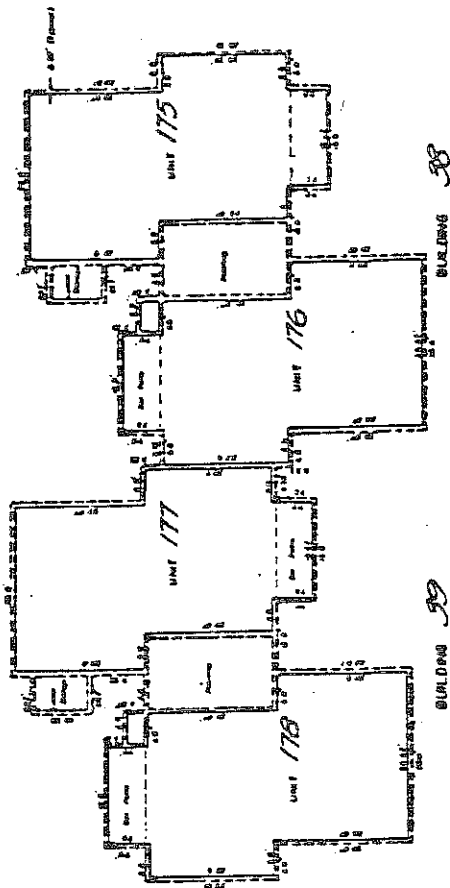
SECOND FLOOR  
(See Survey and Plot Plan, See Sheet 1 of 3)

Survey of (Drawings in this Structure Approved)

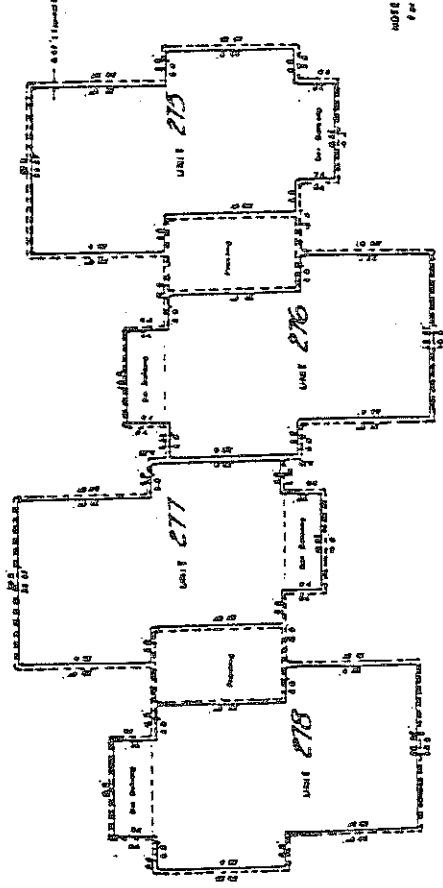
Winn-Dixie Stores, Inc.  
1000 N. 1st Street  
Tallahassee, Florida  
DATE: APR. 27, 1959

Winn-Dixie Stores, Inc.  
1000 N. 1st Street  
Tallahassee, Florida  
DATE: APR. 27, 1959

NO.	DATE	REVISION



FIRST FLOOR



SECOND FLOOR

LEGEND:  
 Boundary of Condominium Unit  
 Building Boundary

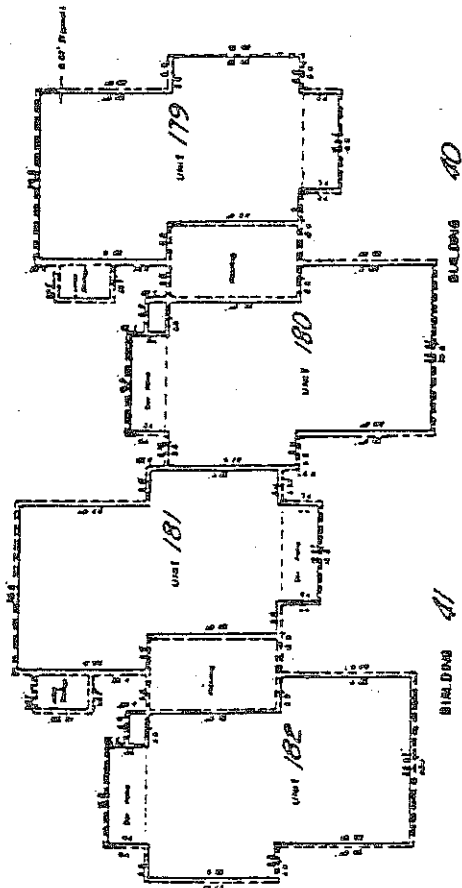
IN THE JURISDICTION OF THE STATE OF CALIFORNIA, I, the undersigned, a duly qualified and licensed Architect, have prepared the above described plans for the building described in the following:

PROJECT:  
 WOODHAVEN III, A CONDOMINIUM  
 2111 HAZEL STREET, JULY 1973  
 SAIL PROPERTIES, INC.

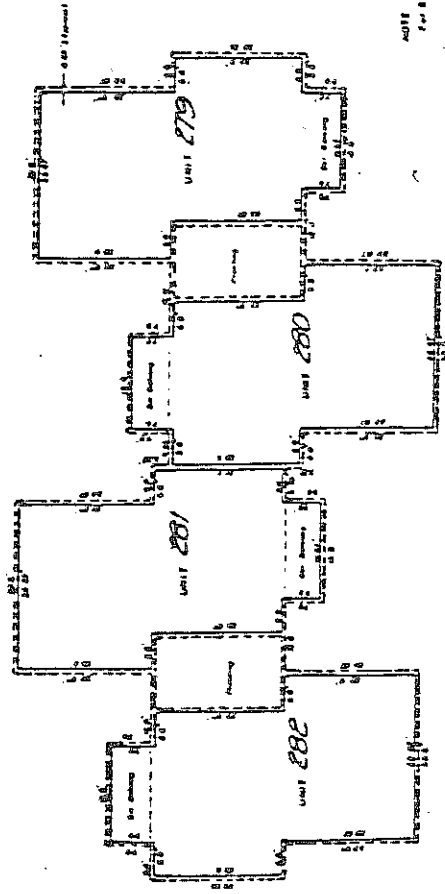
WILSON/JACOBSON & LEVY, INC.  
 ARCHITECTS & CONSULTANTS  
 1000 16TH STREET  
 SAN FRANCISCO, CALIFORNIA 94103  
 DATE: 1973

NOTE:  
 For Survey and Plot Plan see sheet 140-B

NO.	REVISION	DATE



FIRST FLOOR



SECOND FLOOR

LEGEND:  
 Boundary of Condominium Unit  
 Existing Building

As the sole and exclusive agent for the sale of the units in the Condominium Unit  
 Addition of Units at 1000 West 10th Street, Tulsa, Oklahoma

WOODHAVEN III A CONDOMINIUM  
 1000 WEST 10TH STREET, TULSA, OKLAHOMA

SAIL PROPERTIES, INC.

Whittaker & Lynch, Inc.

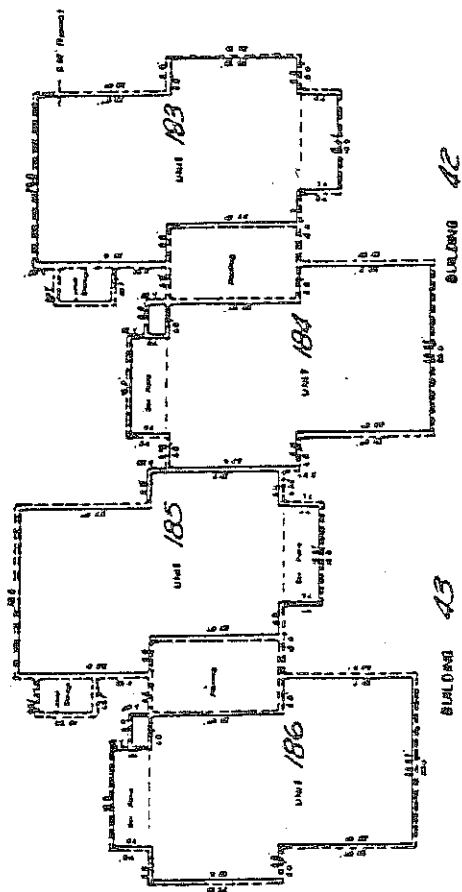
Surveyed & Substantiated

1000 W. 10th Street

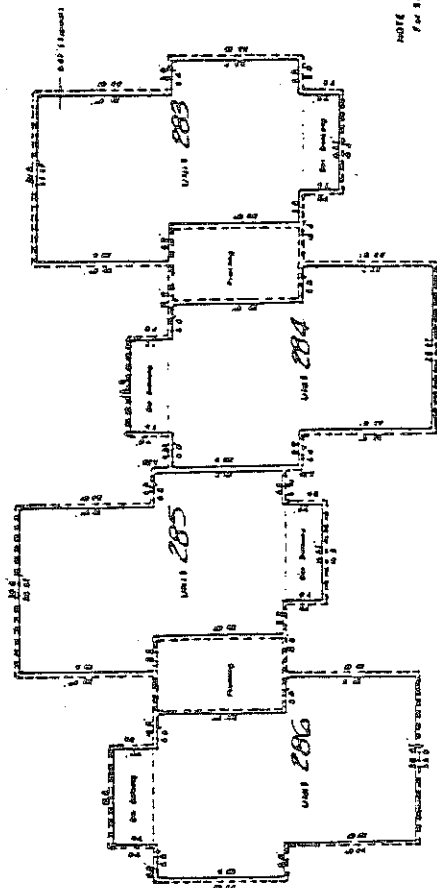
1000 West 10th Street, Tulsa, Oklahoma

1978

-7-8-



FIRST FLOOR



SECOND FLOOR

LEGEND:  
 Boundary of Condominium Units  
 Structural Elements

NOTE:  
 For Survey and Plot Plan see sheet 128

IN THE OFFICE OF THE COMMISSIONER OF REVENUE AND TAXATION  
 STATE OF NEW JERSEY  
 DIVISION OF REVENUE AND TAXATION

WOODHAVEN II A CONDOMINIUM  
 2400 WOODLAND AVENUE  
 SOUTH BRUNSWICK, N.J. 08901

SALE PROPERTIES, INC.

Witnessed & Licensed  
 CLAYTON S. LYNCH, INC.  
 REAL ESTATE BROKERS  
 1000 PINE ST. SUITE 1000  
 NEW BRUNSWICK, N.J. 08901  
 DATE 1978

NO.	DATE	DESCRIPTION



EXHIBIT C  
BY-LAWS  
DECLARATION OF CONDOMINIUM  
FOR  
WOODHAVEN III, A CONDOMINIUM  
PALM BEACH COUNTY, FLORIDA

BYLAWS

OF

WOODHAVEN CONDOMINIUM ASSOCIATION, INC.

A Corporation not for profit under  
the laws of the State of Florida

ARTICLE I

MEETINGS OF MEMBERS

Section 1. Annual Meetings

The annual meetings of the members of this Association shall be held at the office of the Association at 2:00 o'clock P.M., Eastern Standard Time, on the 1st day of February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

Section 2. Special Meetings

Special meetings of the members of the Association shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officers upon receipt of written request from members entitled to cast one-third of the votes of the entire membership.

Section 3. Notice of Meetings

Notice of all meetings of the members of this Association stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by certificate of the person giving the notice. Notice of meeting may be waived before or after meetings.

Section 4. Quorum

A quorum at meetings of the majority of this Association shall consist of persons entitled to cast a majority of votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

## Section 5. Voting

(a) In any meeting of members, the owners of individual apartments shall be entitled to cast one vote in the affairs of the Association, unless the decision to be made is elsewhere required to be determined in another manner.

(b) If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast a vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the president or vice president of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until designating the person entitled to cast the vote of an apartment may be revoked by any owner of an apartment. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

## Section 6. Proxies

Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

## Section 7. Adjourned Meetings

If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

## Section 8. Order of Business

The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Election of chairman of the meeting
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of officers
- (f) Reports of committees
- (g) Election of inspectors of election
- (h) Election of directors
- (i) Unfinished business
- (j) New business
- (k) Adjournment

Section 9. Proviso

Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all the apartments of the condominium, or until December 31, 1979 or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE II

DIRECTORS

Section 1. Membership

The affairs of the Association shall be managed by a Board of not less than three nor more than eleven directors, the exact number to be determined at the time of election.

Section 2. Election of Directors

Election of Directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of five members shall be appointed by the Board of Directors not less than thirty days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorship created at the meeting shall be made from the floor, and other nominations may be made from the floor.

(c) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(e) Any director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(f) Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all apartments, or until December 31, 1979 or until Developer elects to terminate its control of the condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

### Section 3. Term of Directors

The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

### Section 4. Organization Meeting

The organization meeting of a newly elected Board of Directors shall be held within ten days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

### Section 5. Regular Meetings

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

### Section 6. Special Meetings

Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

### Section 7. Waiver of Notice

Any director may waive notice of meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

### Section 8. Quorum

Quorum at directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approved by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

## Section 9. Adjourned Meetings

If at any meeting of the Board of Directors there be less than quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

## Section 10. Joinder in Meeting by Approval of Minutes

The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

## Section 11. The Presiding Officer

The presiding officer of directors' meetings shall be the Chairman of the Board.

## Section 12. Order of Business

The order of business at the directors' meetings shall be:

- (a) Calling of roll
- (b) Proof of due notice of meeting
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

## Section 13. Directors' Fees

Directors' fees, if any, shall be determined by the members.

## Section 14. Powers and duties of the Board of Directors

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required.

## ARTICLE III

### OFFICERS

#### Section 1. Executive Officers

The executive officers of the Association shall be a President, who shall be a director; a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may

be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

## Section 2. President

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

## Section 3. Vice President

The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

## Section 4. Secretary

The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

## Section 5. Treasurer

The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of treasurer.

## Section 6. Compensation

The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fee shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

ARTICLE IV

OFFICE

The office of the Association shall be at 6601 Boca Del Mar Drive, Boca Raton, Florida.

ARTICLE V

SEAL

The seal of the Association shall bear the name of the Association, the words, "Florida Corporation Not For Profit" and the year of incorporation, an impression of which is as follows:

ARTICLE VI

FINANCE

The provision for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

Section 1. Fiscal Year

The fiscal year of the Association shall be the calendar year.

Section 2. Accounts

The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.



### Section 3. Budget

The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current expense, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(b) Reserve for deferred maintenance, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(c) Reserve for replacement, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(d) Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by apartment owners entitled to cast not less than 75% of the votes of the entire membership of the Association; and further provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all apartments, or until December 31, 1979, or until Developer elects to terminate its control of the condominium whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

(e) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 15th preceding the year which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

### Section 4. Assessments

Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in twelve equal installments on the first day of each month 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 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 Directors if the accounts of the amended budget do not exceed the limitations for that year.

Any account that does exceed such limitation shall be subject to the approval of the membership of the Association as previously required in these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment or in installments, as the Board of Directors may determine. The first assessment shall be determined by the Board of Directors of the Association.

#### Section 5. Acceleration of assessment installments upon default

If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the apartment owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten days after the delivery of the notice to the apartment owner, or not less than twenty days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Section 6. Assessments for emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment shall become effective, and it shall be due after thirty days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

#### Section 7. Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

#### Section 8. Audit

An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year for which the audit is made.

#### Section 9. Fidelity Bonds

Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall not be less than one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association

ARTICLE VII

PARLIAMENTARY RULES

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

ARTICLE VIII

AMENDMENTS

These Bylaws may be amended in the following manner:

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

(b) A Resolution adopting a proposed amendment may be proposed by either the Board of Directors at the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

2. By not less than 80% of the votes of the entire membership of the Association; or

3. Until the first election of directors, by all of the directors.

The foregoing were adopted as the Bylaws of WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on January 10, 1975.

Approved:

/s/  
President, IRVIN TALESNICK

/s/  
Secretary, DONALD H. REED, JR.

EXHIBIT D  
RULES AND REGULATIONS  
DECLARATION OF CONDOMINIUM  
FOR  
WOODHAVEN III, A CONDOMINIUM  
PALM BEACH COUNTY, FLORIDA

## REGULATIONS

### CONCERNING THE USE OF THE CONDOMINIUM BY ITS OWNERS

1. Automobiles may be parked only in the area provided for that purpose.
2. No radio or television antenna or any wiring for any purpose may be installed on the exterior of a building without the written consent of the Association.
3. An owner may identify his apartment with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other signs may be displayed except "For Sale" or "For Rent" signs approved by the Association and signs for the Developer pending construction and sale of the condominium apartments.
4. The balconies, terraces and exterior stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items or outdoor cooking.
5. Laundry, rugs or other articles shall be hung indoors. No articles are to be hung outdoors. No articles are to be hung from railings or any outside area at any time. Sweeping or throwing dust or anything of that nature from balconies, windows or doors, including shaking or mops and rugs, is not to be permitted.
6. Common areas of buildings, such as loggia, lobbies and halls, will be used only for the purposes intended. No articles belonging to apartment owners will be kept in such areas, which shall be kept free of obstruction.
7. Apartment owners are reminded that alteration and repair of the apartment building is the responsibility of the Association except for the interior of apartments. No work of any kind is to be done upon exterior building walls or upon interior boundary walls without first obtaining the approval required by the Declaration of Condominium.
8. Second floor apartments shall be carpeted except in bathrooms and kitchens.
9. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of receptacles supplied by the Association.
10. No children under 16 years of age shall be permitted as permanent occupants of any of the apartments in WOODHAVEN except as a visitor.

11. No pets will be permitted on the premises except a dog not exceeding twenty inches in height or a domestic cat owned by the original apartment owner at the time of purchase of his, her or their apartment. No pets may be kept on the premises by any owners subsequent to the original owners or by any lessee of an owner. No pet shall be replaced.

All dogs and cats shall be carried and on a leash when taken from the apartment, and they shall not be allowed to run loose or to be walked or curbed on any of the common elements of the condominium.

All pets must be sufficiently under control at all times so that they do not become a nuisance to the owners of other apartments in the Association. In the event that any pet becomes a nuisance, the Board of Directors shall have the right to give the apartment owner owning said pet thirty days written notice of said fact. In the event that said owner does not remove said pet from the premises during said thirty day period, the Board of Directors shall be entitled to take such action as may be necessary to secure removal of said pet from the premises, including but not limited to securing an injunction requiring the removal of said pet.

All dogs must be licensed by the proper authorities and the owner must register the license number with the Board of Directors each year.

12. No owner may make or permit any disturbing noises in the building whether made by himself, his family, friends or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenants. No owner may play or suffer to be played any musical instrument, phonograph, radio or television set in his apartment between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the condominium.

13. The management personnel and staff are compensated adequately and no gratuities are to be given them. This is not to preclude appropriate remembrances at Christmas or other particular occasions.

14. All blinds and shades on the balconies or terraces must conform in size, color and shape to the exterior color scheme of the building and must also have the Association's approval prior to installation.

The foregoing Regulations are subject to amendment and to the promulgation of further regulations in the manner provided by the Declaration of Condominium.

APPROVED by the Board of Directors of WOODHAVEN CONDOMINIUM ASSOCIATION, INC. and seventy-five percent of the membership of the Association on January 10, 1975.

/s/

IRVIN TALESNICK

/s/

ALLAN M. ORLOVE

/s/

WOODHAVEN CONDOMINIUM APARTMENTS

ESTIMATED MONTHLY MAINTENANCE 1978

POOL MAINTENANCE	\$ 4.00
GROUND MAINTENANCE	18.00
TRASH SERVICE	3.50
WATER & SEWER	9.50
ELECTRICITY	9.00
BUILDING MAINTENANCE	13.00
INSURANCE	7.00
ADMINISTRATIVE	2.00
MATERIAL & SUPPLIES	3.00
EXTERMINATING	1.00
BOCA DEL MAR IMPROVEMENT ASSOCIATION	<u>1.00</u>
<u>ESTIMATED MONTHLY MAINTENANCE</u>	<u>\$ 76.00</u>

# AMENDMENTS



APRIL 28, 1989

PLEASE RECORD AND RETURN TO:

Henry B. Handler, Esq.  
Weiss & Handler, P. A.  
1499 West Palmetto Park Road  
Suite 320  
Boca Raton, FL 33486

JUL-07-1989 09:53am 89-191819

ORB 6122 Pg 503

CERTIFICATE OF AMENDMENT TO  
DECLARATIONS OF WOODHAVEN CONDOMINIUM ASSOCIATION

THIS IS TO CERTIFY:

1. The attached writing is a true and correct copy of the Amendments to the Declaration of Condominium with respect to the following described condominiums:

WOODHAVEN I, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2384, Page 165, of the Public Records of Palm Beach County, Florida; WOODHAVEN II, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2744, Page 1380, of the Public Records of Palm Beach County, Florida; WOODHAVEN III, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2930, Page 87, of the Public Records of Palm Beach County, Florida.

which Amendments were duly adopted by the members of the Woodhaven Condominium Association, Inc. at a special meeting duly held on the 28 day of APRIL 1989, in accordance with the requirements of the above-cited Declarations of Condominium and By-laws of said association.

2. The adoption of the Resolution appears upon the Minutes of the above-cited meeting and is unrevoked.

EXECUTED at Boca Raton, Florida, this 29 day of APRIL 1989.

Signed, sealed and delivered in the presence of:

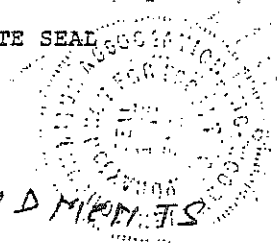
David A. Hill  
Richard L. B. K.

WOODHAVEN CONDOMINIUM ASSOCIATION, INC.

BY: Marvin L. Hill  
President

ATTEST: Barbara A. Friedman  
Secretary

CORPORATE SEAL



"FAIR HOUSING ACT" AMENDMENTS  
Rec'd 7-27-1989

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 1 day of May, 1989 by MARION LABEL and BARBARA FRIGIDMAN, respectively, as President and Secretary WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation and for the purposes state therein.

*Mary J. Martin*

NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. DEC. 13, 19 91  
BONDED THRU GENERAL INS. UND.

Amendments to  
Declaration of Condominium  
for  
Woodhaven I, II and III

(underlining indicates additions; "----" indicates deletions)

1. Article XI, Section 1 of the Declarations of Condominium for Woodhaven I, II and III is amended to read as follows:

Regardless of the manner in which title is held, each apartment is hereby restricted to single family, residential use by the owner thereof, his immediate family (i.e., spouse, parents, children, grandparents and grandchildren), guests and invitees. A single family residence is herein defined as one or more persons related by blood, marriage or adoption, or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit. Actual occupancy of any unit, whether by an owner, lessee, donee, devisee, corporation or any other occupant, must be approved by the Association as set forth in this Declaration and no approval for occupancy shall be granted unless at least one person fifty-five years of age or older will be a permanent occupant of each dwelling unit, while any person occupies said dwelling unit. Persons under the age of fifty-five (55) years and more than sixteen (16) years of age may occupy and reside in a dwelling unit as long as at least one of the permanent occupants is fifty-five (55) years of age or older. Should a permanent occupant fifty-five (55) years of age or older die, leaving a surviving spouse or heir less than fifty-five (55) years of age, then, in such event, subject to other provisions in this Declaration, if any, the surviving spouse or heir may occupy the subject dwelling unit as a permanent occupant, provided that on the date of death of the permanent occupant of fifty-five (55) years of age or older, at least 80% of the dwelling units in the condominium community are occupied by a person fifty-five (55) years of age or older. For purposes of this provision, in order to determine satisfaction of the 80% requirement, the subject dwelling unit of the deceased permanent resident shall be counted as a dwelling unit occupied by persons less than fifty-five (55) years of age. No children under sixteen (16) years of age shall be permitted to reside in any apartment except that children may visit and reside temporarily for periods not to exceed thirty (30) days in any calendar year without prior, written consent of the Association, which shall have the authority to extend said visitation period within any calendar year. No owner or tenant shall permit any use or occupancy of his apartment in the absence of the owner, unless and until a properly executed Application for Approval of Guest Occupancy form has been duly filed with the Association. Said forms will be made available by the Association, and shall limit such use or occupancy to the immediate members of the owner's family (i.e., parents, adult brothers and sisters, and adult sons and daughters, and adult grandchildren of the owners, any of whom may be accompanied by their respective spouses). The properly completed form for "Guest Application for Approval of Guest Occupancy shall be

delivered to the Association at least seven (7) days prior to the arrival of the proposed occupants and shall state the names of the proposed occupants, their relationship to the owner, the names and ages of all children, a description of the automobile of the proposed occupants, and the expected dates of arrival and departure. The owner shall further accept full responsibility for the actions of his guests and shall authorize the Association to institute proceedings to remove his guests in the event of the violation of any of the Association's rules and regulations. Each owner shall be fully responsible for all costs, damages and expenses, including but not limited to the Association's attorneys' fees by reason of any violation of this Declaration or the exhibits hereto, as amended from time to time, by his guests(s). A "guest" is defined as any person other than an owner or permanent occupant approved by the Association. No owner or tenant or guest may increase the number or otherwise change the identities of occupants in his apartment from that number represented to the Association and previously approved by the Association. No owner or owners of any apartment shall permit the use of any apartment or any part thereof for transient, hotel or commercial purposes or for any purposes other than for single family residential purposes. No apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without amending this Declaration to show the changes in the apartments to be affected. No guest may occupy an apartment in the absence of the owner for more than thirty (30) days in any one calendar year except with the written consent of the Association, which may be given in the sole and absolute discretion of the Association. No guest may park more than one (1) automobile or any other permitted motor vehicle on Condominium common elements between 7:00 p.m. and 7:00 a.m. of each day.

2. Article XII, Section 2a (3) of the Declaration of Condominium for Woodhaven I, II and III is amended to read as follows:

An apartment owner who has obtained his title by gift, devise or inheritance or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title, within thirty (30) days of such acquisition. Such notice can only be satisfied by completing the approved Association form of "Application to Continue Ownership". A reasonable screening fee may be charged simultaneously with receipt of the notice by the Association to defray the Association's actual expenses for processing the notice of acquisition and review of the grantee, but said fee shall not exceed Fifty (\$50.00) Dollars. Within thirty (30) days of providing such notice, the grantee shall arrange a personal interview with the Association or its designees before the Association may issue any Certificate of Approval. Any owner obtaining title by devise or inheritance shall not be disqualified solely on the grounds of age. If such owner is over sixteen (16) years of age but less than fifty-five

(55) years of age, then occupancy shall be approved for such owner, if, on the date of proposed occupancy, at least 80% of the units are occupied by at least one person fifty-five (55) years of age or older. The Association shall have not more than thirty (30) days after such interview to determine whether to issue a Certificate of Approval. If said apartment owner fails to qualify for membership in the Association, he shall not occupy such apartment.

RECORD VERIFIED  
PALM BEACH COUNTY FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

# Woodhaven

## CONDOMINIUM ASSOCIATION INC.

22022 Woodhaven Drive • Boca Raton, Florida 33433

### STATEMENT OF POLICY

It is the firm determination of the Association to furnish housing intended and operated for occupancy by at least one person 55 years of age, or older, per apartment. To that end, and in order to fully comply both with the spirit and the letter of the law, Woodhaven is now providing, and will continue to provide, significant facilities and services specifically designed to meet the physical or social needs of older persons. As an example of such determination and resolve, and prior to the enactment of the amendments to the Fair Housing Act of September 1988, the Board of Directors demonstrated its genuine concern for Woodhaven's older occupants; at that time, in accordance with what is perceived to be an enlightened and scientifically successful approach to the customary problems of loneliness, mental health, comfort, well-being and general welfare of older persons, the Board made the necessary changes in its Rules and Regulations to make it possible thereafter for the occupants to keep a domestic cat, canary, parakeet or aquarium-bound animal. In addition, the following are some of the physical facilities and services provided to meet the needs of older persons:

1. All entrances to buildings and swimming pools are ramped to permit the use of a wheelchair.
2. Garbage dumpsters are so situated as to be readily accessible.
3. Bicycle storage racks are provided to insure that this equipment will be safe and kept clean.
4. Two separate swimming pools are strategically located to make them readily accessible to all occupants; further, they are equipped with specially designed handrails and slip-resistant steps for intended use by older, infirm occupants.
5. Complete, sanitary rest room facilities are provided at each pool.
6. Cold water dispensing drinking fountains are provided at each pool.
7. Clean, comfortable lounge chairs are provided at each pool.
8. An emergency telephone is provided at the larger of the two pools and an additional Association telephone is maintained in the shop/office of the maintenance manager for the use of all occupants.
9. A large, comfortable and attractively furnished clubhouse is air-conditioned and always open for use by our residents and guests.
10. Sanitary, well-maintained saunas are provided for the health and comfort of both sexes.
11. Exercise equipment is furnished at the clubhouse.
12. Barbeque equipment is also available.

Bsrbara Friedman and Marion LeBel have been appointed by the Board of Directors to arrange for the publication of the above policies and procedures to implement the determination of the Association to provide housing for occupants 55 years of age, or older. Said committee is also charged with the duty of obtaining full and honest adherence to these policies, and shall further review the effects of the Fair Housing Act in order to determine if additional services or facilities are required or recommended. They shall also recommend the adoption of such additional policies, procedures and construction of faciliites which may be deemed necessary or helpful in order to fully and wholeheartedly comply with the spirit, intent and requirements of the Fair Housing Act.

Woodhaven is determined and anxious to continue to keep our community as a safe, orderly, healthful and congenial condominium whose purpose it is to provide the most pleasant housing for older persons. Please contact any Board member or committee member if you have any suggestions which may further improve on what we are already doing.



POLICY AND PROCEDURE RESOLUTION REGARDING FAIR HOUSING AMENDMENTS ACT

WHEREAS, the Board of Directors of WOODHAVEN CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Board") has been advised of the intent and contents of the Fair Housing Amendments Act of 1988 (hereinafter referred to as the "Act"); and

WHEREAS, the Board desires to comply with the Act and to publish and adhere to policies and procedures which demonstrate an effort to comply with the requirements of the Act in order to provide housing for older persons and meet the needs of the owners and residents of our community; and

WHEREAS, the Board of Directors intends to promulgate a proposed amendment to the Association documents which would bring the Condominium under the ambit of the Act as it relates to providing housing for older persons; and

WHEREAS, the Board has determined that, in order to protect the investments of owners of units in the community, it is appropriate to adopt such policies and procedures:

NOW, THEREFORE, the Board hereby resolves as follows:

1. The above recitations are true and correct.
2. The Association, by and through the Board, adopts as its policy that the Condominium is intending to be "housing for older persons" within the Act and all Rules and Regulations interpreting and implementing same. Consequently, at least one person fifty-five (55) years of age or older must be a permanent occupant for each dwelling unit, while any person occupies said dwelling unit. Persons under the age of fifty-five (55) years and more than sixteen (16) years of age may occupy and reside in a dwelling unit as long as at least one of the permanent occupants is fifty-five (55) years of age or older. Should a permanent occupant fifty-five (55) years of age or older die, leaving a surviving spouse less than fifty-five (55) years of age, then, in such event, the surviving spouse may continue to occupy the subject dwelling unit as a permanent occupant, subject to compliance with the provisions of our governing condominium documents, provided that on the date of death of the permanent occupant of fifty-five (55) years of age or older, at least 80% of the dwelling units in

the Condominium are occupied by a person fifty-five (55) years of age or older. For purposes of this provision, in order to determine satisfaction of the 80% requirement, the subject dwelling unit of the deceased permanent resident shall be counted as a dwelling unit occupied by persons less than fifty-five (55) years of age.

3. The Board shall require hereafter for all new occupants of a condominium unit that their respective ages, and proof thereof, be submitted to the Board, and approval for such occupancy shall be denied unless at least one occupant has satisfactorily proved to the Board that he or she is fifty-five (55) years of age or older.

4. Although the Association is currently providing significant facilities and services specifically designed to meet the physical or social needs of older persons as required under the Act, nonetheless, the Board hereby appoints a committee to review effects of the Act in order to determine if any additional services or facilities are required or recommended and to recommend adoption of such additional policies, procedures or erection of facilities which may be necessary in order to comply with the requirements of the Act.

IN WITNESS WHEREOF, the Board has hereby adopted this resolution this \_\_\_\_ day of \_\_\_\_\_, 1989.

By: \_\_\_\_\_

**AUGUST , 1988**

224077

AUG-11-1988 02:55PM 88-221931

CERTIFICATE OF AMENDMENT TO  
RULES AND REGULATIONS OF CONDOMINIUM ASSOCIATION

THIS IS TO CERTIFY:

ORB 5771 Pg 718

1. The attached writing is a true and correct copy of the Resolution amending the Rules and Regulations with respect to the following described condominiums:

WOODHAVEN I, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2384, Page 165, of the Public Records of Palm Beach County, Florida; WOODHAVEN II, a condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 2744, Page 1380, of the Public Records of Palm Beach County, Florida; WOODHAVEN III, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2930, Page 87, of the Public Records of Palm Beach County, Florida.

which Resolution was duly adopted by the Board of Directors of the Woodhaven Condominium Association, Inc. at a meeting duly held on the 2nd day of August, 1988, in accordance with the requirements of the above-cited Declarations of Condominium and the Bylaws of said Association.

2. The adoption of the Resolution appears upon the Minutes of the above-cited meeting and is unrevoked.

EXECUTED at Boca Raton, Florida, this 3rd day of August, 1988.

Signed, sealed and delivered in the presence of:

WOODHAVEN CONDOMINIUM ASSOCIATION, INC.

Augusta Ornstein

By: Nathan Zingesser  
President-Nathan Zingesser

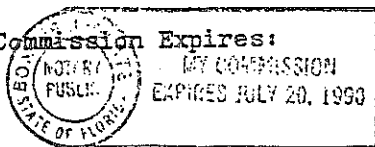
Martha Zingesser

ATTEST: Lynn Oberembt  
Secretary-Lynn Oberembt

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 1988 by NATHAN ZINGESSER and LYNN OBEREMBT, respectively, as President and Secretary of WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation and for the purposes stated therein.

My Commission Expires:



Bonnie J. Blate  
NOTARY PUBLIC

August 2, 1988

RESOLUTION

WHEREAS, the Board of Directors of the WOODHAVEN CONDOMINIUM ASSOCIATION, INC. possesses the authority by which to amend the rules and regulations of WOODHAVEN I, II and III by virtue of Article XI, Section 6 and Article III, Section 2F of the Association's Articles of Incorporation, of the various Declarations of Condominium.

WHEREAS, dogs by nature are required to be walked on the condominium property and, oftentimes, are not controlled by their owners so as to cause substantial annoyance and a nuisance to the predominantly elderly unit owners and residents of the Condominiums; and

WHEREAS, cats are principally house pets, canaries, parakeets and aquarium-bound animals are exclusively house pets; and

WHEREAS, the Board of Directors wishes to fulfill its obligations to enforce pet restrictions fully, without exceptions; and

WHEREAS, the Board of Directors desires to allow the continuation of the maintenance of pets in the Condominiums but wishes to exclude prospectively dogs from the Condominiums,

NOW, THEREFORE, be it resolved as follows:

1. From the date of the passage of this Resolution by the Board of Directors forward, no animals, except for domestic cats, canaries, parakeets and aquarium-bound animals will be permitted

on WOODHAVEN I, II and III. Further, no such animals will be permitted in any Woodhaven Building unless each Owner of all other Apartments in that Building execute a written instrument indicating their consent to the presence of the animal. If there should be any change in the ownership of an Apartment in said Building, then the new owner(s) must also indicate his(their) approval in writing. If such written approval is not forthcoming, the animal shall be removed from the premises within thirty days after receiving appropriate notice to do so from the Association. Any written consent recited hereinabove may not be arbitrarily or unreasonably withheld.

2. In order to maintain a cat upon any portion of the condominium property of WOODHAVEN I, II and III, the following conditions must be followed:

- (a) The cat must be spayed or neutered, depending on its sex.
- (b) The cat must be licensed and vaccinated against rabies as required by applicable law or governmental regulation.
- (c) The cat must be confined to its owner's apartment and when not in the apartment (such as in the case of a visit to the veterinarian), the cat must be carried.
- (d) The cat may not be permitted to run loose on any part of the common elements of WOODHAVEN I, II and III, including but not limited to, the atrium of the condominium building in which the owner lives.
- (e) The license number of the cat must be registered with the Association by September 1988, and thereafter, in January of each year, commencing with the year 1989. The Association will furnish

the registration form to be used, which will include the listing of the name and address of the veterinarian who administers the rabies vaccination required by applicable law or governmental regulation, the date on which the vaccination was administered, the age of the cat at the time of the issuance of the license and a complete description of the cat

3. All pets must be sufficiently under control at all times so that they do not become a nuisance to the owners of other apartments in the Association. In the event that any pet becomes a nuisance, the Board of Directors shall have the right to give the apartment owner owning said pet thirty days written notice of said fact. In the event that said owner does not remove said pet from the premises during said thirty day period, the Board of Directors shall be entitled to take such action as may be necessary to secure removal of said pet from the premises, including but not limited to securing an injunction requiring the removal of said pet.

Ret: Weiss, or Handler, PA. ✓  
 1499 W. Palmetto Pl. Ed  
 21 221 21 32011

RECORD VERIFIED  
 PALM BEACH COUNTY, FL  
 JOHN B. DUNKLE  
 CLERK CIRCUIT COURT

**APRIL 25, 1988**



## AMENDMENTS OF 4/25/88: SUMMARY

1. INSURANCE TRUSTEE : All references completely deleted. See Items 1-3-4-5-6-7-8-9-10 and 11.
2. INSURANCE, insurable replacement amount:  
Item 2, page 1.  
Insurance now required to be 90% of maximum replacement value instead of previous 100%.
3. GUEST REGISTRATIONS:  
Item 12, page 4. *ART. II - Declaration*  
Only changes are as follows:
  - (a) Title of form changed to "Application for Approval of Guest Occupancy" instead of "Application for Guest Registration".
  - (b) guest may not occupy apartment for more than 30 days in any one calendar year.
  - (c) guest may not park more than one car between 7:00 P.M. and 7:00 A.M.
4. SECOND LEASE IN ANY 12 MONTH PERIOD:  
Item 13, page 5 and Item 14, page 6. *ART. VI - ART. VII*  
Board no longer has authority to permit a second lease in any 12 consecutive month period.
5. NOTICE OF MEETING; AMENDMENT OF DOCUMENTS:  
Item 15, page 7  
Must give at least 30 days; not more than 60 days.
6. CHANGE OF OWNERSHIP, NOTICE THEREOF:  
Item 16, page 7  
Must use new form provided by Association. To be signed by both sellers and buyers certifying that title actually passed. Copy of recorded deed no longer required.
7. NOTICE OF MEETING; MEMBERSHIP MEETINGS:  
Item 17, page 8  
Must be at least 14 days, instead of 10, as heretofore. Legal requirement.
8. VOTING CERTIFICATES and AUTHORITY TO EXECUTE PROXIES AND POWERS OF ATTORNEY:  
Item 18, page 8
  - a. In the instance of a husband and wife owning an apartment, a Voting Certificate is no longer required. Either spouse may attend a meeting and vote. Only one vote per unit.
  - b. Either spouse now has authority to execute a proxy or a power of attorney.

CERTIFICATE OF AMENDMENT TO DECLARATIONS OF  
CONDOMINIUM AND CONDOMINIUM ASSOCIATION  
ARTICLES OF INCORPORATION AND BYLAWS

THIS IS TO CERTIFY

1. The attached writing is a true and correct copy of the Resolution amending the Declarations of Condominium, Association Articles of Incorporation and Association Bylaws with respect to the following described condominiums:

WOODHAVEN I, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2384, Page 165, of the Public Records of Palm Beach County, Florida; WOODHAVEN II, a condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 2744, Page 1380, of the Public Records of Palm Beach County, Florida; WOODHAVEN III, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2930, Page 87, of the Public Records of Palm Beach County, Florida

which Resolution was duly adopted by the members of the Woodhaven Condominium Association, Inc. at a special meeting duly held on the 25th day of April, 1988, in accordance with the requirements of the above-cited Declaration of Condominium and the Bylaws of said Association.

2. The adoption of the Resolution appears upon the Minutes of the above-cited meeting and is unrevoked.

EXECUTED at Boca Raton, Florida, this 2nd day of May, 1988.

Signed, sealed and delivered in the presence of:

WOODHAVEN CONDOMINIUM ASSOCIATION, INC.

Bonnie J. Blate

BY: Nathan Zingesser  
President

L. B. Kell

ATTEST: Augusta Ornstein  
Secretary

CORPORATE SEAL

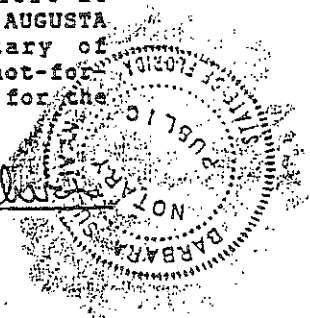
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 2nd day of May, 1988 by NATHAN ZINGESSER and AUGUSTA ORNSTEIN, respectively, as President and Secretary of WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation and for the purposes stated therein.

Barbara Sullo  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Aug. 4, 1989



BE IT RESOLVED AS FOLLOWS:

- 1. Article VIII, Section 1 (b) of the Declarations of Condominium of Woodhaven I, II and III shall read as follows:

The named insured shall be the Association individually and as agent for the apartment owners without naming them, and shall include the mortgagees of apartments which are listed in the roster of mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated Association, and all policies and endorsements thereon shall be deposited with the Insurance Trustee Association. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

- 2. Article VIII, Section 2 (a) of the Declaration of Condominium of Woodhaven I, II and III should read as follows:

All buildings and improvements upon the land shall be insured in the amount equal to ninety (90%) percent of the maximum insurable replacement value excluding foundation and excavation costs, and all personal property determined annually by the Board of Directors of the Association. Such coverage shall afford protection against: . . . . .

- 3. Article VIII, Section 4 of the Declaration of Condominium of Woodhaven I, II and III shall read as follows:

Insurance--Trustee: Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to any bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this Instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premium nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee Association shall be to receive such proceeds as

are paid and hold the proceeds in trust for the purposes elsewhere stated in this Instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee Association:

4. Article VIII, Section 5 (a) of the Declaration of Condominium of Woodhaven I, II and III shall read as follows:

Proceeds of insurance policies received by the Insurance Trustee Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

All expenses of the Insurance Trustee Association in connection with the collection and disbursement of insurance proceeds shall be paid first or provision made for such payment.

5. Article VIII, Section 5 (d) of the Declaration of Condominium of Woodhaven I, II and III shall read as follows:

In making distribution to apartment owners and their mortgagees, the Insurance Trustee Association may rely upon a certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

6. Article IX, Section 1 (c) of the Declaration of Condominium of Woodhaven I, II and III shall read as follows:

The Insurance Trustee Association may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

7. Article IX, Section 6 (a) of the Declaration of Condominium of Woodhaven I, II and II shall read as follows:

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee Association and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the

responsibility of the Association is more than \$10,000.00, and then the sums paid upon such assessments shall be deposited by the Association, with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

8. Article IX, Section 6 (b) of the Declaration of Condominium of Woodhaven I, II and III shall read as follows:

The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

9. Article IX, Section 6 (b) (1) of the Declaration of Condominium of Woodhaven I, II and III shall read as follows:

If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee Association by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

10. Article IX, Section 6 (b) (3) of the Declaration of Condominium of Woodhaven I, II and III shall read as follows:

The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee Association to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

11. Article IX, Section 6 (b) (5) of the Declaration of Condominium of Woodhaven I, II and III shall read as follows:

Notwithstanding the provisions of this Instrument, the Insurance Trustee shall not be required to determine whether or not the sums paid by the apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, The Insurance Trustee Association may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this Instrument to be named payee, the Insurance Trustee Association shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs or reconstruction and repair.

12. Article XI, Section 1, of the Declarations of Condominium for Woodhaven I, II and III shall read as follows:

AS AMENDED (MAY 1987)

Regardless of the manner in which title is held, each apartment is hereby restricted to single family, residential use by the owner thereof, his immediate family (i.e., spouse, parents, children, grandparents and grandchildren), guests and invitees. A single family residence is herein defined as one or more persons related by blood, marriage or adoption, or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit. No children under sixteen (16) years of age shall be permitted to reside in any apartment except that children may visit and reside temporarily for periods not to exceed thirty (30) days in any calendar year without prior, written consent of the Association, which shall have the authority to extend said visitation period within any calendar year. No owner or tenant shall permit any use or occupancy of his apartment in the absence of the owner, unless and until a properly executed Application for Guest Registration "Application for Approval of Guest Occupancy" form has been duly filed with the Association. Said forms will be made available by the Association, and shall limit such use or occupancy to the immediate members of the owner's family (i.e., parents, adult brothers and sisters, and adult sons and daughters, and adult grandchildren of the

owners, any of whom may be accompanied by their respective spouses). The properly completed form for "Guest Registration" Application for Approval of Guest Occupancy shall be delivered to the Association at least seven (7) days prior to the arrival of the proposed occupants and shall state the names of the proposed occupants, their relationship to the owner, the names and ages of all children, a description of the automobile of the proposed occupants, and the expected dates of arrival and departure. The owner shall certify that his guests have not made nor will they be making payment of any kind for the use of his apartment. The owner shall further accept full responsibility for the actions of his guests and shall authorize the Association to institute proceedings to remove his guests in the event of the violation of any of the Association's rules and regulations. Each owner shall be fully responsible for all costs, damages and expenses, including but not limited to the Association's attorneys' fees by reason of any violation of this Declaration or the exhibits hereto, as amended from time to time, by his guest(s). A "guest" is defined as any person other than an owner or permanent occupant approved by the Association. No owner or tenant or guest may increase the number or otherwise change the identities of occupants in his apartment from that number represented to the Association and previously approved by the Association. No owner or owners of any apartment shall permit the use of any apartment or any part thereof for transient, hotel or commercial purposes or for any purposes other than for single family residential purposes. No apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without amending this Declaration to show the changes in the apartments to be affected. No guest may occupy an apartment in the absence of the owner for more than thirty (30) days in any one calendar year except with the written consent of the Association, which may be given in the sole and absolute discretion of the Association. No guest may park more than one (1) automobile or any other permitted motor vehicle on Condominium common elements between 7:00 p.m. and 7:00 a.m. of each day.

13. Article XI, Section 5 of the Declarations of Condominium of Woodhaven I, II and III shall read as follows:

After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is limited to the Lessee and his family, servants and guests. No rooms may be rented, no automobile parking space may be rented except to another apartment owner, and no transient tenant may be accommodated. No apartment shall be rented or

leased more than once in any consecutive twelve (12) month period. The Association in its sole discretion, may grant permission to an owner to lease his apartment for one (1) additional term in any period of twelve (12) consecutive months, provided the Association is satisfied that good and sufficient reasons exist for the exercise of such discretion, and that such permission will best serve the interests of the Association. The burden shall be upon the owner to submit a written application to the Board of Directors which must recite all the circumstances involved, and demonstrate that good and sufficient reasons exist for the exercise of such discretion. No sub-lease or assignment of such lease or sub-rental arrangement shall be permitted. No extension or renewal of any lease shall be permitted absent Association approval and compliance with this Declaration and it shall be the obligation of the owner to secure approval therefor prior to expiration of the lease.

14. Article XII, Section 2a (2) of the Declaration of Condominium for Woodhaven I, II and III shall read as follows:

An apartment owner intending to make a bona fide lease of his apartment shall give to the Association notice of such intention, together with the name and address of the intended lessee and such other information concerning the intended lessee as the association may reasonably require. A copy of the proposed lease shall be attached to the "Application to Lease", and shall contain the following clause: "Reference is hereby made to the Woodhaven Declarations of Condominium, and all exhibits and amendments thereto, and I (we) do hereby agree to fully comply therewith". No "Application to Lease" will be considered by the Association unless all children of the prospective lessee are sixteen (16) years of age or older. Only one lease will be permitted in any consecutive twelve (12) month period. The Association, in its sole discretion, may grant permission to an owner to lease his apartment for one (1) additional term in any period of twelve (12) consecutive months, provided the Association is satisfied that good and sufficient reasons exist for the exercise of such discretion, and that such permission will best serve the interests of the Association. The burden shall be upon the owner to submit a written application to the Board of Directors which must recite all the circumstances involved, and demonstrate that good and sufficient reasons exist for the exercise of such discretion. All leases must contain a provision absolutely prohibiting assignment and subletting. Further, all leases must refer to the condominium documents, and all regulations and restrictions contained therein, and shall require full compliance therewith on the part of the lessor and lessee. A reasonable screening fee may be



charged simultaneously with receipt of the notice by the Association to defray the Association's actual expenses for processing the application for transfer, but said fee shall not exceed Fifty (\$50.00) Dollars. Within thirty (30) days after the receipt by the Association of the properly completed "Application to Lease", the Association, at the request of the intended lessee(s), shall arrange for a personal interview of the intended lessee(s), as well as any person(s) who will regularly occupy the apartment as their residence. Said interview may be conducted either by the Association or its designees. Delivery of the "Application to Lease" may be made by U.S. Mail addressed to the Association at 22022 Woodhaven Drive, Boca Raton, Florida 33433 or by personal delivery to any Board member. Upon completion of the required interview(s), the Association shall have not more than thirty (30) days to determine whether to approve or disapprove the transaction. Any violation of the rules and regulations of the Woodhaven Condominium Association, and/or any other provisions of the condominium documents shall constitute grounds for the cancellation of the lease by the Association upon reasonable notice to owner. Under such circumstances, the Association is authorized to act as the agent of the owner for the purpose of prosecuting eviction proceedings against the lessee, at the sole expense of the owner. Notwithstanding the foregoing, the Association shall not be assuming any obligation or liability of the owner as landlord under the subject lease. For such purposes, the owner shall deliver to the Association, together with the lease application, a fully executed power of attorney which shall entitle the Association to act as the agent of the owner for the purpose of prosecuting eviction proceedings against the lessee without the assumption of obligations or liability of the owner as landlord under the lease.

15. Article XIV, Section 1 of the Declaration of Condominium of Woodhaven I, II and III, Article IX, Section 1 of the Articles of Incorporation of the Woodhaven Condominium Association, Inc., and Article VIII, Section (a) of the Bylaws of the Woodhaven Condominium Association, Inc. shall read as follows:

Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Such notice shall be provided in writing to each unit owner at least thirty (30) days but not more than sixty (60) days prior to the meeting at which the proposed amendments are to be considered.

16. Article IV, Section 3 of the Articles of Incorporation of the Woodhaven Condominium Association, Inc. shall read as

follows:

After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Palm Beach County, Florida, a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument; fully executed, Association-approved form of "Notice of Change of Membership", the owner designated by such instrument thereby becoming a member of the Association, and the membership of the prior owner shall at that time be terminated.

17. Article I, Section 3 of the Bylaws of the Woodhaven Condominium Association, Inc. shall read as follows:

Notice of all meetings of the members of this Association stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten ~~(10)~~ fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by certificate of the person giving the notice. Notice of meeting may be waived before or after meetings.

18. Article I, Section 5 (b) of the Bylaws of the Woodhaven Condominium Association, Inc. shall read as follows:

If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast a vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association; The designee in any certificate filed with the Secretary of the Association shall be the only person authorized to execute a proxy or a power of attorney for the owner of the apartment in order to exercise the vote for such apartment except in the instance of an apartment owned by husband and wife, where either may cast the vote for the apartment in person, by proxy or pursuant to a power of attorney. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the president or

vice president of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner of an apartment. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on May 4, 1988, to Articles of Incorporation for WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 731593.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
day of  
12th May, 1988.



*Jim Smith*

Jim Smith  
Secretary of State

CERTIFICATE OF AMENDMENT TO WOODHAVEN  
CONDOMINIUM ASSOCIATION, INC.  
ARTICLES OF INCORPORATION

FILED  
83 MAY -4 PM 1:29  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THIS IS TO CERTIFY

1. The attached writing is a true copy of the Resolution amending the Articles of Incorporation of the WOODHAVEN CONDOMINIUM ASSOCIATION, INC., which Resolution was duly adopted by the affirmative vote of more than seventy-five (75%) percent of the membership of the Corporation at a special meeting duly held on the 25th day of April, 1988, in accordance with the requirements of the Corporation's Articles of Incorporation and Bylaws.

2. The adoption of the Resolution appears upon the Minutes of the above-cited meeting and are unrevoked.

EXECUTED at Boca Raton, Florida this 30 day of April, 1988.

Signed, sealed and delivered  
in the presence of:

WOODHAVEN CONDOMINIUM  
ASSOCIATION, INC.

Bonnie J. Blate

By: Nathan Zingesser  
President

Barbara Sullivan

ATTEST: Augusta Ornstein  
Secretary

CORPORATE SEAL

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 20 day of May, 1988 by NATHAN ZINGESSER and AUGUSTA ORNSTEIN, respectively, as President and Secretary of WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the Corporation and for the purposes stated therein.

Barbara Sullivan  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Aug. 4, 1989  
Bound by the Law Firm - Insurance, Inc.

BE IT RESOLVED AS FOLLOWS:

1. Article IV, Section 3 of the Articles of Incorporation of the Woodhaven Condominium Association, Inc., shall read as follows:

After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, fully executed, Association-approved form of "Notice of Change of Membership", the owner designated by such instrument thereby becoming a member of the Association, and the membership of the prior owner shall at that time be terminated.

2. Article IX, Section 1 of the Articles of Incorporation of the Woodhaven Condominium Association, Inc., shall read as follows:

Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Such notice shall be provided in writing to each unit owner at least thirty (30) days but not more than sixty (60) days prior to the meeting at which the proposed amendments are to be considered.

**MAY 11 , 1987**

CERTIFICATE OF AMENDMENT TO  
DECLARATIONS OF CONDOMINIUM AND CONDOMINIUM ASSOCIATION  
ARTICLES OF INCORPORATION AND BYLAWS

THIS IS TO CERTIFY:

1. The attached writing is a true and correct copy of the Resolution amending the Declarations of Condominium, Association Articles of Incorporation and Association Bylaws with respect to the following described condominiums:

74.40

WOODHAVEN I, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2384, Page 165, of the Public Records of Palm Beach County, Florida; WOODHAVEN II, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2744, Page 1380, of the Public Records of Palm Beach County, Florida; WOODHAVEN III, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2930, Page 87, of the Public Records of Palm Beach County, Florida.

which Resolution was duly adopted by the members of the Woodhaven Condominium Association, Inc. at a special meeting duly held on the 11th day of May, 1987, in accordance with the requirements of the above-cited Declarations of Condominium and the Bylaws of said Association.

2. The adoption of the Resolution appears upon the Minutes of the above-cited meeting and is unrevoked.

EXECUTED at Boca Raton, Florida, this 24th day of May, 1987.

Signed, sealed and delivered in the presence of:

Carol Lubenthal  
H. B. Miller

WOODHAVEN CONDOMINIUM ASSOCIATION, INC.

BY: Nathan Zingesser  
President

ATTEST: Augusta Ornstein  
Secretary

CORPORATE SEAL

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 11th day of May, 1987 by NATHAN ZINGESSER and AUGUSTA ORNSTEIN, respectively, as President and Secretary of WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation and for the purposes stated therein.

Carol Lubenthal  
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida  
My Commission Expires Aug. 30, 1993  
Bonded Three Year Fee - Insurance, Inc.

1551 P 1557

ss2/0008amend

Handwritten initials

RECORD & RETURN TO:  
HENRY B. HANDLER, ESQ.  
1499 W. Palmetto Park Road - #320



BE IT RESOLVED THAT:

1. Article III, Section 4 of the Declarations of Condominium for Woodhaven I and II shall be amended to read as follows (Substantial rewording of provision. See Article III, Section 4 for present text):

The following easements are granted from each apartment owner in WOODHAVEN I, WOODHAVEN II, AND WOODHAVEN III, to each other apartment owner in WOODHAVEN I, WOODHAVEN II, WOODHAVEN III, and to the Association.

a. Easements through the common elements for ingress and egress for all authorized persons making use of such common elements for maintenance, repair and improvement of the apartment units and common elements.

b. Easements through the common elements for ingress and egress for all persons making use of such common elements for visiting and using the recreation facility and swimming pool surrounded by the WOODHAVEN III property.

c. Every portion of an apartment which contributes to the structural support of the buildings shall be burdened with an easement of structural support for the benefit of the common elements.

d. Easements through the apartments and common elements for all facilities for the furnishing of utility services within the apartment building and/or buildings which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through an apartment shall be only substantially in accordance with the plans and specifications of the building and/or buildings, or as the building and/or buildings were first constructed.

e. Easements through, over and upon entranceways and/or stairways for ingress and egress where the design of the building and/or buildings reasonably contemplates or intends that said entranceways and/or stairways are to be used for the benefit of more than one apartment unit.

f. An easement for ingress and egress over and upon the paved driveways, parking areas, walkways and/or paths for all apartment unit owners, their guests and invitees.

g. In the event that any unit shall encroach upon any common property for any reason not caused by the purposeful or negligent act of the Unit owner or owners or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment unto the common property for so long as such encroachment shall naturally exist; and, in the event that any portion of the common property shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the common property into any unit for so long as such encroachment shall naturally exist.

h. Easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening any building improvement upon the condominium property nor unreasonably interfering with the enjoyment of the condominium property by the Association's members.

2. Article III, Section 8 of the Declaration of Condominiums for Woodhaven I, II and III shall read as follows:

Limited common elements refer to assigned automobile parking spaces, which shall hereinafter be referred to as "Reserved" and "Guest" spaces. "Guest" parking spaces are all unassigned parking spaces which do not bear a "Reserved" designation. The location and dimensions of automobile parking spaces are more particularly described upon the plan which is attached hereto as Exhibit A, and are each identified numerically on such plan. One such "Reserved" parking space shall be assigned to the exclusive use of each apartment. The initial assignment of each "Reserved" parking space shall be made by the Developer or the Association. Use of "Reserved" or other parking spaces is strictly limited to apartment owners, approved tenants, and bona fide guests who are physically present in Woodhaven. Only one authorized automobile shall be registered with the Association for assignment

to such "Reserved" parking space. Any other authorized automobile may be parked only in "Guest" parking spaces.

3. Article IV, Section 2(b) of the Declarations of Condominium for Woodhaven I, II and III shall read as follows:

Limited common elements refer to assigned "Reserved" and "Guest" automobile parking spaces. "Guest" parking spaces are all unassigned parking spaces which do not bear a "Reserved" designation. The location and dimensions of automobile parking spaces are more particularly described upon the plan which is attached hereto as Exhibit A, and are each identified numerically on such plan. One such "Reserved" parking space shall be assigned to the exclusive use of each apartment. The initial assignment of each "Reserved" parking space shall be made by the Developer or the Association. Use of "Reserved" or other parking spaces is strictly limited to apartment owners, approved tenants and bona fide guests who are physically present in Woodhaven. Only one authorized automobile shall be registered with the Association for assignment to such "Reserved" parking space. Said vehicle may not be parked elsewhere. Any other authorized automobile may be parked only in the "Guest" parking spaces.

4. Article VI, Section 2 of the Declarations of Condominium for Woodhaven I, II, and III shall read as follows:

Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the maximum legal rate of ten percent per annum from the date when due until paid and a late charge of Twenty-Five (\$25.00) Dollars shall, at the discretion of the Association, become due and payable. All payments upon account shall be permitted only with the approval of the Association and, if approved, first applied to interest and any other penalty, and then to the assessment payment first due.

5. Article VI, Section 3 of the Declarations of Condominium for Woodhaven I, II and III shall read as follows:

The lien for unpaid assessments shall also secure reasonable attorneys' fees and all collection costs and expenses, including but not limited to litigation costs and attorneys' fees incurred in non-litigation collection proceedings, litigation and appeal, incurred

by the Association incident to the collection of such assessment or enforcement of such lien. Such lien shall be subordinate to the lien of a mortgage recorded prior to the time of the recording of the claim of lien for such unpaid assessment. In the event of foreclosure of a first mortgage encumbering an apartment, the purchaser at such sale, his successor or assigns, shall not be liable for the share of assessments pertaining to such apartment chargeable to the former owner of such apartment which became due prior to the foreclosure sale of such apartment. Such unpaid share of the assessment shall be deemed to be common expenses collectible from all of the apartment owners. The foregoing provision shall also be applicable to the conveyance of an apartment unit to a first mortgagee in lieu of foreclosure.

6. Article XI, Section 1 of the Declarations of Condominium for Woodhaven I, II and III shall read as follows (Substantial rewording of provision. See Article XI, Section 1 for present text):

Regardless of the manner in which title is held, each apartment is hereby restricted to single family, residential use by the owner thereof, his immediate family (i.e., spouse, parents, children, grandparents and grandchildren), guests and invitees. A single family residence is herein defined as one or more persons related by blood, marriage or adoption, or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit. No children under sixteen (16) years of age shall be permitted to reside in any apartment except that children may visit and reside temporarily for periods not to exceed thirty (30) days in any calendar year without prior, written consent of the Association, which shall have the authority to extend said visitation period within any calendar year. No owner or tenant shall permit any use or occupancy of his apartment in the absence of the owner, unless and until a properly executed "Application for Guest Registration" form has been duly filed with the Association. Said forms will be made available by the Association, and shall limit such use or occupancy to the immediate members of the owner's family (i.e., parents, adult brothers and sisters, adult sons and daughters, and adult grandchildren of the owners, any of whom may be accompanied by their respective spouses). The properly completed form for "Guest Registration" shall be delivered to the Association at least seven (7) days prior to the arrival of the proposed occupants and shall state the

AMENDED  
APR 11, 1988 ✓

AMENDED  
4/28/1989  
"FHIR HOUSING"

85 1 P1561

XX

names of the proposed occupants, their relationship to the owner, the names and ages of all children, a description of the automobile of the proposed occupants, and the expected dates of arrival and departure. The owner shall certify that his guests have not made nor will they be making payment of any kind for the use of his apartment. The owner shall further accept full responsibility for the actions of his guests and shall authorize the Association to institute proceedings to remove his guests in the event of the violation of any of the Association's rules and regulations. Each owner shall be fully responsible for all costs, damages and expenses, including but not limited to the Association's attorneys' fees by reason of any violation of this Declaration or the exhibits hereto, as amended from time to time, by his guest(s). A "quest" is defined as any person other than an owner or permanent occupant approved by the Association. No owner or tenant may increase the number or otherwise change the identities of occupants in his apartment from that number represented to the Association and previously approved by the Association. No owner or owners of any apartment shall permit the use of any apartment or any part thereof for transient, hotel or commercial purposes or for any purposes other than for single family residential purposes. No apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without amending this Declaration to show the changes in the apartments to be affected.

7. Article XI, Section 5 of the Declarations of Condominium of Woodhaven I, II and III shall read as follows:

ATTENDED  
APRIL '88

After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only limited to the lessee and his family, his servants and guests. No rooms may be rented, no automobile parking space may be rented except as part of an apartment or to another apartment owner, and no transient tenant may be accommodated. No apartment shall be rented or leased more than once in any consecutive twelve (12) month period. The Association, in its sole discretion, may grant permission to an owner to lease his apartment for one (1) additional term in any period of twelve (12) consecutive months, provided the Association is satisfied that good and sufficient reasons exist for the exercise of such discretion, and that such permission will best serve the interests of the Association. The burden shall be upon the owner to

submit a written application to the Board of Directors which must recite all the circumstances involved, and demonstrate that good and sufficient reasons exist for the exercise of such discretion. No sub-lease or assignment of such lease or sub-rental arrangement shall be permitted. No extension or renewal of any lease shall be permitted absent Association approval and compliance with this Declaration and it shall be the obligation of the owner to secure approval therefor prior to expiration of the lease.

8. Article XI, Section 8 shall be added to the Declarations of Condominium of Woodhaven I, II, and III shall read as follows:

No apartment owner, tenant or guest may park a boat, commercial vehicle of any kind, mobile home, motor home, moped or other kind of motorized bicycle, motorcycle, trailer, truck of any kind, or van of any kind on the common elements or limited common elements. It is the intent of this provision that only four-wheeled motor vehicles, originally manufactured solely for passenger use, shall be parked on the common elements or limited common elements. Any vehicle parked in violation of this Article may be towed away at the expense of the owner.

9. Article XII, Section 2a(1) of the Declaration of Condominium of Woodhaven I shall read as follows:

An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention together with the name and address of the intended purchaser as the Association may reasonably require. Such notice can only be satisfied by the proper and full completion of the Association form of "Application to Purchase." A copy of the proposed non-assignable contract of sale shall be attached to the "Application to Purchase", and shall contain the following clause: "Reference is hereby made to the Woodhaven Declarations of Condominium and all exhibits and amendments thereto and all provisions, rules and regulations contained therein, and I (we) do hereby agree to fully comply therewith". No application to purchase will be considered by the Association unless all children of the prospective purchasers are sixteen (16) years of age or older. A non-refundable, reasonable screening fee may be charged simultaneously with receipt of the notice by the Association to defray the Association's actual expenses for processing the application for

AMENDED  
APR-1988

transfer, but said fee shall not exceed Fifty (\$50.00) Dollars. Such notice, at the apartment owner's option, may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. Within Thirty (30) days after the receipt by the Association of the properly completed "Application to Purchase", the Association, at the request of the intended purchaser (s), shall arrange for a personal interview of the proposed purchaser(s), as well as any person(s) who will regularly occupy the apartment as their residence. Said interview may be conducted either by the Association or its designees. Delivery of the "Application to Purchase" may be made by U. S. mail, addressed to the Association at 22022 Woodhaven Drive, Boca Raton, Florida 33433, or by personal delivery to any Board member. Upon completion of the required interview(s), the Association shall have not less more than thirty (30) days to determine whether to approve or disapprove the transaction.

10. Article XII, Section 2a(1) the Declarations of Condominium for Woodhaven II and III shall read as follows:

An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice can only be satisfied by properly completing the approved Association form of "Application to Purchase". A copy of the proposed non-assignable contract of sale shall be attached to the "Application to Purchase", and shall contain the following clause: "Reference is hereby made to the Woodhaven Declarations of Condominium and all exhibits and amendments thereto and all provisions, rules and regulations contained therein, and I (we) do hereby agree to fully comply therewith". No "Application to Purchase" will be considered by the Association unless all children of the prospective purchasers are sixteen (16) years of age or older. A reasonable screening fee may be charged simultaneously with receipt of the notice by the Association to defray the Association's actual expenses for processing the application for transfer, but said fee shall not exceed fifty (\$50.00) Dollars. Such notice, at the apartment owner's option, may include a demand by the apartment owner that the

AMENDED  
APRIL 1, 1985

~~AMENDED 1/28/1989  
FAIR HOUSING~~

RE: 11 P 1507

Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. Within thirty (30) days after the receipt by the Association of the properly completed "Application to Purchase", the Association, at the request of the intended purchaser(s), shall arrange for a personal interview of the proposed purchaser(s), as well as any person(s) who will regularly occupy the apartment as their residence. Said interview may be conducted either by the Association or its designees. Delivery of the "Application to Purchase" may be made by U. S. mail, addressed to the Association at 22022 Woodhaven Drive, Boca Raton, Florida 33433, or by personal delivery to any Board member. Upon completion of the required interview(s), the Association shall have not less more than thirty (30) days to determine whether to approve or disapprove the transaction.

11. Article XII, Section 2a(2) of the Declarations of Condominium for Woodhaven I, II and III shall read as follows:

An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee and such other information concerning the intended lessee as the Association may reasonably require. A copy of the proposed lease shall be attached to the "Application to Lease", and shall contain the following clause: "Reference is hereby made to the Woodhaven Declarations of Condominium, and all exhibits and amendments thereto, and I (we) do hereby agree to fully comply therewith". No "Application to Lease" will be considered by the Association unless all children of the prospective lessee are sixteen (16) years of age or older. Only one lease will be permitted in any consecutive twelve (12) month period. The Association, its sole discretion, may grant permission to an owner to lease his apartment for one (1) additional term in any period of twelve (12) consecutive months, provided the Association is satisfied that good and sufficient reasons exist for the exercise of such discretion, and that such permission will best serve the interests of the Association. The burden shall be upon the owner to submit a written application to the Board of Directors which must recite all the circumstances involved, and demonstrate that good and sufficient reasons exist for the exercise of such discretion. All leases must

AMENDED  
APRIL, 1988

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25



contain a provision absolutely prohibiting assignment and subletting. Further, all leases must refer to the condominium documents, and all regulations and restrictions contained therein, and shall require full compliance therewith on the part of the lessor and lessee. A reasonable screening fee may be charged simultaneously with receipt of the notice by the Association to defray the Association's actual expenses for processing the application for transfer, but said fee shall not exceed Fifty (\$50.00) Dollars. Within thirty (30) days after the receipt by the Association of the properly completed "Application to Lease", the Association, at the request of the intended lessee(s), shall arrange for a personal interview of the intended lessee(s), as well as any person(s) who will regularly occupy the apartment as their residence. Said interview may be conducted either by the Association or its designees. Delivery of the "Application to Lease" may be made by U. S. Mail addressed to the Association at 22022 Woodhaven Drive, Boca Raton, Florida 33433 or by personal delivery to any Board member. Upon completion of the required interview(s), the Association shall have not more than thirty (30) days to determine whether to approve or disapprove the transaction. Any violation of the rules and regulations of the Woodhaven Condominium Association, and/or any other provisions of the condominium documents shall constitute grounds for the cancellation of the lease by the Association upon reasonable notice to owner. Under such circumstances, the Association is authorized to act as the agent of the owner for the purpose of prosecuting eviction proceedings against the lessee, at the sole expense of the owner. Notwithstanding the foregoing, the Association shall not be assuming any obligation or liability of the owner as landlord under the subject lease. For such purposes, the owner shall deliver to the Association, together with the lease application, a fully executed power of attorney which shall entitle the Association to act as the agent of the owner for the purpose of prosecuting eviction proceedings against the lessee without the assumption of obligations or liability of the owner as landlord under the lease.

12. Article XII, Section 2a (3) of the Declarations of Condominium for Woodhaven I, II and III shall read as follows:

An apartment owner who has obtained his title by gift, devise or inheritance or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information

Amended - 4/28/1989 - "Fair Housing Act"

concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title, within thirty (30) days of such acquisition. Such notice can only be satisfied by completing the approved Association form of "Application to Continue Ownership". A reasonable screening fee may be charged simultaneously with receipt of the notice by the Association to defray the Association's actual expenses for processing the notice of acquisition and review of the grantee, but said fee shall not exceed Fifty (\$50.00) Dollars. Within thirty (30) days of providing such notice, the grantee shall arrange a personal interview with the Association or its designees before the Association may issue any Certificate of Approval. The Association shall have not more than thirty (30) days after such such interview to determine whether to issue a Certificate of Approval. If said apartment owner fails to qualify for membership in the Association, he shall not occupy such apartment.

13. Article XII, Section 2a(4) of the Declarations of Condominium for Woodhaven I, II and III shall read as follows:

If either the above-required notice to or the personal interview with the Association is not given fulfilled, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

14. Article XII, Section 2b(1) of the Declarations of Condominium of Woodhaven I, II and III shall read as follows:

If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the above cited personal interview the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

15. Article XII, Section 2b(2) of the Declarations of Condominium for Woodhaven I, II and III shall read as follows:

If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the above cited personal interview the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the Public Records of Palm Beach County, Florida at expense of the lessee.

16. Article XII, Section 2b (3) of the Declarations of Condominium for Woodhaven I, II and III shall read as follows:

If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the above cited personal interview the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If disapproved because such owner fails to qualify for membership in the Association, then such owner shall be permitted a reasonable period of time in which to transfer his ownership of the apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the apartment owner.

17. Article XII, Section 2(c) of the Declarations of Condominium of Woodhaven I, II and III shall read as follows (substantial rewording of provision. See Article XII, Section 2[c] for present text):

If title is to be taken in the name of a corporation all proposed occupants who will regularly occupy the unit as their residence must be listed on the "Application to Purchase", and must furnish all information required in said "Application to Purchase". However, under no circumstances shall the corporate owner permit any residential use of its unit by persons other than those approved by the Association. In no event shall a corporate title holder be permitted to use the premises as other than a single family residential unit. Corporate title ownership shall confer to the corporation no greater rights and/or privileges than those enjoyed by individual ownership. Accordingly, the approval of ownership by a corporation shall be conditioned by

requiring that all persons occupying or proposed to occupy the apartment be approved by the Association.

18. Article XII, Section 3a(1) of the Declarations of Condominium for Woodhaven I, II and III shall read as follows:

At the option of the purchaser to be stated in the agreement, the price to be paid for the real property at issue shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the real property at issue the apartment; the price to be paid for the personal property at issue, if any, shall be subject to negotiation between purchaser and seller, but if no agreement is reached between the purchaser and seller within ten (10) business days, the price shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the personal property at issue; and judgment of specific performance of the sale of real and personal property at issue upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

19. Article XII, Section 3a(2) of the Declarations of Condominium for Woodhaven I, II and III shall read as follows:

The purchase price shall be paid in cash the manner specified in the agreement. In the event the purchaser fails to qualify for any mortgage provided for in the agreement or otherwise, the purchase price shall be paid in cash.

20. Article XII, Section 3c of the Declarations of Condominium for Woodhaven I, II and III shall read as follows:

If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after the above cited personal interview, receipt from the apartment owner of the notice and information required

to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price of the real property at issue shall be the fair market value determined by agreement between the seller and purchaser within Thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the real property at issue the apartment; the price to be paid for the personal property at issue, if any, shall be subject to negotiation between purchaser and seller, but if no agreement is reached between the purchaser and seller within ten (10) business days, the price shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the personal property at issue; and judgment of specific performance of the sale of real and personal property at issue upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

21. Article XII, Section 3c (2) of the Declaration of Condominium for Woodhaven I, II and III shall read as follows:

The purchase price shall be paid in cash the manner specified in the agreement. In the event the purchaser fails to qualify for any mortgage provided for in the agreement or otherwise, the purchase shall be paid in cash.

22. Article XIII of the Declarations of Condominium for Woodhaven I, II and III shall read as follows (substantial rewording of provision. See Article XIII for present text):

Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

1. Remedies: In the event of a violation (other than the nonpayment of an assessment) by an owner of an apartment, or his occupant, licensee, or invitee, of any of the provisions of the Declaration, Articles of Incorporation of the Association, the Bylaws or the Rules and Regulations adopted pursuant to them, and as amended from time to time, the Board of Directors of the Association shall notify the Apartment Owner by written notice of said breach, transmitted by mail. If a violation shall continue for a period of five (5) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and may then pursue any remedy available. No action taken shall be deemed an "election of remedies". If the Board of Directors of the Association determines that it must call upon legal counsel for assistance in correcting the violation, then, and in that event, the Apartment Owner shall be required to reimburse the Association for all legal fees, including but not limited to those incurred in litigation and on appeal, and any and all other related costs and expenses incurred by the Association, incident to correcting the violation. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be a lien against said Apartment with the same force and effect as if the charge was part of the common expenses attributable to said Apartment. In the event of a default making the notice period impractical, the Board may take such action, including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments, as it deems advisable.

2. Fines: In event that the Association contemplates levying a fine against the owner of an Apartment, or its occupant, licensee, or invitee, for failure to abide by any provision of the Declaration of Condominium, Bylaws, or Rules and Regulations of the Association, the Association will proceed as follows:

a. Notices. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration of Condominium, Bylaws, or Rules and Regulations of the Association which have allegedly been violated; and

(3) A short and plain statement of the matters asserted by the Association.

b. Hearing. The matter of noncompliance shall be presented to the Board of Directors at such hearing and the Board shall hear reasons why penalties should not be imposed. The party against whom the fine is sought shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. A written decision of the Board of Directors shall be furnished to the apartment owner no later than twenty-one (21) days after the conclusion of said hearing.

c. Amount. The Board of Directors may impose a fine against any apartment owner by following the above procedure in an amount not to exceed Fifty (\$50.00) Dollars for each violation.

3. Negligence: An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees. An apartment owner shall pay the

Association the amount of any increase in its insurance premiums for so long as such increase is in effect, occasioned by use, misuse, occupancy, or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

4. No Waiver of Rights: The failure of the Association or any apartment 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 Regulations shall not constitute a waiver of the right to do so thereafter.

23. Article IV, Section 2 of the Articles of Incorporation for the Woodhaven Condominium Association, Inc. shall read as follows:

After the Declaration of Condominium has been recorded, the members of the Association shall consist of all of the record owners of apartments in the condominium, provided, however, that such record owners do not have children younger than sixteen (16) years of age; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns, provided, however, that such successors and assigns do not have children younger than sixteen (16) years of age.

24. Article V, Section 1 of the Articles of Incorporation for the Woodhaven Condominium Association, Inc. shall read as follows:

The affairs of the Association will be managed by a Board of seven (7) Directors. Directors shall need not be members of the Association.

25. Article I, Section 1 of the Bylaws of the Woodhaven Condominium Association, Inc. shall read as follows:

The annual meetings of the members of this Association shall be held at the office of the Association at ~~7:00~~ 7:30 o'clock p.m., Eastern Standard Time, on the 1st business day of February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal or religious holiday, the meeting shall be held at the



same hour on the next day that is not a holiday.

26. Article I, Section 6 of the Bylaws of the Woodhaven Condominium Association, Inc. shall read as follows:

Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting and must be in the hands of the Secretary at least 24 hours before the appointed time of the meeting.

27. Article II, Section 2(b) of the Bylaws of the Woodhaven Condominium Association, Inc. shall read as follows:

A nominating committee of five members shall be appointed by the Board of Directors not less than thirty days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. directorship to be elected at the annual members' meeting.

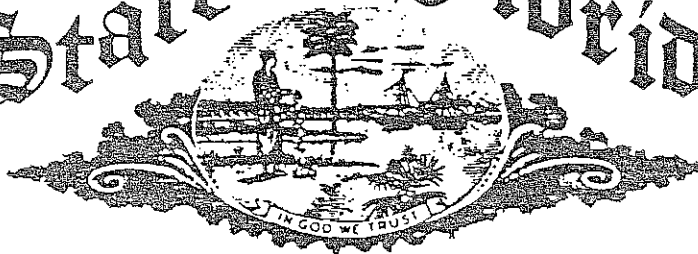
28. Article VI, Section 8 of the Bylaws of the Woodhaven Condominium Association, Inc. shall read as follows:

An audit or review of the accounts of the Association shall be made annually by a certified public accountant or public accountant, and a copy of the audit report or review shall be furnished to each member not later than April June 1st of the year following the year for which the audit or review is made.

B  
11  
P  
15  
14

D2/0008

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on June 12, 1987, to Articles of Incorporation for WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 731593.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
15th day of June, 1987.



CR2E022 (10-85)

George Firestone  
Secretary of State

CERTIFICATE OF AMENDMENT TO  
WOODHAVEN CONDOMINIUM ASSOCIATION, INC.  
ARTICLES OF INCORPORATION

FILED  
1987 JUN 12 PM 12: 21  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THIS IS TO CERTIFY:

1. The attached writing is a true copy of the Resolution amending the Articles of Incorporation of the WOODHAVEN CONDOMINIUM ASSOCIATION, INC., which Resolution was duly adopted by the affirmative vote of more than seventy-five (75%) per cent of the membership of the Corporation at a special meeting duly held on the 11th day of May, 1987, in accordance with the requirements of the Corporation's Articles of Incorporation and Bylaws.

2. The adoption of the Resolution appears upon the Minutes of the above-cited meeting and are unrevoked.

EXECUTED at Boca Raton, Florida, this 21<sup>st</sup> day of May, 1987.

Signed, sealed and delivered  
in the presence of:

Carol Lieberthal  
V. B. Vlk

WOODHAVEN CONDOMINIUM  
ASSOCIATION, INC.

Nathan Zingesser  
President

ATTEST: Augusta Ornstein  
Secretary

CORPORATE SEAL

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 1987 by NATHAN ZINGESSER and AUGUSTA ORNSTEIN, respectively, as President and Secretary of WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the Corporation and for the purposes stated therein.

Carol Lieberthal

NOTARY PUBLIC  
My commission expires:

Notary Public, State of Florida  
My Commission Expires Aug. 30, 1988  
Insured Through TROY FAIR - Insurance, Inc.

BE IT RESOLVED:

1. Article IV, Section 2 of the Articles of Incorporation for the Woodhaven Condominium Association, Inc. shall read as follows:

After the Declaration of Condominium has been recorded, the members of the Association shall consist of all of the record owners of apartments in the condominium, provided, however, that such record owners do not have children younger than sixteen (16) years of age; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns, provided, however, that such successors and assigns to not have children younger than sixteen (16) years of age.

2. Article V, Section 1 of the Articles of Incorporation for the Woodhaven Condominium Association, Inc. shall read as follows:

The affairs of the Association will be managed by a Board of seven (7) Directors. Directors shall be members of the Association.

ss2/0008art

**AUGUST 5, 1985**

THIS IS TO CERTIFY:

1. The attached writing is a true and correct copy of the Resolution amending Exhibit "D" to the Declaration of Condominium with respect to the following condominiums:

WOODHAVEN I, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2384, Page 165 of the Public Records of Palm Beach County, Florida; WOODHAVEN II, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2744, Page 1380 of the Public Records of Palm Beach County, Florida; WOODHAVEN III, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2930, Page 87 of the Public Records of Palm Beach County, Florida.

which Resolution was duly adopted by the members of the Board of Directors of the Woodhaven Condominium Association, Inc. at a meeting duly held on the 5th day of August, 1985, in accordance with the requirements of the above cited Declarations of Condominium and Association's Articles of Incorporation and By-Laws, as amended, pursuant to Certificate recorded in Official Records Book 3563, Page 1028, of the Public Records of Palm Beach County, Florida.

2. The adoption of the Resolution appears upon the minutes of the above cited meeting and is unrevoked.

EXECUTED at Boca Raton, Florida, this 12<sup>th</sup> day of August, 1985.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WOODHAVEN CONDOMINIUM ASSOCIATION, INC.

BY: Nathan Zingesser President

ATTEST: Augusta Ornstein Acting Secretary

CORPORATE SEAL

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS:

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 1985 by NATHAN ZINGESSER and AUGUSTA ORNSTEIN, respectively, as President and ~~Acting~~ Secretary of WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a Florida (not for profit) corporation, on behalf of the corporation and for the purposes stated therein.

RECORD AND RETURN TO:  
LYNN T. SLOSSBERG, ESQ.  
WEISS & HANDLER, P.A.  
Interstate Plaza - Suite 320  
1499 West Palmetto Park Road  
Boca Raton, Florida 33432

George G. Davis  
NOTARY PUBLIC  
My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JAN 16, 1988  
BONDED THRU GENERAL INS. UNO.

85 189639  
AM 8:44  
AUG 22 1985

1060

B4630 P 1162

The license number of \_\_\_\_\_  
Directors by September 15, 1985, and thereafter \_\_\_\_\_  
year, commencing January, 1986. Said registration must be in writing  
and shall also provide the following information:

- (a) the name and address of the veterinarian who issued the license,
- (b) the most recent date on which the dog received shots for the prevention of rabies,
- (c) the age of the dog at the date of issuance of the license, and
- (d) a complete description of the dog, including, without limitation, any identifying markings.

(ADOPTED BY THE BOARD OF DIRECTORS, AUG. 5, 1985)

THIS INSTRUMENT PREPARED BY:

LYNN T. SLOSSBERG, ESQ.  
WEISS & HANDLER, P.A.  
Interstate Plaza - Suite 320  
1499 West Palmetto Park Road  
Boca Raton, Florida 33432

B4930 P1163

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

FEBRUARY 1, 1983



CERTIFICATE OF AMENDMENT TO  
RULES AND REGULATIONS OF  
WOODHAVEN I, II and III

THIS IS TO CERTIFY:

1. The attached writing is a true and correct copy of the Resolution amending Exhibit D to the Declaration of Condominium with respect to the following described condominiums:

WOODHAVEN I, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2384, Page 165 of the Public Records of Palm Beach County, Florida; WOODHAVEN II, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2744, Page 1380 of the Public Records of Palm Beach County, Florida; WOODHAVEN III, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2930, Page 87 of the Public Records of Palm Beach County, Florida,

which Resolution was duly adopted by the members of the Board of Directors of the Woodhaven Condominium Association, Inc. at a meeting duly held on the 28th day of February, 1983, in accordance with the requirements of the above cited Declarations of Condominium and Association's Articles of Incorporation and By-Laws, as amended, pursuant to Certificate recorded in Official Records Book 3563, Page 1028, of the Public Records of Palm Beach County, Florida.

2. The adoption of the Resolution appears upon the minutes of the above cited meeting and is unrevoked.

EXECUTED at Boca Raton, Florida, this 3rd day of March, 1983.

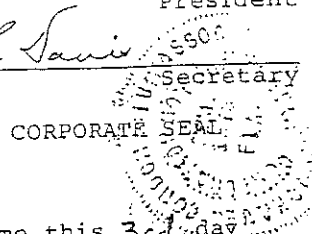
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Martha Zingesser  
George J. Davis

WOODHAVEN CONDOMINIUM ASSOCIATION, INC.

By: Nathan Zingesser President

ATTEST: Stella S. Davis Secretary



STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss.:

The foregoing instrument was acknowledged before me this 3rd day of March, 1983 by NATHAN ZINGESSER and Stella S. Davis respectively, as President and Secretary of WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation and for the purposes stated therein.

L. B. [Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC 25 1983  
FORMED THIS 1983 BY THE STATE OF FLORIDA

83 047689

1983 MAR 17 PM 12:52

10-50

B3901 P1300

BE IT RESOLVED:

That the Amendment to Rule and Regulation 8, adopted by the Board of Directors on July 20, 1981 and recorded on August 17, 1981 at Official Records Book 3580, Page 285 of the Public Records of Palm Beach County, Florida is hereby repealed and that Rule and Regulation 8 shall read as originally recorded, to wit:

Second floor apartments shall be carpeted except in bathrooms and kitchens.

THIS INSTRUMENT PREPARED BY  
AND RECORD AND RETURN TO:

HENRY B. HANDLER, ESQ.  
SACHS & WEISS, P.A.  
Interstate Plaza - Suite 402  
1499 West Palmetto Park Road  
Boca Raton, Florida 33432

83901 P13~9

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

**JULY 29, 1981**

81 173051

1981 AUG 17 PM 1:09

CERTIFICATE OF AMENDMENT TO  
RULES AND REGULATIONS OF  
WOODHAVEN I, II and III

THIS IS TO CERTIFY:

1. The attached writing is a true and correct copy of the Resolution amending Exhibit D to the Declaration of Condominium with respect to the following described condominiums:

WOODHAVEN I, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2384, Page 165 of the Public Records of Palm Beach County, Florida; WOODHAVEN II, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2744, Page 1380 of the Public Records of Palm Beach County, Florida; WOODHAVEN III, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2930, Page 87 of the Public Records of Palm Beach County, Florida.

which Resolution was duly adopted by the members of the Board of Directors of the Woodhaven Condominium Association, Inc. at a meeting duly held on the 20th day of July, 1981, in accordance with the requirements of the above cited Declarations of Condominium and Association's Articles of Incorporation and By-Laws, as amended, pursuant to Certificate recorded in Official Records Book 3563, Page 1028, of the Public Records of Palm Beach County, Florida.

2. The adoption of the Resolution appears upon the minutes of the above cited meeting and is unrevoked.

760

EXECUTED at Boca Raton, Florida, this 3<sup>rd</sup> day of August, 1981.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WOODHAVEN CONDOMINIUM ASSOCIATION, INC.

BY: Nathan Zingesser  
President

ATTEST: Bernice M. Clarke  
Acting Secretary

CORPORATE SEAL

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

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of August, 1981 by NATHAN ZINGESSER and Bernice Clarke, respectively, as President and Actg. Secty. of WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation and for the purposes stated therein.

THIS INSTRUMENT PREPARED BY:

HENRY B. HANDLER, ESQ. ✓  
SACHS & WEISS, P. A.  
Interstate Plaza - Suite 402  
1499 West Palmetto Park Road  
Boca Raton, Florida 33432

Manuel A. ...  
NOTARY PUBLIC

My Commission Expires:

83580 P02PC

BE IT RESOLVED:

1. Rule and Regulation 8 shall read as follows:

Second floor apartments shall be carpeted except in bathrooms and kitchen, except where it is demonstrated to the Board of Directors that special and sufficient insulation shall be applied to a second floor apartment so that neither a nuisance or annoyance nor interference with any other resident's peaceful possession and use of an apartment is created thereby.

THIS INSTRUMENT PREPARED BY:

HENRY B. HANDLER, ESQ.  
SACHS & WEISS, P. A.  
Interstate Plaza - Suite 402  
1499 West Palmetto Park Road  
Boca Raton, Florida 33432

RECORD AND RETURN TO ABOVE  
NAMED ATTORNEY.

Record Verified  
Palm Beach County, Fla  
John B. Dunkle  
Clerk Circuit Court

B3580 P028c

**JUNE 15, 1981**

CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM AND  
CONDOMINIUM ASSOCIATION ARTICLES OF INCORPORATION  
AND BY-LAWS

128550

81

JUL 20 AM 9:37

THIS IS TO CERTIFY:

1. The attached writing is a true and correct copy of the Resolu-  
tion amending the Declaration of Condominium, Association Articles of  
Incorporation and Association By-Laws with respect to the following  
described condominiums:

WOODHAVEN I, a condominium, according to the Declaration  
of Condominium thereof, recorded in Official Records  
Book 2384, Page 165 of the Public Records of Palm Beach  
County, Florida; WOODHAVEN II, a condominium, according  
to the Declaration of Condominium thereof, recorded in  
Official Records Book 2744, Page 1380 of the Public  
Records of Palm Beach County, Florida; WOODHAVEN III,  
a condominium, according to the Declaration of Condominium  
thereof, recorded in Official Records Book 2930, Page 87  
of the Public Records of Palm Beach County, Florida.

which Resolution was duly adopted by the members of the Woodhaven  
Condominium Association, Inc. at a special meeting duly held on the  
15th day of June, 1981, in accordance with the requirements of the  
above cited Declarations of Condominium and the By-Laws of said  
Association.

2. The adoption of the Resolution appears upon the minutes of the  
above cited meeting and is unrevoked.

EXECUTED at Boca Raton, Florida, this 30<sup>th</sup> day of June, 1981.

SIGNED, SEALED AND DELIVERED WOODHAVEN CONDOMINIUM ASSOCIATION, INC.  
IN THE PRESENCE OF:

*760*  
Martha Zingesser  
Harriet Cutler

BY: Nathan Zingesser  
President

ATTEST: Stella S. Davis  
Secretary

CORPORATE SEAL

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day  
of June, 1981 by NATHAN ZINGESSER and STELLA DAVIS, respectively, as  
President and Secretary of WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a  
Florida not for profit corporation, on behalf of the corporation and for  
the purposes stated therein.

My Commission Expires:

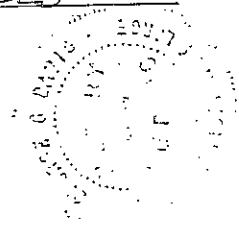
Dec 25, 1983

George H. Davis  
NOTARY PUBLIC

B356C P1028

This instrument was prepared by  
HENRY B. HANDLER, ESQ.  
SACHS & WEISS, P. A.  
1499 West Palmetto Park Road.  
Boca Raton, Florida 33432

CITY AND STATE



BE IT RESOLVED:

1. Article XI, Section 6 of the Declarations of Condominium shall read as follows:

✓ Regulations. Reasonable regulations concerning the use of the condominium property have been made and are attached hereto, marked Exhibit "D", and may be amended from time to time by the Board of Directors of the Association. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

2. Article III, Section 2(f) of the Association's Articles of Incorporation shall read as follows:

✓ To make and amend reasonable regulations respecting the use of the property in the condominium.

3. ✓ Article XIV, Section 1 of the Declarations of Condominium, Article IX, Section 1 of the Association's Articles of Incorporation, and Article VIII, Section a of the Association's By-Laws shall read as follows:

✓ Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Such notice shall be provided in writing to each unit owner thirty (30) days prior to the meeting at which the proposed amendments are to be considered.

4. Article XIV, Section 2 of the Declarations of Condominium, and Article VIII, Section b of the Association's By-Laws shall read as follows:

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

✓ a. not less than seventy-five (75%) percent of the membership of the Board of Directors and by not less than sixty-six and two-thirds (66 2/3%) percent of the votes of the entire membership of the Association.

5. Article IX, Section 2 of the Association's Articles of Incorporation, shall read as follows:

✓ A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Except as elsewhere provided, approvals of amendments must be by not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than sixty-six and two-thirds (66 2/3%) percent of the votes of the entire membership of the Association.

B356. P1029

THIS INSTRUMENT PREPARED BY:

HENRY B. HANDLER, ESQ.  
SACHS & WEISS, P. A.  
Interstate Plaza - Suite 402  
1499 West Palmetto Park Road  
Boca Raton, Florida 33432

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

5



FEBRUARY 1, 1979

CERTIFICATE OF AMENDMENT OF BY-LAWS

OF

WOODHAVEN CONDOMINIUM ASSOCIATION, INC.

THIS IS TO CERTIFY:

1. The attached writing is a true copy of Resolutions amending the By-Laws of WOODHAVEN CONDOMINIUM ASSOCIATION, INC., the condominium association of the following described condominiums:

WOODHAVEN I, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2384, Page 165 of the Public Records of Palm Beach County, Florida;

WOODHAVEN II, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2744, Page 1380 of the Public Records of Palm Beach County, Florida;

WOODHAVEN III, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2930, Page 87 of the Public Records of Palm Beach County, Florida;

which Resolutions were duly adopted by said Association at the Annual Meeting duly held on the 1st day of February, 1979 in accordance with the requirements of the above cited Declarations of Condominium and the By-Laws of said Association.

2. The adoption of the Resolutions appears upon the minutes of the above cited meeting and are unrevoked.

EXECUTED at Boca Raton, Florida this 12<sup>th</sup> day of May, 1979.

10.60

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

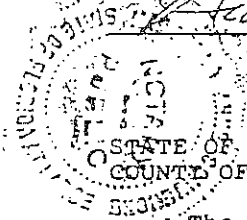
Max Gold

WOODHAVEN CONDOMINIUM ASSOCIATION, INC.

BY: Nathan Zingesser President

Shirley Davis

ATTEST: Shirley Davis Secretary



NOTARY PUBLIC STATE OF FLORIDA AT LARGE ATTEST:  
MY COMMISSION EXPIRES JAN 11 1983  
BEFORE THE GENERAL AND UNDERWRITERS

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 1979 by NATE ZINGESSER and PEG DAVIS, respectively, as President and Secretary of WOODHAVEN CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation.

My Commission Expires:

Peter J. [Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC. 7 1982  
BEFORE THE GENERAL AND UNDERWRITERS

79 090799  
79  
1979 MAY 29 PM 12:52

**EXHIBIT D**

**RULES AND REGULATIONS**

**DECLARATION OF CONDOMINIUM**

**FOR**

**WOODHAVEN I, II, & III CONDOMINIUM**

**PALM BEACH COUNTY, FLORIDA**

## REGULATIONS

### CONCERNING THE USE OF THE CONDOMINIUM BY ITS OWNER

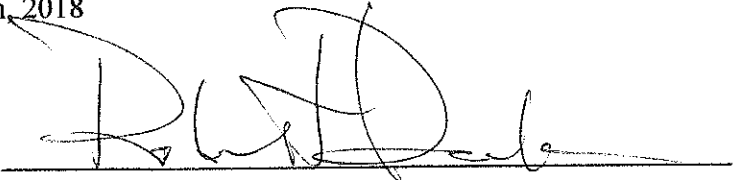
1. Automobiles may be parked only in the areas provided for that purpose, facing forward and have the sticker or parking permit visible in the back window. Owners to park in their designated reserved spaces.
2. No radio or television antenna or any wiring for any purpose may be installed on the exterior of a building without the written consent of the Association.
3. An owner may identify his apartment with a nameplate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other signs may be displayed except "For Sale" or "For Rent" signs approved by the Association. Signs should be no larger than 8 by 12 inches.
4. The balconies, terraces and exterior stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items or outdoor cooking.
5. Laundry, rugs or other articles shall be hung indoors. No articles are to be hung outdoors.
6. No articles are to be hung from railings or any outside area at any time. Sweeping or throwing dust or anything of that nature from balconies, windows or doors, including shaking of mops and rugs, is not be permitted.
7. Common areas of the building, such as loggia, lobbies, and halls, will be used only for the purposes intended. No articles belonging to apartment owners will be kept in such area, which shall be kept free of obstruction.
8. Apartment owners are reminded that alteration and repair of the apartment building is the responsibility of the Association except for the interior of apartments. No work of any kind is to be done upon exterior building walls, interior walls with common elements like plumbing, electrical, mechanical or upon interior boundary walls without first obtaining the written approval required by the Declaration of Condominium. A plan of the work must be submitted for written approval by the Board of Directors at least 30 days prior to start.
9. Second-floor apartments shall be carpeted except in bathrooms and kitchens. In the event of a previously tiled apartment, the owner must request written permission from the Board of Directors and conform to the latest regulation on file as to the manner of sound insulation required and other regulations.
10. Disposition of garbage, trash, and recyclables shall be only by the use of garbage disposal units or by use of receptacles supplied by the Association.
11. No children under 16 years of age shall be permitted as permanent occupants of any of the apartments in WOODHAVEN except as a visitor and for a maximum of 30 days.

12. No pets will be permitted on the premises except **service and emotional support animals (SAESA)** upon presentation of the proper documentation and written approval by the Association.
- A. All SAESA shall be carried and on a leash when taken from the apartment, and they shall not be allowed to run loose or to be walked or curbed on any of the common elements of the condominium.
  - B. All SAESA must be sufficiently under control at all times so that they do not become a nuisance to the owners of other apartments in the Association. In the event that any SAESA becomes a nuisance, the Board of Directors shall have the right to give the apartment owner owning said SAESA thirty days written notice of the said fact. In the event that said owner does not remove said SAESA from the premises during said thirty day period, the Board of Directors shall be entitled to take such action as may be necessary to secure removal of said SAESA from the premises, including but not limited to securing an injunction requiring the removal of said SAESA. All legal and related expenses incurred by the association to enforce this shall be reimbursed upon presentation of invoices.
  - C. All dogs must be licensed by the proper authorities and the owner must register the license number with the Board of Directors each year.
  - D. The license number of the dog must be registered with the Board of Directors by September 15, 1985, and thereafter, January of each year, commencing on January 1986. Said registration must be in writing and shall also provide the following information:
    - 1. The name and address of the veterinarian who issued the license,
    - 2. The most recent date on which the dog received shots for the prevention of rabies,
    - 3. The age of the dog at the date of issuance of the license, and
    - 4. A complete description of the dog, including, without limitation, any identifying markings.
  - E. Cats are allowed only after approval of other three unit owners in the building.
13. No owner may make or permit any disturbing noises in the building whether made by himself, his family, friends or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenants. No owner may play or suffer to be played any musical instrument, any music producing electronic, radio or television set in his apartment between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the condominium.
14. The management personnel and staff are compensated adequately and no gratuities are to be given them. This is not to preclude appropriate remembrances at Christmas or other particular occasions.
15. All blinds and shades on the balconies or terraces must conform in size, color and shape to the exterior color scheme of the building and must also have the Association's written approval prior to installation.

The foregoing Regulations are subject to amendment and to the promulgation of further regulations in the manner provided by the Declaration of Condominium.

APPROVED by the Board of Directors of WOODHAVEN CONDOMINIUM ASSOCIATION, INC.

April 18th, 2018

  
\_\_\_\_\_  
Robert Davila, President

April 23, 2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Janice Ferrucci, Secretary

April 23, 2018  
\_\_\_\_\_  
Date