

AFFIDAVIT OF MAILING OF NOTICE OF

Jupiter Lakes Villas Condominium Special Meeting **MAILING**

STATE OF FLORIDA))
COUNTY OF PALM BEACH)

I, Abbe Scott, being the ADMINISTRATOR of
Triton Property Management, hereby state and affirm as follows:

That I caused to be placed in the United States Mail, postage paid first class, on the
15th of April, 2026 the Notice of the Special Membership Meeting
to be held 20th of May, 2026), addressed to the Members of Record as of
this date to their latest addresses on file with the Association.

Abbe Scott
Signature

4/15/2026
Date

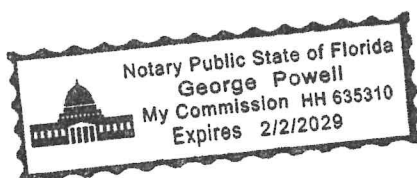
Sworn and subscribed before me this

15 day of April, 2026

George Powell
Notary Public Signature

Print Name George Powell
My Commission Expires 2/2/29

STAMP:



Jupiter Lakes Villas COA Inc.
C/O Triton Property Management
900 E Indiantown Rd, Suite 210, Jupiter FL. 33477
April 13, 2026

Dear Jupiter Lakes Villas Unit Owner,

As you may already know, the Board of Directors has been working very hard with the Association's counsel to draft changes to our governing documents, which the Board of Directors believes will bring our community into the 21st century and will align our documents with current Florida law. At the board meeting on March 18, 2026, the Board of Directors unanimously voted to approve the proposed amended governing documents. Now we are ready to take a vote of the members. Enclosed with this letter, we are providing you with the following proposed documents:

1. AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
2. AMENDED AND RESTATED ARTICLES OF INCORPORATION
3. AMENDED AND RESTATED BY-LAWS

Also enclosed with this letter, you will find a **Notice and Agenda** for a Special Membership Meeting that will take place on May 20, 2026, at 6:00 pm, along with a **Limited Proxy** in order for you to cast your vote if you cannot attend the meeting. **NOTE:** If you previously consented to participate in electronic voting, then you will be receiving an e-mail from our electronic voting provider (Get Quorum) with instructions on how to cast your vote electronically.

We kindly ask that you review the amended documents and cast your vote electronically or complete the Limited Proxy, indicating your agreement or disagreement with the proposed amended documents.

To facilitate a timely process, we request that you cast your vote electronically or return the completed Limited Proxy as soon as possible, but no later than the start of the meeting. You may submit your completed Limited Proxy in one of the following ways:

1. **Email:** Send a scanned copy of the signed Limited Proxy to jlvmgr@tritoncam.com
2. **Mail:** Return the signed Limited Proxy using the enclosed self-addressed envelope

Your response is crucial, as a sufficient number of approvals must be collected in order to have a quorum and for the amended documents to be approved. Should you have any questions or require further clarification, please do not hesitate to contact our property manager, Cyndi Petlev, at (561) 250-6565 or via email at jlvmgr@tritoncam.com.

Thank you for your attention and prompt response to this matter. We appreciate your commitment to enhancing the community.

Warm regards,
Board of Directors
Jupiter Lakes Villas Condo

Enc: Notice & Agenda, Limited Proxy, Amended & Restated Declaration, Amended & Restated Articles of Incorporation, and Amended & Restated Bylaws, and, Return Envelope

Jupiter Lakes Villas COA Inc,

April 13, 2026

NOTICE OF SPECIAL MEMBERSHIP MEETING

Please be advised that there will be a special membership meeting of the Jupiter Lakes Villas Condominium Association, Inc. on:

Time: Wednesday, May 20, 2026 at 6:00 P.M.

**Location: Triton Property Management
900 E Indiantown Rd, Suite 210
Jupiter, FL 33477**

Enclosed is the Agenda for the special membership meeting. At this meeting, the Association will be tallying the votes of the members on the proposed Amended and Restated Declaration, Articles of Incorporation and By-Laws.

ALL OWNERS ARE ENCOURAGED TO ATTEND THIS IMPORTANT MEETING.

Sincerely,

Cyndi Petlov, LCAM

For and on behalf of the Board of Directors

Jupiter Lakes Villas COA, Inc.

Special Membership Meeting
Wednesday, May 20, 2026 at 6:00 P.M.

Location: Triton Property
Management 900 E Indiantown Rd,
Suite 210 Jupiter, FL 33477

A G E N D A

- 1) Call to Order**
- 2) Certifying of Proxies**
- 3) Determination of Quorum**
- 4) Proof of Notice of Meeting or Waiver of Notice**
- 5) Reading or waiver of reading of any unapproved minutes from previous membership meetings**
- 6) Tallying of Votes on Proposed Amended and Restated Declaration, Articles of Incorporation and By-Laws**
- 7) Adjournment**

LIMITED PROXY

The undersigned, owner(s) or designated voter in JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., appoints:

(PRINT NAME OF PROXYHOLDER)

(or, if no one is named above, the President of the Association) as my proxyholder to attend the special meeting of the members of JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., to be held on **May 20, 2026, at 6:00 p.m.** at **Triton Property Management, 900 E Indiantown Road, Ste 210, Jupiter, FL 33477** in Palm Beach County, Florida. The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below:

LIMITED POWERS (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW). I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

1. I hereby approve the proposed Amended and Restated Declaration of Condominium, which is incorporated as though set forth herein:

_____ **YES** _____ **NO**

2. I hereby approve the proposed Amended and Restated Articles of Incorporation, which is incorporated as though set forth herein:

_____ **YES** _____ **NO**

3. I hereby approve the proposed Amended and Restated By-Laws, which is incorporated as though set forth herein:

_____ **YES** _____ **NO**

DATE: _____

SIGNATURE(S) of OWNER(S) OR DESIGNATED VOTER

PRINT NAME(S) of OWNER(S) OR DESIGNATED VOTER

ADDRESS OF UNIT OWNED IN JUPITER LAKES VILLAS

THIS PROXY IS REVOCABLE BY THE OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
JUPITER LAKES VILLAS CONDOMINIUM II,
a Condominium

~~MADE~~ this 15th day of October, 1979, by JUPITER LAKES VILLAS, INC., a Florida Corporation, and OWL ASSOCIATES, LTD., a Florida Limited Partnership, called "Developer," for themselves, their successors, grantees and assigns.

——— ~~WHEREIN~~ the Developer makes the following declarations:

ARTICLE I
PURPOSE

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

A. Name and Address. The name by which this condominium is to be identified is JUPITER LAKES VILLAS CONDOMINIUM II, a Condominium, and its address is 431 Jupiter Lakes Boulevard, Jupiter, Florida 33458.

B. The Land. The overall parcel of lands ~~owned by Developer~~, which by this instrument is submitted to the condominium form of ownership, lying in Palm Beach County, Florida, is described on ~~Schedule~~ Exhibit "A" attached to and made a part hereof, which land is called "the land."

——— C. ~~Respective Parcels.~~ Schedule "B," attached to and made part hereof, describes that portion of the Schedule "A" lands which are owned by OWL ASSOCIATES, LTD., and upon which the condominium units listed on said Schedule "B" will be constructed. The balance of the land described in Schedule "A" is owned by JUPITER LAKES VILLAS, INC.

ARTICLE II
DEFINITIONS

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

A. Approval or Consent. Whenever approval or consent is required of any person or entity, that approval shall not be unreasonably withheld.

B. Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit and unit owner.

C. Association means JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., as amended from time to time, and its successors.

D. Bylaws means Bylaws of the Association and of the Condominium.

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

F. Common Expenses include:

1. expenses of administration, insurance, maintenance, operation, repair, replacement and betterment of the common elements and of the portions of units to be maintained by the Association, and the central landscaping sprinkling system.

2. expenditures or amounts of assessment by the Association for payment of costs that are the responsibility of a unit owner including but not limited to costs of repair of damage to a unit in excess of insurance proceeds, and the costs of insurance upon a unit.

3. expenses declared common expenses by provisions of this Declaration or the Bylaws.

4. any valid charge against the condominium property as a whole.

G. Common Surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

H. 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.

I. Condominium Parcel means a unit together with the undivided share in the common elements that is appurtenant to the unit; and when the context permits, the term includes all of the appurtenances to the unit.

J. Regulations means regulations respecting the use of the condominium property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

K. 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.

L. Special Assessment means a share of the funds required for the payment of common expenses, which are unbudgeted or for which insufficient provision is made in the budget, occasioned by unforeseeable and fortuitous events, which, from time to time is assessed against the unit owner.

M. Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, water, garbage and sewage disposal.

N. Limited Common Elements means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units, as specified in the Declaration of Condominium.

ARTICLE III **DEVELOPMENT PLAN**

A. Survey. A survey of the land, showing the improvements thereon, is attached hereto as Exhibit "A."

B. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications therefor prepared by J. Efrain Arguelles, North Palm Beach, Florida, ~~a portion of which plans are attached hereto as Exhibit "A."~~ Said plans are ~~not substantially completed as of the date of this Declaration. Upon substantial completion, Developer will amend this Declaration to include a certificate of a surveyor authorized to practice in this State, certifying that the construction of the improvements is substantially complete so that the plans, together with the provisions of this Declaration, are an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and each unit can be determined from these materials.~~

C. Access Easement. There shall an easement for access over and across the driveways and roadways located in JUPITER LAKES VILLAS CONDOMINIUM I and

JUPITER LAKES VILLAS CONDOMINIUM II which shall be for the purpose of providing a means of ingress and egress to all of the unit owners, their guests and mortgagees, of JUPITER LAKES VILLAS CONDOMINIUM I, which is constructed on lands west of JUPITER LAKES VILLAS CONDOMINIUM II.

~~D. — Amendment of Plans.~~

~~1. — Alteration of Unit 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 the Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment to this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned.~~

~~2. — Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners, or lienors or mortgagees of apartments or of the condominium, whether or not elsewhere required for an amendment.~~

~~ED.~~ Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately, provided, however, these easements through a unit 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. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility services using the easements.

~~FE.~~ Easement for Unintentional and Non-negligent Encroachments. In the event that any apartment shall encroach upon any common property for any reason not caused by the purposeful or negligent act of the apartment owner or owners, or agents of such, an easement shall exist for the continuance of such encroachment onto the common property for so long as such encroachment shall naturally exist; and, in the event that any portion of the common property shall encroach upon any apartment, then an easement shall exist for so long as such encroachment shall naturally exist.

~~GF.~~ Common Elements. The common elements include the land and all other parts of the condominium not within the dwelling units, such as the roads, roadways, walks and landscaped areas.

HG. Limited Common Elements. The parking spaces to be assigned pursuant to Article IV, Item E, shall be limited common elements.

IH. Improvements – General Description.

1. Apartment Buildings. The condominium consists of twenty-one (21) single-story buildings. Each building contains four (4) units. The total number of units in this condominium is eighty-four (84).

2. Floor Plans. The condominium will contain four (4) separate model floor plans designated A, B, C and D. ~~Attached exhibits reflect the exact layout and dimensions of each floor plan.~~ Model A consists of three (3) bedrooms and two (2) bathrooms. Model B consists of two (2) bedrooms and one (1) bathroom. Model C consists of one (1) bedroom and one (1) bathroom. Model D consists of two (2) bedrooms and two (2) bathrooms. There are also two (2) separate building designations shown as “Building A” and “Building B.” Building A contains one (1) of each floor plan model, whereas Building B contains all Model D floor plans. ~~Attached hereto as Exhibit “B” is a list of the unit numbers and the corresponding building designation and model designation.~~ Also shown is the undivided share in common elements and common surplus appurtenant to each unit.

3. Other Improvements. The condominium includes landscaped areas, driveways, roadways and parking areas substantially as shown upon the exhibits attached hereto and which improvements are part of the common elements.

IJ. Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

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

a. Upper Boundaries. The upper boundaries of the unit shall be the horizontal plane of the undecorated ceiling.

b. Lower Boundaries. The lower boundaries of the unit shall be the horizontal plane of the undecorated finished floor.

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

ARTICLE IV
THE UNITS

The Units. The units of the condominium are apartments and are described more particularly and the rights and obligations of their owners established as follows:

A. Typical Unit Plans. There are four typical unit floor plans, A, B, C and D, ~~and reference should be made to the attached exhibits for correct details and dimensions of each floor plan model and unit.~~

B. Unit Numbers. The units are numbered as shown on Exhibit "A," attached hereto.

C. Appurtenances to Units. The owner of each unit shall own a share and certain interests in the condominium property, which share and interests are appurtenant to his unit, including but not limited to the following items that are appurtenant to the several units as indicated:

1. Ownership of Common Elements and Common Surplus. The undivided share in the land and other common elements, and in the common surplus, which is appurtenant to each of the eighty-four (84) units shall be one-eighty-fourth (1/84), so that the percentage shares in the common elements and common surplus for the eighty-four (84) units total one hundred percent (100%).

2. Use of Common Elements. Use of the common elements in common with other unit owners in the manner elsewhere described.

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

D. Liability for Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses, that share being the same as the undivided share in the common elements appurtenant to his unit.

E. Automobile Parking Spaces. The common elements include parking areas for automobiles of unit owners. Two (2) parking spaces will be assigned by the Developer to each unit owner. ~~Such assignment shall be at the exclusive direction of the Developer.~~ The assigned parking spaces shall be considered limited common elements and, ~~after assignment by the Developer,~~ shall be appurtenant to the unit to which assigned.

ARTICLE V

MAINTENANCE

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

A. Units.

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

a. all boundary walls and boundary slabs of a unit except interior surfaces, and all portions of a unit contributing to the support of an apartment building, which portions to be maintained shall include but not be limited to outside walls of apartment buildings and all fixtures on their exteriors, boundary walls of units, floor and ceiling slabs, load-bearing columns and load-bearing walls.

b. all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained.

c. all incidental damage caused to a unit by this work shall be repaired promptly at the expense of the Association.

d. provided that the Association shall have authority to require unit owners at their expense to maintain, repair and replace awnings, screens and glass for windows and glass doors within their respective units except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

2. By the Unit Owner. The responsibility of the unit owner shall be as follows:

a. to maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association. This shall include all maintenance, repair and replacement of all windows and doors, as well as any pipes, conduits and fixtures that serve only that owner's unit. This shall be done without disturbing the rights of other unit owners.

b. The portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include but not be limited to the following items: air handling equipment for space cooling and heating; service equipment such as dishwasher, laundry, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes. The unit owner shall at all times maintain a working air conditioner and operate it so as to avoid mold in the Unit. The Board of Directors shall have the right to access any Unit at reasonable times to confirm that the electricity is on and the air conditioner is operational. In the event that the electricity is turned off or the air conditioner is not operational, the Association shall have the right, but not the obligation, to take all necessary steps to have the electricity turned on and/or make the air conditioner operational. To the extent that the Association incurs any costs, including payment of the electric bill, then the owner shall reimburse the Association for same, and said costs shall be treated like an assessment and

collectible in the same manner as an assessment under this Declaration and/or Florida law, as amended from time to time.

c. not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit or apartment building.

d. to report promptly to the Association any defect or need for repairs for which the Association is responsible.

e. to maintain, replace and repair the fence surrounding the front and rear entry ways to each unit, together with the sidewalk, slab and landscaped area lying within said fenced area.

f. to maintain, replace and repair any screened enclosure or shutters erected in accordance with other provisions contained within this Declaration.

3. Alteration and Improvement. Except as elsewhere provided, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of an apartment building, or impair any easement, without first obtaining approval in writing of owners of all units in which the work is to be done and the approval of the board of directors of the Association. If the alteration or improvement will materially change the appearance of any portion of the exterior of an apartment building, the change in appearance shall be approved also, either by written consent or by a vote at a meeting, by at least a majority of the owners who cast a vote, as long as at least thirty percent (30%) of the total owners cast a vote ~~the owners of 75 percent (75%) of the common elements at a meeting of unit owners called for that purpose~~. A copy of plans for all the work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

B. Common Elements.

1. By the Association. The maintenance and operation of the common elements, including the assigned parking spaces, shall be the responsibility of the Association and the cost shall be a common expense.

2. Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no material alterations nor further substantial improvements of the common elements or acquisition of additional common elements without prior approval, either by written consent or by a vote at a meeting, in writing by at least a majority of the owners who cast a vote, as long as at least thirty percent (30%) of the total owners cast a vote ~~of not less than 75 percent of the common elements, except as provided by the By Laws~~. Any such material alteration or substantial improvement shall not interfere with the rights of any unit owners without their consent. Any

non-material alterations and non-substantial additions to the common elements may be completed with the approval of the Board of Directors. The cost of the work or acquisition shall not be assessed against a bank, life insurance company or savings and loan association that acquired its title as the result of owning a mortgage upon the unit owned, unless that owner shall approve the alteration or improvement or acquisition, 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 unit owners in the shares that their shares in the common element bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements nor in his share of common expenses, whether or not the unit owner contributes to the cost of the alteration, improvement or acquisition.

A unit owner may, after written application to and written approval from the Board of Directors, erect a screen enclosure within the fenced patio area outside the rear entry way to their unit, subject to the following restrictions:

- (1) The enclosure must be composed of a bronze-colored aluminum structural framework.
- (2) The screening must be charcoal in color.
- (3) The maximum height of said screen enclosure must not exceed the height of the fascia on the overhang over the door to the rear patio area. A footing must be constructed in accordance with the standard building codes and except for the footing requirements the remainder of the rear patio area must remain the same as in the specifications contained in this Declaration including but not limited to those provisions specifically providing these provisions specifically providing for the retention of the permeable garden, flower bed, or grassy area in the rear patio.
- (4) The enclosure must have only one screened ~~exist~~ door from the enclosed area.
- (5) The Board of Directors is empowered to promulgate such other reasonable regulations and requirements in connection with the construction and appearance of the enclosure as the Board deems advisable.

3. Submission of Land to Condominium. Land acquired by the Association may be added to the land submitted to condominium. This may be done by an amendment of this Declaration that includes the description of the acquired land, submits that land to condominium under the terms of this Declaration and states that the amendment conveys the land by the Association to the unit owners but without naming them. The amendment shall be executed by the Association and adopted by the unit owners in the manner elsewhere required for an amendment of the Declaration. Such an amendment, when recorded in the Public Records of Palm Beach County, Florida, shall divest the Association of title to the land and shall vest the title in the unit owners without further conveyance in the same undivided shares as the undivided shares in the common elements appurtenant to the units owned by them.

4. Disposition of Land. Any land acquired by the Association that is not submitted to condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the owners of not less than 75 percent of the common elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of the land.

5. Disposition of Personal Property. Any personal property, acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

ARTICLE VI **ASSESSMENTS**

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

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

B. Interest; Late Fees; Application of Payments. The portions of assessments and installments on assessments that are not paid when due shall bear interest ~~at the rate of ten percent per annum~~ from the date when due until paid at the highest rate available under the Condominium Act, as amended from time to time. In addition to interest, the Association shall be entitled to charge a late fee for any late payments in the maximum amount permitted by the Condominium Act, as amended from time to time. All payments upon account shall be applied in accordance with the Condominium Act, as amended from time to time ~~first to interest and then to the assessment payment first due.~~

C. Lien for Assessment. The lien for unpaid assessments shall secure reasonable attorneys' fees and costs, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of the lien. As to any first mortgages of record, the lien shall be effective from and after the recording of a claim of lien in the Public Records of Palm Beach County, Florida. As to all others, the lien is effective from and shall relate back to the recording of the original Declaration of Condominium (i.e., October 18, 1979).

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

~~—— E. ——— Developer's Guarantee. Developer guarantees that the assessment for common expenses of the condominium imposed upon the unit owners by the Association will not exceed Twenty five Dollars (\$25.00) per month for a period of twelve (12) months from the date of the recording of this Declaration of Condominium in the Public Records of Palm Beach County, Florida, or until such earlier date as the Developer elects to pay regular monthly maintenance assessments for common expenses. Developer obligates itself and agrees to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from the individual unit owners.~~

~~FE. Assessments Pending Foreclosure. When the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title mortgagee, his successors and assigns, shall only be liable to pay to the Association the amount that is required by the Condominium Act, as amended from time to time not be liable for the share of common expenses or assessments by the Association pertaining to such unit or chargeable to the former owner of such unit which became due prior to acquisition of title as a result of the foreclosure or deed in lieu of foreclosure until said apartment is either sold or leased by the first mortgage holder. Any third party acquiring title to a unit at a judicial or foreclosure sale or by deed in lieu of foreclosure shall be jointly and severally liable with the previous owner for all unpaid assessments and other charges, including but not limited to, interest, late fees, attorney's fees, administrative fees and costs, that came due up to the time of transfer of title. Such Any unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.~~

F. Individual Assessments. In the event that a unit owner fails to maintain or make a necessary repair or replacement in his/her/its unit (in the sole reasonable discretion of the Board of Directors), or takes any action or fails to act which creates any nuisance or hazardous condition, then the Association, after reasonable notice to the unit owner, shall have the right to enter the unit to repair, maintain and/or restore the unit. In case of any emergency originating in or threatening any Unit regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each Unit, if required by the Association, shall deposit under the control of the Association a key to such Unit. To the extent that any emergency repairs are made by the Association which are the responsibility of the owner, or to the extent that the Association makes any correction, repair, maintenance or restoration of a unit after the owner fails to do so, as provided for in this section, then the owner shall pay all costs associated with same or reimburse the Association for same, and said costs shall be treated like an assessment and collectible in the

same manner as an assessment under this Declaration and/or Florida law, as amended from time to time.

ARTICLE VII **ASSOCIATION**

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

- A. Articles of Incorporation. The provisions of the Articles of Incorporation of the Association, a copy of which is attached as Exhibit “CB”.
- B. The Bylaws of the Association shall be the Bylaws of the condominium, a copy of which is attached as Exhibit “DC”.
- C. 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 unit 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.
- D. Restraint upon Assignment of Shares in Assets. The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.
- E. Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

ARTICLE VIII **INSURANCE**

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

- A. Purchase; Named Insured; Custody and Payment of Policies.

1. Purchase. All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida, ~~and the insurance agent placing such insurance must have its principal place of business in Palm Beach, Dade or Broward County, Florida.~~ The institutional first mortgagee holding the highest number of apartment unit mortgages in the condominium shall have the right to approve casualty insurance coverages, insurance policies, the amounts thereof, the company providing insurance, the insurance agent and the designation of the insurance trustee.

2. Named Insured. The named insured shall be the Association individually and as agent for the owners of units covered by the policy without naming them. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners which may request same. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

3. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the insurance trustee designated by the board of directors of the Association, and all policies and endorsements on them shall be deposited with the insurance trustee.

B. Coverage.

1. Casualty. All buildings and improvements upon the land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs, that part of the value of each unit occasioned by special improvement not common to units otherwise comparable in construction and finish, and all increase in value of units occasioned by alterations, betterments and further improvements. All personal property included in the common elements shall be insured. Values of insured property shall be determined annually by the board of directors of the Association. Insurance coverage shall afford protection against:

a. loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and,

b. such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but limited to windstorm, water damage, vandalism and malicious mischief. The bailee liability, if any, of the Association to unit owners shall be insured.

The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment;

interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

When appropriate and possible, the policies shall waive the insurer's right to:

- (1) subrogation against the Association and against the unit owners individually and as a group;
- (2) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and
- (3) avoid liability for a loss that is caused by an act of the board of directors of the Association, or by a member of the board of directors of the Association or by one or more unit owners.

2. 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 endorsement to cover liabilities of the unit owners as a group to a unit owner.

3. Workmen's Compensation Policy to meet the requirements of law.

4. Such Other Insurance as the board of directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner, shall be assessed against and paid by that owner. ~~The Developer shall pay the first year's premium, beginning with the issuance of the final certificate of occupancy.~~

D. 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 ~~such bank in Florida with trust powers as may be designated as an insurance trustee, if any, that may be designated~~ by the board of directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of 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, ~~if any~~, shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this instrument 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:

1. Unit Owners - an undivided share for each unit owner, that share being the same as the undivided share in the common elements appurtenant to his unit.

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

E. 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 manner hereafter provided in the section entitled “Reconstruction or Repair after Casualty.”

F. Association as Agent. The Association is irrevocably appointed agent for each unit owner, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Benefit of Mortgagee. Certain provisions in this section entitled “Insurance” are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagees of a unit and may be enforced by that mortgagee.

ARTICLE IX

RECONSTRUCTION AND/OR REPAIR AFTER CASUALTY

A. Determination Whether to Reconstruct and Repair. Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

1. Lesser Damage. If units to which 50 percent of the common elements are appurtenant are found by the board of directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

2. Major Damage. If units to which more than 50 percent of the common elements are appurtenant are found by the board of directors of the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(a) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

(b) The notice shall call a meeting of unit owners to be held within 30 days from the mailing of the notice.

(c) If the reconstruction and repair is approved at the meeting by owners of 75 percent of the common elements, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided.

(d) The approval of a unit owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(e) The expense of this determination shall be assessed against all unit owners as a common expense.

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

B. Report of Damage. If any part of the condominium property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. The report shall include the following information:

1. Date and cause of damage.
2. Whether the damaged property will be reconstructed and repaired or the condominium terminated.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

3. Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated cost of reconstruction and repair.
4. Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of a building.
5. Schedule of damage for which unit owners have the responsibility for reconstruction and repair and the estimated costs of each owner for reconstruction and repair.
6. The Insurance Trustee shall approve the manner of determining the estimated costs of reconstruction and repair and the finding as to whether the damaged property includes structural parts of a building, or the report of damage shall be substantiated by an attached report of an architect qualified to practice in this state.

C. Responsibility for Reconstruction and Repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the

condominium property as provided in the section entitled "Maintenance, Alteration and Improvement."

D. Plans and Specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, ~~portions of which are attached as exhibits~~; or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75 percent of the common elements, including the owners of all units the plans for which are to be altered.

E. Assessments; Determination of Sufficiency of Funds.

1. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.

2. Determination of Sufficiency of Funds. If the estimated costs of reconstruction and repair for which the Association is responsible do not exceed \$10,000.00, the sufficiency of funds to pay the costs shall be determined by the board of directors of the Association and the sums paid upon the assessments shall be held by the Association. If the estimated costs exceed \$10,000.00, the sufficiency of funds to pay the costs shall be determined by an architect qualified to practice in Florida and employed by the Association to supervise the work, and the sums paid upon the assessments shall be deposited by the Association with the Insurance Trustee.

F. Disbursement of Funds. The funds held by the Association or by the Insurance Trustee after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of casualty, shall be disbursed in the following manner and order:

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

2. Termination of the Condominium. If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the unit owners as tenants in common in the

undivided shares in which they own the common elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to unit owners and their mortgagees being made payable jointly to them.

3. Reconstruction and Repair of Damage. If the damaged property is reconstructed and repaired, the funds shall be disbursed in the following manner:

a. By Association - damages of \$10,000.00 or less. If the estimated cost of reconstruction and repair that is the responsibility of the Association do not exceed \$10,000.00, the funds shall be disbursed in payment of these costs upon the order of the Association; provided, however, the funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of damage of more than \$10,000.00 if the damaged property includes structural parts of a building, or if requested by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds.

b. By Association - damage of more than \$10,000.00. If the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$10,000.00, the funds shall be disbursed in payment of these costs in the manner required by the board of directors of the Association; provided, however, that an architect qualified to practice in Florida and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.

c. By Unit Owners. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged units who have responsibility for reconstruction and repair of their units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged unit bears to the total of these costs in all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs for his unit. If there is a mortgage upon the unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.

d. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to unit owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a unit owner that is not in excess of assessments paid by that owner into the funds shall not be made payable to any mortgagee.

4. Reliance upon Certificates. Notwithstanding the provisions of this Declaration, the Insurance Trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Insurance Trustee may rely upon the certificate of the Association made by its president and secretary stating:

a. Whether the damaged property will be reconstructed and repaired or the condominium terminated.

b. Whether or not payments upon assessments against unit owners shall be deposited with the Insurance Trustee.

c. That sums to be paid are due and properly payable, the name of the payee and the amount to be paid.

d. The names of unit owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a unit owner, the Insurance Trustee also shall name the mortgagee as payee of any distribution of insurance proceeds to a unit owner.

5. Proviso. Provided, however, that under the following circumstances the approval of the architect elsewhere required shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair:

a. When the report of damage shows that the damaged property includes structural parts of a building.

b. When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceeds \$10,000.00.

c. If required by the Association or by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds to be disbursed.

G. Benefits of Mortgagees. Certain provisions in this section entitled “Reconstruction and/or Repair after Casualty” are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by the mortgagee.

ARTICLE X

USE RESTRICTIONS

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

A. Units. Each of the units shall be occupied only by one family, its servants and guests, as a residence and for no other purpose. No owner, tenant or occupant may operate any business from a Unit, the common elements or limited common elements, unless prior approval from the Board has been obtained; provided, however, that home-based businesses which do not impact the residential character of the Condominium (e.g., no visits by clients, customers, employees, or excessive deliveries or traffic) shall be permitted. These prohibitions include, but

are not limited to, businesses that make noise, make a mess in the common areas, create an inordinate amount of trash, utilize large amounts of water, or have frequent visitors.

B. Common Elements. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units by their occupants.

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

D. Pets. ~~Pets shall be restricted to small domestic birds or fish or one (1) cat or one (1) dog, the weight of which shall not exceed twenty five (25) pounds. As of the effective date of this Amended and Restated Declaration, all owners and tenants must register their dog(s) or cat(s) by completing a pet registration form provided by the Association. Any owner or tenant wishing to obtain a dog or cat after the effective date of this Amended and Restated Declaration must submit the registration form to the Board for approval prior to bringing the dog or cat onto the Condominium property. Dogs labeled as aggressive or dangerous breeds by Palm Beach County, as amended from time to time, are not allowed in any unit or on Condominium Property.~~ Pets shall be on a leash at all times ~~and shall not be walked on grass other than immediately surrounding the owner's courtyard.~~ The owner of each pet shall be required to clean up after the pet in order to properly maintain the common areas. If after receipt of written notice by the Association that the owner's pet is violating the provisions of this paragraph, the owner does not correct such violation, the Association shall have the right to impose finest in the maximum amount permitted under the Condominium Act, as amended from time to time ~~a fine of Fifty Dollars (\$50.00) on said unit owner. The Fifty Dollars (\$50.00) shall be deposited to the general maintenance account of the Association.~~ In the event that the ~~Fifty Dollars (\$50.00)~~ fine is not promptly paid or the violation continues, then the Association shall also have the right to seek appropriate legal action to collect payment of the fine and/or to have the violation rectified ~~against the said unit owner in order to obtain payment of the Fifty Dollars (\$50.00) fine and in addition shall be entitled to a judgment for all fees and costs incurred in such action.~~

E. Trash. Trash shall be placed in receptacles. For sanitary reasons all trash ~~except newspapers~~ shall be in plastic bags (unless it is a recyclable item placed in a proper recycling container) and tied securely before being placed in trash receptacles. In no event shall trash be placed outside of the trash receptacles.

F. Hanging Clothes. No clothes or similar articles shall be hung outdoors for any purposes except within the unit owner's courtyard below the height of the fence.

G. Bicycles. Bicycles, toys or clutter shall not be left outside courtyards at any time. Bicycles or clutter so left in the common elements may be removed by the Association at the unit owner's expense shall be impounded. It is permissible to store bicycles in the unit owner's courtyard. ~~In the event such items are impounded by the Association, the unit owner will be assessed a fee of Five Dollars (\$5.00) for their release.~~

H. Repairs. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance such as the changing of a tire, battery, etc.

I. Antennae. There shall be no radio, television or other outside antenna of any kind installed on the common elements without the required approval of the Board.

J. Exterior Displays. No signs of any kind may be displayed on any exterior portion of the dwelling, the courtyard or in the windows of the dwelling or in any of the common areas or visible from any vehicles. No reflective substance shall be placed on any windows. No decorative lights, images, displays or similar items of personal property shall be displayed except within the unit owner's courtyard below the height of the fence.

K. Shutters. Unit owners may install hurricane shutters, storm shutters or security shutters in a permanent installation provided said installation consists solely of bronze colored folding track mounted type shutters. All other hurricane or storm shutters must be of a temporary nature and may be installed only prior to a hurricane or storm and completely removable and removed when the hurricane or storm ceases. There shall be no temporary security shutters.

L. Vehicles. Trucks larger than a one-half (1/2) ton pickup or trucks used for commercial purposes, vans used for commercial purposes, motorcycles, boats, trailers, motor homes and other such vehicles shall not be allowed to park overnight on the condominium property. All motor vehicles must be maintained as to not create an eyesore in the community. Any motor vehicle that is unlicensed and/or undrivable and/or in violation of the Declaration or Rules & Regulations can be towed from Condominium property. If, after the Association provides reasonable notice, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Property, the Association shall have the option and right to have the vehicle towed away with the cost and fees, including attorneys' fees, if any, to be borne by the vehicle owner or the Owner of the Unit, if the vehicle owner is a visitor, guest or vendor

of the Owner. By this provision, each Owner and vehicle owner provides the Association with the necessary consent to effect the tow.

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

N. Leasing. After approval by the Association elsewhere required, entire units may be rented provided the occupancy is by only one family, its servants and guests. No rooms may be rented and no transient tenants may be accommodated. No unit shall be leased during the first ~~twelve (12)~~ twenty-four months of ownership, measured from the date of recording of the most recent deed or other instrument transferring any interest in title of such unit. No unit shall be leased more than once in any twelve (12) month period, measured from the commencement of the most recent lease of such unit. No lease shall be for a term less than twelve (12) consecutive months. No unit shall be leased on a month-to-month basis.

O. Regulations. Reasonable regulations concerning the appearance and use of 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 those regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium upon request.

~~———— P. ———— Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units of the condominium, neither the unit 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 units. Developer may make such use of the unsold units and common areas without charge as may facilitate the completion and sale, including but not limited to maintenance of a model unit or units, sales office, or the showing of the property and the display of signs.~~

ARTICLE XI

MAINTENANCE OF COMMUNITY INTERESTS

Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner ~~other than the Developer~~ shall be subject to the following provisions as long

as the condominium exists and the apartment buildings in useful condition exist upon the land, which provisions each unit owner, by acquiring title thereto, covenants to observe:

A. Transfers Subject to Approval.

1. Sale. No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association ~~except to the owner of another unit.~~

2. Lease. No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by lease, ~~license or any other form of occupancy arrangement or renewal of a lease~~ without approval of the Association ~~except to the owner of another unit.~~

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

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

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

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

1. Notice to Association.

a. Sale. A unit owner intending to make a bona fide sale of a unit or any interest in it shall give to the Association notice of that intention at least twenty (20) days prior to the intended closing date, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. ~~The notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved; and if that demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.~~ The notice of the proposed sale shall include an executed copy of the proposed contract to sell, shall be accompanied also by an application for approval form completed and executed by the prospective purchaser acknowledging the receipt of the governing documents and agreeing to abide by the rules and regulations of the Association, and the application fee which shall be determined by the Board and shall not exceed the maximum amount permitted by the Condominium Act, as amended from time to time.

b. Lease. A unit owner intending to make a bona fide lease, license or other form of occupancy agreement of a unit or any interest in it shall give to the Association notice of that intention at least twenty (20) days prior to the lease commencement date, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. In

order for the Association to examine the proposed lessee's credentials and determine whether the proposed lease will be approved, the owner shall submit to the Association a properly executed application for approval form and a document executed by the proposed tenant acknowledging receipt of a copy of the Rules and Regulations of the Association and agreeing to abide by such rules and regulations, and the application fee which shall be determined by the Board and shall not exceed the maximum amount permitted by the Condominium Act, as amended from time to time. All leases shall be deemed to provide that the Association shall have the authority to terminate the lease and/or commence legal proceedings to cause the lessee(s) to be evicted upon default by the lessee(s) in observing any of the provisions of this Declaration, Rules & Regulations, or other governing documents of the Association. If legal action is required, in the reasonable discretion of the Association, then the Association shall be entitled to collect all reasonable costs, including reasonable attorney's fees, from the Owner.

c. Gift; Devise or Inheritance; Other Transfers. A unit owner intending to make a gift of a unit or any interest in a unit, and a unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously approved by the Association, shall give to the Association notice of the proposed gift or of the acquiring of title, together with such information concerning the transferee as the Association may reasonably require, and a certified copy of the instrument evidencing a transferee's title.

d. Failure to Give Notice. If the above-required notice to the Association is not given, than at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, 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 that disapproval.

e. ~~Costs. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in an amount determined by the regulations, but not to exceed \$50.00, to cover the costs incident to the determination by the Association. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the party owning the unit at the time of assessment.~~

2. Certificate of Approval.

a. Sale. If the proposed transaction is a sale, then within ~~30~~ twenty (20) days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate 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, then within ~~30~~ twenty (20) days after receipt of the notice and information the Association must either approve

or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form, which shall be delivered to the lessee.

c. Gift; Devise or Inheritance; Other Transfers. If the notice is of an intended gift or the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner not previously approved by the Association, then within ~~thirty (30)~~ twenty (20) days after receipt of the notice and information the association must either approve or disapprove the donee or the continuance of the transferee's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the association in recordable form. The certificate shall be delivered to the party making application therefor and shall, at said party's option, be recorded in the Public Records of Palm Beach County, Florida, at the expense of the unit owner.

3. Approval of Corporate Owner or Purchaser. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the approval of ownership of a unit by a corporation may be conditioned by requiring that all persons occupying the unit be approved by the Association.

C. Disapproval by the Association. If the Association shall disapprove a transfer of ownership of a unit, the matter shall be treated in the following manner:

~~1. Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of the notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:~~

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

~~_____ b. The purchase price shall be paid in cash, or upon terms approved by the seller.~~

~~_____ c. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if it is by arbitration, whichever is the later.~~

~~_____ d. 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.~~

~~_____ e. If the Association shall fail to provide a purchaser upon demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.~~

1. Sales. By submission of a sales contract for approval, the Owner and prospective purchaser(s) and any other occupant(s) over the age of 18 agree that the Association is authorized to conduct a criminal and financial background check as to all proposed purchasers/occupants (the current Owner is responsible for the costs of such background checks).

a. The Association, by and through its Board of Directors, may deny the sale for good cause if such background checks provide reasonable evidence that the purchaser(s) and any other occupant(s) may pose a risk to the community or that they are unlikely to be able to comply with the financial requirements of the Association. Factors to be considered include, but are not limited to: (a) Criminal history; (b) Credit rating; (c) Convicted sex offender status; and (d) Illegal drug use and/or drug-related offenses. Additionally, if the Owner fails to provide any documentation reasonably requested by the Board of Directors, the Association may deny the sale, impose reasonable monetary penalties as determined by the Board, or utilize any other remedies provided in the governing documents and/or Florida law, as amended from time to time.

b. Other reasons which shall constitute "good cause" for denial of a sale shall include, but not be limited to:

(1) There are any existing violations of the governing documents by the Owner which are not rectified by the time that approval of the sale is required as set forth herein, including but not limited to, delinquent in the payment of any amounts owed to the Association;

(2) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

(3) The person seeking approval has evidenced an attitude of disregard for Association rules by his/her conduct in the Association as a prior or existing tenant, Unit Owner, or occupant, or during the application process;

(4) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process; or

(5) The transaction was concluded by the parties without having sought and obtained the prior approval required herein.

If the Association disapproves of a sale for “good cause” as provided above, the Association shall not be required to find a substitute purchaser and shall have no financial responsibility whatsoever for any costs or damages that may have been incurred by an Owner.

2. Lease. If the proposed transaction is a lease, the unit owner shall be advised in writing of the disapproval and the lease shall not be made. By submission of a lease for approval, the Owner and prospective tenant(s) and any other occupant(s) over the age of 18 agree that the Association is authorized to conduct a criminal and financial background check as to all proposed tenants/occupants (the current Owner is responsible for the costs of such background checks).

a. The Association, by and through its Board of Directors, may deny the lease or renewal of a lease for good cause if such background checks provide reasonable evidence that the tenant(s) and any other occupant(s) may pose a risk to the community or that they are unlikely to be able to comply with the financial requirements of the Association or the lease. Factors to be considered include, but are not limited to: (a) Criminal history; (b) Credit rating; (c) Convicted sex offender status; and (d) Illegal drug use and/or drug-related offenses. Additionally, if the Owner fails to provide any documentation reasonably requested by the Board of Directors, the Association may deny the lease, impose reasonable monetary penalties as determined by the Board, or utilize any other remedies provided in the governing documents and/or Florida law, as amended from time to time.

b. Other reasons which shall constitute “good cause” for denial of a lease or renewal of a lease shall include, but not be limited to:

(1) There are any existing violations of the governing documents by the Owner or Tenant which are not rectified by the time that approval of the lease is required as set forth herein, including but not limited to, delinquent in the payment of any amounts owed to the Association;

(2) The Owner has a history of leasing the Unit without obtaining approval of the Association, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of the Unit;

(3) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

(4) The person seeking approval has evidenced an attitude of disregard for Association rules by his/her conduct in the Association as a prior or existing tenant, Unit Owner, or occupant, or during the application process;

(5) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process; or

(6) The transaction was concluded by the parties without having sought and obtained the prior approval required herein.

If the Association disapproves of a lease for “good cause” as provided above, the Association shall not be required to find a substitute tenant and shall have no financial responsibility whatsoever for any costs or damages that may have been incurred by an Owner or prospective tenant.

3. Gifts; Devise or Inheritance; Other Transfers. If the notice is of a proposed gift, the unit owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Association shall be void. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within ~~thirty (30)~~ twenty (20) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail a written approval or disapproval. ~~to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:~~

~~a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.~~

~~b. The purchase price shall be paid in cash or upon terms approved by the seller.~~

~~_____ c. The sale shall be closed within ten (10) days following the determination of the sale price.~~

~~_____ d. 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.~~

~~_____ e. If the Association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the unit owner.~~

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

E. Exceptions. The foregoing provisions of this Article entitled "Maintenance of Community Interests" shall not apply to:

1. a transfer to or purchase by a bank, life insurance company, or savings and loan association that acquires its title as the result of owning a mortgage upon the unit concerned, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings.

2. a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires title.

3. a transfer to a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding that is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

~~4. a mortgage or transfer to or a purchase or other acquisition by Developer, nor to a lease, mortgage, sale or other transfer by Developer.~~

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

~~G. Rental by Developer. Notwithstanding any of the provisions hereinabove contained, the provisions of this Article XI shall not be applicable to the Developer, JUPITER LAKES VILLAS, INC., of the condominium property, and the Developer is irrevocably~~

~~authorized, permitted and empowered to sell, lease or rent condominium units to any purchaser or lessee approved by Developer upon such terms and conditions as said parties determine are acceptable to them, and specifically the Developer may sell, lease or rent condominium units without procuring the consent of the Association, its officers, directors or members, or unit owners. The Developer shall have the right to transact any business on the condominium property necessary to consummate sales of condominium units, including, not limited to, the right to maintain models, have signs identifying the condominium property and advertising the sale of condominium units, maintain employees in the offices, use common elements on the condominium property, and show units for sale. The sales office, the furniture and furnishings in the model units, if any, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold condominium units, Developer's right as the owner of said unsold units shall be the same as all other unit owners in said condominium property, excepting that Developer will not be subject to the provisions of Paragraphs A, B, C and D hereof, and Developer, as the owner of condominium parcels, shall have one (1) vote in the Association for each unsold condominium parcel. All of the foregoing being subject to the requirements of Chapter 718, Florida Statutes, as set forth in the ByLaws of the Association attached hereto as Exhibit "C."~~

ARTICLE XII

COMPLIANCE AND DEFAULT

Compliance and Default. Each unit owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association and the Bylaws and Regulations adopted pursuant to those documents, and all of those documents and regulations as they may be amended from time to time. The Association and unit owners shall be entitled to the following relief in addition to the remedies provided by the Condominium Act, as amended from time to time (such as fines or suspension of privileges):

A. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement to the common elements, limited common elements, or another unit made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, vendors, contractors or lessees, ~~but only to the extent that the expense is not met by the proceeds of insurance carried by the Association.~~

B. Costs and Attorneys' Fees. In any proceedings arising because of an alleged failure of a unit owner or the Association to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the court. In the event that any attorney's fees and/or costs are awarded to

the Association, they shall be deemed an assessment against the Owner and the Owner's Unit and collectible as such in accordance with this Declaration and Florida law.

C. No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XIII **AMENDMENTS**

Amendments. Except as elsewhere provided, and except for the amendments contemplated by Chapter 718.104 (4) (e), Florida Statutes, for the attachment of certificates of licensed Florida surveyors evidencing substantial completion of improvements, this Declaration of Condominium may be amended in the following manner:

~~A. 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.~~

~~BA. Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by a majority of the members of the Association at a meeting called for this purpose. The proposed amendment shall be adopted upon receiving the affirmative approval of a majority of the votes that are cast by the Members, either by written consent or by a vote at a meeting, as long as at least thirty percent (30%) of the total members cast a vote. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be by a majority of those votes cast at a meeting of the members at which a quorum is present.~~

~~CB. Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent; no amendment may impair or prejudice the rights, priorities or interests of any mortgagee without the express written consent of such mortgagee; and no amendment shall change any unit nor decrease the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on that unit shall join in the execution of the amendment. Neither shall an amendment make any change in the Articles entitled "Insurance" and "Reconstruction and/or Repair after Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.~~

~~DC.~~ Execution and Recording. An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the common elements, common surplus or common expenses shall equal one hundred percent (100%), the owners of the units and the owners of liens on the units for which modifications in the shares are being made also shall execute the certificate.

ARTICLE XIV **TERMINATION**

Termination. The condominium may be terminated in the following ways in addition to the manner provided by the Condominium Act, as amended from time to time:

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

B. Agreement. The condominium may be terminated by approval in writing by all record owners of units and all record owners of mortgages on units.

C. Approval and Options to Purchase. If the proposed termination is submitted to a meeting of the members of the Association and the notice of the meeting gives notice of the proposed termination, and if approvals by owners of not less than seventy-five percent (75%) of the common elements and by the record owners of all mortgages upon the units are obtained in writing not later than thirty (30) days after the date of that meeting, then the approving unit owners shall have an option to buy all of the units of the other unit owners for the period ending on the sixtieth (60th) day after the date of that meeting. Approvals of the termination shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised in the following manner:

a. A party desiring to exercise the option shall execute and deliver to the Association two (2) counterparts of an agreement in a form supplied by the Association agreeing to purchase the units desired by him upon the terms hereafter stated. An agreement signed by the seller may be conditioned upon the termination of the condominium. If the agreement is not

signed by the seller, it shall be an offer to purchase. If more than one (1) offer is made for the purchase of the same unit, the unit will be sold under the first offer received by the Association, which offer shall be irrevocable and shall constitute an agreement to purchase conditioned upon the exercise of the option to purchase all of the units subject to the option and termination of the condominium.

b. The option shall be deemed to be exercised if the Association receives within the time stated contracts or offers for the purchase of all of the units owned by the unit owners who do not approve the termination.

c. The exercise of the option shall be evidenced by the certificate of the Association executed by its president and secretary stating that all of the units owned by the unit owners who do not approve the termination have been purchased and identifying the purchasers and the units purchased by them. A copy of the certificate shall be delivered or mailed by certified or registered mail, return receipt requested, to each record owner of the units being purchased, together with an executed counterpart of the agreement or offer to purchase each unit owned by the person receiving the certificate.

2. Price. The sale price of a unit sold under an agreement signed by the seller shall be the price stated in the agreement. The sale price of a unit sold under an offer to purchase shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from delivery or mailing of the agreement to the seller. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash, or upon terms approved by the seller and the Association.

4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price, or within sixty (60) days after the exercise of the option, whichever shall last occur.

5. Termination. The closing of the purchase of all of the units subject to the option shall effect a termination of the condominium without further act except the filing of the certificate hereafter required.

6. Failure to Purchase. If the option to purchase all of the units owned by unit owners who do not approve the termination of the condominium is not exercised, and if all of the sales under the option are not closed within a reasonable time after the closing date provided above, the proposed termination of the condominium shall fail. The failure shall be evidenced by a certificate of the Association, and thereafter the offers and agreements to purchase under this provision that have not resulted in closed sales shall be void.

D. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its 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.

E. 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. The undivided shares of the unit owners shall be the same as the undivided shares of the common elements appurtenant to the owners' units prior to the termination.

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

ARTICLE XV

SEVERABILITY AND CONCLUSION

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

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I
NAME AND DEFINITIONS

The name of the corporation shall be JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association," these Amended and Restated Articles of Incorporation as "Articles," and the Amended and Restated Bylaws of the Association as "Bylaws."

ARTICLE II
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, for the operation of ~~five (5)~~ two (2) condominiums to be known as JUPITER LAKES VILLAS CONDOMINIUM I, and JUPITER LAKES VILLAS CONDOMINIUM II, ~~JUPITER LAKES CONDOMINIUM III, JUPITER LAKES VILLAS CONDOMINIUM IV, AND JUPITER LAKES VILLAS CONDOMINIUM V,~~ all to be located on a parcel of real property lying north of Jupiter Lakes Boulevard in the Town of Jupiter, Palm Beach County, Florida.

ARTICLE III
POWERS

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

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

B. Enumeration. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

1. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.
2. To use the proceeds of assessments and charges in the exercise of its powers and duties.
3. To buy and lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.
4. To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.
5. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
6. To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.
7. To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; ~~provided, however, that all of those regulations and their amendments shall be approved by not less than seventy five percent (75%) of the votes of the entire membership of the Association before they shall become effective.~~
8. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be provided by the Declaration of the Condominium and the Bylaws.
9. To enforce by legal means the provisions of Chapter 718, Florida Statutes, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.
10. To contract for the management of the condominium and to delegate to the contractor all powers and duties of the Association except those that are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

11. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose.

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

C. Purchase of Units. The Association shall not have the power to purchase a unit of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

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

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

F. Limitation. 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

A. Membership. The members of the Association shall consist of all of the record owners of units in the ~~five (5)~~ two (2) condominiums, and after termination of the condominium shall consist of those who are members at the time of the termination and their successors and assigns.

B. Evidence. After approval of the transfer or of the ownership of a unit in the manner required by the Declaration of Condominium, change of membership in the Association shall be established by (1) recording in the Public Records of Palm Beach County, Florida, a certificate of the Association stating the approval required by the Declaration, (b) recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and (c) delivery to the Association of copies of the recorded instruments. The owner receiving title of the unit by those

instruments will be a member of the Association and the membership of the prior owner will be terminated.

C. Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit for which that share is held.

D. Voting. A member of the Association shall be entitled to at least one (1) vote for each unit owned by him. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V **DIRECTORS**

A. Number and Qualification. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three (3) directors, ~~and in the absence of that determination shall consist of five (5) directors.~~ Directors ~~need not~~ must be members of the Association.

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

C. Election; Removal. 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 Condominium Act and the Bylaws.

D. Election. ~~When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association: (a) three (3) years after sales by the Developer have been closed of fifty percent (50%) of the units that will be operated ultimately by the Association; (b) three (3) months after sales have been closed by the Developer of ninety percent (90%) of the units that will be operated ultimately by the Association; (c) when all of the units to be operated by the Association have been completed and some of them have been conveyed to purchasers and none of the others are being offered by the Developer for sale in the ordinary course of business, whichever shall first occur. The~~

~~Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business any units in the Jupiter Lakes Villas Condominium. The election of Directors shall be conducted in accordance with the Bylaws and the Condominium Act, as amended from time to time.~~

~~E. Meeting. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days' notice of a meeting of the unit owners for this purpose.~~

~~F. Approval. As long as the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: (a) Assessment of the Developer as a unit owner for capital improvements, or (b) any action by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of the units.~~

~~G. First Directors. 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:~~

~~_____ Jon L. Oswald _____ 211 Elsa Road
_____ Jupiter, Florida 33458~~

~~_____ Robert D. Hoke _____ 931 Turner Quay
_____ Jupiter, Florida 33458~~

~~_____ William C. Clark _____ 7710 South Flager Drive
_____ West Palm Beach, Florida~~

ARTICLE VI

OFFICERS

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

President/Director Jon L. Oswald
211 Elsa Road
Jupiter, Florida 33458

Vice President William C. Clark
7710 South Flager Drive
West Palm Beach, Florida

Secretary/Treasurer Robert D. Hoke
931 Turner Quay
Jupiter, Florida 33458

ARTICLE VII

INDEMNIFICATION

Every director and officer of the Association, and every member of the Association serving the Association on a committee or in any other official capacity at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 or committee member of the Association or by reason of his serving or having served the Association at its request in an official capacity, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE VIII

BYLAWS

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

ARTICLE IX

AMENDMENTS

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

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

~~BA. Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by a majority of the members of the Association. The proposed amendment shall be adopted upon receiving the affirmative approval of a majority of the votes that are cast by the Members, either by written consent or by a vote at a meeting, as long as at least thirty percent (30%) of the total members cast a vote. ~~Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either:~~~~

~~_____ 1. _____ by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or,~~

~~_____ 2. _____ by not less than eighty percent (80%) of the votes of the entire membership of the Association.~~

~~CB. Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any change in Paragraphs C through F of Article III, entitled "Powers," without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.~~

~~DC. Recording. A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the Public Records of Palm Beach County, Florida.~~

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI
REGISTERED AGENT AND OFFICE

The registered agent and office of the corporation shall be the registered agent and office address listed on sunbiz.org from time to time at 530 Jupiter Lakes Boulevard, Jupiter, Florida 33458.

ARTICLE XII
SUBSCRIBERS

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

_____Jon L. Oswald_____211 Elsa Road
_____Jupiter, Florida 33458

_____William C. Clark_____7710 South Flager Drive
_____West Palm Beach, Florida

_____Robert D. Hoke_____931 Turner Quay
_____Jupiter, Florida 33458

AMENDED AND RESTATED B Y L A W S

OF

JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I
IDENTITY

These are the Bylaws of JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association," a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act."

A. The office of the Association shall be the address listed on sunbiz.org from time to time at 530 Jupiter Lakes Boulevard, Jupiter, Florida, 33458.

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

C. The seal of the Association shall bear the name of the corporation; the word, "Florida;" the words, "Corporation not for profit," and the year of incorporation.

ARTICLE II
MEMBERS' MEETINGS

A. The annual members' meeting shall be held at such place and time as shall be designated by the Board of Directors ~~at 7:00 P.M. on the second Thursday of February of and shall be conducted at least once each calendar year~~, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; ~~provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.~~

B. Special members' meetings shall be held whenever called by the President or 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 fifty-one percent (51%) of the votes of the entire membership.

C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed, posted and/or electronically served (if permitted by the Condominium Act, as amended from time to time) ~~by certified mail, return receipt requested,~~ not less than fourteen (14) ~~nor more than forty five (45)~~ days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Notice of members' meetings shall be posted conspicuously on the condominium property not later than fourteen (14) days in advance of such meeting for the members' attention.

D. A quorum at members' meetings shall consist of thirty percent (30%) of the eligible members ~~persons entitled to cast that minimum number of the votes of the entire membership which is allowed by law.~~ The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

E. Voting.

1. In any meeting of members the owners of condominium units shall be entitled to cast one vote for each condominium unit owned.

2. If a condominium unit is owned by one person his right to vote shall be established by the record title to his unit. If any condominium unit is owned by more by than one person (other than ownership by husband and wife), ~~or is under lease~~, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by all of the record owners of the condominium unit and filed with the Secretary or management company of the Association. If a condominium unit is owned by a corporation, partnership, trust or other form of entity, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by the President or Vice President, the Managing Partner, and/or Trustee and attested by the Secretary or Assistant Secretary of the corporation (if applicable) and filed with the Secretary or management company 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 unit concerned. A certificate designating the person entitled to cast the vote of a condominium unit may be revoked by any owner of a condominium unit. If such a certificate is not on file for a unit where a certificate is required by this Section, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

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

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

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

1. Calling of the roll and certifying of proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers.
5. Reports of Committees.
6. Appointment of inspectors of election.
7. Election of directors.
8. Unfinished business.
9. New business.
10. Adjournment.

I. Election of New Directors. ~~Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than thirty (30) days nor more than forty (40) days' notice of a membership meeting to be held for the purpose of electing such new director(s). Such meeting may be called and a notice given by any unit owner if the Association shall fail to do so in the time required.~~ The election of Directors shall be conducted in accordance with the Condominium Act, as amended from time to time.

J. ~~Turnover Meeting.~~ Not later than sixty (60) days after unit owners other than the Developer elect a majority of the members of the Board of Directors, a membership meeting shall be held for the purpose of allowing the Developer to relinquish control of the Association to the members and to deliver to the Association the property of the unit owners and the Association held by or controlled by the Developer as to each condominium operated by the Association.

K. ~~Proviso.~~ Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the condominium units to be ultimately managed by the Association, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

LJ. Minutes. Minutes of all meetings of unit owners shall be kept in a business-like manner and available for inspection by unit owners and board members at all reasonable times in accordance with the Condominium Act, as amended from time to time.

ARTICLE III

DIRECTORS

A. Membership. All members of the Board of Directors ~~elect~~ed by unit owners ~~other than the Developer~~ shall be members of the Association. ~~All members of the Board of Directors elected by the unit owners other than the Developer of a condominium shall be unit owners in such condominium or the spouse of a unit Owner. Members of the Board of Directors appointed by the Developer need not be members of the Association.~~ The affairs of the Association shall be managed by a Board consisting of not less than three (3) nor more than five (5) directors, as may be determined from time to time by the Board of Directors of the Association. In the event that the Board does not vote to change the number of Directors, then it shall remain the same as the previous year.

B. Election of directors shall be conducted in the following manner:

1. Election of directors shall be held at the annual members' meeting in accordance with the Condominium Act, as amended from time to time ~~subject to the provisions of subparagraph B(6) and paragraph I of Article II hereinabove.~~

~~2. A nominating committee of five (5) 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 person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.~~

~~3. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.~~

~~42. Except as to vacancies created 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 from the condominiums that had elected the director to the vacated seat.~~

~~53. Any director may be removed from the Board in accordance with the recall procedures set forth in the Condominium Act, as amended from time to time by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the remaining directors.~~

~~6. Provided, however, that until the Developer elects to terminate its control of the Association, or until the annual membership meeting taking place three (3) years after the~~

~~date of filing the Declaration of Condominium for the last of the JUPITER LAKES CONDOMINIUM VILLAS CONDOMINIUM units to be built, whichever occurs first, the Developer shall have the right to remove any director appointed by it, and to fill any vacancy created by the death, resignation or inability to serve further as to any director originally appointed by it.~~

C. ~~The term of each director's service, subject to the provisions of B(5) and B(6) above, shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.~~ In order to ensure the continuity of experience, a system of staggered Board terms shall be maintained. At the next annual members' meeting after these Amended & Restated By-Laws are recorded, staggered terms shall be established by allowing the candidates who receive the most votes at that annual meeting to serve a two (2) year term, and the candidates who receive the lesser votes to serve a one (1) year term. At that meeting, either three (3) or five (5) directors shall be elected, as determined by the Board. If five (5) candidates are to be elected, then the three (3) candidates receiving the highest number of votes at the meeting shall be elected to two (2) year terms and the two (2) candidates receiving the next highest number of votes shall be elected to one (1) year terms. If three (3) candidates are to be elected, then the two (2) candidates receiving the highest number of votes at the meeting shall be elected to two (2) year terms and the one (1) candidate receiving the next highest number of votes shall be elected to a one (1) year term. In the event that no election is required because the number of vacancies equals or exceeds the number of candidates, or in the event of a tie, then the elected candidates shall decide by agreement which candidates will serve which term(s). If a mutual agreement cannot be reached, then the terms shall be decided by the flip of a coin. After the staggered terms are established, all Directors shall be elected thereafter to serve for a period of two (2) years. In the event that staggered terms ever need to be re-established for any reason in the future, then this shall be decided by the Board of Directors without the need for a membership vote or an amendment to the By-Laws, and the re-establishment of staggered terms shall be stated in the first notice of annual meeting.

D. ~~The organization meeting of a newly elected Board of Directors shall be held immediately following the annual members' meeting or within ten (10) days of the annual members' meeting their election at such place and times as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.~~

E. 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 and as required by the Condominium Act, as amended from time to time. Notice of regular meetings shall be given to each director, personally or by mail, telephone or e-mail telegraph, at least three (3) two (2) days prior to the day named for such meeting. Provided that the Board shall meet at least three (3) times each year. Notice to members of all board meetings shall be provided in accordance with the Condominium Act, as amended from time to time.

F. 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 (1/3) of the directors. Not less than ~~five (5)~~ two (2) days' notice of the meeting shall be given to the directors personally or by mail, telephone, or e-mail ~~telegraph~~, which notice shall state the time, place and purpose of the meeting.

G. 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.

H. 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 when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

I. 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. ~~No further notice need be given of an adjourned meeting.~~

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

K. The presiding officer of directors' meetings shall be the ~~Chairman~~ President 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 of their number to preside.

L. The order of business at directors' meetings shall be (if applicable):

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

M. Directors' fees, if any, shall be determined by members of the Association, and approval of any such fees shall require the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association; ~~provided, directors designated by the Developer, and the first Board of Directors, shall not be entitled to any fees or compensation for their services as directors.~~

N. Meetings. Minutes of all meetings of directors shall be kept in a business-like manner and available for inspection by unit owners and Board members at all reasonable times in accordance with the Condominium Act, as amended from time to time.

O. Open Meetings. Except in emergency situations or as permitted by the Condominium Act, as amended from time to time, meetings of the Board of Directors shall be open to all members, and notice of meetings shall be posted, mailed or electronically delivered in accordance with the Condominium Act, as amended from time to time ~~posted conspicuously on the condominium property at least three (3) days in advance for the attention of the members.~~

P. Vacancies. A vacancy in any directorship shall be filled by the remaining directors and the person appointed to the vacant seat shall serve for the remainder of the term ~~person or body having the right to originally elect or appoint such director.~~

Q. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these ByLaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by condominium unit owners where such approval is specifically required.

ARTICLE IV

OFFICERS

A. The executive officers of the Association shall be a President, who shall be a director; a Vice President, who shall be a director; a Treasurer; a Secretary; and an Assistant Secretary (if deemed necessary), all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Vice President, Secretary or Assistant Secretary (if any). The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

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

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

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

F. The compensation of all employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Condominium. Any or all of the powers and duties reserved to the officers as set forth herein may be delegated to a property manager or management company retained by the Association, as deemed appropriate by the Board.

ARTICLE V

FISCAL MANAGEMENT

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

A. Accounts. The receipts and expenditures shall be credited and charged to accounts under the following classifications as shall be appropriate:

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

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

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

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

5. Operations, which shall include gross revenues from the use of common elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against condominium unit owners, which assessments may be made in advance in order to provide a working fund.

B. Budget.

1. Adoption by Board of Directors. The Board of Directors shall adopt a budget for each calendar year for each condominium administered by the Association that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves. The adoption of a budget shall comply with the requirements hereinafter set forth:

(a) Notice of Meeting. A copy of the proposed budget of common expenses shall be mailed to each unit owner ~~not less than thirty (30) days prior to the meeting at which the budget will be considered~~, together with a notice of ~~that the meeting at which the budget will be considered~~ indicating the time and place of such meeting, in accordance with the Condominium Act, as amended from time to time.

(b) Recall of Directors and Revision of Budget.

(i) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires assessment against unit owners in any year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, then the Board must follow the procedures set forth in the Condominium Act, as amended from time to time as hereinafter defined, upon written application of ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any member thereof. The notice of such meeting shall state the purpose of the meeting being to consider and enact a revision of the budget or to consider and enact the recall of any and all members of the Board of Directors and to elect their successors.

(ii) Recall of Directors. ~~During such period as Developer shall have the right to elect a majority of the directors of the Association, recall of any and all members of the Board of Directors elected by any condominium shall require the affirmative vote of all of the unit owners of such condominium. Subsequent thereto, the recall of any and all members of the Board of Directors shall be accomplished in accordance with the recall~~

procedures set forth in the Condominium Act, as amended from time to time ~~elected by any condominium shall require the affirmative vote of not less than seventy-five percent (75%) of the unit owners of such condominium.~~

~~(iii) Revision of Budget. During such period of time as the Developer shall have the right to elect a majority of the directors of the Association, a revision of the budget adopted by the Board of Directors shall require the affirmative vote of all the unit owners of such condominium. Subsequent thereto, the revision of the budget adopted by the Board of Directors shall require the affirmative vote of not less than seventy-five percent (75%) of all unit owners.~~

~~—(c)— Proviso. So long as Developer is in control of the Board of Directors of the Association, such Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior year's assessment, as hereinafter defined, without the approval of a majority of the unit owners.~~

(dc) Approval of Budget by Membership. Notwithstanding the foregoing, the Board of Directors may, in any event, propose a budget to the unit owners at a meeting of members or by writing; and if such budget or proposed budget be approved by the unit owners at the meeting or by majority of their whole number by writing, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth, nor shall the members be entitled to recall any Board members in the manner hereinabove set forth.

~~—(e)— Budget Requiring Assessments against Unit Owners Exceeding One Hundred Fifteen percent (115%) of Assessments for the Preceding Year. In determining whether a budget requires assessment against unit owners in any year exceeding one hundred fifteen percent (115%) of assessments for the preceding year, there shall be excluded in the computations any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular basis, and there shall be excluded from such computation assessments for betterments to the condominium property if the ByLaws so provide or allow the establishment of reserves or assessments for betterments to be imposed by the Board of Directors.~~

(fd) Adoption of Budget by Membership. In the event that the Board of Directors shall be unable to adopt a budget for the Association in accordance with the requirements of subparagraph B(1) above, the directors may call a special membership meeting for the purpose of considering and adopting the budget for the Association, which meeting shall be called and held in the manner provided for such special membership meetings in subparagraph B(1)(b) above, and such budget is approved by the membership, upon the approval of the majority of the Board of Directors, shall become the budget of the Association for such year.

C. Assessments. Assessments against the condominium unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 31st preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable on a quarterly or monthly basis in advance, as determined by the Board from time to time. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarterly or monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal quarterly or monthly installments as there are full quarters or months of the calendar year left as of the date of such amended assessment, each such quarterly or monthly installment to be paid in advance, commencing the first day of the next ensuing quarter or month. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

D. Apportionment of Expenses. Costs and expenses attributable to or to be shared by more than one of the condominiums administered by the Association, such as, but not limited to, the maintenance of ponds, roadways and parking areas, the cost of maintaining facilities or services shared by more than one condominium, and the costs of labor or services wherein the labor or services are being provided to more than one condominium, shall be equitably apportioned by the Board of Directors to the condominium sharing such services, labor, or other benefits, and to whom such costs and expenses are attributable, and the proportionate share attributable to a condominium shall constitute a portion of its common expenses. Where benefits, services or labor are being shared on a substantially equal basis by condominiums, the basis of determining the proportionate share of such costs to each condominium shall be computed by multiplying the total cost by a fraction, the numerator of which shall be the total number of condominium apartment units in the condominium, and the denominator of which shall be the total number of apartments in the condominiums to which such common costs and expenses are attributable.

E. Acceleration of Assessment Installments upon Default. If a condominium unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the condominium unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the condominium unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

F. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be

deposited. Withdrawal of monies from such accounts shall be only ~~by checks signed by such persons~~ as are authorized by the directors.

G. Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

H. Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. Otherwise, the Association shall comply with the financial reporting requirements set forth in the Condominium Act, as amended from time to time. A copy of any ~~audit financial~~ report received as a ~~result of an audit~~ shall be furnished to each member of the Association in accordance with the Condominium Act, as amended from time to time ~~not less than thirty (30) days after its receipt by the Board to the extent that it applies to the condominium wherein the member owns a condominium unit.~~

ARTICLE VI PARLIAMENTARY RULES

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

ARTICLE VII AMENDMENTS

A. A resolution of the adoption of a proposed amendment of these Bylaws may be proposed by either a majority of the Board of Directors of the Association or by a majority of the members of the Association. The proposed amendment shall be adopted upon receiving the affirmative approval of a majority of the votes that are cast by the Members, either by written consent or by a vote at a meeting, as long as at least thirty percent (30%) of the total members cast a vote. ~~Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board, signed by not less than ten percent (10%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:~~

____ 1. ~~Not less than a majority of the entire membership of the Board of Directors and not by less than a majority of the votes of the members of the entire membership of the Association; or,~~

~~_____ 2. In the alternative, an amendment may be made by an agreement signed and acknowledged by a majority of the entire membership of the Association in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.~~

B. Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected consent. No amendment shall be made that is in conflict with the Condominium Act, the Articles of Incorporation, or any of the provisions of the Declaration of Condominium. ~~No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own five (5) or more of the JUPITER LAKES VILLAS CONDOMINIUM units to be ultimately managed by the Association.~~

C. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the ~~Declaration~~ and Bylaws, 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 are duly recorded in the Public Records of Palm Beach County, Florida, ~~as an amendment to each Declaration of Condominium of each condominium whose unit owners constitute the membership of the Association.~~

~~THE FOREGOING were adopted as the Bylaws of JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 15 day of June 1979.~~