

4450

DECLARATION

OF

RESTRICTIONS, RESERVATIONS, COVENANTS, CONDITIONS AND  
EASEMENTS  
OF

HOVIANNA II APTS..  
A CONDOMINIUM

This Instrument Was Prepared by:  
RC Sargins  
NAME  
709 Lucerne Ave.  
ADDRESS  
Lake Worth Fla.  
CITY AND STATE

Affecting the land and all improvements thereon known as 520 South  
"C" Street, Lake Worth, Florida, lying and being in the County of  
Palm Beach and State of Florida, and described as:

Lots 8 to 11 inclusive and the South 12 1/2 feet of  
Lot 12 in Block 185, in the Townsite of Lucerne,  
according to the Palm Beach Farms Company's Plat No.  
2, recorded in Plat Book 2, pages 29 to 40 inclusive,  
in the Office of the Clerk of the Circuit Court, in  
and for Palm Beach County, Florida. (The Townsite of  
Lucerne is now known as Lake Worth.)

hereinafter referred to as the "Property".

RECITALS, INTENT AND PURPOSE

(A) NEW TREND, INC., a Florida corporation, hereinafter  
referred to as the "Investor" as owner in fee simple of the property,  
has caused to be erected thereon a multi-family dwelling containing  
among other things, Twelve (12) units, and other appurtenances and  
facilities, all as hereinafter described in greater detail; and

(B) By this Declaration, it is intended to subdivide the  
Property into Twelve (12) separate parcels of real property which,  
in accordance with the provisions herein contained, shall neverthe-  
less be subjected to the benefits and burdens of a condominium; and

(C) A condominium is a method of ownership which, when  
applied to a multi-family dwelling, provides for a separate title  
to each condominium parcel, which title shall consist of a unit and  
an undivided interest in and to all of the Property that remains  
other than units; and

(D) Notwithstanding such separation of title, however, the  
owners of (or residents in) such units must and will live in a greater  
degree of intimacy than either residents in detached residential  
dwellings (one-family houses) or multi-family rental buildings,

1971 PAGE 302

72 JAN 18 AM 9:09

and the commonly owned property, including, without intending to limit the same to such elements thereof as the courtyard, and related facilities must be used and controlled in a manner consistent both with the needs and desires of the residents and the community in which the Property is located; and

(E) It is desirable, therefore, that this Declaration provide the basic requirements for such needs and provide for proper use of the Property, and that within these basic requirements, the Association hereinafter referred to, and its Board of Directors, shall have the right and duty to effect the purposes of the Condominium;

NOW THEREFORE,

**DECLARATION:** Investor hereby declared on behalf of themselves, their heirs, executors, administrators, and assigns, to their grantees and their respective heirs, executors, administrators, or assigns, as well as to any and all persons having, acquiring, or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property as follows:

The Property, from and after the date of the recording of this Declaration in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, shall be and continue subject to each and all of the terms hereof until this Declaration is terminated in accordance with provisions herein elsewhere contained.

I -- Definitions:

As used herein or elsewhere in the Condominium Documents, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as in this Articles provided.

**.1 Units:** Any one of those parts of the Building which is separately described on the Drawing as "Unit", the legal description of which is set forth in "Exhibit D" annexed hereto and made a part hereof.

**.2 Unit Owner:** The person or persons holding title in fee simple to a Condominium parcel.

1971 303

.3 Assessment: A share of the funds required for the payment of expenses which from time to time is assessed against the Unit Owner.

4. Association: "Hovianna II Apts, Inc., a condominium, being the entity responsible for the operation of the condominium and its successors; a Florida corporation not for profit, copies of the Articles of Incorporation and By-Laws of which corporation are annexed hereto and made parts hereof, as "Exhibits A and B" respectively.

.5 Building: The entire structure now located on the property which has been built in accordance with the classification of Ervin G. Von Wald, A.I.A., Lake Worth, Florida, entitled, Hovianna II Apts., Inc., a condominium, Lake Worth, Florida, copies of which plans and classifications will be delivered by Investor to the Association and which will be inscribed by Investor as those referred to herein.

.6 Common Elements: The portions of the Condominium property not included within the Twelve (12) units, as such units are shown on the Drawings or which exists within Units by virtue of an easement herein created. There shall be appurtenant to each Unit, a One-twelfth (1/12th) interest in said common element.

.7 Common Expenses and Surpluses: The expenses for which the Unit Owners are liable to the Association at a proportion of:

UNIT

1	7.7
2	"
3	"
5	"
6	"
7	"
8	"
9	"
11	"
12	"
10	12.0
4	11.0

1971 PAGE 304

are to include the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace, management and administration of the Association, including, without limiting the same, to compensation paid by the Association, to a managing agent, accountants, attorneys and other employees, and any other items held by or in accordance with other provisions of this Declaration or the Condominium Documents to be Common Expenses. Each Unit Owner shall be entitled to one Twelfth (1/12th) of any common surplus.

.8 Condominium Documents: This Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said Exhibits are as follows:

Exhibit A - Articles of Incorporation of Hovianna II Apts., Inc., a Condominium

Exhibit B - By Laws of Hovianna II Apts., Inc., a non profit corporation

Exhibit C - Proposed Deed

Exhibit D - Surveyors Certificate and Survey of Weimer and Company Incorporated.

.9 Drawings: Drawings were prepared by Ervin G. Von Wald, A.I.A., Architect, Lake Worth, Florida.

.10 Investor: New Trend, Inc., and its successors.

.11 Person: Any individual, firm, corporation, trustee or other entity capable of holding title to real property.

.12 Plans and Specification: The plans and specifications referred to in Article 1.5 hereof.

.13 Property: As defined on Page 1 hereof.

.14 Survey: The survey annexed hereto and made a part hereof as Exhibit D, which is a survey of the Property. The survey was prepared by Weimer and Company, Incorporated, land surveyors and planners, 2586 Forest Hill Boulevard, West Palm Beach, Florida.

II. - Common Elements Use:

The common elements shall be used in accordance with

1971 PAGE 305



and subject to the following provisions:

.1 Rules and Regulations Promulgated by Association:

No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligations, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by a Unit Owner and his guests, for specific occasions, of all facilities. Such use may be conditioned upon, among other things, the payment by the Unit Owner of such assessment as may be established by the Association for the purpose of defraying costs thereof.

.2 Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Association, but nothing herein contained however shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed upon the Association by the terms of this Sub-article II.2 and as are approved by the Board of Directors of the Association.

.3 Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from Unit Owners as assessed, in accordance with provisions contained elsewhere herein.

.4 Subject to the rules and regulations from time to time pertaining thereto, all Unit Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Unit Owners.

.5 Alterations and Improvements: The Association shall have the right to make or cause to be made such alternations and improvements to the common Elements (which do not prejudice the right of any Unit Owner unless his written consent has been obtained) provided the making of such alternations and improvements are first

approved by the Board of Directors of the Association. The costs of such alternations and improvements shall be assessed as Common Expenses unless in the Judgment of not less than 75% of the Board of Directors, the same are exclusively or substantially exclusively for the benefit of the Unit Owner or Owners requesting the same, in which case such requesting Unit 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 Director of the Association.

.6 Shares of Unit Owners: The Shares of the Unit Owners in the Common Elements shall be as stated in Paragraph 1.6 above and may be altered only by amendment hereof executed in form for recording by all of the Unit Owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.

.7 The share of a Unit Owner in the Common Elements is appurtenant to the Unit owned by him.

III - Maintenance and Repair of Units:

.1 The Association, at its expense, shall be responsible for the maintenance, repair and replacement of:

(a) All portions of the Unit which contribute to the support of the Building, excluding, however, interior wall, ceiling and floor surfaces, and including, without intending to limit the same to outside walls of the Building, structural slabs, roof, interior boundary walls of Units and loan bearing columns;

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the Unit but excluding therefrom, appliances and plumbing fixtures;

(c) All incidental damage caused to a Unit by such work as may be done or caused to be done by the Association in accordance herewith.

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

(a) To maintain, repair and replace at his expense

all portions of the Unit except the portions of each to be maintained, repaired and replaced by the Association;

(b) To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the Building;

(c) Not to paint or otherwise decorate or change the appearance of any portion of the Building not within the walls of the Unit, unless the written consent of the Association is obtained;

(d) To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association;

(e) Not to make any alterations in the portions of the Unit or the Building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building without first obtaining the written consent of the Board of Directors of the Association, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association and of the Unit or Owners for whose benefit such easement exists.

.3 Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from its negligence.

IV - Units shall be constituted as follows:

.1 Real Property: Each Unit, together with the space within it, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, subject only to the provisions of this Declaration.

.2 Boundaries: Each Unit shall be bounded as to

1971 PAGE 308

both horizontal and vertical boundaries as shown on the Survey, subject to such encroachments as are contained in the Building whether the same exist now or are created by settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows:

(a) Horizontal boundaries:

- (i) The underside of the concrete slab above and abutting the Unit;
- (ii) The underside of the concrete slab below and abutting the Unit.

(b) Vertical boundaries:

- (i) Between Units: the plane formed by the center line of the wall between Units;
- (ii) Exterior boundaries: The plane form are the exterior side of the wall in which the entry doors are located.

.3 Appurtenances: Each Unit shall include and the same shall pass with each Unit as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all the rights, title and interest of a Unit Owner in the Property, which shall include but not be limited to:

(a) Common Elements: An undivided share of the Common Elements, such undivided share to be that portion set forth in Paragraph 1.6.

(b) Easements for the benefit of the Unit;

(c) Association membership and funds and assets held by the Association for the benefit of the Unit Owner;

(d) All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Units;

(e) In addition to and not in derogation of the ownership of the space described on the Survey. An exclusive easement for the use of the space not owned by the Unit Owner and which is occupied by the Unit, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with

FILED 1971 PAGE 309

-8-

provisions herein elsewhere contained, or the Building is no longer tenantable, whichever first occurs;

(f) The following easements from each Unit Owner to each other Unit Owner and to the Association:

- (i) Ingress and Egress: Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents.
- (ii) Maintenance, Repair and Replacement: Easements through the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Use of these easements, however, for access to the Units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.
- (iii) Structural Support: Every portion of a Unit which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of the Common Elements.
- (iv) Utilities: Easements through the Units and Common Elements for all facilities for the furnishing of utility services within the building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided however, that the easements for such facilities through a Unit shall be only substantially in accordance with the Plans and Specifications of the Building, or as to how the Building was first constructed.
- (v) Emergency easements of ingress and egress: Easements over all balconies whenever reasonably required for emergency ingress and egress. No Unit Owner shall install or allow to be installed any lock, security device or other thing which will or might impair such easements.

V - Use Restrictions:

In order to provide for a congenial occupation of the Building and to provide for the protection of the values of the Units, the use of the Property shall be restricted to and be in accordance with the following provisions:

REC-1971 PAGE 310

.1 The Units shall be used for single family residence only.

.2 The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Units.

.3 No Unit shall be occupied by any family not approved in advance by the Board of Directors of the Association except if title is acquired as provided in Paragraphs XVII.1 and/or XVII.3 of this Declaration. The Association shall signify in writing such approval or disapproval within fifteen (15) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Association the name of the family in question, its residence address and three business and three social references, together with such other information as the Association might reasonably request. Any such approval once given may not thereafter be withdrawn. Failure of the Board of Directors to disapprove within such period conclusively shall be deemed to constitute approval.

.4 Nuisances: No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents.

.5 Lawful Use: No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Unit Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the Property shall be the same as hereinabove provided for the maintenance and repair of that portion of the Property subjected to such requirements.

1971 PAGE 311

.6 House Rules: House Rules concerning use of the property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such house rules are furnished to each Unit Owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the association, are annexed hereto and made a part hereof as Exhibit B.

#### VI - Administration

The administration of the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

.1 The Association shall be incorporated under the name ~~Bedrock Condominiums, Inc.~~ Hovianna II Apts., Inc. a condominium, as a corporation not for profit under the laws of the State of Florida, under Articles of Incorporation, of which a copy is attached as Exhibit A. Any other form of organization for the Association may be substituted after first obtaining the written approval of all of the members thereof.

.2 The By-Laws of the Association shall be in the form attached as Exhibit B until such are amended in the manner therein provided.

.3 The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of this Declaration shall prevail and the Unit Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or By-Laws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the By-Laws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except

that wherever this Declaration requires the act or approval must be that the Board done or given in accordance with the By-Laws.

.4 Notices or demands, for any purpose, shall be given by the Association to Unit Owners and by Unit Owners to the Association and other Unit Owners in the manner provided for notices to members of the Association by the By-Laws of the Association.

.5 All funds and the titles of all properties acquired by the Association and the proceeds thereof after deducting therefrom the costs incurred by the Association in acquiring the same shall be held for the benefit of the Unit Owners for the purposes herein stated.

.6 All income received by the association from the rental or licensing of any part of the Common Elements (as well as such income anticipated) shall be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses at a proportion of One-twelfth (1/12th) each.

VII - Insurance:

The insurance other than title insurance which shall be carried upon the Property shall be governed by the following provisions:

.1 Authority to Purchase: All insurance policies upon the Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of mortgage endorsements to the holders of first mortgages on the Units or any of them and, if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners; the Association and their respective servants, agents and guests. Such policies and endorsements shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

REC-1971 PAGE 313



.2 Unit Owners: Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Article VII.I hereof (if the same is available).

.3 Coverage:

(a) Casualty - the Building and all improvements upon the land and all personal property included within the Property, except such personal property as may be owned by the Unit Owners, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage: Such coverage shall afford protection against:

- (i) loss or damage by fire and other hazards covered by the Standard extended coverage endorsement;
- (ii) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Building, including but not limited to, vandalism, malicious mischief, windstorm and water damage;

(b) Public Liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off premises employee coverages;

(c) Workmen's Compensation policy to meet the requirements of law;

(d) All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

.4 Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.

.5 All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to \_\_\_\_\_, as Trustee, or to any other bank in Florida with trust powers as may be approved by the Association. Such Trustee or any other bank acting as such, is herein referred to as the Insurance Trustee. The insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee.

(a) Common Elements. Proceeds on account of damage to Common Elements - that undivided share for each Unit Owner and his mortgagee, if any, which is set forth in Paragraph 1.6.

(b) Units: Proceeds on account of Units shall be held in the following undivided shares:

- (i) Partial destruction when the Building is to be restored; for the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Unit Owner shall be bound by and the Insurance Trustee may rely upon such certification;
- (ii) Total destruction of the Building or where the Building is not to be restored: for all Unit Owners, the share of each being that share set forth in Paragraph 1.6.

1971 PAGE 315

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear but nothing herein contained shall be construed so as to give any mortgagee the right to determine or participate in the determination of reconstruction or repair.

.6 Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners after first paying or making provision for the payment of the expense of the Insurance Trustee, in the following manner:

(a) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

(b) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

(c) Membership List: In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a Membership List of the Association as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate. It shall be the duty of the Association to furnish to the Insurance Trustee the names and addresses of any and all mortgagees, as their interest or interests may appear.

1971 PAGE 316

It shall be the duty of the Insurance Trustee to distribute the proceeds to any and all mortgagees as well as to Unit Owners.

VII - Reconstruction or Repair of Casualty Damage:

A. If any part of the Common Elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

.1 Partial destruction (which shall be deemed to mean destruction which does not render one-half or more of the Units untenable shall be reconstructed or repaired unless this Declaration is terminated at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair or unless Unit Owners who in the aggregate own 75% or more of the shares do not vote in favor of such reconstruction or repair.

.2 Total destruction (which shall be deemed to mean destruction which does render one-half or more of the Units Untenable) shall not be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, Unit Owners who in the aggregate own 75% or more of the shares vote in favor of such reconstruction or repair.

.3 Any such reconstruction or repair shall be substantially in accordance with the Plans and Specifications.

.4 Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the Plans and Specifications or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Building stand.

1971 PAGE 317

.5 Certificate: The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association upon request of the Insurance Trustee, shall deliver such certificate as soon as practicable.

B. If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction, and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

.1 Estimate of Costs: Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors.

.2 Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against the Unit Owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If, at any time during reconstruction and repair or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

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

(a) Association: If the amount of the estimated cost of reconstruction and repair exceeds the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee: The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit Owners on account of such casualty, shall constitute an account to be known as a Reconstruction and Repair Account, which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

- (i) Unit Owner: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner; to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Unit Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Unit Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Unit Owner and the mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair.
- (ii) Association - Lesser Damage: If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

1971 PAGE 319

- (iii) Association - Major Damage: If the amount of the estimated costs of reconstruction and repair of the Building or other improvements is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
- (iv) Surplus: It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and 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 Unit Owners who are the beneficial owners of the fund at a proportion of 1/12th each.
- (v) When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the costs of repairing the Common Elements and the balance to the Units in the shares above stated.

IX - Insurance Adjustments: Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one unit.

X - Assessments: Assessments against the Unit Owners shall be made or approved by the Board of Directors of the Association and paid by the Unit Owners to the Association in accordance with the following provisions:

.1 Share of Expense: Common Expenses - Each Unit Owner shall be liable for his share of the Common Expenses.

.2 Assessments other than Common Expenses: Any Assessments, the authority to levy which is granted to the Association or its Board of Directors by the Condominium Documents, shall be paid by the Unit Owners to the Association in the proportions set forth in the provision of the Condominium Documents authorizing the Assessment.

1971 PAGE 326

3..Accounts: All sums collected by the Association from assessments may be co-mingled in a single fund but they shall be held for the Unit Owners in the respective Shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

(a) Common Expense Account: to which shall be credited collections of assessments for all Common Expenses as well as payments received for defraying costs of the use of Common Elements.

(b) Alteration and Improvement Account: to which shall be credited all sums collected for alteration and improvement assessments.

(c) Reconstruction and Repair Account: to which shall be credited all sums collected for reconstruction and repair assessments.

(d) Emergency Account: to which shall be credited all sums collected for emergencies.

.4 Assessments for Common Expenses: Assessments for Common Expenses shall be made for the Calendar year annually in advance on the second (2nd) Monday in January of the year for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors additional Common Expenses assessments are required for the proper management, maintenance and operation of the Common Elements. Such annual assessments shall be due and payable in four equal consecutive monthly payments, on the first (1st) day of each month, beginning with February of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated Common Expenses for the year, including a reasonable allowance for contingencies and reserves less the amount of needed Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment



shall be due upon each assessment payment date until changed by a new assessment.

.5 Other Assessments: shall be made in accordance with the provisions of the Condominium Documents and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Directors of the Association.

.6 Assessments for Emergencies: Assessments for Common Expenses for emergencies which cannot be paid from the Common Expense Account shall be made only by the Board of Directors of the Association.

.7 Assessments for Liens: All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than on Unit or upon any portion of the Common Elements, shall be paid by the Association as a Common Expense and shall be assessed against the Units in accordance with the shares of the Units concerned or charged to the Common Expense Account, whichever in the judgment of the Board of Directors is appropriate.

.8 Assessment Roll: The assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the office of the Association for inspection at all reasonable times by Unit Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of a Unit Owners Assessment account shall limit the liability of any person for whom made other than the Unit Owner. The Association shall issue such certificates to such persons as a Unit Owner may request in writing.

.9 Liability for Assessments: The Owners of a Unit and their Grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor. Such liability may

-21-

RECORDED 1971 PAGE 322

not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made. A purchaser of a Unit at a judicial sale shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale.

.10 Lien for Assessments: The unpaid portion of an assessment which is due shall be secured by a lien upon the Unit and all appurtenances thereto when a Notice claiming the lien has been recorded by the Association in the Public Records of Palm Beach County. The Association shall not however, record such claim of lien until the assessment is unpaid for not less than twenty (20) days after it is due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded.

.11 Collections:

(a) Interest: Application of payments: Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before twenty (20) days after the date when due shall bear interest at the rate of six per cent (6%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the Common Expense Account.

(b) Suit: The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of ten per cent (10%) per annum, and all costs incident to the collection and the action, suit or proceeding, including, without limiting the same to reasonable attorney's fees.

XI - Compliance and Default

Each Unit Owner shall be governed by, and shall comply

-22--

REC-1971 PAGE 323

with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief:

(a) Legal Proceeding: Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved Unit Owner.

(b) All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family 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. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit or its appurtenances. Nothing herein contained however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

(c) Costs and Attorney's Fees: In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

(d) No Waiver of Rights: The failure of the Association or of a Unit Owner to enforce any right, provisions, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

REC-11971 PAGE 324

(e) All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

XII - Amendment:

Except for alterations in the shares which cannot be done except with the consent of all Unit Owners whose Shares are being affected, the Condominium Documents may be amended in the following manner:

.1 Declaration: Amendments to the Declaration shall be proposed and adopted as follows:

(a) Notice: Notice of the subject matter of the proposed Amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed Amendment is considered.

(b) Resolution: A Resolution adopting a proposed Amendment may be proposed by either the Board of Directors of the Association or by the Unit Owners meeting as members of the Association and after being proposed and approved by either of such bodies must be approved by the others. Directors and Unit Owners not present at the meeting considering such Amendment may express their approval in writing or by proxy. Such approvals must be by not less than seventy-five percent (75%) of the Directors and by Unit Owners who in the aggregate own not less than seventy-five per cent (75) of the voting rights.

(c) Recording: A copy of each Amendment shall be certified in accordance with Section 711.10 (2) Condominium Act, Florida Statutes, by at least two (2) officers of the Association

1971 PAGE 325

-24-

as having been duly adopted and shall be effective when recorded in the Public Records of Palm Beach County, Florida. Copies of the same shall be sent to each Unit Owner in the manner elsewhere provided for the giving of Notices, but the same shall not constitute a condition precedent to the effectiveness of such Amendment.

2. Association - Articles of Incorporation and By-Laws: The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.

XIII - Termination:

The Condominium shall be terminated, if at all, in the following manner:

.1 The termination of the Condominium may be effected by the agreement of Unit Owners who in the aggregate own not less than eighty five per cent (85%) of the shares, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Palm Beach County, Florida.

.2 Destruction: If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, the Condominium Plan of Ownership will be terminated and the Condominium Documents revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

.3 Shares of Unit Owners After Termination:

After termination of the Condominium the Unit Owners shall own the Property as tenants in common in undivided shares and the holders of mortgages and liens against the Unit or Units owned

1971 PAGE 326

--25--

by such Unit Owners shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided Shares of the Unit Owners shall be as set forth in Paragraph 1.6. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held for the Unit Owners in proportion to the amount of the assessments paid by each. The costs incurred by the Association in connection with a termination shall be a Common Expense.

.4 Following termination, the Property may be partitioned and sold upon the application of any Unit Owner. If the Board of Directors, following a termination, by not less than a three fourths vote, determines to accept an offer for the sale of the Property, each Unit Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors direct. In such event, any action for partition or other division of the Property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

.5 The members of the Board of Directors acting collectively as agent for all Unit Owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

#### XIV - Covenants Running With The Land:

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every Unit and the appurtenances thereto; and every Unit Owner and Claimant of the Property or any part thereof or interest therein and his heirs executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

#### XV - Mortgages:

A mortgage loan placed upon any individual unit shall

1971 PAGE 327

first be approved by the Board of Directors, with the exception of the Peoples Federal Savings and Loan Association, Lake Worth, Florida. It shall be the duty of the Board of Directors to approve any mortgage loan wherein the mortgagee is a recognized lending institution authorized to transact business in the State of Florida; prior to the placing of the mortgage loan.

XVI - Liens:

.1 Protection of Property: All liens against a Unit, other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent.

.2 Notice of Lien: A Unit Owner shall give notice to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

.3 Notice of Suit: Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Unit or any other part of the Property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

.4 Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

XVII - Judicial Sales:

No judicial sale of a Unit nor any interest therein shall be valid unless:

.1 Approval of Association: The sale is to a purchaser approved by the Board of Directors of the Association which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Palm Beach County, Florida, or

.2 Public Sale: The sale is a result of a public sale

1971 PAGE 328

with open bidding.

.3 Unauthorized Transactions: Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Board of Directors of the Association.

In the event proceedings are instituted to foreclose any mortgage on Condominium Parcel, the Association, on behalf of one or more Unit Owners, shall have the right to redeem from the mortgagee for the amount due thereon or to purchase such Condominium Parcel at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings. Nothing herein contained shall preclude a mortgage institution, banker, savings and loan association, insurance company or any other recognized lending institution from owning a mortgage on any Condominium parcel, and such lending institution shall have an unrestricted, absolute right to take title to the Condominium parcel in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Florida and to bid upon said Condominium parcel at the foreclosure sale, provided said lending institution owning said mortgage shall give to the Association its successors or assigns, written notice by certified mail of the said default at least thirty (30) days prior to the institution of foreclosure proceedings during which thirty (30) days the Association or such member or members thereof as may elect so to do shall have the right to cure such default by payment to such mortgagee of all sums due upon such default and following such payment. Such mortgagee shall be required to waive such default, and if such default is not cured as aforesaid, and should the Association or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereof, from such mortgagee, or fail to redeem such mortgage, then and in that event, the mortgagee taking title on such foreclosure sale or taking title



in lieu of foreclosure sale, may acquire such Condominium Parcel and occupy the same and let, re-let, and re-sell the same without complying with the restriction limiting the occupation of said Property to persons approved by the Association. If the Association or any members, as aforesaid, redeems such mortgage or cures such default, it shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

XVIII - Provisions Pertaining to Investor:

For so long as the Investor continues to own any of the Units, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Investor from any obligations of a Unit Owner to pay assessments as to each Unit owned by it, in accordance with the Condominium Documents.

.1 For so long as the Investor owns more than Twelve Units, a majority of the Board of Directors of the Association shall be selected by the Investor and such members as may be selected by the Investor need not be resident in the Building. For so long as the Investor owns not less than four Units which it is offering for current sale, not less than 40% of the Board of Directors of the Association shall be selected by the Investor and such members as may be selected by the Investor need not be residents in the Building.

.2 The investor specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Condominium Documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of Common Expenses are deemed accurate, but no warranty or guaranty is made nor intended, nor may one be relied upon.

XIX - Invalid or Unenforceable Provisions:

If any term, covenant, provision, phrase or other element of the Condominium Documents is held to be invalid or unen-

forceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever, any other term, provision, covenant or element of the Condominium Documents.

XX - Unit Deeds:

Any transfer of a Unit shall include all appurtenances thereto whether or not specifically described.

XXI - Captions:

Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.

XXII - Gender Singular, Plural:

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

IN WITNESS WHEREOF, the Investor has caused this Declaration to be executed by its duly authorized officers and corporate seal to be hereunto affixed this 30th day of December, 1971.

NEW TREND, INC.

BY:

Urho Kivikoski

Its President

ATTEST:

Sylvi Kivikoski

Its Secretary



STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Urho Kivikoski and Sylvi Kivikoski, President and Secretary of New Trend, Inc., a Florida corporation, and they acknowledged to and

RECORDED 1971 PAGE 331

before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto, the official seal of said corporation, and that the foregoing Declaration is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30<sup>th</sup> day of December 1971.



*[Signature]*  
Notary Public  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Feb. 4, 1974  
Bonded By American Fire & Casualty Co.,

RECORDED 1971 PAGE 332

*[Illegible stamp]*  
*[Illegible stamp]*  
*[Illegible stamp]*  
*[Illegible stamp]*

# State of Florida

Department of State



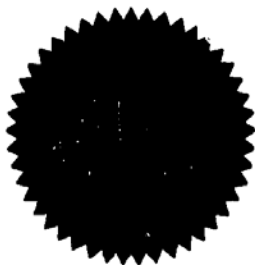
I, Richard (Dick) Stone, Secretary of State of the State of Florida,  
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation  
of

HOVIANNA II APTS, INC.

a corporation not for profit organized and existing under the Laws of the  
State of Florida, filed on the 25th day of August,  
A.D., 1971, as shown by the records of this office.

Given under my hand and the Great Seal of the  
State of Florida, at Tallahassee, the Capital,  
this the 25th day of August,  
A.D. 1971.



*Richard (Dick) Stone*

RECORDED 1971 PAGE 333 Secretary of State

**ARTICLES OF INCORPORATION****HOVIANNA II APTS., INC.**

We, the undersigned, associate ourselves to become a Florida corporation, not for profit.

**ARTICLE I**

The name of the corporation shall be HOVIANNA II APTS, INC.

**ARTICLE II**

The purposes for which this corporation is formed is to own and lease real estate and operate a Condominium Apartment Building and appurtenant facilities.

To accomplish the foregoing purposes, the corporation shall have all corporate powers permitted under Florida law, including the capacity to contract, bring suit and be sued, and those provided by the "Condominium Act". No part of the income of this corporation shall be distributed to the members, directors and officers of the corporation.

**ARTICLE III**

The members of the corporation shall be those persons approved by the Board of Directors as fee simple owners in the Condominium Apartment Building, and their membership shall automatically terminate when they are no longer owners of a condominium parcel. There shall be no more than twelve (12) voting members at any one time. A corporation or any individual with an interest in more than one unit may be designated the voting member for each unit in which he owns an interest.

**ARTICLE IV**

The corporation shall have perpetual existence.

**ARTICLE V**

The name and residences of each subscriber is:

RECORDED 1971 PAGE 334

**EXHIBIT A**

FILED  
DEC 25 1 20 PM '71  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

NAME    ADDRESS

Urho Kivikoski    3810 Lake Worth Road, Lake Worth, Florida  
 Lena Teinila    3810 Lake Worth Road, Lake Worth, Florida  
 Sylvi Kivikoski    3810 Lake Worth Road, Lake Worth, Florida

ARTICLE VI

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons.

Section 2. Directors shall be elected by the voting members in accordance with the By-Laws at the regular annual meeting of the membership of the corporation to be held at 10:00 A. M. on the second Monday of January of each year. Directors shall be elected to serve for a term of one year. In the event of a vacancy the elected directors may appoint an additional director to serve the balance of said year.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors on the second Monday of January in each year, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Vice-President, Secretary, Treasurer and such other officers as it shall deem desirable, consistent with the corporate By-Laws.

ARTICLE VII

The names of the officers who shall serve until the first election are as follows:

<u>NAME</u>	<u>TITLE</u>
Urho Kivikoski	President and Treasurer
Lena Teinila	Vice President
Sylvi Kivikoski	Secretary

1971 PAGE 335

ARTICLE VIII

The following three persons shall constitute the first Board of Directors, and shall serve until the first election of

the Board of Directors at the first regular annual meeting of the members.

<u>NAME</u>	<u>POST OFFICE ADDRESS</u>
Urho Kivikoski	3810 Lake Worth Road, Lake Worth, Florida
Lena Teinila	3810 Lake Worth Road, Lake Worth, Florida
Sylvi Kivikoski	3810 Lake Worth Road, Lake Worth, Florida

#### ARTICLE IX

The By-Laws of this corporation may be made, altered, amended or rescinded at any duly called meeting of the members provided that the notice of meeting contains a full statement of the proposed amendment, a quorum is in attendance, and there be an affirmative vote of 3/4th of the qualified voting members of the corporation.

#### ARTICLE X

Section 1. Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by any five (5) of the voting members. Such proposals shall set forth the proposed alteration amendment or rescission, shall be in writing filed by the five members, and delivered to the President not less than Twenty (20) days prior to the membership meeting at which such proposal is voted upon. The Secretary shall give to each voting member notice setting out the proposed alteration, amendment or rescission and the time of the meeting at which such proposal will be voted upon, and such notice shall be given not less than fifteen days prior to the date set for such meeting, and it shall be given in the manner provided in the By-Laws. An affirmative vote of eighty per cent of the qualified voting members of the corporation is required for the requested alteration, amendment or rescission.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary or proposals to the President for alternation, amendment or rescission of these Articles either before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

1971 PAGE 336

IN WITNESS WHEREOF, we hereunto set our hands and seals  
at Lake Worth, Palm Beach County, Florida, this 13<sup>th</sup> day of  
August, 1971.

Signed, sealed and delivered  
in the presence of:

J. R. Sargini

Udo Kivikoski (SEAL)

Christine Key Sargini

Lena Teinila (SEAL)

Sylvi Kivikoski (SEAL)

STATE OF FLORIDA )  
 ) SS  
COUNTY OF PALM BEACH )

On this day personally appeared before me, the under-  
signed officer, duly authorized to take acknowledgments, URHO  
KIVIKOSKI, LENA TEINILA and SYLVI KIVIKOSKI, to me well known and  
known to me to be the subscribers described in and who executed  
the foregoing Articles of Incorporation, and acknowledged before  
me that they executed the same freely and voluntarily for the uses  
and purposes therein expressed.

WITNESS my hand and official seal at Lake Worth, said  
County and State, this 13<sup>th</sup> day of August, 1971.

Christine Key Sargini  
Notary Public  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires May 6, 1975  
Bonded By American Fire & Casualty Co.

REC'D 1971 PAGE 337



## BY-LAWS

## OF

HOVIANNA II APTS, INC.

A NON-PROFIT FLORIDA CORPORATIONARTICLE IGENERAL

Section 1. The Name: The name of the corporation shall be Hovianna II Apts, Inc.

Section 2. Principal Office: The principal office of the corporation shall be at 520 South C Street, Lake Worth, Florida, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definition: As used herein, the term "corporation" shall be the equivalent of "association" as defined in the Declaration of Restrictions, and the words "common elements", "unit" and "unit owner", are defined as set forth in the Declaration of Restrictions, etc., of the corporation, to which these By-Laws are attached.

ARTICLE IIDIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole board shall be not less than three (3) nor more than seven (7). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement: If the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum at a special meeting of directors duly called for this purpose shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. First Board of Directors: First Board of Directors shall consist of Urho Kivikoski, Lena Tainila and Sylvi Kivikoski, who shall hold office and exercise all powers of the board of directors until the first membership meeting, anything herein to the contrary notwithstanding; provided any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

RECORDED 1971 PAGE 338

EXHIBIT B

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To make and collect assessments and establish the time within which payment of same are due;

B. To use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners;

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

D. To enter into and upon the units when necessary and as at little inconvenience to the owner as possible in connection with such maintenance, care and preservation;

E. To insure and keep insured said condominium property in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable;

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration;

G. To employ such personnel as may be required for the maintenance and preservation of the property;

H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

Section 6. Compensation: Neither directors nor officers shall receive compensation for their services as such.

Section 7. Meetings:

A. The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the meeting, at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members meeting, and immediately after the adjournment of same;

B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting;

1971 PAGE 339

C. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present;

Section 8. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll Call;
- B. Reading of minutes of last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Unfinished business;
- H. Original resolutions and new business;
- I. Adjournment.

Section 9. Annual Statement: The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating expenses of the corporation and the assessments paid by each member.

### ARTICLE III

#### OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, Vice President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an assistant Secretary of the corporation. The President shall be a director ex officio, unless elected by the Board. If the Board so determines, there may be more than one Vice President;

Section 2. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board;

Section 3. Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer;

Section 4. The President:

A. The President shall preside at all meetings of the members and directors; he shall have general and active management of the business of the corporation; shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgage, and other contracts requiring a seal, under the seal of the corporation; the seal when affixed shall be attested by the signature of the Secretary;

RECORDED 1971 PAGE 340

B. He shall have general superintendence and direction of all the officers of the corporation, and shall see that their duties are performed properly;

C. He shall submit a report of the operations of the corporation for the fiscal year to the Directors whenever called for by them, and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the interest of the corporation may require to be brought to their notice;

D. He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 6. The Secretary:

A. The Secretary shall keep the minutes of the membership, and of the Board of Directors; meetings in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member which shall be furnished to the Secretary by such member.

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors;

B. He shall disburse the funds of the Corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation;

1971 PAGE 341

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 8. Vacancies: If the office of any Director, or of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of Directors voting at a regular or special meeting, may choose a successor or successors who shall hold office for the unexpired term. If the number of Directors falls below the minimum provided for in these By-Laws, a special members meeting shall be called for the purpose of filling such vacancies in the Board of Directors.

Section 9. Resignations: Any Director or other officer may resign his office at any time, such resignation to be made in writing and to take effect from the time of its receipt of the corporation, unless some time be fixed in the resignation, and then from that date, the acceptance of a resignation shall not be required to make it effective.

#### ARTICLE IV

##### MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation or such other place as may be stated in the notice;

Section 2. Annual Meeting:

A. The first annual meeting of members shall be held on the 2nd Monday in January, 1972;

B. Regular annual meetings subsequent to 1972 shall be held on the 2nd Monday of January in each year, if not a legal holiday, and, if a legal holiday, then on the next secular day following;

C. All annual meetings shall be held at the hour of 10:00 o'clock A.M.

D. At the annual meeting, the members shall elect, by a majority vote of members voting, cumulative voting prohibited, a Board of Directors, and transact such other business as may properly come before the meeting;

E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten (10) days prior to the meeting;

F. If the date of the annual meeting falls on a Saturday or Sunday, then the annual meeting shall be held on the first Monday immediately following;

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by apartment units, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation and shall be open to exam-

ination by any member throughout such time;

Section 4. Special Meetings:

A. Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of eight (8) members. Such request shall state the purpose or purposes of the proposed meeting;

B. Written notice of a special meeting of members stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting;

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum: A majority of the total number of voting members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called;

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, the vote of a majority of the voting members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation or by these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question;

Section 7. Right to Vote: At any meeting of the voting members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof;

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

SEE 1971 PAGE 343

ARTICLE VINOTICES

Section 1. Definition: Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed as appears on the books of the corporation;

Section 2; Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VIIFINANCES

Section 1. Calendar Year: The calendar year shall begin the 2nd day of January in each year;

Section 2. Checks: All checks or demands for money and notes of the corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such person or persons as the Board of Directors may from time to time designate;

ARTICLE VIIISEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX  
HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the family units located in the property and the conduct of all residents thereof.

A. The family units shall be used only for residential purposes;

B. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property;

C. The use of the family units shall be consistent with existing law, these restrictions, and so used as not to constitute a nuisance;

SECTION 1971 PAGE 344

D. Family units may not be used for business use or for any commercial use whatsoever;

E. No children under the age of fifteen (15) years shall be permitted to live as a permanent resident in the family units, provided, however, that nothing herein shall prevent owners from having children as visitors or guests;

F. Common elements shall not be obstructed, littered, defaced or misused in any manner;

G. No structural changes or alternations shall be made in any unit, except upon approval of the Board of Directors.

H. No household pets specifically, but not limited to, dogs and cats shall be allowed in the premises. This however, shall not be construed to forbid parakeets.

#### ARTICLE X

##### DEFAULT

In the event a unit owner does not pay any sums, charges or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments or take such other action to recover the sums, charges or assessments to which it is entitled in accordance with the Declaration and the statutes made and provided. If an action of foreclosure is brought against the owner of a unit for non-payment of monies due the corporation, and, as a result thereof, the interest of the said owner in and to the unit is sold, then at the time of such sale, the unit owner's Membership shall be cancelled, however, all legal and equitable rights of mortgagees shall be recognized and preserved.

If the corporation becomes the owner of a unit by reasons of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the unit in question.

In the event of violation of the provisions of the Declaration, corporate charter or By-Laws, as the same are or may hereafter be constituted, the corporation, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy as it or they may deem appropriate.

In the event of such legal action brought against a unit owner, the losing defendant shall pay the plaintiff's reasonable attorney's fees and court costs.

Each owner of a unit, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation and regardless of the availability of the other equally adequate legal procedures. It is the intent of all



owners of family units to give to the corporation a method and procedure which will enable it at all times to operate on a business like basis, to collect those monies due and owing it from owners of units and to preserve each unit owners' right to enjoy his unit free from unreasonable restraint and nuisance.

#### ARTICLE XI

##### SURRENDER

In the event of the legal termination of a Membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to re-enter and to repossess the owned apartment. The member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Palm Beach County, State of Florida, or the United States of America.

#### ARTICLE XII

##### JOINT OWNERSHIP

In the event ownership of the unit is in more than one person, all of the owners of such unit shall be entitled collectively to only one voice or ballot in the management of the affairs of the corporation, and the vote of such unit may not be divided between plural owners. If the owners of any such unit are unable to agree upon their ballot upon any subject at any meeting, they shall lose their right to vote on such subject, but, if all of the owners of any such unit shall not be present at the meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such owners.

#### ARTICLE XIII

##### AMENDMENT

These restrictions and By-Laws may only be altered, amended or added to any duly called meeting of the members, provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment, and (2) that the quorum requirement for such purposes shall be a majority of all the then voting members. In addition, it shall be necessary to secure a three fourths (3/4th) vote of all persons constituting the quorum in order to amend the restrictions and By-Laws.

#### ARTICLE XIV

##### CONSTRUCTION

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

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

1971 PAGE 346

The foregoing were adopted as the By-Laws of Hovianna II  
Apts., Inc., a corporation not for profit under the laws of the  
State of Florida, at the first meeting of the Board of Directors on  
30<sup>th</sup> Dec, 1971.

Sylvia Kivitsaki  
Secretary

**APPROVED:**

Charles Kivitsaki  
President

RECORDED 1971 PAGE 347

Recorded in 5-11-1971  
-Record-verified  
-Page-verified-confirmed  
John S. Kivitsaki  
Secretary

WARRANTY DEED  
FROM CORPORATION

DREW'S FORM 33

Manufactured and for sale by The H. & W. S. Drew Company  
Jacksonville, Florida**This Warranty Deed** Made and executed the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 71 by

NEW TREND, INC.

a corporation existing under the laws of Florida, and having its principal place of  
business at 3810 Lake Worth Road, Lake Worth  
hereinafter called the grantor, to

whose postoffice address is

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and  
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)**Witnesseth:** That the grantor, for and in consideration of the sum of \$10.00 and other  
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,  
alien, remise, release, convey and confirm unto the grantee, all that certain ~~land~~ **Condominium Property**  
County, Florida, viz:Unit No. \_\_\_\_\_, according to the Condominium Declaration of  
HOVIANNA II APTS., INC., a condominium for Lots 8 to 11 inclusive,  
and the South 12 1/2 feet of Lot 12, in Block 185 in the Townsite  
of Lucerne, according to the Palm Beach Farms Company's Plat No.  
2, recorded in Plat Book 2, pages 29 to 40 inclusive, in the Office  
of the Clerk of the Circuit Court, in and for Palm Beach County,  
Florida. (The Townsite of Lucerne is now known as Lake Worth); and  
said Condominium Declaration recorded in the Public Records of Palm  
Beach County, Florida, in Official Record Book \_\_\_\_\_ Page \_\_\_\_\_.Subject to restrictions, conditions, limitations and survey in  
Condominium Declaration recorded above.**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any-  
wise appertaining.**To Have and to Hold,** the same in fee simple forever.**And** the grantor hereby covenants with said grantee that it is lawfully seized of said **Condominium Property**  
simple; that it has good right and lawful authority to sell and convey said **Condominium Property**; that it hereby fully war-  
rants the title to said **Condominium Property** and will defend the same against the lawful claims of all persons whomsoever;  
and that said **Condominium Property** is free of all encumbrances

(CORPORATE SEAL)

**In Witness Whereof**the grantor has caused these presents to  
be executed in its name, and its corporate seal to be hereunto affixed, by its  
proper officers thereunto duly authorized, the day and year first above written.ATTEST: \_\_\_\_\_  
Secretary

NEW TREND, INC.

Signed, sealed and delivered in the presence of:

By \_\_\_\_\_  
PresidentSTATE OF FLORIDA }  
COUNTY OF PALM BEACHI HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,  
personally appeared **URHO KIVIKOSKI and SYLVI KIVIKOSKI, his wife**well known to me to be the President and Secretary respectively of the corporation named as grantor  
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily  
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1971.

RECORDED 1971 PAGE 348

Recorded in O-R Book-B  
Record verified  
Palm Beach County, Fla.  
John B. Daulton  
Clerk Circuit Court

EXHIBIT C



MEMBER • P.O. BOX 18786 • 2586 FOREST HILL BOULEVARD • WEST PALM BEACH, FLORIDA 33406 • PHONE 305 965-8900

# WEIMER AND COMPANY

INCORPORATED  
land surveyors and planners

## SURVEYOR'S CERTIFICATE

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss: HOVIANNA II APT'S., A CONDOMINIUM

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Rolf Ernst Weimer, who after first being duly cautioned and sworn, depose and says as follows:

1. That he is a duly registered land surveyor under the laws of the State of Florida, being Surveyor No. 2025.
2. Affiant hereby certifies that the Declaration of Condominium of HOVIANNA II APT'S., A CONDOMINIUM, together with the exhibits attached thereto, constitute a correct representation of the improvements located upon the real property described therein, and that there can be determined therefrom the identification, location, dimensions and size of the common elements, and of each Condominium unit therein.

FURTHER AFFIANT SAYETH NAUGHT.

*Rolf Ernst Weimer*  
Rolf Ernst Weimer

SWORN TO AND SUBSCRIBED before me  
this 21st day of December 1971.

*Alvin L. Pius*  
Notary Public State of Florida

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires April 30, 1974  
Bonded by American Fire & Casualty Co.



OFFICIAL 1971 PAGE 349

SHEET 1 OF 5



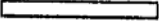




MEMBER • P. O. BOX 15786 • 2556 FOREST HILL BOULEVARD • WEST PALM BEACH, FLORIDA 33406 • PHONE 305 965-8900

## WEIMER AND COMPANY INCORPORATED land surveyors and planners

### EXHIBIT D

#### LEGEND

1. Each Condominium Unit consists of the space bounded by a vertical projection of the Condominium Unit boundary line shown and by the horizontal planes at the floor and ceiling elevations noted below.
2. The elevation of the bench mark, floor and ceiling are USCGS mean sea level datum and are expressed in feet.
3. The floor elevation of Condominium Units and the ceiling elevation of Condominium Units are shown on Sheets #4 & 5.
4. All interior angles of Condominium Units are 90° unless otherwise noted.
5.  Boundary of Condominium Units.  
 Indicates common elements.  
 Indicates limited common elements.
6. Parking areas are for the use of all Condominium Unit owners and specific parking areas will be assigned by the Association.
7. Exterior walls are 0.8' unless otherwise noted.
8. "All Condominium Units in the building located on the Condominium property are given identifying numbers, which are delineated within each Condominium Unit space in this Exhibit. The Condominium Unit number is also the Condominium parcel number."

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 9<sup>th</sup> day of Aug. 1971.

In the presence of:

NEW TREND, INC.

Witness

Witness

1971 PAGE 351

President

Secretary

SHEET 3 OF 5

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY IS AS FOLLOWS:

Lots 8 - 11, inclusive, together with the South 12.5 feet of Lot 12, Block 185, TOWNSITE OF LUCERNE, according to the plat thereof, as recorded in Plat Book 2, Pages 29 - 40, public records, Palm Beach County, Florida.

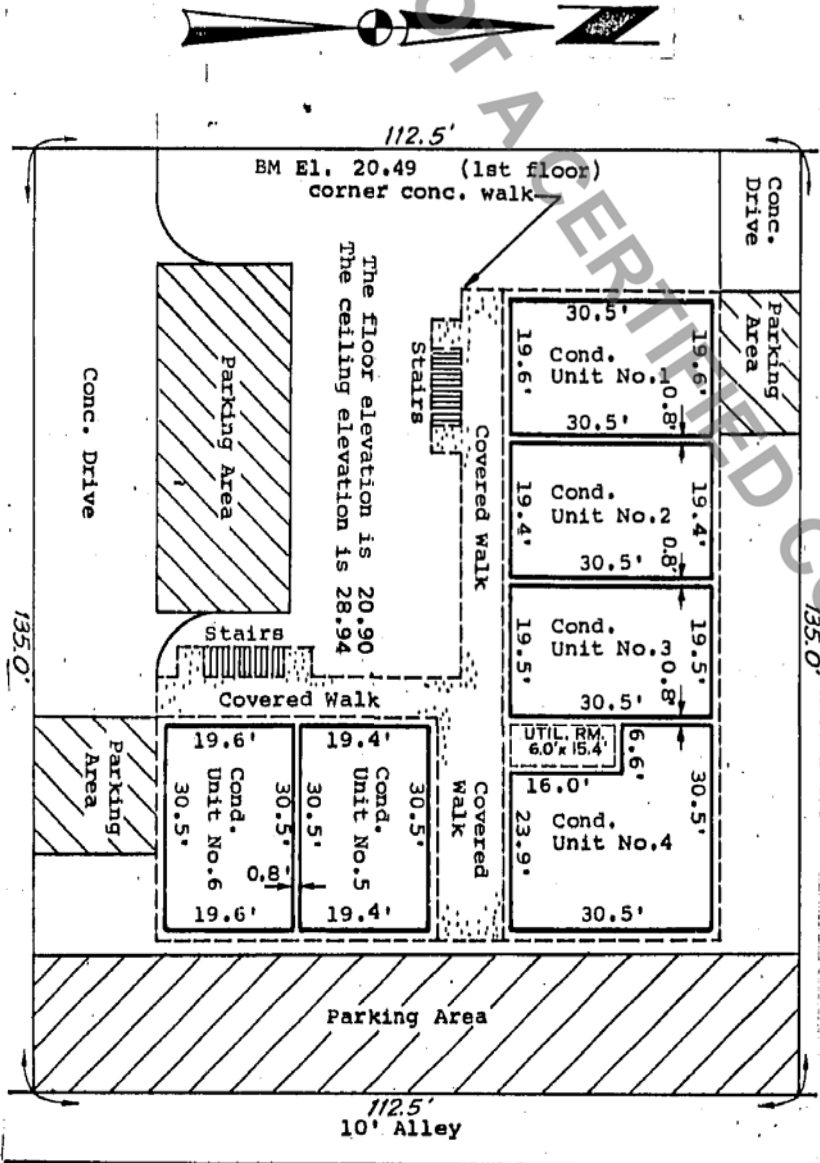


EXHIBIT "D"

LOCATION OF COMMON ELEMENTS & CONDOMINIUM UNITS 1-6  
AND LIMITED COMMON ELEMENTS  
1<sup>ST</sup> FLOOR  
HOVIANNA II APT'S.  
A CONDOMINIUM

I HEREBY CERTIFY That the plat shown hereon is a true and correct representation of a ~~part~~ <sup>CONDOMINIUM</sup> of the property described in the caption thereof, made under my direction, and is accurate to the best of my knowledge and belief and that there are no apparent encroachments, unless shown.

OFFICE OF THE ATTORNEY GENERAL  
RECORDS SECTION  
1971 PAGE 352

Registered Land Surveyor, Florida Certificate No. 2025

SCALE 1" = 20'

DA WVC

DATE	FIELD.
------	--------

**JOB NO. 71-291**

**WEIMER AND COMPANY**

**INCORPORATED**

**land surveyors and planners**

**PHONE 305 965-8900**

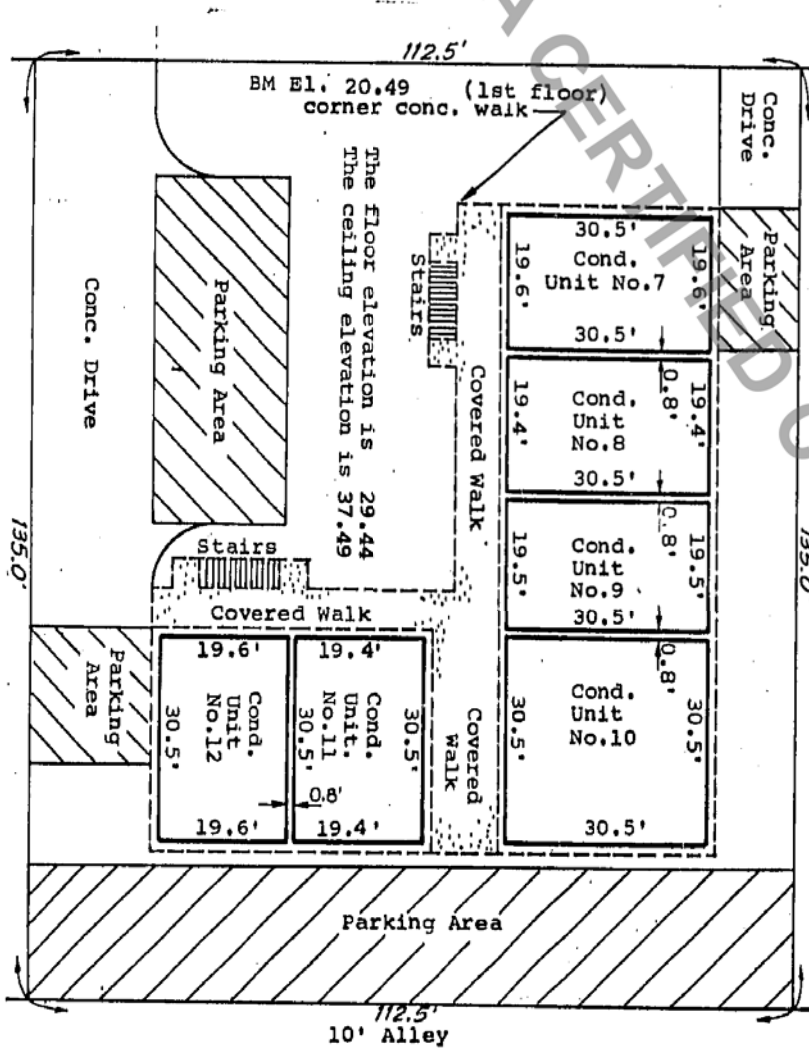
2588 FOREST HILL BOULEVARD • WEST PALM BEACH, FLORIDA 33406

SHEET 4 of 5

DWG. NO. **S-1291**

**LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY IS AS FOLLOWS:**

Lots 8 - 11, inclusive, together with the South 12.5 feet of Lot 12, Block 185, TOWNSITE OF LUCERNE, according to the plat thereof, as recorded in Plat Book 2, Pages 29 - 40, public records, Palm Beach County, Florida.



**HOVIANNA II APTS.  
A CONDOMINIUM**

**2ND FLOOR**

**EXHIBIT "D"**  
**LOCATION OF COMMON ELEMENTS & CONDOMINIUM UNITS**  
**AND LIMITED COMMON ELEMENTS**

I HEREBY CERTIFY That the plat shown hereon is a true and correct representation of a ~~condominium~~ of the property described in the caption thereof, made under my direction, and is accurate to the best of my knowledge and belief, and that there are no apparent encroachments, unless shown.

RECORDED 1971 PAGE 353

Registered Land Surveyor, Florida Certificate No. 2025

Recorded in O R Book &  
Record Verified  
Palm Beach County, Fla.,  
John B. Dunkle  
Clerk Circuit Court

SCALE 1" = 20'

OR WVC

DATE FIELD.

JOB NO. 71-291

**WEIMER AND COMPANY**

INCORPORATED

land surveyors and planners

PHONE 306 868-8900

2588 FOREST HILL BOULEVARD • WEST PALM BEACH, FLORIDA 33406

SHEET 5 of 5

DWG. NO. S-1291