

Boca
Reef

State of Florida

Department of State

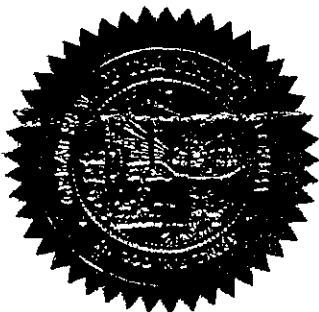


I, Richard (Dick) Stone, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

BOCA REEF ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 16th day of June,
A.D., 1971, as shown by the records of this office.



Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 16th day of June,
A.D. 1971.

Richard (Dick) Stone
Secretary of State

ARTICLES OF INCORPORATION

OF

BOCA REEF ASSOCIATION, INC.

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

ARTICLE I

Name

The name of the corporation shall be BOCA REEF ASSOCIATION, INC., which corporation shall hereinafter be referred to as the Association.

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Section 711.12 of the Florida Condominium Act, which is Chapter 711, Florida Statutes, for the operation of BOCA REEF, a condominium, located in Palm Beach County, Florida.

ARTICLE III

Powers

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

1. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida which are not in conflict with the terms of these Articles:

2. The Association shall have all of the powers and duties set forth in the Florida Condominium Act except as limited by these Articles and the Boca Reef Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the Condominium as set forth in said Declaration, including but not limited to the following:

- (a) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To undertake the maintenance, repair, replacement and operation of the condominium property, or property leased by the Association for condominium use.
- (d) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.
- (e) To reconstruct the condominium improvements after casualty and construct further improvements of the condominium property, as needed.
- (f) To make reasonable rules and regulations respecting the use of the condominium property.

Boca
Reef

- (g) To approve, or disapprove, the leasing and transfer of ownership of apartments as may be provided by the Declaration of Condominium and the Bylaws.
- (h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation the Bylaws of the Association and the rules and regulations for the use of the property in the condominium.
- (i) To contract for the management of the condominium properties, and to delegate all management powers and duties to a qualified person, firm, or corporation, except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or of the membership of the Association.
- (j) To contract for the management and operation of portions of the common elements susceptible to separate management and operation, and to lease the same.
- (k) To employ personnel necessary to perform the services required for proper operations of the condominium.
- (l) To enter into, as lessee, leases for property to be used as recreational facilities and to make and collect assessments against members to defray the cost of taxes, maintenance, repair, rental and operation of the improvements thereon.

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

4. The Association shall make no distribution of income to its members, directors or officers.

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

ARTICLE IV Members

1. The members of the Association shall consist of all of the record owners of apartments in the Boca Reef apartment building in Palm Beach County, Florida.

2. Transfer of membership in the Association shall be established by the recording in the public records of Palm Beach County, Florida, of a condominium deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument; the owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

3. 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 or her apartment.

4. The members of the Association, singly or collectively, shall be entitled to only one vote for each apartment owned by them. The exact manner of exercising voting rights when there are two or more owners of one apartment shall be determined by the Bylaws of the Association.

ARTICLE V Directors

1. The affairs of the Association will be managed by a Board consisting of the number of directors as shall be determined by the Bylaws of the Association, but shall be not less than three in number. In the absence of a determination as

to the number of members, the Board of Directors shall consist of three directors.

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

3. The first election of directors by the membership of the Association shall not be held until after all of the apartments of the condominium have been sold by the Developer, Fusilier Properties Corp., or until January 1, 1973 or until the developer shall voluntarily call an election, whichever shall first occur.

4. The directors herein named shall serve until the first election of directors by association members, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

5. 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:

<u>Name</u>	<u>Address</u>
Arthur Greason	3051 South Ocean Boulevard Boca Raton, Florida
Edgar Lawson	3051 South Ocean Boulevard Boca Raton, Florida
Arthur Greason, Jr.	3051 South Ocean Boulevard Boca Raton, Florida

ARTICLE VI Officers

The affairs of the Association shall initially be administered by the officers named in these Articles of Incorporation. After the developer has relinquished control of the Board of Directors, the officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association; which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors elected by the membership of the Association are as follows:

<u>Name and Address</u>	<u>Office</u>
Arthur Greason 3051 South Ocean Boulevard Boca Raton, Florida	President
Edgar Lawson 3051 South Ocean Boulevard Boca Raton, Florida	Vice President
Arthur Greason, Jr. 3051 South Ocean Boulevard Boca Raton, Florida	Secretary - Treasurer

ARTICLE VII Indemnification

Every director, and every officer of the Association, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him, in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his

being, or having been, a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

ARTICLE VIII
Bylaws

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

ARTICLE IX
Amendments

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

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

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors, or by any one or more members of the Association. Directors and members not present in person, or by proxy, at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Association at, or prior to, the meeting.

(a) Such approval must be by not less than 75% of the entire membership of the Board of Directors, and by not less than 75% of the votes of the entire membership of the Association; or

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

3. No amendment shall make any changes in the qualifications for membership or in the voting rights of members, or any change in paragraphs 3 and/or 4 of Article III hereof, without approval in writing by all members.

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

ARTICLE X
Term

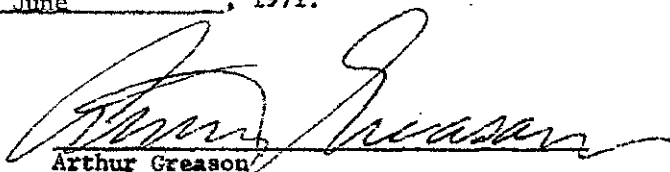
The term of the Association shall be the life of the condominium, unless the Association is terminated sooner by action of its members. The Association shall be dissolved by the termination of the condominium in accordance with the provisions of the Declaration of Condominium.

ARTICLE XI
Subscribers

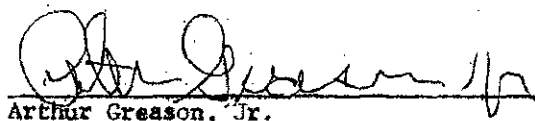
The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Arthur Greason	3051 South Ocean Boulevard Boca Raton, Florida
Edgar Lawson	3051 South Ocean Boulevard Boca Raton, Florida
Arthur Greason, Jr.	3051 South Ocean Boulevard Boca Raton, Florida

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 7th day of June, 1971.


Arthur Greason


Edgar Lawson


Arthur Greason, Jr.

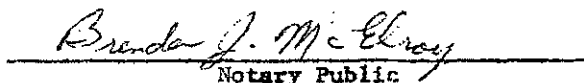
STATE OF FLORIDA)
COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, ARTHUR GREASON, who being by me first duly sworn, deposes and says that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County as aforesaid, this 7th day of June, 1971.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 7, 1974
BONDED THROUGH MURSKI-HUCKLEBERRY, INC.


Notary Public
(SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EDGAR LAWSON, who being by me first duly sworn, deposes and says that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County as aforesaid, this 7th day of June, 1971.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My commission expires 7/4
BONDED THROUGH MURSKI-HUCKLEBERRY, INC.

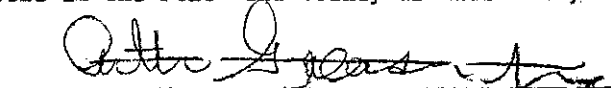
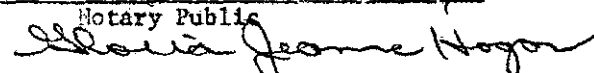

Notary Public
(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

PERSONALLY APPEARED before me, the undersigned authority, ARTHUR GREASON, JR., who being by me first duly sworn deposes and says that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County as aforesaid, this 11th day of June, 1971.

My commission expires:


Notary Public
(SEAL) 

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 28, 1974
BONDED THROUGH FRED W. DIESTELHORST

7
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DECLARATION OF CONDOMINIUM

OF

BOCA REEF
A Condominium

3051 South Ocean Boulevard
Boca Raton, Florida

MADE this July 14, 1971, by FUSILIER PROPERTIES CORP., called Developer, for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, hereafter called the Condominium Act.

1.1 Name and Address. The name by which this Condominium is to be identified is BOCA REEF, a Condominium, and its address is 3051 South Ocean Boulevard, Boca Raton, Florida.

1.2 The Land. The lands owned by the Developer, which by this instrument are submitted to the Condominium form of ownership are those certain lands lying in Palm Beach County, Florida, as described below, which lands are herein called "the Land."

Lots 13 and 14 of JOHNSTON HEIGHTS, Boca Raton, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded on Plat Book 24 at Page 109.

2. Definitions. The terms used in this Declaration and its Exhibits shall have the meanings stated in the Condominium Act (Section 711.03, Florida Statutes) and as follows, unless the context otherwise requires:

2.1 Apartment and Unit means unit as defined by the Condominium Act.

2.2 Association means BOCA REEF ASSOCIATION, INC. and its successors.

2.3 Common Elements shall include the tangible personal property required for the maintenance and operation of the Condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

2.4 Common Expenses include:

a. Expenses of administration; expenses of insurance, maintenance, operation, repair and betterment of the common elements, rent for the beach recreation facility and of the portions of apartments to be maintained by the Association.

b. Expenses declared common expenses by provisions of this Declaration or the By-Laws.

c. Any valid charge against the Condominium property as a whole.

2.5 Condominium means all of the Condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.6 Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural and the use of any gender shall be deemed to include all genders.

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

3. Development Plan. The Condominium is described and established as follows:

3.1 Survey. A survey and plot plan of the land showing the improvements on it is attached as Exhibit A-1. A revised survey and site plan is attached hereto as Exhibit A-2, and by this reference is incorporated herein and Exhibit A-2 hereby supercedes A-1.

3.2 Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications prepared by JOHN DUGGER, Architect of Thomas Brodbury & Associates, Atlanta, Georgia. A portion of said plans are attached as the following Exhibits:

- B-1 First Floor Plan and Engineers Certificate
- B-2 Second Floor Plan
- B-3 Third Floor Plan
- B-4 Fourth Floor Plan
- B-5 Fifth Floor Plan
- B-6 Sixth Floor Plan
- B-7 Seventh Floor Plan
- B-8 Typical Apartments
- B-9 Revised First Floor Plan - North Section

3.3. Amendment of Plans:

a. Alteration of Apartment Plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in the boundaries between units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one (1) unit is concerned, the Developer shall apportion between the units and shares in the common elements appurtenant to the units concerned.

b. Amendment of Declaration. An amendment to this Declaration reflecting such authorized alteration of apartment plans by Developer, need be acknowledged only by the Developer and need not be approved by the Association, apartment owners, or lienors, or mortgages of other apartments whether or not elsewhere required for an amendment.

3.4 Easements are reserved through the Condominium property as may be required for utility services in order to serve the Condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

3.5 Improvements. The Condominium includes one apartment building containing seven floors and 50 two-bedroom apartments. There are two apartments on the first floor and eight apartments on each of the remaining six floors.

3.6 Upper Boundaries:

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

- (1) Upper boundaries - the horizontal plane of the undecorated ceiling.
- (2) Lower boundaries - the horizontal plane of the undecorated floor.

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

3.7 Common Elements. The common elements include the land and all other parts of the Condominium not within the apartment units including elevator, walkways, stairways, exercise and lounge rooms, swimming pool, vault and meter rooms.

4. The Units. There are 50 apartment units, all of which are more particularly described and the rights and the obligations of the owners are established as follows:

4.1 Typical Apartment Plans. All 50 apartments have two (2) bedrooms, two (2) baths, dining area, living room and kitchen.

4.2 Apartment Numbers. The 50 apartment units are located in accordance with the floor plans attached hereto and marked Exhibit "B-2 through B-9." The numerical designation of each apartment is in accordance with said Exhibits.

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

c. Common Elements. There shall be appurtenant to each apartment an undivided one-fiftieth share of the common elements.

b. Automobile Parking. The common elements include parking areas. Occupants of each apartment shall be entitled to the use of one parking space. Parking spaces will be subject to regulation by the Association.

c. Balconies. Each apartment in the Condominium shall have the exclusive use of the balcony which adjoins the living room of said apartment.

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

4.4 Liability for Common Expense. Each apartment owner shall be liable for a one-fiftieth share of the common expense and shall be entitled to an identical share in the common surplus.

4.5 Lessor's Lien on Condominium Parcel. The Lessor under that certain ninety-nine year lease, a copy of which is attached hereto as Exhibit "E", shall have a lien on each Condominium parcel for any unpaid portion of any assessment made by the Association for the purpose of permitting the Association to pay rental and taxes on the property subject to said ninety-nine year lease. Said lien shall also secure reasonable attorneys' fees incurred by the Lessor incident to the collection of such unpaid portion or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, of a claim of lien stating the description of the Condominium parcel, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall include only the unpaid portion of assessments which are due and payable to the Lessor when the claim of lien is recorded. Upon full payment the owner and the Association shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of

foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. Such liens may be foreclosed by suit brought in the name of the Lessor in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the apartment owner shall be required to pay a reasonable rental for the Condominium parcel, and the Lessor shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid portion of assessments may be maintained without waiving the lien securing the same. The provisions of this subparagraph shall be construed as a covenant in favor of the Lessor, its successors and assigns, and may be enforced by it against the Association and each Condominium parcel owner, their heirs, successors, representatives and assigns.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium property and restrictions upon its alteration and improvements shall be as follows:

5.1 Apartments:

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

(1) All boundary walls and slabs of a unit, except interior surfaces, and all portions of a unit contributing to the support of the apartment buildings, which portions to be maintained shall include, but not be limited to the outside walls of the apartment buildings and all fixtures on their exterior, boundary walls of units, floors, and ceiling slabs, load bearings columns and load bearing walls.

(2) Balconies, except the painting of floors and the inside of parapets.

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

(4) All incidental damages caused to an apartment by such work shall be repaired promptly at the expense of the Association.

(5) Provided that the Association shall have authority to require unit owners to maintain, repair and replace windows and glass doors, except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

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

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

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

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

(4) To install carpeting in all portions of the apartment except for the bathroom and kitchen areas.

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

5.2 Common Elements:

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

maintain all areas leased to it for recreational or other purposes.

b. Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the common elements without prior approval in writing by the owners of not less than seventy-five (75%) percent of the common elements except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner on the common elements altered or further improved, nor in his share of common expense whether or not the apartment owner contributes to the cost of such alteration or improvements.

6. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of Common Expense. Each apartment owner shall be liable for a $1/50$ share of the common expenses, and shall share in the common surplus on the same basis. The common expenses shall include, but not be limited to the expenses of operation, maintenance, repair or replacement of the common elements and of the beach recreation facility, costs of carrying out the powers and duties of the Association and other expenses designated as common expense by this Declaration by the By-Laws of the Association.

6.2 Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of 8% per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

6.3 Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

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

7. Association. The operation of the Condominium shall be by BOCA REEF ASSOCIATION, INC., a corporation not-for-profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit C.

7.2 By-Laws. The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached as Exhibit D.

7.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

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

7.5 Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

7.6 Voting Rights. Members of the Association shall be entitled to one (1) vote for each apartment owned by them. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

7.7 The Association shall have the power and authority to enter into long-term leases for recreation facilities.

8. Insurance. The insurance, other than title insurance, which shall be carried upon the Condominium property, and the property of the apartment owners, shall be governed by the following provisions:

8.1 Authority to Purchase; Named Insured. All insurance policies upon the Condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the apartment owners, without naming them and their mortgagees. Provisions shall be made for the issuance of the mortgage endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereafter designated and all policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

8.2 Insurer. The insurer shall be an insurance company authorized to do business in Florida and said insurance must be purchased through an agent having a place of business in Broward County or Palm Beach County, Florida. This Subparagraph shall be construed to be a covenant for the benefit of institutional mortgagees and may be enforced by an institutional mortgagee having a mortgage on a Condominium unit.

8.3 Coverage:

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

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

(2) Such Other Risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to vandalism and malicious mischief.

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

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

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

8.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association shall be paid by the Association as a common expense.

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

a. Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner such share being the same as the undivided share in the common elements appurtenant to his unit.

b. Units. Proceeds on account of damage to apartment units shall be held in the following undivided shares:

(1) Where the building is to be restored - for the owners of damaged units in a proportion to the cost of repairing the damage suffered by each unit owner which cost shall be determined by the Association.

(2) When the building is not to be restored - an individual share for each unit owner, such share in the common elements appurtenant to his unit.

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

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

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

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

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

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

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

9. Reconstruction or Repair - After Casualty.

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

a. Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

b. Apartment building.

(1) Lesser damage. If the damaged improvement is the apartment building, and if apartments to which 50% of the common elements are appurtenances are found by the board of directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

(2) Major damage. If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements are appurtenant are found by the board of directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

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

9.2 Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

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

9.4 Estimates of costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair, or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

9.6 Deductible provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

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

a. Association. If costs of reconstruction and repair which are the responsibility of the Association are more than \$5,000, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

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

(2) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the

Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

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

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

10. Use restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

10.1. Apartments. Each of the apartments shall be occupied only by an owner, his family, his servants and guests, as a residence and for no other purpose; provided that no person under sixteen years of age may be a permanent resident or may

visit on said premises for a period of more than four weeks per year. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby. No dogs, cats or other animal pets will be permitted.

10.2. Common elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartment by the occupants.

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

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

10.5. Signs. No signs shall be displayed from an apartment or on common property except such signs as shall have advance written approval by the Developer or the Association.

10.6. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

10.7. Beach recreation facilities. The beach recreation facility, leased to the Association will be used by the Association members subject to reasonable rules and regulations by the Association.

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

11. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the owner of each unit of Boca Reef Condominium shall occupy and use such unit as a private dwelling for himself and his immediate family, and for no other purpose including business purposes. The transfer of apartments by any owner shall be subject to the following provisions so long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

11.1. Transfer subject to approval.

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

b. Lease. The leasing of units to others as a regular practice for business, speculative, investment or other similar purposes is not permitted. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors of Boca Reef Association, Inc. may grant permission to an owner to lease his unit to a specified lessee for a period of not less than six (6) consecutive months. The approval of a lease by the Board of Directors in one instance shall not be deemed to institute a blanket permission or permissions in any other instances (including those instances of similar or identical circumstances). ~~The above set forth prohibition against leasing shall not apply to any valid lease, or any renewal thereof, that is in effect as of the date of enactment of this Amendment. However, in no event shall an owner relet a unit, under and subject to a lease, to a lessee not in possession as of the date of this Amendment unless such unit is relet under the heretofore set forth standards as determined by the Board of Directors of the Association.~~

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

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

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

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

a. Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment in accordance with the provisions of Paragraph 11.1.b. shall give notice to the Association of such intention together with a written statement as to the special situations and undue hardship or practical difficulties which serve as the basis for the request for a limited exception to the prohibition against leasing. The apartment owner shall at the same time deliver to the Association written notice of the name and address of the intended lessee, an executed copy of the proposed lease and such other information concerning the intended lessee the Association may reasonably require.

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

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

b. Certificate of Approval.

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

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

(3) Gift, devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable

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

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

(3) The sale shall be closed within thirty days after the delivery or mailing of said agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later. form and shall be delivered to the apartment owner and shall be recorded in the public records of Palm Beach County, Florida, at the expense of the apartment owner.

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

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

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

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by

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

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

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

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

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

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

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

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

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

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

11.5. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. During such period of time as a bank, life insurance company or federal savings and loan association shall hold title as a result of owning a mortgage upon the apartment concerned, and the same shall remain unoccupied, the rent coming due under the lease executed with respect to said apartment shall abate and said title holder shall be relieved of all obligation with respect to said rent (including any unpaid rent accrued prior to its acquisition of title). Neither shall any of the provisions of this section apply to the sale or lease of any apartment unit by the Developer.

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

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

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

12.2. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, Bylaws or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the cost of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

12.3. No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

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

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

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

a. not less than seventy-five percent (75%) of the votes of the entire membership of the board of directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

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

c. until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

13.3. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common elements, unless the record owner of the apartment and all record owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance," nor in the section entitled "Reconstruction or Repair After Casualty," unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. Neither shall an amendment attempt to change the obligations of the Association and apartment owners under that certain ninety-nine year lease for the beach recreation facility (Exhibit E) unless the fee owner thereof shall join in the execution of the amendment. Neither shall this Section 13. "Amendments" be amended with the consent of the lessor and all institutional mortgagees.

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

14. Termination. The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

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

14.2. Agreement. The condominium may be terminated by the approval in writing of all of the owners of the apartments therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the sixtieth day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

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

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

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

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

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

14.4. Shares of owners after termination. After termination of the condominium unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

14.5. Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon apartments.

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

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered
in the presence of:

FUSILIER PROPERTIES CORP.

BY: /s/ Arthur Greason
Arthur Greason, President

Attest: /s/ Judith A. Brinker
Judith A. Brinker, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF _____

Personally appeared before me, the undersigned authority, Arthur Greason and Judith A. Brinker, as President and Secretary, respectively, of FUSILIER PROPERTIES CORP., and they acknowledged to and before me that they executed the foregoing Declaration of Condominium as such officers of said corporation and that they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Fort Lauderdale, said County and State last aforesaid, this 14th day of July, 1971.

Notary Public, State of Florida at
Large

My Commission expires:

WK15/sl

Boca Reef
ASSOCIATION, INC.

BY LAWS

REVISED FEBRUARY 15, 1985

3051 SOUTH OCEAN BOULEVARD • BOCA RATON, FLORIDA 33432

BY-LAWS
OF
BOCA REEF ASSOCIATION, INC.

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

ARTICLE I
IDENTITY

These are the By-Laws of BOCA REEF ASSOCIATION, INC., hereinafter referred to as the "Association", a corporation not-for-profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State, on June 16, 1971. The Association has been organized for the purpose of administering the operation and management of the condominium in accordance with the Condominium Act of the State of Florida (hereinafter referred to as the "Condominium Act"), and pursuant to the development plans set forth in the Declaration of Condominium upon the property as it is described in Exhibit A of the Declaration of Condominium, which entire area comprises and shall hereinafter be referred to as BOCA REEF, a condominium.

1.1 Office

The office of the Association shall be at BOCA REEF CONDOMINIUM APARTMENTS, 3051 South Ocean Boulevard, Boca Raton, Florida 33432.

1.2 Fiscal Year

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

1.3 Seal

The seal of the Association shall bear the name of the Association, the words "corporation not-for-profit", and the year of incorporation, and said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.


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ARTICLE 2

MEMBERS' MEETINGS

2.1 Qualification

The members of the Association shall consist of all of the record owners of condominium parcels in BOCA REEF, a condominium, and such membership shall become effective immediately upon a party becoming a record title owner of a condominium parcel in the condominium.

2.2 Change of Membership

After receiving approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the public records of Palm Beach County, Florida, an approval of transfer and a deed or other instrument establishing a record title to a condominium parcel of BOCA REEF, a condominium, the grantee in such instrument thereby immediately becoming a member of BOCA REEF ASSOCIATION, INC., in the place and stead of the prior owner. The membership of a prior owner shall thereby be terminated.

2.3 Annual Members' Meeting

The annual members' meeting shall be held at 3051 S. Ocean Boulevard, Boca Raton, Florida, at three o'clock p.m., Eastern Standard Time, on the third Friday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

2.4 Special Members' Meetings

Special members' meetings shall be held at the office of the Association whenever called by the President, Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of meeting.

2.5 Notice of Meetings

Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President, Vice President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time, place and object for which the meeting is



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called, and shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to such meeting. Such notice shall be given to each member not less than fourteen (14) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed in accordance with this subparagraph to each member within said time. Such notice shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Association. The post office certificate of mailing shall be retained as proof of such mailing. Any member may, by written notice signed by such member, waive such notice and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. 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 in accordance with this provision, to each unit owner at the address last furnished to the Association.

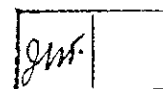
2.6 Quorum

A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership present in person or by proxy. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

2.7 Voting

2.7.1 In any meeting of members, the owners of condominium parcels shall be entitled to cast one (1) vote for each condominium parcel so owned.

2.7.2 If a condominium parcel is owned by one (1) person, his right to vote shall be established by the roster of unit owners kept by the Secretary of the Association. If a condominium parcel is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the condominium parcel shall be designated by a certificate signed by all of the record owners of the condominium parcel according to the roster of unit owners and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the condominium parcel concerned. A certificate designating the person entitled to cast the vote of a condominium



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parcel may be removed by any owner thereof. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.8 Proxies

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

All voting proxies shall be maintained in the Association's records for a period of one (1) year from the date of the meeting for which the proxy was given. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

2.9 Adjourned Meetings

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

2.10 Control of Meetings

At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman.

2.11 Order of Business at Annual Meetings

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

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

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(k) Adjournment.

2.12 Minutes of Meetings

The minutes of the meetings of unit owners and of the Board of Directors shall be kept in writing. A minute book shall be available for inspection by unit owners, their authorized representatives and members of the Board of Directors at reasonable times. The Association shall retain these minutes for a period of not less than seven (7) years.

ARTICLE 3

DIRECTORS

3.1 Membership

The affairs of the Association shall be managed by a Board of Directors, the number of which is to be determined as follows:

3.1.1 Not less than three (3) nor more than seven (7) directors are to be elected.

3.1.2 The number of directors shall remain at five (5) unless said number shall be changed by a vote of the Association membership at a meeting to be held at least six (6) months prior to the time for the election of the Board of Directors.

3.2 Election of Directors

Election of directors shall be conducted in the following manner:

3.2.1 Election of directors shall be held at the annual members' meeting.

3.2.2 A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director position which shall become vacant at the time of the next annual members' meeting. Other nominations may be made from the floor.

3.2.3 The election shall be by ballot (unless dispensed by unanimous consent), and by plurality of the votes cast, each person voting being entitled to cast his votes for

each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

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

3.2.5 Subject to the provisions of Florida Statute 718.112(2)(f), any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. Any vacancy on the board of directors thus created shall be filled by the members of the association at the same meeting. If more than one director is subject to recall, there shall be a separate vote on the question to remove each director.

3.3 Term

The Board of Directors of Boca Reef Association, Inc. shall serve staggered terms and shall be divided into three categories, Category A, Category B and Category C. Category A shall consist of two directors and each director shall hold office for a period of two years. Category B shall consist of two directors and each director shall hold office for a period of two years, except that the initial Category B directors who are elected shall hold office for a period of only one year. Category C shall consist of one director and shall hold office for a period of one year. The designation of a director as a Category A, Category B or Category C director is made solely for the purpose of obtaining a staggered Board of Directors and shall not result in any difference in duties, responsibilities or liabilities between the various categories of directors.

3.4 Organizational Meeting

The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days after their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

3.5 Regular Meetings

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

3.6 Special Meetings

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

3.7 Open Meetings

Meetings of the Board of Directors shall be open to all unit owners and adequate notices of all meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance for the attention of unit owners, except in an emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

3.8 Waiver of Notice

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.

3.9 Quorum

A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

Members of the board of directors may participate in a meeting of such board by means of a conference telephone or similar communications equipment by means of which all persons participating and/or attending the meeting can hear each other at



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the same time. Participation by such means shall constitute presence in person at a meeting.

3.10 Adjourned Meetings

If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until 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.

3.11 Presiding Officer

The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one (1) of their number to preside.

3.12 Order of Business

The order of business at directors' meetings shall be:

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

3.13 Directors' Fees

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

ARTICLE 4

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 Exercise of Power

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws, shall be exercised

exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by condominium parcel owners when such is specifically required.

4.2 Rules and Regulations

The Board of Directors shall adopt such rules and regulations relative to the condominium as they shall deem necessary and proper from time to time, provided however that such rules and regulations shall be approved by a majority of the votes of the members of the Association, which approval may be given at any regular or special meeting of the members or at any time in writing.

ARTICLE 5

OFFICERS

5.1 Officers

The executive officers of the Association shall be a President who shall be a director; a Vice President who shall be a director; a Treasurer, Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting, by concurrence of a majority of all of the directors. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall 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. The officers of the Association shall serve without compensation.

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 deem appropriate, to assist in the conduct of the affairs of the Association.

5.3 Vice President

The Vice President shall in the absence or disability of the President, exercise the powers and perform the duties of the 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.

5.4 Secretary

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

5.5 Treasurer

The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's Report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

5.6 Compensation

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

ARTICLE 6

FISCAL MANAGEMENT

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

6.1 Accounts

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

6.1.1 Current expense, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. If the balance in this fund at the end of each year is in excess of Three Thousand Dollars (\$3,000.00), such remaining amount shall be applied to reduce the assessments for current expense for the succeeding year.

6.1.2 Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

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

6.1.4 Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be a part of the common elements.

6.1.5 Upon a majority vote of the members of the Board of Directors, the Board of Directors shall have the authority, during a budget year, to transfer funds which, in its discretion, it deems unnecessary to hold for the purposes of a particular reserve account, to and for the use of another purpose in another reserve account. However, the Board of Directors shall not have the authority to transfer funds to or from any betterment account nor shall the Board of Directors have the authority to transfer funds between reserve accounts which are required to be maintained by law.

6.2 Budget

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

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

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

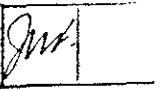
6.2.4 The amount for the items budgeted in Paragraphs 6.2.1, 6.2.2 and 6.2.3 above may be increased over the limitations on percentage increase contained therein when approved by unit owners entitled to cast not less than 66 2/3% of the votes of the entire membership of the Association. In addition, any special assessment must be approved by unit owners entitled to cast not less than 66 2/3% of the votes of the entire membership of the Association.

6.2.5 Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements, the amount for which shall not exceed FIVE THOUSAND DOLLARS (\$5,000.00); provided, however, that in the expenditure of these funds for betterments, no sum in excess of TWO THOUSAND DOLLARS (\$2,000.00) shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association, in the manner required by Section 5.2(b) of the Declaration of Condominium which requires approval by not less than seventy-five percent (75%) of the unit owners.

6.2.6 Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1, preceding the year for which the budget is made. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than fourteen (14) days prior to the meeting at which the budget will be considered. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

6.3 Assessments for Common Expenses

Assessments against the condominium parcel owners for their share of the common expenses shall be made for the calendar year, annually in advance, on or before December 20th preceding



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the year for which assessments are made. Such assessments shall be due in twelve equal monthly installments, on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations thereon for that year. Any account which exceeds such limitation shall be subject to the approval of the membership of the association heretofore required. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1, and if made prior to July 1, one-half of the increase shall be due from the date of the assessment and the balance of the assessment from the next July 1.

6.4 Assessments for Charges

Charges by the Association against unit owners for other than common expense shall be payable in advance. Such charges shall be collected in the same manner as assessments for common expense, and when circumstances permit, such charges shall be added to the assessments for common expense.

6.5 Acceleration of Assessment Installments Upon Default

If a condominium parcel owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the condominium parcel owner, and thereupon the unpaid balance of the assessments shall come due upon the date stated in the notice, but no less than 10 days after delivery thereof to the condominium parcel owner, or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6 Assessments for Emergencies

Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses, shall be due only after 30 days notice to the unit owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.7 Depository

The depository of the Association shall be such bank or banks located in Palm Beach or Broward Counties, Florida, 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.

6.8 Annual Financial Report and Audit

Within ninety (90) days following the end of the fiscal year or annually on such date as is otherwise provided in the By-Laws of the Association, the Board of Directors of the Association shall mail or furnish by personal delivery to each member a complete financial report (audited by a certified public accountant) of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following:

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

6.9 Fidelity Bonds

Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.10 Termination of Membership

The termination of membership in the condominium shall not relieve or release any such former owner or a member from a liability or obligation incurred under or in any way connected

with the condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE 7

RULES AND REGULATIONS

7.1 As to Common Elements and Limited Common Elements

The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements and limited common elements of the condominium, and any facilities or services made available to unit owners, provided that such rules and regulations shall be approved by a majority of the votes of the members of the Association. The Board of Directors, shall from time to time, post in a conspicuous place on the condominium properties, a copy of the Rules and Regulations adopted from time to time by the Board of Directors.

7.2 As to Condominium Units

The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium units, provided that such rules and regulations shall be approved by a majority of the votes of the members of the Association. Copies of such rules and regulations shall be furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

ARTICLE 8

REGISTERS

8.1 Names and Addresses of Members

The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The

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Association, for purposes of notification, shall have the right to rely upon the last given address of the members.

8.2 Application for Transfer of Membership

Any application for the transfer of a membership or for a conveyance of interest in a condominium parcel or a lease of condominium parcel, shall be accompanied by an application fee in the amount of FIFTY DOLLARS (\$50.00) to cover the cost of contacting the references given by the applicant, and such other costs of investigation and processing that may be incurred by the Board of Directors. If the lease is a renewal of an existing lease, no charge shall be made. The Board of Directors shall have the right to increase or decrease the application fee.

8.3 Pledged/Mortgaged Condominium Parcels

The Association shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgees or mortgagees of a condominium parcel may, but are not obligated to, notify the Association in writing of the pledge or mortgage. In the event notice of default is given any member under any applicable provision of these By-Laws, the Articles of Incorporation, the Declaration of Condominium or the Condominium Act, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

ARTICLE 9

AMENDMENTS

These By-Laws may be amended in the following manner:

9.1 Notice

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

9.2 Resolution

A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the

meeting. Except as elsewhere provided, such approvals must be by either:

9.2.1 Not less than 66 2/3% of the entire membership of the board of directors and by not less than 66 2/3% of the votes of the entire membership of the Association; or

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

9.3 Proviso

Provided, however, that no amendment shall discriminate against any unit owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration of Condominium.

9.4 Execution and Recording

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

9.5 Nonmaterial Errors and Omissions

Nonmaterial errors or omissions in the by-law process will not invalidate an otherwise properly promulgated amendment.

ARTICLE 10

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, the Articles of Incorporation or these By-Laws.



ARTICLE 11

MISCELLANEOUS

11.1 Use of Gender

Whenever the masculine singular form of the person is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

11.2 Unenforceability

Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of the instrument, shall, nevertheless, be and remain in full force and effect.

11.3 Interpretation

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

11.4 Definitions

Corporation and Association are used synonymously, and condominium parcel and unit are used synonymously herein.

SP16A/lcd

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


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RULES AND REGULATIONS

REVISED JUNE 2004

3051 SOUTH OCEAN BOULEVARD • BOCA RATON, FLORIDA 33432

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BOCA REEF CONDOMINIUM

INTRODUCTION

These Rules and Regulations are designed to make living at Boca Reef pleasant, comfortable, and to insure harmonious relations rather than for the restriction of anyone's conduct. Violations should be reported to a Member of the Association's Board of Directors.

Comments or suggestions may be made in writing to the President of the Association.

Your understanding and full cooperation will be greatly appreciated by all owners.

Board of Directors

RULES AND REGULATIONS

GENERAL

- 1- Only the Board of Directors or an authorized member is granted authority to give orders or instructions to employees or management personnel except for emergency situations. Strict observance of policy is essential to avoid confusion, conflicting instructions, and to preserve good relations.
- 2- Common areas of buildings such as stairs, stairwells, walkways, lobbies, laundry rooms, storage areas, are to be used only for the purposes intended. Articles belonging to apartment owners including planters should not be kept in such areas. In the event planters are placed in the owner's entrance, access to the unit must not be blocked. This is especially important for emergency personnel, i.e. fire, ambulance, etc.
- 3- Owner is responsible for all damages incurred by lessees, guests, his family, or others while using apartment with his permission. Common and recreational areas included.
- 4- Doors leading to trash chute, dumpster, hot water heater room, as well as fire doors at north and south, must be kept tightly closed at all times.
- 5- There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose whatever.
- 6- Proper attire is expected at all times in the lobbies, elevators, halls, and common areas. All persons must wear shoes or sandals as well as a robe, jacket, shirt, or other covering over bathing suits and upper part of the body.

No wet bathing suits please! Please use the south lobby exit when going to and from the beach or pool.

- 7- No pets (including birds) of any kind are permitted within the apartment or on the premises of Boca Reef at any time. Each owner should advise his/her guests of this regulation.
- 8- An owner shall not store anything, whether in his apartment or in the storage room, which can create a fire hazard.
- 9- Tricycles, roller skates, or skateboards, may not be ridden on association property.
- 10- Maintenance assessment charges are due on the first of each month.
- 11- Doors are to be locked and lights turned off when leaving the storage room. All storage items shall be stored in lockers and not left on the floor or open area in storage rooms.
- 12- Cars may be washed ONLY in the area designated.
- 13- To avoid stoppage in the sewer lines, owners are requested to see that items such as the following are not put in sinks and toilets: grease, tea bags, cleaning tissues, feminine products, cigarette and cigar butts, cloth of any kind, cellophane or plastic bags, paper towels, coffee grounds, rice, paper (other than toilet tissue), etc. Grease should be kept in covered container and congealed before disposal.
- 14- The installation of aerial, antennas or TV dishes of any kind are not permitted outside of apartments.

- 15- Only authorized personnel are permitted in meter, elevator equipment, pool equipment, generator, or other such rooms or locations. Only authorized personnel will adjust equipment.
- 16- The Police Department strongly recommends that duplicate apartment keys not be furnished to domestic help or vendors. The building entrance key (Medeco) is for unit owners only and should not be given to anyone.
- 17- It is suggested that emergency names, addresses, and phone numbers be placed on the inside door of the air conditioner closet in each unit.
- 18- To prevent water damage to your own or adjoining apartments, residents should close all windows and balcony doors tightly when leaving the apartment and building. Heavy wind and rain storms often occur with little warning.
- 19- Notices should not be placed on the bulletin board or in the elevator, except as authorized by the Board of Directors.
- 20- Maintenance personnel are not available to owners during regular work hours for their personal use.
- 21- Your cooperation is urged to maintain cleanliness. Please discard cigarettes wrappings, scrap paper, etc., in containers in the parking areas as well as outside walkways, lobby, etc.
- 22- Carts used to transport items from the lobby to the individual unit walkways must not be left in walkways or elevator but immediately returned to their stalls.
- 23- The lobby is a non-smoking area.

- 24- Signs, such as "For Sale" or "For Rent" are not permitted.
- 25- Cars must not be parked overnight in the front circular drive. Guests and friends should be so advised. Visitors may use it during regular hours. Overnight parking by guests should be in the South side parking area with a visible guest card.
- 26- The Board of Directors is responsible for the decoration and maintenance of the common areas with the following exceptions:
 - Holiday decorations for the December 1st through January 15th period are permitted on each unit owner's balcony and entranceway. Nothing may be placed on the Chattahoochee, outside of windows, or any of the common area walls.
 - One holiday wreath purchased by the Boca Reef Association will be placed on each catwalk wall across from the elevator entrance.

APARTMENT OCCUPANCY

- 1- Each of the apartments shall be occupied only by an owner, his family, servants, and guests.
- 2- No apartment may be divided into smaller units.
- 3- No nuisances shall be allowed upon the condominium property or any source of annoyance to residents, which interfere with the peacefulness and proper use of the property. Individual radios, stereos, phone conversations and televisions must be at a low volume after 9:00 p.m. daily.

- 4- Vendors/workman are not allowed to begin work before 8:00 a.m. and must be finished by 5:00 p.m. Monday through Saturday. Elevator floor and wall pads must be put up and taken down by the unit owner on Saturday or after 4:00 p.m. on weekdays. Failure to do so will result in a unit owner charge of \$20.00 per occurrence. Unit owners must remove all catwalk protective coverings and clean the catwalks at the end of the day. If this work is performed by the condominium association, a charge of \$20.00 per hour will be assessed. No work is allowed on Sunday except emergencies.
- 5- No owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.
- 6- With regard to Regulation 5.1.b.4, the Owner is required "to install carpeting in all portions of the apartment except for the bathroom and kitchen areas." Should an Owner wish to deviate from this Regulation, prior approval must be sought from the Board of Directors. Such approval will not normally be granted unless the Owner agrees in advance to install cork underlay for sound proofing.
- 7- Responsibility for maintaining floors and inside of balconies (common element) is the Owner's responsibility and it must conform to the general décor of the entire building. No permanent floor coverings (i.e. Tiles, carpeting with adhesives) may be placed on the balcony floor. The Boca Reef Condominium Association will assess the need for waterproofing the floor every two years unless the unit owner requests a special review.
- 8- No signs of any nature shall be displayed from an apartment or balcony.

- 9- Owners, including lessees, guests, or visitors, are not to commit any act which violates any City, State, or Federal laws.
- 10- While these buildings are well constructed, THEY ARE NOT COMPLETELY SOUNDPROOF. Reasonable consideration of your neighbors is, therefore, important.
- 11- Outside shades, awnings, window guards, or anything, which fastens to the outside, walls of buildings are not permitted except those items required by law.
- 12- The office must be supplied with a key to one of the doors to your apartment so that access can be made in the event of an emergency.
- 13- The apartment owner is responsible for the proper conduct of members of his family, children, grandchildren, guests, and servants. He should be certain that they understand and observe all rules and regulations.

CHILDREN

- 1- No children under 18 years of age are permitted to occupy any apartment unless their parents or other adult is in residence at the same time.
- 2- Children are restricted from playing in walkways, lobby, stairways, parking lots, driveways, also from unnecessarily riding up and down in the elevator or interfering with the operation of the elevator, or in any way from interfering with the quiet and comfort of the residents.
- 3- The above is strictly the responsibility of the parents or the residents with whom the children are staying or visiting.

GUESTS

When an Owner is not in residence and he wishes his guest to use his apartment and all common facilities, THE OWNER SHALL submit a letter to the Board of Directors to register in writing the names of his guests and the length of stay in the apartment. Such guests are to be provided with copies of the Rules and Regulations and the Owner will be responsible for their compliance with such rules.

BALCONIES

- 1- Mops, cloths, rugs, brooms, vacuum cleaner bags, etc., must not be shaken from apartment windows or balconies, or in halls, stairwells and chutes.
- 2- Owners shall not SWEEP or THROW, or permit anyone to SWEEP or THROW any items from apartments or balconies. Use of hoses on balconies is prohibited.
- 3- Balconies and terraces shall not be used for hanging garments to dry (bathing suits, towels, or other objects). The draping of such items over balcony rails, chairs, clotheslines, or racks, is strictly prohibited.
- 4- Each apartment owner is responsible for damage caused by objects blown from his balcony or terrace. Glass tabletops are especially dangerous even if securely fastened to the frame.
- 5- When the apartment is to be left unoccupied for an extended period, the balcony must be completely cleared of all movable objects.
- 6- Saucers should be provided under all live potted plants that require water to prevent staining the edges of balconies and dripping to lower balconies.

- 7- Accordion style white hurricane shutter may be replaced on sliding glass doors and windows providing they meet the current building code for Boca Raton and Palm Beach County.
- 8- The playing of radios, televisions, stereos, or other musical instruments is not permitted on balconies because sound transmits easily to upper and lower balconies, and through windows of other adjoining apartments. Even ordinary conversations can be easily heard in adjacent areas.
- 9- Any activity, which might cause water or dirt to drop or spread, is expressly forbidden. Care must be taken when watering plants that the water does not drip off balcony.
- 10- Feeding birds or encouraging them to gather on the balconies is forbidden.
- 11- No cooking of any kind will be permitted at any time on balconies or terraces.

LEASING OF APARTMENT

- 1- No apartment shall be leased for a period of less than six months or more than twelve months with no right of renewal or extension. Under no circumstances shall an apartment be leased without permission to the owner by the Board of Directors and a lease will be granted only in special situations and to avoid undue hardship or practical difficulties. Lessees are required to abide by all Rules and Regulations, as well as the Declaration of Condominium and Related Documents.
- 2- The leasing of less than an entire apartment is prohibited. SUB-LEASING IS NOT PERMITTED.

- 3- The number of people occupying an apartment under a lease shall be limited to two people per bedroom.
- 4- Lessee will have owner's parking space assigned to him.

SELLING AN APARTMENT

- 1- The purchaser must be approved by the Board of Directors. Further, the purchaser must qualify as to the Declaration of Condominium and Related Documents as well as the Rules and Regulations. No purchaser will be approved if they have pets (including birds) of any kind.

REQUIREMENTS FOR BOTH LEASES AND SALES

- 1- In the case of either a lease or sale, two (2) letters of recommendation must be furnished the Board of Directors, as well as a personal interview arranged between lessees or purchasers and the selected committee from the Board of Directors.
- 2- In the case of either a sale or lease, the buyer or lessee will deposit one hundred dollars (\$100.00) with the Board to defray expenses incurred.

MANAGEMENT AND MAINTENANCE

- 1- The Board of Directors employs all personnel to operate and maintain the association's property including the cleaning and maintaining of the lobby, public rooms, and general maintenance of the common elements of the

condominium premises. Any criticism of an employee's work or conduct should be reported to the Board of Directors, not the employee.

- 2- All grievances, requests or suggestions should be presented to the Board of Directors in writing.
- 3- All condominium equipment failures should be reported to the Board of Directors or the condominium management company immediately. These will be remedied as soon as possible or practical.

SECURITY

- 1- All efforts will be made by the management to maintain maximum security at all times. However, since it will be impossible to exercise a constant surveillance in all areas at all times, the cooperation of the residents is a necessity.
- 2- Please keep all apartment doors secured at all times whether you are in the apartment or not.
- 3- Please report any suspicious person or incident to a member of the Board of Directors or the association's management company immediately.
- 4- Any owner, lessee, or resident who changes or otherwise alters locks on their doors should inform and furnish the office with a key to the new lock, in order for persons authorized by the Board of Directors to cope with emergencies affecting any owner's apartment during his absence.
- 5- All persons without keys can obtain entry by calling the apartment owner on the phone outside the entrance door.

- 6- Doors to the roof and elevator shaft will be locked at all times. Only personnel authorized by the Board of Directors or the association's management company will be allowed on the roof at any time.
- 7- Doors to the pool area restrooms must be locked at all times.

PARKING

- 1- Each owner has a numbered parking space assigned to him. NO PERSON AT ANY TIME, OTHER THAN ANOTHER OWNER (WITH PERMISSION) MAY USE HIS PARKING SPACE. Guest spaces will be marked reserved.
- 2- No boats, open pick up trucks, motorcycles, commercial trucks, or campers will be permitted in any of the parking areas of the property.
- 3- Hosts should instruct guests and visitors to use only designated guest parking spaces.
- 4- Trucks and service vehicles may park in spaces assigned only while rendering services to the condominium or its owners or while picking up or delivering materials.
- 5- Bicycles may be kept only in the store room designated for that purpose.
- 6- Occupants of each apartment shall be entitled to the use of one parking space. Effective 7/1/04, a charge of \$50.00 per month will be charged for the use of a second parking place. This space belongs to the Boca Reef Condominium Association and is non-transferable. Unit owners who park their vehicles in the guest parking areas will have their vehicles removed at the unit owner's expense.

- 7- Owner's car stops will be marked OWNER. Guest car stops will be marked reserved.
- 8- The board must be notified of guests staying longer than one week so that parking arrangements can be made.

LAUNDRY ROOMS

Remove your laundry promptly when finished and leave the room and equipment clean and orderly. Clean the lint trap in the dryer after using. Dyes are never to be used in machines. The equipment is not made for heavy items such as rugs, blankets, etc. and these should be taken to outside Laundromats. Close door and turn off lights when leaving. The laundry rooms are for the express use of the unit owners on that floor, unless the machines are out of order, then the unit owner may use the laundry room on another floor.

For sanitary and health reasons, all garbage and refuse must be securely tied and bagged (preferable in 2 plastic bags) and it must be small enough to fall freely in the chute without spilling contents on the way down. Any accidental spillage on the walkways en route to the chute should be cleaned by the Owner immediately. Bottles, cans, newspapers, etc. may be placed in the appropriate container in the laundry room or directly into the yellow recycling containers adjacent to the car wash area.

ELEVATOR

- 1- When the elevator is to be used for the moving of furniture and larger pieces of equipment, the padded wall quilting must be used. Moving time is

restricted to the hours of 8:00 a.m. and 5:00 p.m. Monday through Saturday except by special permission of the Board of Directors.

- 2- In the event of power or mechanical failures, the elevator may stop between floors. If this should happen, press the alarm and remain calm and patient. Help will be forthcoming as soon as possible.
- 3- No person is permitted to lock or use the emergency stop in the elevator except in cases of emergency.
- 4- No notices shall be placed in the elevator without permission of the Board of Directors.
- 5- The elevator is a non-smoking area.

HURRICANE & EMERGENCY PREPARATIONS

- 1- Whenever a hurricane alert for our particular area is issued, all furniture, plants, and loose objects shall be removed from the balconies.
- 2- Each member who plans to be absent from his apartment during the hurricane season, must prepare the apartment prior to departure by:
 - A. Removing all furniture and plants from his balcony.
 - B. Designating a responsible firm or individual to care for his apartment during his absence.
- 3- Hurricane shutters must be put up on the east side of the building. Cost and maintenance is owner's responsibility.

RECREATION AND ADJACENT ROOM

- 1- The recreation room (or part of it) may be used by owners for parties when it is not in use for Association functions.
- 2- The room must be reserved through the Board of Directors on a first come first served basis. It shall be used for private, social purposes. No owner shall sponsor its use for or by any organization, regardless of purpose, including charitable fund raising. It cannot be opened to the public for any occasion, nor can it be co-hosted with a non-owner. No charge can be made by any owner for any service, food, beverage, etc.
- 3- The owner host will be responsible for bearing the expense of setting up the room. Arrangements for clean-up are the responsibility of the host.
- 4- Parties in the recreation room must terminate not later than 11:00 p.m., except with approval of the Board of Directors.
- 5- Host owner assumes responsibility for any loss, damage, or extra expense, including legal expense, which is not covered by Association insurance policies.

SWIMMING POOL

- 1- The swimming pool may be used between the hours of 8:00 a.m. and dusk.
- 2- Friends, guests, other than house guests, relatives and others who are not permanent residents of Boca Reef are permitted in the pool and other recreational areas only while in the company of the owner host.

- 3- Children under 16 years are not permitted in the pool unless accompanied by a responsible adult. Individuals wearing diapers are not permitted in the pool at any time.
- 4- The playing of radios, televisions, or any musical instrument should be used with reasonable volume in all outside recreational areas.
- 5- Floats, rafts, pads, balls, balloons, flippers, toys, and other similar paraphernalia are not permitted in the pool. (Unit owners must police this regulation.) There is to be no horseplay while in the pool or the surrounding area.
- 6- Ball playing, throwing of objects, running and shouting are not permitted in pool area.
- 7- A shower must be taken immediately before entering the pool. All suntan oil and lotions must be removed before entering the pool by taking a soap shower as required by the Health Department. Hot and cold water showers are available in the dressing rooms.
- 8- When not in use, all lounges must be kept against the wall and not at the edge of the pool. All lounges must be completely covered with a large towel when used by persons in bathing suits or sunning attire,
- 9- Glass containers of any kind are not permitted in the pool area. Food is not permitted in and around the pool area. (Health Department)
- 10- Expectorating or clearing nasal passages in the pool are health hazards and are not permitted. (Health Department)

- 11- For the protection of all, persons with skin rashes, sores, cuts, skin abrasions or communicable diseases will not be permitted the use of the pool. (Health Department)
- 12- All persons using inside or outside recreational facilities do so at their own risk.

GAME ROOM

- 1- The pool table must be covered after use and all balls removed from the table surface and put in the ball rack. All cues must be placed in the cue rack.
- 2- Players should show consideration for others who may be waiting to use the pool table. Under such circumstances, play should be limited to one game.
- 3- The game room is designated as a non-smoking area.
- 4- Posted rules must be observed.

SHUFFLEBOARD

- 1- The shuffleboard courts are open for play between the hours of 9:00 a.m. and dark.
- 2- Playing in a manner, which might damage equipment or surface, is forbidden.
- 3- At the conclusion of play, all equipment must be returned to its proper place of storage.
- 4- Players should show consideration for others who may be waiting to use the court. Under such circumstances, play should be limited to one game.

SAUNA BATHS & REST ROOMS

- 1- All persons using the Sauna Bath for so at their own risk.
- 2- Use of Sauna Baths by persons under 16 years of age is prohibited unless accompanied by an adult.
- 3- BE SURE TO TURN OFF SAUNA BATHS WHEN LEAVING.
- 4- Do not throw Kleenex, cigarettes, or other foreign matter in toilets.

BEACH

- 1- Terrace furniture other than that personally owned must never be moved to the beach.
- 2- Refuse and litter shall not be left on the beach.
- 3- Owners of personal beach equipment will store such equipment at unit owner's apartment, storage area or laundry room.
- 4- Outdoor cooker is available for owners' use. Equipment should be cleaned after use.

ADDENDUM

These Rules and Regulations do not supersede the Declaration of Condominium and Related Documents of the Boca Reef Association.

Revision of rules will be made if and when others can better meet existing conditions. Suggestions for changes should be submitted in writing to the Board of Directors, as the Board is primarily responsible for the Management of the Condominium.

However, any owner may as a "Good Neighbor" politely call attention to rule infractions either to the party violating the Rule or TO THE BOARD OF DIRECTORS IN WRITING.

