PINE RIDGE NORTH VILLAGE IV, A CONDUMINIUM

1. PURPOSE; NAME AND ADDRESS; LEGAL DESCRIPTION; EFFECT.

- 1.1 PURPOSE. The purpose of this Declaration is to submit the realty and improvements of the above-mentioned Phase I to condominium ownership and use in the manner prescribed by the Laws of the State of Florida.
- 1.2 NAME AND ADDRESS. The name of this Condominium is PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM. The address shall be 800 Sky Pine Way, Greenacres City, Florida.
- 1.3 THE LAND. The real property (the Land) described on EXHIBIT "1", labeled as Phases III, IV and VIII-----is the Condominium Property hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the Exhibits attached hereto.
- 1.4 EFFECT. All of the provisions of this Declaration of Condominium and all Exhibits attached hereto shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the Lard and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit as herein defined.

INSTRUMENT PREPARED BY, 1800 RECORD AND RETURN TO:
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- 2. DEFINITION OF TERMS. The terms used in this Declaration and the Exhibits attached hereto shall have the meanings stated in the Condominium Act, and as follows, unless the context otherwise requires.
- 2.1 "Condominium Act" means the Condominium Act of the State of Florida (F.S. 718, et. seq.) as it exists at the time of recording this Declaration in the Public Records.
- 2.2 "Condominium" means that form of real property which is created pursuant to the provisions of the Condominium Act and which is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the Common Elements. The term shall also mean PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM, as established by this Declaration.
- 2.3 "Condominium Property" means and includes the lands and personal property hereby subjected to condominium ownership and the lands and personal property subjected to condominium ownership by amendments to this Declaration as provided in Paragraph 3.2 hereof, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.4 "Association Property" includes that property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members. If in this Declaration, the Association is given certain powers, etc., over the Condominium Property or other reference is made to the Condominium Property, such term shall also include the Association Property.
- 2.5 "Unit" or "Condominium Unit" means a part of the Condominium Property which is to be subject to exclusive ownership as specified in this Declaration.
- 2.6 "Common Elements" means the portions of the Condominium Property not included in the Units.
- 2.7 "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.
- 2.8 "Assessment" means a share of the funds required for the payment of Common Expenses which is assessed against the Unit Owners from time to time.
- 2.9 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium as specified in F.S. 718.115 and in the provisions of this Declaration.
- 2.10 "Special Assessment" means any assessment levied against Unit Owners other than the assessments required by a budget adopted annually.
- 2.11 "Common Surplus" means the excess of all receipts of the Association, collected on behalf of the Condominium including but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, in excess of the amount of Common Expenses.
- 2.12 "Condominium Documents" means this Declaration, the Survey Exhibit, Articles of Incorporation of the Association, and By-Laws of the Association.
- 2.13 "Declaration", or "Declaration of Condominium" means this instrument.
- 2.14 "Articles of Incorporation" means the Articles of Incorporation of the Association, heretofore filed in the Office of the Secretary of State of the State of Florida (EXHIBIT "2").

- 2.15 "By-Laws" means the By-Laws of the Association (EXHIBIT "3").
- 2.16 "Sponsor" means HOVNANIAN OF PALM BEACH VI, INC., a Florida corporation, its successors and assigns, which has created this condominium.
 - 2.17 "Unit Owner" means the owner of a Condominium Unit.
- 2.18 "Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit.
- 2.19 "Association" means PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC. a non-profit Florida corporation which is the entity responsible for the operation of the Condominium.
- 2.20 "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.
- 2.21 "Institutional Mortgagee" means a State or Federal Bank, Savings and Loan Association or service company, Insurance Company, Real Estate Investment Trust, Union Pension Fund or an Agency of the United States Government, F.N.M.A., or like entity being a mortgagee of a Unit.
- 2.22 "Yoting Certificate" means a document which designates one of the record title owners, or the corporate, partnership, or entity representative who is authorized to vote on behalf of a Condominium Unit owned by more than one Owner or by an entity.
- 2.23 "Voting Interest" means the voting rights distributed to the Association members pursuant to F.S. 718.104(4)(1).

The definitions herein contained shall prevail as the context requires whether or not the same are capitalized in their usage herein.

- 3. SURVEY AND DESCRIPTION OF IMPROVEMENTS; AMENDMENTS THEREOF.
- 3.1 SURVEY. On EXHIBIT "1" there are surveys of the Land showing all existing easements, graphic descriptions, and plot plans of the Units, Common Elements and Limited Common Elements, and their relative locations and approximate dimensions of the Phase being submitted, or proposed to be submitted, to condominium ownership. Submitted, is identified on EXHIBIT "1" by a specific number. No Each Unit is identified on EXHIBIT "1" by a specific number. No the same number as any other Unit. The parking areas are delineated thereon. The percentage of ownership of undivided interests in the Common Elements appurtenant to each Unit is designated on EXHIBIT "1".
- 3.2 PHASING. This Condominium is a phase condominium as provided for in F.S. 718.403. On EXHIBIT "1", labeled as Résidéntial Phases I, II, V, VI, VII and IX through XXVII and Non-Residential Phases A through E, there are representations and descriptions of phases which may, at Sponsor's sole option, become part of the which may, at Sponsor's sole option, become part of the condominium. The plot plan attached as part of EXHIBIT "1" shows the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing and proposed buildings and the approximate location of all existing
 - (a) Size of buildings and units.
 - (b) Location and configuration of buildings.
 - (c) Elevations of lands and buildings.
 - (d) Design of buildings and units.

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- Configuration of units within buildings. (e)
- Building materials. (f)
- Height of buildings. (g)
- Number of units, number of units per building, and (h). number of buildings.
- Location of easements. (i)
- Changes in parking and landscaped areas. (j)
- Price. (k)
- Number of bathrooms and bedrooms in units. (1)

The Sponsor may make non-material changes in the legal description of a phase.

The minimum and maximum number and general size of units to be included in each phase is set forth on EXHIBIT "1".

Also set forth thereon is the minimum and maximum numbers and sizes of the Units and/or improvements to be included in said Phases, and the formula for calculating each such Unit's proposed percentage of Common Elements if each phase is added. EXHIBIT "1" sets forth the time period within which such phases may be completed and added to this Condominium, if added at all.

- 3.3 AMENDMENT. Notwithstanding anything in the Declaration to the contrary, no amendment adding a phase to the Condominium shall require the execution of such amendment or any form of consent shall require the execution of such amendment or any form of consent shall require the execution of such amendment or any form of consent shall require the execution of such amendment or any form of consent shall require the execution of such amendment or any form of consent shall require the execution of such amendment or any form of consent shall require the execution of such amendment or any form of consent shall require the execution of such amendment or any form of consent shall require the execution of such amendment or any form of consent shall require the execution of such amendment or any form of consent shall require the execution of such amendment or any form of consent shall require the execution of such amendment or any form of consent shall require the execution of such amendment or any form of consent shall require the execution of such amendment or any form of consent shall require the execution of such amendment or any form thereto by Unit Owners, the Association, any Mortgagees of Units, or by any party other than the Sponsor.
- IMPACT OF PHASING. The general scheme of phasing the Condominium is the submission of the parcel described in Paragraph 1.3 hereof of property to condominium ownership and the proposed addition of subsequent parcels to condominium ownership with such subsequent parcels becoming part and parcel of this with such subsequent parcels becoming part and parcel of this with such subsequent parcels becoming part and parcel of this Condominium and governed by the same Condominium Association. It is not anticipated that the submission of these additional phases to the Condominium will have significant impact upon any Unit Owner's rights except as set forth in this Declaration. The adding of the subsequent residential phases to this Condominium, thereby adding subsequent Units, will reduce the percentage of Common Elements additional Units, will reduce the percentage of Common Elements attributable to each previously created Unit, either as specifically set forth on EXHIBIT "1", or in accordance with the formula. The adding of subsequent phases to this Condominium will not affect the adding of subsequent phases to this Condominium will not affect the vote of any Unit Owner as a member of the Association. Subject to the provisions of Paragraph 3.6, each voting interest shall continue to have one vote for each Unit in the Condominium award by such Unit the provisions of Paragraph 3.6, each voting interest shall continue to have one vote for each Unit in the Condominium owned by such Unit Owner; provided, however, that the total number of votes entitled to be cast will increase by the number of units contained in the phases so added. If Sponsor decides not to add all of the additional phases to this Condominium, the number of Units in this Condominium will be as created by this Declaration and any amendments thereto will be as created by this Declaration and any amendments thereto adding phases and the Owners will own 100% of the Common Elements submitted to condominium. There is no significant impact in adding submitted to condominium. There is no significant impact in adding non-residential phases to condominium ownership except that certain commonly used facilities are made part of the condominium. Adding non-residential phases may increase the amount of common expenses.
 - ADDITION OF NON-RESIDENTIAL PHASES. EXHIBIT "1" sets forth the non-residential phases to be provided as each residential phase is added to the Condominium. The Sponsor has reserved the right to add additional non-residential phases as set forth on EXHIBIT "1" which contains a description of each type of facility, its proposed location and the circumstances under which its proposed location and the circumstances under which such facilities will be added.

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- 3.6 RIGHT TO ALTER. Unless otherwise provided in F.S. 718.403, Sponsor reserves the right to alter the design, boundaries, configuration and arrangements of all buildings in the future phases in this Condominium as long as Sponsor has not conveyed Units in buildings so altered. Said alteration shall be accomplished by an amendment to this Declaration, which need only be signed by Sponsor without the approval of any other party.
- 3.7 ADDITIONAL CONDOMINIUMS. In the event the Sponsor does not submit all proposed phases to condominium ownership, the Sponsor or its designee may, but is not obligated to, create other Condominiums (or other forms of residential property ownership) on the lands which were proposed to be in this condominium. All unit owners in such other condominiums, upon their creation, may share in the use of some (if not all) of the Recreational Phase Properties. The expense of the operation of such Recreational Properties shall be allocated to the various users of the Properties as agreed to by the Association. The Sponsor reserves the right to alter the number, design, boundaries, configuration and arrangements of all units and buildings in all other proposed Condominiums in the project.
- 3.7 TIME SHARING. There will be no time-share estates in this Condominium.
- 4. INTEREST IN COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS, PARKING.
- 4.1 INTEREST IN COMMON ELEMENTS. Each Unit Owner shall own, as an appurtenance to his Unit, an undivided interest in the Common Elements as assigned thereto in EXHIBIT "1". The percentage of undivided interest of each Unit shall not be changed without the unanimous consent of all owners of all of the Units (except as provided for elsewhere herein). Paragraph 3 hereof specifically contemplates that in the event Sponsor adds subsequent phases, the percentage of Common Elements shall automatically change as set post in EXHIBIT "1" hereof and no consent from any party, including Unit Owners, need be obtained. No owner of any Unit shall bring an action for partition or division of his undivided interest in the Common Elements.
- 4.2 BOUNDARIES. A unit consists of an individual apartment lying within the following boundaries:

4.2.1 HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (1) UPPER BOUNDARY -- The plane of the undecorated finished ceiling.
- (2) LOWER BOUNDARY -- The plane of the undecorated finished floor.

4.2.2 PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of the Unit shall be the following vertical planes bounding the Unit extended to intersections with each other and with the Upper and Lower Boundaries:

- (a) for all end Units: (i) the exterior unfinished surface of the outside walls, and (ii) the center line of the party wall between Units.
- (b) for all interior Units: (i) the exterior unfinished surface of the outside walls, and (ii) the center line of the party wall separating the Units.

Such boundaries shall be subject to:

- perimetrical boundary, including, but not limited to, windows and doors, the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a Common Element.
- (2) The interior partitions within a Unit are part of said Unit.
- (3) Where a patio or balcony is depicted on EXHIBIT "1" hereof (other than as limited common elements) to be a portion of the unit, the perimetrical boundary of such Unit shall vary with the exterior unfinished surface (including screening, if any) of any such structure extended in a vertical plane, where necessary, to the horizontal boundary. The fence bordering such limited common elements shall be common elements.
- 4.2.3 WEIGHT BEARING STRUCTURES. The area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries is a Common Element.
- 4.2.4 MAINTENANCE EASEMENT. There shall exist as a Common Element, an easement through each Unit for the ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishing of utility services to the Units and the Common Elements, and for maintaining, repairing and servicing same.
- 4.2.5 PIPES. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one Unit are appurtenant to such Unit and are not part of the Common Elements.
- 4.2.6 AIR CONDITIONING. Notwithstanding any of the provisions of this Paragraph 4 to the contrary, the air conditioning compressors and blowers located on or near any building and the refrigerant and electrical lines running from such compressors to, and the air handler within, the individual Units shall be deemed owned by the Unit Owners and are not a part of the Common Elements.
- 4.3 AUTOMOBILE PARKING AREAS. The Owner of each Unit is entitled to the exclusive use of one (1) parking space. Such parking space shall be assigned by the Association at the closing of each Unit. Such parking space shall be used only by the Owner of such Unit and such Owner's guests and invitees, and shall constitute Limited Common Elements for the use and benefit of said Unit. Parking spaces which are not assigned to a Unit shall be a part of the Common Elements. All parking spaces are subject to rules and regulations determined by the Board of Directors of the Association.
- 4.4 RIGHT TO ALTER. Sponsor reserves the right to alter the interior design, boundaries and arrangements of all Units as long as Sponsor owns the Units so altered. Said alteration shall be accomplished by an amendment to this Declaration, which need only be signed by Sponsor without the approval of any other party. Sponsor shall unilaterally reapportion, if necessary, the shares of ownership in the Common Elements appurtenant to the Units concerned; provided, however, that such re-apportionment shall not affect the shares of ownership of any other Units.
- 5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS. No Unit may be divided or subdivided into a smaller Unit or Units other than

as shown on EXHIBIT "1" hereto. No Unit, or portion thereof, shall be added to or incorporated into any other Unit (except as provided in Paragraphs 3 and 4 hereof).

6. EASEMENTS.

- 6.1 PERPETUAL NON-EXCLUSIVE EASEMENT. The Common Elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units.
- 6.2 EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. In the event that any Unit, Common Element or Limited Common Element shall encroach upon any other Unit, Common Element or Limited Common Element for any reason other than the purposeful negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.
- 6.3 UTILITY EASEMENTS. Utility and cable T.V. easements are reserved, and granted, through the Condominium Property as may be required for construction and maintenance of utility and cable T.V. services in order to adequately serve the Condominium.
- 6.4 INGRESS AND EGRESS. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.
- 6.5 USE. The use of any easement shall be subject to all of the provisions of this Declaration.
- 6.6 SURVEY EXHIBIT—EASEMENTS. The Sponsor shall have the right to create for others, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Paragraph 6. Further, Sponsor shall have the unequivocal right without the joinder of any other party to grant such easements (including, but not limited to, ingress, egress and maintenance), to such parties as Sponsor deems fit. If such easement is granted, as of the date hereof, the portion thereof that falls within the confines of the Condominium Property is designated as shown on EXHIBIT "1" attached hereto and shall be governed by the language thereon or may be created by separate document. The responsibility for the maintenance of the easements designated on EXHIBIT "1", if any, shall be as provided for therein. Sponsor, or its designee, shall have the right but not the obligation to enter the Condominium Property for the purpose of constructing, maintaining and repairing said easements and the equipment thereon. Should the Sponsor grant additional easements or supplement, replace or relocate the easements designated on EXHIBIT "1", the same shall automatically be part of the easements provided therein as if originally set forth.
- 6.7 ADDITIONAL EASEMENTS. Sponsor reserves unto itself, or its designee, the unequivocal right to create additional easements over, upon, or through the Condominium Property, at any time, for any purpose, without the joinder of the Association or any Unit Owners whomsoever, provided, that said easements so created shall not cause a diminution of parking spaces or cause a taking of part of a building. However, if requested, the Association and Unit Owners shall join in the creation thereof.
- 6.8 EASEMENT TO RECREATIONAL AREA AND EXIT. Sponsor shall, until all phases are submitted to condominium ownership (if done) provide access to a publicly dedicated roadway.

LIABILITY AND METHOD OF SHARING; COMMON EXPENSE; COMMON SURPLUS.

Each Unit shall share in the Common Surplus and be liable for the Common Expenses in the same percentage as the percentage representing the undivided interest of each Unit in the Common The right to share in the Common Surplus does not include Elements. The right to share in the Common Surplus does not include the right to withdraw or to require payment or distribution thereof except upon termination and dissolution of the Condominium.

EXEMPTION OF SPONSOR.

The Sponsor shall be excused from the payment of the share of the Common Expenses and assessments related to unsold Units for a period terminating on the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Condominium Unit occurs.

The Sponsor shall be excused from the payment of the share of common expenses in respect of those Units owned by Sponsor and offered for sale during such period of time that Sponsor shall have guaranteed, by subsidy or otherwise, that the assessment for all Common Expenses of the Condominium imposed upon the Unit Owners all Common Expenses of the Condominium imposed upon the Unit Owners other than Sponsor shall not increase over a stated dollar amount, and for which period Sponsor shall have obligated itself to pay any amount of Common Expenses not produced by the assessments at the guaranteed level receivable from other Unit Owners.

ADMINISTRATION OF THE CONDOMINIUM:

- 8.1 THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with the provisions of this Declaration and the Condominium for the provisions of this Declaration and the Condominium Act.
- 8.2 MULTIPLE CONDOMINIUMS. The Association may in the future be designated as the entity to administer and operate other Condominiums (which term may include other forms of ownership) in the project. It shall be the Association's sole responsibility and discretion to determine which items of cost, expense and income are attributable in their costincts to this Condominium and which are attributable in their entirety to this Condominium, and which are to be apportioned amongst more than one condominium, as well as the be apportioned amongst more than one condominium, as well as the basis of such apportionment. In all events the Association's determination as to such attribution shall be conclusive and binding. All costs and expenses attributed to this Condominium, whether in their entirety or as an apportionment of an expense shared by more than one condominium, shall constitute Common Expenses of this Condominium.
- 8.3 MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon his acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No person holding means by which such ownership may be divested. No person holding means by which such ownership may be divested. No person holding means by virtue to the encumbrance upon any Unit shall be any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.
- 8.4 POWERS OF ASSOCIATION. In the administration of the Condominium Property, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and, as provided herein, to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units, Common such Rules and Limited Common Elements as the Board of Directors of Elements and Limited Common Elements as the Board of Directors of the Association may deem appropriate. The Association shall have the except as limited herein. Further, the Association shall have the right, when determined by the Board of Directors, to grant exclusive licenses. easements. permits. leases or privileges to any individual licenses, easements, permits, leases or privileges to any individual or entity, including Non-Unit Owners, which affect the Common

Elements or Limited Common Elements, and to alter, add to, relocate or improve Common Elements and Limited Common Elements, PROVIDED, However, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements the Owner(s) of the Unit(s) to which such Limited Common Elements the Owner(s) of the Unit(s) to which such Limited Common Elements the Owner(s) of the Association. The are appurtenant must be obtained by the Association. The are appurtenant must be obtained by the Association. The are appurtenant must be obtained by the Association, or appropriate, in conjunction with other condominium, homeowners, or appropriate, in conjunction with other condominium, homeowners, or appropriate, in conjunction which now, or in the future, exist within other type Associations which now, or in the future, exist within other type Associations which now, or in the future, exist within other type Associations which now, or in the future, exist within other type Associations which now, or in the future, exist within other type Associations which now, or in the future, exist within other type Associations which now, or in the future, exist within other type Associations which now, or in the future, exist within other type Associations which now, or in the future, exist within other type Associations and the project as may be reasonably necessary to the confines of the project as a whole.

- 8.5 REPORTS TO MEMBERS. The Association or its designees shall maintain such records as required by F.S. 718.111.
- 8.6 REPORTS TO LENDERS. So long as an Institutional Mortgagee of any Unit is the owner or holder of a mortgage encumbering a Unit in the Condominium, the Association shall furnish aid Institutional Mortgagee with one (1) copy of the Annual said Institutional Mortgagee with one (1) copy of the Annual Statement and Report of the Association pertaining to the Financial Statement and Report of the Association pertaining to the Mortgagee requests same. Further, the Official Records of the Mortgagee requests same. Further, the Official Records of the Association shall be available for inspection, upon request, during Association shall be available for inspection, upon request, during normal business hours or under other reasonable circumstances by such Institutional Lenders and related parties.
- 8.7 INSURANCE REPORTING. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

- 8.8 VOTING. Each Unit, including those owned by the Sponsor, shall be entitled to one (1) vote. The vote of each Unit shall be governed by the provisions of the By-Laws.
- 8.9 MANAGEMENT AGREEMENT. The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as the Association and such person, firm or corporation shall agree.
- 9. USE AND OCCUPANCY. The provisions of this Paragraph 9 shall not be applicable to Sponsor or to any Corporation formed or controlled by Sponsor.
- (a) RESIDENTIAL USE. Each Unit is restricted to residential use as a residence by the Owner thereof, his immediate family, guests, tenants and invitees. All Common Areas are similarly restricted to use by those same persons. At no time may similarly restricted to use by those same persons of the Unit be used by more persons than for which it was designed the Unit be used by more persons than for which it was designed the Unit be used by more persons than for which it was designed to persons in 2-bedroom convertible den units; 5 persons in 3-bedroom units; 4 persons in 2-bedroom units; 3 persons in 1-bedroom units).
- (b) OWNERSHIP BY ENTITY. In the event that other than a natural person is a Unit Owner, said entity shall, prior to the purchase of such Unit, designate the person who is to be the permanent Occupant of such Unit. Such entity shall not thereafter permanent to designate other persons as the Occupants of such have the right to designate other persons as the Occupants of such that the designate of the persons Unit, whether in substitution of or in addition to the persons initially designated, except with the approval of the Association given pursuant to the provisions of Paragraph 12 of the Declaration of Condominium. All provisions of the Declaration of Condominium

shall apply to such designated Occupants as though they had title to such Unit and the entity owning such Unit shall be bound thereby. The provisions of this Article shall not be applicable to Sponsor or to any corporation formed or controlled by Sponsor.

- (c) GENERAL USE RESTRICTION. No person shall use the Condominium Property or any part thereof, in any manner contrary to the Condominium Documents.
- (d) LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.
- (e) ALTERATIONS AND ADDITIONS. No Unit Owner shall make or permit to be made any alteration, addition or modification to his Unit without the prior written approval of the Association. No Unit Owner shall cause any improvements or changes to be made to the exterior of the Unit, building, patio or balcony, including painting or other decoration. No Unit Owner shall cause to be made painting or other decoration. No Unit Owner shall cause to be made any modification or installation of electrical wiring, television antenna systems or connections, whether inside or outside the Unit, or in any manner change the appearance of any portion of the Condominium Property. No Unit Owner may cause any material puncture or break in the boundaries of his Unit.
- (f) FLOOR COVERINGS. All Units are required, prior to occupancy, to have wall-to-wall carpeting or other flooring material with provision for sound-proofing, if required, installed upon all floor areas except the entrance area, patio and balcony.
- harbored on the Condominium Property or Unit so long as such pet or animal does not exceed twenty-five (25) pounds in weight and does not constitute a nuisance. A determination by the Board of the Association that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. No pet shall be "tied out" on the exterior of the Unit, or left unattended on the balcony or patio. All pets shall be walked on a leash not to exceed 6' in length. No pet shall be permitted outside a Unit exceed 6' in length. When notice of removal of any pet is given, said except on a leash. When notice of removal of any pet is given, said except on a leash. When notice of removal of the giving of the notice. All pets shall defecate only in the "pet walking" areas on the Condominium Property designated for such purpose. The Unit Owner shall clean up all such matter created by his pet.
- (h) NUISANCES. No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners is permitted. No Unit Owner shall permit or suffer anything to be done or kept upon the Condominium Property or his Unit which will increase the rate of insurance on the Condominium.
- (i) APPLICABILITY TO SPONSOR. Neither the Unit Owner nor the Association, nor their use of the Condominium, shall interfere with the Sponsor's completion and sale of the Condominium Units. Anything contained herein to the contrary notwithstanding, the Sponsor may make such use of any unsold Unit, the Common Elements, and Condominium Properties as may facilitate the sale or leasing of any Unit in this Condominium.
- (j) CHILDREN; RESIDENTS. No person under thirty-five (35) years of age shall be permitted to reside in any Unit, except that such persons under the age of thirty-five (35) years may be permitted to visit and reside for reasonable periods not to exceed two (2) consecutive months on any one occasion and seventy-five (75) days in any calendar year.

- (k) CHILDREN'S USE OF FACILITIES. Persons who are not eighteen (18) years of age or older shall not be permitted to use the recreation facilities unless under the supervision of an adult Unit Owner or lawful Occupant over the age of eighteen (18) years, except in such cases and under such conditions as the years, except in such cases and under such conditions as the Association may from time to time establish and require. Parents shall be responsible for all actions of their children at all times in and about the Condominium Property.
- (1) RULES AND REGULATIONS. All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the entity in control thereof and the provisions of this Declaration and the By-Laws of the Association.
- 10. MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY.
- 10.1 MAINTENANCE BY ASSOCIATION. The Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common Elements, Limited Common Elements (except as indicated herein to the contrary), and other areas as indicated in the Condominium and related documents.

The Association shall maintain this Condominium as a first-class quality residential project. In accomplishing the same, it is acknowledged that such maintenance shall be performed to the standards established while the Association was operated by the representatives appointed by the Sponsor.

It is agreed that the Association shall make no material changes (or permit others, including Unit Owners) in the visual appearance of the Condominium without the express prior written consent of Sponsor. Such right shall terminate December 31, 1990.

Should the Association fail to meet the maintenance standards or should the Association make such unauthorized changes in appearance, the Sponsor shall give thirty (30) days notice to the Association to cure the problem. If not cured within the time allowed, then Sponsor shall: (i) as agent for the Association cause the problem to be remedied at the Association's sole cost and expense; or (ii) enforce the obligations through legal action in which event the Association shall pay the Sponsor's costs and attorneys' fees.

It is agreed that this agency is coupled with an interest and that Sponsor's interests are irreparably affected if the maintenance standards of the project are allowed to deteriorate.

10.2 MAINTENANCE BY UNIT OWNER. Each Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at his expense, all portions of his Unit repair and replace, at his expense, windows, glass, screens, including, but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings and all other portions of surfaces of all walls, floors and ceilings and all other portions of his Unit. The Unit Owner shall maintain and repair the air conditioning compressor and blower, refrigerant and electrical line, patio and courtyards appurtenant to his Unit.

10.3 LIABILITY OF UNIT OWNER. Should a Unit Owner undertake unauthorized additions and modifications to his Unit or Limited Common Elements or Condominium Property, as specified above, or refuse to maintain and make repairs as required, or should a Unit Owner cause any damage to the same, the Association may take such action as it deems necessary and may undertake repairs, replacements or maintenance, and levy a special assessment for the cost thereof against said Unit Owner. In the event a Unit Owner threatens to or

violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

- 10.4 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which a Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, or the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.
- necessary to enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of this Declaration, or for performing any maintenance, alteration or repair to any portion of the Common Elements, Limited Common Elements, or Unit, the Unit Owner shall permit an authorized agent of the Association to enter such Unit, or to go upon the Common Elements and Limited Common Elements, PROVIDED, that such centry shall be made at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice. The Unit Owners acknowledge that the Association may retain a master pass key to all the Units in the Condominium. Each Unit Owner does hereby appoint the Association as his agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.
- 10.6 WATER AND SEWER LINES; SPRINKLER SYSTEM. Water and sewer service may be provided to this Condominium by governmental or other authorities. The Association shall own and maintain the same as required by said governmental agency or utility. The Association shall own and maintain the sprinkler system on the Condominium Property.
- 11. APPORTIONMENT OF TAX OR ASSESSMENT. If any taxing authority levies or assesses any Tax or Assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any Unit to the same extent as though such Tax or Assessment had been separately levied by the taxing authority upon each Unit.

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

12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially and socially responsible and thus protect the value of the Condominium Property, the transfer and mortgaging of Units by other than the Sponsor shall be subject to the following provisions as long as the Condominium and the Condominium Property exists:

12.1 TRANSFERS SUBJECT TO APPROVAL.

- a. SALE. No Unit owner may dispose of a Unit or any interest in a Unit, by sale or otherwise, without approval of the grantee by the Association. All dispositions under this Paragraph 12, or otherwise, shall comply fully with all of the provisions of this Declaration and its Exhibits.
- b. LEASE. No Unit Owner may dispose of a Unit or any interest in a Unit by lease without approval of the lessee by the Association. No lease may be made for less than a period of three (3) consecutive months nor shall any transient accommodations be provided.

- c. GIFT. If any person shall acquire his title or right to occupy by gift, the continuance of his ownership of the Unit shall be subject to the approval of the Association.
- d. DEVISE OR INHERITANCE. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his ownership of the Unit shall be subject to the approval of the Association.
- e. OTHER TRANSFERS. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of the Unit shall be subject to the approval of the Association.
- 12.2 APPROVAL OF ASSOCIATION. The approval of the Association that is required for the transfer of all or part of ownership of Units shall be obtained in the following manner:

a. NOTICE TO ASSOCIATION.

- (1) SALE. A Unit Owner intending to make a "bona fide" sale of his Unit shall give to the Association notice of such intention, together with such information concerning the intended purchaser as the Association may require, on forms provided for that purpose by the Association. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser for the Unit if the proposed purchaser is not approved; if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract of sale and purchase.
- (2) LEASE. A Unit Owner intending to make a "bona fide" lease of his entire Unit shall give to the Association notice of such intention, together with the name, address, and such other information concerning the intended lessee as the Association may require on forms provided for that purpose by the Association, and a copy of the proposed lease. A demand for a substitute lessee may be made as heretofore provided.
- (3) GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. A Unit Owner who has obtained his title by a gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof, together with such information concerning the Unit Owner as the Association may require and a copy of the instrument evidencing the owner's title.
- (4) FAILURE TO GIVE NOTICE. If the required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a Unit, the Association, at its election and without a Unit, the Association, at its election and without a Unit, may approve or disapprove the same. 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.
- (5) BONA FIDE OFFER. A "bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all of the terms and conditions of such proposed lease or sale and accompanied by an earnest money deposit in current legal funds.

- (1) TRANSFER FEE. There may be a transfer fee, (in an amount not to exceed that permitted by F.S. 718.) as established by the Board from time to time, charged by the Association for the approval procedures set forth in this Paragraph 12. No fee may be charged for a renewal of a lease or sublease with the same lessee or sub-lessee.
- (2) SALE OR LEASE. If the proposed transaction is a sale or lease, then within fifteen (15) days after receipt of the notice and information concerning the proposed purchaser or lessee, (including responses to character and financial inquiries), that the character and financial inquiries), that the Association may request, the Association must either Association or disapprove the proposed transaction. If the approve or disapprove the proposed transaction. transaction is a sale, the approval shall be stated in a certificate executed in accordance with the By-Laws of the Association, the form of which is attached thereto as EXHIBIT "A", which shall be recorded, at the expense of the party recording the deed, in the Public Records as an attachment to the instrument of Records. The grantee shall provide the Association with a photocopy of the recorded deed. If the transaction is a lease, the approval shall be executed in accordance with the By-Laws of the Association and delivered to the lessor. The liability of the Unit Owner under the terms of this Declaration shall continue notwithstanding the fact that the Unit may have been leased.
- INHERITANCE; (3) GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the Unit owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within fifteen (15) days after receipt of the notice and information required to be furnished concerning such owner, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of the Unit. If approved, the approval shall be stated in a certificate executed by the Association in accordance with the By-Laws of the Association, for the form of which is attached thereto, and which shall be recorded in the Public Records as hereinabove provided.
- APPROVAL OF CORPORATE OWNER OR PURCHASER. If the proposed purchaser of a Unit is a corporation or other entity, the approval of the ownership by the entity will be conditioned upon requiring that all persons who shall be Occupants of the Unit be approved by the Association, and that the principals of the Corporation or entity shall guarantee the performance by the corporation of the provisions of this instrument and execute either a copy thereof or a certificate to and execute either a copy thereof or a certificate to that effect.
- the of Failure APPROVE. FAILURE TO Association to either approve or disapprove within the terms set forth shall be deemed approval.
- 12.3 DISAPPROVAL BY ASSUCIATION. If the Association shall disapprove a transfer of ownership or the leasing of a Unit, the matter shall be disposed of in the following manner:
- NO REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved and the Unit Owner has made no demand for providing a substitute purchaser or lessee, the Association shall deliver a certificate of disapproval executed in accordance with the By-Laws of the Association and the transaction shall not be consummated.

- b. SALE OR LEASE -- REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved and the request for substitute has been made, the Association shall deliver, or mail by registered mail, to the Unit Owner a bona fide agreement to purchase or rent the Unit by a purchaser or lessee approved by the Association who will purchase or lease and to whom the Unit Owner must sell or lease the Unit upon the following terms:
 - (1) The price to be paid and terms of payment shall be as stated in the disapproved offer to sell or rent.
 - (2) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase or on the closing date set forth in the disapproved offer to sell, whichever last occurs. The lease shall take effect as of the date of the proposed lease.
 - (3) If the Association shall fail to provide a purchaser or lessee upon the demand of the Unit Owner in the manner provided, or if a purchaser or lessee furnished by the Association shall default in his agreement to purchase or lease, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved as elsewhere provided.
 - C. GIFTS; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the Unit Owner has acquired his title by gift, devise or inheritance, or in any other manner, and the continuance thereof is disapproved, the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:
 - (1) The sale price shall be the fair market value determined by agreement between the Seller and the Purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement, the price shall be determined by an independent appraiser appointed by the Chairman of the local Board of Realtors. Upon determination of the price, the owner and purchaser shall execute a bona fide contract of purchase and sale of the Unit.
 - (2) The purchase price shall be paid in cash.
 - (3) The sale shall be closed within thirty (30) days following the determination of the sales price.
 - (4) The contract shall be the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in the County in which this Declaration is recorded.
 - (5) If the Association shall fail to provide a purchaser as required herein, or if a purchaser furnished by the Association shall default in his agreement to purchase, the provisions of Paragraph 12.3b(3) shall apply.
 - 12.4 MORTGAGE. No Unit Owner may mortgage his Unit, or any interest therein, without the approval of the Association except to an Institutional Mortgagee, or to a vendor to secure a portion or all of the purchase price.
 - 12.5 EXCEPTIONS; PROVISO. The foregoing provisions of this Section entitled "MAINTENANCE OF COMMUNITY INTERESTS" shall not apply to a transfer to or transfer by an Institutional Mortgagee or its nominee that acquires its title as the result of a deed from the Mortgagor in lieu of foreclosure or through foreclosure proceedings.
 - a. PROVISO. Should an Institutional Mortgagee or its nominee acquire title to a Unit as hereinabove provided, such Institutional Mortgagee or nominee shall immediately

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thereafter notify the Association of such fact. The failure of such a Mortgagee to so notify the Association shall not affect the validity of any deed to or by such Mortgagee nor make the conveyance subject to approval by the Association. The purchase from an Institutional Mortgagee or its nominee shall not be subject to approval by the Association as provided in this Article 12.

b. PROVISO. Should any purchaser acquire title to a Unit at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the Association of such fact and shall be governed by Paragraph 12.3c, and all of the provisions of this instrument.

- 12.6 CONDOMINIUM DOCUMENTS. It shall be the responsibility of the transferor of a Condominium Unit to transfer to transferee all the Condominium Documents originally provided to said transferor. Notwithstanding this Paragraph 12.6, the transferee shall be bound by the terms of this instrument even though the transferor has failed to comply herewith.
- 12.7 UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease not authorized pursuant to the provisions of this Declaration shall be void unless subsequently approved by the Association.
- 12.8 PROVISO. No certificate of approval shall be issued by the Association, as provided in this Paragraph 12 and the By-Laws, until all sums due by the Unit Owner pursuant to this Declaration are current and paid.
- 12.9 INAPPLICABILITY TO SPONSOR. Notwithstanding anything to the contrary herein, none of the provisions of this Paragraph 12 shall apply to any Unit owned, initially or re-acquired, by the Sponsor or any corporation that is a parent, affiliate or subsidiary of the Sponsor and said firms may sell or lease any such units as it deems fit.
- 12.10 INTER-FAMILY TRANSFERS. None of the provisions of this Paragraph 12 shall apply to a transfer between joint or co-tenants, or among spouses; nor shall they apply to transfers between members of immediate families where the grantee is not to take immediate possession (i.e., Life-estate deed, joint tenancy with children, etc.). However, they shall govern at the time that any previously unapproved party takes possession.
- 12.11 IMMUNITY FROM LIABILITY FOR DISAPPROVAL. The Association, its agents or employees, shall not be liable to any person whomsoever for approving or disapproving of any person pursuant to this Paragraph 12, or for the method or manner of conducting the investigation. The Association, its agents or employees shall never be required to specify any reason for disapproval.
- 13. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by F.S. 718.111(9) and the following provisions:
- 13.1 PURCHASE OF INSURANCE. All insurance purchased pursuant to this Paragraph 13 shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners and the rights of subrogation as to any claims against Unit Owners and the Association, their respective servants, agents, tenants, and Association, their respective servants, agents, tenants, and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the

insurer has waived its rights of subrogation as aforesaid. All institutional Mortgages which hold first mortgages on Units totalling more than \$1,000,000.00 shall, if they so request, have the right to reasonably approve the policies and the amount of insurance thereof. In the event the Association fails or refuses to provide the insurance herein provided, said Institutional Mortgagees shall have the right to pay for same and be subrogated to the lien rights of the Association as herein provided against all the Units in order to recover any such payments.

- 13.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.
- 13.3 UNIT OWNERS' RESPONSIBILITY. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his own property, floor coverings, wall coverings or ceiling coverings, and for his own liability and living expenses as he deems advisable. All such insurance issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.
- 13.4 COVERAGE. The following coverage shall be obtained by the Association:
 - a. The buildings (as defined in F.S. 718.lll[9][b]) and all other insurable improvements upon the land, including all of the Units as originally constructed, furnished and equipped by Sponsor, Common Elements, Limited Common Elements, and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the Association in consultation with the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement, together with all other perils customarily covered with respect to condominiums similar to this, including the standard "all risk" endorsement, where such is available.
 - b. Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits of not less than \$1,000,000.00 for bodily injury or death resulting from any one accident or occurrence, and not less than \$1,000,000.00 for property damage. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to an individual Unit Owner, and one Unit Owner to another.
 - c. Blanket fidelity bonds for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association, and/or, if applicable, officers, employees and agents of the Management Agent responsible for handling Association funds, or administering such funds on behalf of the Association. The fidelity insurance/bond shall be no less than one and one-half (1-1/2) times the annual budget, including reserves as set forth in said budget.
 - d. A "master" or "blanket" policy of flood insurance on the condominium building and any other property covered by

the required form of policy in an amount deemed appropriate, but not less than the following: The lesser of: (i) the maximum coverage available under the National Flond Insurance Program for all buildings and other insurable property within any portion of the condominium located within a designated flood hazard area; or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other insurable property.

- e. Workmen's compensation policies shall be obtained to meet the requirements of law.
- f. Such other insurance as the Board of the Association may determine to be necessary from time to time or as required by law.
- accordance with Paragraph 13.4a shall provide that all proceeds payable to the Association as a result of any insured loss, except those specifically herein excluded, shall be paid to a bank doing business in the County in which the condominium is located and having trust powers which shall be designated from time to time by the Association as Insurance Trustee, whose appointment is subject to the reasonable approval by the Institutional Mortgagee holding the greatest dollar amount of first mortgages on the Units. The Insurance Trustee shall not be liable for payment of premiums, the Insurance Trustee shall not be sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:
 - a. Proceeds received on account of damage to Common Elements shall be held in the same proportion as the share in the Common Elements which is appurtenant to each of the Units.
 - b. Proceeds on account of damage to the Unit shall be held in the following manner in undivided shares:
 - (1) PARTIAL DESTRUCTION WHEN THE DAMAGE IS TO BE RESTORED: For the benefit of the Unit Owners of the damaged Units in proportion to the cost of restoring the same suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate proportions, each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.
 - (2) TOTAL DESTRUCTION OF A BUILDING WHEN THE DAMAGE IS NOT TO BE RESTORED. For all Unit Owners of a destroyed building the share of each shall be in the same proportion as the Unit Owners' undivided share in the Common Elements which is appurtenant to his Unit compared with the other Unit Owners in the destroyed building. In the event a mortgagee endorsement has been issued hereunder, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear.
 - policies received by the Insurance Trustee shall be distributed to, or for the benefit of, the Unit Owners (after first paying or making provision for payment of the expenses, including a reasonable fee for services rendered, of the Insurance Trustee) in the following manner:
 - a. If the damaged improvements for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the Association, except as otherwise provided in Paragraph 13.13d.

- If it is determined that the damaged improvement for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the Unit Owners for whom it is being held and their mortgagees as their interest may appear.
- c. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate provided by the Association as to the names of the Unit Owners and mortgagees and their respective shares of the Owners and mortgagees and their respective shares of the distribution. Upon request of the Insurance Trustee the Association shall forthwith deliver said certificate.
- 13.7 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner, for each owner of a mortgage upon a Unit and for each Owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases these the covered of claims releases upon the payment of claims.
- 13.8 DETERMINATION TO RECONSTRUCT. If any part of the Condominium Property shall be damaged by casualty the determination as to whether or not it shall be reconstructed shall be made in the following manner:
 - COMMON ELEMENT. If the damage is only to a Common Element the damaged property shall be reconstructed.
 - DAMAGE TO UNITS.
 - (1) If the damage is to Units and if Units to which more than 70% of the Common Elements are appurtenant are found by the Board of Directors to be untenantable, then the damaged property will not be reconstructed and the condominium will be terminated (without agreement as elsewhere provided), unless (without agreement as elsewhere provided), unless (within sixty (60) days after the casualty voting interests owning 75% or more of the Common Elements agree in writing to such reconstruction. Notwithagree in writing to such reconstruction. Notwith-standing the foregoing, if the damages could be repaired for \$100,000.00 or less, the property shall be reconstructed.
 - (2) If the damage is to Units, but Units to more than 30% of the Common Elements are appurtenant are found by the Board of Directors to be tenantable, the reconstruction shall be determined on a building-by-building basis as follows:
 - (i) If Units in a particular building which represent 50% or more of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed unless within sixty (60) days after the casualty the voting interests of Units which represent 75% or more of the Common Elements appurtenant to all Units in said building agree in writing not to reconstruct, in which event the Units in that building shall be removed from the Units in that bullding shall bursuant to Condominium (without agreement) pursuant to Paragraph 13.16 and 13.17 hereof. Paragraph the foregoing, if such property Paragraph 13.16 and 13.17 hereof. Notwithstanding the foregoing, if such property may be reconstructed for \$20,000.00 or less, the property will be reconstructed.
 - (ii) If Units in a particular building which represent 51% or more of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to

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be untenantable, then said damaged building will not be reconstructed and the Units in the building will be removed from the Condominium (without agreement) as provided in Paragraphs 13.16 and 13.17 hereof, unless within sixty (60) days after the casualty the voting interests of Units which represent 75% or more of the Common Elements appurtenant to all the Units in said building agree in writing to such reconstruction, provided, however, that notwithstanding the fact the required number of Units are untenantable if such property may be reconstructed for \$20,000.00 or less, the property shall be reconstructed.

- c. CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- 13.9 RESPONSIBILITY. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner then the Unit Owner shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.
- 13.10 NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes, if applicable.
- 13.11 ESTIMATES. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to reconstruct. Such cost may include professional fees and premiums for such bonds as the Board may desire, or those required by any Institutional Mortgagee involved.
- 13.12 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the Association, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made of reconstruction are insufficient amounts to provide funds for against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's shares in the Common Elements.
- 13.13 DISPOSITION OF PROCEEDS. The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the Insurance Trustee by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:
 - a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Unit Owner: to such contractors, suppliers, and personnel for work done, materials supplied or services required for such reconstruction. Payments shall be in such amounts and at such times as the Unit Owners may direct, or if there is a mortgagee endorsement, to such payee as the Unit Owner and the mortgagee direct. Nothing contained Unit Owner and the construed to limit or modify the responsibility of the Unit Owner to make such reconstruction.

- b. If the amount of the estimated cost of reconstruction is less than \$25,000.00, and is the responsibility of the Association, the construction fund shall be disbursed directly to the Association in payment of such costs and upon the Association's order, provided, however, that upon the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the Association and such mortgagee may properly direct.
- c. If the amount of the estimated cost of reconstruction is more than \$25,000.00 and is the responsibility of the Association, then the reconstruction fund shall be applied by the Insurance Trustee to the payment of such costs and shall be paid for the account of the Association, from time to time, as the work progresses. Said Trustee shall make payments upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect or engineer in charge of the work, setting forth:
 - (1) That the sum then requested either has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.
 - (2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or materialman's liens.
 - (3) That the cost, as estimated, or work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.
 - d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the Common Elements and then to the Units. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to the Association, provided, however, if assessments were made under Paragraph 13.12 hereof, then all or a part of said balance shall be returned to the Units Owners paying said assessment, pro-rata, according to the amount each paid, up to the full amount each paid, then to the Association.
- PROCEEDS. In the event a mortgagee endorsement has been issued concerning any Unit, the share of the Unit Owner shall be held in trust for the mortgagee as heretofore provided; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not the damaged property shall be reconstructed, and no mortgagee shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee where the Unit is not to be reconstructed. All mortgagees agree to waive the rights to said proceeds if the same are used pursuant to the provisions of this Declaration to pay for are used pursuant to the provisions of this Declaration to pay for are used pursuant to the mortgagee, if any, to require any surplus affect the rights of the mortgagee, if any, to require any surplus proceeds to be distributed to it, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Unit Owner from his duty to reconstruct damage to his Unit as heretofore provided.

13.15 AUTHORITY OF ASSOCIATION. In all instances herein, except when a vote of the membership of the Association or owners in a particular building is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

13.16 REPAIR OF LAND. In the event, pursuant to the provisions of Paragraph 13.8, the Condominium is not terminated but a building is not to be restored, the remains of said building shall be razed and the land thereunder restored to a landscaped green area at the sole pro-rata expense of the Unit Owners who own Units in said building. The expenses thereof may be deducted from any insurance proceeds payable on account of casualty to said building.

the provisions of Paragraph 13.8 hereof, the Condominium is not terminated but a building is not to be restored, the payment of any insurance funds to the Unit Owners and/or their Mortgagees of said building, on account of casualty to said building, shall be building, on account of casualty to said building, shall be contingent upon such Unit Owners conveying by Quit-claim Deed, executed in recordable form, all Units in said building to the Association, and further contingent upon the Mortgagees thereof executing Satisfactions of Mortgages, in recordable form, for all mortgages encumbering Units in said building. The share of Common Expenses of said Units conveyed to the Association shall be a Common Expense to be shared by the remaining Unit Owners of the Condominium. Since said remaining Unit Owners will not own 100% of the Common Elements due to the fact that the Association will own the Units of said building which was not restored, and in order to collect said Common Elements attributable to the Units owned by the Association, there shall be added to the Budget an amount entitled "Common Expenses of Association's Units" which shall be mathematically determined to equal an amount such that when added to the actual expenses and assessments of the Association, the amount to be collected from the remaining Unit Owners according to their percentage of Common Expenses equals said actual expenses and assessments.

14. ASSESSMENTS; LIABILITY, LIEN AND ENFORCEMENT.

14.1 GENERAL AUTHORITY. The Association shall have the power to make, levy and collect regular and special assessments for Common Expenses and such other assessments as are provided for by the Condominium Act and the provisions of this Declaration and all other expenses declared by the Directors of the Association to be Common Expenses from time to time.

14.2 UNIT OWNER'S GENERAL LIABILITY. Except as herein specified to the contrary, all assessments levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentage of the undivided shares in the ownership of the Common Elements without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the Limited Common Elements. Should the Association be the owner of any Units(s), the assessment, which would otherwise be due and payable to the Association by the Owner of such Unit(s), shall be a Common Expense. Sponsor's liability shall be as specified in Paragraph 7 hereof.

14.3 PAYMENT. The assessment levied against the Unit Owner and his Unit shall be payable in such installments, and at such times as may be determined by the Board of Directors of the Association.

The specific purpose of any special assessment shall be set forth in a written notice of such assessment sent to each Unit Owner. The funds collected pursuant to the special assessment shall be used only for the specific purpose(s) set forth in such notice or

returned to the Unit Owners. However, upon completion of such specific purpose(s), any excess funds shall be considered common surplus.

14.4 EMERGENCIES. If assessments levied are, or may prove to be insufficient to pay the costs of operation and management of the condominium, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

14.5 RESERVES.

- a. RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses shall include therein a sum to be collected as a reserve fund in compliance with Florida Statutes 718.112 unless waived as therein provided. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserves shall be segregated in a separate fund and may only be used for the purpose of funding completion and/or construction of items reserved for, except as may be decided to the contrary by a meeting of the members.
- b. OPERATING RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payments of assessment by Unit Owners or as a result of emergencies.
- Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expenses of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments may be co-mingled with other monies held by the Association, except for reserves which shall be held in a separate fund. All assessments received by the Association shall be for the benefit of the Unit Owners or Condominiums. No Unit Owner shall benefit of the Unit Owners or Condominiums. No Unit Owner shall benefit of the interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means the Association shall not be required to account to such owner of any share of the funds or assets of the Association.
- 14.7 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.9 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged in the State of Florida. In the event that any Unit Owner is in default in payment of any assessments or installments thereof, owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorneys' fees and all costs.
- 14.8 NO WAIVER. No Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Units for which the assessments are made or in any other manner.

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14.9 LIEN. The Association has a lien upon each Condominium Unit, together with lien on all tangible property located within said Unit (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of monies from each unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Occlaration and sums advanced on behalf of the Unit Owner in payment of his obligations as set forth in the Condominium Documents and reasonable attorneys' fees incurred as an incident to the enforcement of said lien (including those which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure). The lien granted to Association may be foreclosed as provided in the Condominium Act. The lien granted to the Association shall further secure such advances for taxes and payments on accounts of Institutional Mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien. The lien shall be effective, have unless, by the provisions of this Occlaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association. No lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction.

First Mortgagee shall acquire title to any Unit by virtue of either purchase at the public sale resulting from the first mortgagees, or a deed in lieu thereof, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments attributable to the Condominium Unit or chargeable to the former Unit Owner of the Unit which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Following said acquisition, all Unit Owners of any nature, including, without limitation a purchaser at a judicial sale or Institutional Mortgagee, shall be liable for all assessments coming due while he is the Unit Owner.

14.11 CERTIFICATE OF STATUS OF ASSESSMENTS. Within fifteen (15) days of the request by a Unit Owner or Unit Mortgagee, the Association shall provide a certificate stating all assessments and other moneys owed to the Association by the Unit Owner with respect to the Condominium Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby.

provided in subsection (6) of F.S. 718.116, the Grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such transfer of title. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage or by deed in lieu thereof, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of such Unit until such time as all unpaid assessments and all court costs and attorneys' fees, if any, incurred on account thereof and due and owing by the former Unit Owner, have been paid in full.

14.13 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed

an election precluding the institution of suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

14.14 LIENS -- MECHANICS. The creation and enforcement of mechanic's and other liens against the Units and Condominium Property, except those created by this Declaration, shall be governed by the provisions of (F.S. 718.121--LIENS) the Condominium Act.

- 15. TERMINATION. The Condominium may be terminated in the following manner:
- 15.1 DESTRUCTION. If it is determined because of the circumstances and in the manner provided in Paragraph 13.8.b.(1) hereof that the Condominium Property shall not be reconstructed, the Condominium will be terminated (subject to the provisions of Paragraph 13.16).
- 15.2 AGREEMENT. As provided in Section 718.117 of the Condominium Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages on Units.

If the proposed termination is submitted to a meeting of the Association, and if the approval of the voting interests of not less than 75% of the Common Elements and their Institutional Mortgagees is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving Unit Owners from the Association), shall have the option to buy all of the (through the Association) unit Owners for the period of one hundred Units of the disapproving Unit Owners for the period of one hundred twenty (120) days from the date of such meeting. The vote of those voting interests approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against termination, or not voting may, within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

- a. EXERCISE OF OPTION. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Owners of the Units voting against termination. The agreement shall be subject to the purchase of all Units owned by Owners not approving the termination.
- b. PRICE. The sale price for each Unit shall be the fair market value as determined between the seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Unit, the price shall be determined by an appraiser appointed by the Chairman of the local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court of competent jurisdiction.
- c. PAYMENT. The purchase price shall be paid in cash.
- d. FORM. The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in the County in which this Declaration is recorded.
- e. CLOSING. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last Unit to be purchased.

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- 15.3 CERTIFICATE. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.
- of the Condominium the Unit Owners shall own the Condominium of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination so that the sum total of the ownership shall equal one hundred percent (100%).
- 15.5 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of Limited Common Elements shall be extinguished by virtue of the termination of the Condominium.
- 15.6 AMENDMENT. This Paragraph 15 concerning termination cannot be amended without written consent of all Unit Owners and all record owners of mortgages upon the Unit.
- 15.7 EQUITABLE RIGHTS. Unit Owners shall have such rights as provided in F.S. 718.118.
- 16. AMENDMENT. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:
- 16.1 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 to be considered.
- 16.2 PROPOSAL OF AMENDMENT. An amendment may be proposed by either an 80% vote of the entire Board of Directors of the Association, or by a 75% vote of the voting interests in this Condominium at a duly called and noticed meeting. Directors and voting interests not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:
 - a. Not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the entire number of voting interests in this Condominium; or,
 - b. Not less than 90% of the votes of the entire number of voting interests in this Condominium; or,
 - c. Until the first election of a majority of the directors by the membership other than Sponsor as provided for in Article VIII of the Articles of Incorporation, by all of the directors.
- whenever it shall appear that there is an omission or error in the Condominium Documents the correction of which would not materially or adversely affect the property rights of any Unit Owners, the Condominium Documents may be amended in the following manner: Such amendment may be proposed by the Board of Directors at any duly called and noticed regular or special meeting of the Board and shall become effective when unanimously approved by the entire Board. In the event the property rights of any Unit Owners are materially or adversely affected, the error or omission may be adopted in this manner if such affected Unit Owner(s) joins in the execution of the Certificate of Amendment to be recorded.

16.4 PROVISO.

- a. Except as otherwise provided in this document, no amendment shall alter a Unit's percentage in the Common Elements, alter a Unit's proportionate share in the Common Expense or Common Surplus, change voting rights, or alter the basis for apportionment of assessment which may be levied by the Association against a Unit without the written consent of the voting interest attributable to that Unit.
- b. No amendment shall be passed which shall impair or prejudice the rights and priorities of any Institutional Mortgagee without the written consent of the Institutional Mortgagee affected.
- c. No amendment shall be passed which shall impair or alter the right to lease a Unit as set forth herein unless written consent of 90% of the votes of the voting interests in this Condominium and all record owners of mortgages upon the Units is obtained.
- d. The Association has the power to purchase any land or recreation lease upon the approval of a majority of the voting interests of the Association.

17. REMEDIES.

- 17.1 RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of the Condominium Documents. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be sought by the Association, the Managing Agent, if any, Sponsor, of if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees and all costs. Each Unit Owner acknowledges that the failure to comply with any of the provisions of the Condominium Documents shall or may constitute an injury to the Association, the Managing Agent, if any, Sponsor or the other Unit Owners, and that such injury may be irreparable.
- 17.2 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Instrument or its exhibits, the Association, the Managing Agent, if any, or the Sponsor, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. In any action by or against Sponsor, where Sponsor is the prevailing party, arising out of or concerning the Condominium Documents or Sponsor's obligations thereunder, Sponsor shall be entitled to recover all costs of the proceedings, including reasonable attorneys' fees at all levels including the trial and appellate level.
- 17.3 NO WAIVER. The failure of Association, the Managing Agent, if any, a Unit Owner, or the Sponsor to enforce any right, provision, covenant, or condition created or granted by the Condominium Documents shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.
- 17.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to Association, the Managing Agent, if any, Sponsor, or Unit Owner pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be

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available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

- 17.5 VENUE; WAIVER OF TRIAL BY JURY. Every Unit Owner or Occupant and all persons claiming any interest in a Unit does agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Courts of Orange County, Florida, or the United States District Court, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Sponsor, do further waive the right to trial by jury and consent to a trial by the court without a jury.
- 17.6 APPOINTMENT OF AGENT; PROVISO. Should suit be instituted, the Unit Owners or Occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in this Condominium, if service cannot be accomplished in any other reasonable fashion. The provisions hereof shall not be applicable to service upon the Sponsor.
- 18. MISCELLANEOUS RIGHTS OF SPONSOR.
- 18.1 CONFLICT OF INTERESTS. No representative of the Sponsor serving on the Board of Directors of the Association shall be required to disqualify himself upon any vote upon any management contract, lease, or other matter between the Sponsor, or Managing Agent, if any, and the Association where Sponsor, or Managing Agent, if any, may have a pecuniary or other interest. Sponsor, as a member of Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract, lease or other matter where Sponsor may have a pecuniary or other interest, nor shall any conflict of interests be a cause of partial or total invalidity of the matter voted upon whether or not such vote was necessary for the adoption, ratification, or execution of the same.
- 18.2 RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Sponsor shall have the right, in perpetuity, to use and occupy any unsold Unit, the Common Elements and any of the Limited Common Elements, the exclusive use of which have not been assigned, for the purpose of a Sales Office or for any other purpose. Until the Sponsor has conveyed the last Unit in the last constructed phase of this Condominium, or all Units in other condominiums, in the general area developed by Sponsor, the Sponsor shall not be subject to the use or other restrictions contained in any of the provisions of this Declaration or Exhibits attached hereto.
- 19. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, at their place of residence in the Condominium. Notices to the Association shall be delivered or mailed to the Secretary of the Association, or in case of the Secretary's absence, then to the President of the Association.

Notices to the Sponsor shall be made by registered mail to Sponsor at 680l Lake Worth Road, Lake Worth, Florida 33463.

- 20. CONSTRUCTION. All of the provisions of this Declaration shall be construed in accordance with the Laws of the State of Florida. This construction shall govern in all matters.
- 21. GENDER. Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neuter gender.

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- CAPTIONS. The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this Declaration.
- SEVERABILITY. If any term or provision of this Declaration, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.
- 24. ASSIGNMENT. The Sponsor may, upon conveyance of all or a portion of the Units it owns, prior or subsequent to any such conveyance, designate the Grantee thereof as a successor developer or Sponsor who shall then be deemed to have all rights granted or reserved to Sponsor herein.
- 25. SPONSOR'S MORTGAGE. Any person or entity which holds a mortgage executed by Sponsor, either prior to or subsequent to the recordation of this Declaration, encumbering any part or all of the recordation. Condominium Property, shall be deemed to be an Institutional Mortgagee for the purposes of this Declaration and shall have all rights and privileges appertaining thereto.
- 26. FNMA REQUIREMENTS. Upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof and the Unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be estimated to timely written potion of: (a) any condemnation loss be entitled to timely written notice of: (a) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable; (b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a holder or eligible insurer or guarantor, which remains uncured for a period of 60 days; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (d) any proposed action which would require the consent of a specified percentage of mortgage holders.

IN WITNESS WHEREOF, the Sponsor has executed this Declaration on this 6th day of formula 1985.

HOVNANIAN OF PALM BEACH VIAINC.

Signed, Sealed and Delivered in the Presence of:

President.

(SEAL)

(CORPORATE SEAL)

STATE OF FLORIDA

55: COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority personally appeared FRANK J. STEINITZ, to me well known to be the person described in and who executed the foregoing instrument as Senior Vice President of HOVNANIAN OF PALM BEACH VI, INC., a Florida corporation, and he acknowledged before me that he executed such instrument as such Officer of said corporation, and that said instrument is the free act and deed of said corporation. act and deed of said corporation.

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WITNESS my hand and of	fficial seal, at Lake Worth, Florida
	Janet Gaspard
(NOTARIAL IMPRESSION SEAL)	My Commission Expires:
and a second	
ASSOCIATION, INC., a Florid agrees to accept all of t	CONSIDERATION, the receipt whereof RIDGE NORTH VILLAGE IV CONDOMINI a corporation not for profit, here the benefits and all of the duties and burdens imposed upon it by the condominium and Exhibits attack
IN WITNESS WHEREOF, to a Florida corporation not fo be signed in its name by Secretary, this 6 day of	he above named Condominium Association profit, has caused these presents its President, attested to by the condominium Association of the condominium Assoc
Signed, Sealed and Delivered in the Presence of:	PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC.
Spain Parter AT	TEST: Carely & John Secretary (SE
	(CORPORATE SEAL) 2
STATE OF FLORIDA) SS:	
BEFORE ME, the understand J. Steinitz and to be the persons describe instrument as President PINE RIDGE NORTH VILLAGE Florida corporation not for that they executed such corporation, and that said said corporation.	ersigned authority personally appearungly some well known to me well known to and who executed the foregon and Secretary, respectively, IV CONDOMINIUM ASSOCIATION, INC., profit, and they acknowledged before instrument as such Officers of some instrument is the free act and deed
WITNESS my hand and this	official seal, at Lake Worth day of Acc, , 1985.
(NOTARIAL IMPRESSION SEAL)	NUTARY PUBLIC My Commission Expires:

GENERAL NOTES

- All Condominium Units located on the Condominium Property are given identifying numbers, which are delineated within each Condominium Unit space in this EXHIBIT "1".
- 2. The Condominium Property submitted to condominium ownership by the Declaration of Condominium is and shall be subject to easements, without compensation to the Association and its members, for the purposes of drainage, drainage maintenance, utility services, including but not limited to, Florida Power and Light, Southern Bell, sanitary and water lines, and any other easements deemed necessary at the sole discretion of the Sponsor whether or not granted prior to the submission of the subject premises to condominium ownership. In the event that said easements are deemed necessary by the Sponsor after that said easements are deemed necessary by the Sponsor after the submission of the property to condominium ownership, the Sponsor shall be and is herein appointed by the Condominium Association (by its acceptance of this Declaration) and by the Condominium Unit Owners (by their acceptance of this Declaration of Condominium and of the Deed to their Condominium Unit), as attorney-in-fact for the Condominium Association and all Condominium Unit Owners for the purposes herein expressed and the same shall require the signature of no other party whomsoever.
- 3. Areas designated "Parking Area" are automobile parking spaces. The Owner of each Unit is entitled to the exclusive use of the parking space which has been or will be assigned to such Owner by the Association. Such parking space shall be used only by the Owners of such Unit and such Owner's guests and invitees, and shall constitute Limited Common Elements for the use and benefit of such Unit.
- 4. In accordance with the requirements of Florida Statute 718.403, the Condominium Act, the Sponsor states that the first Phase of this condominium (Phase I) will be completed within six (6) months from the recording of this instrument in the Public Records of Palm Beach County, Florida, but not later than June 30, 1988.

The following estimated latest dates of completion shall be:

(a)	Pha se	ı	-	June 30, 1988
(b)	Phase	II	-	July 31, 1988
(c)	Phase	III	-	August 31, 1988
(d)	Phase	IV	-	September 30, 1988
(s)	Phase	٧	_	October 31, 1988
(f)	Phase	VI	-	November 30, 1988
(g)	Phase	VII	_	December 31, 1988
(h)	Phase	VIII	_	January 31, 1989
(i)	Phase	IX		February 28, 1989
(j)		X	_	March 31, 1989
(k)	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	XI		April 30, 1989
(1)		XII		May 31, 1989
(m)	Phase			June 30, 1989
	Phase	XIV	_	July 31, 1989
(n)	Phase	X V	-	August 31, 1989
(0)	Phase	XVT	_	September 30, 1989
(b)	Phase	YVII	40	October 31, 1989
(q)	Phase	YVTTT	_	November 30, 1989
(r)	Phase		_	December 31, 1989
(s)				January 31, 1990
(t)	Phase			February 28, 1990
(u)	Phase Phase			March 31, 1990
(v)			_	April 30, 1990
(M)	Phase		_	May 31, 1990
(×)	Phase	VVIA	_	114, 7-1

(y) Phase XXV - (z) Phase XXVI - (aa) Phase XXVII - (bb) Non-Residential (cc) Non-Residential (dd) Non-Residential (ee) Non-Residential (ff) Non-Residential	Phase C	-	June 30, 1990 July 31, 1990 August 31, 1990 June 30, 1988 November 30, 1988 November 30, 1988 August 31, 1989 August 31, 1989
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PROVIDED HOWEVER, that such times may be extended, by Sponsor, for an additional one (1) year period, if circumstances dictate. The construction and completion of the foregoing Phases are subject to the Sponsor's rights not to do so, in the Sponsor's sole discretion.

RESIDENTIAL PHASES 5.

Pine Ridge North Village IV, a Condominium, may consist of up to a maximum of twenty-seven (27) residential condominium buildings (such number may increase up to a maximum of an additional twenty percent (20%) if the Sponsor alters the number of buildings).

Each unit within the Condominium contains a minimum of one and a maximum of three bathrooms and a minimum of one and a maximum of three bedrooms.

There are four (4) types of units initially proposed in this condominium. The types, square footages and number of bedrooms and baths, as proposed, are set forth below. The Sponsor may alter the square footages as set forth. Additionally, if the Sponsor alters square footages as set forth. the unit mix, then the phasing descriptions shall change as the context requires:

Unit T	vne	Square Feet	Minimum	Maximum	Bedrooms/Baths
(i) (ii) (iii)	220 5300 5600	1064 1111 1468	957.60 999.90 1321.20	1170.40 1222.10 1614.80	2 - 2 2 - 2 2 - 2 w/con- vertible den
(iv)	Villa	1370	1233.00	1507.00	2 - 2

The proposed order of submitting the residential phases to condominium ownership, the minimum and maximum the numbers and sizes of the units (subject to modification as set forth in this Offering Circular) to be included in each phase, and the estimated latest date of completion is as follows:

- (a) Phase I: Phase I is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 16 Type 5300 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in the last of the plot plan and survey plase I can be determined by reference to the plot plan and survey located at Page OC 60 of this Offering Circular. Phase I is estimated to be completed no later than June 30, 1988.
- (b) Phase II: Phase II is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 16 Type 5300 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase II can be determined by reference to the plot plan and survey located at Page OC 61 of this Offering Circular. Phase II is estimated to be completed no later than July 31, 1988.

- (c) Phase III: Phase III is to contain a minimum of eight (8) units and a maximum of nine (9) units. The initial proposed unit mix is 8 Type Villa units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase III can be determined by reference to the plot plan and survey located at Page OC 62 of this Offering Circular. Phase III is estimated to be completed no later than August 31, 1988.
- (d) Phase IV: Phase IV is to contain a minimum of six (6) units and a maximum of seven (7) units. The initial proposed unit mix is 6 Type Villa units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase IV can be determined by reference to the plot plan and survey located at Page OC 63 of this Offering Circular. Phase IV is estimated to be completed no later than September 30, 1988.
 - (e) Phase V: Phase V is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 16 Type 5300 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase V can be determined by reference to the plot plan and survey located at Page OC 64 of this Offering Circular. Phase V is estimated to be completed no later than October 31, 1988.
 - (f) Phase VI: Phase VI is to contain a minimum of twenty-two (22) units and a maximum of twenty-six (26) units. The initial proposed unit mix is 24 Type 220 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase VI can be determined by reference to the plot plan and survey located at Page 00^{-} of this Offering Circular. Phase VI is estimated to be completed no later than November 30, 1988.
 - (g) Phase VII: Phase VII is to contain a minimum of eight (8) units and a maximum of nine (9) units. The initial proposed unit mix is 8 Type Villa units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase VII can be determined by reference to the plot plan and survey located at Page OC 66 of this Offering Circular. Phase VII is estimated to be completed no later than December 31, 1988.
 - (h) Phase VIII: Phase VIII is to contain a minimum of six (6) units and a maximum of seven (7) units. The initial proposed unit mix is 6 Type Villa units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase VIII can be determined by reference to the plot plan and survey located at Page OC $\frac{67}{0}$ of this Offering Circular. Phase VIII is estimated to be completed no later than January 31, 1989.
 - (i) Phase IX: Phase IX is to contain a minimum of eight (8) units and a maximum of nine (9) units. The initial proposed unit mix is 8 Type Villa units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase IX can be determined by reference to the plot plan and survey located at Page OC 68 of this Offering Circular. Phase IX is estimated to be completed no later than February 28, 1989.
 - (j) Phase X. Phase X is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 8 Type 5300 and 8 Type 5600 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase X can be determined by reference to the plot plan and

- (c) Phase III: Phase III is to contain a minimum of eight (8) units and a maximum of nine (9) units. The initial proposed unit mix is 8 Type Villa units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase III can be determined by reference to the plot plan and survey located at Page OC 62 of this Offering Circular. Phase III is estimated to be completed no later than August 31, 1988.
- (d) Phase IV: Phase IV is to contain a minimum of six (6) units and a maximum of seven (7) units. The initial proposed unit mix is 6 Type Villa units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase IV can be determined by reference to the plot plan and survey located at Page 0C 63 of this Offering Circular. Phase IV is estimated to be completed no later than September 30, 1988.
- (e) Phase V: Phase V is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 16 Type 5300 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase V can be determined by reference to the plot plan and survey located at Page 9C 64 of this Offering Circular. Phase V is estimated to be completed no later than October 31, 1988.
- (f) Phase VI: Phase VI is to contain a minimum of twenty-two (22) units and a maximum of twenty-six (26) units. The initial proposed unit mix is 24 Type 220 units. The general size of each unit can be determined by reference to the foregoing each unit can be determined by reference to the foregoing in information and the exact square footage for any given unit in information and be determined by reference to the plot plan and survey Phase VI can be determined by reference to the plot plan and survey located at Page 00 65 of this Offering Circular. Phase VI is estimated to be completed no later than November 30, 1988.
- (g) Phase VII: Phase VII is to contain a minimum of eight (8) units and a maximum of nine (9) units. The initial proposed unit mix is 8 Type Villa units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase VII can be determined by reference to the plot plan and survey located at Page OC 66 of this Offering Circular. Phase VII is estimated to be completed no later than December 31, 1988.
- (h) Phase VIII: Phase VIII is to contain a minimum of six (6) units and a maximum of seven (7) units. The initial proposed unit mix is 6 Type Villa units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase VIII can be determined by reference to the plot plan and survey located at determined by reference to the plot plan and survey located at Page OC $\frac{67}{2}$ of this Offering Circular. Phase VIII is estimated to be completed no later than January 31, 1989.
- (i) Phase IX: Phase IX is to contain a minimum of eight (8) units and a maximum of nine (9) units. The initial proposed unit mix is 8 Type Villa units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase IX can be determined by reference to the plot plan and survey located at Page OC 68 of this Offering Circular. Phase IX is estimated to be completed no later than February 28, 1989.
- (j) Phase X. Phase X is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 8 Type 5300 and 8 Type 5600 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase X can be determined by reference to the plot plan and

survey located at Page UC $\underline{69}$ of this Offering Circular. Phase X is estimated to be completed no later than March 31, 1989.

- (k) Phase XI. Phase XI is to contain a minimum of twenty-two (22) units and a maximum of twenty-six (26) units. The initial proposed unit mix is 24 Type 220 Units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in information and the exact square footage for any given unit in located on Page 00 70 of this Offering Circular. Phase XI is estimated to be completed no later than April 30, 1989.
- (1) Phase XII. Phase XII is to contain a minimum of twenty-two (22) units and a maximum of twenty-six (26) units. The initial proposed unit mix is 24 Type 220 Units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XII can be determined by reference to the plot plan and survey located on Page OC 71 of this Offering Circular. Phase XII is estimated to be completed no later than May 31, 1989.
- (m) Phase XIII. Phase XIII is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 8 Type 5300 and 8 Type 5600 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XIII can be determined by reference to the plot plan and survey located at Page OC 72 of this Offering Circular. Phase XIII is estimated to be completed no later than June 30, 1989.
- (n) Phase XIV. Phase XIV is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 8 Type 5300 and 8 Type 5600 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XIV can be determined by reference to the plot plan and survey located at Page OC 73 of this Offering Circular. Phase XIV is estimated to be completed no later than July 31, 1989.
- (0) Phase XV. Phase XV is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 12 Type 5300 and 4 Type 5600 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XV can be determined by reference to the plot plan and survey located at Page 0C 74 of this Offering Circular. Phase XV is estimated to be completed no later than August 31, 1989.
- (p) Phase XVI. Phase XVI is to contain a minimum of eight (8) units and a maximum of nine (9) units. The initial proposed unit mix is 8 Type Villa units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XVI can be determined by reference to the plot plan and survey located at Page OC 75 of this Offering Circular. Phase XIV is estimated to be completed no later than September 30, 1989.
- (q) Phase XVII: Phase XVII is to contain a minimum of eight (8) units and a maximum of nine (9) units. The initial proposed unit mix is 8 Type Villa units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XVII can be determined by reference to the plot plan and survey located at Page OC 76 of this Offering Circular. Phase XVII is estimated to be completed no later than October 31, 1989.
- (r) Phase XVIII: Phase XVIII is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 16 Type 5300 units. The general size of each unit can be determined by reference to the foregoing

information and the exact square footage for any given unit in Phase XVIII can be determined by reference to the plot plan and survey located at Page 0C77 of this Offering Circular. Phase XVIII is estimated to be completed no later than November 30,

- (s) Phase XIX: Phase XIX is to contain a minimum of twenty-two (22) units and a maximum of twenty-six (26) units. The initial proposed unit mix is 24 Type 220 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XIX can be determined by reference to the plot plan and survey located at Page 0C $\frac{78}{100}$ of this Offering Circular. Phase XIX is estimated to be completed no later than December 31, 1989.
- (t) Phase XX: Phase XX is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 8 Type 5300 and 8 Type 5600 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XX can be determined by reference to the plot plan and survey located at Page OC 79 of this Offering Circular. Phase XX is estimated to be completed no later than January 31, 1990.
- (u) Phase XXI. Phase XXII is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 8 Type 5300 and 8 Type 5600 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XXI can be determined by reference to the plot plan and survey located at Page OC 80 of this Offering Circular. Phase XXI is estimated to be completed no later than February 28, 1990.
- (v) Phase XXII. Phase XXII is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 8 Type 5300 and 8 Type 5600 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XXII can be determined by reference to the plot plan and survey located at Page OC 81 of this Offering Circular. Phase XXII is estimated to be completed no later than March 31, 1990.
- (w) Phase XXIII. Phase XXIII is to contain a minimum of eleven (11) units and a maximum of thirteen (13) units. The initial proposed unit mix is 12 Type Villa units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XXIII can be determined by reference to the plot plan and survey located at Page OC $\underline{82}$ of this Offering Circular. Phase XXIII is estimated to be completed no later than April 30, 1990.
- (x) Phase XXIV. Phase XV is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 12 Type 5300 and 4 Type 5600 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XXIV can be determined by reference to the plot plan and survey located at Page OC 83 of this Offering Circular. Phase XXIV is estimated to be completed no later than May 31, 1990.
- (y) Phase XXV. Phase XXV is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 12 Type 5300 and 4 Type 5600 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XXV can be determined by reference to the plot plan and survey located at Page OC 84 of this Offering Circular. Phase XXV is estimated to be completed no later than June 30, 1990.

- (z) Phase XXVI. Phase XXVI is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 8 Type 5300 and 8 Type 5600 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XXVI can be determined by reference to the plot plan and survey located at Page OC 85 of this Offering Circular. Phase XXVI is estimated to be completed no later than July 31, 1990.
- (aa) Phase XXVII. Phase XXVII is to contain a minimum of fifteen (15) units and a maximum of eighteen (18) units. The initial proposed unit mix is 8 Type 5300 and 8 Type 5600 units. The general size of each unit can be determined by reference to the foregoing information and the exact square footage for any given unit in Phase XXVII can be determined by reference to the plot plan and survey located at Page OC 86 of this Uffering Circular. Phase XXVII is estimated to be completed no later than August 31, 1990.

Sponsor in its sole and absolute discretion, reserves the right to construct the various phases hereinabove described in such numerical and/or chronological order as Sponsor deems appropriate, it being the spirit and intention hereof that it shall not be necessary to develop same in absolute numerical and/or chronological sequence.

Residential buildings and units which are added to the Condominium may be substantially different from the residential buildings and units originally in the Condominium. Such buildings and units may differ as follows:

- (a) Size of buildings and units.
- (b) Location of buildings.
- (c) Elevations of buildings.
- (d) Design of buildings and units.
- (e) Configuration of units within buildings.
- (f) Building material.
- (g) Height of buildings.
- (h) Number of units per building.
- Location of easements.
- (j) Change in parking and landscaped areas.
- (k) Price.
- (1) Number of bathrooms and bedrooms per unit.

BUILDINGS AND UNITS WHICH ARE ADDED TO THE CUNDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE OTHER BUILDINGS AND UNITS IN THE CONDOMINIUM.

The description of the extent to which added residential buildings and units may substantially differ is described above.

The construction and addition of these residential phases are within the sole discretion of Sponsor. The decision by Sponsor not to submit some of these phases to condominium ownership for this condominium shall not be construed as preventing Sponsor from developing other condominiums on the same property at a later time.

RECREATIONAL AND NON-RESIDENTIAL FACILITIES - RECREATIONAL PHASES

Pine Ridge North Village IV, a Condominium may also contain up to five (5) non-residential areas (phases). The Sponsor shall, in the event Sponsor submits the specific Phase listed below to condominium ownership, construct and submit to condominium ownership certain recreational and other facilities. Sponsor's commitment to construct and submit the facilities at that time shall be limited to the following:

- (a) Non-Residential Phase A shall be submitted to condominium ownership if, residential Phase I is submitted to condominium ownership.
- (b) Non-Residential Phase B shall be submitted to condominium ownership if residential Phase VI is submitted to condominium ownership.
- (c) Non-Residential Phase C shall be submitted to condominium ownership if residential Phase VI is submitted to condominium ownership.
- (d) Non-Residential Phase D shall be submitted to condominium ownership if residential Phase XV is submitted to condominium ownership.
- (e) Non-Residential Phase E shall be submitted to condominium ownership if residential Phase XV is submitted to condominium ownership.

The estimated latest date of completion for the nonresidential phases corresponds with the estimated date of completion for the aforementioned residential phases. Sponsor may submit the non-residential phases at an earlier date or regardless of whether or not the residential phase is or is not submitted to condominium ownership.

Such facilities shall be generally located as shown on the Location Map as follows: (These facilities shall be referred to as "Recreational Properties").



The Recreational Properties shall include, but not necessarily be limited to, certain open space areas, a recreation structure, one spa, one pool, one tennis court, three shuffle board courts, two water bodies and other open or conservation areas.

The recreational facilities, if constructed, are as follows:

- (a) (1) Recreational structure:
 - (i) Structure primarily for use for meetings, card games, etc. (approximate dimensions: 30' x 80').
 - (ii) Meeting room (approximate dimensions: $49^{\circ} \times 30^{\circ}$).
 - (iii) Room approximately 9' x 12' for filter and equipment for swimming pool.
 - (iv) A bar area (approximate dimensions: 4'5" x 12').
 - (v) Ten (10) tables and forty (40) chairs.

- (vi) A storage area (approximate dimensions: 3'8" x 12').
- (vii) Men's restroom (approximate dimensions:
 7' x 12').
- (viii) Ladies' restroom (approximate dimensions: 9' x 12').
- (ix) Four (4) ceiling paddle fans.
- (2) Lakes and conservation areas are passive open space. There is no swimming and/or boating permitted in the waterbodies. The water level may be subject to substantial fluctuation.
- (3) Swimming Pool:
 - (i) Approximately 80' x 30'; 3' to 6' depth, to accommodate approximately 34 persons.
 - (ii) Pool is heated.
 - (iii) One (1) shower.
 - (iv) One (1) drinking fountain.
- (4) Spa:
 - Not less than approximately 96 square feet to accommodate approximately 8 persons.
 - (ii) Spa will be heated.
- (5) Open space areas containing:
 - (i) Ten (10) grills (location to be determined by Association's Board of Directors).
 - (ii) Six (6) concrete picnic tables (location to be determined by Association's Board of Directors).
 - (iii) Benches adequate for sixty-four (64) persons (location to be determined by Association's Board of Directors).
- NOTE: The grills, tables and benches may be located, at the discretion of the Association, either on Condominium or Association Properties.
- (6) Tennis Court:
 - (i) One tennis court to accommodate up to four (4) players.
- (7) Shuffle Board Court: .
 - Three shuffleboard courts.
- (8) Personal property the minimum expenditure that will be made to purchase personal property for the recreational and other commonly used facilities will be \$1,000.00.
- (9) Capacity maximum capacity of the recreational area at any given time (i.e., pavilion, swimming pool and area around swimming pool) is approximately 300 persons).

The Sponsor is committed to expend a minimum of \$1,000 to purchase personal property for the recreational facilities.

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The maximum number of residential Units that will use the facilities in common is 440. Unit Owners of this Condominium and other residential units created at Pine Ridge North Village IV, if any, (not to exceed 440 Units) shall be entitled to use the recreational facilities.

The Sponsor estimates that the approximate dollar amount to be expended by the Sponsor for recreational facilities is \$120,000. The maximum number of Units that may use the recreational facilities may vary, depending upon the number of phases or other condominiums or other residential units at Pine Ridge North Village IV which the Sponsor elects to construct.

The Sponsor will submit those committed portions of the Non-Residential Properties to condominium ownership. In the event the Sponsor does not submit all proposed residential phases to condominium ownership and develops other residential housing on the condominium ownership and develops other residential housing on the lands which would have been submitted to condominium ownership then the unit owners thereof shall have the right to use the Non-Residential Properties. If in that event, Pine Ridge North Non-Residential Properties into a Village IV Condominium Association, Inc. shall enter into a Village IV Condominium Association, Inc. shall enter into a vinternance and use agreement for the use, maintenance, repair and upkeep of all Non-Residential Properties with the Association administering the balance of such lands. The Non-Residential Properties shall be administered by the Association.

All Non-Residential Properties located within the general boundaries of Pine Ridge North Village IV are proposed future Non-Residential Properties and shall be submitted to condominium ownership as set forth herein. In any event, the Sponsor, at its sole discretion, may submit the Non-Residential Properties on an earlier date than that set forth above.

- 6. In the event Sponsor modifies its proposed Unit mix and/or sizes, as provided in the Offering Circular, the Sponsor shall reallocate each Unit's proportion or percentage of ownership in the Common Elements on manner of sharing common expenses and owning common surplus as additional Units are added to the Condominium based upon the square footage of each Unit compared to the square footage of all Units in the Condominium, together with minor, arbitrary adjustments which condominium, together with minor, arbitrary adjustments which are required so that the percentages attributable to Units in all Phases submitted to Condominium ownership, as revised, equals one hundred percent (100%) at all times. This allocation will be consistent with the basis for allocation made among the Units originally in the Condominium.
- Elevations shown hereon refer to N.O.S. datum and are expressed in feet.
- Dimensions and elevations as shown hereon are subject to normal construction tolerances.
- All Limited Common Elements are not reflected in the attached surveys.

EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 803 OF PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT FACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

GENERAL NOTATIONS:

- ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACHED SURVEYS,
- 3. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

WESLEY B. HAS

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708 10/29/85 DATE

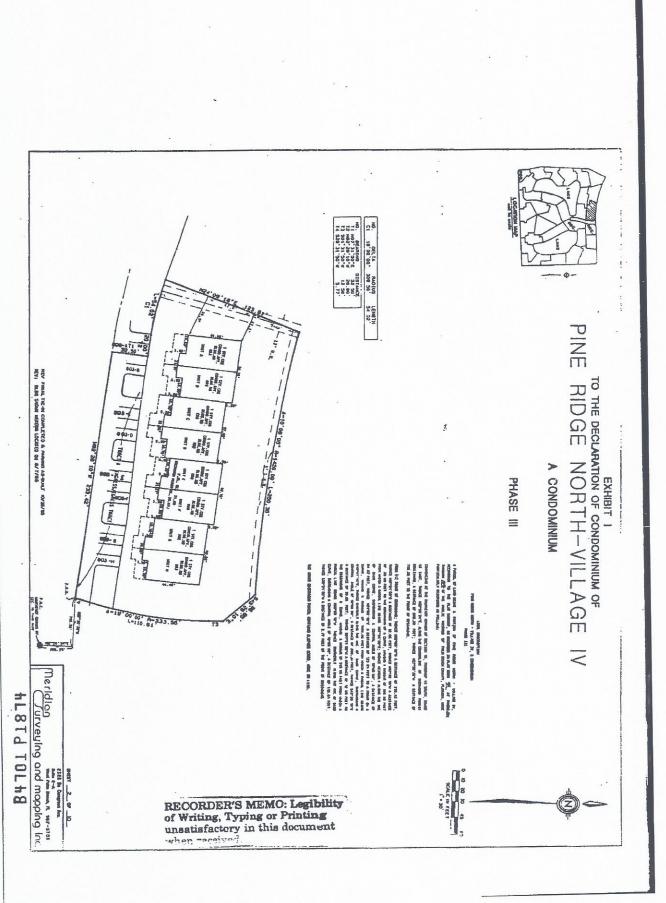
SHEET 1 OF 10

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.



2328 Sc. Congress Ave. Suite 2-A West Palm Beach, FL 33406 (305) 967-5600 1310 W. Colonial Dr. Sulte 12 Orlando, FL 32804 (305) 422-4855

Surveying and mapping inc.



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DENOTES PROPOSED RELATIVE ELEVATION IN
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PINE RIDGE NORTH - VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 804 OF PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT FACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

GENERAL NOTATIONS:

- ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACHED SURVEYS.
- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

WESLEY B. HAAS

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708

10/29/85 DATE

SHEET 1 OF 8

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2328 So. Congress Ave. Suite 2-A West Palm Beach, FL 33406 (305) 967-5600 1310 W. Colonia! Dr. Sulte 12 Orlando, FL 32804 (305) 422-4655

Surveying and mapping inc

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EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 808 OF PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED PROM THESE MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT PACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

GENERAL NOTATIONS:

- ELEVATIONS SHOWN HEREON REPER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET,
- ALL LIMITED COMMON ELEMENTS ARE NOT REPLECTED IN THE ATTACHED SURVEYS.
- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

PROFESSIONAL LAND SURVEYOR FIGRIDA CERTIFICATE NO. 3708 10/29/85

DATE

SHEET 1 OF 8

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1310 W. Colonial Dr. Sulte 12 Orlando, FL 32804 (305) 422-4655

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TO THE DECLARATION OF CONDOMINIUM OF RIDGE NORTH-VILLAGE A CONDOMINIUM <

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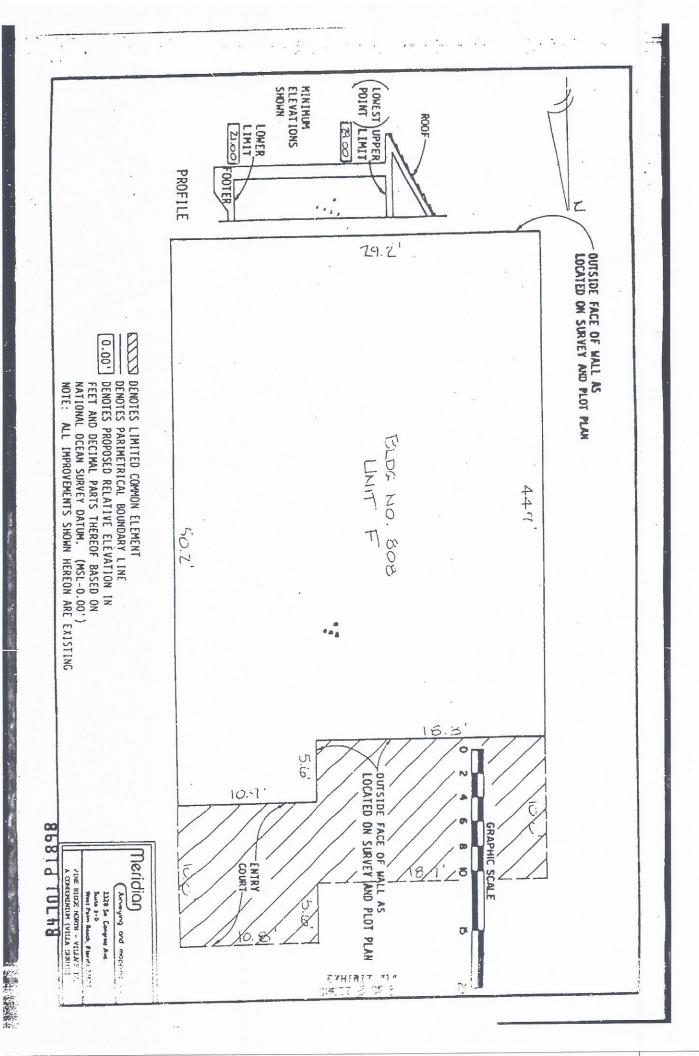
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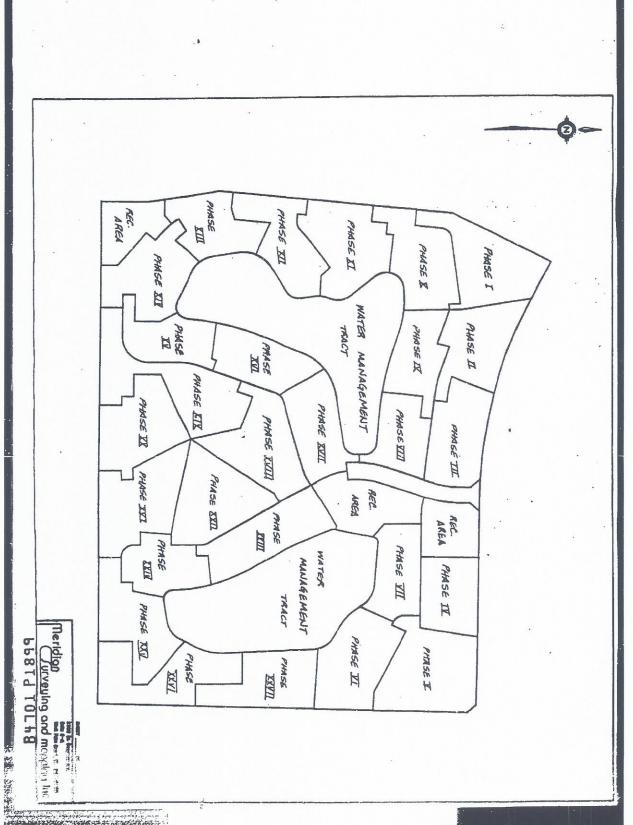
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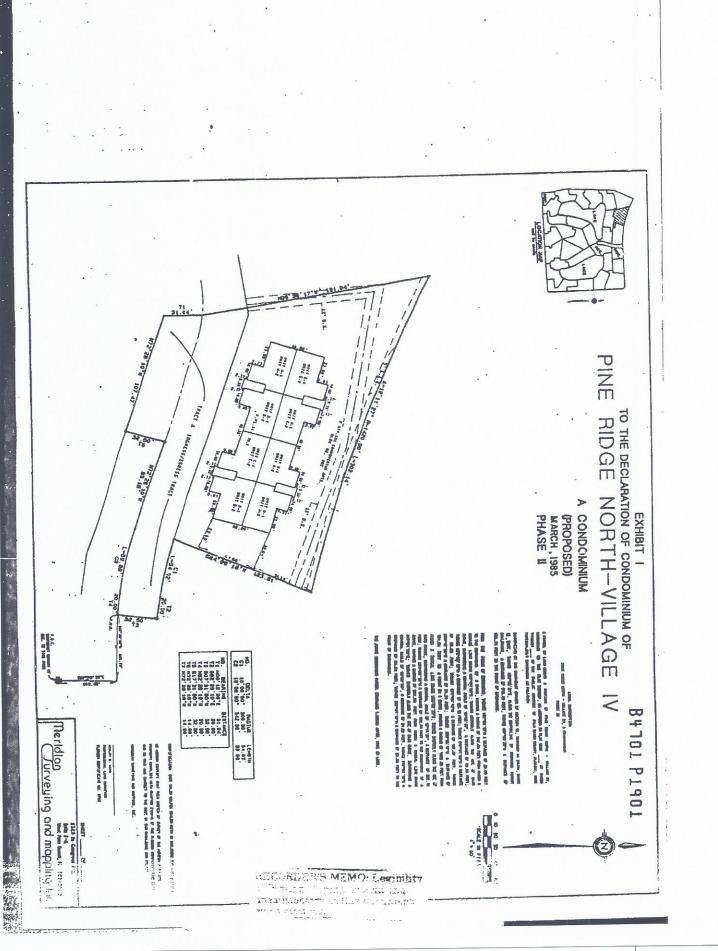
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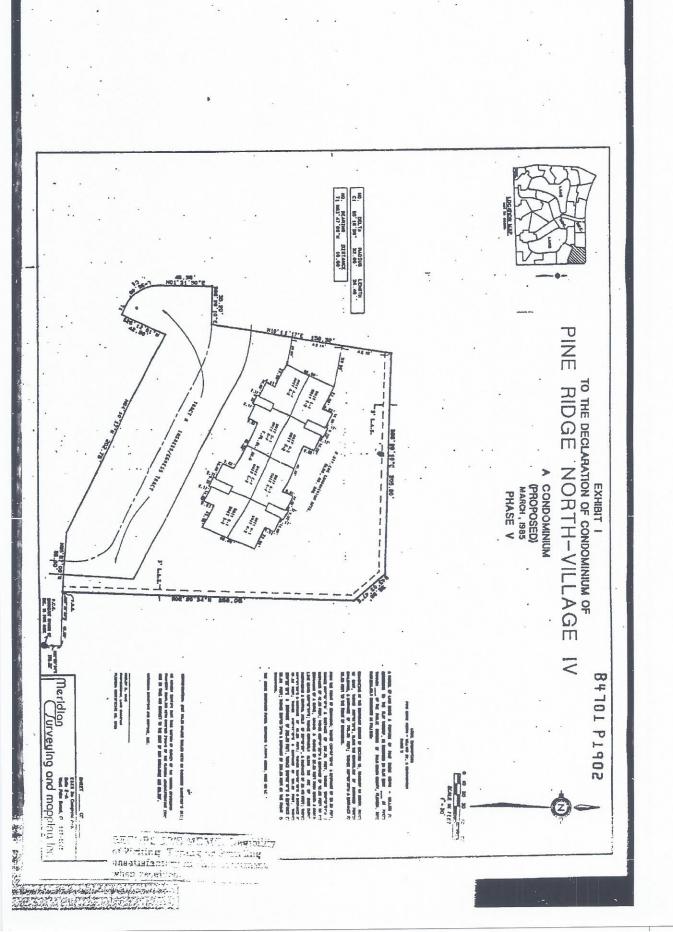


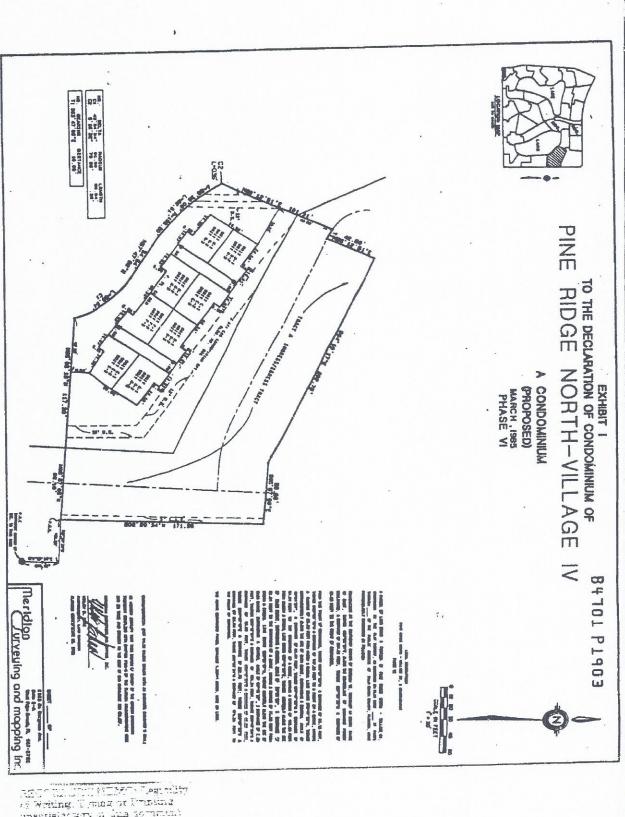


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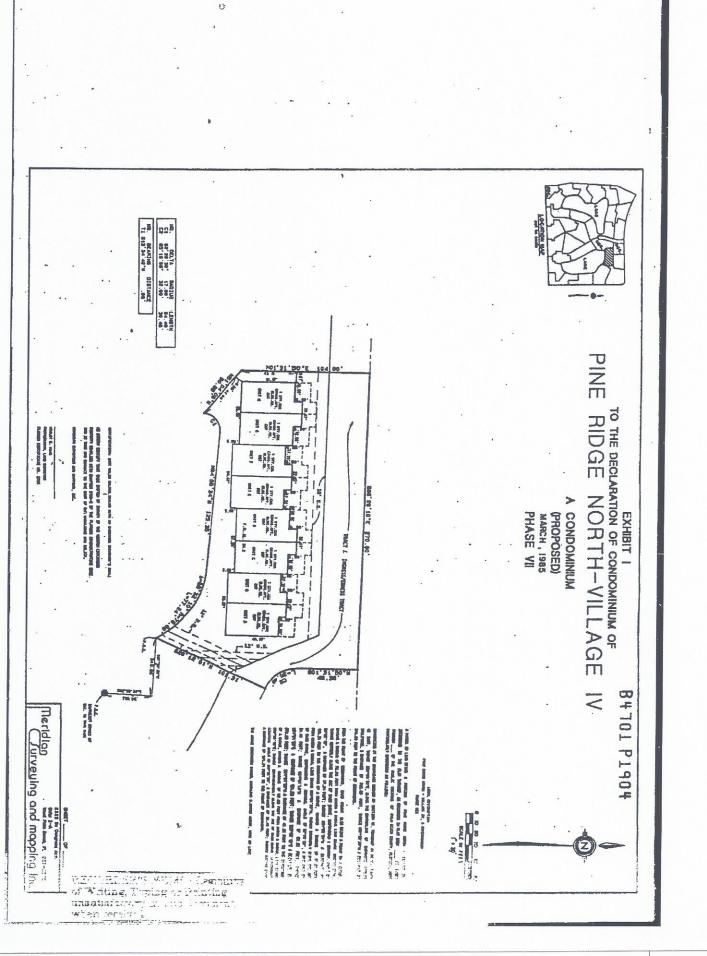
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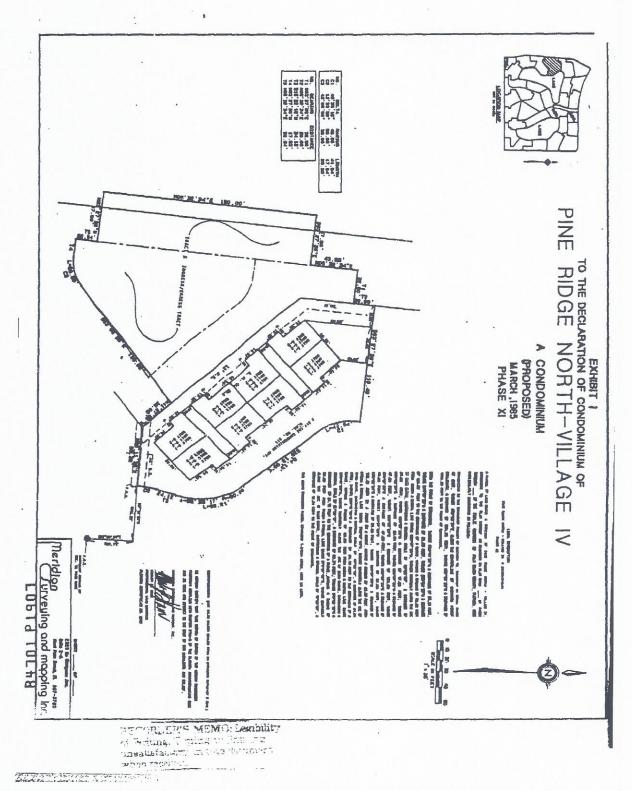


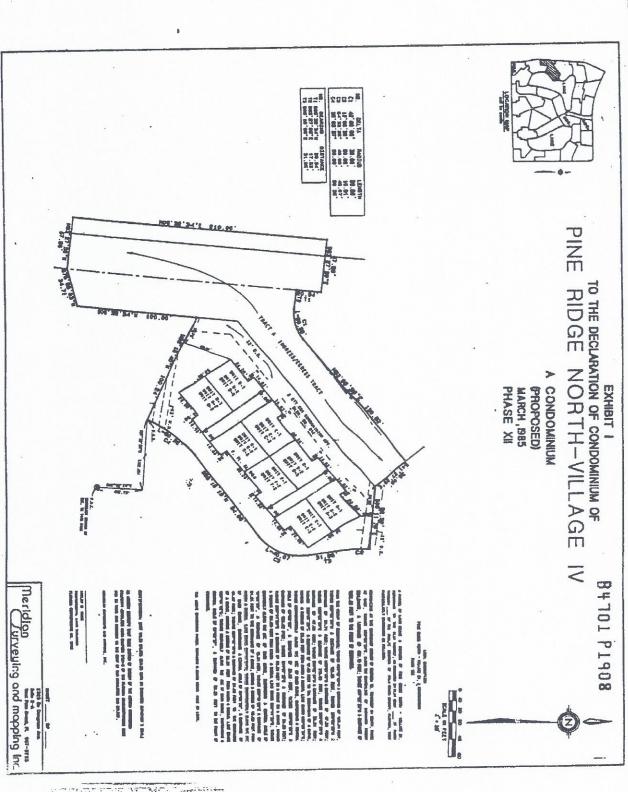
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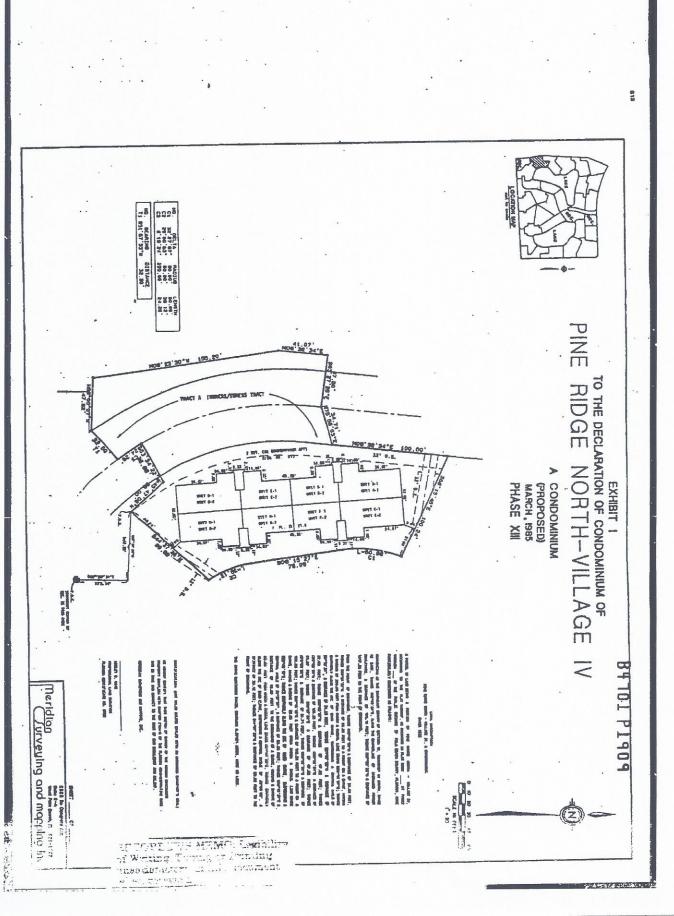
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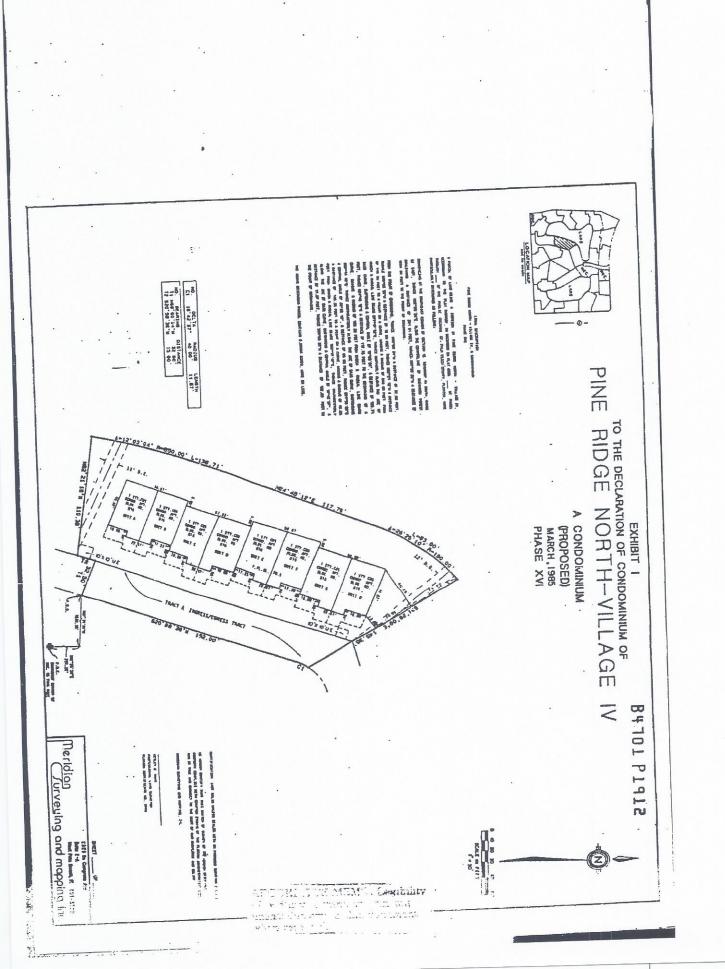
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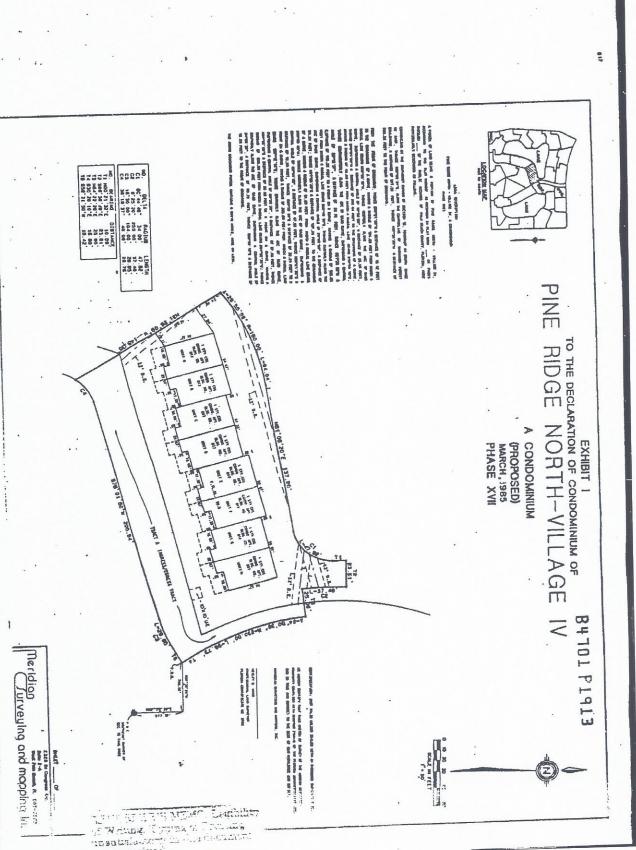
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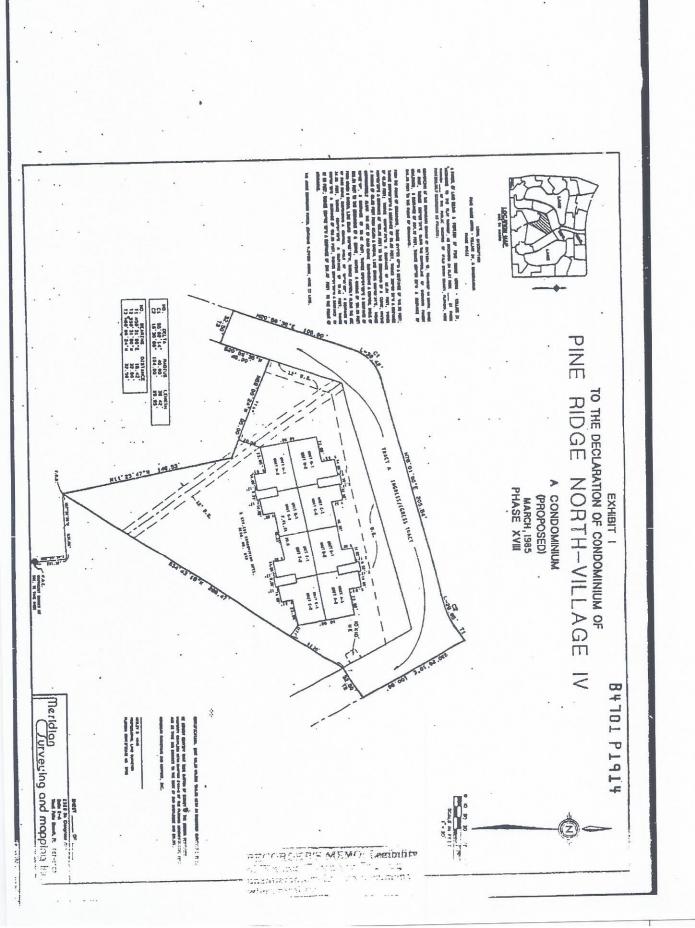
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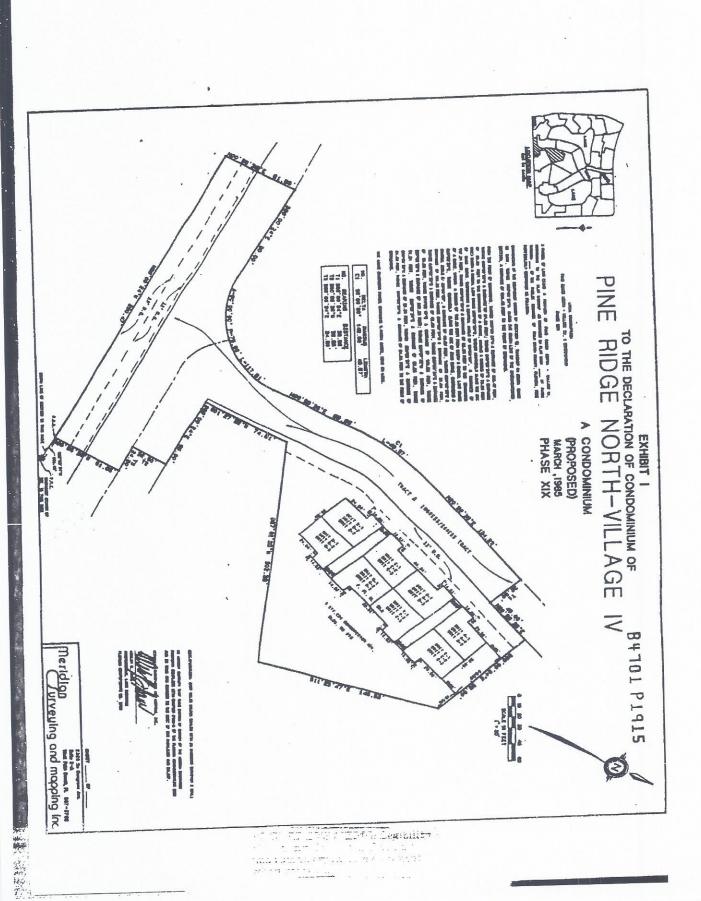
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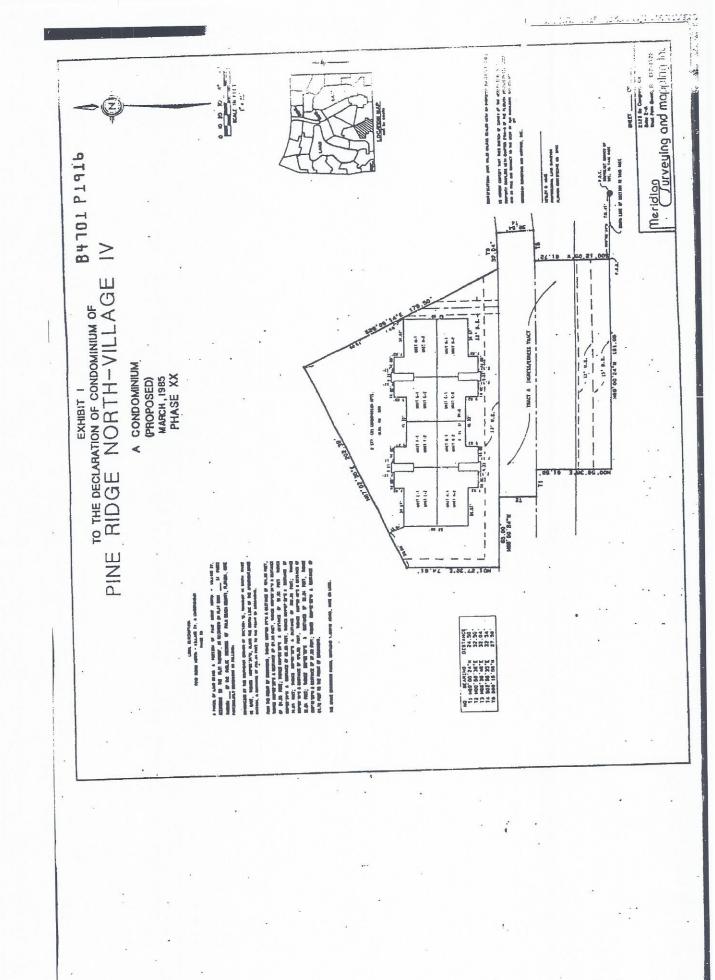


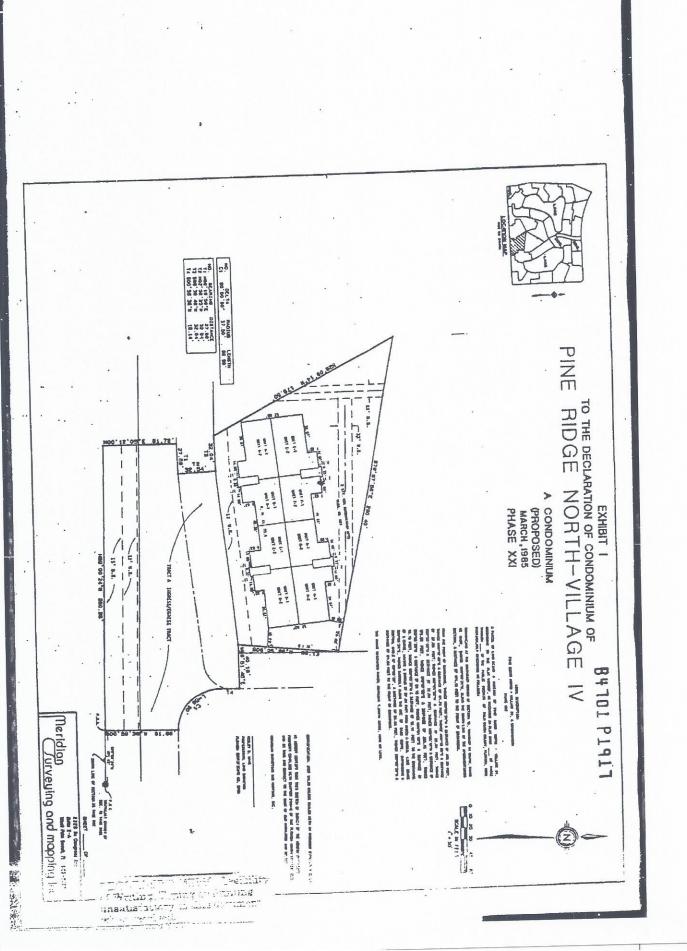


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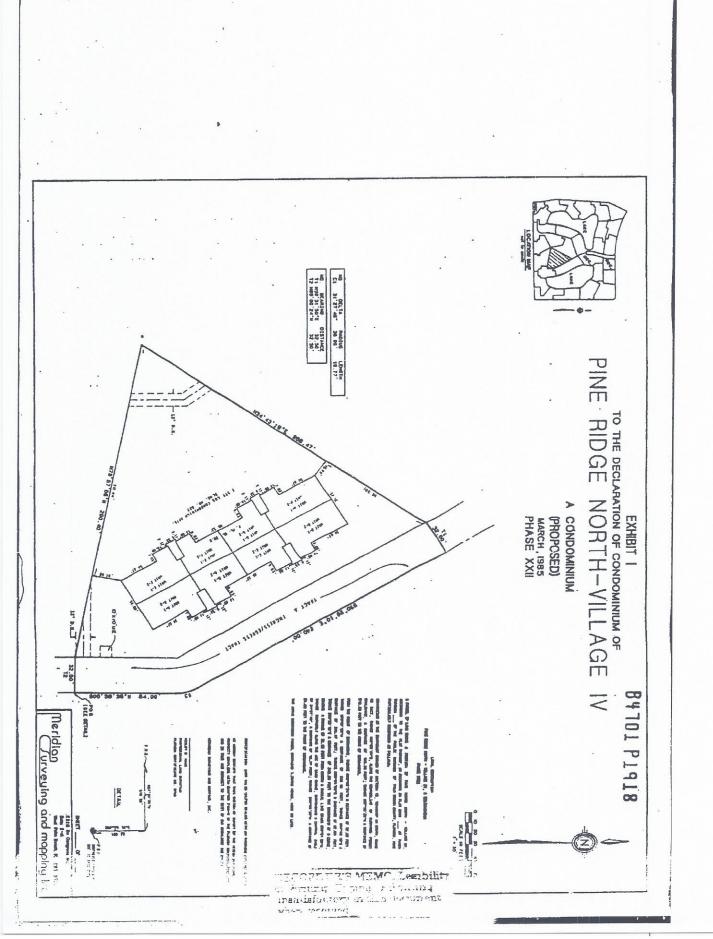






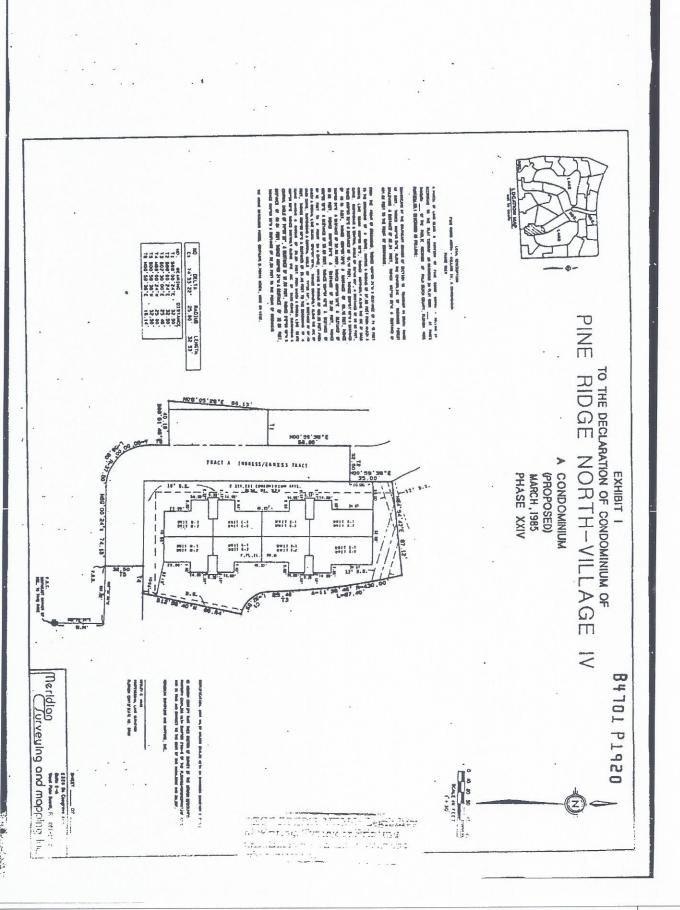


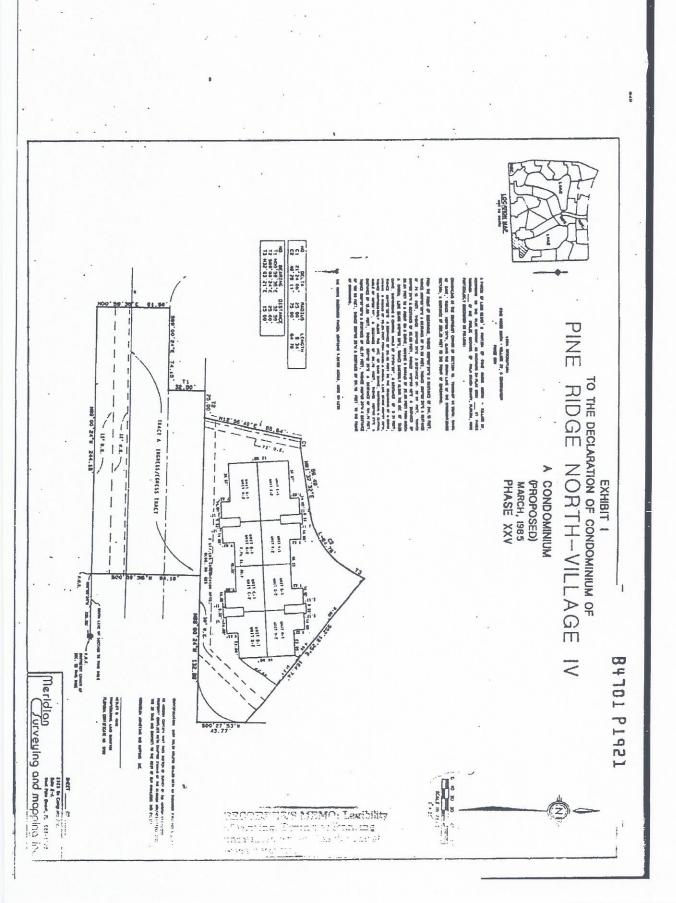


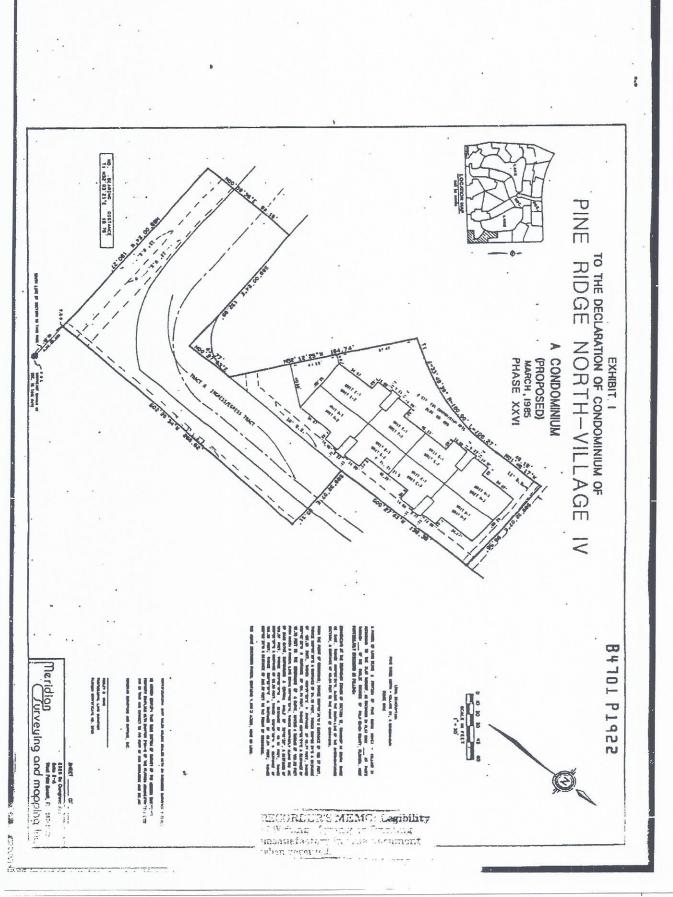


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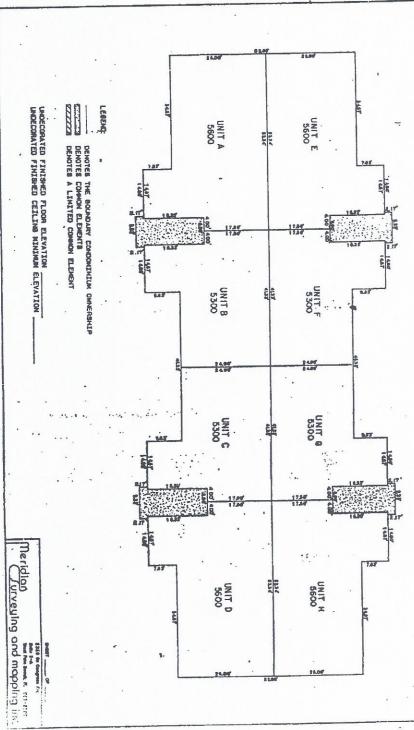
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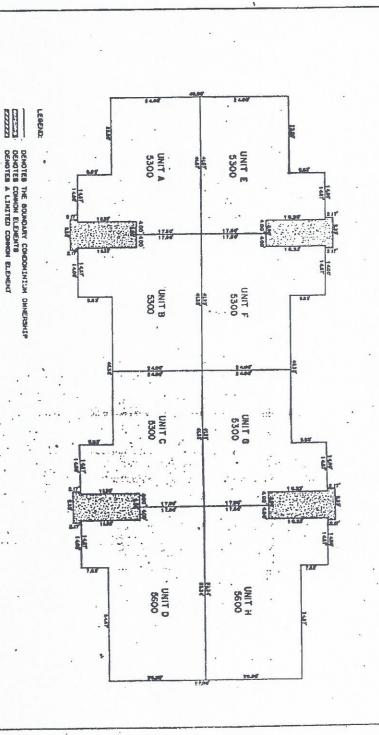
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PINE RIDGE NORTH-VILLAGE

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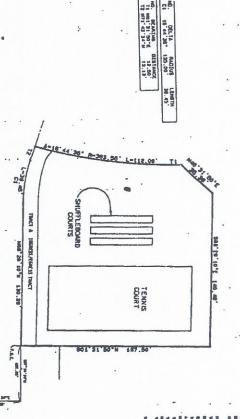


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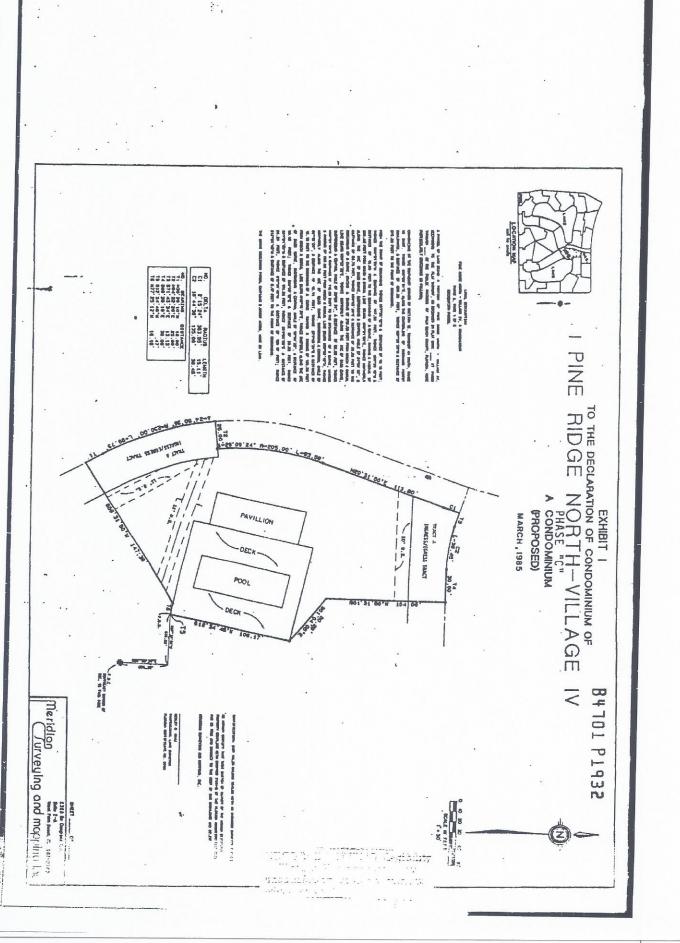
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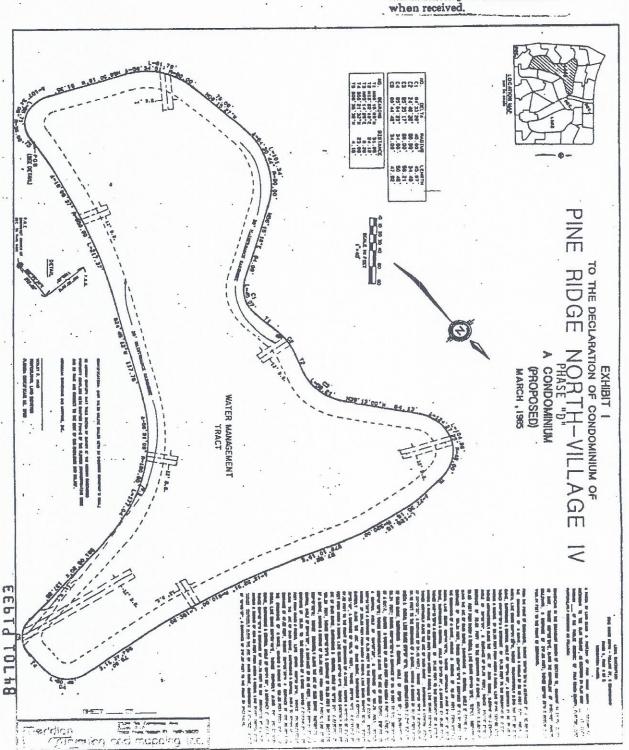
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PHASE NO.	BUILDING NO.	BUILDING TYPE 2-story	NO. OF UNITS
I	801		16
II	802	2-story	16
III	803	1-story	6
IV .	804	1-story	1.6
γ .	805	2-story	16
Υĭ	806	3-story	24
VII	807	1-story	8
VIII	808	1-story	6
IX	809	1-story	8 6 8 16
X	810	2-story	16
ΧI	811	3-story	24
XII	812	3-story	24
XIII	813	2-story	16 .
XIV	814	2-story	16 . 16
XA	815	2-story	16 8 8 16
XVI	816	1-story	8
	817	1-story	8
XVII	818	2-story	16
XVIII	819	3-story	24
XIX	820	2-story	16
XX	821	2-story	16
XXI	822	2-story	16
XXII	823	1-story	12
XXIII		2-story	16
XXIA	824	2-story	16
XXV	825	2-story	16
XXVI	826	2-story	16
IIVXX	827	2-50019	10

TOTAL UNITS BY BUILDING TYPE

1-story	1-story	1-story	2-story	3-story	Total
6-plex	8-plex	12-plex	16-plex	24-plex	
12	4.0	12	240	96	400

MODEL SUMMARY

220 - 96

5300 - 164

5600 - 76

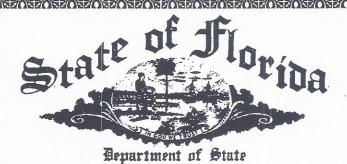
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PINE RIDGE NORTH VILLAGE IV

As phases are added to the Condominium each unit's percentage of undivided interest in Common Elements shall be as follows:

MODEL BUILDING TYPES NUMBERS	NO. OF	SQUARE FOOTAGE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
I. Phase IV, VIII and III (20 units) Villa 804, 808, 803	20	1370	5.0000



I certify that the attached is a true and correct copy of the Articles of Incorporation of PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on May 17, 1985, as shown by the records of this office.

The charter number of this corporation is N09345.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 17th day of May, 1985.



Secretary of State

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PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC. TALLE

(A CORPORATION NOT FOR PROFIT)

In order to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, hereinafter referred to as "Articles",

I.

The name of this corporation shall be PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC. This corporation shall hereinafter be referred to as the "Association".

The street address of the Registered Office of the Association is 6801 Lake Worth Road, Lake Worth, Florida and the name of the Registered Agent is Frank J. Steinitz.

III.

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Fla. Stat., hereinafter referred to as the "Condominium Act", to operate one or more residential condominiums ("Condominiums") at PINE RIDGE NORTH VILLAGE IV, in accordance with the Declaration of Condominium, these Articles and the By-Laws of the Association.

IV.

All definitions in the Declaration(s) of Condominium and Exhibits attached thereto shall prevail in this instrument when applicable.

The Association shall have the following powers:

- The Association shall have all of the powers and privileges granted to corporations not for profit except where the same are in conflict with the Declaration of Condominium and Exhibits attached thereto, including these Articles and the By-Laws of this Association.
- The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, except as limited herein, as specified in the Declaration of Condominium, these Articles, the By-laws of the Association, and F.S. 718, et seq., including but not limited to:
- (a) To make and establish Rules and Regulations governing the use of the Condominium Property.
- (b) To levy and collect assessments from members of the Association to defray the Common Expenses of the Condominium (except as limited by F.S. 718) as provided for in the Declaration of Condominium and Exhibits attached thereto, including, but not limited to, the provision of insurance for the Condominium Property, and the Association, the acquiring, operating, leasing, managing and otherwise dealing with property, whether real or

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personal (including Units in said Condominium), which may be necessary or convenient for the operation and management of the Condominium, and to do all things necessary to accomplish the purposes set forth in said Declaration of Condominium.

- (c) To maintain, improve, repair, reconstruct, replace, operate and manage the Condominium Property.
- (d) To contract for the management of the Condominium Property and to delegate in such contract all or any part of the powers and duties of the Association provided in these Articles, the Declaration of Condominium and Exhibits attached thereto.
- (e) To enforce the provisions of said Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations governing the use of said Condominium Property.
- (f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the Association.
- (g) To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of Condominium Units.
- (h) To acquire, hold title to (for the use and benefit of its members) and enter into agreements whereby the Association acquires interests in property, either in its own name or through organizations of which it is a member; or a leasehold, membership or other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members.
- (i) To exercise all powers hereinabove enumerated concerning any property owned or controlled by the Association.
- (j) The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Association, to grant exclusive licenses, easements, permits, leases or privileges to any individual or entity, including non-Unit Owners, which affect the Common Elements or Limited Common Elements, and to alter, add to, relocate or improve the Common Elements and Limited Common Elements, provided, however, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

VI.

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

- l. The owners of all Units in the Condominium and the subscriber to these Articles shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided in Item 4 of this Article VI. Membership of the subscribers shall terminate upon the Sponsor being divested of all Units in the Condominium and control of the Association is turned over to the members.
- 2. Subject to the provisions of the Declaration of Condominium and the By-Laws of this Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium. The membership of any party shall be automatically terminated upon his being divested of title to all Units owned by such member in the Condominium. Membership is non-transferable except as an appurtenance to a Unit. Membership in the Association together with full voting rights appertaining thereto, passes with a Unit as an appurtenance thereto.

3. On all matters on which the voting interests shall be entitled to vote, except as hereinafter specified, each Unit shall have one vote.

Such votes may be exercised or cast by the voting interests of each Unit in such manner as is provided for in the Declarations or in the By-Laws hereinafter adopted by the Association.

4. Until such time as the first Condominium which this Association is intended to operate is submitted to Condominium ownership, by the recordation of the Declaration of Condominium, the membership of the Association shall be comprised of the Subscriber to these Articles, which shall be entitled to cast one vote on all matters on which the voting interests are entitled to vote.

VII.

The Association shall have perpetual existence.

· VIII.

The principal place of business of the Association shall be located at 800 Sky Pine Way, Greenacres City, Florida 33463.

IX.

The affairs of the Association will be managed by a Board of Directors consisting of not less than five (5) nor more than nine (9) persons who need not be members of the Association. The Board shall consist of five members until the Sponsor has sold all Units in all the phases to be constructed.

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

The Directors named in these Articles shall serve until their successors are elected pursuant to the By-Laws. If a director is to be replaced by a person elected by the Unit Owners other than Sponsor, Sponsor shall designate which Sponsor-appointed director is to be replaced. Any directorship vacancy occurring before the first election shall be filled by the remaining Directors, or Sponsor as the By-Laws provide.

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:

Ralph Hintz 3016 Pinehurst Drive Lake Worth, Florida 33463

John Glick 4816 Palm Way Lake Worth, Florida 33463

Frank J. Steinitz 666 Anchorage Drive North Palm Beach, Florida

Jeff Brown 1903 Sherwood Forest Boulevard West Palm Beach, Florida 33406

Malcolm 8. Rice 540A Shady Pine Way
West Palm Beach, Florida 33406

The Board of Directors shall have the power to adopt the budget of the Association and Condominiums.

The transfer of control from the Sponsor to the Unit Owners shall be in accordance with the provisions of F.S. 718 and the By-Laws.

The Board shall be subject to recall as provided in F.S. 718 (to the extent legally valid).

Χ.

The officers of the Association shall be elected by the Board of Directors at their first meeting following election of directors by members and shall serve at the pleasure of the Board of Directors. The names of the officers who shall serve until their successors are elected are as follows:

Frank J. Steinitz John Glick Malcolm B. Rice Ralph Hintz President Vice President Secretary Treasurer

XI.

The Subscriber of these Articles is Hďvnanian of Palm Beach VI, Inc., Post Office Box 6559, Lake Worth, Florida, 33466.

XII.

The original By-Laws of the Association shall be adopted by a majority vote of the Directors of the Association.

XIII.

The Association does hereby indemnify its officers and directors as provided in the $\mbox{\rm By-Laws.}$

XIV.

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

- 1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a meeting of members or amendments may be proposed by the members of the Association upon a vote of seventy-five percent (75%) of the voting interests entitled to vote at a meeting for which notice of the proposed amendment has been given.
- 2. Call For Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or voting interests, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the Board and the membership. It shall be the duty of the Secretary to give each member written notice stating the place, day and hour of the meeting and setting forth the proposed amendment or a summary of the changes to be effected thereby and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. Notice shall additionally be posted at a conspicuous location on the Condominium Property. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail other than first class. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as appears on the membership books.
- 3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved, at a duly called meeting, by an affirmative vote of seventy-five percent (75%) of the votes of the entire voting interests entitled to vote thereon.

4. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

(a) The name of the corporation.

(b) The amendments so adopted.

(c) The date of the adoption of the amendment by the

members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

Notwithstanding the foregoing provisions of this Article XIII so long as the Sponsor holds units for sale in the ordinary course of business, no amendment to these Articles may be adopted or become effective without the prior written consent of Sponsor if in the sole opinion of Sponsor, which shall be binding, such amendment affects the rights of Sponsor or affects the Sponsor's ability to sell or lease Units in the Condominium.

XV.

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration of Condominium, these Articles and the By-Laws of the Association.

XVI.

The Association may enter into contracts or transact business with any firm, corporation, or other concern in which any or all officers, directors or members of the Association may have an interest of any nature whatsoever. No contract, including those entered or to be entered into with Sponsor, or managing agent, shall be invalidated in whole or part by the Association or any subsequent officer, director and/or member(s) thereof on the grounds that the officers, directors and/or member(s) had an interest, whether adverse or not, in the party contracted with, regardless of the fact that the vote of the directors, officers or member(s) with an interest was necessary to obligate the Association.

At any meeting of the Directors of the Association which shall authorize or ratify any such contract or transaction any interested director or directors may vote or act thereat, with like force and effect, as if he had no such interest (provided that in such case the nature of such interest [though not necessarily the extent or details thereof] shall be disclosed, or shall have been known to the directors or a majority thereof). A general notice that a director or officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure thereof. No director shall be disqualified from holding office as director or officer of the Association by reason of any such adverse interests. No director, officer, or member having such adverse interest shall be liable to the Association or to any member or creditor thereof, or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer, member or entity in which said member is involved be accountable for any gains or profits realized thereof.

. IN WITNESS WHEREOF, the subscribers have affixed their signatures this <u>15</u> day of Q_{PRI} , 1985.

HOYNANIAN OF PALM BEACH VI, INC.

Senior Vice President

Assistant Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared FRANK J. STEINITZ and CAROLYN S. JONES, well known to me to be the persons described in and who executed the foregoing instrument as Senior Vice President and Assistant Secretary, respectively, of HOVNANIAN OF PALM BEACH VI, INC., a corporation, and they acknowledged before me that they executed the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this $\frac{15}{15}$ day of $\frac{ape/l}{l}$, 1985.

MPRESSION SEAL)

NOTARY PUBLIC State of Florida at Large

My Commission Expires:

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I HEREBY ACCEPT THE DESIGNATION REGISTERED AGENT AS SET FORTH THESE ARTICLES OF INCORPORATION.

(SEAL)

Bearing States Company (1997)

OF

PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC.

A Corporation Not for Profit Under the Laws of the State of Florida

ARTICLE 1. GENERAL PROVISIONS.

- 1.1 IDENTITY--PURPOSE. These are the By-Laws of PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit ("Association"). This Association has been organized for the purpose of administering the affairs of one or more condominiums ("Condominiums"), which term may also include other forms of residential property ownership) at PINE RIDGE NORTH VILLAGE IV.
- 1.2 BY-LAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these By-Laws are applicable to said Condominium(s)s and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association (referred to herein as the "Articles"), and the Declaration(s) of Condominium (referred to herein as "Declaration") which will be recorded in the Public Records of Palm Beach County, Florida, at the time said properties are submitted to condominium ownership.
- 1.3 APPLICABILITY. All Unit owners, tenants, and occupants, their agents, servants, invitees, licensees and employees and others that use the Condominium Property, or any part thereof, are subject to these By-Laws and the documents referred to in Paragraph 1.2 hereof.
- 1.4 OFFICE. The office of the Association shall be at the Recreation Building on the Condominium Property or such other place designated by the Board of Directors of the Association.
- 1.5 SEAL. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.
- 1.6 DEFINITIONS. All definitions set forth in the Declaration and Exhibits attached thereto are hereby adopted by reference as though set forth herein verbatim.
- ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.
- 2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration(s), Articles and in these By-Laws.
- 2.2 QUORUM. Voting Interests having fifty (50%) percent plus one of the total votes of the Association shall constitute a quorum. The joinder of a Voting Interest in the action of a meeting by signing and concurring in the minutes thereof, within ten (10) days from the date hereof, shall constitute the presence of such Voting Interest for the purpose of determining a quorum.
- 2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a Unit owned by more than one person or by a corporation, except Sponsor, or other entity shall be cast by the person named in a voting certificate designating the "Voting Interest". Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed the vote of such

owners shall not be considered in determining a quorum or for any other purpose unless a valid proxy is filed as provided below.

- 2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon (or an adjournment thereof), except as provided in Article 3.6 below, and must be filed with the Secretary before the appointed time of the meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Where a Unit is owned by more than one person or a corporation or other entity the proxy must be signed by the "Voting Interest", or by all the owners of such Unit, or the proper corporate officer.
- 2.5 VOTING. In any meeting, each Voting Interest, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one vote on the issues that said class of Voting Interest is entitled to vote. Each Unit shall be entitled to one vote and the vote of such Unit shall not be divisible. For any particular meeting, Voting Interest shall be those individuals or entities which own Units not less than five (5) days prior to that meeting.
- 2.6 MAJORITY. Except where otherwise required by the provisions of the Articles, these By-Laws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the Voting Interest having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding.
- ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.
- 3.1 ANNUAL MEETING. The annual members' meeting shall be held at least once each calendar year at the office of the Association at the time designated on the notice thereof, for the purpose of electing directors and transacting any other business authorized to be transacted by members. The annual meeting may, at the discretion of the Board, be held in increments.
- 3.2 SPECIAL MEETING. Except as otherwise provided in F.S. 718 special meetings shall be held when called by the President or Vice President or by a majority of the Board of Directors. Special meetings must be called by such officers upon a majority of the voting interests in the Association, Notices of Special meetings shall be given as set forth below except that in the case of an emergency four (4) days' notice will be deemed sufficient.
- meetings shall be given by an appointed officer of the Association, to each voting interest, unless such notice is waived in writing. Such notices will be written and will state the time, place and object for which the meeting is called. Such notice shall be given or mailed (unless the voting interest waives in writing the right to receive notice of the annual, or other, meetings by mail) to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this provision, to each Unit at the address last furnished to the Association. Notice shall also be conspicuously posted on the Condominium Property.
- 3.4 NOTICE TO OTHERS. The Sponsor (and Managing Agent, if any) shall forever be entitled to notice of all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on

their behalf and such persons may act with the full authority and power of Sponsor.

- 3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by the provisions of F.S. 718. Budgetary meetings shall be held prior to November 1 of each year.
- 3.6 ADJOURNED MEETINGS. If any members' meeting cannot be convened because a quorum has not attended, the voting interests who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present. Valid proxies for the meeting shall continue to be valid until a quorum is present.
- 3.7 CONSENT. Whenever the vote of members at a meeting is required or permitted by these By-Laws, such meeting and vote may be dispensed with if 75% of the voting interests who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken. Unit Owners and/or voting interests may waive notice of all meetings.
- 3.8 CHAIRMAN. At meetings of membership, the President shall preside, or in his absence, the Board of Directors shall select a chairman.
- 3.9 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and, as far as practical at any other members' meeting, shall be:
 - Calling of the roll and certifying of proxies;
 - Proof of notice of meeting or waiver of notice;
 - c. Reading of minutes;
 - d. Reports of Officers;
 - e. Reports of Committees;
 - f. Election of Directors; SUBJECT, HOWEVER, to all provisions of these By-Laws, the Articles and the Declaration;
 - Unfinished business;
 - h. New business;
 - i. Adjournment.

ARTICLE 4. BOARD OF DIRECTORS.

- 4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of not less than five (5) nor more than nine (9) persons, the number to be determined in accordance with the provisions of the Articles. After the election of all the Directors by the Residential Unit Owners, the Directors shall serve such terms (not to exceed two years) as deemed appropriate by the membership.
- 4.2 FIRST BOARD. The Board shall, until the Sponsor has sold all Units being offered for sale in the ordinary course of business in the Condominium(s) being administered by the Association, consist of five persons, none of whom need be members of the Association. The first Board shall consist of persons designated by the Sponsor and they shall serve until replaced by Sponsor or until their successors are elected pursuant to F.S. 718.
 - a. The Sponsor shall have the absolute right, at any time, in its sole discretion, to remove any member of the Board designated by Sponsor and replace any such person

The members of the Board designated by Sponsor shall b. serve until owners other than Sponsor own fifteen percent (15%) or more of the Units in any one Condominium that will be operated by the Association at which time the owners other than Sponsor may elect one-third of the directors. Unit Owners other than Sponsor shall be entitled to elect a majority of the directors three years after closing by Sponsor of fifty percent (50%) of the Units in all Condominiums that will be operated ultimately by the Association or three months after ninety percent (90%) of the residential Units that will be operated ultimately by the Association have been closed by Sponsor, or when all the residential Units that will ultimately be operated by the Association have been closed by Sponsor. by the Association have been completed, some of them sold and none of the others being offered for sale by Sponsor in the ordinary course of business, or when the Sponsor so elects, whichever occurs first. The Sponsor shall be entitled to elect at least one (1) Board member as long as Sponsor holds for sale in the ordinary course of business at least five percent (5%) of the residential Units in any one Condominium operated by the Association. In the event the Unit Owners decline to elect directors as set forth above, a majority of the Unit Owners shall sign a statement to that effect and present it to the then existing Board. If the Board chooses to resign, they may do so and the requirements of this subsection shall be mandatory.

with another person to serve on the Board. Notice of

- ELECTION OF DIRECTORS. Except for designation of Directors by Sponsor, as hereinbefore provided, Directors shall be conducted in the following manner:
 - Election of Directors shall be held at the Annual Meeting except that the first Directors elected by residential Unit Owners other than Sponsor shall be elected pursuant to F.S. 718.
 - A nominating committee of three (3) members shall be appointed by the then existing Board not less than b. thirty (30) days prior to the Annual Members' Meeting. The committee shall nominate one for each director then serving. Nominations may be made from the floor.
 - The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast by the Unit Owners. Each voting c. interest shall be entitled to cast one vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
 - Except as to vacancies created by removal of directors by members, vacancies in the Board occurring between annual meetings of members shall be filled by the d. remaining directors.
 - In the event of a tie in the balloting for the last e. directorship, then the remaining directors shall be entitled to elect the same by a majority vote.
- 4.4 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, PROVIDED, a quorum shall be present.

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- 4.5 REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived. Meetings shall be open to all Unit Owners and notice thereof shall be posted conspicuously on the Condominium Property at least three (3) days in advance, except in an emergency.
- 4.6 SPECIAL MEETINGS. Special meetings of the Board may be called by the Chairman or President. Except in an emergency, or as otherwise provided by statute, the notice shall be given as provided in Section 4.5 above and shall state the time, place and purpose of the meeting.
- 4.7 WAIVER. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.
- 4.8 QUORUM. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-Laws or the Declarations. A director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall have been presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. If any Directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws, or the Declarations) the Directors who are present may adjourn the meeting, from time to time, until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. These By-Laws shall be deemed to include the provisions of F.S. 718.1124 concerning the right of a Unit Owner to proceed to have a receiver appointed if the Association fails to fill vacancies on the Board so as to have a quorum.
- 4.9 PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the Chairman of the Board, if such an officer has been elected; and if not, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.
- 4.10 RESIGNATION. A Director may resign by giving written notice thereof. A director shall be deemed to have resigned upon his termination of membership in the Association (excepting First Board) or upon his default for thirty (30) days of any of the provisions or covenants of the Declarations and Exhibits attached thereto.
- 4.11 POWERS AND DUTIES. The powers and duties of the Association may, subject to the limitations set forth herein and in the Condominium Act, be exercised by the Board, in the Board's sole discretion. Such powers shall include without limiting the generality of the foregoing, the following:
 - a. To adopt the budget of the Association, and each condominium administered by the Association, upon majority vote of the directors, subject to the provisions of F.S. 718.

- b. To make, levy and collect assessments against Units to defray the costs of the operation of the Condominium (provided, however, the Association shall not charge any fee against a Unit Owner for use of Common Elements or Association property unless such use is the subject of a lease between the Association and Unit Owner), and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association.
- c. To provide for the maintenance, repair, replacement, operation, improvement and management of the Condominium Property (including easements providing for maintenance of areas which may be on the Condominium Property or properties owned by others), or other properties wherever the same is required to be done and accomplished by the Association for the benefit of its members.
- d. It is understood that assessments must be sufficient to provide for the payment of all anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Accordingly, the Board is given the power to adopt special assessments provided that the procedures for notice as set forth in F.S. 718 are followed as to any special assessment providing for any previously unanticipated expenses. Special assessments shall be limited to those items which are necessary and all other items which can reasonably be deferred to the regular budgetary meeting shall be so deferred.
- e. As provided in the Declaration(s) as to Condominium Property, to administer the reconstruction of improvements after casualty and the further improvement of the property, real and personal.
- f. To, in the manner hereinafter specified, adopt and amend rules and regulations governing the details of the operation and use of the Condominium Property, the Common Elements, real and personal, in the Condominium(s), so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declarations and Exhibits attached thereto.
- g. To approve or disapprove on behalf of the Association owners and proposed purchasers or lessees of residential Units and to exercise or waive the Association's right to disapprove of the ownership, sales or leasing of any Unit in the manner specified in the Declarations. The Association shall charge a \$50.00 fee in connection with any such transfer, sale, lease, sub-lease, or approval to cover the Association's expenditures and services in regard thereto.
- h. To acquire, hold title to, operate, lease, manage and otherwise trade and deal with property (including creating easements), real and personal, including Units in the Condominium(s), on behalf of the Association and for the use and benefit of its members, as may be necessary or convenient in the operation and management of the Condominium Property in accomplishing the purposes set forth in the Declaration(s) and as may be appropriate.

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- i. To contract on behalf of the Association for the management of the Condominium Property and to delegate to such contractor such powers and duties of the Association as the Directors deem fit, to lease or concession such portions thereof and to ratify and confirm any existing leases or concessions of any part of the Condominium Property.
- j. To enforce, by legal means, the provisions of the Declaration(s) and any Exhibits attached thereto and the 'Rules and Regulations promulgated governing the use of the Condominium Property.
- k. To cause the Association to pay all taxes and assessments of any type which affect any part of the Condominium Property, other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units.
- To cause the Association to carry insurance for the protection of the members and the Association, the Association property and the Condominium Property required to be insured by the Association pursuant to F.S. 718 against casualty and liability as necessary.
- m. To cause the Association to contract for, and pay the appropriate costs of power, water, sewer and other utility services rendered to the Project as a whole which is not the specific responsibility of a particular condominium association or the owners of the separate Units.
- n. To cause the Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.
- o. To enter any Unit during reasonable hours as may be necessary in accordance with the provisions of F.S. 718 and to effectuate the purposes of the Declarations and all Exhibits attached thereto, including these By-Laws, and to assure the compliance with all the terms thereof. To that end, the Association may retain a pass key to all Units.
- p. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium(s), to grant exclusive licenses, easements, permits, leases, or privileges to any individual or entity, including Non-Unit Owners, to the Condominium Property, Common Elements or Limited Common Elements of the Condominium(s) and to alter, add to, relocate or improve the same; provided, however, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.
- q. To, in its sole discretion, determine which items of cost, expense and income are attributable to a particular Condominium, which are to be apportioned among more than one Condominium, as well as the basis of such apportionment, if applicable. In all events the Association's determination as to such attribution shall be conclusive and binding. It is understood that there may be services which are rendered to the project as a whole and are incapable of precise allocation.

- r. To enter into agreements with other persons, firms or corporations to share certain expenses for utilization of services or properties which benefit or serve the Project and lands owned or maintained by the Condominium(s).
- s. To maintain the Official Records of the Association as set forth in F.S. 718.
- 4.12 AUTHORITY OF FIRST BOARD. The undertakings and contracts authorized by the first Board, including the first budget, shall be binding upon the Association and Condominium(s) in the same manner as though such undertakings and contracts had been authorized by a Board duly elected by the membership.
- 4.13 REMOVAL OF DIRECTORS. Should the residential members of the Association at any duly convened regular or special meeting convened pursuant to F.S. 718, desire, they may remove any Director except Directors designated by Sponsor with or without cause by the vote or agreement in writing by a majority of all members and a successor may immediately be elected to fill the vacancy thus created. Should the membership fail to elect a successor, the Board may fill the vacancy.
- 4.14 PROVISO. Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the Sponsor as set forth in the Declarations, the Articles and these By-Laws.
- 4.15 COMMITTEES. The Board may delegate portions of its responsibilities to committees established for that purpose.
- 4.16 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of the Declaration(s) of Condominium setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

ARTICLE 5. OFFICERS.

- 5.1 GENERALLY. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and, if desired, one or more Assistant Secretaries, all of whom shall be elected annually by the Board and who may be pre-emptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, 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.
- 5.2 PRESIDENT. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are 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 may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall be a member of the Board.
- 5.3 VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or President.
- 5.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the Directors and the members, attend to the giving



 and serving of all notices to the members and directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the nonfinancial records of the Association, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.

- 5.5. TREASURER. The Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.
- 5.6 FIRST OFFICERS. The first officers of the Association, who shall serve until election of their successors, shall be those persons so named in the Articles.
- ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS. The provisions for fiscal management of the Association set forth in the Declarations shall be supplemented by the following provisions:
- 6.1 MANNER AND NOTIFICATION. The Board of Directors shall, as required by F.S. 718, from time to time fix and determine the sums necessary to pay all the Common Expenses, and other fees of the Condominium Property, including maintenance of proper reserves, pursuant to the provisions of the Declaration(s), Articles and these By-Laws. The waiving or reserves shall be governed by the provisions of F.S. 718. The same shall be assessed against the Units as provided in the Declaration and all the Exhibits attached thereto. Assessments for the first year (or pro-rata portion thereof) of the operation of the Condominium Property shall be set forth in a projected budget established by the Sponsor as the same may be amended by the Board from time to time.
- 6.2 PAYMENTS OF ASSESSMENTS. Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Units in the proportions provided in the Declaration(s). Said assessments shall be payable monthly in advance, without notice, and shall be due on the first day of each month, unless otherwise required by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. FAILURE TO PAY ANY ASSESSMENT WITHIN TEN (10) DAYS FROM THE DATE DUE, SHALL CAUSE SUCH ASSESSMENT TO BEAR INTEREST AT THE RATE EQUAL TO THE MAXIMUM RATE THEN ALLOWED TO BE CHARGED TO INDIVIDUALS IN THE STATE OF FLORIDA AGAINST THE DEFAULTING UNIT OWNERS.
- 6.3 PROPOSED BUDGETS. A copy of the proposed one (1) year budget, applicable to the Condominium(s) and a budget for the operation of the Association, shall be mailed to Unit Owners not less than fourteen (14) days prior to the meeting at which the budget will be considered together with a notice of the meeting. If the proposed budget is not adopted prior to the start of the new budget period, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the assessments prove to be insufficient, the budget and assessments shall be amended at a meeting called for that purpose. In the event a meeting of the Unit Owners has been called pursuant to F.S. 718 for the purposes of reconsideration of the budget adopted by the Board, and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled.

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- 6.4 DEPOSITORY; WITHDRAWALS. 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 monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors. Should the Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the terms of any such agreement.
- 6.5 RECORDS. The Association shall maintain those records and make available written summaries thereof as required by F.S. 718.111(7) subject, however, to the provisions of the Declaration(s).
- 6.6 FIDELITY BONDS: PROVISO. Fidelity bonds shall be obtained by the Board for all officers and Directors of the Association, for all employees of the Association handling or responsible for Association's funds, and for any contractor handling or responsible for Association's funds. The amount of such bonds shall be determined by the Directors but shall be in the principal sum of not less than TEN THOUSAND DOLLARS (\$10,000.00). The premiums on such bonds shall be paid by the Association.
- 6.7 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year; PROVIDED, HOWEVER, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems advisable. The budget year shall from January to January of each year.
- 6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate the remaining installments for, in its discretion, the next three-month period. Upon notice thereof to the Unit Owner the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.
- 6.9 ACQUISITION OF UNITS. At any foreclosure sale of a Unit, the Association or its designee may acquire the Unit being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the Association to acquire a Unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Association to do so at any foreclosure sale—the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Association. The Association may also acquire Units in the event damaged Units are not restored pursuant to the provisions of the Declarations.
- 6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN. In the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the owner of the Condominium Unit shall include liability for a reasonable attorneys' fee and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit, pendente lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

- VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the nonpayment of an assessment) by the Unit Owner of any of the provisions of the Declaration(s), these By-Laws, or Rules and Regulations adopted pursuant to any of same, the Association shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) 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 the Association may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Upon a finding by the Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association (or Managing Agent, if any) for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit Owner and sent to the Association, shall authorize any Unit Owner to bring an action in equity or suit at law, on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board 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 charged to the Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such Unit Owner. In the event of a non-continuing default making the notice period impractical, the Association may take such punitive action including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments.
- 7.2 LIABILITY OF UNIT OWNERS. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, of 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. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenance. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said Unit Owner as a specific item and shall be a lien against said Unit with the same force and affect as if the charge was a part of the Common Expenses attributable to such owner's Unit.
- 7.3 LIABILITY OF UNIT OWNER TO MANAGING AGENT. Paragraph 6.10 above shall include any assessment due by virtue of a Management Agreement with a Managing Agent (if any) and such Managing Agent shall also have the right to bring such actions and the right to obtain such relief in its own name, including damages, attorney's fees and costs, to enforce the provisions thereof.
- 7.4 GENERAL LIABILITY. Liability of Unit Owners shall be governed, in addition to the provisions hereof, by F.S. 718.
- 7.5 NO WAIVER. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by any of the provisions of the Declaration(s) shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.
- 7.6 SURVIVING LIABILITY. Termination of membership in the Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and

shall in no way impair any rights that the Association has, or may have had, against the terminating member.

- 7.7 EXCESS LIABILITY. The Association shall give notice to the Unit Owners of excess liability as provided in F.S. 718.
- 7.8 ARBITRATION OF INTERNAL DISPUTES. In the event of any internal dispute arising from the operation of the Condominiums among the Unit Owners, Association, their agents and assigns, the parties to such dispute may submit the same to voluntary binding arbitration in actordance with the provisions of F.S. 718.
- ARTICLE 8. LIMITATION OF LIABILITY. Notwithstanding the duty of the Association to maintain and repair the Condominium Property, it shall not be liable for injury or damage caused by a latent condition in the property nor for injury or damage caused by the elements, or by other owners or persons.
- ARTICLE 9. PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declarations, the Articles, these By-Laws, or with the Statutes of the State of Florida.
- ARTICLE 10. AMENDMENT TO BY-LAWS. Amendments to these By-Laws as hereinafter defined and provided for, shall be proposed and adopted in the following manner:
- 10.1 PROPOSAL. Amendments to these By-Laws may be proposed in the form required by F.S. 718 by the Board acting upon vote of eighty-five percent (85%) of the Directors or by Voting Interests of the Association having seventy-five percent (75%) of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.
- 10.2 CALL FOR MEETING. Upon any amendment or amendments to these By-Laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the member as required and as herein set forth. Notice shall be posted at a conspicuous location on the Condominium Property.
- 10.3 YOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of eighty-five percent (85%) of the entire membership of the Board and by an affirmative vote of the Voting Interests having 75% of the votes in the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Public Records of the County in which the Condominium is located within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors and Yoting Interests.
- 10.4 PROVISO. Notwithstanding the foregoing provisions of this Article 10, no amendment to these By-Laws which affects the Sponsor may be adopted or become effective without the prior written consent of the Sponsor.
- 10.5 ADOPTION OF ADMINISTRATIVE RULES AND REGULATIONS. In order for an administrative rule and/or regulation to be effective

it must be approved by an affirmative vote of the Board and Voting Interests as set forth in paragraph 10.3 above.

ARTICLE 11. BY-LAWS PERTAINING TO USE AND DECORUM - RESIDENTIAL UNITS AND ASSOCIATION PROPERTIES.

- 11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Units, Common Elements and Limited Common Elements, and the Condominium Property.
- 11.2 SCOPE; REMEDY FOR VIOLATION. These By-Laws are reasonably calculated to promote the welfare of the Unit Owner. The violation of such By-Laws shall bar any Unit Owner or his family and invitees for the use of the Common Elements and/or Condominium Property, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Declaration and these By-Laws.
- hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners. The Unit Owners shall, at all times, obey the same and use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said By-Laws are as follows:
- (a) The sidewalk, entrances, passages, stairways and all other Common Elements must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises.
- (b) All persons using the swimming pool shall do so at their own risk. A shower is required before entering the pool. Ball or frisbee playing is not permitted at the pool or in the patio area. Chaise lounges shall not be reserved. Under no circumstances are pets permitted in or about the pool area. Glassware is not permitted at the pool. No food is permitted at the pool. Unless otherwise determined by the Board, there shall be no lifeguard or other pool attendant employed to supervise the use of the swimming pool. Resident identification may be required for pool use.
- (c) The personal property of all Unit Owners shall be stored either within their Condominium Units or in the storage spaces provided in the Condominium to each Unit Owner for such purpose; provided, however, that no Unit Owner may store any personal property on, or make any use of, the balcony or patio appurtenant to his Unit or the Condominium Property which is unsightly nor shall he make any use of the same which interferes with the comfort and convenience of other Unit Owners.
- (d) No garbage cans, supplies or other articles, including but not limited to flags and banners, shall be placed on the patios or balconies or common elements, and, subject to the provisions of F.S. 163.04, to the extent applicable, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or any other article, be shaken or hung from any of the windows, doors, stairways, patios or balconies, nor hung outside the Unit, nor exposed to or on any part of the Common Elements or porches within any Unit. The Common Elements, Limited Common Elements, and Condominium Property shall be kept free and clear of rubbish, debris and other unsightly material.
- (e) No person shall allow anything whatsoever to fall from the window, balcony or doors of the premises.
- (f) All garbage and trash shall be properly disposed of in trash receptacles provided for that purpose. For sanitary

reasons, all trash, except newspapers, shall be placed in plastic bags and tied securely before being placed in trash receptacles.

- (g) No person other than an Association officer shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.
- (h) Servants and domestic help of the Unit Owners may not gather or lounge in the public areas of the building or grounds.
- (i) The parking facilities shall be used in accordance with the regulations adopted by the Association. Association's assignment of parking shall be final. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twelve hours, and no repair, except emergency repair, of vehicles shall be made on the Condominium Property. No commercial vehicle, truck, or recreational vehicle (except drivable recreational vehicles up to 21'5" which may be kept in the project if they are used by the Owner on a daily basis for normal transportation) shall be parked on the Condominium Property (this exclusion shall not be deemed to include clean "non-working" commercial vehicles such as pick-up trucks, vans or cars carrying advertising signs). No boat, boat trailer, camper or like vehicle shall be left or stored on the Condominium Property. Bicycles shall be parked in the areas, if any, provided for that purpose. Absent such parking areas, bicycles shall be kept in the unit. Washing of vehicles shall only be done in the vicinity of the exterior hose bib provided by the Sponsor within each parking cluster (if any).
- (j) No Unit Owner shall make or permit any disturbing noises by any person, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of others.
- (k) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit or Condominium Property that is visible from outside, nor shall tinfoil or other material be used to cover any windows or doors so as to be visible from cutside the Unit.
- (1) The Association may retain a pass key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock without the written consent of the Board. Where such consent is given, the Unit Owner shall provide the Association with an additional key for use of Association pursuant to its right of access to the Unit.
- (m) No cooking shall be permitted nor shall any goods or beverages be consumed outside of a Unit excepting in areas designated for those purposes by the Association. No cooking or fires shall be permitted on patios or balconies.
- (n) No inflammable, combustible or explosive fluid, chemical, or substance shall be kept in any Unit, except those required for normal household use.
- (o) Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by (1) removing all furniture, plants and other objects from his patio or balcony prior to his departure; and (2) designating a responsible firm or individual to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.
- (p) No commercial or business activity shall be conducted in any Unit or on the Condominium Property. No Unit Owner may actively engage in any solicitations for commercial purposes

on the Condominium Property nor shall any solicitor of a commercial nature be allowed on the Condominium Property without the prior written consent of the Board.

- (q) Each Unit Owner shall park his automobile in his assigned space. All parking spaces not assigned shall be used by guests of the Unit Owners only, except such spaces as may be designated for the temporary parking of delivery vehicles, or vehicles operated by handicapped persons.
- (r) No Unit Owner shall, in any way, interfere with the construction, sale or rental of any Unit by Sponsor.
- (s) There is no swimming, boating, or fishing permitted in or on the water bodies.
- 11.4 APPLICABILITY. The above provisions shall not be applicable to the Sponsor or to any Unit owned by the same.
- 11.5 FURTHER RULES AND REGULATIONS. Subject to the provisions of Section 10.5 hereof, the Association may promulgate Rules and Regulations concerning the use of the Condominium Property. Said additional Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Property, and shall have the dignity of By-Laws. PROVIDED that no such Rule, etc. shall affect Sponsor, or any Unit owned by Sponsor, without Sponsor's prior written consent.

ARTICLE 12. INDEMNIFICATION.

- hereby indemnify and hold harmless every Director and every officer, including the first officers and directors, his heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled.
- 12.2 INSURANCE. The Association shall, if available, at the Association's expense, purchase Director's liability insurance and shall cause the Directors, from time to time serving, to be named insureds.
- ARTICLE 13. UNIT OWNER'S RESPONSIBILITY CONCERNING LIENS AND TAXES.
- 13.1 LIENS AND TAXES. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon a Condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in the Declaration, or these By-Laws, whichever is sooner.
- 13.2 NOTICE TO ASSOCIATION. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.
- ARTICLE 14. CONFLICT. In the event of any conflict between the By-Laws contained herein, or from time to time amended or adopted, and the Declarations of Condominium, the Declarations shall prevail.

PINE RIDGE NORTH VILLAGE IN CONDOMINIUM ASSOCIATION INC.

Ву

President

ATTEST:

By Carelyn & Jones
Its ______ Secretary

(CORPORATE

00131 (00000011)

3/30 '35

THIS IS TO CERTIFY that has been approved by PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, has been INC., as the Purchaser of the following described real property in Palm Beach County, Florida.

> CONDOMINIUM UNIT NO. OF PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM, according to the Declaration thereof recorded in Official Record Book , at Pages through , inclusive, of the Public Records of Palm Beach County, Florida.

Such Approval has been given pursuant to the provisions of the aforementioned Declaration of Condominium and constitutes a waiver of the Association's right of purchase to the above described Unit, as specified in the Declaration.

Approval is conditioned upon the Association receiving, prior to conveyance, in satisfactory form binding on the Corporation and its designated Occupants, the written statements as required by the Declaration of Condominium.

DATED: This da	ay of, 19
Signed, sealed and delivered in the presence of:	PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC.
	Ву:
STATE OF FLORIDA)) ss: COUNTY OF PALM BEACH)	
COUNTY OF PALM BEACH)	
, to me win and who executed the foregree PINE RIDGE NORTH VILLAGE IV Cacknowledged before me that Officer of said Association, act and deed of said Associat therein expressed.	signed authority, personally appeared ell known to be the person described oing instrument as of ONDOMINIUM ASSOCIATION, INC., and he executed such Instrument as such and that said Instrument is the free ion and was executed for the purpose
WITNESS my hand an County last aforesaid this	d official seal in the State and day of, 1984.
	NOTARY PUBLIC State of Florida at Large

(NOTARIAL IMPRESSION SEAL)

My Commission Expires:

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

3/30/85

This instrument was prepared by:
KENNETH S. DIREKTOR, ESQUIRE,
Becker & Poliakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401

CERTIFICATE OF AMENDMENT TO THE

DECLARATION OF CONDOMINIUM FOR
PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM
AND THE BY-LAWS FOR
PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium for Pine Ridge North Village IV, a Condominium, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4701 at Page 1834; and

WHEREAS, the By-Laws for Pine Ridge North Village IV Condominium Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Pine Ridge North Village IV Condominium Association, Inc., a Florida not-for-profit corporation, held on April 19, 1999, the aforementioned Declaration of Condominium and By-Laws were amended pursuant to the provisions of said Declaration and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration and By-Laws are true and correct copies of the amendments as amended by the membership:

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

(Additions shown by "underlining", deletions shown by "strikeout")

17. REMEDIES

17.1 RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of the Condominium Documents. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be sought by the Association, the Managing Agent, if any, Sponsor, or if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees and all costs. Each Unit Owner acknowledges that the failure to comply with any of the provisions of the Condominium Documents shall or may constitute an injury to the Association, the Managing Agent, if any, Sponsor or the other Unit Owners, and that such injury may be irreparable. In addition to and cumulative with the foregoing remedies, the Association shall have the authority to levy fines. No fine may exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time, nor may any fine be imposed without

compliance with the procedure set forth in the Condominium Act, as same may be amended from time to time.

* * *

AMENDMENT TO THE

BY-LAWS OF

PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC.

(Additions shown by "underlining", deletions shown by "strikeout")

ARTICLE 11. BY-LAWS PERTAINING TO USE AND DECORUM - RESIDENTIAL UNITS AND ASSOCIATION PROPERTIES.

11.3 INITIAL BY-LAWS. These By-Laws (Use and Decorum) hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners. The Unit Owners shall, at all times, obey the same and use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said By-Laws are as follows:

(q) Each Unit Owner or tenant shall is required to park his automobile in the parking space assigned to his unit his assigned parking space. All parking spaces not assigned may only be used by residents and/or unit owners with more than one automobile, guests of the Unit Owners or quests of tenants., except such spaces as may be designated for the temporary parking of delivery vehicles, or vehicles sperated by handicapped persons. Under no circumstances may a Unit Owner, tenant or the quest of the Unit Owner or the quest of the tenant use an unassigned parking space while the parking space assigned to the Unit is vacant.

WITNESS my signature hereto this A day of May 1999, at West Palm Beach, Palm Beach County, Florida.

PINE RIDGE NORTH VILLAGE IV
CONDOMINIUM ASSOCIATION, INC.

By: Carmin Rappocal

Witness

President

President

Attest: James OM alley
Witness

Sandra Marina

(PRINT NAME)

STATE OF FLORIDA

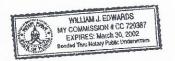
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this day of May 1990, by CARMINE CARROCCIO and and and of North Willage IV Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced identification and did take an oath.

(Signature)

Notary Public, State of Florida at Large

147066_1



This instrument was prepared by:
RABDALL J. DEHAYES, ESQUIRE,
Becker & Poliakoff, P.A.
450 Australian Avenue South
7th Floor
West Palm Beach, FL 33401-5034

MAY-24-1994 2:06pm 94-182637 ORB 8275 Ps 51

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CERTIFICATE OF AMENDMENT TO THE

DECLARATION OF CONDOMINIUM AND BY-LAWS FOR

PINE RIDGE NORTH VILLAGE IV COMPOMINIUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium for Pine Ridge North Village IV, a Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4701 at Page 1834; and

WHEREAS, the By-Laws for Pine Ridge North Village IV Condominium Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Pine Ridge North Village IV Condominium Association, Inc., a Florida not-for-profit corporation, called on March 21, 1994, and reconvened on May 16, 1994, the aforementioned Declaration of Condominium and By-Laws were amended pursuant to the provisions of said documents.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration and the By-Laws are a true and correct copy of the amendments as amended by the membership:

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

(additions indicated by underlining;
 deletions indicated by "---")

- Article 13 of the Declaration, Section 13.8 b(1) is hereby amended to read as follows:
 - (1) If the damage is to Units and if Units to which more than 70% of the Common Elements are appurtenant are found by the Board of Directors to be untenantable, then the damaged property will not be reconstructed and the condominium will not be terminated (without-agreement-as elsewhere provided), unless within sixty (60) days after the casualty voting interests owning 75% or more of the Common Elements agree in writing to such termination reconstruction. Notwithstanding the foregoing, if the damages could be repaired for \$100,000.00 or less, the property shall be reconstructed.
- Article 13 of the Declaration, Section 13.8 b(2) (ii) is hereby amended to read as follows:
 - (ii) If Units in a particular building which represent 51% or more of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to be untenantable, then said damaged building will not be reconstructed and the Units in the building will not be removed from the Condominium (without-agreement) as provided in-Paragraphs 13.16 and 13.17 hereof, unless within sixty (60) days after the casualty the voting interests of Units which represent 75% or more of the Common Elements appurtenant to all the Units in said building agree in writing to such reconstruction termination, provided, however, that notwithstanding the fact the required number of Units are untenantable, if such property may be

reconstructed for \$20,000.00 or less, the property shall be reconstructed. If it is determined not to reconstruct a building, such shall be in compliance with Paragraphs 13.16 and 13.17 hereof.

3. Article 13 of the Declaration, Section 13.8 is hereby amended by adding a new subsection b(3) which shall read as follows:

(3) In all other circumstances the units shall be reconstructed.

AMENDMENTS TO THE BY-LAWS OF PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC.

 Article 10, Section 10.1 of the By-Laws is hereby amended to read as follows:

10.1 PROPOSAL. Amendments to these by-Laws may be proposed in the form required by F.S. 718 by the Board acting upon vote of eighty five percent (80%) (85%) of the Directors or by Voting Interests of the Association having seventy five (75%) two thirds (2/3) of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.

5. Article 10, Section 10.3. of the By-Laws is hereby amended to read as follows:

VOTE NECESSARY FOR RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of eighty five percent (85%) (80%) of the entire membership of the Board and by an affirmative vote of the Voting Interests having two thirds (2/3) 75% of the votes in the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Public Records of the County in which the Condominium is located within-ten-(10) days-form the-date-on-which-any-amendment-has-been-affirmatively approved-by-the-Directors-and-Voting-Interests.

6. Article 10, Section 10.5 of the By-Laws is hereby deleted in its entirety:

18-5--ADOPTION-OF-ADMINISTRATIVE RULES -AND REGULARIONS.--In order-for-an-administrative-rule-and/or-regulation-to-be effective-it-must-be-approved-by-an-affirmative-vote-of-the Board-and-Voting-Interests-as-set-forth-in-paragraph-18-3 above-

WITNESS my signature hereto this 20 day of MAY 1994, at West Palm Beach, Palm Beach County, Florida.

	PINE RIDGE NORTH VILLAGE IN CONDOMINIUM ASSOCIATION, INC.
Witness	By: Josep Montanelli
MARCO FIRE 29 (PRINT NAME)	President
Son T. Jolies	Attest: Tile Clean
Witness SAM To Toky Azi	Secretary
(PRINT NAME)	

STATE OF FLORIDA

ORB 8275 Ps 53
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PE COUNTY, FL

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2072 day of MAY 1974, by FRANK MONTARGELI and RITA OREM , as PRESIDENT and SECRETARY , respectively, of Pine Ridge North Village IV Condominium Association, Inc., a Florida notfor-profit corporation, on behalf of the corporation. They are personally known to me, or have produced as identification and did take an oath.

Leste L. Ruak (Signature

Notary Public, State of Florida at Large (Print Name)

OPPICIAL NOTARY SEAL*
LESTER L RUARK
NOORY Public, Name of Florida
Commission No. CC264505
My Commission Explores 3/2397
Seanded Through Pla. Notary Service & Bonding Cr.
1, 200.3-NOTARY

RETURN TO:

The confidency prepared by:

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WEST PALM BEACH, FLORIDA 33401

MY-19-1989 0/115PM &9-142797

OP8 6071 Pa 1945

CERTIFICATE OF AMENDMENT TO THE BY-LAWS FOR PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC. ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM OF PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

WHEREAS, the Declaration of Condominium for PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4701 at Page 1834; and

WHEREAS, the Bylaws for PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC. are attached as an exhibit thereto;

WHEREAS, at a duly called and noticed meeting of the membership of PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, held on January 16, 1989 and reconvened on April 3, 1989, the aforementioned Declaration of Condominium and Bylaws were amended pursuant to the provisions of said Declaration and Bylaws.

NOW, THEREFORE, the undersigned hereby certify that the amendment to the Declaration and Articles of Incorporation attached as an exhibit hereto, is a true and correct copy of the amendment as amended by the membership:

AMENDMENTS TO THE BYLAWS FOR PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining; deletions indicated by "---")

- 11.3 INITIAL BYLAWS. These Bylaws (Use and Decorum) hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all unit owners. The unit owners shall, at all times, obey the same and use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said Bylaws are as follows:
- (d) No garbage cans, supplies or other articles, including but not limited to flags and banners, shall be placed on the patios or balconies or common elements, and, subject to the provisions of F.S. 163.04, to the extent applicable, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or any other article, be shaken or hung from any of the windows, doors, stairways, patios or balconies, nor hung outside the Unit, nor exposed to or on any part of the Common Elements or porches within any Unit. The Common elements, Limited Common Elements, and Condominium Property shall be kept free and clear of rubbish, debris and other unsightly material. The American flag is the only flag permitted to be displayed; prior approval must be obtained from the Board before the flag or its holder is affixed to any Common Element. Holiday lights or

decorations may be displayed under the same provision as the American flag.

(i) The parking facilities shall be used in accordance with the regulations adopted by the Association. Association's assignment of parking shall be final. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twelve hours, and no repair, except emergency repair, of vehicles shall be made on the Condominium Property. No commercial vehicle, truck, or recreational vehicle (except drivable recreational vehicles up to 21'5" which may be kept in the project if they are used by the Owner on a daily basis for normal transportation) shall be parked on the Condominium normal transportation) shall be parked on the Condominium Property (this exclusion shall not be deemed to include clean "non-working" commercial vanicles such as pick-up trucks, vans or cars carrying advertising signs). No boat, boat trailer, camper or like vehicle shall be parked, left or stored on the Condomin-

(q) Each Unit Owner shall park his automobile in his assigned space. All parking spaces not assigned may be used by residents and/or guests of the Unit Owners only, except such spaces as may be designated for the temporary parking of delivery vehicles, or vehicles operated by handicapped persons.

WITNESS my signature hereto this 2/ day of 4 1989, at West Palm Beach, Palm Beach County, Florida?

PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC. President STATE OF FLORIDA

COUNTY OF PALM BEACH

I HERELY CERTIFY that on this day before me personally appeared for the foregoing and secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the for himself and not for the other, and that the facts therein stated are truly set forth. stated are truly set forth.

SS.

Dated at West Palm Beach, Palm Beach County, Florida this day of while , 1989.

> ary Public, State Florida at Large

My commission expires:

MOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. APR-19,1992 BONDED THRU GENERAL INS. UND.

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

ETURN TO:
This instrument propered by:
ETHERA P. POCHLIN, ESQ.
West Palm Beach, Florida 33401

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

WHEREAS, the Declaration of Condominium for Pine Ridge North Village IV, A Condominium, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4701 at Page 1834; and

WHEREAS, at a duly called and noticed meeting of the membership of Pine Ridge North Village IV Condominium Association, Inc., a Florida not-for-profit corporation, held on June 5, 1989, the aforementioned Declaration was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment to the Declaration of Condominium, as amended by the membership.

AMENDMENT TO ARTICLE 9(j) OF THE DECLARATION OF CONDOMINIUM FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

(additions indicated by underlining; deletions indicated by "---")

years of age shall be permitted to reside in any Unit, except that such persons under age thirty-five (35) years may be permitted to visit and reside for seasonable periods not to exceed two (2) consecutive months on any one occasion and seventy-five (75) days in any calendar year. To demonstrate an intent by the Association to provide housing for persons 55 years of age or older and inasmuch as Pine Ridge North Village IV was designed as an adult community, it shall be required for all new occupants, as of the effective date of this amendment, that at least one person 55 years of age or older must occupy a unit. Persons under fifty-five (55) years of age and thirty-five years of age or older may reside in any unit, as long as at least one of the occupants is over fifty-five (55) years of age. All persons who are under age fifty-five (55) but age thirty-five (35) or older who are occupants as of the effective date of this amendment may continue to occupy the unit. At least 80% of all units must be occupied by at least one person over age 55 unless the Board of Directors determines, on a case by case basis, that a hardship exists which justifies occupancy by person(s) under age 55. This article applies only to occupancy. Nothing herein shall prevent ownership of a unit by a person under age 55.

WITNESS my signature hereto this /2 day of like 1989, at West Palm Beach, Palm Beach County, Florida.

PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC.

By: The Authorise Addition Attest: President

Witness Secretary

RETURN TO: 191093
This Instrument prepared by:

DEBRA P. ROCHLIN, ESQ.

BECAR, FOLIAKOFF & STREITFELD, P.A.

Salinotions Building

450 Australian Avenue South, Suite 720

West Palm Beach, Florida 33401

JUN-J0-1989 01:13pm 89-185519 ORB 6115 Ps 1096

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

WHEREAS, the Declaration of Condominium for Pine Ridge North Village IV, A Condominium, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4701 at Page 1834; and

WHEREAS, at a duly called and noticed meeting of the membership of Pine Ridge North Village IV Condominium Association, Inc., a Florida not-for-profit corporation, held on June 5, 1989, the aforementioned Declaration was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment to the Declaration of Condominium, as amended by the membership.

AMENDMENT TO ARTICLE 9(j) OF THE DECLARATION OF CONDOMINIUM FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

(additions indicated by underlining;
 deletions indicated by "---")

(j) CHILDREN: RESIDENTS. No person under thirty-five (35) years of age shall be permitted to reside in any Unit, except that such persons under age thirty-five (35) years may be permitted to visit and reside for seasonable periods not to exceed two (2) consecutive months on any one occasion and seventy-five (75) days in any calendar year. To demonstrate an intent by the Association to provide housing for persons 55 years of age or older and inasmuch as Pine Ridge North Village IV was designed as an adult community, it shall be required for all new occupants, as of the effective date of this amendment, that at least one person 55 years of age or older must occupy a unit. Persons under fifty-five (55) years of age and thirty-five years of age or older may reside in any unit, as long as at least one of the occupants is over fifty-five (55) years of age. All persons who are under age fifty-five (55) but age thirty-five (35) or older who are occupants as of the effective date of this amendment may continue to occupy the unit. At least 80% of all units must be occupied by at least one person over age 55 unless the Board of Directors determines, on a case by case basis, that a hardship exists which justifies occupancy by person(s) under age 55. This article applies only to occupancy. Nothing herein shall prevent ownership of a unit by a person under age 55.

WITNESS my signature hereto this 12 day of 1989, at West Palm Beach, Palm Beach County, Florida.

	CONDOMINIUM ASSOCIATI	
٠	By: 165 4) (12	sunte
1100.		President
Ullum	Attest: Jerry	Dunniers
		Secretary

RECORDER'S MEMO: Legibility of Writing. Typing or Printing unsatisfactory in this document when received.

Witness

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

appeared form that on this day before me personally president and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at West Palm Beach,

Palm Beach County, Florida this

ONG

Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AY COMMISSION EXP. APR.19,1992 BONDED THRU GENERAL INS. UND.

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

This instrument was prepared by: RENNETH S. DIREKTOR, ESQUIRE, Becker & Poliakoff, P.A. 500 Australian Avenue South 9th Floor West Palm Beach, FL 33401

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM
AND THE BY-LAWS FOR
PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium for Pine Ridge North Village IV, a Condominium, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4701 at Page 1834; and

WHEREAS, the By-Laws for Pine Ridge North Village IV Condominium Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Pine Ridge North Village IV Condominium Association, Inc., a Florida not-for-profit corporation, held on May 19, 1997, the aforementioned Declaration of Condominium and By-Laws were amended pursuant to the provisions of said Declaration and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration and By-Laws are true and correct copies of the amendments as amended by the membership:

AMENDMENT TO SECTION 13.4(a) OF THE DECLARATION OF CONDOMINIUM FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

13.4 COVERAGE. The following coverage shall be obtained by the Association:

a. The buildings (as defined in F.E. 718.111[9][b]) and all other insurable improvements upon the land, including all of the Units, excluding any of the contents of the Units and further excluding all floor coverings, wall coverings and ceiling coverings within the units, and further excluding any electrical fixtures, appliances, air-conditioning and heating equipment, water heaters and built-in cabinets within the Units which the Unit owners are obligated to repair or replace, as originally constructed, furnished and equipped by the Sponsor Common Elements, Limited Common Elements, and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of the excavations and foundations) as determined annually by the Association in consultation with the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement, together with all other perils customarily covered with respect to condominiums similar to this, including the standard "all risk" endorsement, where such is available.

OF THE DECLARATION OF CONDOMINIUM FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

13.5 INSURANCE TRUSTEE. All insurance policies purchased in accordance with Paragraph 13.4a shall provide that all proceeds payable to the Association as a result of any insured loss, except those specifically herein excluded, shall be paid to a bank doing business in the County in which the condominium is located and having trust powers which shall be designated from time to time by the Association as Insurance Trustee, whose appointment is subject to the reasonable approval by the Institutional Mortgagee holding the greatest dollar amount of the first mortgages on the Units. In the alternative, the Association shall have the power authority, through its Board of Directors, to appoint the Association as the Insurance Trustee, in which case all insurance proceeds shall be paid to the Association. The Insurance Trustee, if other than the Association, shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or contact of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:...

AMENDMENT TO SECTION 13.6 OF THE DECLARATION OF CONDOMINIUM FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

13.6 DISTRIBUTION OF PROCEEDS. Proceeds if insurance policies received by the Insurance Trustee shall be distributed to, as for the benefit of, the Unit Owners (after first paying or making provision for payment of the expenses, including a reasonable fee for services rendered, of the Insurance Trustee if other than the Association) in the following manner:

AMENDMENT TO SECTION 14.2 OF THE DECLARATION OF CONDOMINIUM FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

14.2 UNIT OWNER'S GENERAL LIABILITY. Except as herein specified to the contrary, all assessments levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentage of the undivided shares in the ownership of the Common Elements without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the Limited Common Elements. Should the Association be the owner of any Units(s), the assessment, which would otherwise be due and payable to the Association by the Owner of such Unit(s), shall ne a Common Expense. Sponsor's liability shall be as specified in Paragraph 7 hereof. A unit owner, regardless of how his title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he is the owner and is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. The liability of a first Mortgagee or its successors or assigns to acquire title to a Unit by foreclosure or by Deed in Lieu of Foreclosure for unpaid assessments which became due prior to the Mortgagee's acquisition of title is limited to the Lessor of the unpaid common expenses and regular periodic assessments attributable to the Unit which accrued or came due during the six (6) months immediately preceding the acquisition of title for which payment in full has not been received by the Association or one (1) percent of the original mortgage debt. The provisions of this paragraph limiting the liability of a first Mortgagee shall not apply unless the first Mortgagee joined the Association as a Defendant in the foreclosure

action, unless, on the date the foreclosure action was filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was know or reasonable discoverable by the Mortgagee. The limited liability for first Mortgagees, set forth hereinabove, shall not apply if the Association recorded a Claim of Lien prior to the recordation of the first mortgage. Furthermore, the provisions of the paragraph limiting the liability of the first Mortgagee shall not apply to any other Purchaser at a foreclosure sale in connection with the first mortgage nor to any other Mortgagee other than a first Mortgagee nor to any other person, persons, entity or entities which acquire title as a result of any foreclosure action.

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AMENDMENT TO SECTION 14.7 OF THE DECLARATION OF CONDOMINIUM FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

14.7 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for an excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.9 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged in the State of Florida. Additionally, the Association shall be entitled to levy an administrative late fee not to exceed the greater of twenty-five (\$25.00) dollars or five (5) percent of each installment of each assessment for each delinquent installment for which payment is late against the defaulting Unit Owner. In the event that any Unit Owner is in default in payment of any assessments or installments thereof, owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorney's fees and all costs.

AMENDMENT TO SECTION 14.9 OF THE DECLARATION OF CONDOMINIUM FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

14.9 LIEN. The Association has a lien upon each Condominium Unit, together with lien on all tangible property located within said Unit (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of monies from each Unit owner for which he is liable to the Association, including all assessments, whether regular or special assessments, including those which are past due at the time the claim of lien is recorded as well as those which come due up to the time a Certificate of Title is issued, interest, late charges, costs and reasonable attorney's fees, as well as and expenses provided for in this Declaration and sums advanced on behalf of the Unit Owner in payment of his obligations as set forth in the Condominium Documents and reasonable attorney's fees incurred as an incident to the enforcement if said lien (including those which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure). The lien granted to Association may be foreclosed as provided in the Condominium Act. The lien granted to the Association shall further secure such advances for taxes and payments on accounts if Institutional Mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien. The lien shall be effective base priority and he collected as provided by shall be effective, have priority, and be collected as provided by the Condominium Act, as same currently exists and as same may be amended from time to time unless, by the provision of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association. No lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court

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AMENDMENT TO SECTION 14.10 OF THE DECLARATION OF CONDOMINIUM FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

14.10 PROVISO: In the event that any person or Institutional First Mortgage shall acquire title to any Unit by virtue of either purchase at the public sale resulting from the first mortgagees, or a deed in lieu thereof, such acquiror of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments attributable to the Condeminium Unit or chargeable to the former Unit Owner of the Unit which became due prior to the acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the forcelesed mertgage: The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquiror and his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Following said acquisition, all Unit owners of any nature, including, without limitation a purchaser at a judicial sale or Institutional Mortgagee, shall be liable for all assessments coming due while he is the Unit Owner.

AMENDMENT TO SECTION 14.12 OF THE DECLARATION OF CONDOMINIUM FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

14.2 NO OCCUPANCY UNTIL ASSESSMENTS PAID. Except as provided in subsection (6) of F.S. 718.116, the Grantee shall be jointly and severally liable with the grantor made prior to the time of such transfer of title. Any person who acquires an interest in a unit, except through forcelesure of a first mortgage or by deed in lieu thereof, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of such Unit until; such time as all unpaid assessments and all court cots and attorney's fees, if any, incurred on account thereof and due and owing by the former Unit Owner, have been paid in full.

AMENDMENT TO BY-LAWS FOR PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC.

(Additions shown by "underling" and deletions shown by "strikeout")

4.1 MANAGEMENT OF THE ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) sensisting of not less than five (5) nor more than nine (9) persons, the number to be determined in accordance with the provisions of the Articles. After the election of all the Directors by the Residential Unit Owners, The Directors shall serve such terms (not to exceed two years) as deemed appropriate by the membership. Each Board Member elected will serve a two (2) year term. Terms of the Directors will be staggered. Accordingly, after the election of Board Members in 1998, the candidates receiving the greatest number of votes (the top three (3) vote getters in the event the Board is composed of five (5) or six (6) members, the top four (4) vote getters in the event the Board is composed of nine (9) weembers) will serve a two (2) year term. The balance of the Board

ORB 9833 Pa 800

DOROTHY H. WILKEN: CLERK FB COUNTY, FL will serve a one (1) year term and those seats will be up for reelection the following year, at which time those elected to those seats will serve a two (2) year term. If there is not a contested election of Board members in 1998, the two year staggered terms provided for herein shall not go into effect until such time as there is a contested election for the Board of Directors.

WITNESS my signature hereto this 2 day of Jone 1997, at West Palm Beach, Palm Beach County, Florida.

PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC. pococo tness President (PRINT NAME) Attest: (PRINT NAME) STATE OF FLORIDA COUNTY OF PALM BEACH The foregoing instrument was acknowledged before me this 200 day of JUNE 1997, by CARMINE RAPPOCCIO RITA DREM , as PRESIDENT PITA OREM , as PRESIDENT and SECRETARY , respectively, of Pine Ridge North Village IV Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____identification and did take an oath. (Signature)

PAWLEY

Notary Public, State of Florida at Large

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PINE M BRAWLEY

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(Print Name)

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STANLEY/MERIDIAN SURVEYING & MAPPING, INC.



LEGAL DESCRIPTION PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM PHASE XXVII

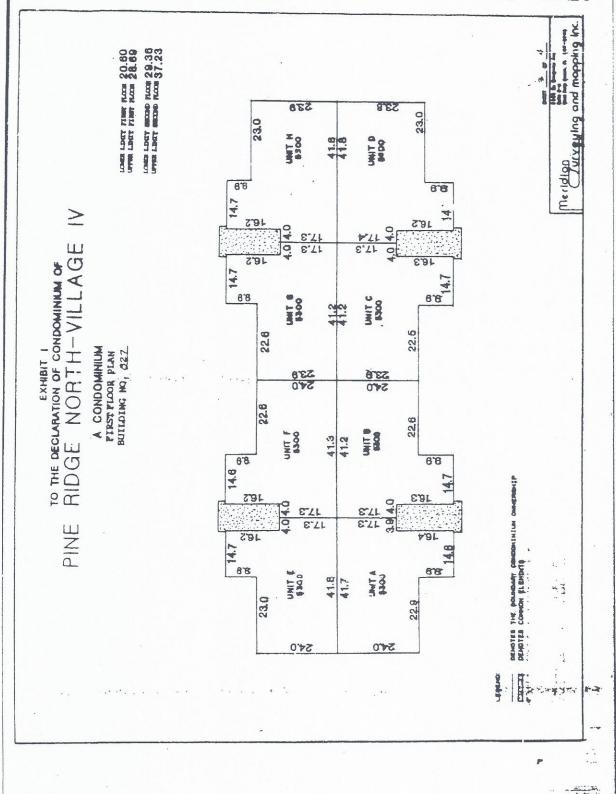
A PARCEL OF LAND BEING A PORTION OF PINE RIDGE NORTH - VILLAGE IV, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51 AT PAGES 81 THROUGH 83 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HORE PARTICLEARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 44 SOUTH, RANGE 42 EAST, THENCE NO2°20'34°E, ALONG THE CENTERLINE OF SHERHOOD FOREST BOULLEVARD, A DISTANCE OF 267.68 FEET; THENCE N87°3S'26°H A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

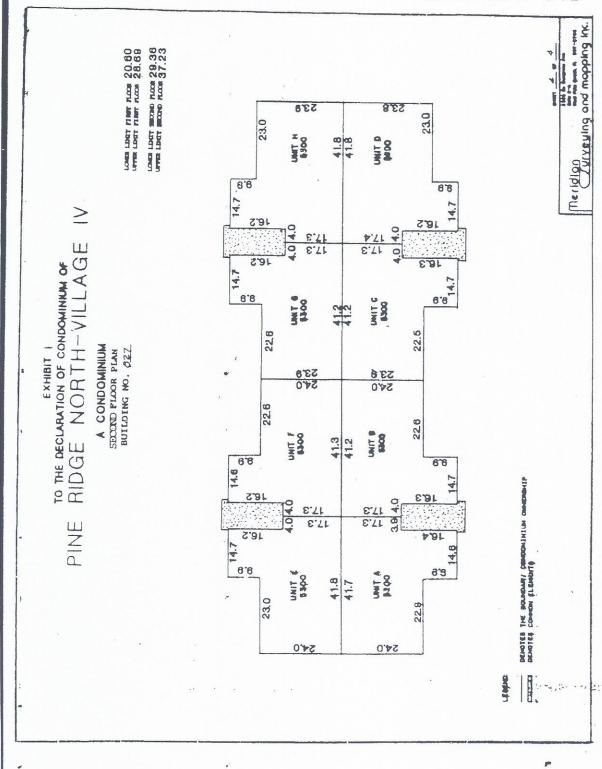
FROM THE POINT OF BEGINNING; THENCE N89°32'07°N A DISTANCE OF 66.31 FEET; THENCE N00°27'63°E A DISTANCE OF 136.36 FEFT; THENCE N89°32'07°N A DISTANCE OF 96.66 FEET; THENCE N01°48'17°N A DISTANCE OF 194.80 FEET TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 80.00 FEET FROM MHICH A RADIAL LINE BEARS \$88°13'43"N; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 12°28'10°, A DISTANCE OF 17.36 FEET; THENCE \$86°08'18'E A DISTANCE OF 117.30 FEET; THENCE \$86°57'09°E A DISTANCE OF 66.10 FEET; THENCE \$02°20'34"N A DISTANCE OF 337.24 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.03433 ACRES, MORE OR LESS.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.



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PINE RIDGE NORTH VILLAGE IV

As phases are added to the Condominium each unit's percentage of undivided interest in Common Elements shall be as follows:

MODEL TYPES	BUILDING NUMBERS	NO. OF UNITS	SQUARE FOOTAGE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
Phases IV, Villa	VIII and III (20 units) 804, 808, 803	20	1370	5.0000
Phases IV, Villa	VIII, III, VII and IX (30 804, 808, 803, 807, 809	5 units) 36	1370	2.7778
Phases IV, 5300 Villa	VIII, III, VII, IX, I and 801, 802 204, 808, 803, 807, 809	32	units) 1111 1370	1.3090
Phases IV, 5300 Villa	VIII, III, VII, IX, I, II 801, 802, 805 804, 808, 803, 807, 809, 816	48	1111	nits) .9779 1.2059
Phases IV, 5300 Villa		48	1111	(100 units) .8919 1.0998
	VIII, III, VII, IX, I, II (140 units)	, V, XVI	, XVII, X	and VI
220 5300			1064 1111	.6231 .6507
5600 Villa	1/2 810		1468 1370	.8598 .8024
Phases IV, XIV (172 ur	VIII, IJI, VII, IX, I, II	, V, XVI	, xvii, x	, VI, XIII and
2 ₂ 0 5300	806 801, 802, 805, 1/2 810, 1/2 813, 1/2 814		1064	.5010 .5241
5600		24	1468	.6925
Villa	804, 808, 803, 807, 809, 816, 817	52	1370	.6462
PHASES IV,	VIII, III, VII, IX, I, II XI, XXIII and XV (224 u		, XVII, X	, VI, XIII, XIV,
220 5300	806, 811 801, 802, 805, 1/2 810, 1/2 813, 1/2 814, 3/4 815		1064	. 3894
5600	1/2 814, 3/4 813 1/2 810, 1/2 813, 1/2 814, 1/4 815	28	1468	.5375
Villa		6 4	1370 .	.5015
Phases IV, XIII, XIV,	VIII, III, VII, IX, I, II XI, XX, XXIII, XV, and XII (2	, V, XVI 48 Units	, XVII, X	, VI,
220 5300			1064	.3562

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MODEL TYPES	BUI LDING NUMBERS	NO. OF	SQUARE FOOTAGE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
Phases IV, XIII, XIV,	VIII, III, VII, IX, I, I XI, XXIII, XV, and XII	II, V, XV (248 Unit	I, XVII, s) (conti	X, VI, nued)
5600	1/2 810, 1/2 813 1/2 814, 1/4 815	28	1468	.4914
Villa	804, 808, 803, 807, 809, 816, 817, 823	64	1370	.4586
Phases IV, XIII, XIV,	VIII, III, VII, IX, I, I XI, XXIII, XV, XII and X	I, V, XV. (XIV (264	I, XVII, Units)	x, vi,
220 5300	806, 811, 812 801, 802, 805, 1/2 810, 1/2 813 1/2 814, 3/4 815	72 96	1064 1111	.3348
5600	3/4 824 1/2 810, 1/2 813 1/2 814, 1/4 815, 1/4 824	32	1468	.4619
Villa		6 4	1370	.4308
Phases IV, XIII, XIV,	VIII, III, VII, IX, I, I XI, XXIII, XV, XII, XXIV	I, V, XVI	(280 Uni	X, VI,
5300	806, 811, 812 801, 802, 805, 1/2 810, 1/2 813 1/2 814, 3/4 815	72 104	1064	.3142
5600	3/4 824, 1/2 820 1/2 810, 1/2 813 1/2 814, 1/4 815, 1/4 824, 1/2 820	40	1468	.4336
Villa	804, 808, 803, 807, 809, 816, 817, 823	64	1370	.4047
Phases IV, XIII, XIV,	VIII, III, VII, IX, I, I XI, XXIII, XV, XII, XXIV	I, V, XVI , XX, and	, XVII,) XXV (296	(, VI, () Units)
220 5300	806, 311, 812 801, 802, 805, 1/2 810, 1/2 813 1/2 814, 3/4 815 3/4 824, 1/2 820, 3/4 825	72 116	1064 1111	.2973
5600	1/2 810, 1/2 813, 1/2 814, 1/4 815, 1/4 824, 1/2 820,	4 4	1468	.4103
Villa	1/4 825 804, 808, 803, 807, 809, 816, 817, 823	64	1370	.3830
Phases IV, XIII, XIV,	VIII, III, VII, IX, I, I XI, XXIII, XV, XII, XXIV	I, V, XVI , XX, XXV	and XVII,	K, VI, II (312 Units)
220 5300	806, 811, 812 801, 802, 905, 1/2 810, 1/2 813 1/2 814, 3/4 815 3/4 824, 1/2 820, 3/4 825, 818	72 132	1064	.2832
5600	1/2 810, 1/2 813, 1/2 814, 1/4 815, 1/4 824, 1/2 820,	4.4	1468	.3910
Villa	1/4 825 804, 808, 803, 807, 809, 816, 817, 823	64	1370	.3650
			0 /20 /07	11. 3 16.17.22

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MODEL TYPES	BUILDING NUMBERS	NO. OF	SQUARE FOOTAGE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
Phases IV VI	II, III, VII, IX, I, I , XXIII, XV, XII, XXIV	I, V, XV , XX, XX	I, XVII, V, XVIII	X, VI, and XXI
220 5300	806, 811, 812 801, 802, 805, 1/2 810, 1/2 813 1/2 814, 3/4 815 3/4 824, 1/2 820,	72 148	1064 1111	.2705
5600	3/4 825, 818, 821 1/2 810, 1/2 813, 1/2 814, 1/4 815, 1/4 824, 1/2 820,	44	1468	.3731
Villa	1/4 825 804, 808, 803, 807, 809, 816, 817, 823	64	1370	.3484
Phases IV, VI XIII, XIV, XI (344 Units)	II, III, VII, IX, I, I , XXIII, XV, XII, XXI	(I, V, X) (I, XX, X)	VI, XVII, KV, XVIII	X, VI, , XXI and XXII
220 5300	806, 811, 812 801, 802, 805, 1/2 810, 1/2 813 1/2 814, 3/4 815 3/4 824, 1/2 820, 3/4 825, 818, 821,	72 164	1064	.2588
5600	822 1/2 810, 1/2 813, 1/2 814, 1/4 815, 1/4 824, 1/2 820,	44	1468	.3571
Villa	1/4 825 804, 808, 803, 807, 809, 816, 817, 823	64	1370	.3332
Phases IV, V XIII, XIV, X XIX (368 Units)	III, III, VII, IX, I, I, XXIII, XV, XII, XXI	II, V, X V, XX, X	,	
220 5300	806, 811, 312, 819 801, 802, 805, 1/2 810, 1/2 813 1/2 814, 3/4 815 3/4 824, 1/2 820, 3/4 825, 818, 821,	96 164	1064	.2438
5600	822 1/2 810, 1/2 813, 1/2 814, 1/4 815, 1/4 824, 1/2 820,	4.4	1468	.3363
Villa	1/4 825 804, 808, 803, 807, 809, 816, 817, 823	64	1370	.3137

220	806, 811, 812, 819	96	1064	. 2327
5300	801, 802, 805, 1/2 810, 1/2 813	172	1111	.2430
	1/2 814, 3/4 815			
	3/4 824, 1/2 820,			
	3/4 825, 818, 821, 822, 1/2 826			
5600	1/2 810, 1/2 813,	52	1468	.3211
	1/2 814, 1/4 815, 1/4 824, 1/2 820,			
Villa	1/4 825, 1/2 826			
VIIId	804, 808, 803, 807, 809, 816, 817, 823	64	1370	. 2995

220	806, 811, 812, 819	96	1064	. 2241
5300	801, 802, 805,	188	1111	. 2338
	1/2 810, 1/2 813			
	1/2 814, 3/4 815			
	3/4 824, 1/2 820,			
	3/4 825, 818, 821,			
	822, 1/2 826, 827			
5600	1/2 810, 1/2 813,	52	1468	.3090
	1/2 814, 1/4 815,			
	1/4 824, 1/2 820,			
	1/4 825, 1/2 826			
Villa	804, 808, 803, 807,	64	1370	. 2885
	809, 816, 817, 823			

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

AMENDMENT NO. 1 TO DECLARATION OF CONDOMINIUM

FOR_PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

ADDING PHASE(S) VII and IX

whereas, hovnanian of palm beach vi, inc. (hereinafter referred to as "Sponsor"), desires to submit to Condominium Ownership additional phase(s) to the Condominium, the name of which appears in the title of this document (hereinafter referred to as the "Condominium"), pursuant to the provisions of Section 718.403, florida Statutes, and to the provisions of the Declaration of Condominium for the Condominium recorded in Official Record Book 4701 , page 1834 , Public Records of Palm Beach County, Florida, (hereinafter referred to as the "Declaration", reference to which also includes reference to any prior amendments thereto as set forth on EXHIBIT 1 hereof); and,

WHEREAS, Sponsor is the owner of record in fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the survey exhibit(s) attached hereto as EXHIBIT(S) 2 and 3, which are incorporated herein by reference; and,

Now, therefore, Sponsor does hereby state and declare that the real property described on the survey exhibit(s) attached hereto as EXHIBIT(S) -2 and 3, together with improvements thereon, are hereby submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718), as follows:

- adding thereto the Surveyor's Certificate(s) and survey exhibit(s) attached to this instrument as Exhibit(s) 2 and 3 , thereby subjecting the real property described on Exhibit(s) 2 and 3 , thereby fereto to all the provisions of the Declaration and all exhibits attached thereto, which shall be binding upon all Owners of the Condominium Units upon said real property. Said provisions are enforceable, equitable servitudes running with said real property and existing in perpetuity until the Declaration is revoked and the Condominium is terminated as provided in the Declaration.
- 2. The real property described in Exhibit(s) $\frac{2 \text{ and } 3}{3}$, hereto is subject to such easements, restrictions, reservations and rights-of-way of record, together with all provisions of the Declaration and exhibits attached thereto.
- grant, devise, or mortgage, as to any interest in the real property described in Exhibit(s) 2 and 3, hereto, all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof and by the Declaration and all exhibits thereto. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit set forth on Exhibit(s) 2 and 3 to this instrument.
- 4. Exhibit(s) 2 and 3 , to this instrument are survey(s) of the land, graphic description, and plot plan(s) of the improvements constituting the phase(s) added to the Condominium as indicated in the title of this instrument, identifying the Units, Common Elements, and Limited Common Elements, and their relative locations and approximate dimensions.

This Instrument Prepared by and Record and Return to:
GARY L. KORNFELD, ESW.
Levy, Shapiro & Kneen, P.A.
Suite 500, Tower A, Forum III
1675 Palm Beach Lakes Boulevard
West Palm Beach, Florida 33401

10/29/85:22:22

2 and 3 , hereto by a Each Unit is identified on Exhibit(s) specific number. No unit bears the same number as any other Unit. The parking spaces are delineated thereon.

5. In accordance with the provisions of the Declaration, the percentage of ownership of undivided interests in the Common Elements appurtenant to all Units in the Condominium are hereby changed to reflect the submission of these and all prior phase(s) as applicated on Exhibit. reflected on Exhibit 4 attached hereto.

IN WITNESS WHEREOF, the party hereto has set its hand and seal this 19thday of November , 1985.

Signed, Sealed and Delivered in our Presence:

FRANK J. STEWATZ, Senior Vice President

ATTEST:

JUNES

(CORPORATE SEAL!)

STATE OF FLURIDA

COUNTY OF PALM BEACH

Before me personally appeared FRANK J. STEINIIZ and CARULYN Before me personally appeared FRANK J. STEINIIZ and CARULYN S. JONES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Senior Vice President and Asset. Secretary of HOVNANIAN OF PALM BEACH VI, INC., and severally acknowledged to and before me that they executed such instrument as such Senior Vice President and Asset. Secretary, respectively, 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 regular corporate authority, and that said instrument is the free act and deed of said corporation.

)55.

WITNESS my hand and official seal this 19th day of November 1985.

> NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

(NGTARIAL

The following are the amendments to the Declaration of Condominium to which this instrument refers, which have been recorded in the Public Records of Palm Beach County, Florida, prior to the recording of this instrument:

NONE

EXHIBIT 1
TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF PLORIDA, HERBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 807 OF PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED PROM THESE MATERIALS, FURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT PACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

GENERAL NOTATIONS:

- ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACHED SURVEYS.
- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

WESLEY B NAS PROFESSIONAL AND SURVEYOR FLORIDA CERTIFICATE NO. 3708

- 7,1

11/07/85 DATE

SHEET 1 OF 10

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

Meridian

2328 So. Congress Ave. Suite 2-A West Palm Beach, FL 33406 (305) 987-5600 1310 W. Coloniai Dr. Sulta 12 Orlando, FL 32804 ~(305) 422-4655

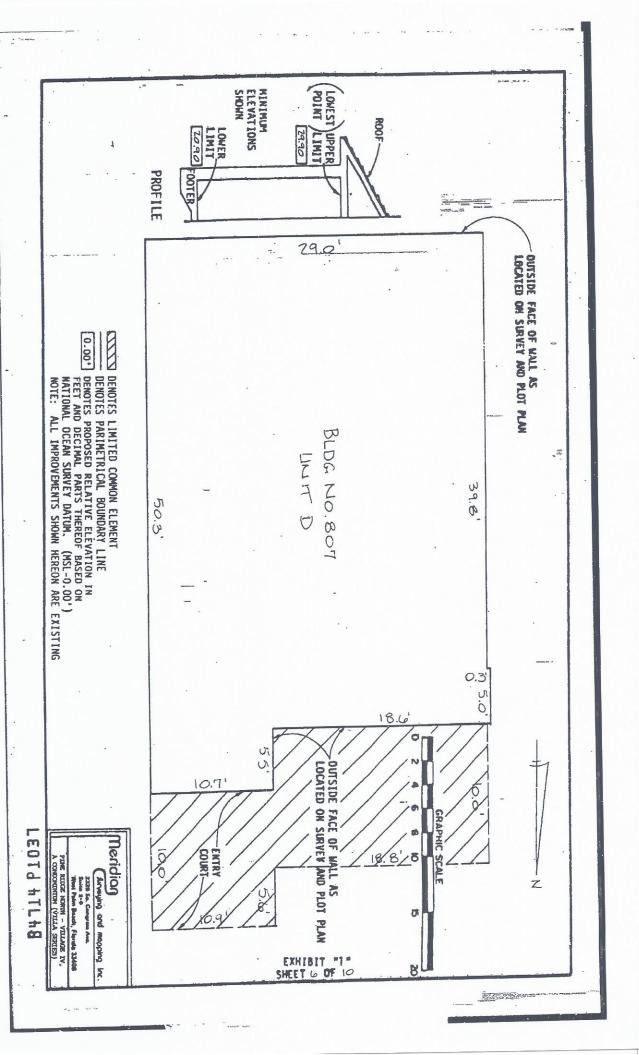
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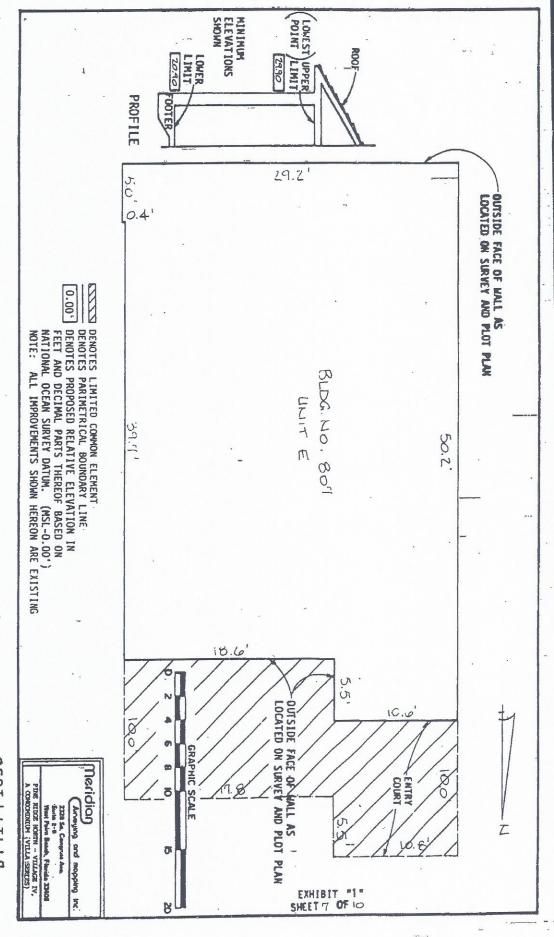
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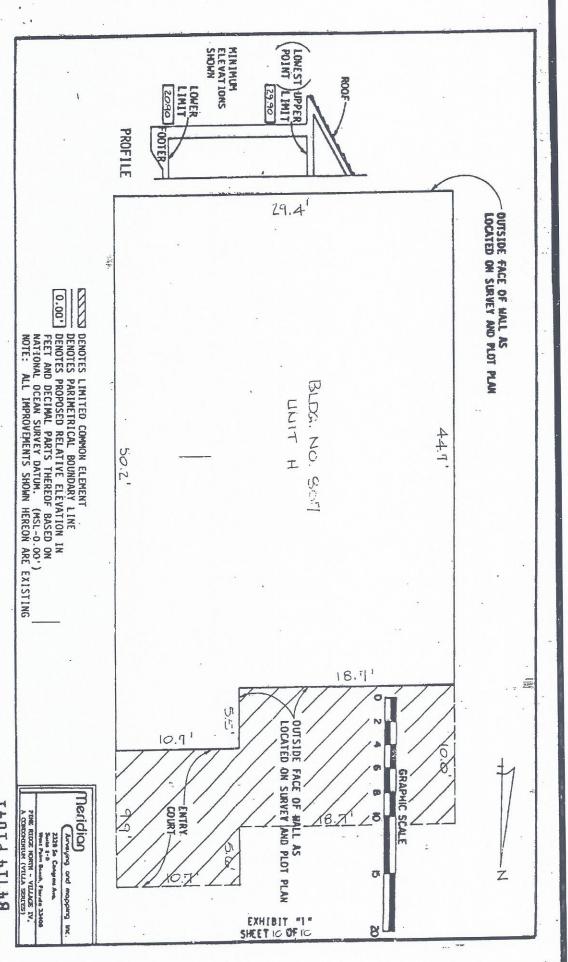
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PINE RIDGE NORTH - VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 809 OF PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT FACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

GENERAL NOTATIONS:

- ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEFT.
- ALL LIMITED COMMON ELEMENTS ARE NOT REPLECTED IN THE ATTRACHED SURVEYS.
- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

WESLEY T. HAS PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708 11/07/85 DATE

SHEET 1 OF 10

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

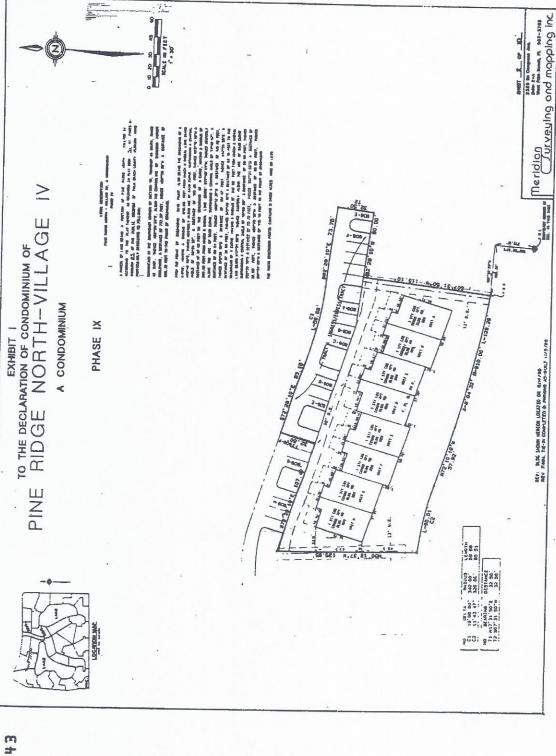
Meridian

2328 So. Congress Ave. Suite 2-A West Paim Beach, FL 33406 (305) 967-5600 1310 W. Colonial Dr. Suite 12 Orlando, FL 32804 (305) 422-4655

Jurveying and mapping inc

EXHIBIT NO. "3" TO AMENDMENT NO. "1"

SHOTH PIONE



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BHJIH PIOHH

BYTTY PLOYS

BHJIH P1048

BHJIH PIOHS

BYTIY P105

PINE RIDGE NORTH VILLAGE IV

As phases are added to the Condominium each unit's percentage of undivided interest in Common Elements shall be as follows:

MODEL TYPES	BUILDING NUMBERS	NO. OF UNITS	SQUARE FOOTAGE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
I. Phase IV Villa	, VIII and III (20 units) 804, 808, 803	20	1370	5.0000
II. Phase IV Villa	, VIII, III, VII and IX (36 804, 808, 803, 807, 809		1370	2,7778

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

P181

4EL48

AUDING PHASE(S) I and II

WHEREAS, HOVNANIAN OF PALM BEACH VI, INC. (hereinafter referred to as "Sponsor"), desires to submit to Condominium Ownership additional phase(s) to the Condominium, the name of which appears in the title of this document (hereinafter referred to as the "Condominium"), pursuant to the provisions of Section 718.403, Florida Statutes, and to the provisions of the Declaration of Condominium for the Condominium recorded in Official Record Book 4701, page 1834, Public Records of Palm Beach County, Florida, (hereinafter referred to as the "Declaration", reference to which also includes reference to any prior amendments thereto as set forth on EXHIBIT 1 hereof); and,

WHEREAS, Sponsor is the owner of record in fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the survey exhibit(s) attached hereto as EXHIBIT(S) 2 and 3, which are incorporated herein by reference; and,

Now, therefore, Sponsor does hereby state and declare that the real property described on the survey exhibit(s) attached hereto as EXHIBIT(S) 2 and 3 , together with improvements thereon, are hereby submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718), as follows:

- 1. Exhibit 1 to the Declaration is hereby amended by adding thereto the Surveyor's Certificate(s) and survey exhibit(s) attached to this instrument as Exhibit(s) 2 and 3, thereby subjecting the real property described on Exhibit(s) 2 and 3, hereto to all the provisions of the Declaration and all exhibits attached thereto, which shall be binding upon all Owners of the Condominium Units upon said real property. Said provisions are enforceable, equitable servitudes running with said real property and existing in perpetuity until the Declaration is revoked and the Condominium is terminated as provided in the Declaration.
- 2. The real property described in Exhibit(s) 2 and 3, hereto is subject to such easements, restrictions, reservations and rights-of-way of record, together with all provisions of the Declaration and exhibits attached thereto.
 - grant, devise, or mortgage, as to any interest in the real property described in Exhibit(s) 2 and 3, hereto, all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof and by the Declaration and all exhibits thereto. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit set forth on Exhibit(s) 2 and 3 to this instrument.
 - 4. Exhibit(s) $\underline{2}$ and $\underline{3}$, to this instrument are survey(s) of the land, graphic description, and plot plan(s) of the improvements constituting the phase(s) added to the Londominium as indicated in the title of this instrument, identifying the Units, Common Elements, and Limited Common Elements, and their relative locations and approximate dimensions.

This Instrument Prepared by and Record and Return to:

GARY L. KORNFELD, ESW.

Levy, Shapiro & Kneen, P.A.

Suite 500, Tower A, Forum III

1675 Palm Beach Lakes Boulevard

West Palm Beach, Florida 33401

2084a/0084a

10/29/85:22:24

Each Unit is identified on Exhibit(s) 2 and 3, hereto by a specific number. No unit bears the same number as any other Unit. The parking spaces are deliberted the same number as any other Unit. The parking spaces are delineated thereon.

the percentage of ownership of undivided interests in the Common Elements apportenant to all Units in the Condominium are hereby changed to reflect the submission of these and all prior phase(s) as reflected on Exhibit 4 attached hereto.

IN WITNESS WHEREOF, the party hereto has set its hand and seal this 13th day of December , 1985.

Signed, Sealed and Delivered in our Presence:

Senior Vice President

ATTEST:

JONES

(CORPORATE SEAL

STATE OF FLURIDA

)ss.

COUNTY OF PALM BEACH

Before me personally appeared FRANK J. STEINITZ and CAROLYN S. JONES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Senior Vice President and Secretary of HDVNANIAN OF PALM BEACH VI, INC., and severally acknowledged to and before me that they executed such instrument as such Senior Vice President and Secretary, respectively, 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. act and deed of said corporation.

WITNESS my hand and official seal this 13th day of December

1985.

. 15 6

January

PUBLIC, Propa State of Florida at Large

(NOTAR PAL SEAL)

My Commission Expires:

B4734

19,110

Sale.

 Amendment No. 1 to Decimention of Condominium. Submitting Phases VII and IN to condominium ownership, recorded in Official Record Book 4714 at Page 1029, Public Records of Palm Beach County, Florida.

B4734 P1875

PINE RIDGE MORTH - VILLAGE IV

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LANS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTRUCTION GENERALLY COMPLETE SO THAT THE ATTRIBUTED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE COMBONIBIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMBON ELEMENTS AND OF EACH UNIT CAM BE DETERMINED FROM THESE MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS INECUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

GENERAL NOTATIONS:

Beda extension to the control of

- 1 ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- ALL LIMITED COMMON ELEMENTS ARE NOT REPLECTED IN THE ATTACHED SURVEYS.
- 2 DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708 12/04/85 DATE

SHEET 1 OF 4

RECORDER'S MEMO: Logibility of Writing, Typing or Printing unsatisfactory in this document when received.

Meridian

2328 So. Congress Ave. Suite 2-A West Palm Beach, FL 33406 (305) 987-5600

1310 W. Colonial Dr Suite 12 Orlando, FL 32804 (305) 422-4655

Jurveying and mapping inc.

EXHIBIT NO. "2" TO AMENDMENT NO. "2"

HT34 PI876

PINE TO THE DECLARATION OF CONDOMINIUM OF RIDGE NORTH-VILLAGE INTERPOLATION OF THE PROPERTY A CONDOMINUM PHASE < And the state of t Meridion hamman ner-real fury author ond mapping inc. If the employed describe the transport of the transport o B4134 P1877 0

TOTAL DENOTES THE BOLLBARY COMMONSTANCES COMMON-ELEMENTS CERTAIN 24.0 24.0 1300 E-1. PINE RIDGE NORTH-VILLAGE 4 4.6 1 6 175 A COMPOMINIUM PIRST MOOR PLAN 127 24.0 200 24.0 72.11 9.8° 41.3 7.0 4 < 17.5 40 3 98' 14.7.9 LOWER LIMIT FIRST FLOOR
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UPPER LIMIT SECOND FLOOR Meridian Limited in the Chinesian and mapping inc 5300 PO TINU 417 41.7 BH134 PI818 23.0 73.0 MIT 3 0 4 24.0 RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

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ZZZ OCHOTES A LIMITED COMMON ENDHOST DENGTES THE BOUNDARY CO. 74.0 24.0 SACO PINE RIDGE NORTH-VILLAGE 五五 District Cuttle State 6. 17.5 115' 14.3 2-1 THMU 413 SECOND FLOOR PLAN BUILDING NO. SOI A COMPONINIUM 240 24.0 41.3 4.3 A. 175 < LOWER CHAIL SEGRED STORE 34 THE PART CHAIL SEGRED SEGRED ST. THE PART CHAIL SEGRED SEGRED ST. THE PART CHAIL SEGRED SEGRE Meridian Land mopping inc 3.00 S.H. DHIT 0-2 417 417 BH134 PIB19 23.0 23.C WIII A or A RECORDERS MEMO: Logisticy of Writing, Typing or Printing unsatisfactory in this document 4

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A COMPONINION IN BIRE RIDGE HORSE - VILLAGE IV

I, MESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LANS OF THE STATE OF FLORIDA, MERCENY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTRUCTION BUILDING NO. 802 OF PIME RIDGE MORTH - VILLAGE IV, A CONDOMINUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTRICED SURVEY, PLOT FLAN, AND GRAPHIC DESCRIPTION OF THE ROPERTY PRESENTS AN ACCURATE DESCLARATION DESCRIBING THE COMDOMINUM PROPERTY PRESENTS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAM BE DESCRIBED FROM THESE INSTRUMES, FURTHER, ALL PLANNED IMPROVEMENTS ENCURING, NOT MOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT FACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY

GENERAL NOTATIONS:

- ELEVATIONS SHOWN HEREON REPER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACHED SURVEYS.
- 3. Dimensions and elevations as shown hereon are subject to \mathbb{K}^2 , moreol construction tolerances.

WESLEY E. BARS
PROFESSIONAL LAND SURVEYOR
PLORIDA CERFETICATE NO. 3708

12/04/85 DATE

SHEET 1 OF 4

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2328 So. Congress Ave. Suite 2-Å West Paim Beach, FL 33406 (305) 967-5600 1310 W. Colonial Dr Suite 12 Oriando, FL 32804 (305) 422-4655

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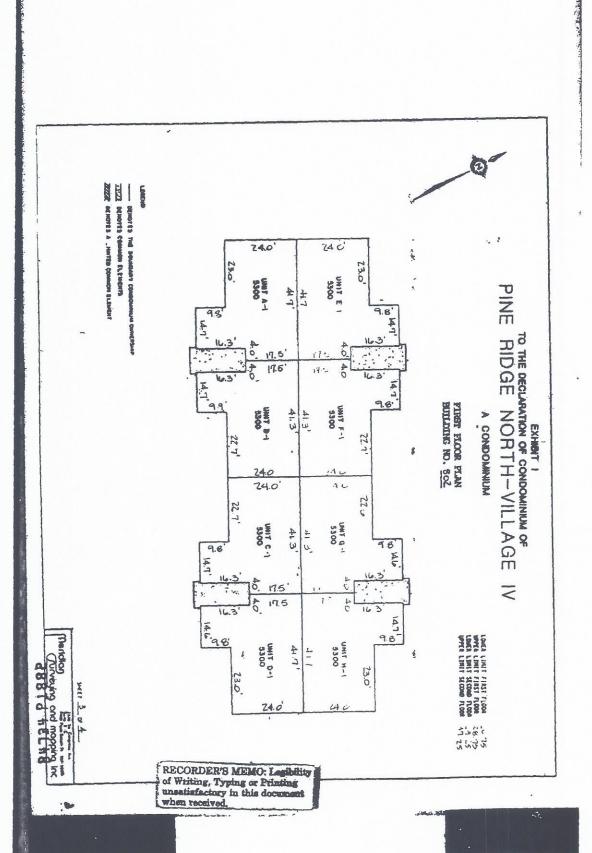
EXHIBIT NO. "3" TO AMENDMENT NO. "2"

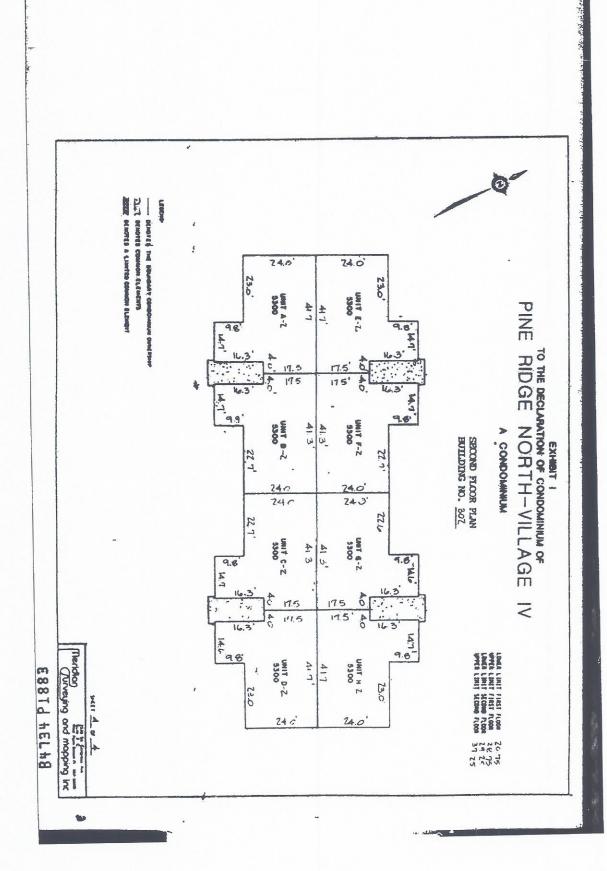
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MODEL TYPES	BUILDING NUMBERS	NO. OF UNITS	SQUARE FOOTAGE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
I. Phases Villa	VIII and III (20 units) 804, 808, 803	20	1370	5,0000
II. Phases Villa	VIII, III, VII and IX {30 804, 808, 803, 807, 809		1370	2.7778
III. Phases 5300 Villa	VIII, III, VII, IX, I and 801, 802, 804, 808, 803, 807,	i II (68 32 36	units) 1111 1370	1.3090

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

AUDING PHASE(S) V, XVI and XVII

85 295350

WHEREAS, HOVNANIAN OF PALM BEACH VI, INC. (hereinafter referred to as "Sponsor"), desires to submit to Condominium Ownership additional phase(s) to the Condominium, the name of which appears in the title of this document (hereinafter referred to as the "Condominium"), pursuant to the provisions of Section 718.403, Florida Statutes, and to the provisions of the Declaration of Condominium for the Condominium recorded in Official Record Book 4701, page 1834, Public Records of Palm Beach Lounty, Florida, (hereinafter referred to as the "Declaration", reference to which also includes reference to any prior amendments thereto as set forth on EXHIBIT 1 hereof); and,

WHEREAS, Sponsor is the owner of record in fee simple title to the real property situate, lying and being in Palm Beach Lounty, Florida, as more particularly described in the survey exhibit(s) attached hereto as EXHIBIT(S) 2, 3 and 4, which are incorporated herein by reference; and,

Now, therefore, Sponsor does hereby state and declare that the real property described on the survey exhibit(s) attached hereto as EXHIBIT(S) 2.3 and 4..., together with improvements to the are hereby submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718), as follows.

- 1. Exhibit 1 to the Declaration is hereby amended by adding thereto the Surveyor's Certificate(s) and survey exhibit(s) attached to this instrument as Exhibit(s) 2, 3 and 4, thereby subjecting the real property described on Exhibit(s) 2, 3 and 4, hereby thereto to all the provisions of the Declaration and all exhibits attached thereto, which shall be binding upon all Owners of the Condominium Units upon said real property. Said provisions are enforceable, equitable servitudes running with said real property and existing in perpetuity until the Declaration is revoked and the Condominium is terminated as provided in the Declaration.
- 2. The real property described in Exhibit(s) 2, 3 and 4, hereto is subject to such easements, restrictions, reservations and rights-of-way of record, together with all provisions of the Declaration and exhibits attached thereto.
- grant, devise, or mortgage, as to any interest in the real property described in Exhibit(s) $\frac{2}{3}$ and $\frac{4}{9}$, hereto, all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof and by the Declaration and all exhibits thereto. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit set forth on Exhibit(s) $\frac{2}{3}$ and $\frac{4}{3}$ to this instrument.
- 4. Exhibit(s) 2, 3 and 4, to this instrument are survey(s) of the land, graphic description, and plot plan(s) of the improvements constituting the phase(s) added to the Condominium as indicated in the title of this instrument, identifying the Units, Common Elements, and Limited Common Elements, and their relative locations and approximate dimensions.

This Instrument Prepared by and Record and Return to. GARY L. KORNFELD, ESU. Levy, Shapiro & Kneen, P.A. Suite 500, Tower A, Forum III 1675 Palm Beach Lakes Boulevard West Palm Beach, Florida 33401

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Each Unit is identified on Exhibit(s) 2, 3 and 4, hereto by a specific number. No unit bears the same number as any other Unit. The parking spaces are delineated thereon.

5. In accordance with the provisions of the Declaration, the percentage of ownership of undivided interests in the Common Elements appurtenant to all Units in the Condominium are nereby changed to reflect the submission of these and all prior phase(s) as reflected on Exhibit <u>5</u> attached hereto.

IN WITNESS WHEREOF, the party hereto has set its hand and seal this $\underline{23 \, \text{rd}}$ day of $\underline{\text{December}}$, $\underline{1985}$.

Signed, Sealed and Delivered in our Presence:

Jod J. Stewns

5-

FRANK O. STRINITZ, Senior Vice President

ATTEST:

By: CAROLYN S. JOUNES, A SECT

(CORPORATE SEAL

. STATE OF FLURIDA

) }\$\$.

COUNTY OF PALM BEACH

Before me personally appeared FRANK J. STEINIIZ and CAROLYN S. JONES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Senior Vice President and Asst. Secretary of HOVNANIAN OF PALM BEACH VI, INC., and severally acknowledged to and before me that they executed such instrument as such Senior Vice President and Asst. Secretary, respectively, 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 $23 \, \text{rd}$ day of $\overline{\text{December}}$, 19.85

NOTARY PUBLIC,

State of Florida at Large

My Commission Expires:

... P

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The following are the amendments to the Declaration of Condominium to which this instrument refers, which have been recorded in the Public Records of Palm Beach County, Florida, prior to the recording of this instrument:

- Amendment No. 1 to Declaration of Condominium, submitting Phases VII and IX to condominium ownership, recorded in Official Record Book 4714 at Page 1029, Public Records of Palm Beach County, Florida.
- Amendment No. 2 to Declaration of Condominium, submitting Phases I and II to condominium ownership, recorded in Official Record Book 4734 at Page 1873, Public Records of Palm Beach County, Florida.

EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILLAGE IV A CONDONINIUM

I. WESLEY B HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF PLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 805 OF PINE RIDGE NORTH - VILLAGE IV, A COMPONINHUM, IS SUBSTENTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS, PURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT FACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

GENERAL NOTATIONS:

- ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- 2 ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACHED SURVEYS.
- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

12/13/85 DATE

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708

SHEET 1 OF 4

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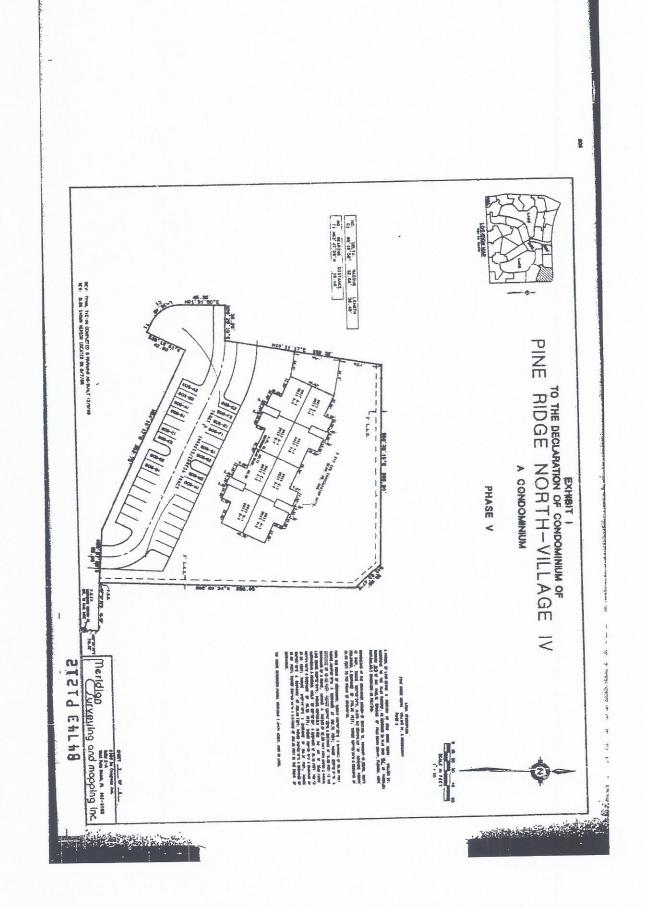
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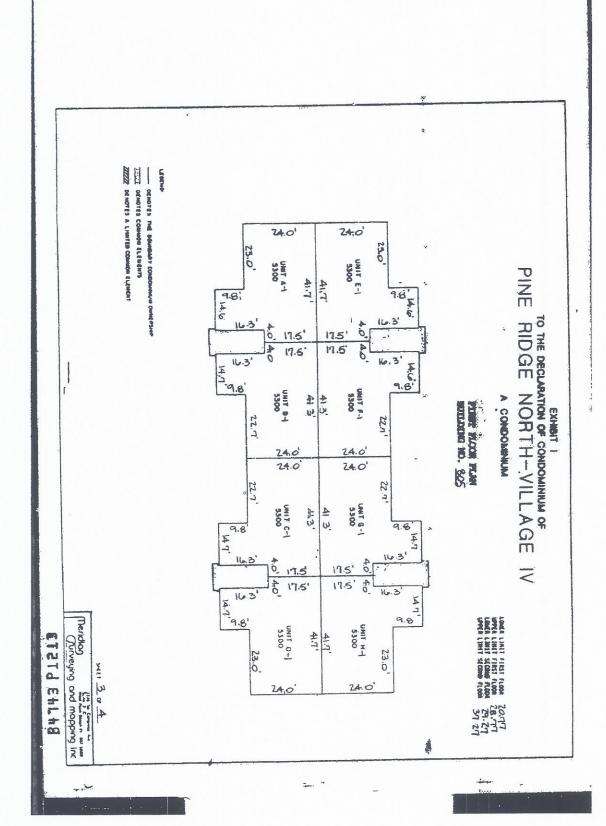
MAN INC.

2328 So. Congress Ave. Suite 2-A West Palm Beach, FL 33406 (305) 967-5600 1310 W Colonial Dr Sulte 12 Orlando, FL 32804 (305) 422-4655

Surveying and mapping inc.

EXHIBIT NO. "2" TO AMENDMENT NO. "2"





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MINISTRA COMMON (LEWENT)

MINISTRA LIMITED COMMON ELIMINIST 240 24.0 2-3 418A 9300 A-Z PINE RIDGE NORTH-VILLAGE 4:1 9.8 9.8 40 40 17.5 17.5' 163 3. 1 9300 S-2 SECOND FLOOR PLAN BUILDING NO. 805 4 A CONDOMINAUM 77 7 24.0 24.0 24.0 22.7 W. 43 9.8 A T. 175 < 17.5 9.8 7.4 LAMER LIMIT FIRST FLOOR: 20-77
LAMER LIMIT FIRST FLOOR: 20-77
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LAMER LIMIT SECOND FLOOR: 37-27 Meridian Line Course in a mapping inc 9300 - Z 3300 P.Z 4.7 By 143 Piely 23.0 230 404 ZA.0' 24.0 ٤

EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILLAGE IV A CONDONINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS C'INSTITUTING BUILDING NO. 816 OF PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIBLLY COMPLETE SO THAT THE ATTRCHED SURVEY, PLOT FLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS, FURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND CONON ELEMENT PACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

GENERAL NOTATIONS

- ELEVATIONS SHOWN HEREON REFER TO N O.S DATUM AND ARE EXPRESSED IN FEET.
- ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACHED SURVEYS.
- 3. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO

12/13/85 DATE

PROPESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708

SHEET 1 OF 10

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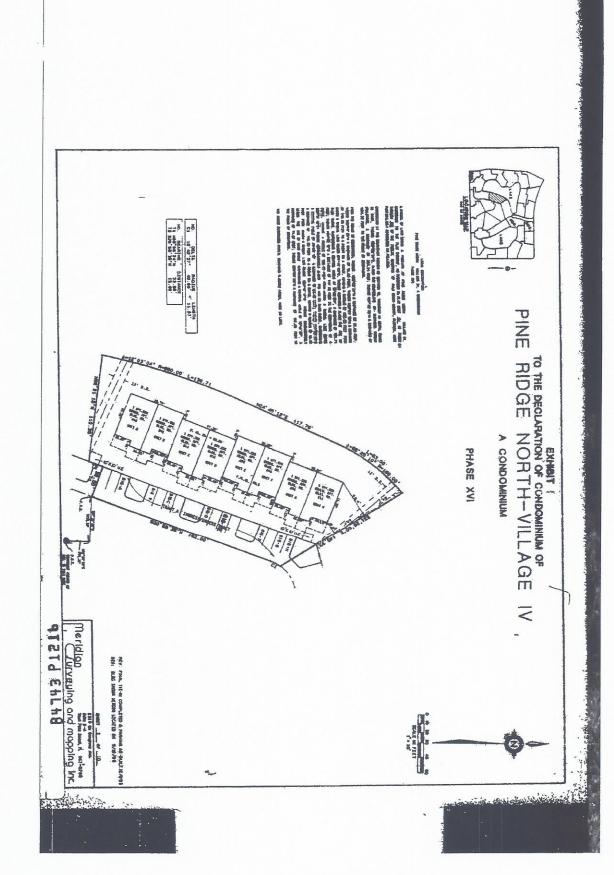
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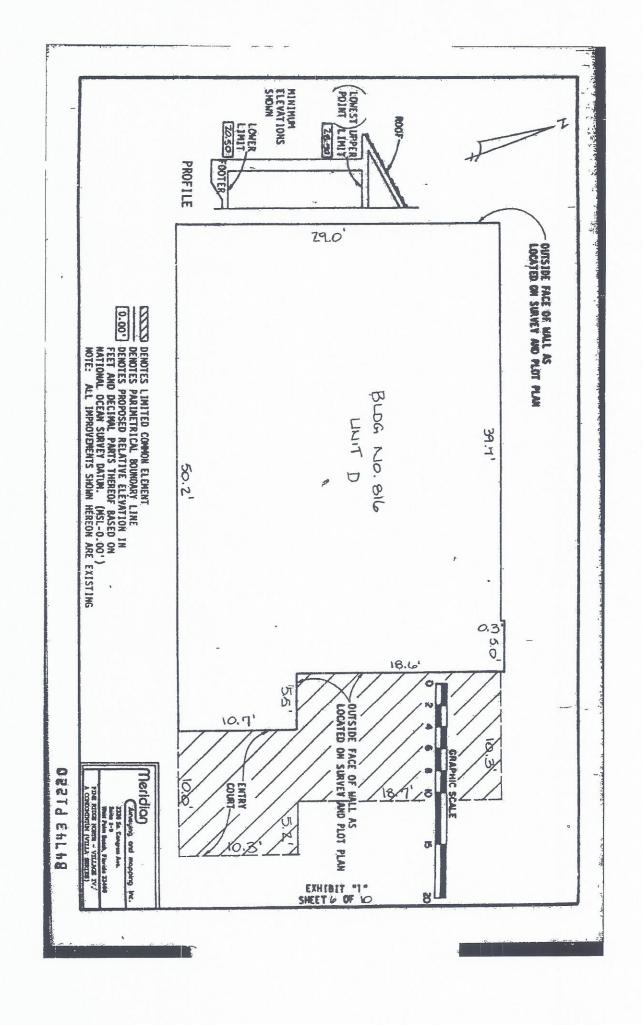
2328 So. Congress Ave. Suite 2-A. West Palm Beach, FL 33406 (305) 967-5500

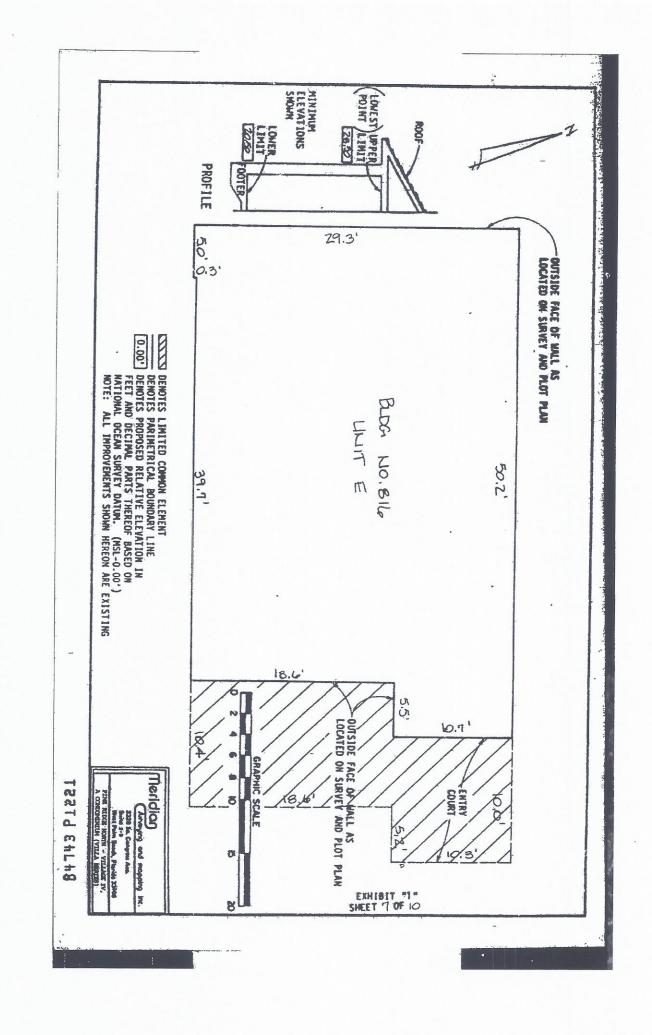
1310 W. Colonial Dr Sulte 12 Orlando, FL 32804 (305) 422-4655

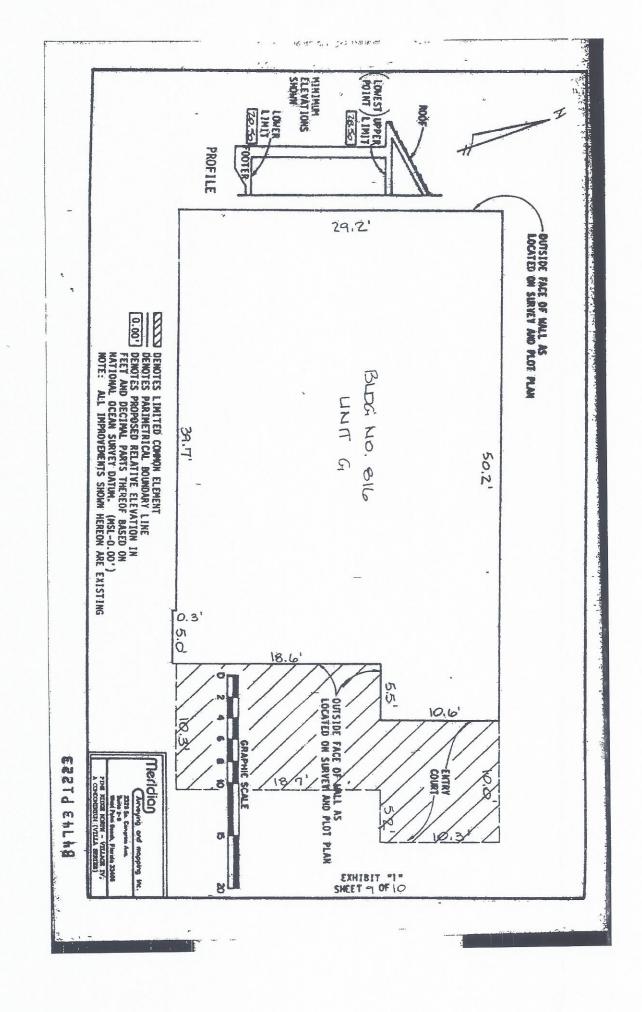
Surveying and mapping inc

EXHIBIT NO. "3" TO AMENDMENT NO. "2"









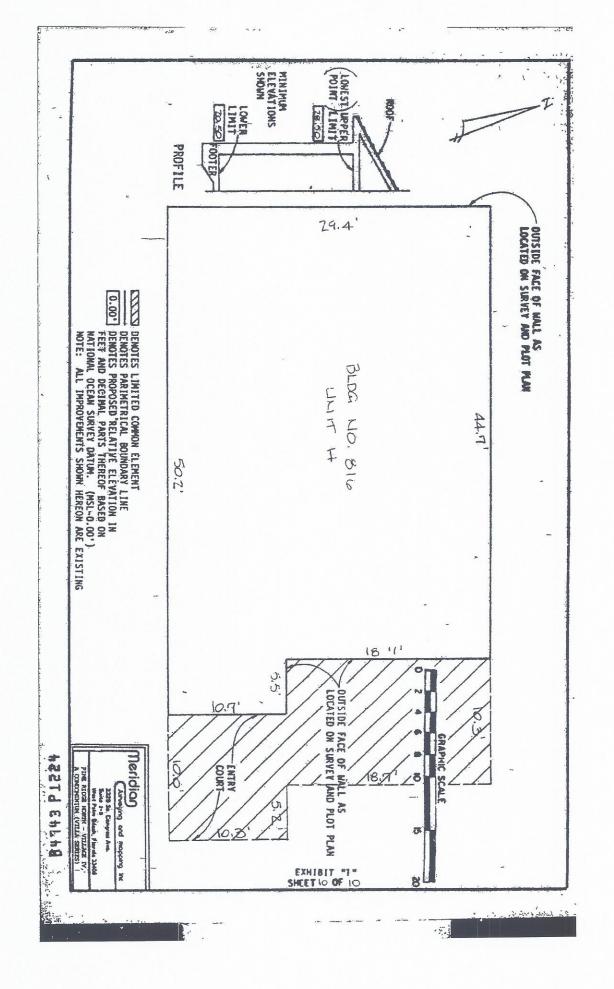


EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILLAGE IV A CONDONINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 817 OF PINE RIDGE NORTH - VILLAGE IV, A COMPONIBIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTRCHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIPING THE CONDONINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE NATERIALS. PURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT FACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

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- ALL LIMITED COMMON ELEMENTS ARE NOT REPLECTED IN THE AT. ACHED SURVEYS.
- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO MORNAL CONSTRUCTION TOLERANCES.

12/18/95 DATE

PROFESSIONAL LAND SURVEYOR PLORIDA OF TIPICATE NO. 3708

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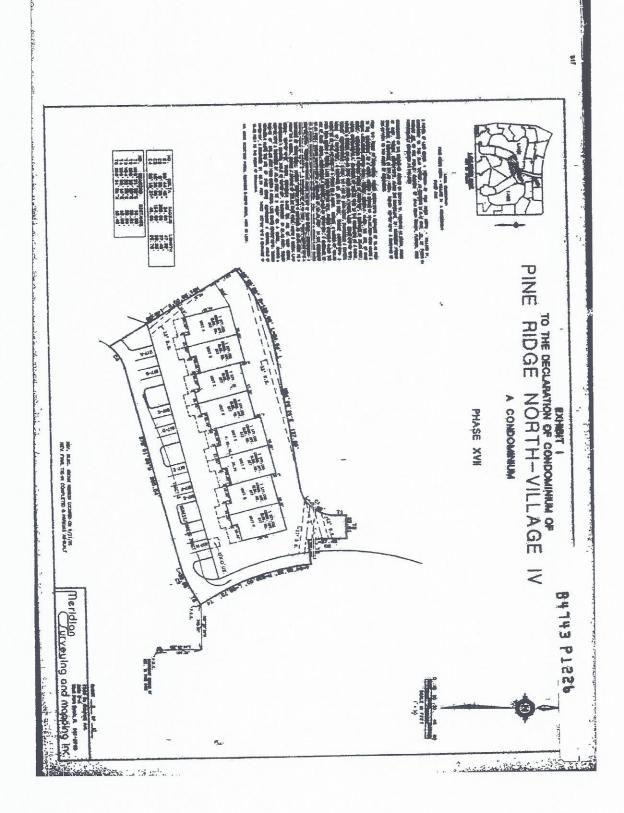
2328 So. Congress Ave. Suite 2-A West Palm Beach, FL 33406 (305) 967-5600

1310 W. Colonial Dr Sulte 12 Orlando, FL 32804 (305) 422-4655

Surveying and mapping inc.

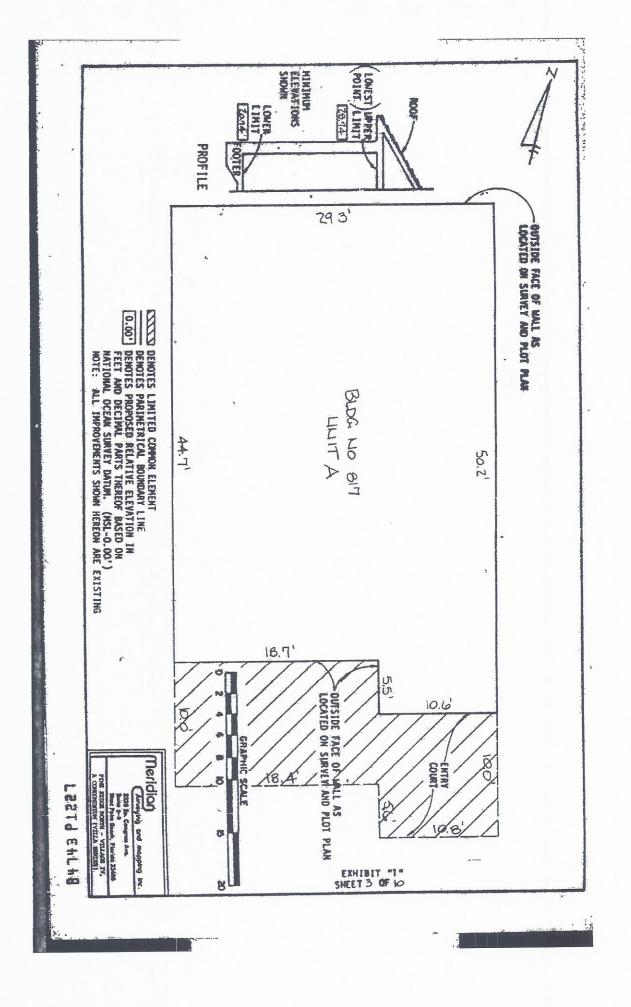
EXHIBIT NO. "4" TO AMENDMENT NO. "2"

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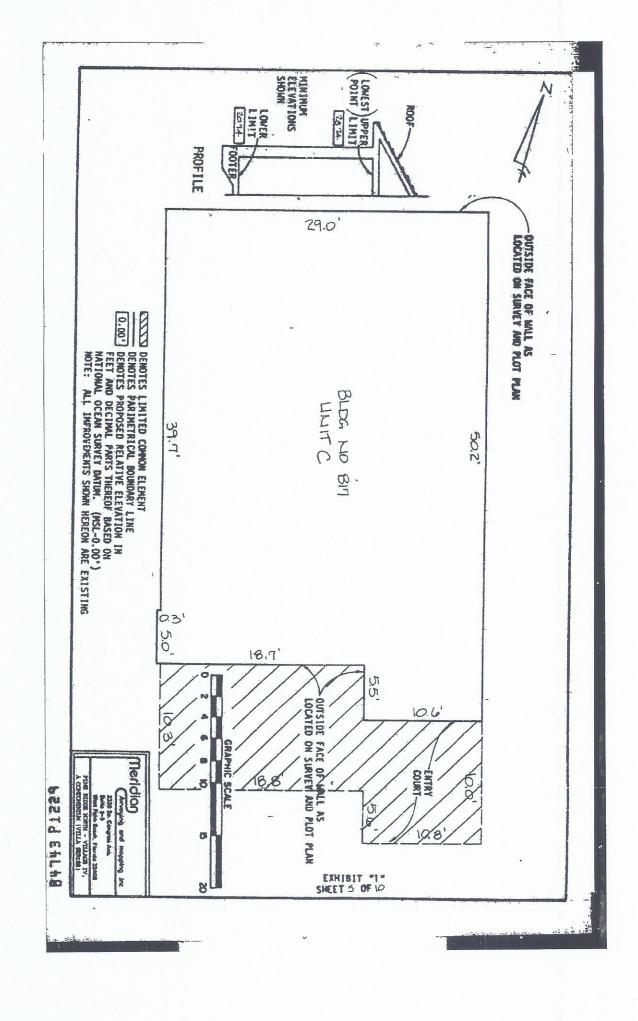


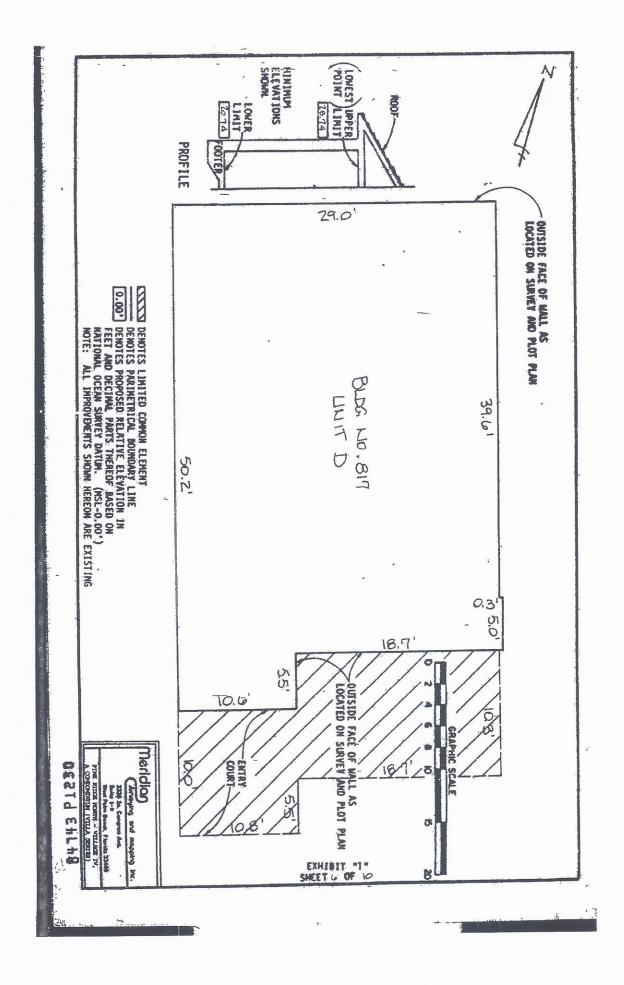
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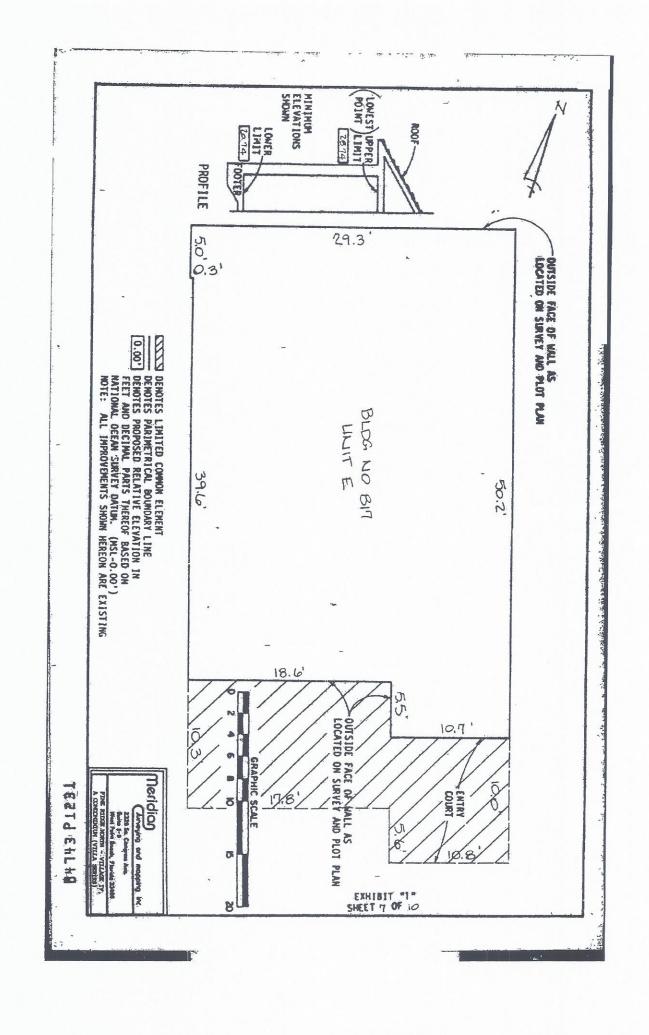
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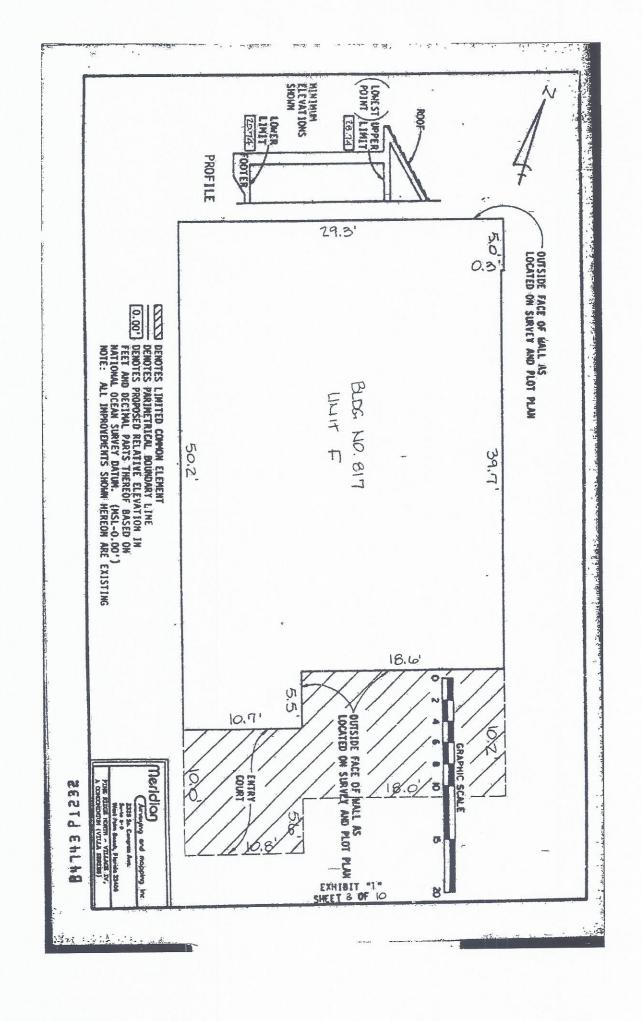


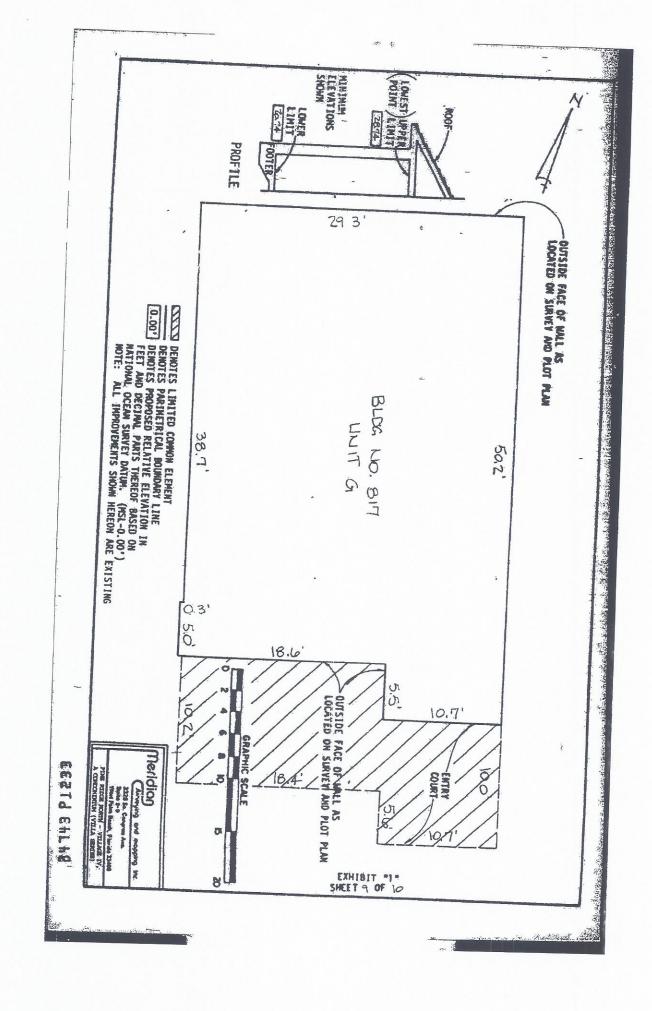
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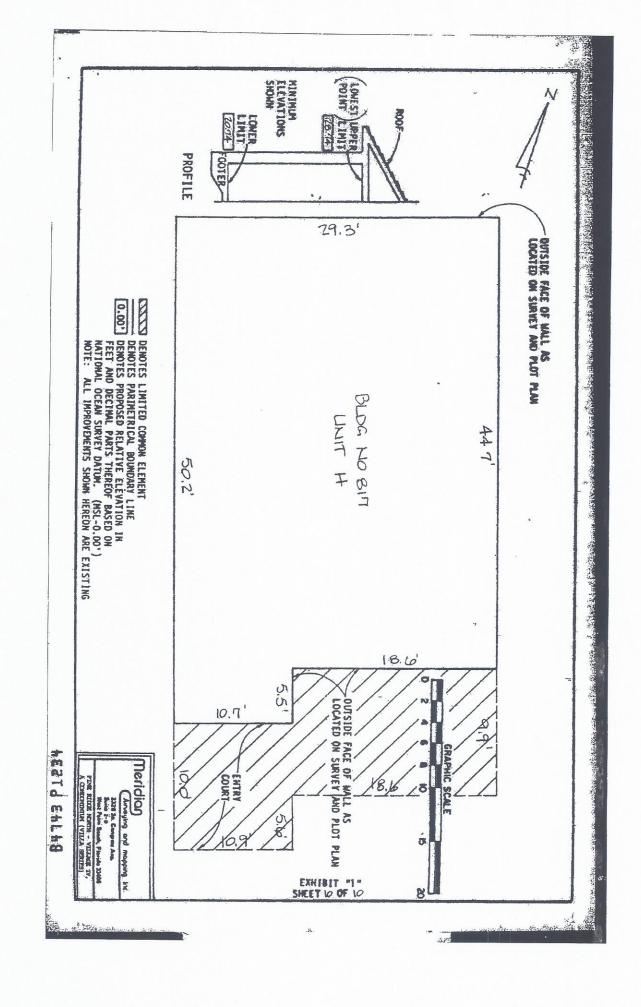












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MODEL	BUILDING NUMBERS	NO. OF UNITS	SQUARE FOOTAGE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
I. Phases Villa	IV, VIII and III (20 units) 804, 808, 803			5.0000
II. Phases Villa	IV, VIII, III, VII and IX (3 804, 808, 803, 807, 809	£		
III. Phases 5300 Villa	IV, VIII, III, VII, IX, I an 801, 802 804, 808, 803, 807, 809			1.3090 1.6142
IV. Phases 5300 Villa	IV, VIII, III, VII, IX, I, I 801, 802, 805 804, 808, 803, 807, 809, 816	I, V and 48 44	XVI (92 u 1111 1370	units) .9779 1.2059
V. Phases 5300 Villa	IV, VIII, III, VII, IX, I, I 801, 802, 805 804, 808, 803, 807, 809, 816, 817			

RECORD VERIFIED

FALM BEACH COUNTY FLA

JOHN B. DUNKLE

CLERK CIRCUIT COURT

EXHIBIT NO. "5" TO AMENDMENT NO. "2"

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AMENDMENT NO. 4 TO DECLARATION OF CONDOMINIUM

FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

ADDING PHASE(S) VI and X

WHEREAS, HOVNANIAN OF PALM BEACH VI, INC. (hereinafter referred to as "Sponsor"), desires to submit to Condominium Ownership additional phase(s) to the Condominium, the name of which appears in the title of this document (hereinafter referred to as the "Condominium"), pursuant to the provisions of Section 718.403, Florida Statutes, and to the provisions of the Declaration of Condominium for the Condominium recorded in Official Record Book 4701, page 1834, Public Records of Palm Beach County, Florida, (hereinafter referred to as the "Declaration", reference to which also includes reference to any prior amendments thereto as set forth on EXHIBIT 1 hereof); and,

WHEREAS, Sponsor is the owner of record in fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the survey exhibit(s) attached hereto as EXHIBIT(S) -2 and 3, which are incorporated herein by reference; and,

Now, therefore, Sponsor does hereby state and declare that the real property described on the survey exhibit(s) attached hereto as EXHIBIT(S) 2 and 3 , together with improvements thereon, are hereby submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718), as follows:

- adding thereto the Surveyor's Certificate(s) and survey exhibit(s) attached to this instrument as Exhibit(s) $\frac{2 \text{ and } 3}{2 \text{ and } 3}$, thereby subjecting the real property described on Exhibit(s) $\frac{2 \text{ and } 3}{2 \text{ and } 3}$, hereto to all the provisions of the Declaration and all exhibits attached thereto, which shall be binding upon all Owners of the Condominium Units upon said real property. Said provisions are enforceable, equitable servitudes running with said real property and existing in perpetuity until the Declaration is revoked and the Condominium is terminated as provided in the Declaration.
- 2. The real property described in Exhibit(s) $\frac{2 \text{ and } 3}{3}$, hereto is subject to such easements, restrictions, reservations and rights-of-way of record, together with all provisions of the Declaration and exhibits attached thereto.
- 3. In consideration of receiving, and by acceptance of a grant, devise, or mortgage, as to any interest in the real property described in Exhibit(s) $\frac{2}{3}$ and $\frac{3}{3}$, hereto, all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof and by the Declaration and all exhibits thereto. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit set forth on Exhibit(s) $\frac{2}{3}$ and $\frac{3}{3}$ to this instrument.
- 4. Exhibit(s) $\frac{2}{3}$ and $\frac{3}{3}$, to this instrument are survey(s) of the land, graphic description, and plot plan(s) of the improvements constituting the phase(s) added to the Condominium as indicated in the title of this instrument, identifying the Units, Common Elements, and Limited Common Elements, and their relative locations and approximate dimensions.

This Instrument Prepared by and Record and Return to: variable. KURNFELD, ESW.
Levy, Shapiro & Kneen, P.A.
Suite 500, Tower A, Forum III
1675 Palm Beach Lakes Boulevard
West Palm Beach, Florida 33401

10/29/85:22:22

Each Unit is identified on Exhibit(s) $\frac{2}{3}$ and $\frac{3}{3}$, hereto by a specific number. No unit bears the same number as any other Unit. The parking spaces are delineated thereon.

5. In accordance with the provisions of the Declaration, the percentage of ownership of undivided interests in the Common Elements appurtenant to all Units in the Condominium are hereby changed to reflect the submission of these and all prior phase(s) as reflected on Exhibit $\frac{4}{}$ attached hereto.

IN WITNESS WHEREOF, the party hereto has set its hand and seal this 13th day of January _____, 1986.

Signed, Sealed and Delivered in our Presence:

Hueri & Bulland

By: FRANK J. SIEVIJYZ, Senior Vice President

ATTEST:

By: CAROLYN S. JONES, ASS. Secretar

(CORPORATE SEALS)

STATE OF FLURIDA

)ss.

COUNTY OF PALM BEACH

Before me personally appeared FRANK J. STEINITZ and CARULYN S. JONES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Senior Vice President and Secretary of HOVNANIAN OF PALM BEACH VI, INC., and severally acknowledged to and before me that they executed such instrument as such Senior Vice President and Secretary, respectively, 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 orficial seal this 13th day of January ,

NOTARY PUBLIC,

State of Florida at Large

(NOTARIAL SEAL)

1986.

My Commission Expires:

The following are the amendments to the Declaration of Condominium to which this instrument refers, which have been recorded in the Public Records of Palm Beach County, Florida, prior to the recording of this instrument:

- Amendment No. 1 to Declaration of Condominium, submitting Phases VII and IX to condominium ownership, recorded in Official Record Book 4714 at Page 1029, Public Records of Palm Beach County, Florida.
- Amendment No. 2 to Declaration of Condominium, submitting Phases I and II to condominium ownership, recorded in Official Record Book 4734 at Page 1873, Public Records of Palm Beach County, Florida.
- 3. Amendment No. 3 to Declaration of Condominium, submitting Phases Y, XVI and XVII to condominium ownership, recorded in Official Record Book 4743 at Page 1208, Public Records of Palm Beach County, Florida.

PINE RIDGE NORTH - VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 806 OF PINE RIDGE NORTH - VILLAGE IV, A CONDONINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDONINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS, FURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT FACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

GENERAL NOTATIONS:

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- ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACHED SURVEYS.
- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

WESLEY B. HAAS

PROFESSIONAL LAND SURVEYOR

FLORIDA CERTIFICATE NO. 3708

01/08/86

DATE

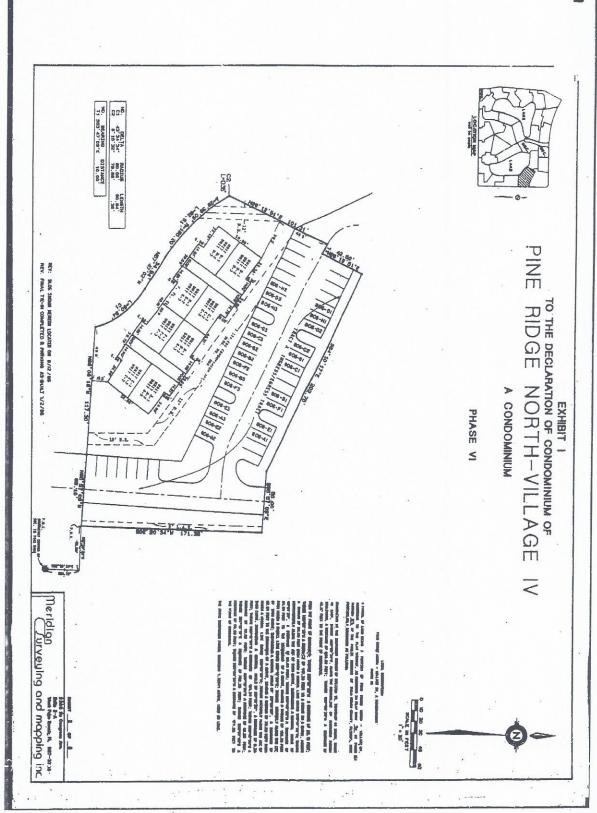
SHEET 1 OF 5

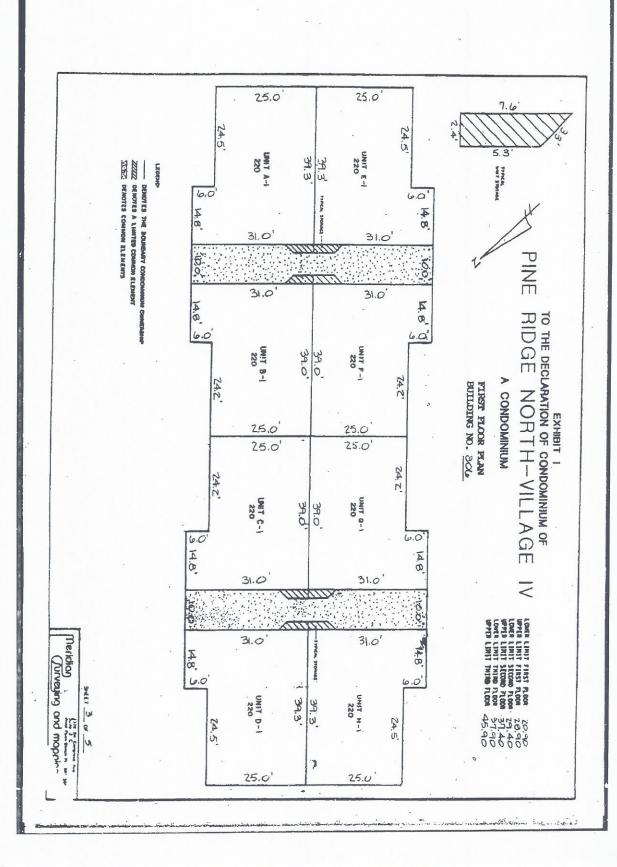
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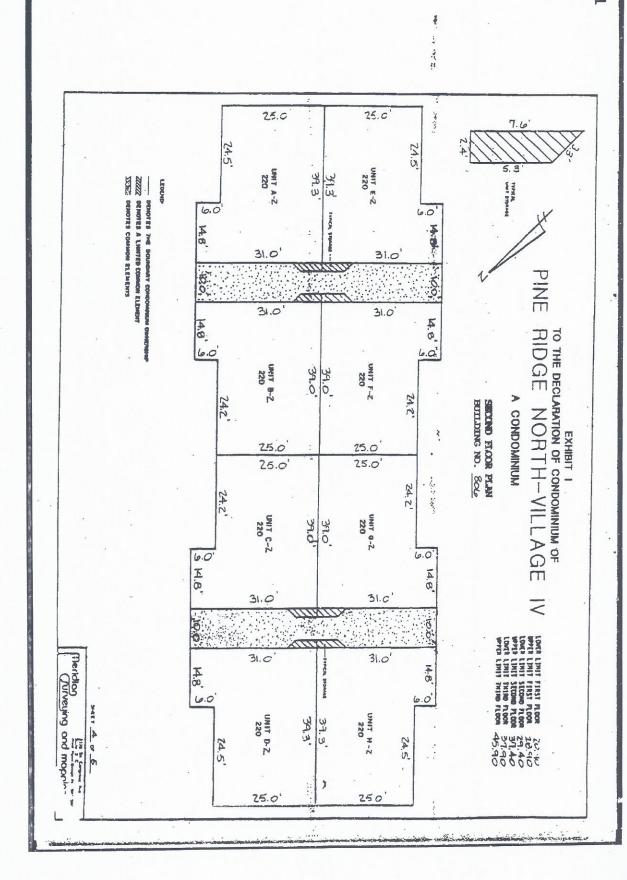
2328 So. Congress Ave. Sulte 2-A West Palm Beach, FL 33406 (305) 967-5600 1310 W. Colonial Dr. Suite 12 Oriendo, FL 32804 (305) 422-4655

Surveying and mapping inc

EXHIBIT NO. "2" TO AMENDMENT NO. "4"







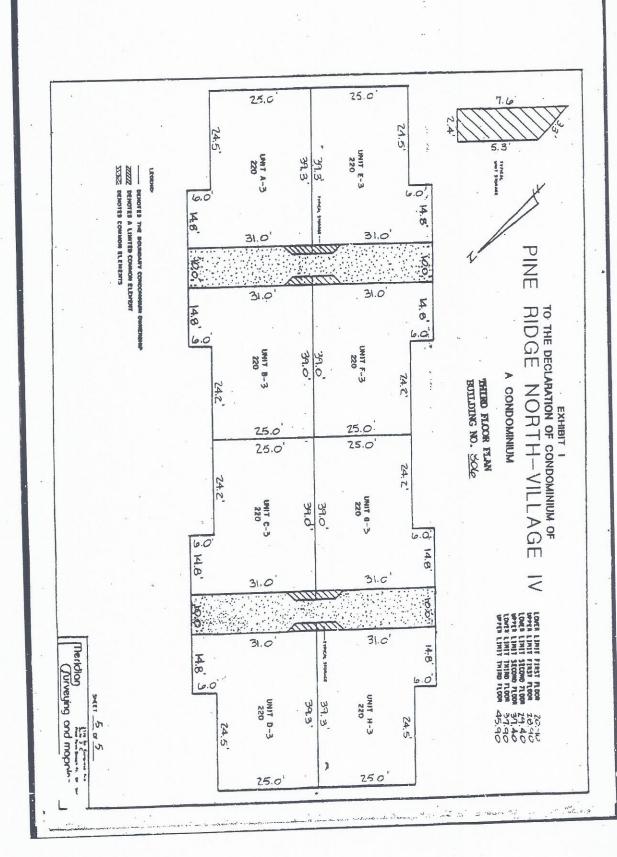


EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF PLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 810 OF FINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. PURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT PACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

GENERAL NOTATIONS:

- ELEVATIONS SHOWN HEREON REPER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE 2. ATTACHED SURVEYS.
- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

WESLEY B. HAAS

PROFESSIONAL LAND SURVEYOR

FLORIDA CERTIFICATE NO. 3708

01/08/86 DATE

SHEET 1 OF 4

RECORDER'S MEMO: Legibility of Writing, Typing or Printing uneatisfactory in this document when received.

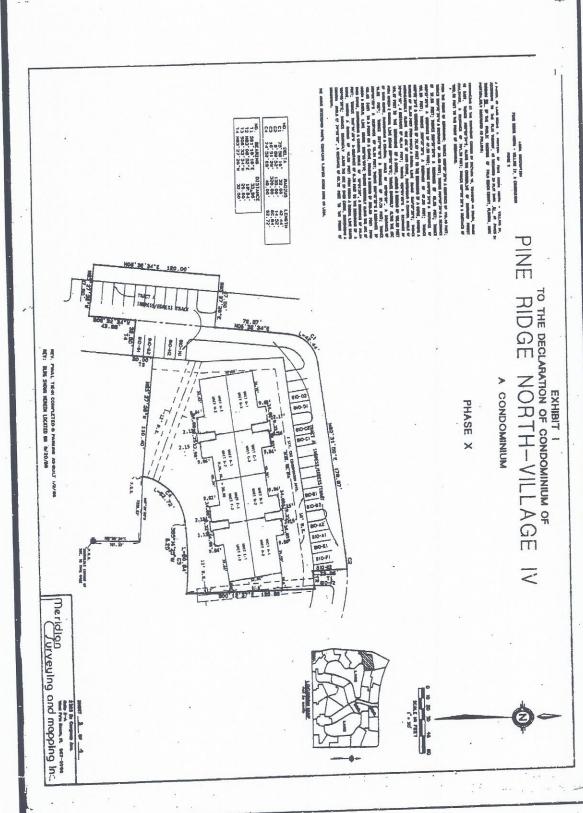
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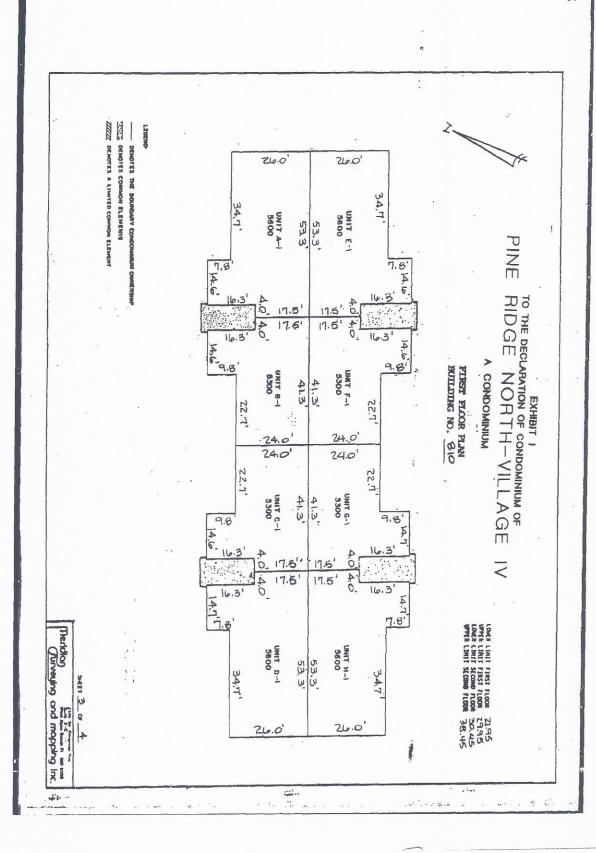
2328 So. Congress Ave. Sulte 2-A West Palm Beach, FL 33406 (305) 967-5600

1310 W. Colonial Dr. Suite 12 Orlando, FL 32804 (305) 422-4655

mapping and

EXHIBIT NO. "3" TO AMENDMENT NO. "4"





AMENDMENT NO. 5 TO DECLARATION OF CONDOMINIUM

FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

ADDING PHASE(S) XIII and XIV

WHEREAS, HOVNANIAN OF PALM BEACH VI, INC. (hereinafter referred to as "Sponsor"), desires to submit to Condominium Ownership additional phase(s) to the Condominium, the name of which appears in the title of this document (hereinafter referred to as the "Condominium"), pursuant to the provisions of Section 718.403, Florida Statutes, and to the provisions of the Declaration of Condominium for the Condominium recorded in Official Record Book 4701 , page 1834 , Public Records of Palm Beach County, Florida, (hereinafter referred to as the "Declaration", reference to which also includes reference to any prior amendments thereto as set forth on EXHIBIT 1 hereof); and,

WHEREAS, Sponsor is the owner of record in fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the survey exhibit(s) attached hereto as EXHIBIT(S) 2 and 3, which are incorporated herein by reference; and,

Now, therefore, Sponsor does hereby state and declare that the real property described on the survey exhibit(s) attached nereto as EXHIBIT(S) 2 and 3 ____, together with improvements thereon, are hereby submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718), as follows:

- 1. Exhibit 1 to the Declaration is hereby amended by adding thereto the Surveyor's Certificate(s) and survey exhibit(s) attached to this instrument as Exhibit(s) 2 and 3 , thereby subjecting the real property described on Exhibit(s) 2 and 3 , hereto to all the provisions of the Declaration and all exhibits attached thereto, which shall be binding upon all Owners of the Condominium Units upon said real property. Said provisions are enforceable, equitable servitudes running with said real property and existing in perpetuity until the Declaration is revoked and the Condominium is terminated as provided in the Declaration.
- hereto is subject to such easements, restrictions, reservations and rights-of-way of record, together with all provisions of the Declaration and exhibits attached thereto.
- grant, devise, or mortgage, as to any interest in the real property described in Exhibit(s) $\frac{2 \text{ and } 3}{\text{ to their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof and by the Declaration and all exhibits thereto. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit set forth on Exhibit(s) <math>\frac{2 \text{ and } 3}{2 \text{ and } 3}$ to this instrument.
- 4. Exhibit(s) 2 and 3, to this instrument are survey(s) of the land, graphic description, and plot plan(s) of the improvements constituting the phase(s) added to the Condominium as indicated in the title of this instrument, identifying the Units, Common Elements, and Limited Common Elements, and their relative locations and approximate dimensions.

This Instrument Prepared by and Record and Return to:
GARY L. KORNFELD, ESW.
Levy, Shapiro & Kneen, P.A.
Suite 500, Tower A, Forum III
1675 Palm Beach Lakes Boulevard
West Palm Beach, Florida 33401

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Each Unit is identified on Exhibit(s) $\frac{2 \text{ and } 3}{\text{number as any other Unit.}}$, hereto by a specific number. No unit bears the same number as any other Unit. The parking spaces are delineated thereon.

5. In accordance with the provisions of the Declaration, the percentage of ownership of undivided interests in the Common Elements appurtenant to all Units in the Condominium are hereby changed to reflect the submission of these and all prior phase(s) as reflected on Exhibit 4 attached hereto.

IN WITNESS WHEREUF, the party hereto has set its hand and seal this $\underline{17th}$ day of $\underline{January}$, $\underline{1986}$.

Signed, Sealed and Delivered in our Presence:

TT BREAK . FORMAR

Sucan Bulaid

By: FRADE J STEINIZ, Senior Vice President

ATTEST:

By: CAROLYN S. JONES, AST Secretar

(CORPORATE SEAL

STATE OF FLORIDA

) 55.

COUNTY OF PALM BEACH

Before me personally appeared FRANK J. STEINITZ and CARULYN S. JONES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Senior Vice President and Assr. Secretary of HOVNANIAN OF PALM BEACH VI, INC., and severally acknowledged to and before me that they executed such instrument as such Senior Vice President and Secretary, respectively, 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 17th day of January , 1986.

NOTARY BUBLIC,

State of Florida at Large

(NOTARIAL SEAL)

My Commission Expires:

The following are the amendments to the Declaration of Condominium to which this instrument refers, which have been recorded in the Public Records of Palm Beach County, Florida, prior to the recording of this instrument:

- Amendment No. 1 to Declaration of Condominium, submitting Phases VII and IX to condominium ownership, recorded in Official Record Book 4714 at Page 1029, Public Records of Palm Beach County, Florida.
- Amendment No. 2 to Declaration of Condominium, submitting Phases I and II to condominium ownership, recorded in Official Record Book 4734 at Page 1873. Public Records of Palm Beach County, Florida.
- Amendment No. 3 to Declaration of Condominium, submitting Phases V, XVI and XVII to condominium ownership, recorded in Official Record Book 4743 at Page 1208, Public Records of Palm Beach County, Florida.
- Amendment No. 4 to Declaration of Condominium, submitting Phases VI and X to condominium ownership, recorded in Official Record Book 4765 at Page 345, Public Records of Palm Beach County, Florida.

PINE RIDGE NORTH - VILLAGE IV A CONDONINIUM

I, MESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAMS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 813 OF PINE RIDGE NORTH - VILLAGE IV, A COMBONINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAM, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE COMBONINIUM PROPERTY PRESENT AM ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAM BE DETERMINED FROM THESE MATERIALS, FURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT PACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

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- ALL LINITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACHED SURVEYS.
- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO MORNAL CONSTRUCTION TOLERANCES.

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PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708 01/10/86 DATE

SHEET 1 OF 4

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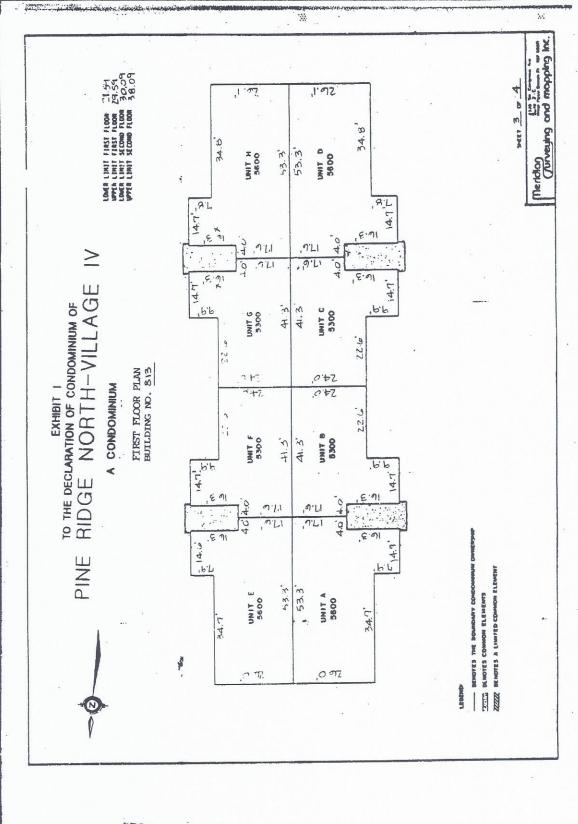
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2328 So. Congress Ave. Suite 2-A West Palm Beach, FL 33406 (305) 967-5600

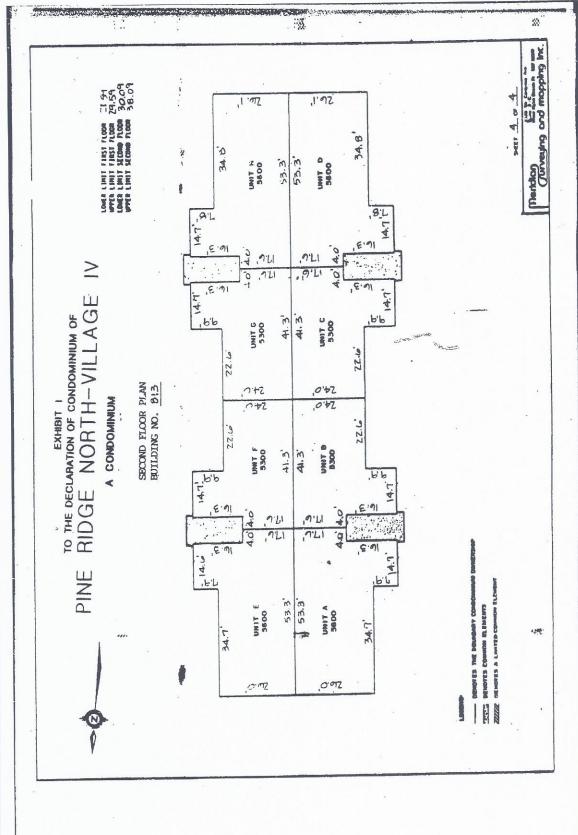
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RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

PINE RIDGE NORTH - VILLAGE IV A CONDONINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAMS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 814 OF FINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DESCLARATION DESCRIBING THE CONDOMINUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAM BE DETERMINED FROM THESE NATURALLS, FURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT PACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

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WESLEY B. HAAS

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PROFESSIONAL LAND SURVEYOR PLORIDA CERTIFICATE NO. 3708 01/10/96 DATE

SHEET 1 OF 4

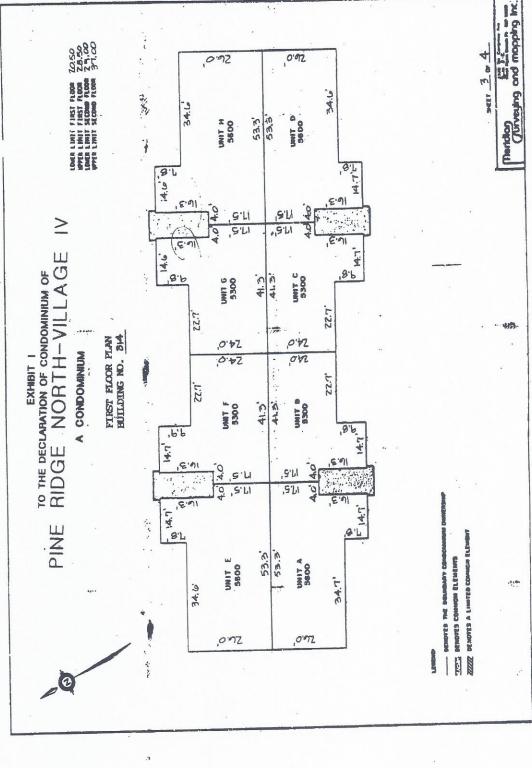
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2328 So. Congress Ave. Suite 2-A West Palm Beach, FL 33406 (305) 967-5600

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Surveying and mapping inc

EXHIBIT NO. "3" TO AMENDMENT NO. "5"



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PINE RIDGE NORTH VILLAGE IV

As phases are added to the Condominium each unit's percentage of undivided interest in Common Elements shall be as follows:

MODEL TYPES	BUILDING NUMBERS	NO. OF SQUUNITS FOO	IARF	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
	VIII and III (20 units) 804, 808, 803	20 13	70	5.0000
II. Phases IV, Villa	VIII, III, VII and IX (3 804, 808, 803, 807, 809	6 units) 36 13	70	2.7778
Phases IV, 5300 Villa	VIII, III, VII, IX, I an 801, 802 804, 808, 803, 807, 809	32 11	11	1.3090
IV. Phases IV, 5300 Villa	VIII, III, VII, IX, I, I 801, 802, 805 804, 808, 803, 807, 809, 816	48 11	11	. 9779
V. Phases IV, 5300 Villa	VIII, III, VII, IX, I, I 801, 802, 805 804, 808, 803, 807, 809, 816, 817	1, V, XVI a 48 11 52 13	nd XVII 11 70	(100 units) . .8919 1.0998
VI. Phases IV, 220 5300 5600 Villa	VIII, III, VII, IX, I, I (140 units) 806 801, 802, 805, 1/2 810 1/2 810 804, 808, 803, 807, 809, 816, 817	24 10 56 11	64 11	and VI .6231 .6507 .8598 .8024
VII. Phases IV, 220 5300 5600 Villa	VIII, III, VII, IX, I, I XIV (172 units) 805 801, 802, 805, 1/2 810, 1/2 813, 1/2 814 1/2 810, 1/2 813, 1/2 814 804, 808, 803, 807, 809, 816, 817	24 10 72 11 24 14	64	

149.60

AMENDMENT NO. 6 TO DECLARATION OF CONDOMINIUM

FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

ADDING PHASE(S) XI, XV, XXIII AND NON-RESIDENTIAL PHASES A,B,C,D AND E

WHEREAS, HUVNANIAN OF PALM BEACH VI, INC. (hereinafter referred to as "Sponsor"), desires to submit to Condominium Ownership additional phase(s) to the Condominium, the name of which appears in the title of this document (hereinafter referred to as the "Condominium"), pursuant to the provisions of Section 718.403, Florida Statutes, and to the provisions of the Declaration of Condominium for the Condominium recorded in Official Record Book 4701, page 1834, Public Records of Palm Beach County, Florida, (hereinafter referred to as the "Declaration", reference to which also includes reference to any prior amendments thereto as set forth on EXHIBIT 1 hereof); and,

whereas, Sponsor is the owner of record in fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the survey exhibit(s) attached hereto as EXHIBIT(S) 2 through 9 , which are incorporated herein by reference; and,

Now, therefore, Sponsor does hereby state and declare that the real property described on the survey exhibit(s) attached hereto as EXHIBIT(S) 2 through 9 , together with improvements thereon, are hereby submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718), as follows:

- 1. Exhibit 1 to the Declaration is hereby amended by adding thereto the Surveyor's Certificate(s) and survey exhibit(s) attached to this instrument as Exhibit(s) 2 through 9, thereby subjecting the real property described on Exhibit(s) 2 through 9, hereto to all the provisions of the Declaration and all exhibits attached thereto, which shall be binding upon all Owners of the Condominium Units upon said real property. Said provisions are enforceable, equitable servitudes running with said real property and existing in perpetuity until the Declaration is revoked and the Condominium is terminated as provided in the Declaration.
- 2. The real property described in Exhibit(s) $\frac{2}{2}$ through $\frac{9}{2}$ hereto is subject to such easements, restrictions, reservations and rights-of-way of record, together with all provisions of the Declaration and exhibits attached thereto.
- 3. In consideration of receiving, and by acceptance of a grant, devise, or mortgage, as to any interest in the real property described in Exhibit(s) $\frac{2 \text{ through 9}}{\text{ their}}$, hereto, all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof and by the Declaration and all exhibits thereto. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit set forth on Exhibit(s) $\frac{2 \text{ through 9}}{\text{ through 9}}$ to this instrument.
- 4. Exhibit(s) 2 through 9 , to this instrument are survey(s) of the land, graphic description, and plot plan(s) of the improvements constituting the phase(s) added to the Condominum as indicated in the title of this instrument, identifying the Units, Common Elements, and Limited Common Elements, and their relative locations and approximate dimensions.

This Instrument Prepared by and Record and Return to: /) / GARY L. KUKNFELD, ESW.
Levy, Shapiro & Kneen, P.A.
Suite 500, Tower A, Forum III
1675 Palm Beach Lakes Soulevard
West Palm Beach, Florida 33401

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Each Unit is identified on Exhibit(s) 2 through 9, hereto by a specific number. No unit bears the same number as any other Unit. The parking spaces are delineated thereon.

5. In accordance with the provisions of the Declaration, the percentage of ownership of undivided interests in the Common Elements appurtenant to all Units in the Condominium are hereby changed to reflect the submission of these and all prior phase(s) as reflected on Exhibit $\underline{10}$ attached hereto.

IN WITNESS WHEREOF, the party hereto has set its hand and seal this 28th day of January , 1986.

Signed, Sealed and Delivered in our Presence:

Mish Steers

By:

FRANK J. SIE MYZ, Senior Vice President

ATTEST:

By: Carolyn S. DUNES, MASSY Secretary

(CORPORATE SEAL)

STAIE OF FLURIDA

)55.

COUNTY OF PALM BEACH

Before me personally appeared FRANK J. STEINITZ and CARULYN S. JONES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Senior Vice President and Asst. Secretary of HUVNANIAN UF PALM BLACH VI, INC., and severally acknowledged to and before me that they executed such instrument as such Senior Vice President and Secretary, respectively, 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 28th day of January , 1986.

NOTARY PUBLIC,

State of Florida at Large

(NOTARIAL SEAL)

My Lommission Expires:

The following are the amendments to the Declaration of Condominium to which this instrument refers, which have been recorded in the Public Records of Palm Beach County, Florida, prior to the recording of this instrument:

- Amendment No. 1 to Declaration of Condominium, submitting Phases VII and IX to condominium ownership, recorded in Official Record Book 4714 at Page 1029, Public Records of Palm Beach County, Florida.
- Amendment No. 2 to Declaration of Condominium, submitting Phases I and II to condominium ownership, recorded in Official Record Book 4734 at Page 1873, Public Records of Palm Beach County, Florida.
- Amendment No. 3 to Declaration of Condominium, submitting Phases V, XVI and XVII to condominium ownership, recorded in Official Record Book 4743 at Page 1208, Public Records of Palm Beach County, Florida.
- Amendment No. 4 to Declaration of Condominium, submitting Phases VI and X to condominium ownership, recorded in Official Record Book 4765 at Page 345, Public Records of Palm Beach County, Florida.
- Amendment No. 5 to Declaration of Condominium, submitting Phases XIII and XIV to condominium ownership, recorded in Official Record Book 4769 at Page 1244, Public Records of Palm Beach County, Florida.

EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF PLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 811 OF PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED PROM THESE MATERIALS. PURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT FACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

GENERAL NOTATIONS:

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WESLEY B. HAAS

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708 01/22/86

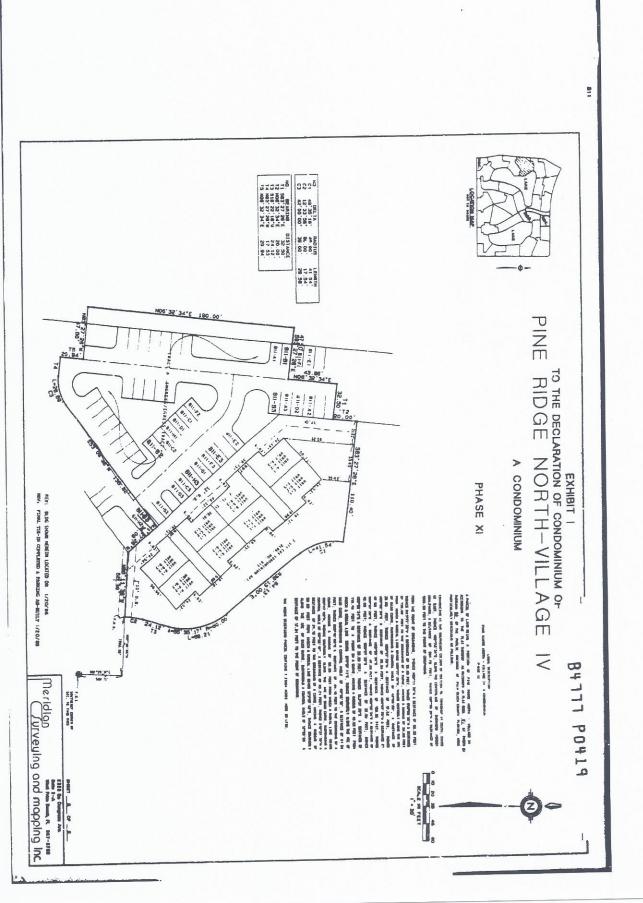
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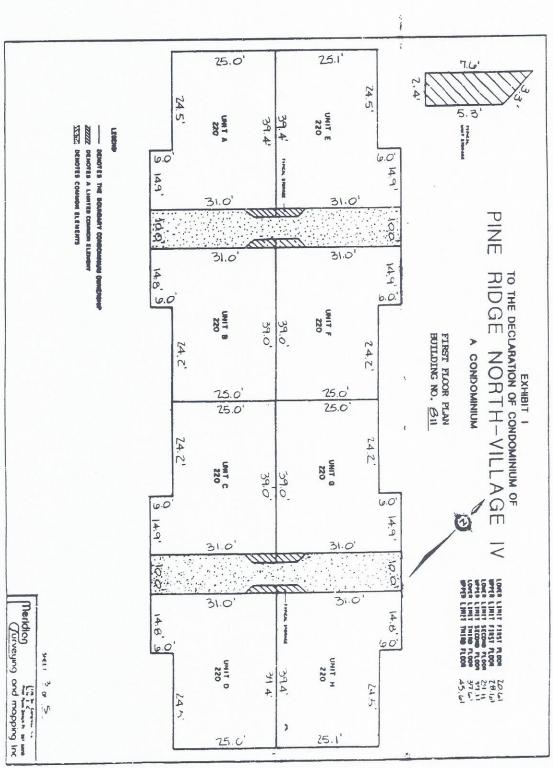
SHEET 1 OF 5

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Surveying and mapping





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PINE RIDGE NORTH - VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 815 OF PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY CONPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT FACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

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WESTEY B HAAS

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708 01/22/86 DATE

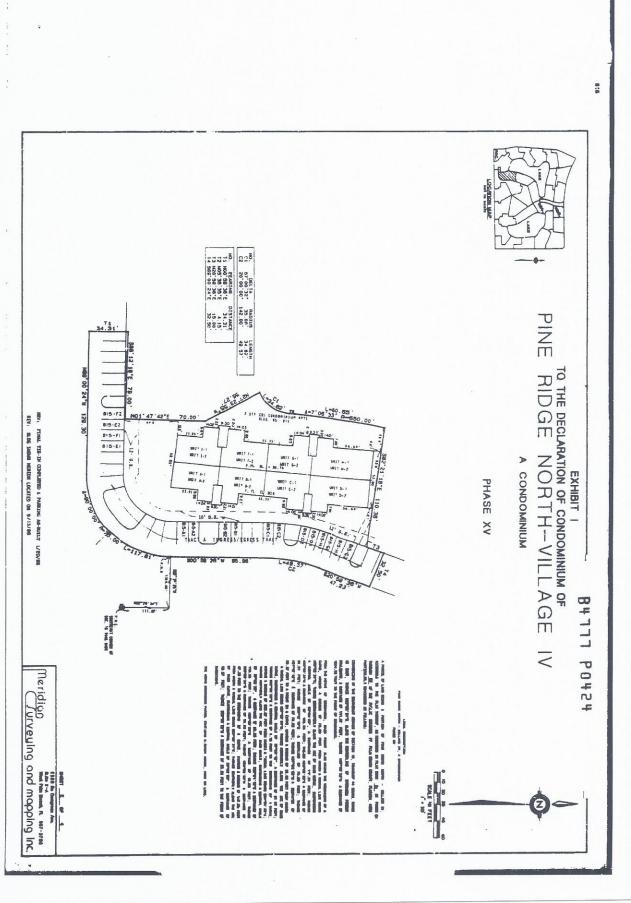
SHEET 1 OF 4

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2328 So. Congress Ave. Suite 2-A West Palm Beach, FL 33406 (305) 967-5600 1310 W. Colonia: Dr. Sulte 12 Orlando, FL 32804 (305) 422-4655

Surveying and mapping inc.

EXHIBIT NO. "3" TO AMENDMENT NO. "6"



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EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILIAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 823 OF FINE RIDGE MORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY; PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT FACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

GENERAL NOTATIONS:

- ELEVATIONS SHOWN HEREON REPER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- ALL LIMITED COMMON ELEMENTS ARE NOT REPLECTED IN THE ATTACHED SURVEYS.
- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

WESLEY B. HAAS

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708

01/22/86 DATE

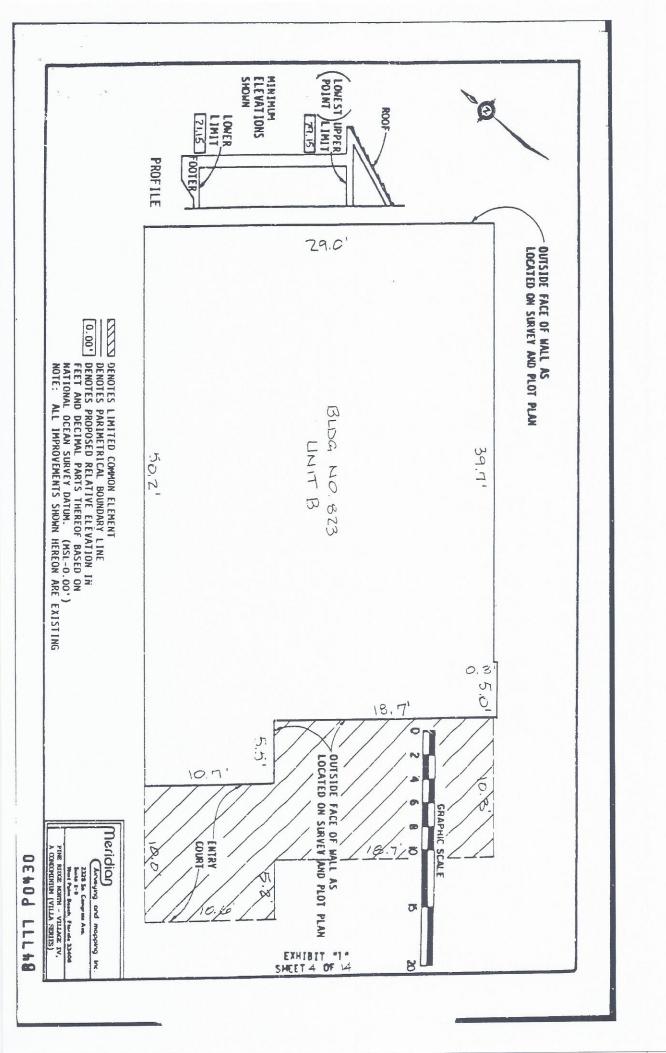
SHEET 1 OF 14

Meridian

2328 So. Congress Ave. Suite 2-A West Paim Beach, FL 33406 (305) 967-5600 1310 W. Colonial Dr. Sulle 12 Orlando, FL 32804 (305) 422-4655

Surveying and mapping inc.

B4117 PO429



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ADDING PHASE(S) XII

WHEREAS, HOVNANIAN OF PALM BEACH VI, INC. (hereinafter referred to as "Sponsor"), desires to submit to Condominium Ownership additional phase(s) to the Condominium, the name of which appears in the title of this document (hereinafter referred to as the "Condominium"), pursuant to the provisions of Section 718.403, Florida Statutes, and to the provisions of the Declaration of Condominium for the Condominium recorded in Official Record Book 4701, page 1834, Public Records of Palm Beach County, Florida, (hereinafter referred to as the "Declaration", reference to which also includes reference to any prior amendments thereto as set forth on EXHIBIT 1 hereof); and,

WHEREAS, Sponsor is the owner of record in fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the survey exhibit(s) attached hereto as EXHIBIT(S) 2, which are incorporated herein by reference; and,

Now, therefore, Sponsor does hereby state and declare that the real property described on the survey exhibit(s) attached hereto as EXHIBIT(S) $\frac{2}{}$, together with improvements thereon, are hereby submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718), as follows:

- l. Exhibit 1 to the Declaration is hereby amended by adding thereto the Surveyor's Certificate(s) and survey exhibit(s) attached to this instrument as Exhibit(s) 2, thereby subjecting the real property described on Exhibit(s) 2, hereto to all the provisions of the Declaration and all exhibits attached thereto, which shall be binding upon all Owners of the Condominium Units upon said real property. Said provisions are enforceable, equitable servitudes running with said real property and existing in perpetuity until the Declaration is revoked and the Condominium is terminated as provided in the Declaration.
 - 2. The real property described in Exhibit(s) $\frac{2}{2}$, hereto is subject to such easements, restrictions, reservations and rights-of-way of record, together with all provisions of the Declaration and exhibits attached thereto.
 - grant, devise, or mortgage, as to any interest in the real property described in Exhibit(s) 2 , hereto, all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof and by the Declaration and all exhibits thereto. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit set forth on Exhibit(s) 2 to this instrument.
 - 4. Exhibit(s) $\frac{2}{}$, to this instrument are survey(s) of the land, graphic description, and plot plan(s) of the improvements constituting the phase(s) added to the Condominium as indicated in the title of this instrument, identifying the Units, Common Elements, and Limited Common Elements, and their relative locations and approximate dimensions.

"WILL CALL DRAWER #28".

This Instrument Prepared by and Record and Return to:
GARY L. KORNFELD, ESQ.
Levy, Kneen, Boyes, Wiener,
Goldstein & Kornfeld, P.A.
Suite 500, Tower A, Forum III
1675 Palm Beach Lakes Boulevard
West Palm Beach, Floring 33401

2U84a/U084a

Each Unit is identified on Exhibit(s) $\frac{2}{2}$, hereto by a specific number. No unit bears the same number as any other Unit. The parking spaces are delineated thereon.

5. In accordance with the provisions of the Declaration, the percentage of ownership of undivided interests in the Common Elements appurtenant to all Units in the Condominium are hereby changed to reflect the submission of these and all prior phase(s) as reflected on Exhibit 3 attached hereto.

IN WITNESS WHEREOF, the party hereto has set its hand and seal this 30th day of December , 1986.

Signed, Sealed and Delivered

in our Presence:

Vice President

ATTEST:

Withing the state of the state res W 0

SEAL) (CORPORATE

STATE OF FLORIDA

)ss.

COUNTY OF PALM BEACH

Before me personally appeared CHARLES C. SHEPHERD and CAROLYN S. JONES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and Asy Secretary of HOVNANIAN OF PALM BEACH VI, INC., and severally acknowledged to and before me that they executed such instrument as such Vice President and Asy Secretary, respectively, 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 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 30th day of December ,

1986.

NOTARY PUBLIC, NUTARY PUBLIC, State of Florica at Large

(NOTARIAL SEAL)

Mark Townson

All Control

My Commission Expires:

. 00

The following are the amendments to the Declaration of Condominium to which this instrument refers, which have been recorded in the Public Records of Palm Beach County, Florida, prior to the recording of this instrument:

- Amendment No. 1 to Declaration of Condominium, submitting Phases VII and IX to condominium ownership, recorded in Official Record Book 4714 at Page 1029, Public Records of Palm Beach County, Florida.
- Amendment No. 2 to Declaration of Condominium, submitting Phases I and II to condominium ownership, recorded in Official Record Book 4734 at Page 1873, Public Records of Palm Beach County, Florida.
- Amendment No. 3 to Declaration of Condominium, submitting Phases V, XVI and XVII to condominium ownership, recorded in Official Record Book 4743 at Page 1208, Public Records of Palm Beach County, Florida.
- Amendment No. 4 to Declaration of Condominium, submitting Phases VI and X to condominium ownership, recorded in Official Record Book 4765 at Page 345, Public Records of Palm Beach County, Florida.
- Amendment No. 5 to Declaration of Condominium, submitting Phases XIII and XIV to condominium ownership, recorded in Official Record Book 4769 at Page 1244, Public Records of Palm Beach County, Florida.
- 6. Amendment No. 6 to Declaration of Condominium, submitting Phases XI, XV, XXIII and Non-Residential Phases A, B, C, D and E to condominium ownership, recorded in Official Record Book 4777 at Page 0415, Public Records of Palm Beach County, Florida.

EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 812 OF PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARANTION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT FACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

GENERAL NOTATIONS:

- ELEVATIONS SHOWN HEREON REPER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACHED SURVEYS.
- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

WESLEY B. /AMAS

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708

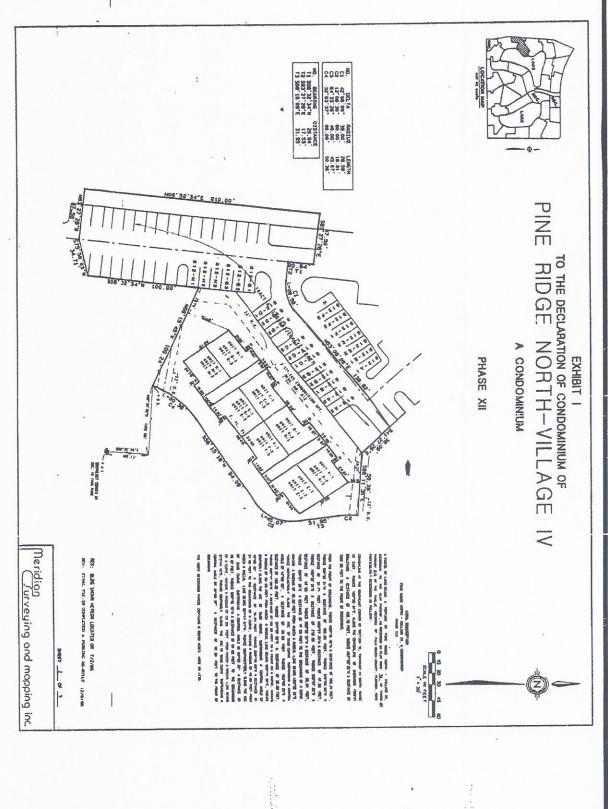
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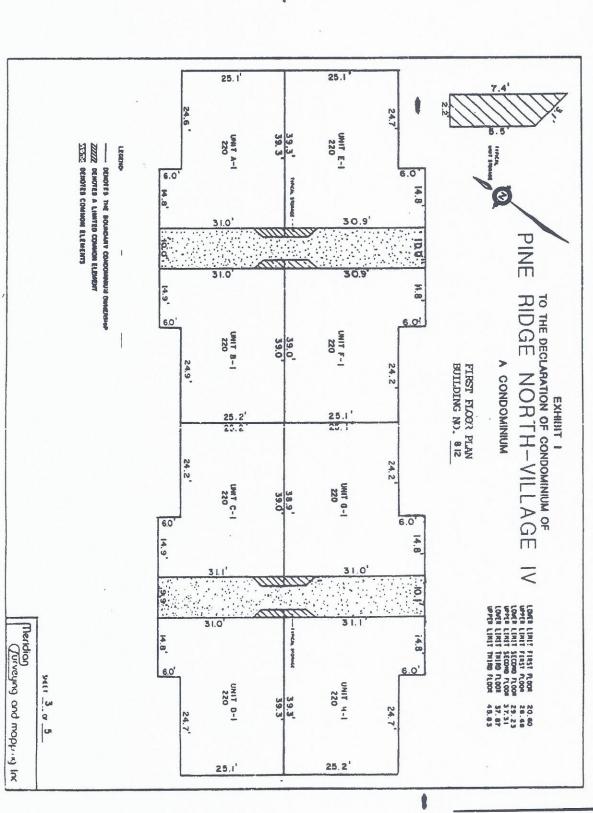
SHEET 1 OF 5

EXHIBIT NO. "2" TO AMENDMENT NO. "7"

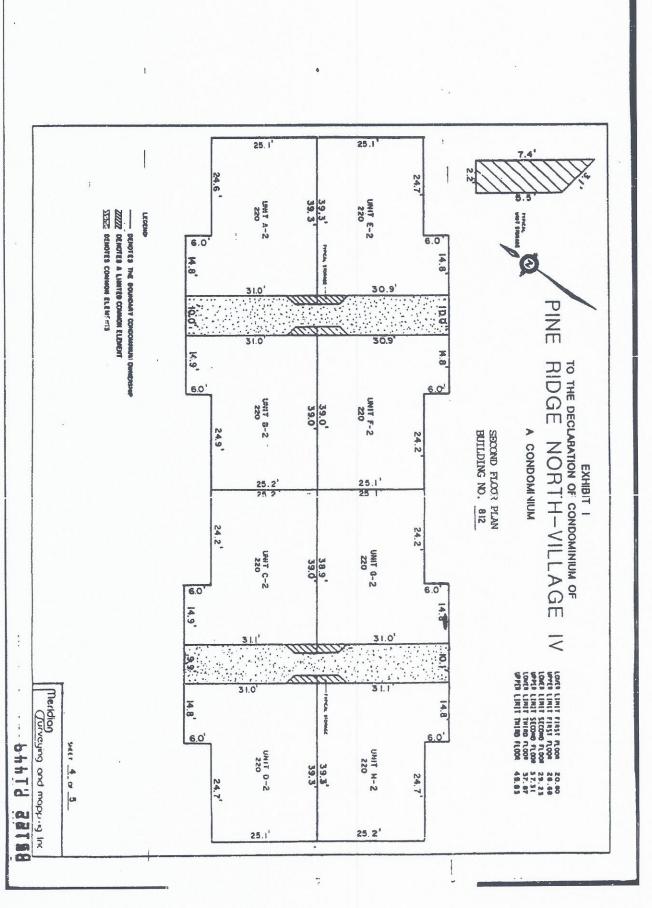
STANLEY/MERIDIAN SURVEYING & MAPPING, INC.

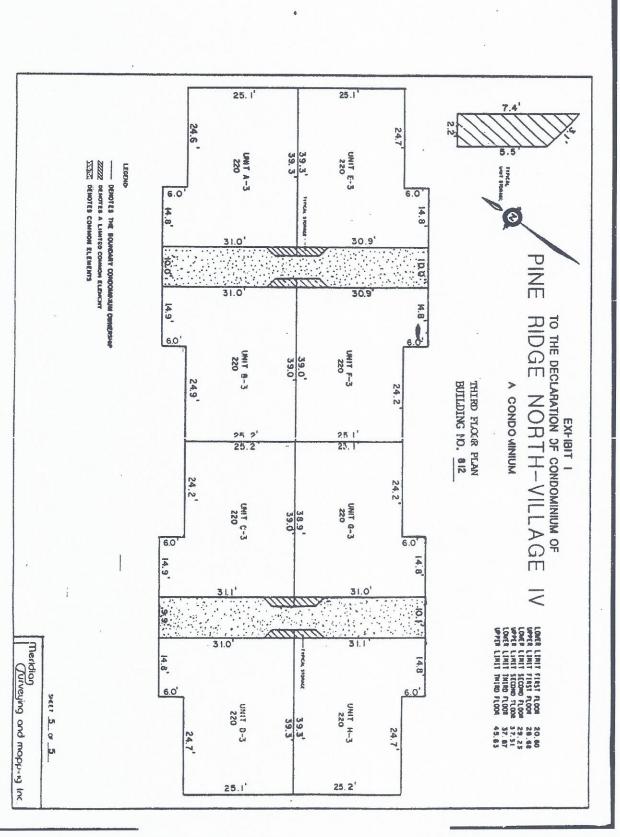






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PINE RIDGE NORTH VILLAGE IV

As phases are added to the Condominium each unit's percentage of undivided interest in Common Elements shall be as follows:

MODEL BUILDING TYPES NUMBERS	NO. OF SQUARE UNITS FOOTAGE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
Phases IV, VIII and III (20 units Villa 804, 808, 803	20 1370	5.0000
Phases IV, VIII, III, VII and IX Villa 804, 808, 803, 807, 809	(36 units) 36 1370	2.7778
Phases IV, VIII, III, VII, IX, I 5300 801, 802 Villa 804, 808, 803, 807, 809	32 1111	1.3090 1.6142
Phases IV, VIII, III, VII, IX, I, 5300 801, 802, 805 Villa 804, 808, 803, 807, 809, 816	II, V and XVI (92 t 48 1111 44 1370	units) .9779 1.2059
Phases IV, VIII, III, VII, IX, I, 5300 801, 802, 805 Villa 804, 808, 803, 807, 809, 816, 817	II, V, XVI and XVII 48 1111 52 1370	I (100 units) .8919 1.0998
Phases IV, VIII, III, VII, IX, I, (140 units)	II, V, XVI, XVII,	X and VI
220 806 5300 801, 802, 805, 1/2 810	24 1064 56 1111	.6231 .6507
1/2 810 1/2 810 Villa 804, 808, 803, 807, 809, 816, 817	8 1468 52 1370	.8598 .8024
Phases IV, VIII, III, VII, IX, I, XIV (172 units)	II, V, XVI, XVII,	(, VI, XIII and
220 806 5300 801, 802, 805, 1/2 810, 1/2 813,	24 1064 72 1111	.5019 .5241
5600 1/2 814 1/2 810, 1/2 813, 1/2 814	24 1468	.6925
Villa 804, 808, 803, 807, 809, 816, 817	52 1370	.6462
PHASES IV, VIII, III, VII, IX, I, XI, XIII and XV (22	II, V, XVI, XVII,)	, VI, XIII, XIV,
220 806, 811 5300 801, 802, 805,	48 1064 84 1111	.3894 .4067
1/2 810, 1/2 813, 1/2 814, 3/4 815	20 1460	.5375
5600 1/2 810, 1/2 813, 1/2 814, 1/4 815 Villa 804, 808, 803, 307,	28 1468 64 1370	.5015
809, 816, 817, 823		

EXHIBIT NO. "3" TO AMENDMENT NO. "7"

Phases IV, XIII, XIV,	VIII, III, VII, IX, I, XI, XXIII, XV, and XII	II, V, (248 Ur	XVI, XVII, nits)	X, VI,
220	806, 811, 812	72	1064	.3562
5300	801, 802, 805 1/2 810, 1/2 813 1/2 814, 3/4 815	84	1111	.3719
5600	1/2 810, 1/2 813 1/2 814, 1/4 815	28	1463	.4914
Villa	804, 808, 803, 807, 809, 816, 817, 823	64	1370	.4586

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

AMENDMENT NO. 8 TO DECLARATION OF CONDOMINIUM

FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

ADDING PHASE(S) XX and XXIV

WHEREAS, HOVNANIAN OF PALM BEACH VI, INC. (hereinafter referred to as "Sponsor"), desires to submit to Condominium Ownership additional phase(s) to the Condominium, the name of which appears in the title of this document (hereinafter referred to as the "Condominium"), pursuant to the provisions of Section 718.403, Florida Statutes, and to the provisions of the Declaration of Condominium for the Condominium recorded in Official Record Book 4701, page 1834, Public Records of Palm Beach County, Florida, (hereinafter referred to as the "Declaration", reference to which also includes reference to any prior amendments thereto as set forth on EXHIBIT 1 hereof); and,

WHEREAS, Sponsor is the owner of record in fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the survey exhibit(s) attached hereto as EXHIBIT(S) 2 and 3, which are incorporated herein by reference; and,

Now, therefore, Sponsor does hereby state and declare that the real property described on the survey exhibit(s) attached hereto as $\mathsf{EXHIBIT}(\mathsf{S})$ 2 and 3 , together with improvements thereon, are hereby submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718), as follows:

- l. Exhibit 1 to the Declaration is hereby amended by adding thereto the Surveyor's Certificate(s) and survey exhibit(s) attached to this instrument as Exhibit(s) 2 and 3, thereby subjecting the real property described on Exhibit(s) 2 and 3, hereto to all the provisions of the Declaration and all exhibits attached thereto, which shall be binding upon all Owners of the Condominium Units upon said real property. Said provisions are enforceable, equitable servitudes running with said real property and existing in perpetuity until the Declaration is revoked and the Condominium is terminated as provided in the Declaration.
- 2. The real property described in Exhibit(s) 2 and 3, hereto is subject to such easements, restrictions, reservations and rights-of-way of record, together with all provisions of the Declaration and exhibits attached thereto.
- 3. In consideration of receiving, and by acceptance of a grant, devise, or mortgage, as to any interest in the real property described in Exhibit(s) 2 and 3, hereto, all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof and by the Declaration and all exhibits thereto. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit set forth on Exhibit(s) 2 and 3 to this instrument.
- 4. Exhibit(s) 2 and 3 , to this instrument are survey(s) of the land, graphic description, and plot plan(s) of the improvements constituting the phase(s) added to the Condominium as indicated in the title of this instrument, identifying the Units, Common Elements, and Limited Common Elements, and their relative locations and approximate dimensions.

"WILL CALL DRAWER #28".

This Instrument Prepared by and Record and Return to: GARY L. KORNFELD, ESQ.
Levy, Kneen, Boyes, Wiener, Goldstein & Kornfeld, P.A.
Suite 500, Tower A, Forum III
1675 Palm Beach Lakes Boulevard West Palm Beach, Florida 33401

5. In accordance with the provisions of the Declaration, the percentage of ownership of undivided interests in the Common Elements appurtenant to all Units in the Condominium are hereby changed to reflect the submission of these and all prior phase(s) as reflected on Exhibit $\underline{4}$ attached hereto.

IN WITNESS WHEREOF, the party hereto has set its hand and seal this 13th day of $\underline{January}$, 1987.

Signed, Sealed and Delivered in our Presence:

Susan Donzalez

By: CHARLES C. SHEPHERD

Vice President

ATTEST:

CAROLYN SI JONES, Accid-Secretar

KCH 1.1.

(CORPORATE SEAL)

STATE OF FLORIDA

))SS.

COUNTY OF PALM BEACH

Before me personally appeared CHARLES C. SHEPHERD and CAROLYN S. JONES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as vice President and Series Secretary of HOVNANIAN OF PALM BEACH VI, INC., and severally acknowledged to and before me that they executed such instrument as such vice President and Secretary, respectively, 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 13th day of January

1987.

(NOTARIAL)

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NOTARY PUBLIC, State of Florida at Larg

20200 01 1 202200 00 000

My Commission Expires:

35141 P0490

The following are the amendments to the Declaration of Condominium to which this instrument refers, which have been recorded in the Public Records of Palm Beach County, Florida, prior to the recording of this instrument:

- Amendment No. 1 to Declaration of Condominium, submitting Phases VII and IX to condominium ownership, recorded in Official Record Book 4714 at Page 1029, Public Records of Palm Beach County, Florida.
- Amendment No. 2 to Declaration of Condominium, submitting Phases I and II to condominium ownership, recorded in Official Record Book 4734 at Page 1873, Public Records of Palm Beach County, Florida.
- Amendment No. 3 to Declaration of Condominium, submitting Phases V, XVI and XVII to condominium ownership, recorded in Official Record Book 4743 at Page 1208, Public Records of Palm Beach County, Florida.
- 4. Amendment No. 4 to Declaration of Condominium, submitting Phases VI and X to condominium ownership, recorded in Official Record Book 4765 at Page 345, Public Records of Palm Beach County, Florida.
- Amendment No. 5 to Declaration of Condominium, submitting Phases XIII and XIV to condominium ownership, recorded in Official Record Book 4769 at Page 1244, Public Records of Palm Beach County, Florida.
- 6. Amendment No. 6 to Declaration of Condominium, submitting Phases XI, XV, XXIII and Non-Residential Phases A, B, C, D and E to condominium ownership, recorded in Official Record Book 4777 at Page 0415, Public Records of Palm Beach County, Florida.
- 7. Amendment No. 7 to Declaration of Condominium, submitting Phase XII to condominium ownership, recorded in Official Record Book 5122 at Page 1443, Public Records of Palm Beach County, Florida.

EXHIBIT 1' TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 820 OF FINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT PACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

CENERAL NOTATIONS:

Secretary of the

- ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- ALL LIMITED COMMON ELEMENTS ARE NOT REPLECTED IN THE ATTACHED SURVEYS.
- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

WESLEY & HAAS

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708

SHEET 1 OF 4

STANLEY/MERIDIAN SURVEYING & MAPPING, INC.

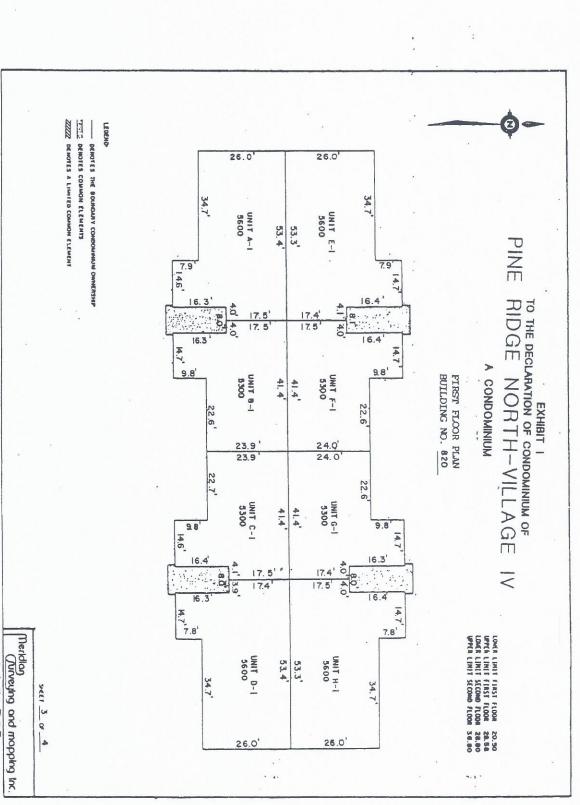
EXHIBIT NO. "2" TO AMENDMENT NO. "8"



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01/09/87

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(Turveying and mapping inc. LOWER TIMES AT STORM SO TO THE TIMES AT STORM SO TO THE SO TO THE SO THE UNIT D-2 UNIT H-2 5600 53.3 53.4 34.7 WEET 3 0 4 26.0 26.0

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EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 824 OF PINE RIDGE NORTH - VILLAGE IV. A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS INLCUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO EACH UNIT, AND COMON ELEMENT FACILITIES, SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED, ARE SUBSTANTIALLY COMPLETE.

GENERAL NOTATIONS:

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- ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACHED SURVEYS.
- 3. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

WESLEY B HARS

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708

01/09/07 DATE

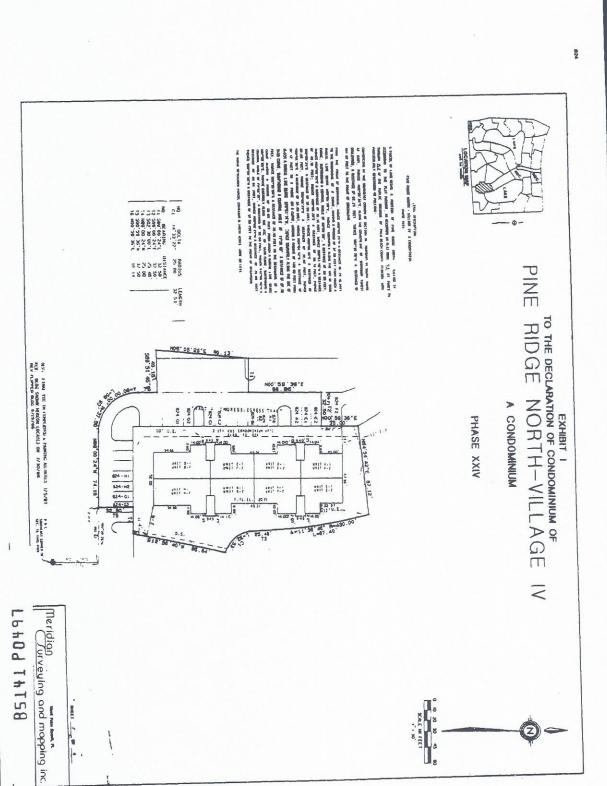
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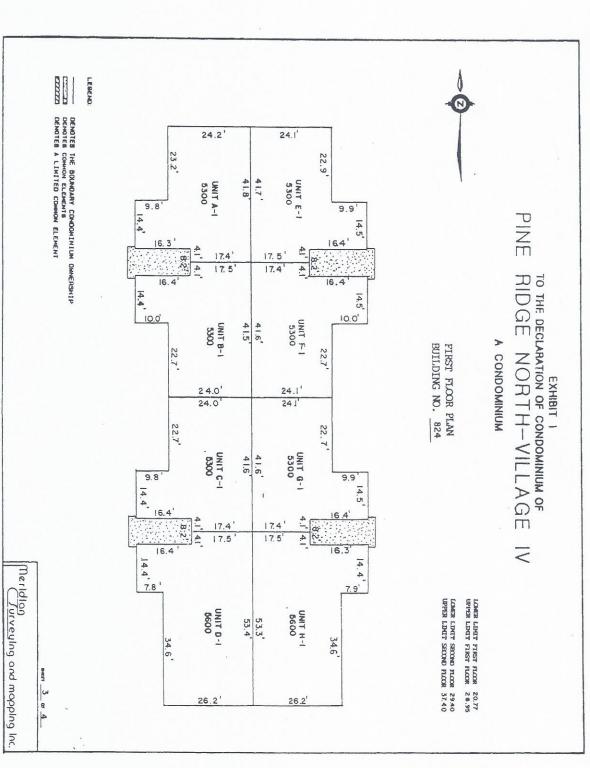
SHEET 1 OF 4

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

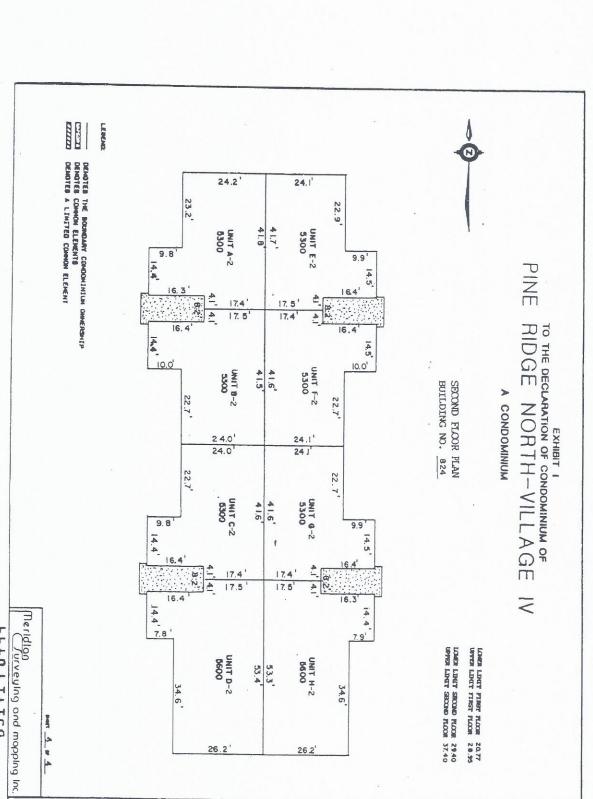
STANLEY/MERIDIAN SURVEYING & MAPPING, INC.

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85141 P0498



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PINE RIDGE NORTH VILLAGE IV

As phases are added to the Condominium each unit's percentage of undivided interest in Common Elements shall be as follows:

MODEL BUILDING TYPES NUMBERS	NO. OF SQUARE UNITS FOOTAGE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
Phases IV, VIII and III (20 units) Villa 804, 808, 803	20 1370	5.0000
Phases IV, VIII, III, VII and IX (36 Villa 804, 808, 803, 807, 809		2.7778
Phases IV, VIII, III, VII, IX, I and 5300 801, 802 Villa 804, 808, 803, 807, 809	32 1111	1.3090
Phases IV, VIII, III, VII, IX, I, I 5300 801, 802, 805 Villa 804, 808, 803, 807, 809, 816	I, V and XVI (92 48 1111 44 1370	units) .9779 1.2059
Phases IV, VIII, III, VII, IX, I, I 5300 801, 802, 805 Villa 804, 808, 803, 807, 809, 816, 817	I, V, XVI and XVI 48 1111 52 1370	I (100 units) .8919 1.0998
Phases IV, VIII, III, VII, IX, I, I 220 806 5300 801, 802, 805, 1/2 810 5600 1/2 810 Villa 804, 808, 803, 807, 809, 816, 817	24 1064 56 1111 8 1468	X and VI .6231 .6507 .8598 .8024
Phases IV, VIII, III, VII, IX, I, I XIV (172 units) 220 806 5300 801, 802, 805, 1/2 810, 1/2 813, 1/2 814 5600 1/2 810, 1/2 813, 1/2 814 Villa 804, 808, 803, 807, 809, 816, 817		X, VI, XIII and .5019 .5241 .6925 .6462
PHASES IV, VIII, III, VII, IX, I, I 220 806, 811 5300 801, 802, 805, 1/2 810, 1/2 813, 1/2 814, 3/4 815 5600 1/2 810, 1/2 813, 1/2 814, 1/4 815 Villa 804, 808, 803, 807, 809, 816, 817, 823	I, V, XVI, XVII, units) 48 1064 84 1111 28 1468 64 1370	X, VI, XIII, XIV, .3894 .4067 .5375 .5015

EXHIBIT NO. "4" TO AMENDMENT NO. "8"

Phases IV, XIII, XIV,	VIII, III, VII, IX, I, II, V, XVI, XVII, X XI, XXIII, XV, and XII (248 Units)	, VI,
220 5300	801, 802, 805 1/2 810, 1/2 813	.3562
5600	1/2 814, 3/4 815 1/2 810, 1/2 813 28 1468	.4914
Villa	1/2 814, 1/4 815 804, 808, 803, 807, 64 809, 816, 817, 823	.4586
Phases IV, XIII, XIV,	VIII, III, VII, IX, I, II, V, XVI, XVII, XI, XX, XXIII, XV, XII and XXIV (264 Units)	X, VI,
220 5300	806, 811, 812 72 1064 801, 802, 805, 96 1111 1/2 810, 1/2 813 1/2 814, 3/4 815	.3348
5600	3/4 824 1/2 810, 1/2 813 32 1468 1/2 814, 1/4 815,	.4619
Villa	1/4 824 804, 808, 803, 807, 64 809, 816, 817, 823	.4308
XI. Phases IV, XIII, XIV,	VIII, III, VII, IX, I, II, V, XVI, XVII, XI, XXIII, XX, XXIV, and XX (280 Unit	X, VI, ts)
220 5300	806, 811, 812 72 1064 801, 802, 805, 104 1111 1/2 810, 1/2 813	.3142
5600	1/2 814, 3/4 815 3/4 824, 1/2 820 1/2 810, 1/2 813 40 1468 1/2 814, 1/4 815,	.4336
Villa	1/4 824, 1/2 820 804, 808, 803, 807, 64 809, 816, 817, 823	.4047

2715

AMENDMENT NO. 9 TO DECLARATION OF CONDOMINIUM

FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

ADDING PHASE(S) XXV

WHEREAS, HOVNANIAN OF PALM BEACH VI, INC. (hereinafter referred to as "Sponsor"), desires to submit to Condominium Ownership additional phase(s) to the Condominium, the name of which

Florida Statutes, and to the provisions of the Declaration of Condominium for the Condominium recorded in Official Record Book 4701, page 1834, Public Records of Palm Beach County, Florida, (hereinafter referred to as the "Declaration", reference to which also includes reference to any prior amendments thereto as set forth on EXHIBIT 1 hereof); and,

WHEREAS, Sponsor is the owner of record in fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the survey exhibit(s) attached hereto as EXHIBIT(S) 2, which are incorporated herein by reference; and

Now, therefore, Sponsor does hereby state and declare that the real property described on the survey exhibit(s) attached hereto as EXHIBIT(S) 2, together with improvements thereon, are hereby submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718), as follows:

- l. Exhibit l to the Declaration is hereby amended by adding thereto the Surveyor's Certificate(s) and survey exhibit(s) attached to this instrument as $\operatorname{Exhibit}(s)$ 2, thereby subjecting the real property described on $\operatorname{Exhibit}(s)$ 2, hereto to all the provisions of the Declaration and all exhibits attached thereto, which shall be binding upon all Owners of the Condominium Units upon said real property. Said provisions are enforceable, equitable servitudes running with said real property and existing in perpetuity until the Declaration is revoked and the Condominium is terminated as provided in the Declaration.
- 2. The real property described in Exhibit(s) $_2$, hereto is subject to such easements, restrictions, reservations and rights-of-way of record, together with all provisions of the Declaration and exhibits attached thereto.
- 3. In consideration of receiving, and by acceptance of a grant, devise, or mortgage, as to any interest in the real property described in Exhibit(s) 2, hereto, all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof and by the Declaration and all exhibits thereto. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit set forth on Exhibit(s) 2 to this instrument.
- 4. Exhibit(s) 2, to this instrument are survey(s) of the land, graphic description, and plot plan(s) of the improvements constituting the phase(s) added to the Condominium as indicated in the title of this instrument, identifying the Units, Common Elements, and Limited Common Elements, and their relative locations and approximate dimensions.

"WILL CALL DRAWER #28".

This Instrument Prepared by and Record and Return to:
GARY L. KORNFELD, ESW.
Levy, Kneen, Boyes, Wiener,
Goldstein & Kornfeld, P.A.
Suite 500, Tower A, Forum III
1675 Falm Beach, Facrida 23401
west Palm Beach, Facrida 23401

20848/00848

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Each Unit is identified on Exhibit(s) 2 , hereto by a specific number. No unit pears the same number as any other Unit. The parking spaces are delineated thereon.

5. In accordance with the provisions of the Declaration, the percentage of ownership of undivided interests in the Common Elements appurtenant to all Units in the Condominium are hereby changed to reflect the submission of these and all prior phase(s) as reflected on Exhibit 3 attached hereto.

IN WITHESS WHENEUR, the party hereto has set its hand and seal this 4th day of February , 1987.

Signed, Sealed and Delivered in our Presence:

Vice President

ATTEST:

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

before me personally appeared CHARLES C. SHEPHERD and CAROLYN S. JONES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and Severally acknowledged to and before me that they executed such instrument as such Vice President and Secretary, respectively, 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.

iss.

WITNESS my hand and official seal this 4th day of February,

PUBLIC, State of Florida at Large

(NOTARIAL SEAL)

1987.

My Commission Expires:

M

The following are the amendments to the Declaration of Condominium to which this instrument refers, which have been recorded in the Public Records of Palm Beach County, Florida, prior to the recording of this instrument:

- Amendment No. 1 to Declaration of Condominium, submitting Phases VII and IX to condominium ownership, recorded in Official Record Book 4714 at Page 1029, Public Records of Palm Beach County, Florida.
- 2. Amendment No. 2 to beclaration of condominium, submitting Phases I and II to condominium ownership, recorded in Official Record Book 4734 at Page 1873, Public Records of Palm Beach County, Florida.
- 3. Amendment No. 3 to Declaration of Condominium, submitting Phases V, XVI and XVII to condominium ownership, recorded in Official Record Book 4743 at Page 1208, Public Records of Palm B∈ach County, Florida.
- 4. Amendment No. 4 to Declaration of Condominium, submitting Phases VI and X to condominium ownership, recorded in Official Record Book 4765 at Page 345, Public Records of Palm Beach County, Florida.
- 5. Amendment No. 5 to Declaration of Condominium, submitting Phases XIII and XIV to condominium ownership, recorded in Official Record Book 4769 at Page 1244, Public Records of Palm Beach County, Florida.
- 6. Amendment No. 6 to Declaration of Condominium, submitting Phases XI, XV, XXIII and Non-Residential Phases A, B, C, D and E to condominium ownership, recorded in Official Record Book 4777 at Page 0415, Public Records of Palm Beach County, Florida.
- 7. Amendment No. 7 to Declaration of Condominium, submitting Phase XII to condominium ownership, recorded in Official Record Book 5122 at Page 1443, Public Records of Palm Beach County, Florida.
- 8. Amendment No. 8 to Declaration of Condominium, submitting Phases XX and XXTV to condominium ownership, recorded in Official Record Book 5141 at Page 0489, Public Records of Palm Beach County, Florida.

EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINCE RIDGE NORTH - VILLAGE IV A CONDONDIZIM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAMS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 825 OF PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SURSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE COMDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

GENERAL MOTATIONS:

- ELEVATIONS SHOWN HEREON REPER TO N.O.S. DATUM AND ARE EXPRESSED IN PEST.
- ALL LIMITED COMMON ELEMENTS ARE NOT REPLECTED IN THE ATTACHED SURVEYS.
- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

WESLEY B. HAAS

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708

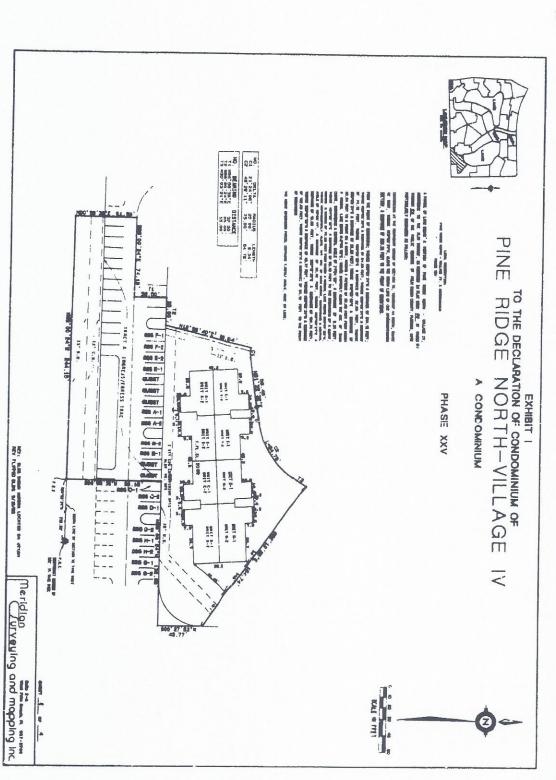
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SHEET 1 OF 4

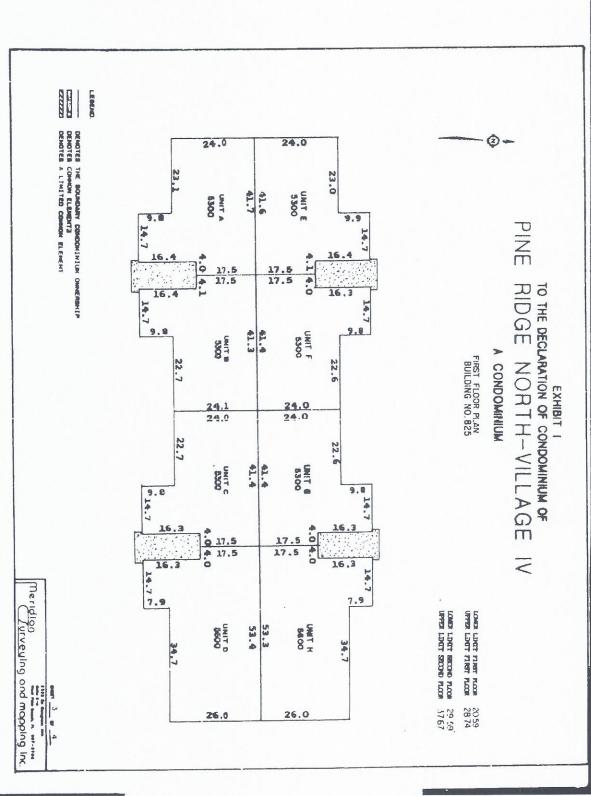
STANLEY/MERIDIAN SURVEYING & MAPPING, INC.

EXHIBIT NO. "2" TO AMPNIMENT NO. "9"

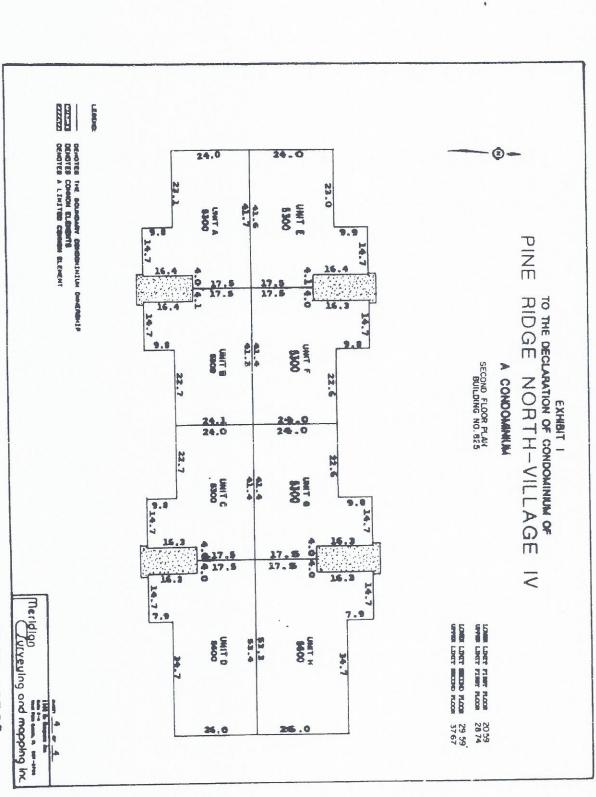




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PINE RIDGE NORTH VILLAGE IV

As phases are added to the Condominium each unit's percentage of undivided interest in Common Elements shall be as follows:

MODEL	BUILDING	NO. OF SOHARE	PERCENTAGE OF UNDIVIDED INTEREST IN
I. Phases Villa	IV, VIII and III (20 unit 804, 808, 803		5.0000
II. Phases Villa	IV, VIII, III, VII and IX 804, 808, 803, 807	(36 units) , 36 1370	2.7778
III. Phases 5300 Villa	IV, VIII, III, VII, IX, I 801, 802 804, 808, 803, 807 809	32 1111	1.3090
IV. Phases 5300 Villa	IV, VIII, III, VII, IX, I 801, 802, 805 804, 808, 803, 807 809, 816	48 1111	units) .9779 1.2059
V. Phases 5300 Villa	IV, VIII, III, VII, IX, I, 801, 802, 805 804, 808, 803, 807, 809, 816, 817		I (100 units) .8919 1.0998
VI. Phases 220 5300 5600 Villa	IV, VIII, III, VII, IX, I, (140 units) 806 801, 802, 805, 1/2 810 1/2 810 904, 808, 803, 807, 809, 816, 817	24 1064 56 1111	X and VI .6231 .6507 .8598 .8024
VII. Phases 1 XIV (172 220 5300 5600 Villa	(V, VIII, III, VII, IX, I, 2 units) 8 06 8 01, 802, 805, 1 /2 810, 1/2 813, 1 /2 814 1 /2 810, 1/2 813, 1 /2 814 8 04, 808, 803, 807, 8 09, 816, 817	11, V, XVI, XVII, 24 1064 72 1111 24 1458 52 1370	X, VI, XIII and .5019 .5241 .6925
VIII. Phases I 220 5300 5600 Villa	V, VIII, III, VII, IX, I, XI, XIII and XV (224 806, 811 801, 802, 805, 1/2 810, 1/2 813, 1/2 814, 3/4 815 1/2 814, 1/4 815 804, 808, 803, 807, 809, 816, 817, 823	II, V, XVI, XVII, X units) 48 1064 84 1111 29 1468 64 1370	.3894 .4067 .5375

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IX.
  806, 811, 812
                                            1064
  5300
               801, 802, 805
1/2 810, 1/2 813
                                            1111
                                                      . 3719
               1/2 814, 3/4 815
  5600
               1/2 810, 1/2 813
                                     28
                                            1468
                                                     . 4914
  ....
               809, 816, 817, 823
                                     54
                                            13/1
                                                     . 4586
  χ.
 220
               806, 811, 812
 5300
              801, 802, 805,
1/2 810, 1/2 813
                                            1064
                                                     . 3348
                                    96
                                            1111
                                                     . 3494
              1/2 814, 3/4 815
              3/4 824
 5600
              1/2 810, 1/2 813
                                    32
                                            1468
                                                     .4619
              1/2 814, 1/4 815,
              1/4 824
 Villa
              804. 808, 803, 807,
809, 816, 817, 823
                                           1370
                                                    . 4308
 220
              806, 811, 812
                                    72
                                           1064
                                                    . 3142
5300
              801, 802, 805,
1/2 810, 1/2 813
1/2 814, 3/4 815
                                    104
                                           1111
                                                    . 3282
              3/4 824, 1/2
                          820
5600
              1/2 810, 1/2 813
                                    40
                                           1468
                                                    .4336
              1/2 814, 1/4 815,
             1/4 824, 1/2 820
Villa
             804, 808, 803, 807,
809, 816, 817, 823
                                           1370
                                                    - 4047
XII.
220
             806, 811, 812
                                           1064
                                                   . 2973
5300
             801, 802, 805,
1/2 810, 1/2 813
1/2 814, 3/4 815
                                   116
                                           1111
                                                    . 3106
             3/4 824, 1/2 820,
             3/4 825
5600
             1/2 810, 1/2 813,
                                   44
                                          1468
                                                   . 4103
             1/2 814, 1/4 815,
             1/4 824, 1/2 820,
             1/4 825
Villa
             804, 808, 803, 807,
809, 816, 817, 823
                                   64
                                          1370
                                                   . 3830
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ORB 5442 Pg 1442

AMENDMENT NO. 10 TO DECLARATION OF CONDOMINIUM

FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM ..

ADDING PHASE(S) XVIII, XIX, XXI, XXII and XXVI

WHEREAS, HOVNANIAN OF PALM BEACH VI, INC. (hereinafter referred to as "Sponsor"), desires to submit to Condominium Ownership additional phase(s) to the Condominium, the name of which appears in the title of this document (hereinafter referred to as the "Condominium"), pursuant to the provisions of Section 718.403, Florida Statutes, and to the provisions of the Declaration of Condominium for the Condominium recorded in Official Record Book 4701, page 1834, Public Records of Palm Beach County, Florida, (hereinafter referred to as the "Declaration", reference to which also includes reference to any prior amendments thereto as set forth on EXHIBIT 1 hereof); and,

whereas, Sponsor is the owner of record in fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the survey exhibit(s) attached hereto as EXHIBIT(S) 2,3,4,5 and 6 , which are incorporated herein by reference; and,

Now, therefore, Sponsor does hereby state and declare that the real property described on the survey exhibit(s) attached hereto as EXHIBIT(S) 2.3.4.5 and 6, together with improvements thereon, are hereby submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718), as follows:

- l. Exhibit 1 to the Declaration is hereby amended by adding thereto the Surveyor's Certificate(s) and survey exhibit(s) attached to this instrument as Exhibit(s) 2.3.4.5 and 6, thereby subjecting the real property described on Exhibit(s) 2.3.4.5 and 6, hereto to all the provisions of the Declaration and all exhibits attached thereto, which shall be binding upon all Owners of the Condominium Units upon said real property. Said provisions are enforceable, equitable servitudes running with said real property and existing in perpetuity until the Declaration is revoked and the Condominium is terminated as provided in the Declaration.
- 2. The real property described in Exhibit(s) 2,3,4,5 and 6, hereto is subject to such easements, restrictions, reservations and rights-of-way of record, together with all provisions of the Declaration and exhibits attached thereto.
- grant, devise, or mortgage, as to any interest in the real property described in Exhibit(s) 2.3.4.5 and 6, hereto, all grantees, devisees, or mortgages, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof and by the Declaration and all exhibits thereto. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit set forth on Exhibit(s) 2.3.4.5 and 6 to this instrument.
- 4. Exhibit(s) 2.3,4,5 and 6, to this instrument are survey(s) of the land, graphic description, and plot plan(s) of the improvements constituting the phase(s) added to the Condominium as indicated in the title of this instrument, identifying the Units, Common Elements, and Limited Common Elements, and their relative locations and approximate dimensions.

"WILL CALL DRAWER #28".

This Instrument Prepared by and Record and Return to:
GARY L. KORNFELD, ESQ. /
Levy, Kneen, Boyes, Wiener,
Goldstein & Kornfeld, P.A.
Suite 500, Tower A, Forum III
1675 Palm Beach Lakes Boulevard
West Palm Beach, Florida 33401

Assum: EACH

Each Unit is identified on $Exhibit(s)\ 2,3,4,5$ and 6 hereto by a specific number. No unit bears the same number as any other Unit. The parking spaces are delineated thereon.

5. In accordance with the provisions of the Declaration, the percentage of ownership of undivided interests in the Common Elements appurtenant to all Units in the Condominium are hereby changed to reflect the submission of these and all prior phase(s) as reflected on Exhibit 7 attached hereto.

IN WITNESS WHEREOF, the party hereto has set its hand and _, 1987. seal this 6th day of October

Signed, Sealed and Delivered

in our Presence

Senior Vice President

HOVNANIAN OF PALM BEACH VI, INC.

ATTEST:

CAROLYN 8. JONES: Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

) \$5.

COUNTY OF PALM BEACH

Before me personally appeared KARL E. PREUSSE and CAROLYN S. JONES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Senior Vice President and Assistant Secretary of HOVNANIAN OF PALM BEACH VI, INC., and severally acknowledged to and before me that they executed such instrument as such Senior Vice President and Assistant Secretary, respectively, 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 6th day of October

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PUBLICA

State of Florida at Large

My Commission Expires:

The Following are the amendments to the Declaration of Condominium to which this instrument refers, which have been recorded in the Public Records of Palm Beach County, Florida, prior to the recording of this instrument:

- Amendment No. 1 to Declaration of Condominium, submitting Phases VII and IX to condominium ownership, recorded in Official Record Book 4714 at Page 1029, Public Records of Palm Beach County, Florida.
- Amendment No. 2 to Declaration of Condominium, submitting Phases I and II to condominium ownership, recorded in Official Record Book 4734 at Page 1873, Public Records of Palm Beach County, Florida.
- Amendment No. 3 to Declaration of Condominium, submitting Phases V, XVI and XVII to condominium ownership, recorded in Official Record Book 4743 at Page 1208, Public Records of Palm Beach County, Florida.
- 4. Amendment No. 4 to Declaration of Condominium, submitting Phases VI and X to condominium ownership, recorded in Official Record Book 4765 at Page 345, Public Records of Palm Beach County, Florida.
- Amendment No. 5 to Declaration of Condominium, submitting Phases XIII and XIV to condominium ownership, recorded in Official Record Book 4769 at Page 1244, Public Records of Palm Beach County, Florida.
- 6. Amendment No. 6 to Declaration of Condominium, submitting Phases XI, XV, XXIII and Non-Residential Phases A, B, C, D and E to condominium ownership, recorded in Official Record Book 4777 at Page 0415, Public Records of Palm Beach County, Florida.
- Amendment No. 7 to Declaration of Condominium, submitting Phase XII to condominium ownership, recorded in Official Record Book 5122 at Page 1443, Public Records of Palm Beach County, Florida.
- 8. Amendment No. 8 to Declaration of Condominium, submitting Phases XX and XXIV to condominium ownership, recorded in Official Record Book 5141 at Page 0489, Public Records of Palm Beach County, Florida.
- Amendment No. 9 to Declaration of Condominium, submitting Phase XXV to condominium ownership, recorded in Official Record Book 5164 at Page 1763, Public Records of Palm Beach County, Florida.

EXHIBIT 1 TO THE DECLARATION OF CONDONINIUM OF

PIME RIDGE NORTH-VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 818 OF PINE RIDGE NORTH-VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

GENERAL NOTATIONS:

- 1. ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- 2. ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACHED SURVEYS.
- 3. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

08/20/87

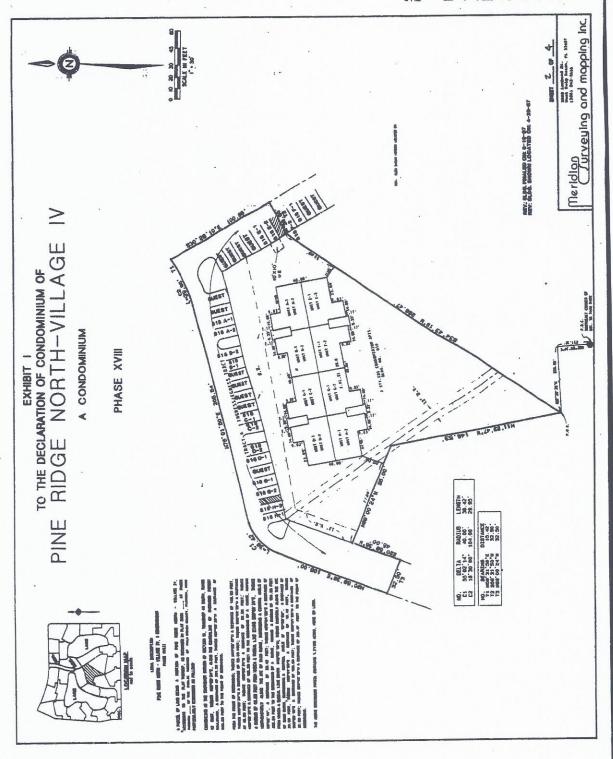
WESLEY B. FAAS PROFESSIONAL NAND SURVEYOR PLORIDA CERTIFICATE NO. 3708

SHEET 1 OF 4

EXHIBIT NO. "2" TO AMENDMENT NO. "10"

STANLEY/MERIDIAN SURVEYING & MAPPING, INC.





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RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

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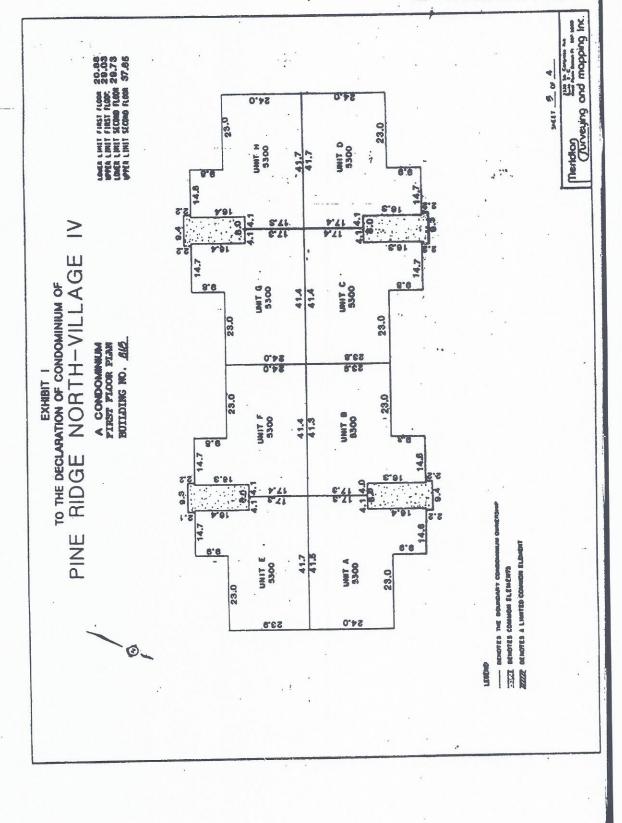
LEGAL DESCRIPTION PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM PHASE XVIII

A PARCEL OF LAND BEING A PORTION OF PINE RIDGE NORTH - VILLAGE IV, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5/ AT PAGES 8/THROUGH 62 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONNENCING AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 44 SOUTH, RANGE 42 EAST, THENCE NO2°20'34°E, ALONG THE CENTERLINE OF SHERMOOD FOREST SOULEVARD, A DESTANCE OF 231.32 FEET; THENCE NO7°39'28°H A DISTANCE OF 236.06 FRET TO THE POINT OF BEGINNING.

FROM THE POINT OF BESIDOLING; THENCE N11023'47"M A DISTANCE OF 148.63 FEET; THENCE N80000'24"M A DISTANCE OF 95.00 FEET; THENCE S2006'36"M A DISTANCE OF 46.00 PWET; THENCE N8000'24"M A DISTANCE OF 32.50 FEET; THENCE N2000'38"E A DISTANCE OF 105.00 FEET TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 40.00 FEET FROM HAICH A RADIAL LINE BEARS S8000'24"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 5602'14", A DISTANCE OF 38.42 FEET; THENCE N76001'50"E A DISTANCE OF 205.64 PWET TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 104.00 FEET FROM HAICH A RADIAL LINE BEARS N1300'10"H; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 1600'00", A DISTANCE OF 29.05 FWET; THENCE 1600'31'80"E A DISTANCE OF 15.42' PWEET; "THENCE S300'28'10"E A DISTANCE OF 100.06 FEET; THENCE S500'31'50"M A DISTANCE OF 32.60 FWET; THENCE S340'43'19"M A DISTANCE OF 298.47 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.21168 ACRES, MORE OR LESS.



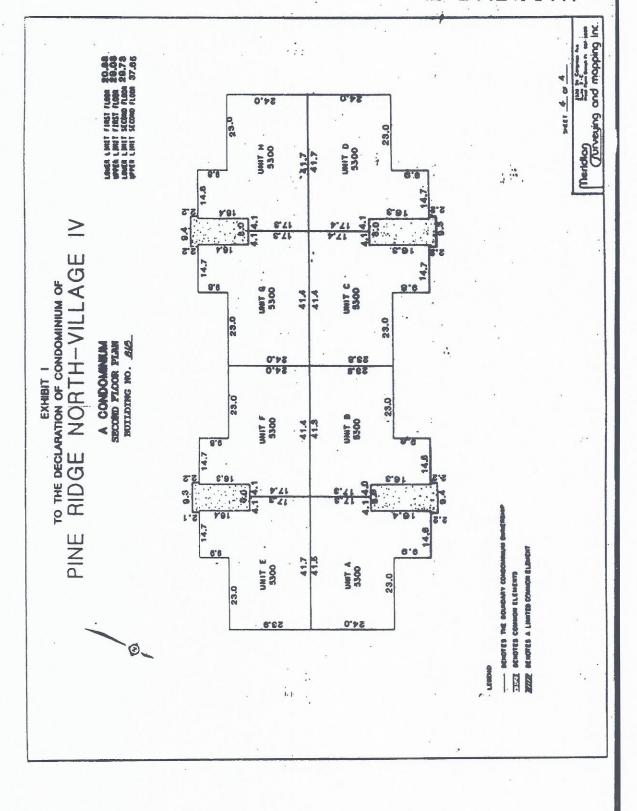




EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENT'S CONSTRUCTION OF UNIT HOLDING NO. 819 OF PINE RILXE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

GENERAL NOTATIONS:

- ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACHED SURVEYS.
- 3. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

WESLEY . HAAS

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708

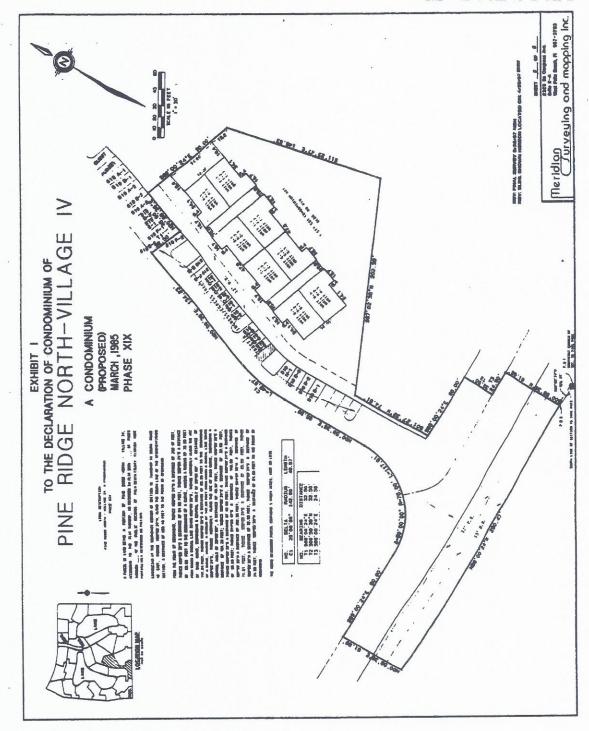
SHEET 1 OF 5

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

DATE

at the

EXHIBIT NO. "3" TO AMENDMENT NO. "10"



ORB 5442 Ps 1452

STANLEY/MERIDIAN SURVEYING & MAPPING, INC.



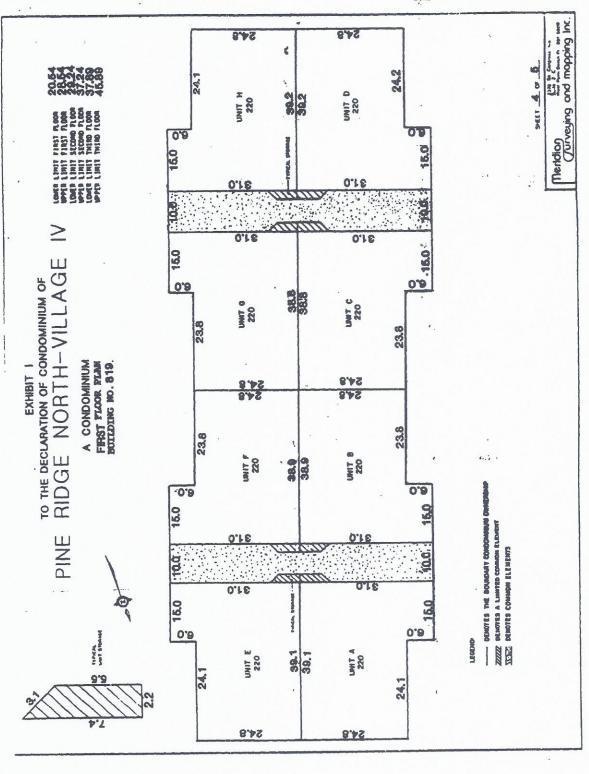
LEGAL DESCRIPTION PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM PHASE XIX

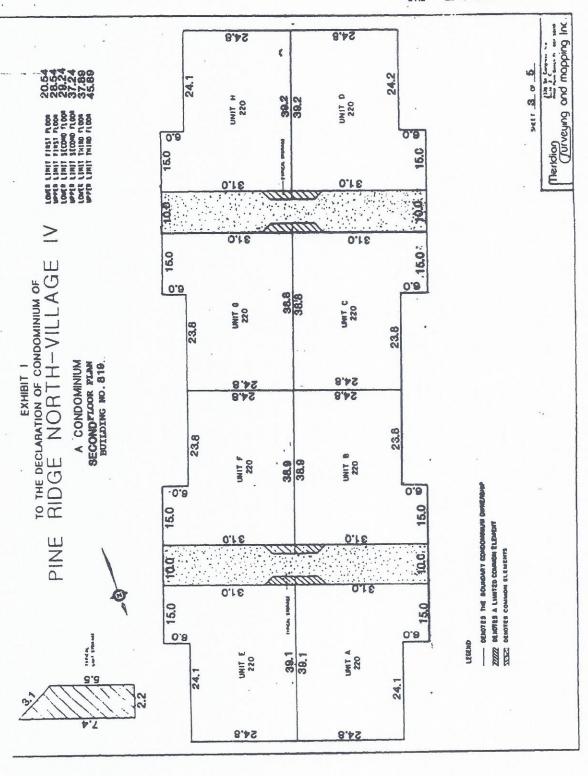
A PARCEL OF LAND BEING A PORTION OF PINE RIDGE NORTH - VILLAGE IV, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGES 8 THROUGH 83 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 44 SOUTH, RANGE 42 EAST, THENCE M89°00'24"H, ALONG THE SOUTH LINE OF THE AFOREMENTIONED SECTION, A DISTANCE OF 928.48 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE N89°00'24"H A DISTANCE OF 290.47 FEET; THENCE NOO*59'36"E A DISTANCE OF 81.68 FEET; THENCE S89*00'24"E A DISTANCE OF 90.00 FEET TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 75.00 FEET FROM MHICH A RADIAL LINE BEARS NOO*59'36"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 117.81 FEET; THENCE NOO*50'38"E A DISTANCE OF 85.96 FEET TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 142.00 FEET FROM WHICH A RADIAL LINE BEARS 589°00'24"E; THENCE HORTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 20°00'00", A DISTANCE OF 49.57 FEET; THENCE N20°59'36"E A DISTANCE OF 134.23 FEET; THENCE S89*00'24"E A DISTANCE OF 32.50 FEET; THENCE N20°59'36"E A DISTANCE OF 45.00 FEET; THENCE S89°00'24"E A DISTANCE OF 95.00 FEET; THENCE \$11923'47"E A DISTANCE OF 148.53 FEET; THENCE S87°02'36"H A DISTANCE OF 202.39 FEET; THENCE S01°27'32"H A DISTANCE OF 74.61 FEET; THENCE S89°00'24"E A DISTANCE OF 86.00 FEET; THENCE S00°59'38"H A DISTANCE OF 32.50 FEET; THENCE S89°00'24"E A DISTANCE OF 24.50 FEET; THENCE S00°59'36"H A DISTANCE OF 61.88 FEET TO THE POINT OF REGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.44824 ACRES, HORE OR LESS.





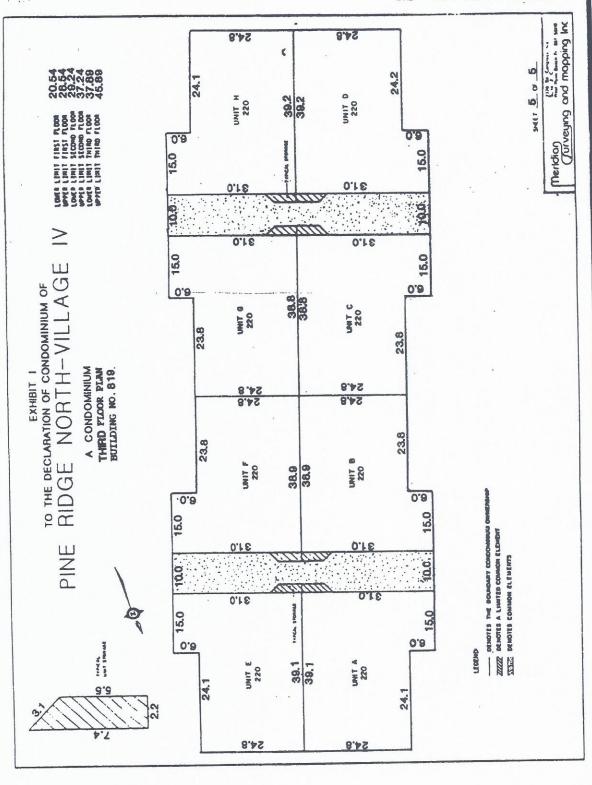


EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH-VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LANS OF THE STATE OF PLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTRUCTION GROUNDING HOLDING NO. 821 OF PINE RIDGE NORTH-VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

GENERAL NOTATIONS:

- ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- 2. ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACHED SURVEYS.
- 3. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL, CONSTRUCTION TOLERANCES.

08/24/87

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708

SHEET 1 OF 4

- W 11212144.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

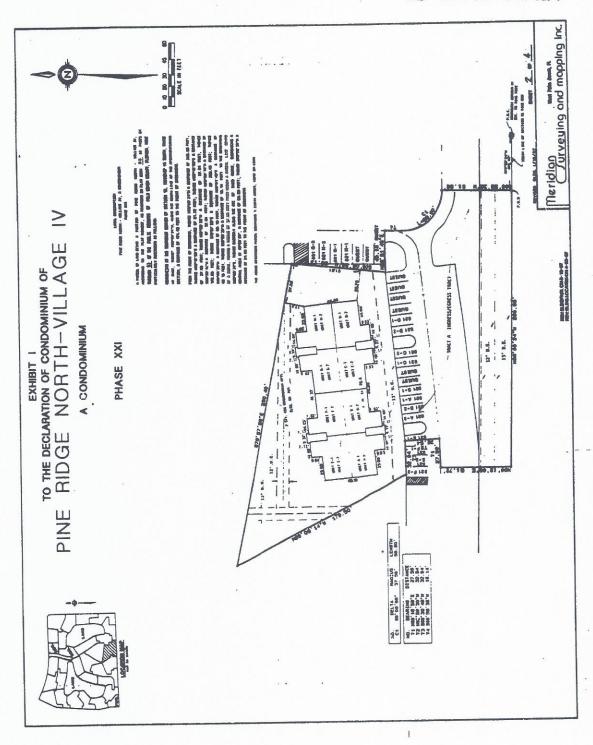
EXHIBIT NO. "4" TO AMENDMENT NO. "10"

STANLEY/MERIDIAN SURVEYING & MAPPING, INC.



LOMBARD CENTER • 2000 LOMBARD STREET • WEST PALM BEACH, FLORIDA 33407 • (305) 842-5656

MEMBER OF THE STANLEY CONSULTANTS GROUP
INTERNATIONAL CONSULTANTS IN ENGINEERING, ARCHITECTURE, PLANNING, AND MANAGEMENT





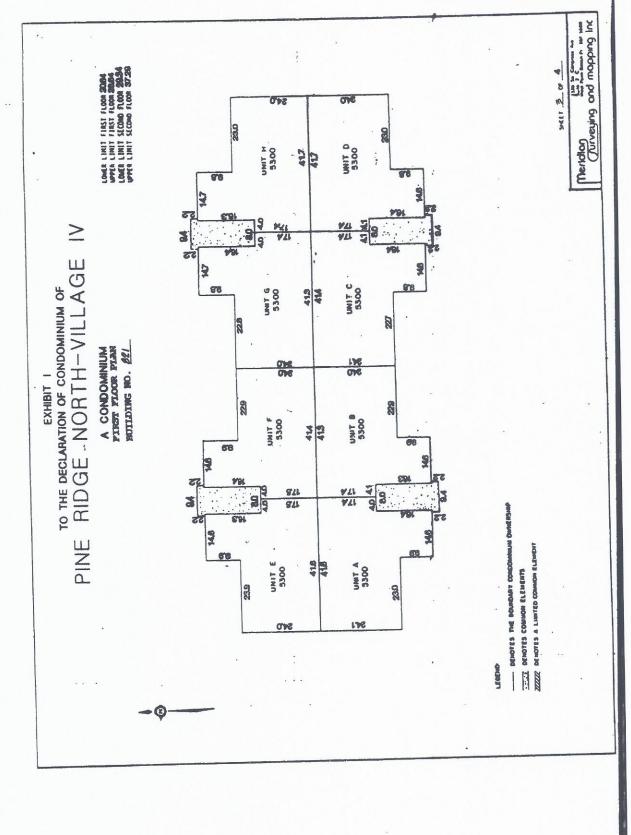
LEGAL DESCRIPTION PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM PHASE XXI

A PARCEL OF LAND BEING A PORTION OF PINE RIDGE NORTH - VILLAGE IV, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51 AT PAGES 81 THROUGH 83 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOHNSHIP 44 SOUTH, RANGE 42 EAST, THENCE N89°00'24"H, ALONG THE SOUTH LINE OF THE AFOREMENTIONED SECTION, A DISTANCE OF 474.43 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE N89°00'24"H A DISTANCE OF 260.98 FEET; THENCE N00°12'05"E A DISTANCE OF 61.72 FEET; THENCE N88°16'58"E A DISTANCE OF 27.59 FEET; THENCE N02°56'35"H A DISTANCE OF 32.54 FEET; THENCE S88°39'48"H A DISTANCE OF 32.04 FEET; THENCE N28°09'14"H A DISTANCE OF 179.50 FEET; THENCE S78°57'56"E A DISTANCE OF 290.40 FEET; THENCE S06°05'26"H A DISTANCE OF 86.13 FEET; THENCE N88°51'48"E A DISTANCE OF 40.16 FEET; THENCE S00°59'36"H A DISTANCE OF 16.14 FEET TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 37.50 FEET FROM HHICH A RADIAL LINE BEARS S89°00'24"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 58.90 FEET; THENCE S00°59'36"H A DISTANCE OF 61.68 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.23814 ACRES, HORE OR LESS.



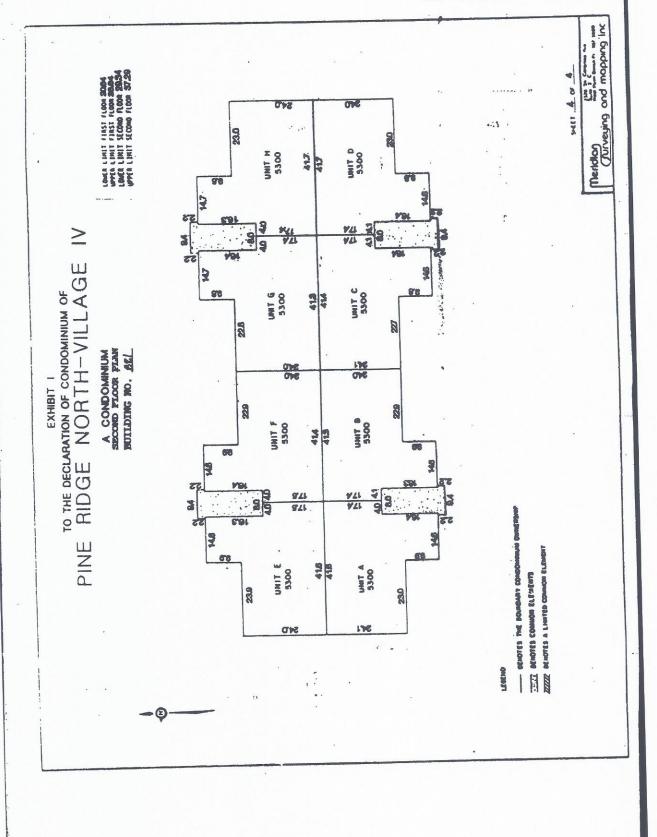






EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH-VILLAGE IV A CONDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HERBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 822 OF PINE RIDGE NORTH-VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

GENERAL NOTATIONS:

- ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACHED SURVEYS.
- 3. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

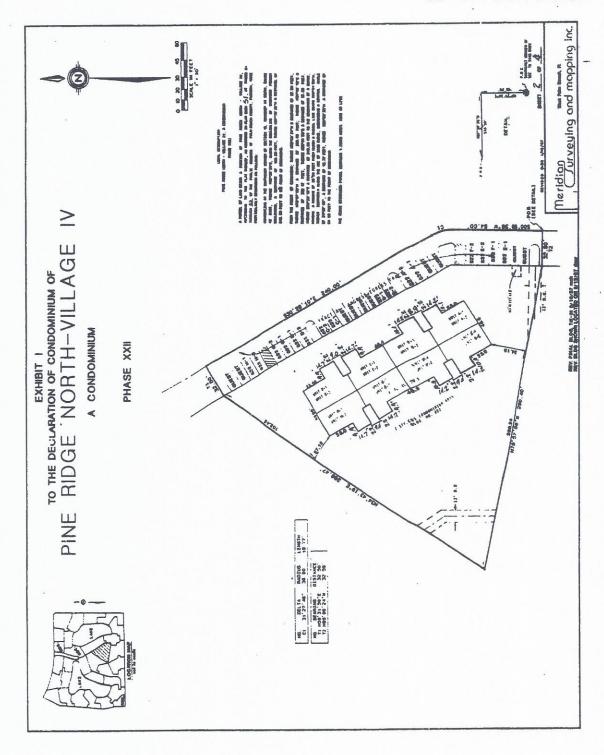
WESLEY E HAAS DATE
PROFESSIONAL LIGHT SURVEYOR

PIORIDA CERTIFICATE NO. 3708

110 a 8.19

SHEET 1 OF 4

EXHIBIT NO. "5" TO AMENDMENT NO. "10"





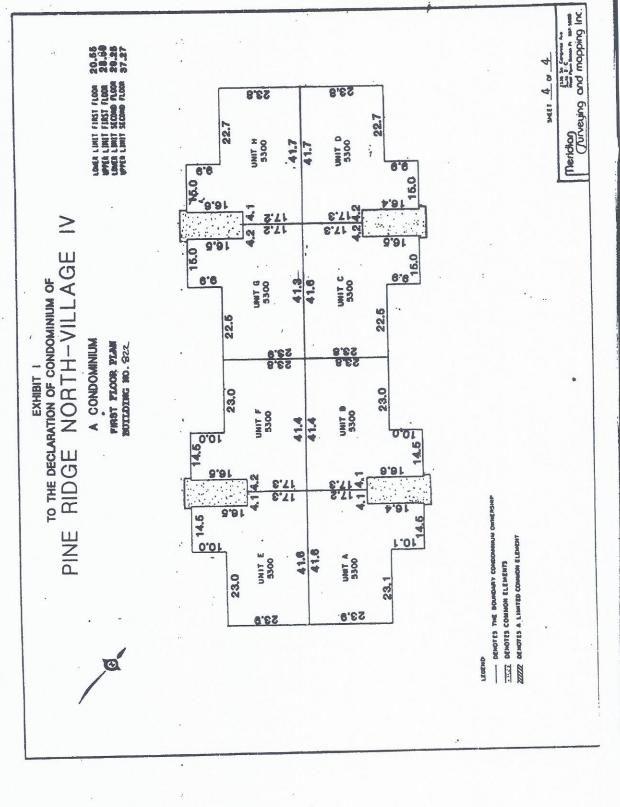
LEGAL DESCRIPTION PINE RIDGE NORTH - VILLAGE 1V, A CONDOMINIUM PHASE XXII

A PARCEL OF LAND BEING A PORTION OF PINE RIDGE NORTH - VILLAGE 1V, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51 AT PAGES 81 THROUGH 83 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 44 SOUTH, RANGE 42 EAST, THENCE NO2°20'34"E, ALONG THE CENTERLINE OF SHERHOOD FOREST BOULEVARD, A DISTANCE OF 168.20 FEET; THENCE M87°39'28"H A DISTANCE OF 518.50 FEET TO WE POINT OF GEGINOLING.

FROM THE POINT OF BEGINNING; THENCE N89°00'24"H A DISTANCE OF 32.50 FEET; THENCE N78°57'56"H A DISTANCE OF 290.40 FEET; THENCE N34°43'19"E A DISTANCE OF 288.47 FEET; THENCE N89°31'80"E A DISTANCE OF 32.50 FEET; THENCE S30°26'10"E A DISTANCE OF 240.00 FEET TO THE SEGINNING OF A CURVE, HAVING A RADIUS OF 38.00 FEET FROM NHICH A RADIAL LINE BEARS S58°31'50"H; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 31°27'46", A DISTANCE OF 19.77 FEET; THENCE SOO°59'36"H A DISTANCE OF 84.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.25300 ACRES, MORE OR LESS.



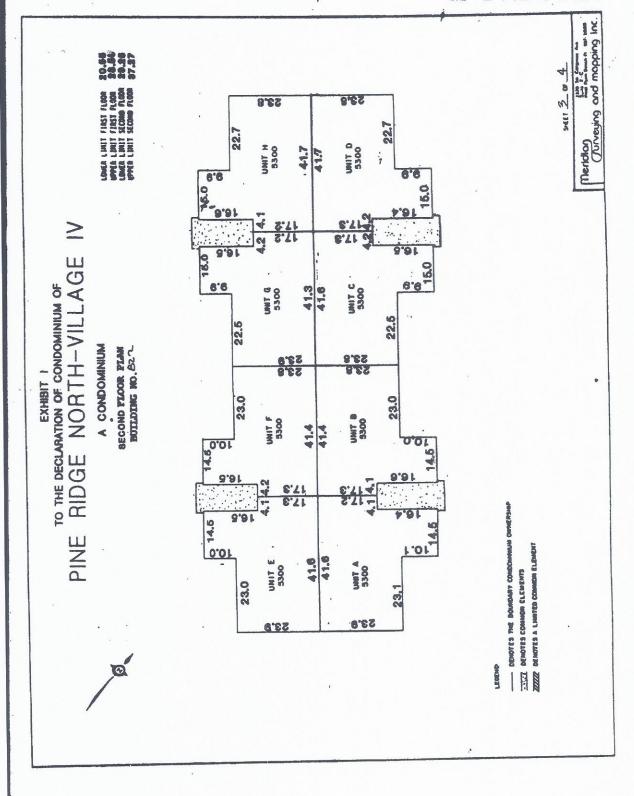




EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILLAGE IV A COMPONENTUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE COMSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 826 OF PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTRICHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

GENERAL NOTATIONS:

- ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
- ALL LIMITED COMMON ELEMENTS ARE NOT REFLECTED IN THE ATTACED SURVEYS.
- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

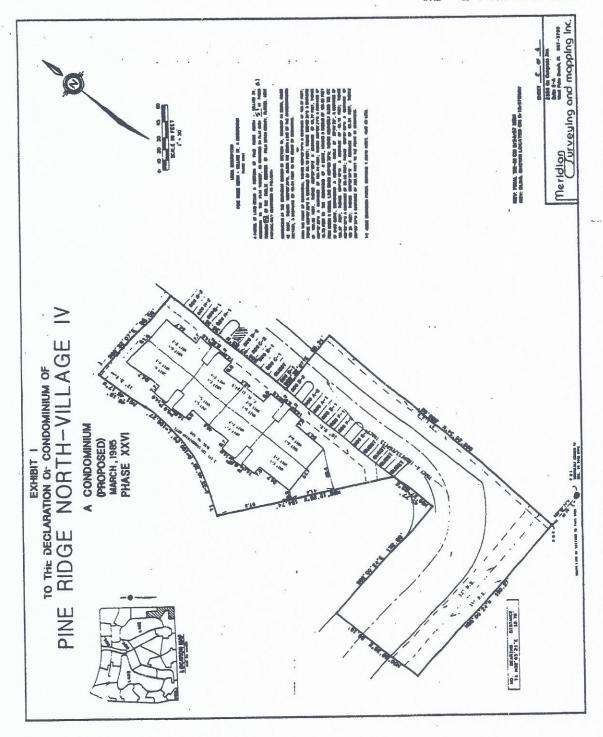
WESTEY BY HAAS

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708 09/29/87 DATE

SHEET 1 OF 4

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT NO. "6" TO AMENDMENT NO. "10"





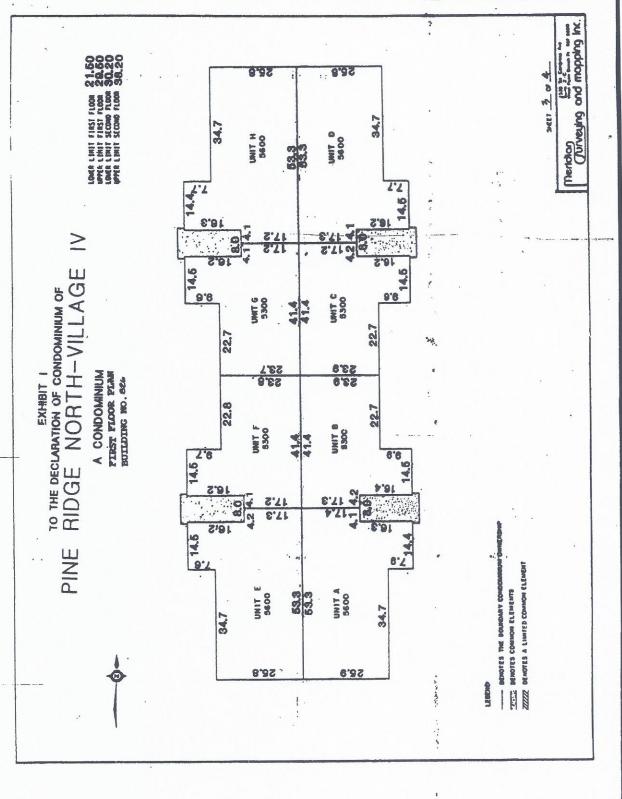
LEGAL DESCRIPTION PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM PHASE XXVI

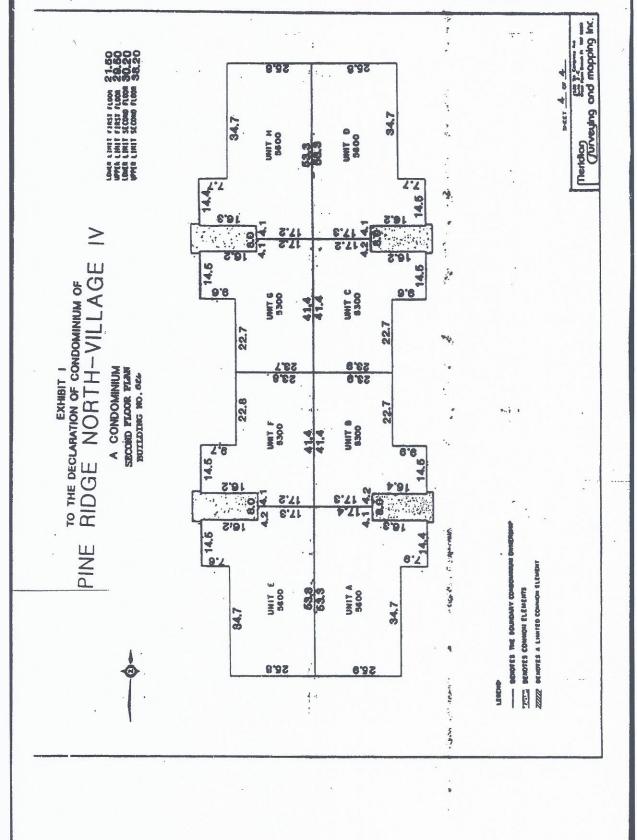
A PARCEL OF LAND BEING A PORTION OF PINE RIDGE NORTH - VILLAGE 14, - ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5/ AT PAGES 8/1 THROUGH 83 OF THE PUBLIC RECORDS OF PALH BEACH COUNTY, FLORIDA, HORE ... PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOHNSHIP 44 SOUTH, RANGE 42 EAST, THENCE N89°00'24°H, ALONG THE SOUTH LINE OF THE AFOREMENTIONED SECTION, A DISTANCE OF 40.01 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE N89°00'24"H A DISTANCE OF 190.27 FEET; THENCE N00°59'36"E A DISTANCE OF 94.18 FEET; THENCE S89°00'24"E A DISTANCE OF 132.89 FEET, THENCE N00°27'53"E A DISTANCE OF 43.77 FEET; THENCE N52°12'25"H A DISTANCE OF 164.74 FEET; THENCE N32°03'21"E A DISTANCE OF 18.78 FEET TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 180.00 FEET FROM HHICH A RADIAL LINE BEARS N67°56'39"H; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 33°49'39", A DISTANCE OF 106.27 FEET; THENCE N01°48'17"H A DISTANCE OF 49.19 FEET; THENCE S89°32'07"E A DISTANCE OF 96.56 FEET; THENCE S00°27'53"H A DISTANCE OF 136.36 FEET; THENCE S89°32'07"E A DISTANCE OF 65.31 FEET; THENCE S02°20'34"H A DISTANCE OF 268.62 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.20810 ACRES, MORE OR LESS.





OCT-22-1987 D1:43PM 87-310809

ORB 5458 Ps 386

AMENDMENT NO. 11 TO DECLARATION OF CONDOMINIUM

FOR PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

ADDING PHASE(S)	XXVII	
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WHEREAS, HOVNANIAN OF PALM BEACH VI, INC. (hereinafter referred to as "Sponsor"), desires to submit to Condominium Ownership additional phase(s) to the Condominium, the name of which appears in the title of this document (hereinafter referred to as the "Condominium"), pursuant to the provisions of Section 718.403, the "Condominium" of the Condominium recorded in Official Record Book Condominium for the Condominium recorded in Official Record Book 4701, page 1834, Public Records of Palm Beach County, Florida, (hereinafter referred to as the "Declaration", reference to which also includes reference to any prior amendments thereto as set forth on EXHIBIT 1 hereof): and,

whereas, Sponsor is the owner of record in fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the survey exhibit(s) attached hereto as EXHIBIT(S) $\frac{2}{2}$, which are incorporated herein by reference; and,

Now, therefore, Sponsor does hereby state and declare that the real property described on the survey exhibit(s) attached hereto as EXHIBIT(S) $\frac{2}{}$, together with improvements thereon, are hereby submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718), as follows:

- l. Exhibit l to the Declaration is hereby amended by adding thereto the Surveyor's Certificate(s) and survey exhibit(s) attached to this instrument as Exhibit(s) 2 , thereby subjecting the real property described on Exhibit(s) 2 , hereto to all the provisions of the Declaration and all exhibits attached thereto, which shall be binding upon all Owners of the Condominium Units upon said real property. Said provisions are enforceable, equitable servitudes running with said real property and existing in perpetuity until the Declaration is revoked and the Condominium is terminated as provided in the Declaration.
- 2. The real property described in Exhibit(s) $\frac{2}{2}$, hereto is subject to such easements, restrictions, reservations and rights-of-way of record, together with all provisions of the Declaration and exhibits attached thereto.
- grant, devise, or mortgage, as to any interest in the real property described in Exhibit(s) 2, hereto, all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof and by the Declaration and all exhibits thereto. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit set forth on Exhibit(s) 2 to this instrument.
- 4. Exhibit(s) 2 , to this instrument are survey(s) of the land, graphic description, and plot plan(s) of the improvements constituting the phase(s) added to the Condominium as indicated in the title of this instrument, identifying the Units, Common Elements, and Limited Common Elements, and their relative locations and approximate dimensions.

"WILL CALL DRAWER #28".

This Instrument Prepared by and Record and Return to:
GARY L. KORNFELD, ESQ.
Levy, Kneen, Boyes, Wiener,
Goldstein & Kornfeld, P.A.
Suite 500, Tower A, Forum III
1675 Palm Beach Lakes Boulevard
West Palm Beach, Florida 33401

Each Unit is identified on Exhibit(s) 2, hereto by a specific number. No unit bears the same number as any other Unit. The parking spaces are delineated thereon.

In accordance with the provisions of the Declaration, the percentage of ownership of undivided interests in the Common Elements appurtenant to all Units in the Condominium are hereby changed to reflect the submission of these and all prior phase(s) as reflected on Exhibit 3 attached hereto.

IN WITNESS WHEREOF, the party hereto has set its hand and , 1987. seal this 21st day of October

Signed, Sealed and Delivered

in pur Presence:

HOVNANIAM OF PALM BEACH VI, INC.

By KARL E. PREUSSE,

Senior Vice President

ATTEST:

CAROLYN S. JONES!

Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

)SS.

COUNTY OF PALM BEACH

Before me personally appeared KARL E. PREUSSE and CAROLYN S. JONES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Senior Vice President and Assistant Secretary of HOVNANIAN OF PALM BEACH VI, INC., and severally acknowledged to and before me that they vi, inc., and severally acknowledged to and before the that they executed such instrument as such Senior Vice President and Assistant Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said affixed to the foregoing instrument by due and corporation and that it was affixed to said instrument by due and and that said instrument is the free regular corporate authority, and act and deed of said corporation.

WITNESS my hand and official seal this 21st day of October

1987.

NOTARY PUBLICA

State of Florida at Large

My Commission Expires:

J. BR (NOTARIAL GEAL) PUDLIC! FLORIDA

The following are the amendments to the Declaration of Condominium to which this instrument refers, which have been recorded in the Public Records of Palm Beach County, Florida, prior to the recording of this instrument:

- Amendment No. 1 to Declaration of Condominium, submitting Phases VII and IX to condominium ownership, recorded in Official Record Book 4714 at Page 1029, Public Records of Palm Beach County, Florida.
- Amendment No. 2 to Declaration of Condominium, submitting Phases I and II to condominium ownership, recorded in Official Record Book 4754 at Page 1873, Public Records of Palm Beach County, Florida.
- 3. Amendment No. 3 to Declaration of Condominium, submitting Phases V, XVI and XVII to condominium ownership, recorded in Official Record Book 4743 at Page 1208, Public Records of Palm Beach County, Florida.
- 4. Amendment No. 4 to Declaration of Condominium, submitting Phases VI and X to condominium ownership, recorded in Official Record Book 4765 at Page 345, Public Records of Palm Beach County, Florida.
- 5. Amendment No. 5 to Declaration of Condominium, submitting Phases XIII and XIV to condominium ownership, recorded in Official Record Book 4769 at Page 1244, Public Records of Palm Beach County, Florida.
- Amendment No. 6 to Declaration of Condominium, submitting Phases XI, XV, XXIII and Non-Residential Phases A, B, C, D and E to condominium ownership, recorded in Official Record Book 4777 at Page 0415, Public Records of Palm Beach County, Florida.
- Amendment No. 7 to Declaration of Condominium, submitting Phase XII to condominium ownership, recorded in Official Record Book 5122 at Page 1443, Public Records of Palm Beach County, Florida.
- 8. Amendment No. 8 to Declaration of Condominium, submitting Phases XX and XXIV to condominium ownership, recorded in Official Record Book 5141 at Page 0489, Public Records of Palm Beach County, Florida.
- Amendment No. 9 to Declaration of Condominium, submitting Phase XXV to condominium ownership, recorded in Official Record Book 5164 at Page 1763, Public Records of Palm Beach County, Florida.
- 10. Amendment No. 10 to Declaration of Condominium, submitting Phases XVIII, XXI, XIX, XXII and XXVI to condominium ownership, recorded in Official Record Book 5442 at Page 1442, Public Records of Palm Beach County, Florida.

Supplementary market and the supplementary a



EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF

PINE RIDGE NORTH - VILLAGE IV A CONDONINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 827 OF PINE RIDGE NORTH - VILLAGE IV, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

GENERAL NOTATIONS:

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- DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

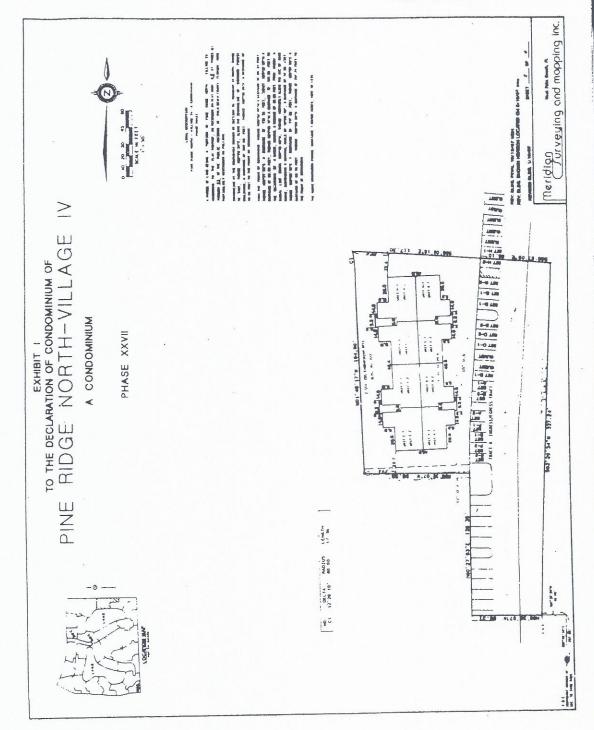
WEST FY B. HAAS

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. 3708

SHEET 1 OF 4

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT NO. "2" TO AMENDMENT NO. "11"



RECORDER'S MEMO: Lapidity

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