

DECLARATION OF CONDOMINIUM

OF

SIERRA WOODS, a Condominium

Palm Beach County, Florida

MADE this 15 day of February, 1980, by Pine Needle Manor, Inc., hereinafter called the "Developer", for itself, its successors, grantee and assigns.

WHEREIN the Developer makes the following declarations:

ARTICLE I

PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and the improvements on such 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 Sierra Woods, a Condominium, which is located at Palm Beach County, Florida.

B. The land. The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are the following lands lying and being in Palm Beach County, Florida:

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Lots 1 - 24 inclusive, as shown on the Plat of PINE NEEDLE MANOR as recorded in Plat Book 37, page 109, public records of Palm Beach County, Florida, together with a construction and maintenance easement for an entrance wall as shown in Official Record Book 3213, page 1002, public records of Palm Beach County, Florida.

which lands are called "the land".

ARTICLE II

DEFINITIONS

The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (718 Florida Statutes), and as follows, unless the context otherwise requires:

A. Dwelling Unit, a Unit and Apartment means unit as defined by the Condominium Act, and the terms dwelling unit, apartment, and unit shall be used interchangeably in this Declaration and have the same meaning.

B. Dwelling Unit Owner means owner as defined by the Condominium Act.

Prepared by and
Return To:

Mrs. Sherry Lefkowitz Hyman
General Counsel
Satter Companies
2328 South Congress Ave.
W. Palm Beach, FL 33406

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C. Association means Sierra Woods Condominium Association, as lawfully amended from time to time, and its successors.

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

E. Common Expenses include:

1. Expenses of administration; expenses of maintenance, operation, repair and replacement of the common elements and of the portions of dwelling units to be maintained by the Association.
2. Expenses declared common expenses by the provisions of this Declaration or by the By-Laws.
3. Any valid charge against the condominium property as a whole which includes the expenses of operating Sierra Woods Condominium Association, Inc.

F. 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.

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

H. Utility services, as used in the Condominium Act and construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, water and garbage and sewage disposal.

I. 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.

J. Share means the percentage interest each apartment owner has in the common elements, common expense and common surplus.

K. Voting Rights shall mean those rights of a member of the Association to vote upon the matters presented at properly called and constituted meetings of the Association, the voting rights for each apartment owner being set forth in Exhibit C.

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

M. 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 apartment and apartment owner.

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

DEDICATION OF COMMON USE PROPERTIES

A. The Developer shall construct certain improvements upon the common use

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properties which shall, among other things, consist of landscaping, automobile parking areas, an entrance wall, a pump and well, and a central T.V. antenna, and other facilities substantially as shown on the drawing attached hereto as Exhibit A.

B. Each dwelling unit owner in each of the condominiums to be known as Sierra Woods, a Condominium, shall have equal rights to possession and use of the common use properties, subject to reasonable rules and regulation of the Association. The assessment for said facilities shall include, without limitation, maintenance, taxes and insurance, and shall be charged to the dwelling unit owners entitled to the use of said facilities.

ARTICLE IV

DEVELOPMENT PLAN

The condominium is described and established as follows:

A. Survey. The survey of the land, showing the improvements on it, is attached hereto as Exhibit A, consisting of two pages.

B. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications therefor by Satter Architectural and Engineering Group, Inc., a copy of the plans may be seen at the office of the Association.

C. Improvements - general description.

The Condominium includes 24 two-unit buildings. The buildings are one story. The buildings are more thoroughly described as set forth in Exhibit A.

D. Dwelling unit boundaries. Each dwelling unit, which term, as used in this subsection concerning boundaries, shall include that part of the building containing the dwelling unit that lies within the boundaries of the dwelling unit, which boundaries are as follows:

1. Horizontal Boundary: The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- a. Upper Boundary - the plane of the undecorated finished ceiling.
- b. Lower Boundary - the horizontal plane of the undecorated finished floor.

2. Perimetrical Boundary. The perimetrical boundaries of the apartment shall be the vertical planes of the unfinished interior surface of the walls bounding the apartment extended to intersection with each other and with the upper and lower boundaries.

- a. Where there is an aperture in any perimetrical boundary, including but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of screen, glass or glass fired to metal framing, exterior windows and frames, all doors, glass or otherwise, which are in the perimeter walls up to the unfinished surface thereof shall be included within the unit and shall not be deemed a COMMON ELEMENT.

- b. The interior partitions within a unit are part of said unit. However, all bearing walls located within a unit constitute part of the COMMON ELEMENTS up to the unpainted finished surface of said walls.

3. Miscellaneous Description. All pipes, wires, conduits and other utility lines, regardless of location, constitute part of the COMMON ELEMENTS up to their outlet within the units. Air conditioning and heating units serving each unit are limited common elements appurtenant to the unit which they serve. Air conditioning wires, plumbing and duct work for each unit constitute part of the limited common elements for subject unit. The ventilation chases and plumbing chases located within a unit are COMMON ELEMENTS, the boundary lines of each chase shall be the exterior unpainted surfaces thereof.

4. Maintenance Easement. There shall exist, as a COMMON ELEMENT, an easement through each unit for the ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishing of utility services to the units and the COMMON ELEMENTS, and for maintaining, repairing and servicing same.

E. Easements - ingress-egress. Easements are reserved through the condominium property as may be required for utility services in order to serve this condominium adequately, provided, however, such easements through a dwelling 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 dwelling unit owner.

F. 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 the continuance of any encroachment of the common property into any apartment for so long as such encroachment shall naturally exist.

G. Common Elements. The common elements include the land and all other parts of the condominium not within the dwelling units.

ARTICLE V

AMENDMENT OF PLANS

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

B. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of dwelling unit plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, dwelling unit owners or lienors or mortgagees of dwelling units or of the condominium, whether or not elsewhere required for an amendment.

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ARTICLE VI

THE DWELLING UNITS

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

A. Typical Dwelling Unit Plans. The typical dwelling unit floor plans which are located in Sierra Woods, a Condominium are described by floor plans attached as a portion of Exhibit A, Pages 1 and 2.

B. Dwelling Unit Numbers The dwelling units are numbered as shown on Exhibit A, which is attached hereto.

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

1. 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 dwelling unit is as follows:

<u>Dwelling Unit</u>	<u>Undivided Share</u>
Units 1A and 1B	1.96%
Units 2A thru 24A	2.00%
Units 2B thru 12B	2.00%
Units 13B thru 24B	2.34%

2. Automobile parking space. The common elements include parking areas for automobiles of dwelling unit owners and their guests. Two parking spaces located within reasonable proximity of each unit will be assigned by the Condominium Association. Such spaces shall be subject to rules and regulations of the Association.

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

D. Liability for common expenses. Each dwelling unit owner shall be liable for a share of the common expenses which is equal to his share of the common elements and common surplus.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT

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

A. Dwelling Units.

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

- a. All portions of a dwelling unit, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of dwelling 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 dwelling unit maintained by the Association; and all such facilities contained within a dwelling unit that service part or parts of the condominium other than the dwelling unit within which contained.
 - c. All incidental damage caused to a dwelling unit by such work shall be repaired promptly at the expense of the Association.
2. By the dwelling unit owner. The responsibility of the dwelling unit owner shall be as follows:
- a. To maintain, repair and replace at his expense all portions of his dwelling unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other dwelling unit owners.
 - b. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the approval of the Association.
 - c. To promptly report to the Association any defect or need for repairs for which the Association is responsible.
3. Alteration and Improvement. Except as elsewhere reserved to Developer, neither a dwelling unit owner nor the Association shall make any alteration in the portion of a dwelling unit or of an apartment building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of an apartment building, or impair any easement, without first obtaining approval in writing of owners of all dwelling units in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

B. Common Elements.

- 1. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense. However, each unit owner shall be responsible for the maintenance and operation of the limited common elements appurtenant to his unit.
- 2. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements, except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any dwelling unit owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the dwelling unit owned, unless such owner shall approve the alteration or improvements, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The

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share of any cost not so assessed shall be assessed to the other owners in the shares that their shares in the common elements bear to each other. In the event that such alteration or improvement is exclusively or substantially exclusively for the benefit of the dwelling unit owner or owners requesting same, then in such event the requesting apartment owner or owners shall be assessed therefor in such proportions as they approve jointly, and failing such approval in such proportions as may be determined by the Board of Directors of the Association. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.

ARTICLE VIII

ASSESSMENTS

The making and collection of assessments against dwelling unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

A. Share of Common Expenses. Each dwelling unit owner shall be liable for a proportionate share of the common expenses, such shares being the same as the undivided share in the common elements appurtenant to the dwelling unit owned by him. Each dwelling unit owner shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the dwelling unit owned by him. Provided, however, that if services are made available to dwelling unit owners from a revenue producing operation, no assessment on account of such services shall be made against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a first mortgage upon a dwelling unit, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; but this shall not preclude such an assessment against an occupant of a dwelling unit owned by such an institution for services voluntarily accepted by the occupant. The shares of any cost or loss not so assessed shall be assessed to the other dwelling unit owners in the shares that their shares in the common elements bear to each other.

B. Interest; application of payments. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of fifteen (15%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

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

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

E. Assessments Pending Foreclosure. When the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such apartment or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure until said apartment is either sold or leased by the first mortgage holder. Such 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.

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F. Developer's Guarantee. The Developer of Sierra Woods, a Condominium gives to each and every condominium unit purchaser its guarantee that for a period of 15 months from the date of execution of this Declaration of Condominium, or until such time as Developer elects to pay regular monthly maintenance assessments for common expenses, that the monthly maintenance assessments for common expenses shall not exceed the amount shown in the Prospectus and/or Contract of Sale. In addition the Developer obligates itself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.

ARTICLE IX

ASSOCIATION

The operation of the condominium shall be by the Sierra Woods 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. A copy of the Articles of Incorporation of the Association, as amended, is attached hereto as Exhibit B.

B. The By-Laws. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached here as Exhibit C.

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 dwelling 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 by other owners or persons.

D. Restraint upon assignment of shares in assets. The share of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his dwelling unit.

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

ARTICLE X

INSURANCE

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

A. Authority to purchase; named insured. All insurance policies upon the condominium property shall be purchased by the Association and shall be placed in a single company, if possible. The named insured shall be the Association individually and as agent for the dwelling unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of dwelling unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee for the benefit of the beneficial dwelling unit owners, and all policies and their endorsement shall be deposited with the Insurance Trustee, and with the mortgagee if required by the mortgagee. The dwelling unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

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B. Coverage

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

- 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 building on the land, including but not limited to vandalism, malicious mischief, windstorm and water damage.

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 coverages, and with cross liability endorsement to cover liabilities of the dwelling unit owners as a group to a dwelling 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 for by the Association and charged to the dwelling unit owner as to all units owned by him. This premium shall be a common expense of the Association but shall not be part of the monthly maintenance assessment for common expenses guaranteed by the Developer. However, the Developer shall be responsible for insurance on units owned by him in the same manner as other unit owners of the Association. These premiums may be billed separately by the Association or they may be included in the monthly maintenance assessment at the option of the Association.

D. Insurance Trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the dwelling unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, which shall be a bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the dwelling unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee. The Insurance Trust Agreement shall be entered into and any trustee's fees shall be paid at such time as any damage shall occur as contemplated in this Article. It shall be the duty of the Board of Directors to enter into such Agreement and pay all fees from Association funds without delay. Provided, however, such Agreement shall not be necessary unless the damage is in excess of \$10,000.00.

1. Common elements. Proceeds on account of damage to common elements: an undivided share for each dwelling unit owner, such share being the same as the undivided share in the common elements appurtenant to his dwelling unit.

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2. Dwelling units. Proceeds on account of damage to dwelling units shall be held in the following undivided shares:
 - a. When the building is to be restored - for the owners of damaged dwelling units in proportion to the cost of repairing the damages suffered by each dwelling unit owner, which cost shall be determined by the Association;
 - b. When the building is not to be restored - an undivided share for each dwelling unit owner, such share being the same as the undivided share in the common elements appurtenant to his dwelling unit.
3. Mortgagee. In the event a mortgagee endorsement has been issued as to a dwelling unit, the share of the dwelling unit owner shall be held for the mortgagee and the dwelling 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 such proceeds made to the dwelling unit owner and mortgagee pursuant to the provisions of this Declaration.

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 following manner:

1. Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.
2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds which remain after defraying such costs shall be distributed to the beneficial owners, remittances to dwelling unit owners and their mortgagees being payable jointly to them as their interests may appear. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.
3. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to dwelling unit owners and their mortgagees being payable jointly to them and as their interest may appear. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.
4. Certificate. In making distribution to dwelling unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the dwelling unit owners and their respective shares of the distribution.

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

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ARTICLE XI

RECONSTRUCTION OR REPAIR AFTER CASUALTY

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

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

2. Apartment building.

a. Lesser damage. If the damaged improvement is an apartment building or buildings and if dwelling units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

b. Major damage. If the damaged improvement is an apartment building or buildings, and if dwelling units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

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. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is an apartment building or buildings, by the owner of not less than 75% of the common elements, including the owners of all damaged dwelling units, which approval shall not be unreasonably withheld.

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

D. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, including the aforesaid fees and premiums, assessments shall be made in sufficient amounts to

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provide funds for payment of such costs. Such assessments shall be in proportion to each owner's share in the common elements.

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

1. Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.
2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against dwelling unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner and order:
 - a. Association - less damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon requests to the Insurance Trustee by a mortgagee that is a beneficiary or an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.
 - b. Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the construction fund that is held by the Insurance Trustee shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
 - c. Dwelling unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a dwelling unit owner shall be paid by the Insurance Trustee to the dwelling unit owner, or if there is a mortgage endorsement as to the dwelling unit, then to the dwelling unit owner and the mortgagee jointly, and as their interests may appear, who may use such proceeds as they may be advised.
 - d. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

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

ARTICLE XII

USE RESTRICTIONS

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

A. Dwelling Units. Each of the dwelling units shall be occupied only by the respective owners thereof as private single-family residences for themselves, their families and social guests, and for no other purpose except where specified exceptions are made in this Declaration. Except as reserved to the Developer, no dwelling unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the dwelling units being affected.

B. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the dwelling unit owners. Each two unit building in Phase I of the Condominium is located on a lot in the previously plotted Pine Needle Manor subdivision. This is more clearly set forth on Exhibit A, Page 1 attached hereto. The landscaping surrounding each building located on said lot shall be considered the "yard" for each building as described in this Declaration and in the corresponding Rules and Regulations. The Condominium Association shall have the power to pass reasonable rules and regulations limiting access to the yard surrounding a unit to the owners and occupants of that unit, subject only to the right of the Condominium Association and other unit owners to ingress and egress. If and when Phase II is completed and added to the Condominium, the "yard" for each building as described in this Declaration and the corresponding Rules and Regulations shall be the rectangular line surrounding each building as set forth in Exhibit A1, page attached hereto.

C. Common Use Property. All common use properties shall be used for the purposes for which the property is intended and the furnishing of services and facilities for the enjoyment of the dwelling unit owners.

D. Nuisances. No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No dwelling unit owner shall permit any use of his dwelling unit or make any use of the common elements that will increase the cost of insurance upon the condominium property. The term nuisance as used herein shall be determined by the Board of Directors.

B3325 P0721

E. 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.

F. Pets. Pets will be permitted subject to reasonable rules and regulations as set forth by the condominium Association. However, no pets shall be permitted outside a unit except on a leash.

G. Leasing. Units may be rented. However, the term must be for four months or more provided the occupancy is only by the lessee and his family. No rooms may be rented and no transient tenants may be accommodated. Reasonable rules and regulations concerning leasing may be passed by the condominium Association and these restrictions may be more stringent, for example, as to children or pets than for unit owners.

H. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all dwelling unit owners and residents of the condominium upon request.

I. Parking. No more than two self-propelled vehicles shall be allowed per unit, and such vehicles must fit within a standard parking space. No boats shall be allowed without the written permission of the Condominium Association. No trucks, motorcycles, boats, trailers, motorhomes, buses or other such vehicles shall be allowed to park overnight in guest areas within the confines of the condominium property. Any vehicle owned by a unit owner must be maintained so as not to create an eyesore in the community.

J. Signs. No sign of any kind may be displayed on any vehicle, building, or common elements, including in the windows or porch area of a dwelling unit without the approval of the condominium Association subject to reasonable rules and regulations.

K. Guests.

1. Family members. Guests, who are immediate family members, may occupy dwelling units of the owner of the dwelling unit upon presentation to the Board of Directors of the Association written permission of the owner.

2. Non-family members. Guests, who are not immediate family members, may occupy a dwelling unit only when accompanied by the dwelling unit owner or shall have been approved by the Board of Directors of the Association one week prior to occupancy.

L. Children. There shall be no rule or regulation restricting occupancy of a unit by children of a member of the condominium Association.

ARTICLE XIII

MAINTENANCE OF COMMUNITY INTERESTS

In order to assure a community of congenial residents and occupants and protect the value of the apartments and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form of ownership under the laws of the State of Florida:

B3325 P0722

A. In the event of an attempted conveyance in contravention of the directions herein contained, the Condominium Association shall have the right to enforce these provisions by legal proceedings, by injunction proceedings, or by any legal means calculated to produce compliance.

B. A unit owner intending to make a bona fide sale or lease of his parcel or any interest therein shall give to the Association a written notice of his intention to sell or to lease, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the unit owner that he believes the proposal to be bona fide in all respects.

C. No sale, lease or conveyance of a condominium unit shall be valid without the approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee.

D. Failure of the Association to act in thirty (30) days shall be deemed to constitute approval in which event the Association must on demand prepare and deliver approval in recordable form.

E. The provisions of this ARTICLE XIII shall not apply to original, but only, successive sales, leases, transfers, subleases or assignments.

F. No unit owner shall sell or lease nor shall approval be given until and unless all assessments past and due are paid or their payment provided for to the satisfaction of the Association and unless the proposed lessee can qualify as to the use restrictions.

G. If a unit owner shall lease his unit, he shall remain liable for the performance of all agreements and covenants in the Condominium documents and shall be liable for the violations by his lessee of any and all use restrictions.

H. Transfers without approval of the Condominium Association shall be allowed for gifts, devise, or inheritance, or any other transfer other than the sale or lease of a unit. However, anyone who acquires any interest in a condominium unit shall acquire the same subject to the Declaration, provisions of the By-Laws of the Condominium Association and the provisions of the Condominium Act, and the ownership of all units shall be registered with the Condominium Association as provided by reasonable rules and regulations.

I. Should any condominium unit at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof (hereinafter called the "Mortgagee"), upon becoming the owner of such interest through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said unit, including the fee ownership thereof, without complying with the provisions of Paragraphs C through F above, provided however, that in all other respects the provisions of this Declaration, the By-Laws of the Association and the provisions of the Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the condominium unit of the share of the common elements and limited common elements or other appurtenances of said unit. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whomsoever, the provisions of Paragraphs C through F above shall again be fully effective with regard to subsequent sales or conveyances of said unit.

B3325 P0723

ARTICLE XIV

DEVELOPERS' UNITS, RIGHTS AND PRIVILEGES

A. The provisions of ARTICLE XIII of this Declaration respecting sale, transfer and lease of condominium parcels shall not be applicable to the Developer who is submitting the Condominium property to the condominium form of ownership. The Developer has and reserves the right to sell, lease or rent condominium units and parcels to any purchaser or lessee approved by it, subject, however, to the use restrictions herein provided. The Developer shall have the right to transact any business necessary to consummate the sale of units including but not limited to the right to maintain models, advertise on the premises and use ownership thereof under the same terms and obligations as other owners of condominium parcels except as elsewhere herein provided. The Developer may sell, lease, mortgage and/or rent parcels owned by it to any person or persons whomsoever and the provisions of Paragraph C through F of ARTICLE XIII shall not be applicable to Developer or to any such sale, mortgage, conveyance or lease by the Developer notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Articles of Incorporation of the Association.

B. So long as the Developer holds any units for sale in the ordinary course of business none of the following actions may be taken by the Condominium Association, either through act of its Board of Directors or its membership, without Developer's approval in writing:

1. Assessment of the Developer as a unit owner for capital improvements; and
2. Any action by the Association that would be detrimental to the sale 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 units for the purpose of this Paragraph.

C. For the purpose of this ARTICLE XIV and the powers, rights and authorities granted to the Developer, the Developer shall be deemed to mean not only Pine Needle Manor, Inc. as defined in this Declaration, but also any of its parent and subsidiary corporations designated by it by instrument in writing to be considered the Developer herein for the purposes set forth herein or any of them and/or any corporate agent of said Developer similarly designated by the Developer to be treated as a Developer for the purposes herein contained or any of them, which agent is involved in the development, promotion, construction and/or sales of this Condominium and its units. The term "Developer" shall also include for all purposes contained in this Declaration and its Exhibits, any successor or alternate developer appointed by the said Pine Needle Manor, Inc. as a successor or alternate Developer by an instrument in writing specifically setting forth that such successor or alternate is to have the rights, duties, obligations and responsibilities, in whole or in part, of the Developer hereunder together with said Pine Needle Manor, Inc., providing that such instrument in writing shall be executed by such successor or alternate developer indicating its consent to be so treated as the "Developer".

D. This Article shall not be amended without the written consent of the Developer and any successor or alternate Developer designated in accordance with the provisions of Paragraph C above.

ARTICLE XV

COMPLIANCE AND DEFAULT

Each dwelling unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a dwelling unit owner to comply with such documents and regulations shall entitle the Association or other dwelling unit owners

to the following relief in addition to the remedies provided by the Condominium Act.

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

B. Costs and Attorney's fees. In any proceedings arising because of an alleged failure of a dwelling unit owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

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

ARTICLE XVI

AMENDMENTS

Except as elsewhere provided otherwise, 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.

B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by a member of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided 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 51% of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association; or
2. Not less than 51% of the votes of the entire membership of the Association; or
3. Until the first election of directors only, by all of the directors, provided the amendment does not increase the number of dwelling units nor alter the boundaries of the common elements.

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

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

ARTICLE XVII

TERMINATION

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

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 will be terminated without agreement.

B. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of dwelling units and all record owners of mortgages on dwelling units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting shall give notice of the proposed termination, and if the approval of the owners of not less than 85% of the common elements, and of the record owners of all mortgages upon the dwelling units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the dwelling units of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

1. Exercise of option. The option shall be exercised by delivering or mailing by registered mail to each of the record owners of the units to be purchased, an agreement to purchase signed by the record owners of dwelling units who will participate in the purchase. Such an agreement shall indicate which dwelling units will be purchased by each participating owner and shall require the purchase of all dwelling units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.
2. Price. The sale price for each dwelling unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the dwelling unit and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
3. Payment. The purchase price shall be paid in cash.
4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

C. 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.

B3325 P0726

C. 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.

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

E. Formation of Property Owner's Association after Termination. In the event that there is a termination of the Condominium pursuant to this section or to the Condominium Act, the owners of the condominium unit agree to form a property owner's association for the purpose of caring for the common areas of the old condominium. The property owner's association shall be a non-profit corporation which is substantially in the form of the Condominium Association and shall have similar powers and authority to the degree which it is permitted by Florida law. The cost of forming such an association shall be borne in proportion to the shares of the owners after termination.

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

ARTICLE XVIII

DESCRIPTION OF SUBSEQUENT PHASES

A. General Description. Sierra Woods, a Condominium, is planned for development in two (2) phases. However, nothing herein shall obligate Developer to dedicate the second phase to condominium.

B. The Land. The land which may become part of the condominium and upon which Phase II is to be built is set forth on the Survey attached hereto as Exhibit A1.

C. Number and General Size of Units. Sierra Woods, a Condominium, Phase II will consist of sixteen (16) units. There will be eight (8) duplex buildings, each duplex building will contain a three bedroom unit and a two (2) bedroom unit. The floor plans of the units shall be the same as for the Units in Phase I. The general size of the units and other information concerning them is set forth on the Survey attached hereto as Exhibit A1.

D. Percentage of Common Elements, Common Surplus and Common Expenses. The undivided share in the land and other common elements, and in the common surplus and common expenses, which will belong to each dwelling unit if and when Phase II is submitted to condominium are as follows:

<u>Dwelling Unit</u>	<u>Undivided Share</u>
Units 1A thru 32A and Units 1B thru 12B	.015%
Units 13B thru 32B	.017

E. Recreational Areas and Facilities. If, and when, Phase II is constructed and submitted to condominium, recreational facilities will be included in the Condominium as shown on the Survey attached hereto as Exhibit A1. These facilities shall include an unheated pool approximately 20' x 40' in size with a depth of three to six feet. Adjacent to the pool will be a one story pool house approximately 12½' x 25' which will contain pool pumps, storage areas, and ladies' and mens' restrooms. Additionally, there will

CONSENT AND JOINDER OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

That FIRST AMERICAN BANK OF PALM BEACH COUNTY, the holder of a mortgage recorded in Official Record Book 3048, Page 944, public records of Palm Beach County, Florida, does hereby consent to and join in the foregoing Declaration of Condominium of Sierra Woods.

Dated this 22 day of February, 1980.

Signed, Sealed and Delivered
in our Presence:

FIRST AMERICAN BANK OF PALM BEACH COUNTY

Henry S. Swell, Jr.
Barbara F. Gustin

By: Charles H. Pope V.P.
Its
Attest: James S. Riley V.P.
Its
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

Before me, the undersigned authority, personally appeared Charles H. Pope and James S. Riley,
as Vice President and Vice President respectively
who acknowledged before me that they executed this Consent and Joinder on behalf of
FIRST AMERICAN BANK OF PALM BEACH COUNTY, in their official capacities for the
uses and purposes herein set forth.

WITNESS my hand and official seal in the State and County aforesaid, this
22 day of February, 1980.

Barbara F. Gustin
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

(SEAL)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 14 1983
BONDED THRU GENERAL INS. UNDERWRITERS

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 14 1983
BONDED THRU GENERAL INS. UNDERWRITERS

B3325 P0729

CONSENT AND JOINDER OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

That FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF WEST PALM BEACH, the holder of mortgages recorded in Official Record Book 3150, Page 941; and Official Record Book 3227, Page 244, all in the public records of Palm Beach County, Florida, does hereby consent to and join in the foregoing Declaration of Condominium of Sierra Woods .

Dated this 22nd day of February, 1980.

Signed, Sealed and Delivered in our presence:

Ceslone H. Metz
Cindi Johnson

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF WEST PALM BEACH

By: Vince A. ElhiLOW
VINCE A. ELHILOW, Sr. Vice President

Attest: Audrey A. Pearson
AUDREY A. PEARSON, Asst. Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

Before me, the undersigned authority, personally appeared VINCE A. ELHILOW and AUDREY A. PEARSON, as Sr. Vice President and Asst. Secretary respectively, who acknowledged before me that they executed this Consent and Joinder on behalf of FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF WEST PALM BEACH, in their official capacities for the uses and purposes herein set forth.

WITNESS my hand and official seal in the State and County aforesaid, this 22 day of February, 1980.

Kandi Kay Holmquist
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

(SEAL)

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires August 8, 1983
Bonded through Cornelius Johnson & Clark.

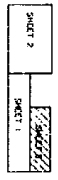
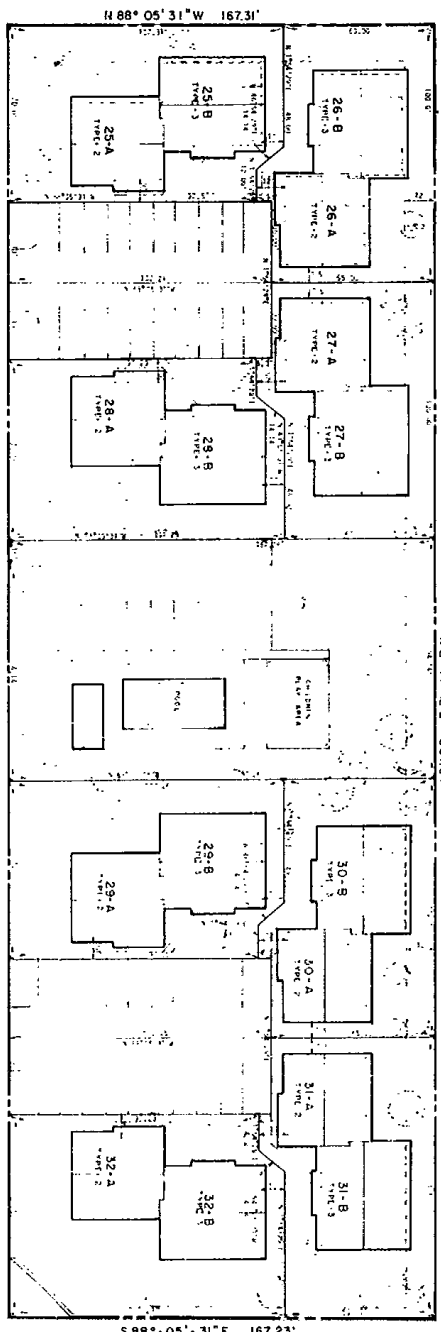
B3325 P0730

SIERRA WOODS, A CONDOMINIUM (PHASE 2)



GENERAL NOTES

1. THIS CONDOMINIUM IS SUBJECT TO THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA.
2. THE CONDOMINIUM IS SUBJECT TO THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA.
3. THE CONDOMINIUM IS SUBJECT TO THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA.
4. THE CONDOMINIUM IS SUBJECT TO THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA.
5. THE CONDOMINIUM IS SUBJECT TO THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA.



IDA WAY

PURDY LANE

EXHIBIT "A-1"
 SURVEYOR'S PLAT, ANNEXED TO AND MADE PART OF
 THE DECLARATION OF CONDOMINIUM OF
SIERRA WOODS, A CONDOMINIUM
 (PHASE 2)

Mention	
Surveying	and Mapping Inc.
SIERRA WOODS CONDOMINIUM	

83325 P0733

BISCAYNE ENGINEERING COMPANY

FOUNDED 1898

Consulting Engineers, Planners, Surveyors

47 NORTHWEST FIRST STREET. MIAMI, FLORIDA

PLEASE REPLY TO.

2889 10th Avenue North
Suite 205
Lake Worth, Florida 33461

TELEPHONE
(305) 968-8333

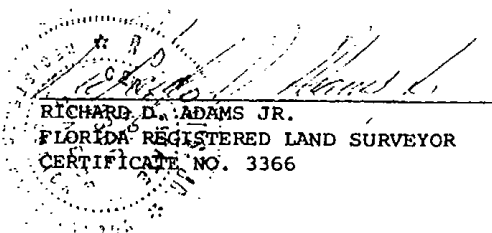
TO THE DECLARATION OF CONDOMINIUM OF
SIERRA WOODS, A CONDOMINIUM
PHASE I

RE: BUILDINGS 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A, 4-B,
5-A, 5-B, 6-A, 6-B, 7-A, 7-B, 8-A, 8-B,
9-A, 9-B, 10-A, 10-B
SIERRA WOODS, A CONDOMINIUM

SURVEYORS CERTIFICATE

THE UNDERSIGNED, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS OF PHASE I, BUILDINGS 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A, 4-B, 5-A, 5-B, 6-A, 6-B, 7-A, 7-B, 8-A, 8-B, 9-A, 9-B, 10-A, 10-B, SIERRA WOODS, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS TOGETHER WITH THE PROVISIONS OF THE AMENDED DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

WE FURTHER CERTIFY THAT ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNIT, AND COMMON ELEMENT FACILITIES SERVING THE BUILDINGS REFERED TO ABOVE IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED HAVE BEEN SUBSTANTIALLY COMPLETED.



RICHARD D. ADAMS JR.
FLORIDA REGISTERED LAND SURVEYOR
CERTIFICATE NO. 3366

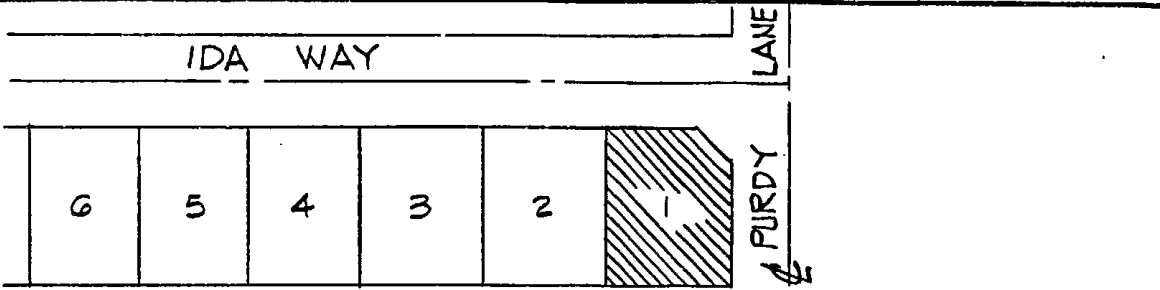
DATE

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Miami

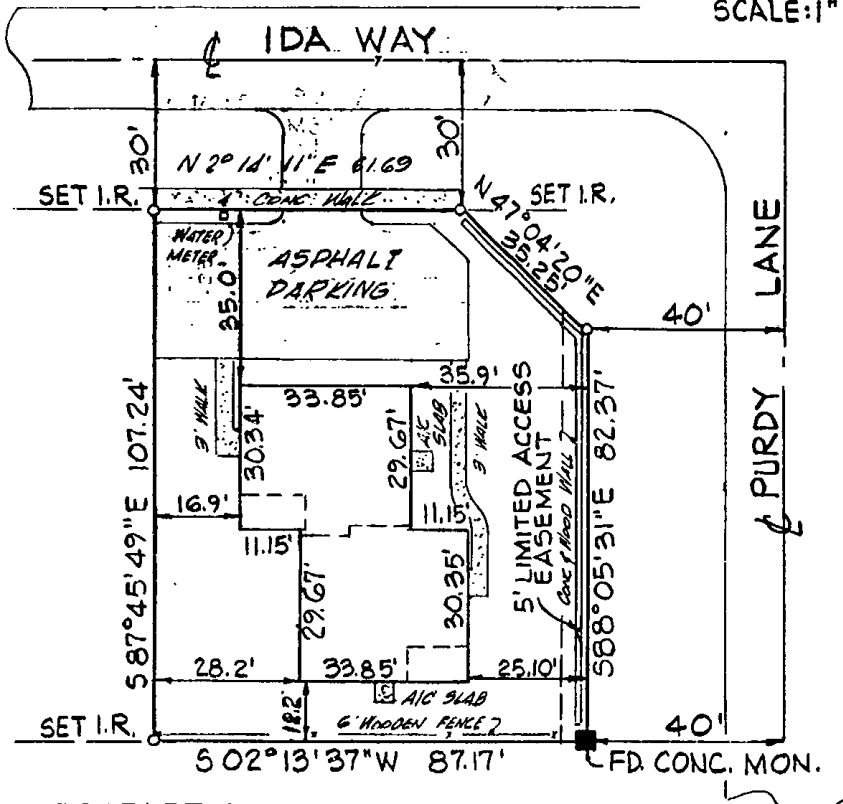
Fort Lauderdale

Cocoa



VICINITY SKETCH: 1"=100'

SCALE: 1" = 30'



LEGAL DESCRIPTION

LOT 1, OF PINE NEEDLE MANOR, BEING IN PART OF SECTION 13, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO A PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

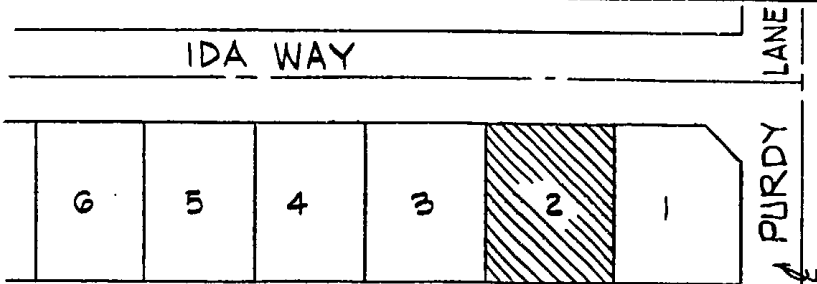
WE HEREBY CERTIFY: THAT THE ATTACHED "SKETCH OF SURVEY" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND PLATTED UNDER OUR DIRECTION; ALSO THAT THERE ARE NO VISIBLE ENCROACHMENTS UNLESS SHOWN THEREON. EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY. LOCATION AND IDENTIFICATION OF UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED. OWNERSHIP IS SUBJECT TO OPINION OF TITLE.

NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

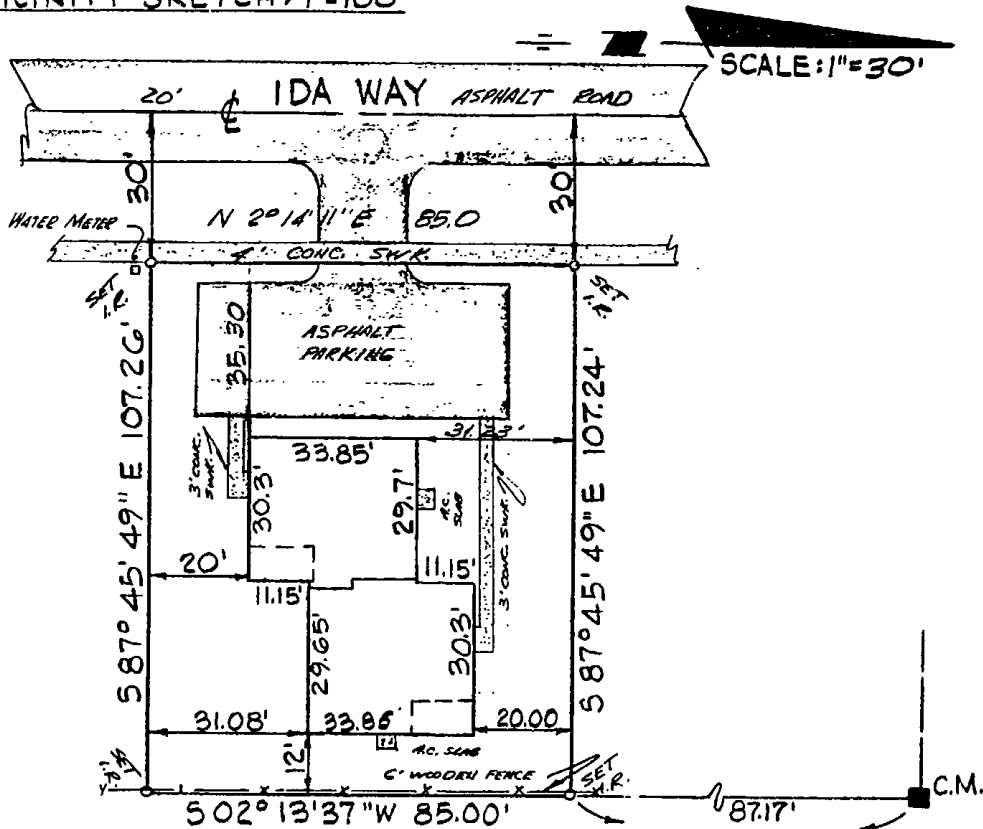
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ORDER N ^o FOUNDATION SURVEY	BY <i>R. D. Adams, Jr.</i>	LOT 1
FIELD BOOK N ^o 129 / 28, 92	RICHARD D. ADAMS, JR. FINAL SURVEY 6-13-80	
DATE: 11-5-79	REGISTERED SURVEYOR N ^o 3346	STATE OF FLORIDA
FOR: TED SATTER ENTERPRISES INC.	REGISTERED ENGINEER N ^o 2410	STATE OF FLORIDA

BISCAYNE ENGINEERING CO.
 2889 10TH. AVE. NORTH LAKE WORTH, FL.
 Telephone (305) 968-8333



VICINITY SKETCH: 1"=100'



LEGAL DESCRIPTION

LOT 2, OF PINE NEEDLE MANOR, BEING IN PART OF SECTION 13, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO A PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

WE HEREBY CERTIFY: THAT THE ATTACHED "SKETCH OF SURVEY" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND PLATTED UNDER OUR DIRECTION; ALSO THAT THERE ARE NO VISIBLE ENCROACHMENTS UNLESS SHOWN THEREON. EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY. LOCATION AND IDENTIFICATION OF UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED. OWNERSHIP IS SUBJECT TO OPINION OF TITLE.

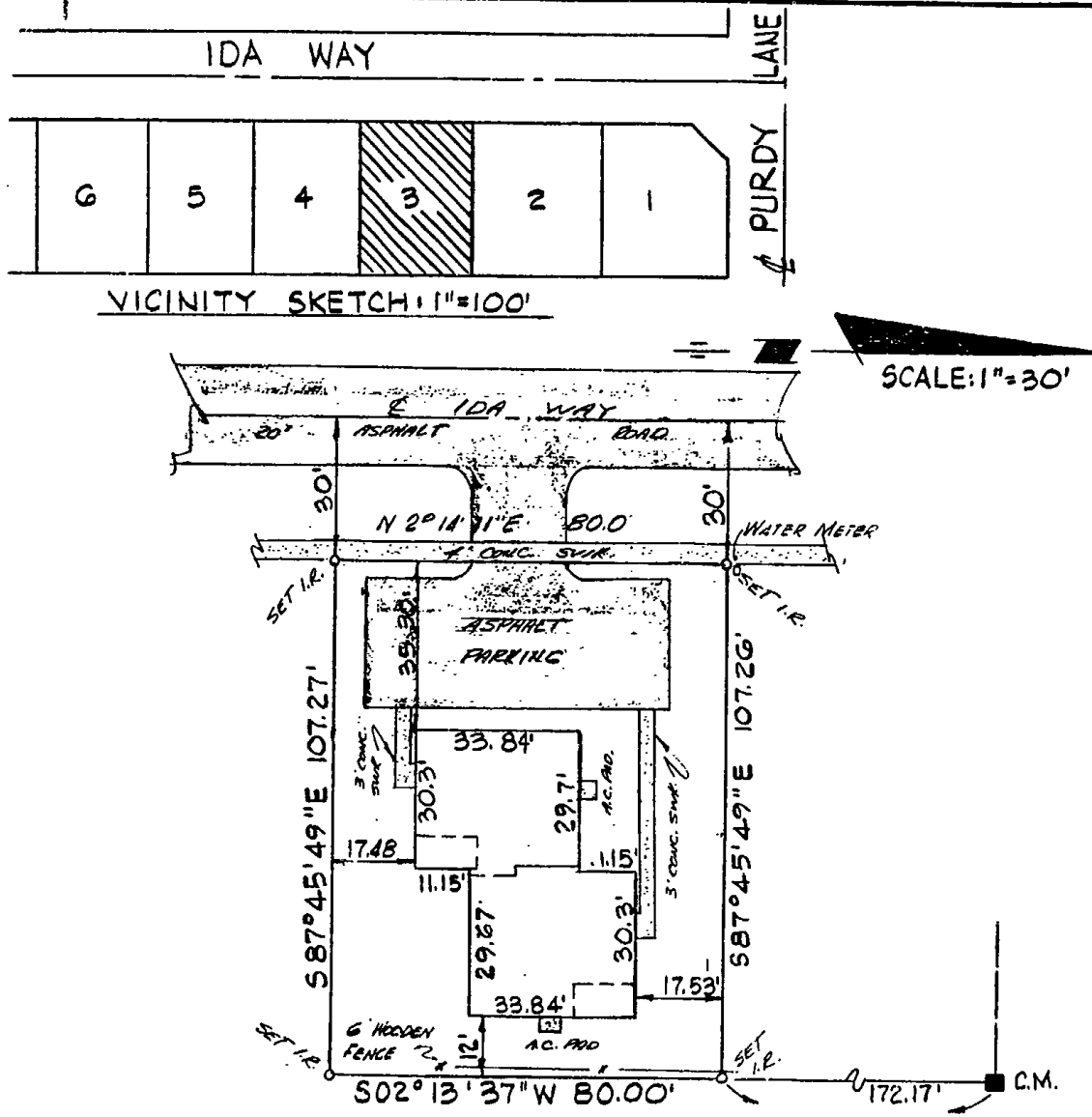
NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

B3325 P0736

ORDER N ^o : FOUNDATION SURVEY	BY <i>R.D. Adams Jr.</i>	LOT 2
FIELD BOOK N ^o : 129/27, 33	RICHARD D. ADAMS JR. FINAL SURVEY 6-13-80	
DATE: 11-6-79	REGISTERED SURVEYOR N ^o : 3366	STATE OF FLORIDA
FOR: TED SATTER ENTERPRISES INC.	REGISTERED ENGINEER N ^o :	STATE OF FLORIDA

BISCAYNE ENGINEERING CO.

2889 10TH. AVE. NORTH, LAKE WORTH, FL.
Telephone (305) 968-8333



SCALE: 1"=30'

LEGAL DESCRIPTION

LOT 3, OF PINE NEEDLE MANOR, BEING IN PART OF SECTION 13, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO A PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

WE HEREBY CERTIFY: THAT THE ATTACHED "SKETCH OF SURVEY" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND PLATTED UNDER OUR DIRECTION; ALSO THAT THERE ARE NO VISIBLE ENCROACHMENTS UNLESS SHOWN THEREON. EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY. LOCATION AND IDENTIFICATION OF UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED. OWNERSHIP IS SUBJECT TO OPINION OF TITLE.

NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

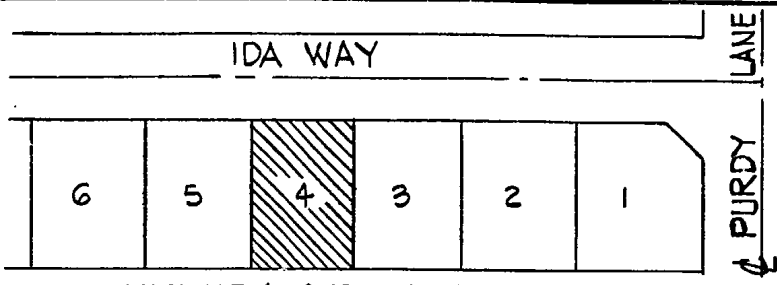
B3325 P0737

ORDER N ^o : FOUNDATION SURVEY	BY <i>R.D. Adams, Jr.</i>	LOT 3
FIELD BOOK N ^o : 129/26, 34	RICHARD D. ADAMS, JR. FINAL SURVEY 11-6-79	
DATE: 11-6-79	REGISTERED SURVEYOR N ^o : 2366	STATE OF FLORIDA
FOR: TED SATTER ENTERPRISES INC.	REGISTERED ENGINEER N ^o : 20186	STATE OF FLORIDA

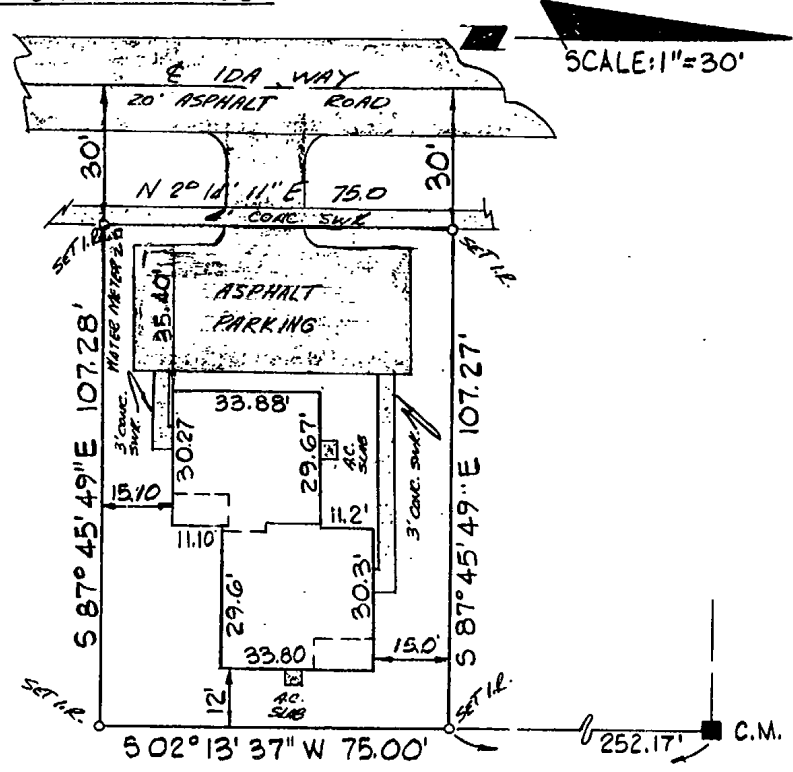
BISCAYNE ENGINEERING CO.

2889 10TH. AVE. NORTH, LAKE WORTH, FL.
Telephone (305) 968-8333

DRAFT PAGE 28C



VICINITY SKETCH: 1"=100'



SCALE: 1"=30'

LEGAL DESCRIPTION

LOT 4, OF PINE NEEDLE MANOR, BEING IN PART OF SECTION 13, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO A PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

WE HEREBY CERTIFY: THAT THE ATTACHED " SKETCH OF SURVEY " OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND PLATTED UNDER OUR DIRECTION; ALSO THAT THERE ARE NO VISIBLE ENCROACHMENTS UNLESS SHOWN THEREON. EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY. LOCATION AND IDENTIFICATION OF UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED. OWNERSHIP IS SUBJECT TO OPINION OF TITLE.

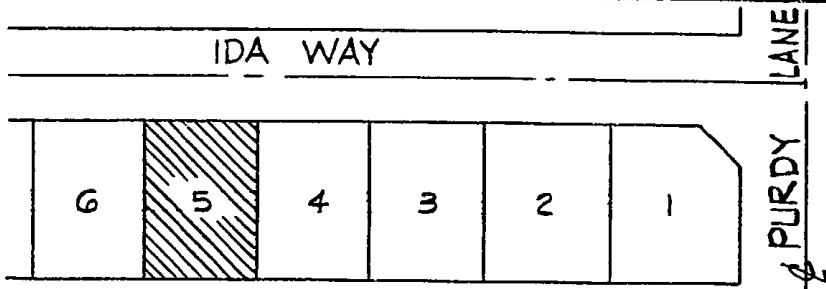
NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

B3325 P0738

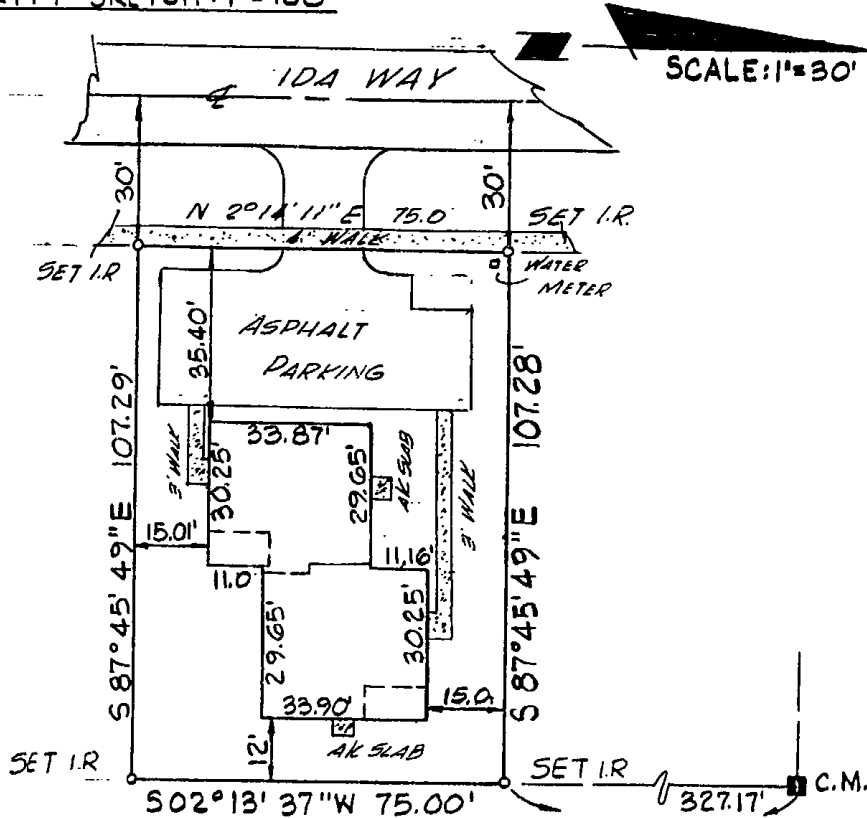
ORDER N# FOUNDATION SURVEY	BY <i>R.D. Aldridge, Jr.</i>	
FIELD BOOK N# 129/25, 35	RICHARD D. ALDRIDGE, JR.	
DATE: 11-6-79	FINAL SURVEY NO. 643480	LOT 4
FOR: TED SATTER ENTERPRISES INC.	REGISTERED SURVEYOR N.R. 3366	STATE OF FLORIDA
	REGISTERED ENGINEER N.R. 3366	STATE OF FLORIDA

BISCAYNE ENGINEERING CO.
 2889 10TH. AVE. NORTH, LAKE WORTH, FL.
 Telephone (305) 968-8333

5 DRAFT PAGE 28



VICINITY SKETCH: 1"=100'



LEGAL DESCRIPTION

LOT 5, OF PINE NEEDLE MANOR, BEING IN PART OF SECTION 13, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO A PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

WE HEREBY CERTIFY: THAT THE ATTACHED "SKETCH OF SURVEY" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND PLATTED UNDER OUR DIRECTION; ALSO THAT THERE ARE NO VISIBLE ENCROACHMENTS UNLESS SHOWN THEREON. EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY. LOCATION AND IDENTIFICATION OF UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED. OWNERSHIP IS SUBJECT TO OPINION OF TITLE.

NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

B3325 P0739

ORDER N^o FOUNDATION SURVEY

FIELD BOOK N^o 129/2A, 36

DATE: 11-6-79

FOR: TED SATTER ENTERPRISES INC.

BY: *R.D. Adams Jr.*
 RICHARD D. ADAMS JR.
 FINAL SURVEY 6.12.80

LOT 5

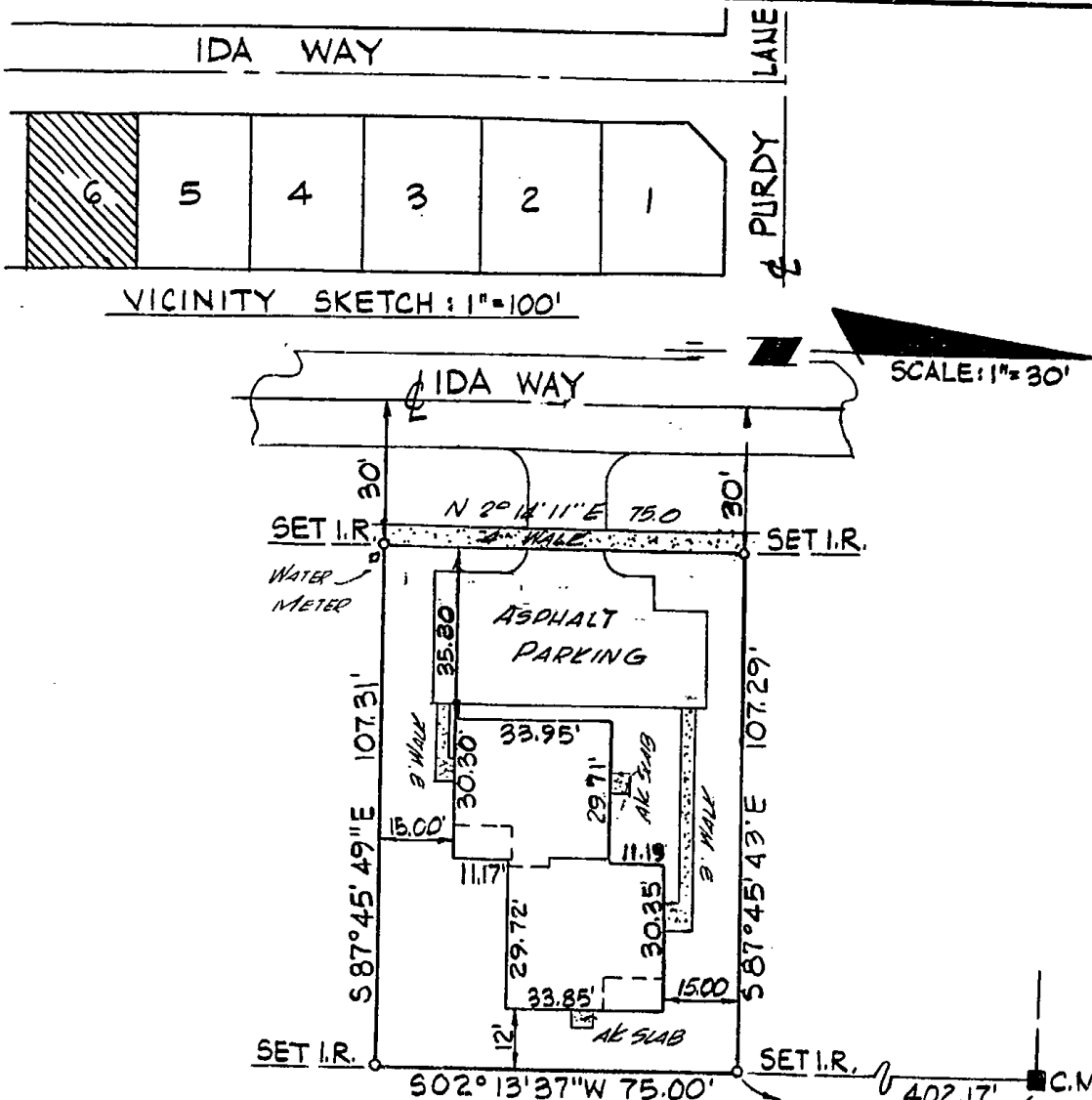
REGISTERED SURVEYOR N^o 3366 STATE OF FLORIDA

REGISTERED ENGINEER N^o 1135 STATE OF FLORIDA

BISCAYNE ENGINEERING CO.

2889 10TH. AVE. NORTH, LAKE WORTH, FL.

Telephone (305) 968-8333



LEGAL DESCRIPTION

LOT 6, OF PINE NEEDLE MANOR, BEING IN PART OF SECTION 13, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO A PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

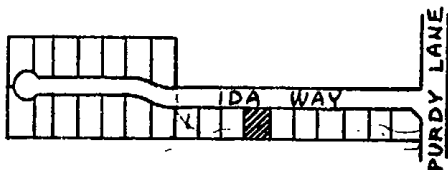
WE HEREBY CERTIFY: THAT THE ATTACHED "SKETCH OF SURVEY" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND PLATTED UNDER OUR DIRECTION; ALSO THAT THERE ARE NO VISIBLE ENCROACHMENTS UNLESS SHOWN THEREON. EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY. LOCATION AND IDENTIFICATION OF UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED. OWNERSHIP IS SUBJECT TO OPINION OF TITLE.

NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

B3325 P0740

ORDER N ^o : FOUNDATION SURVEY	BY: <i>E.D. Adams Jr.</i>	LOT 6
FIELD BOOK N ^o : 129/23, 37	RICHARD D. ADAMS JR. FINAL SURVEY, G.B. 80	
DATE: 11-6-79	REGISTERED SURVEYOR N ^o : 3366	STATE OF FLORIDA
FOR: TED SATTER ENTERPRISES INC.	REGISTERED ENGINEER N ^o : 108	STATE OF FLORIDA

BISCAYNE ENGINEERING CO.
 2889 10TH. AVE. NORTH, LAKE WORTH, FL.
 Telephone (305) 968-8333



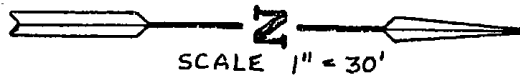
LOCATION SKETCH
N.T.S.

LEGAL DESCRIPTION

ALL OF LOT 7, PLAT OF PINE NEEDLE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA. PREPARED FOR: **TED SATTER ENTERPRISES INC.**

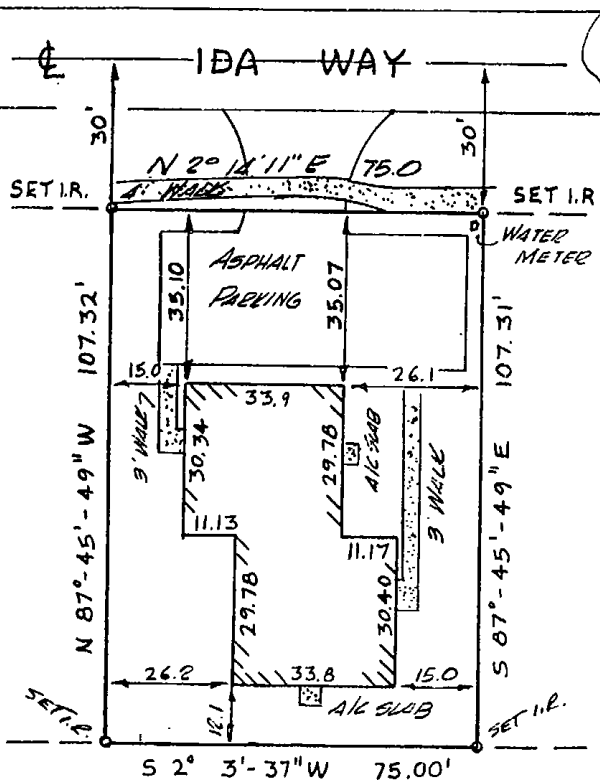
SURVEY NOTES:

1. "P.C.P." INDICATES NAIL IN SURVEY CAP.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO N.O.S. DATUM.



LOT 8

LOT 6



CERTIFICATE:

WE HEREBY CERTIFY THAT THE ATTACHED SKETCH OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS SURVEYED UNDER OUR DIRECTION IN DEC. 1979. WE FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM REQUIREMENTS ADOPTED BY THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

NOTE: REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

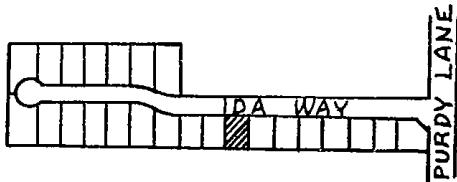
BY: *Richard D. Young Jr.*
RICHARD D. YOUNG JR.
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 3366

FINAL SURVEY 6.13.80

BISCAYNE ENGINEERING COMPANY
FOUNDED 1898
CONSULTING ENGINEERS PLANNERS SURVEYORS
LAKE WORTH/MIAMI, FLORIDA
(305) 968-8333

SKETCH OF SURVEY	1-18-79
F.B. 129 PG. 29	
FOUNDATION SURVEY	1-28-80
F.B. 129 PG. 30	

B3325 P0741



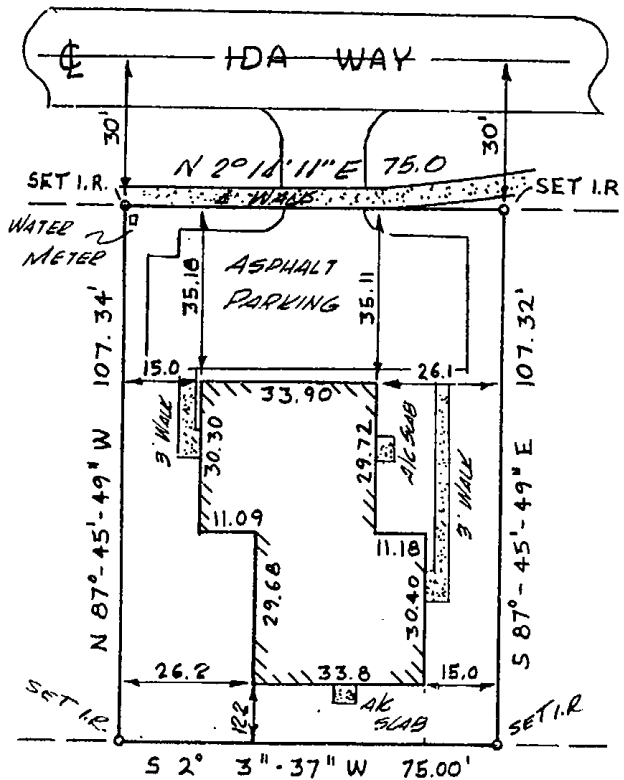
LOCATION SKETCH
N.T.S.

LEGAL DESCRIPTION

ALL OF LOT 8, PLAT OF PINE NEEDLE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA. PREPARED FOR: TED SATTER ENTERPRISES INC.

SURVEY NOTES:

1. "P.C.P." INDICATES NAIL IN SURVEY CAP.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO N.O.S. DATUM.



LOT 9

LOT 7

CERTIFICATE:

WE HEREBY CERTIFY THAT THE ATTACHED SKETCH OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS SURVEYED UNDER OUR DIRECTION IN DEC. 1979. WE FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM REQUIREMENTS ADOPTED BY THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

NOTE: REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

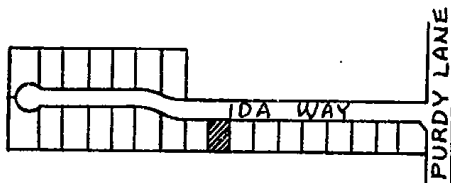
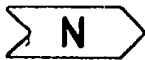
FINAL SURVEY 6.13.80

BY: *Richard G. Adams Jr.*
RICHARD G. ADAMS, JR.
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 3366

BISCAYNE ENGINEERING COMPANY
FOUNDED 1898
CONSULTING ENGINEERS PLANNERS SURVEYORS
LAKE WORTH/MIAMI, FLORIDA
(305) 968-8333

SKETCH OF SURVEY	12-16-79		
F.B. 129 PG. 29			
FOUNDATION SURVEY	1-28-80		
F.B. 129 PG. 30			

B3325 P0747



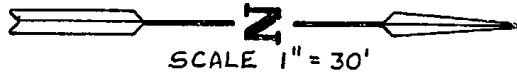
LOCATION SKETCH
N.T.S.

LEGAL DESCRIPTION

ALL OF LOT 9, PLAT OF PINE NEEDLE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA. PREPARED FOR: **TED SATTER ENTERPRISES INC.**

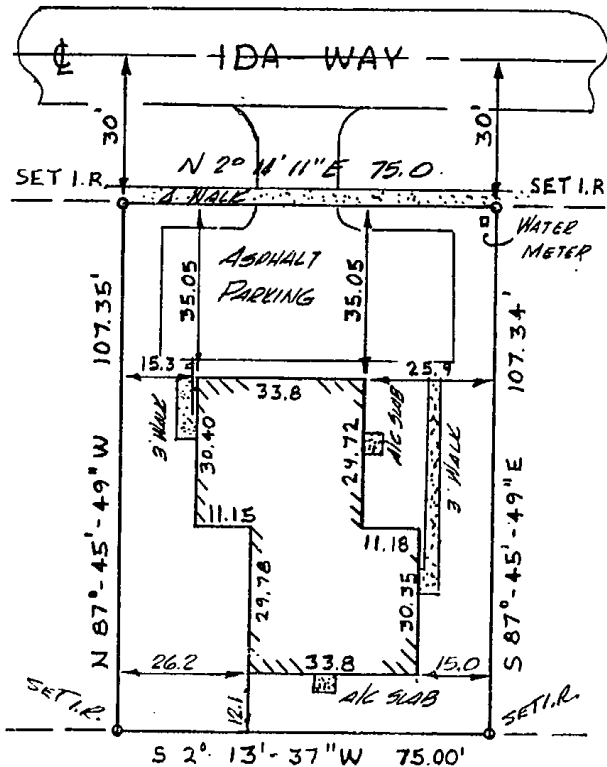
SURVEY NOTES:

1. "P.C.P." INDICATES NAIL IN SURVEY CAP.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO N.O.S. DATUM.



SCALE 1" = 30'

LOT 10



LOT 8

CERTIFICATE:

WE HEREBY CERTIFY THAT THE ATTACHED SKETCH OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS SURVEYED UNDER OUR DIRECTION IN DEC. 1979. WE FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM REQUIREMENTS ADOPTED BY THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

NOTE: REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

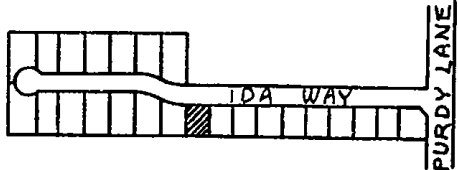
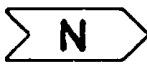
FINAL SURVEY 6.13.80

BY: *Richard P. Adams Jr.*
RICHARD P. ADAMS JR.
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 3366

BISCAYNE ENGINEERING COMPANY
FOUNDED 1898
CONSULTING ENGINEERS PLANNERS, SURVEYORS
LAKE WORTH/MIAMI, FLORIDA
(305) 968-8333

SKETCH OF SURVEY	DIR-8-79
F.B. 129 PG. 29	
FOUNDATION SURVEY	1-28-80
F.B. 129 PG. 30	

B3325 P0743



LOCATION SKETCH
N.T.S.

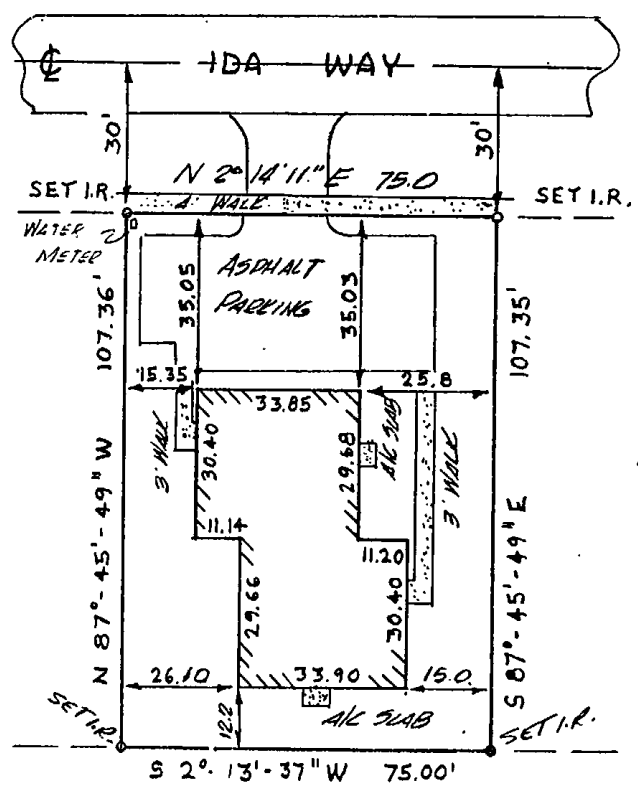
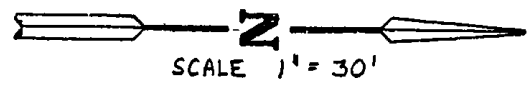
LEGAL DESCRIPTION

ALL OF LOT 10, PLAT OF PINE NEEDLE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA.

PREPARED FOR: **TED SATTER ENTERPRISES INC.**

SURVEY NOTES:

1. "P.C.P." INDICATES NAIL IN SURVEY CAP.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO N.O.S. DATUM.



LOT 11

LOT 9

CERTIFICATE:

WE HEREBY CERTIFY THAT THE ATTACHED SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS SURVEYED UNDER OUR DIRECTION IN DEC. 1979. WE FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM REQUIREMENTS ADOPTED BY THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

NOTE: REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

BY: *Richard D. Adams, Jr.*
RICHARD D. ADAMS, JR.
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 3366

FINAL SURVEY 6.13.80

BISCAYNE ENGINEERING COMPANY FOUNDED 1888 CONSULTING ENGINEERS PLANNERS, SURVEYORS LAKE WORTH/MIAMI, FLORIDA (305) 968-8333	SKETCH OF SURVEY	6.30	12-6-79		
	F.B. 129 PG. 29				
	FOUNDATION SURVEY				1-28-80
	F.B. 129 PG. 31				

B93325 P0744

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SIERRA WOODS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on November 14, 1979, as shown by the records of this office.

The charter number for this corporation is 749779.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
14th day of November, 1979



CER 101 Rev. 5-79

George Firestone
Secretary of State

B3325 P0745

ARTICLES OF INCORPORATION

OF

SIERRA WOODS CONDOMINIUM
ASSOCIATION, INC.

(a condominium association)

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

ARTICLE I

NAME

The name of the corporation shall be SIERRA WOODS CONDOMINIUM ASSOCIATION, INC., (a condominium association). For convenience, the corporation shall be referred to in this instrument as the Association. The registered office of the corporation shall be 2328 South Congress Avenue, Suite 2C, West Palm Beach, Florida 33401.

ARTICLE II

PURPOSE

A. The Purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, for the operation of a condominium known as SIERRA WOODS CONDOMINIUM, which condominium is located in Palm Beach County, Florida.

B. The Association shall make no distributions of income to its members, directors, or officers.

ARTICLE III

POWERS

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

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

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

1. To make and collect assessments against dwelling unit owners to defray the costs, expenses and losses of the condominium.

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

B3325 P0746

3. To maintain, repair, replace and operate the property of the condominium.

4. To purchase insurance upon the property of the condominium and insurance for the protection of the Association and its members as dwelling unit owners.

5. To reconstruct the improvements after casualty and to further improve the property.

6. To make and amend reasonable regulations regarding the use of the property of the condominium; provided, however, that all such 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 such shall become effective.

7. To approve or disapprove the transfer, mortgage and ownership of dwelling units as may be provided in the Declaration of Condominium and the By-Laws.

8. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property of the condominium.

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

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

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

C. The Association shall not have the power to purchase a dwelling 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 the unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

D. 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 By-Laws.

E. 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 By-Laws.

ARTICLE IV

MEMBERS

A. The members of the Association shall consist of all of the record owners of dwelling units in the condominium; and after termination of the condominium, shall consist of those who are members at the time of such termination and their successors and assigns.

B3325 P0747

B. After receiving the approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a dwelling unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his dwelling unit.

D. The owner of each dwelling unit shall be entitled to at least one vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V

DIRECTORS

A. The affairs of the Association will be managed by a board consisting of the number of directors as determined by the By-Laws, but not less than three (3) directors, and in the absence of such determination shall consist of five (5) directors. Directors need not be members of the Association.

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

C. The first election of directors shall not be held until after the Developer has closed the sales of all of the apartments in the condominium, or until the Developer elects to terminate its control of the condominium, or until three (3) years from the date of the recording of the Declaration of Condominium in the Public Records of Palm Beach County, Florida, whichever shall first occur. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

D. 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:

- ROBERT A. SATTER - 2326 S. Congress Ave., Suite 2E, West Palm Beach, FL 33406
- DONNA ROCHE - 2326 S. Congress Ave., Suite 2E, West Palm Beach, FL 33406
- GEORGE A. RAY - 2326 S. Congress Ave., Suite 2E, West Palm Beach, FL 33406

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. 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:

B3325 P0748

President	ROBERT A. SATTER	2326 S. Congress Ave. , Suite 2E, West Palm Beach, FL 33406
Vice-President	DONNA ROCHE	2326 S. Congress Ave. , Suite 2E, West Palm Beach, FL 33406
Secretary/Treasurer	GEORGE A. RAY	2326 S. Congress Ave. , Suite 2E, West Palm Beach, FL 33406

ARTICLE VII

INDEMNIFICATION

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

ARTICLE VIII

BY-LAWS

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

ARTICLE IX

AMENDMENTS

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

- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- B. A resolution for the adoption of a proposed amendment may be either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,
 - 1. such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or
 - 2. by not less than 80% of the votes of the entire membership of the Association.

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C. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section C of ARTICLE III without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

D. A copy of each amendment shall be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

SUBSCRIBERS

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

ROBERT A. SATTER - 2326 S. Congress Ave., Suite 2E, West Palm Beach, FL 33406

DONNA ROCHE - 2326 S. Congress Ave., Suite 2E, West Palm Beach, FL 33406

GEORGE A. RAY - 2326 S. Congress Ave., Suite 2E, West Palm Beach, FL 33406

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 22nd day of October, 1979.

Witnesses:

<u>/s/ Deanna K. Bates</u>	<u>/s/ Robert A. Satter</u> (SEAL) ROBERT A. SATTER
<u>/s/ R. Monique Sutton</u>	<u>/s/ Donna Roche</u> (SEAL) DONNA ROCHE
	<u>/s/ George A. Ray</u> (SEAL) GEORGE A. RAY

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared ROBERT A. SATTER, DONNA ROCHE, and GEORGE A. RAY, who after being duly sworn, acknowledge before me that they executed the foregoing Articles of Incorporation freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal this 31st day of October, 1979.

(SEAL) /s/ Deanna K. Bates
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires:

B3325 P0750

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT SIERRA WOODS CONDOMINIUM ASSOCIATION, INC.
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA,
WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF West Palm Beach
(CITY)

STATE OF Florida, HAS NAMED Robert A. Satter
(STATE) (NAME OF REGISTERED AGENT)

LOCATED AT 2328 South Congress Avenue, Suite 2C
(STREET ADDRESS AND NUMBER OF BUILDING,
POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF West Palm Beach, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT
(CITY)

SERVICE OF PROCESS WITHIN FLORIDA.

FILED
NOV 14 10 46 AM '79
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SIGNATURE [Signature]
(CORPORATE OFFICER)

TITLE PRESIDENT

DATE 10-22-79

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE [Signature]
(REGISTERED AGENT)

DATE 10-22-79

CORP. 25
1/1/76

B3325 P0751

State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of SIERRA WOODS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, filed on February 5, 1980, as shown by the records of this office.

The charter number of this corporation is 749779.



CER 101 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
6th day of February, 1980

George Firestone
Secretary of State

B3325 P0752

CERTIFICATE OF AMENDMENT

FILED

FEB 3 2 04 PM '80

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TO

ARTICLES OF INCORPORATION

OF

SIERRA WOODS CONDOMINIUM ASSOCIATION, INC.

SIERRA WOODS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, under its corporate seal and the hands of its President, ROBERT A. SATTER, and its Secretary, GEORGE A. RAY, hereby certifies that a special meeting of the directors and members was held on January 18, 1980, and the Board of Directors proposed that Article V, Section C, be amended to read as follows:

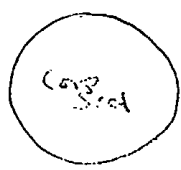
The first election of directors shall not be held until unit owners, other than the Developer, own fifteen percent (15%) or more of the units that will be operated ultimately by the Association. At that time, the unit owners, other than the Developer, shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; when all of the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. Within sixty (60) days after unit owners, other than the Developer, are entitled to elect a member or members of the Board 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. Such meeting may be called and the notice given by any unit owner if the Association fails to do so. The Developer shall be entitled to elect at least one member of the Board of Directors of the Association so long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the condominium operated by the Association.

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At said special meeting of the directors and members the above amendment to the Certificate of the Articles of Incorporation of Sierra Woods Condominium Association, Inc. was duly adopted by the unanimous vote of the directors and members.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed in its name by its President and its corporate seal to be affixed hereto, affixed and attested by its Secretary, this 18th day of January, 1980.

SIERRA WOODS CONDOMINIUM ASSOCIATION, INC.



By: [Signature]
Robert A. Satter, President

Attest: [Signature]
George A. Ray, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned officer, personally appeared ROBERT A. SATTER and GEORGE A. RAY, as President and Secretary, respectively, of SIERRA WOODS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and they acknowledged before me that they executed the above and foregoing Certificate of Amendment to Articles of Incorporation as such officers and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at West Palm Beach, in the County and State aforesaid, this the 18th day of January, A.D., 1980.

NOTARY PUBLIC

(SEAL)

My commission expires: Notary Public, State of Florida at Large
My Commission Expires December 30, 1982
Department of Banking Agency

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

B3325 P0754

BY-LAWS
OF
SIERRA WOODS CONDOMINIUM
ASSOCIATION, INC.
A corporation not for profit
under the laws of the State of Florida

ARTICLE I

IDENTITY

These are the By-Laws of SIERRA WOODS CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, organized pursuant to the provision of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act".

A. The office of the Association shall be at 2328 South Congress Avenue, Suite 2C, West Palm Beach, Florida 33401.

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 the office of the Association at 7:30 P.M. on the third Thursday of October of each year, for the purpose of electing directors, as provided in the Articles of Incorporation, 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 (51%) percent of the votes of the entire membership, provided, however, the Developer has elected to terminate its control of the Association, or the Developer's control of the Association has been terminated as provided in the Articles of Incorporation, whichever occurs first, no special members' meeting shall be called or convened, except with the consent and approval of the Developer.

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 this address as it appears on the books of the Association and shall be mailed 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 meetings shall be posted conspicuously on the condominium property not later than fourteen (14) days in advance of such meeting for the members' attention.

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

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. The Developer shall be considered a member and shall be entitled to one vote for each proposed or existing condominium unit owned as long as said unit or units shall be owned by him.

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 than one person, 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 of the Association. If a condominium unit is owned by a corporation, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in 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, 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 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, the members who are present, either in person or by proxy, may 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 disposing 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.

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 of

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the Association.

K. Proviso. Provided, however, that until the Developer elects to terminate its control of the condominium, or until the Developer has turned control over to the Association pursuant to the Articles of Incorporation, 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.

L. 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.

ARTICLE III

DIRECTORS

A. Membership. All members of the Board of Directors elected 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. Any member of the Board of Directors appointed by the Developer need not be a member of the Association. The affairs of the Association shall be managed by a Board consisting originally of three (3) directors.

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

1. Election of Directors shall be held at the annual members' meeting, subject to the provision of sub-paragraph B. 6, and sub-paragraph I, of Article II hereof.

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.

4. 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.

5. Subject to the provisions of F.S. 718.301, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by 10 percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. 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 control of the Association is turned over pursuant to the Articles of Incorporation, 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.

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

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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. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. Provided that the Board shall meet at least three (3) times each year.

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) days notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

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 two-thirds of the entire Board of Directors. The acts approved by two-thirds 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 By-Laws.

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

K. The order of business at Directors' meetings shall be:

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.

L. 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.

M. Minutes. 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.

N. Open meetings. Except in emergency situations, meetings of the Board of Directors shall be open to all members and notice of meetings shall be posted conspicuously on the condominium property at least three (3) days in advance for the attention of the members.

O. Vacancies. A vacancy in any directorship shall be filled by the person or body having the right to originally elect or appoint such Director.

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ARTICLE IV
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 By-Laws 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. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to-wit:

A. To enter into contracts for the purpose of making available to the owners of condominium units and the residents of the condominium apartment buildings such services as, but not limited to, door man and automobile parking; maid service; security alarm system and the like; provided, however, that the terms or period of such contracts shall not exceed three (3) years; and provided, further, that said contracts may provide for additional extensions of the original terms in the absence of written notice of termination by either party. No such contract shall impose any involuntary monetary obligation or assessment upon any resident of a condominium building or upon the Association, but shall serve only to make available such services at the election and option of the user.

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

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 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 evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

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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.

FISCAL MANAGEMENT

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

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 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 meeting indicating the time and place of such meeting.

(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 and fifteen (115%) percent of such assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent 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

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Board of Directors or any member thereof. The notice of said 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 elected by any condominium shall require the affirmative vote of not less than seventy-five (75%) percent 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 (75%) percent 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 and fifteen (115%) percent of the prior year's assessment, as hereinafter defined, without the approval of a majority of the unit owners.

(d) 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 a writing, such budget shall not thereafter be re-examined 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 and Fifteen (115%) percent of Assessments for the Preceding Year. In determining whether a budget requires assessments against unit owners in any year exceeding one hundred and fifteen (115%) percent 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 By-Laws so provide or allow the establishment of reserves, or assessments for betterments to be imposed by the Board of Directors.

(i) 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 paragraph 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 basis in advance. If an annual assessment is not made as required, an assessment shall be presumed to have

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been made in the amount of the last prior assessment, and quarterly 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 installments as there are full months of the calendar year left as of the date of such amended assessment, each such quarterly installment to be paid in advance, commencing the first day of the next ensuing quarter. Provided, nothing herein shall serve or prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

D. 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.

E. 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.

F. 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.

G. Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished each member of the Association 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 VII

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 By-Laws.

ARTICLE VIII

AMENDMENTS

A. A resolution of the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. 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 (10%) percent 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:

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1. Not less than sixty-six and two-thirds (66 2/3%) percent of the entire membership of the Board of Directors and not by less than fifty-one (51%) percent of the votes of the members of the condominium; or

2. Not less than seventy-five (75%) percent of the votes of the entire membership of the condominium administered by the Association. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the By-Laws shall be approved as set forth in sub-paragraph 1. or 4.; and

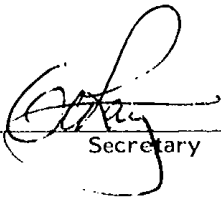
3. In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the By-Laws shall be approved as set forth in paragraph 1 or 4; and

4. Until the first election of Directors, by unit owners other than the Developer, and so long as the Developer shall have the right to fill vacancies existing in the original Board of Directors, proposal of an amendment and approval thereof shall require only the affirmative action of all of the Directors, and no meeting of the condominium unit owners nor any approval thereof need be had.

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 condominium units in SIERRA WOODS CONDOMINIUM ASSOCIATION, INC.

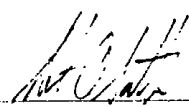
C. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy are duly recorded as an amendment to each Declaration of Condominium of each condominium whose unit owners constitute the membership of the Association, in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the By-Laws of SIERRA WOODS 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 February, 1980.



Secretary

Approved:



President

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

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