

This instrument was prepared by  
and should be returned to:  
Robert B. Burr, Esq.  
Rossin & Burr, PLLC  
1665 Palm Beach Lakes Blvd.  
The Forum -- Suite 100  
West Palm Beach, FL 33401  
561-655-8994

**CFN 20240046252**  
**OR BK 34822 PG 516**  
RECORDED 2/9/2024 11:54 AM  
Palm Beach County, Florida  
Joseph Abruzzo, Clerk  
Pgs: 516 - 519; (4pgs)

**CERTIFICATE OF AMENDMENT TO THE AMENDED CONDOMINIUM  
DECLARATION OF HARBOUR TERRACE CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT TO THE AMENDED CONDOMINIUM  
DECLARATION OF HARBOUR TERRACE CONDOMINIUM is made by the HARBOUR  
TERRACE CONDOMINIUM CORPORATION, INC. ("Association").

**W I T N E S S E T H :**

WHEREAS, the original Condominium Declaration of Harbour Terrace  
Condominium was recorded commencing at Official Records Book 886, Page 655 of the  
Public Records of Palm Beach County, Florida, and established covenants running with  
the land therein described;

WHEREAS, the Amended Condominium Declaration of Harbour Terrace  
Condominium ("Amended Declaration") was recorded commencing at Official Records  
Book 2018, Page 421 of the Public Records of Palm Beach County, Florida, and further  
established covenants running with the land therein described;

NOW, THEREFORE, the President and Secretary of the Association hereby  
certify that:

1. The Amendments attached hereto as Exhibit "A" to the Amended Declaration  
have been approved by greater than seventy-five percent (75%) of the members of the  
Association. Further, the Amendments attached hereto as Exhibit "A" have been  
properly and duly approved the Board of Directors.

2. The Amendments attached hereto as Exhibit "A" have been properly and duly  
approved and adopted by the Association.

3. The Amendments attached hereto as Exhibit "A" shall run with the real  
property subject to the Amended Declaration and shall be binding on all parties having  
any

right, title or interest in the real property subject to the Declarations of Condominium, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned have signed this Certificate this 2 day of Nov, 2023

Witnesses (as to both):

HARBOUR TERRACE CONDOMINIUM CORPORATION, INC.

[Signature]  
Witness signature Printed Name

By: [Signature]  
Sam Valtri  
Association President

[Signature]  
Post office address: c/o Teem Property Mgmt.  
6699 N. Federal Hwy., Suite 105, Boca Raton, FL 33487

Post office address: c/o Teem Property Mgmt.  
6699 N. Federal Hwy., Suite 105, Boca Raton, FL 33487

[Signature]  
Witness signature

Attest: [Signature]  
Scott Hanley  
Association Secretary

Robert B. Bura  
Printed Name Post office address:  
1665 Palm Beach Lakes Blvd.,  
Suite 100, West Palm Beach, FL 33401

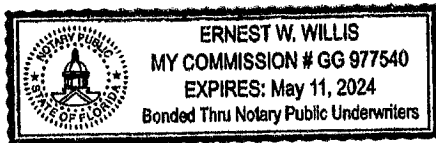
Post office address: c/o Teem Property Mgmt.  
6699 N. Federal Hwy., Suite 105, Boca Raton, FL 33487

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

by means of  physical presence or [ ] online notarization

The foregoing <sup>2023</sup> instrument was acknowledged before me this 2 day of Nov, 2023, by Sam Valtri as President and Scott Hanley as Secretary of Harbour Terrace Condominium Corporation, Inc., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or ~~have produced~~ [Signature] as identification.

[Signature]  
NOTARY PUBLIC, State of Florida



## EXHIBIT "A"

[Substantial rewording of Declaration. See existing Declaration for present text.]

The Declaration is amended by the addition of a new Section 10 which reads as follows:

### **"10. Floating Docks:**

A. The Association has a number of Unit Owners who want to launch and use personal watercraft, wave runners, kayaks and paddle boards from the Harbour Terrace common waterfront area. However, such Unit Owners essentially cannot do so at present because the dock and seawall are too high from the water level. A floating dock (which may also referred to as a docking platform or launch) which is low to the waterline and which would raise or lower with the tide would enable use of the waterfront area for personal watercraft, wave runners, kayaks and paddle boards.

B. The Association, by action of the Board of Directors and without the necessity of a Unit Owner vote, may approve Unit Owner(s) to mount floating docks off the face of the common dock for personal watercraft and wave runners. The Association's approval may include allowing such personal watercraft and wave runners to be stored on the floating dock.

C. The Association, by action of the Board of Directors and without the necessity of a Unit Owner vote, may approve Unit Owner(s) to mount a floating dock for kayak and paddleboard use on the East end of the building property line seawall or elsewhere if appropriate.

D. Installation of such floating docks shall require prior written Board approval and shall be on such terms as the Board determines appropriate. The use rights granted by the Board shall be non-permanent and may be structured as an assignment or lease as the Board determines appropriate. The common boat dock area or seawall to which the floating docks are attached shall remain common elements.

E. The Association shall require Unit Owners seeking to mount a floating dock to enter into an agreement with the Association on terms determined appropriate by the Board. The Association may require liability insurance and indemnification. The Association may charge rent or user fees in such amounts as the Board determines appropriate. The Association Board may adopt Rules and Regulations regarding use of the floating docks.

F. A personal watercraft or wave runner used or stored at the floating dock is required to be 100% owned by a Unit Owner and must be properly registered to the Unit Owner. Unit Owners are not permitted to rent use of the floating docks to non-Unit

Owners or otherwise let non-Unit Owners use the floating docks. Tenants or guests shall not be permitted to store personal watercraft or wave runners at the floating dock.

G. The Association by Board action may also receive ownership of floating docks or itself install floating docks and enter into agreements with Unit Owners regarding use of such floating docks on such terms as the Board deems appropriate.

H. The Association by action of the Board of Directors may designate a place on the common elements to allow Unit Owners to store kayaks and paddleboards or the Association may construct a storage rack or approve a storage rack being added.

I. To the extent the addition of floating docks, storage racks, personal watercraft, wave runners, kayaks and paddleboards could create a material alteration of the common elements, this Amendment (which is approved by seventy-five percent (75%) of the members of the Association) approves the addition of such floating docks, storage racks, or allowing such personal watercraft, wave runners, kayaks and paddleboards.”

**-End-**

MAY 1 2 05 PM '63

1963  
Condominium Declaration for Tract A of Harbour East Section 5, according to the plat thereof, recorded in Plat Book 27, Page 129, Public Records of Palm Beach County, Florida.

This Condominium Declaration is made at Boca Raton, Florida on this 27 day of March, 1963:

1. Definition of terms. For all purposes of this declaration the following terms shall have the meanings set forth below:

- A. "Corporation": Harbour Terrace, Inc., a Florida corporation.
- B. "Property": Tract A of Harbour East Section 5, according to the plat thereof, recorded in Plat Book 27, Page 129, Public Records of Palm Beach County, Florida.
- C. "Building": Structure located on the Property, consisting of 27 Apartments, General Common Areas and Restricted Common Areas (as the terms "Apartment", "General Common Area" and "Restricted Common Area" are herein-after defined), constructed pursuant to plans consisting of 12 sheets prepared by Gil Fein, A.I.A., under commission number 6211, copies of which plans are filed with the Building Department, City of Boca Raton, Florida, the Building and the various components thereof being located as shown in the survey, a copy of which is attached hereto as Exhibit A.

D. "Harbour Terrace": The Property and the Building.

E. "Apartment": Fee simple estate in Apartment unit area within the Building, as such area is located by and described in Exhibit A. The Apartment shall not be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the Apartment, the pipes, wires, conduits or other public utility lines running through the Apartment which are utilized for or serve more than one Apartment. All of the aforementioned items are included in the definition of General Common Area as herein-after set forth. The Apartment shall, however, include the walls and partitions contained within the Apartment and the inner decorated and/or finished surfaces of perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

F. "General Common Area": Fee simple estate in all of Harbour Terrace, less the 27 Apartments described in Exhibit A.

G. "Restricted Common Area": The portion of the General Common Area limited to the exclusive use and enjoyment of the owner of an Apartment, as such Restricted Common Area is identified in Exhibit A by a number corresponding to the Apartment, the ownership of which includes the exclusive use and enjoyment of such Restricted Common Area.

H. "Family Unit": Apartment and Restricted Common Area with corresponding number identified in Exhibit A, plus an undivided 1/27th of the General Common Area.

I. "Condominium": Harbour Terrace Condominium Corporation, a Florida corporation not for profit.

J. "By-Laws": Articles of Incorporation and By-Laws of the Condominium, attached as Exhibit B.

2. Declaration. The Corporation as the owner of Harbour Terrace and Condominium establishes by this Declaration a plan for the individual ownership of the 27 Family Units, imposing on Harbour Terrace as covenants to run with the land the covenants, restrictions, limitations, conditions and uses herein set forth.

3. Division of Harbour Terrace. Harbour Terrace is hereby divided into 27 Family Units numbered 101 through 106 inclusive, 108 through 112 inclusive, 114, 115, 201 through 212 inclusive, 214 and 215. Family Units shall herein-after be identified and for purposes of conveyance be described as:

Family Unit Number \_\_\_\_\_, according to the Condominium Declaration for Tract A of Harbour East Section 5, according to the plat thereof, recorded in Plat Book 27, Page 129, Public Records of Palm Beach County, Florida, as such Condominium Declaration is recorded in the Public Records of Palm Beach County, Florida in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, (indicating the recording information of this instrument).

For purposes of assessment and valuation, the Family Units are assigned and represent the percentage of the value of Harbour Terrace as set forth on the schedule attached hereto as Exhibit C.

4. Duties of the Condominium. The Condominium, pursuant to the By-Laws, shall manage Harbour Terrace, employing such personnel as are required to operate and maintain the Property, and shall adopt reasonable rules and regulations to govern the owners and/or occupants of the Family Units in the use of Harbour Terrace.

5. Conditions, restrictions, limitations and uses.

A. Membership in Condominium: An owner of a Family Unit shall automatically and by virtue of such ownership be a member of the Condominium (membership to be evidenced by a certificate of beneficial interest therein), and such owner shall remain a member of the Condominium until ownership of the Family Unit ceases, at which time membership in the Condominium shall automatically cease.

B. Assessments: The owner of each Family Unit shall pay monthly installments to the Condominium to provide for insurance, maintenance, taxes, care, upkeep, utilities and all other necessary expenditures for Harbour Terrace as determined by the Condominium pursuant to the By-Laws. Said payments shall be monthly in advance on the first day of every calendar month. The portion of assessments constituting provision for taxes and insurance shall be deposited by the Condominium as received in an escrow account with the holder of the earliest Savings and Loan Association, bank or insurance company mortgage (referred to hereinafter as "Institutional Mortgage") of record affecting the Property or any portion thereof. Such mortgagee shall have the absolute right by the terms of such escrow account to pay taxes and insurance accruing against the Property or any portion thereof as due from this escrow account.

C. Lien to secure assessment: The Condominium is hereby given a lien against each Family Unit securing payment or payments required in the preceding paragraph, provided, however:

I. Such liens shall be effective only upon recordation of an acknowledged statement of payments due in the office of the Clerk of the Circuit Court for Palm Beach County and service of a copy thereof upon the owner of the Family Unit there concerned in like manner as provided for service of mechanic's liens under the laws of the State of Florida.

II. Any action brought to foreclose such lien shall be commenced within one year following such recordation.

III. Excepting the portion thereof securing payment of taxes and insurance, such lien shall be subject and subordinate to and shall not affect the rights of the holder of any prior recorded encumbrance affecting such Family Unit made in good faith and for value. In the event of foreclosure of a first mortgage encumbering a Family Unit, the purchaser at such foreclosure sale shall not be liable for the share of the common expenses or assessments which accrued and became due prior to the acquisition of title at such foreclosure sale, as such common expenses or assessments are chargeable to such Family Unit under paragraph B above. Such unpaid share of common expenses or assessments shall be deemed a common expense collectible in equal shares from all of the Family Units excluding the unit acquired by the purchaser at such foreclosure sale.

IV. As such lien secures payment of taxes and insurance, it is and shall be prior and superior to any and all interests in and/or encumbrance of a Family Unit regardless of time of recording of such interest or encumbrance, and whether such interest or encumbrance presently exists or is hereafter created. So long as any Family Unit is encumbered by an Institutional Mortgage, the owner and holder of the earliest such Institutional Mortgage of record is hereby irrevocably designated as attorney-in-fact for the Condominium, with the power to foreclose such lien and apply the proceeds of foreclosure sale first to satisfy the lien foreclosed and costs assessed in such proceeding, and next pursuant to the instructions of the Court.

D. Liability for assessment in the event of sale: Except as provided in paragraph 5 C III above, in a conveyance of a Family Unit the purchaser of such Unit shall be jointly and severally liable with the seller for unpaid assessments as provided in paragraph 5 B above without prejudice to the purchaser's right to recover from his seller the portion of such assessments accrued prior to the closing on the purchase and sale of the individual Family Unit concerned. The Condominium shall provide acknowledged estoppel statements establishing the unpaid assessments against any Family Unit, and such statements shall be binding on the Condominium as to the purchaser.

E. Revocation of Declaration: This Declaration shall not be revoked nor shall any of the provisions herein be amended unless all of the owners of Family Units and the mortgagees of all of the mortgages encumbering Family Units unanimously agree as to such revocation or amendment by duly recorded instruments. This provision shall in no way limit amendment to the By-Laws in accordance with the terms thereof.

F. Easements: Appurtenant to each Family Unit is a perpetual easement for ingress and egress over the General Common Area and perpetual right or easement in common with all owners of Family Units to use and enjoy all General Common Areas and all facilities located thereon.

All Family Units are subject to and have appurtenant to them an easement for encroachments which now or hereafter exist caused by settlement or movement of the Building, or caused by minor inaccuracies in building or rebuilding, and a further easement for the maintenance of such encroachments so long as they may exist.

G. Exemption: No owner of a Family Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the General Common Area or by abandonment of his Family Unit.

H. Partition: To guaranty owners of Family Units the continuance of this Condominium plan, the General Common Area and/or Restricted Common Area shall remain undivided and no owner of a Family Unit shall bring any action for partition or division, except as otherwise permitted in paragraph 6 hereof.

I. Obligation to comply: The owner of each Family Unit (including the Corporation so long as the Corporation is the owner of one or more Family Units) shall make the payments required by and in all respects comply with the provisions of this Declaration, the By-Laws, and decisions and resolutions of the Condominium duly made pursuant to the By-Laws, and failure to make such payments and comply with such provisions, decisions or resolutions shall be grounds for action to recover sums due for damages for injunctive relief and/or lien foreclosure. In the event such action is required, relief shall include all costs incurred by the Corporation in enforcement, including attorneys' fees.

J. Sale of a Family Unit: Excepting sales by the Corporation, prior to the sale of a Family Unit the owner thereof shall deliver to the Condominium written notice of his intention to sell, including with such notice the terms of the sale and the name and address of the prospective purchaser. Within seven days of receipt of such notice, the Condominium may elect to purchase on the terms set forth in the notice (such election to purchase to be indicated in writing and posted in the United States mails on or before the seventh day after receipt by the Condominium of the notice); or, in the alternative, the Condominium may elect to remain silent, thus approving the sale pursuant to the notice. In the event the Condominium by its silence or otherwise approves the sale, the individual owner undertaking to sell the Family Unit concerned must complete the sale pursuant to the terms set forth in the notice, and any modification whatsoever in the terms of the prospective sale or the individual to whom the Family Unit is to be sold, shall cancel the former notice delivered and the owner shall thereafter be required to re-notice the Condominium as if no notice had theretofore been delivered hereunder. Failure to comply with the terms of this paragraph regarding sale of Family Units shall render any sale in violation hereof null and void and shall confer no title or interest whatsoever in the intended purchaser.

6. Insurance. The Condominium shall determine the insurance requirements for Harbour Terrace and shall purchase insurance pursuant to such determination. Policies acquired hereunder shall indicate by schedule or otherwise the names and addresses of the holders of all interests in Harbour Terrace and a description of the interest concerned. In the event of casualty loss, insurance proceeds shall be paid to the order of the Condominium for the portion of such loss affecting the General Common Areas, and to the order of the owner of an individual Family Unit and holders of mortgage liens affecting such Family Unit, as their interest may appear, to the extent that such loss affects the Apartment of such owner.

7. Destruction of the Building. In the event the General Common Area is partially destroyed, but not in excess of fifty per cent (as determined by the Condominium), all of the owners shall be obligated to rebuild in accordance with the plans for the Building filed with the City of Boca Raton, using the proceeds of any insurance monies due the respective owners and, if necessary, levying an assessment against the respective owners in equal shares for any sums needed to rebuild over and above monies received from said insurance. In the event the General Common Area is destroyed in excess of fifty per cent, the Family Unit owners may elect not to rebuild, provided seventy-five per cent of said owners are in accord. In the event the election is made not to rebuild, the covenant against partition contained in Paragraph 5 G hereof shall thereupon become null and void, and all sums received from the sale of Harbour Terrace if



sold, and all sums received from insurance covering the General Common Area shall be apportioned and paid to the Family Unit owners in proportion to their percentage of value as set in Paragraph 3 of this Declaration, subject only to the rights of the holders of outstanding mortgages.

8. Notice. For purposes of this Declaration, any notice required hereunder shall be deemed as properly given when deposited in the United States mails by certified mail, return receipt requested, addressed to the party required at the address last listed with the office of the Condominium.

9. Invalidation. Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, by judgment or Court order, shall in no wise affect any of the remaining part or parts hereof which are unaffected by said judgment or Court order, and same shall continue in full force and effect.

IN WITNESS WHEREOF, the Corporation has caused this instrument to be executed by its proper officers and its corporate seal affixed the day and year first aforesaid.

In the presence of:

*Anna E. Beasley*  
*Donald Mc*

HARBOUR TERRACE, INC.

By: *Malcolm Lazarus*  
Malcolm Lazarus, President

Attest:

*Morris Lazarus*  
Morris Lazarus, Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

SS:

Before me personally appeared MALCOLM LAZARUS and MORRIS LAZARUS, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named HARBOUR TERRACE, INC., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such officers, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 27 day of March, 1968.

*Donald Mc*  
Notary Public, State of Florida  
My commission expires 8-10-68

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

SS:

Before me personally appeared MALCOLM LAZARUS and MORRIS LAZARUS, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named corporation, and severally acknowledged to and before me that they executed such instrument, as such officers, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporation seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 29<sup>th</sup> day of April, 1968.

*Howard R. Scharlin*  
Notary Public, State of Florida

My com. expires:

AMENDED CONDOMINIUM DECLARATION

Amending that certain Condominium Declaration recorded in Official Record Book 886, Page 655 for Tract A of HARBOUR EAST SECTION 5, according to the plat thereof recorded in Plat Book 27, Page 129, Public Records of Palm Beach County, Florida.

This amended Condominium Declaration is made at Boca Raton, Florida, on this 11<sup>th</sup> day of April, 1972.

1. Definition of Terms: For all purposes of this declaration, the following terms shall have the meanings set forth below:

- A. "Corporation:" Harbour Terrace, Inc., a Florida corporation.
- B. "Property:" Tract A of Harbour East Section 5, according to the plat thereof, recorded in Plat Book 27, Page 129, Public Records of Palm Beach County, Florida.
- C. "Building:" Structure located on the Property, consisting of 27 Apartments, General Common Areas and Restricted Common Areas (as the terms "Apartment," "General Common Area" and "Restricted Common Area" are hereinafter defined), constructed pursuant to plans consisting of 12 sheets prepared by Gil Fein, A.I.A., under commission number 6211, copies of which plans are filed with the Building Department, City of Boca Raton, Florida, the Building and the various components thereof being located as shown in the survey, a copy of which is attached hereto as Exhibit A.
- D. "Harbour Terrace:" The Property and the Building.
- E. "Apartment:" Fee simple estate in Apartment unit area within the Building, as such area is located by and described in Exhibit A. The Apartment shall not be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the Apartment, the pipes, wires, conduits or other public utility lines running through the Apartment which are utilized for or serve more than one Apartment. All of the aforementioned items are included in the definition of General Common Area as hereinafter set forth. The Apartment shall, however, include the walls and partitions contained within the Apartment and the inner decorated and/or finished surfaces of perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.
- F. "General Common Area:" Fee simple estate in all of Harbour Terrace, less the 27 Apartments described in Exhibit A.
- G. "Restricted Common Area:" The portion of the General Common Area limited to the exclusive use and enjoyment of the owner of an Apartment, as such Restricted Common Area is identified in Exhibit A by a number corresponding to the Apartment, the ownership of which includes the exclusive use and enjoyment of such Restricted Common Area.
- H. "Family Unit:" Apartment and Restricted Common Area with corresponding number identified in Exhibit A, plus an undivided 1/27th of the General Common Area.
- I. "Condominium:" Harbour Terrace Condominium Corporation, Inc., a Florida corporation not for profit.
- J. "By-Laws:" Articles of Incorporation and By-Laws of the Condominium, attached as Exhibit B.

2. Declaration. The Corporation, as the original owner of HARBOUR TERRACE AND CONDOMINIUM, establishes by this Declaration a plan for the individual ownership of the 27 Family Units, imposing on HARBOUR TERRACE as covenants to run with the land the covenants, restrictions, limitations, conditions and uses herein set forth. The undersigned who are designated as owners are now the owners of all of the Family Units in HARBOUR TERRACE.

3. Division of Harbour Terrace. Harbour Terrace is hereby divided into 27 Family Units numbered 101 through 106 inclusive, 108 through 112 inclusive, 114, 115, 201 through 212 inclusive, 214 and 215. Family Units shall hereinafter be identified and for purposes of conveyance be described as:

Family Unit Number \_\_\_\_\_, according to the Condominium Declaration for Tract A of Harbour East Section 5, according to the plat thereof, recorded in Plat Book 27, Page 129, Public Records of Palm Beach County, Florida, as such Condominium Declaration as recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 886, Page 655, and as amended by Amended Condominium Declaration recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, (indicating the recording information of this instrument).

For purposes of valuation of Family Units, each is assigned and represents the percentage of the value of Harbour Terrace as set forth in the schedule attached hereto, as Exhibit C.

Each Family Unit shall have appurtenant thereto 1/27th of all of the common elements and each Family Unit shall be responsible for and subject to 1/27th of all common expenses and each such Family Unit shall own 1/27th of any common surplus.

4. Duties Of the Condominium. The Condominium, pursuant to the By-Laws, shall manage Harbour Terrace, employing such personnel as are required to operate and maintain the same, and shall adopt reasonable rules and regulations to govern the owners and/or occupants of the Family Units in the use of Harbour Terrace.

5. Conditions, restrictions, limitations, and uses.

A. Membership in Condominium: An Owner of a Family Unit shall automatically and by virtue of such ownership be a member of the Condominium (membership to be evidenced by a certificate of beneficial interest therein), and such owner shall remain a member of the Condominium until ownership of the Family Unit ceases, at which time membership in the Condominium shall automatically cease. The By-Laws shall provide for the voting rights of owners of Family Units. The owner or owners of a Family Unit shall not be entitled to more than one vote per Family Unit.

B. Assessments: The Owner of each Family Unit shall pay monthly installments to the Condominium to provide for insurance, maintenance, care, upkeep, utilities and all other necessary expenditures for Harbour Terrace as determined by the Condominium pursuant to the By-Laws. Said payments shall be monthly in advance on the first day of every calendar month.

C. Interest: Application of payments, Assessments and installments on such assessments paid on or before thirty (30) days after the date when due, shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10%) per cent per annum from the date when due until paid. All payments upon accounts shall be first applied to interest and then to the assessment payment first due.

D. Lien to secure assessment. The Condominium is hereby given a lien against each Family Unit, securing the payment of all assessments due or to become due, together with reasonable attorney's fees and costs incurred by the Condominium incident to the collection of such assessments or enforcement of such lien under the following terms and conditions:

I. Such liens shall be effective only upon recording of an acknowledged statement of payments due in the office of the Clerk of the Circuit Court of Palm Beach County and the serving of a copy thereof upon the owner of the Family Unit at the address shown by the records of the Condominium.

II. Liens for assessments may be foreclosed by suit brought in the name of the Condominium in like manner as the foreclosure of a mortgage on real property. In any such foreclosure, the owner of the Family Unit shall be required to pay a reasonable rental for the Family Unit as set forth hereinbelow. The Condominium shall have the power to purchase the Family Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the liens securing the same.

III. Such liens shall be subject to and subordinate to and shall not affect the rights of the holder of any prior recorded encumbrance affecting such Family Unit made in good faith and for value. In the event of foreclosure of a first mortgage encumbering a Family Unit, the purchaser at such foreclosure sale shall not be liable for the share of the common expenses or assessments which accrued and became due prior to the acquisition of title at such foreclosure sale, as such common expenses or assessments are chargeable to such Family Units under Paragraph B above. Such unpaid share of common expenses or assessments shall be deemed a common expense assessable and collectible in equal shares from all of the owners of Family Units, including the purchaser of the unit acquired at such foreclosure sale.

IV. Where and so long as any family unit is encumbered by an institutional mortgage, the owner and holder of the earliest such institutional mortgage of record is hereby irrevocably designated as attorney -in-fact for the Condominium, with the power to foreclose such lien and apply the proceeds of foreclosure sale first to satisfy the lien foreclosed and costs assessed in such proceedings and next, pursuant to the instructions of the Court.

V. Rental pending foreclosure. In any foreclosure of a lien for assessments, the owner of the Family Unit subject to the lien shall be required to pay a reasonable rental to the Condominium for the Family Unit and the Condominium shall be entitled to the appointment of a receiver to collect the same. Right to receive such rents shall begin upon the institution of a foreclosure suit.

E. Liability for assessment in the event of sale: Except as provided in Paragraph 5 D III above, in a conveyance of a Family Unit the purchaser of such Unit shall be jointly and severally liable with the seller for unpaid assessments as provided in Paragraph 5 B above without prejudice to the purchaser's right to recover from the seller the portion of such assessments accrued prior to the closing on the purchase and sale of the Family Unit concerned. The Condominium shall provide acknowledged stoppel statements establishing the unpaid assessments against any Family Unit, and such statements shall be binding on the Condominium as to the purchaser.

F. Revocation of Declaration: This Declaration shall not be revoked unless all of the owners of Family Units and the mortgagees of all of the mortgages of record encumbering

Family Units unanimously agree to such revocation by duly recorded instruments.

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

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

II. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Condominium or by a majority of the members of the Condominium. Directors and members not present in person or by proxy at the meeting considering the amendment, may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Amendments to this Declaration shall be by two-thirds vote of the membership.

III. Notwithstanding the foregoing, no amendment shall discriminate against any apartment owner or against any apartment or class or group of apartments, unless the apartment owner so affected shall consent thereto, in writing; and no amendment shall change any apartment, nor the share of the common elements appurtenant to such apartment, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. Paragraph 5 F and Paragraph 7 hereof shall not be amended unless the record owners of all Family Units and the holders of mortgages of record encumbering Family Units shall consent to such amendments in writing.

H. Easements: Appurtenant to each Family Unit is a perpetual easement for ingress and egress over the General Common Area and perpetual right or easement in common with all owners of Family Units to use and enjoy all General Common Areas and all facilities located thereon.

All Family Units are subject to and have appurtenant to them an easement for encroachments which now or hereafter exist caused by settlement or movement of the Building, or caused by minor inaccuracies in building or rebuilding, and a further easement for the maintenance of such encroachments so long as they may exist.

I. Exemption: No owner of a Family Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the General Common Area or by abandonment of his Family Unit.

J. Partition: To guarantee owners of Family Units the continuance of this Condominium plan, the General Common Area and/or Restricted Common Area shall remain undivided and no owner of a Family Unit shall bring any action for partition or division except as otherwise permitted in Paragraph 7 hereof.

K. Obligation to comply: The owner of each Family Unit (including the Corporation so long as the Corporation is the owner of one or more Family Units) shall make the payments required by and in all respects comply with the provisions of this Declaration, the By-Laws, and decisions and resolutions of the Condominium duly made pursuant to the By-Laws, and failure to make such payments and comply with such provisions, decisions or resolutions shall be grounds for action to recover sums due for damages for injunctive relief and/or lien foreclosure. In the event such action is required, relief shall include all costs incurred by the Corporation in enforcement, including attorney's fees.

L. Sale of a Family Unit: Prior to the sale of a Family Unit, the owner thereof shall deliver to the Condominium written notice of his intention to sell, including with such notice the terms of the sale and the name and address of the prospective purchaser. Such notice shall include the statement of the Condominium Declaration, the Condominium Certificate of Incorporation, By-Laws and Rules and Regulations. Such prospective purchaser shall supply the Condominium with reference information as may reasonably be required by the Condominium. Within twenty-one (21) days of receipt of such notice, the Condominium may elect to purchase such Family Unit on the terms set forth in the notice (such election to purchase to be indicated in writing and posted in the United States mails on or before the twenty-first (21st) day after receipt by the Condominium of the notice) or, in the alternative, the Condominium may (1) elect to remain silent, thus approving the sale pursuant to the notice, or (2) notify the seller that it is withholding approval of the sale (such notice to be given to the seller and posted in the United States mails on or before the twenty-first (21st) day following receipt by the Condominium of the notice), provided, however, that the Condominium shall not unreasonably withhold such approval. In the event the Condominium by its silence or otherwise approves the sale, the individual owner undertaking to sell the Family Unit concerned must complete the sale pursuant to the terms set forth in the notice and any modifications whatsoever in the terms of the prospective sale, or the individual to whom the Family Unit is to be sold, shall cancel the former notice delivered and the owner shall thereafter be required to re-notice the Condominium as if no notice had theretofore been delivered hereunder. Failure to comply with the terms of this paragraph regarding sale of Family Units shall render any sale in violation hereof null and void and shall confer no title or interest whatsoever in the intended purchaser.

~~On insurance, the Condominium shall determine the insurance requirements for Harbour Terrace and shall purchase insurance pursuant to such determination.~~

Policies acquired hereof the holders of all interests in Harbour Terrace and addresses of the interest concerned. In the event of casualty loss, insurance proceeds shall be paid to the order of the Condominium for the portion of such loss affecting the General Common Areas, and to the order of the owner of an individual Family Unit and holders of mortgage liens affecting such Family Unit, as their interest may appear, to the extent that such loss affects the Apartment of such owner.

7. Destruction of Building. In the event the General Common Area is partially destroyed, but not in excess of fifty (50%) per cent (as determined by the Condominium), all of the owners shall be obligated to rebuild in accordance with the plans for the Building filed with the City of Boca Raton, using the proceeds of any insurance monies due the respective owners and, if necessary, levying an assessment against the respective owners in equal shares for any sums needed to rebuild over and above monies received from said insurance. In the event the General Common Area is destroyed in excess of fifty (50%) per cent, the Family Unit owners may elect not to rebuild, provided seventy-five (75%) per cent of said owners are in accord. In the event the election is made not to rebuild, the covenant against partition contained in Paragraph 5 J hereof shall thereupon become null and void, and all sums received from the sale of Harbour Terrace if sold, and all sums received from insurance covering the General Common Area shall be apportioned and paid to the Family Unit owners in proportion to their percentage of value as set in Paragraph 3 of this Declaration, subject only to the rights of the holders of outstanding mortgages.

8, Notice For purposes of this Declaration, any notice required hereunder shall be deemed as properly given when deposited

in the United States mails by certified mail, return receipt requested, addressed to the party required at the address last listed with the office of the Condominium.

9. Invalidation. Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, by judgment or Court order, shall in no wise affect any of the remaining part or parts hereof which are unaffected by said judgment or Court order, and same shall continue in full force and effect.

IN WITNESS WHEREOF, we, the undersigned, being all of the individual owners of Family Units, have hereunto set our hands and seals and the corporate mortgagees have caused this instrument to be executed by its proper officers and its corporate seal affixed the day and year first aforesaid.

William R. Clark

James M. Isager

Witnesses as to: George B. Northcott and Alice S. Northcott, his wife; Harry Huthmacher and Gertrude Huthmacher, his wife; Thomas H. Kane and Nellie M. Kane, his wife; Minnie M. Isager, a single woman; John L. Burns and Anne C. Burns, his wife; Farewell J. Booker and Adeline K. Booker, his wife; Jessie A. Hawke, a single woman; Frank H. Tyson and Margaret A. Tyson, his wife.

George B. Northcott (Seal)  
George B. Northcott

Alice S. Northcott (Seal)  
Alice S. Northcott

Harry Huthmacher (Seal)  
Harry Huthmacher

Gertrude Huthmacher (Seal)  
Gertrude Huthmacher

Thomas H. Kane (Seal)  
Thomas H. Kane

Nellie M. Kane (Seal)  
Nellie M. Kane

Minnie M. Isager (Seal)  
Minnie M. Isager

John L. Burns (Seal)  
John L. Burns

Anne C. Burns (Seal)  
Anne C. Burns

Farewell J. Booker (Seal)  
Farewell J. Booker

Adeline K. Booker (Seal)  
Adeline K. Booker

Jessie A. Hawke (Seal)  
Jessie A. Hawke

Frank H. Tyson (Seal)  
Frank H. Tyson

Margaret A. Tyson (Seal)  
Margaret A. Tyson

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William Steinhilber

Kenneth W. Steinhilber

Witnesses as to: Erle Remington and Margaret S. Remington, his wife; John Kelly and Catherine Kelly, his wife; Stephen A. Quilhot and Margaret Quilhot, his wife; Wilbur T. Shinholser and Novella L. Shinholser, his wife; Hilda D. Greaves, a single woman; Howard C. Jacobson and Lucy R. Jacobson, his wife; Charles U. Harvey and Dorothy K. Harvey, his wife; Helen J. Lang, a single woman; Frank F. Enck and Gladys R. Enck, his wife; Walter G. Steinbrucker and Martha R. Steinbrucker, his wife; Harry J. Christensen and Eleanor Christensen, his wife.

Erle Remington (Seal)  
Erle Remington

Margaret S. Remington (Seal)  
Margaret S. Remington

John Kelly (Seal)  
John Kelly

Catherine Kelly (Seal)  
Catherine Kelly

Stephen A. Quilhot (Seal)  
Stephen A. Quilhot

Margaret Quilhot (Seal)  
Margaret Quilhot

Wilbur T. Shinholser (Seal)  
Wilbur T. Shinholser

Novella L. Shinholser (Seal)  
Novella L. Shinholser

Hilda D. Greaves (Seal)  
Hilda D. Greaves

Howard C. Jacobson (Seal)  
Howard C. Jacobson

Lucy R. Jacobson (Seal)  
Lucy R. Jacobson

Charles U. Harvey (Seal)  
Charles U. Harvey

Dorothy K. Harvey (Seal)  
Dorothy K. Harvey

Helen J. Lang (Seal)  
Helen J. Lang

Gladys R. Enck (Seal)  
Frank F. Enck

Gladys R. Enck (Seal)  
Gladys R. Enck

Walter G. Steinbrucker (Seal)  
Walter G. Steinbrucker

Martha R. Steinbrucker (Seal)  
Martha R. Steinbrucker

Harry J. Christensen (Seal)  
Harry J. Christensen

Eleanor Christensen (Seal)  
Eleanor Christensen



William C. Clark

Constance C. Hatcher

Witnesses as to: Irene Field, a single woman; John F. Springstead and Ruth Ward Springstead, his wife; John J. Hall and Vivian J. Hall, his wife; Grace D. Cotter, a single woman; Lorin L. Ferrall and Gladys Ferrall, his wife; Albert Mittleman, a single man; Grace A. Douglas, a single woman.

Irene Field (Seal)

John F. Springstead (Seal)

Ruth Ward Springstead (Seal)

John J. Hall (Seal)

Vivian J. Hall (Seal)

Grace D. Cotter (Seal)

Lorin L. Ferrall (Seal)

Gladys Ferrall (Seal)

Albert Mittleman (Seal)

Grace A. Douglas (Seal)

John F. Springstead (Seal)

Constance C. Hatcher (Seal)

Witnesses as to:

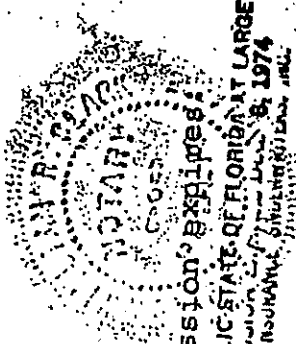
Robert Springstead  
John F. Springstead

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned Notary Public, personally appeared George B. Northcott and Alice S. Northcott, his wife; Harry Huthmacher and Gertrude Huthmacher, his wife; Thomas H. Kane and Nellie M. Kane, his wife; Minnie M. Isager, a single woman; John L. Burns and Anne C. Burns, his wife; Farewell J. Booker and Adeline K. Booker, his wife; Jessie A. Hawke, a single woman; Frank H. Tyson and Margaret A. Tyson, his wife; Erle Remington and Margaret S. Remington, his wife; John Kelly and Catherine Kelly, his wife; Stephen A. Quilhot and Margaret Quilhot, his wife; Wilbur T. Shinholser and Novella L. Shinholser, his wife; Hilda D. Greaves, a single woman; Howard C. Jacobson and Lucy R. Jacobson, his wife; Charles U. Harvey and Dorothy K. Harvey, his wife; Helen J. Lang, a single woman; Frank F. Enck and Gladys R. Enck, his wife; Walter G. Steinbrucker and Martha R. Steinbrucker, his wife; Harry J. Christensen and Eleanor Christensen, his wife; Irene Field, a single woman; John F. Springstead and Ruth Ward Springstead, his wife; John J. Hall and Vivian J. Hall, his wife; Grace D. Cotter, a single woman; Lorin L. Ferrall and Gladys Ferrall, his wife; Albert Mittleman, a single man; and Grace A. Douglas, a single woman; known to me to be the persons described in and who executed the foregoing Amended Condominium Declaration and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 5 day of April, 1972.



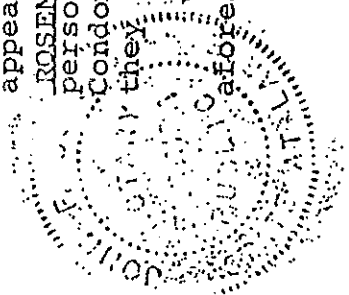
William C. Clark  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES 12-18-1974  
GENERAL INSURANCE SINGAPORE

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

Before me, the undersigned Notary Public, personally appeared JOHN ROSEMURGY and EVELYN ROSEMURGY, his wife, known to me to be the persons described in and who executed the foregoing Amended Condominium Declaration and they acknowledged before me that they executed the same for the purposes therein expressed.



WITNESS my hand and official seal in the State and County of Palm Beach this 11th day of April, 1974.

*Alan D. Bergman*  
Notary Public

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES NOV. 15, 1974  
BONDED THROUGH FRED W. DIESTELHORST

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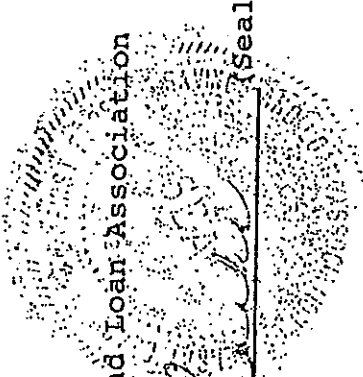
CONSENT TO AMENDED CONDOMINIUM DECLARATION

The undersigned, being the holder of a mortgage or mortgages on an apartment or apartments located in Harbour Terrace Condominiums, as shown by the Declaration of Condominium thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Official Records Book 886, page 655, do hereby approve the foregoing Amended Condominium Declaration and consent to the filing of same in the Public Records of Palm Beach County, Florida.

Dated this 25<sup>th</sup> day of April, 1972.

Witnesses:

Suzanne M. Miller  
Pamela C. Wolf



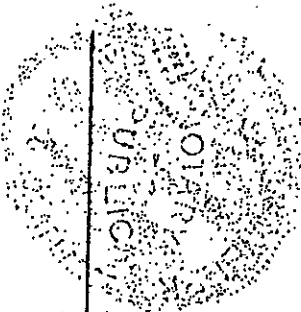
First Federal Savings and Loan Association  
of Delray Beach

BY: Pamela C. Wolf (Seal)  
Vice President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me, the undersigned Notary Public, personally appeared Corinne Brooks, known to me to be the Vice President of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DELRAY BEACH, and the person who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein expressed, as the act of said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DELRAY BEACH.

WITNESS MY HAND AND OFFICIAL SEAL in the State and County  
aforesaid this 25<sup>th</sup> day of April, 1972.



Suzanne M. Miller  
Notary Public

My commission expires:

Notary Public State of Florida at Large  
My Commission Expires Sept. 16, 1975

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CONSENT TO AMENDED CONDOMINIUM DECLARATION

The undersigned, being the holder of a mortgage or mortgages on an apartment or apartments located in Harbour Terrace Condominiums, as shown by the Declaration of Condominium thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Official Records Book 886, page 655, do hereby approve the foregoing Amended Condominium Declaration and consent to the filing of same in the Public Records of Palm Beach County, Florida.

Dated this 27 day of April, 1972.

Witnesses:

Richard H. Dummer

Barbara M. Selge

Boca Raton Federal Savings and Loan Association

BY: [Signature]  
Vice President

(Seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH

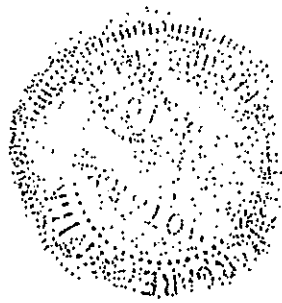
Before me, the undersigned Notary Public, personally appeared RICHARD H. DUMMER, known to me to be the Vice President of BOCA RATON FEDERAL SAVINGS AND LOAN ASSOCIATION, and the person who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein expressed, as the act of said BOCA RATON FEDERAL SAVINGS AND LOAN ASSOCIATION.

WITNESS MY HAND AND OFFICIAL SEAL in the State and County aforesaid this 27 day of April, 1972.

[Signature]  
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 24, 1973  
BONDED THRU FRED W. DIESTERHOEF



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CONSENT TO AMENDED CONDOMINIUM DECLARATION

The undersigned, being the holder of a mortgage or mortgages on an apartment or apartments located in Harbour Terrace Condominiums, as shown by the Declaration of Condominium thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Official Records Book 886, page 655, do hereby approve the foregoing Amended Condominium Declaration and consent to the filing of same in the Public Records of Palm Beach County, Florida.

Dated this 16th day of May, 1972.

Witnesses:

[Signature]

[Signature]



Chase Federal Savings and Loan Association

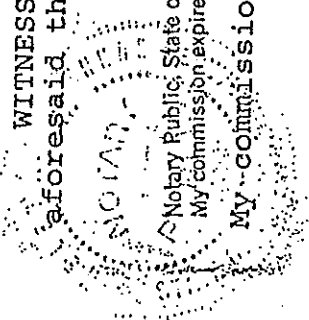
BY: [Signature]  
Ass't. Vice President (Seal)

STATE OF FLORIDA

COUNTY OF DADE

Before me, the undersigned Notary Public, personally appeared Gene Wakefield, known to me to be the Vice President of CHASE FEDERAL SAVINGS AND LOAN ASSOCIATION and the person who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein expressed, as the act of said CHASE FEDERAL SAVINGS AND LOAN ASSOCIATION.

WITNESS MY HAND AND OFFICIAL SEAL in the State and County of DADE on this 16th day of May, 1972.



[Signature]  
Notary Public

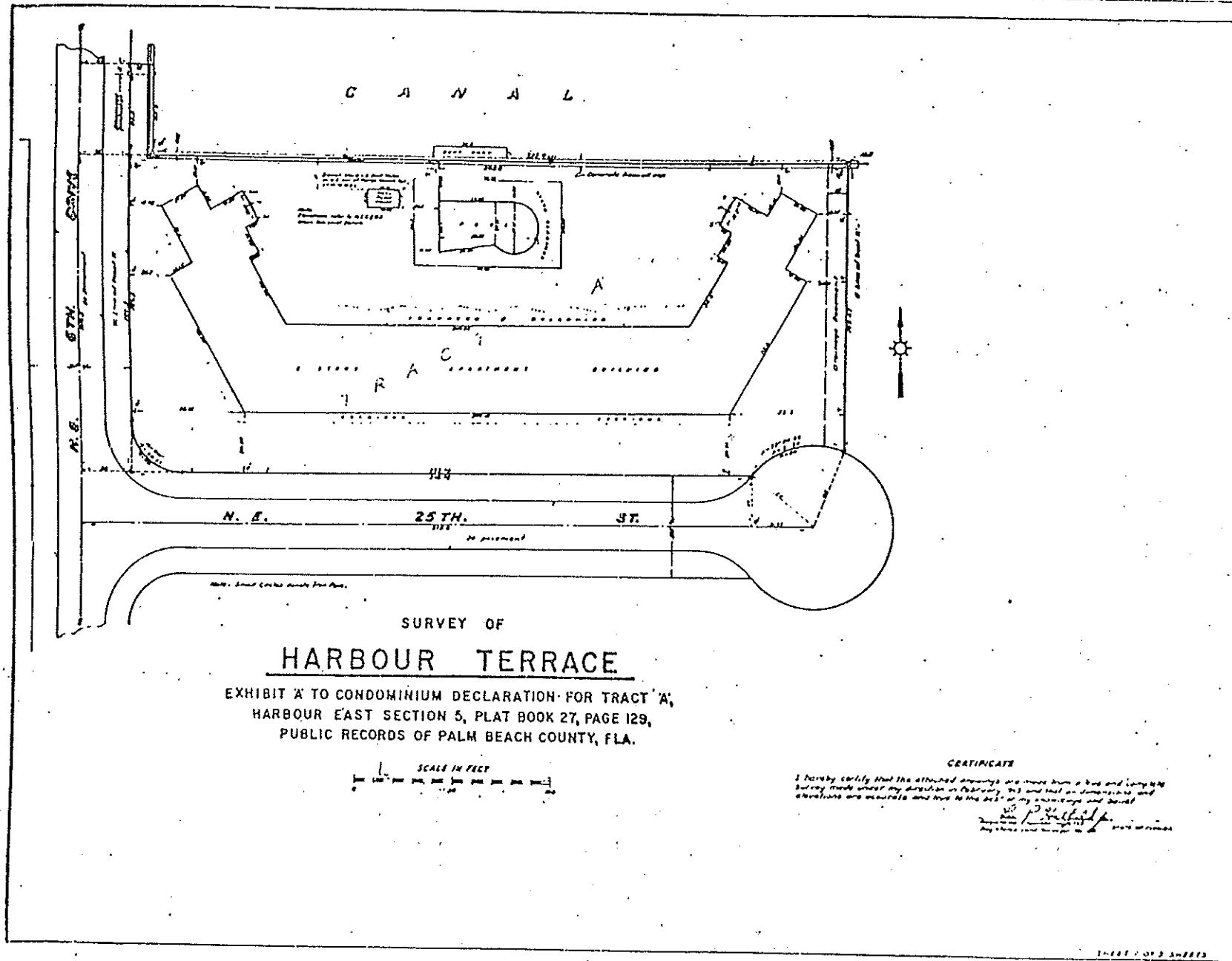
Notary Public, State of Florida at large  
My commission expires Dec. 22, 1974

My commission expires:

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FILED 877 PAGE 847  
RECORDED  
FILED 886 PAGE 660  
RECORDED

EXHIBIT "A"



SURVEY OF  
**HARBOUR TERRACE**  
EXHIBIT A TO CONDOMINIUM DECLARATION FOR TRACT A,  
HARBOUR EAST SECTION 5, PLAT BOOK 27, PAGE 129,  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLA.

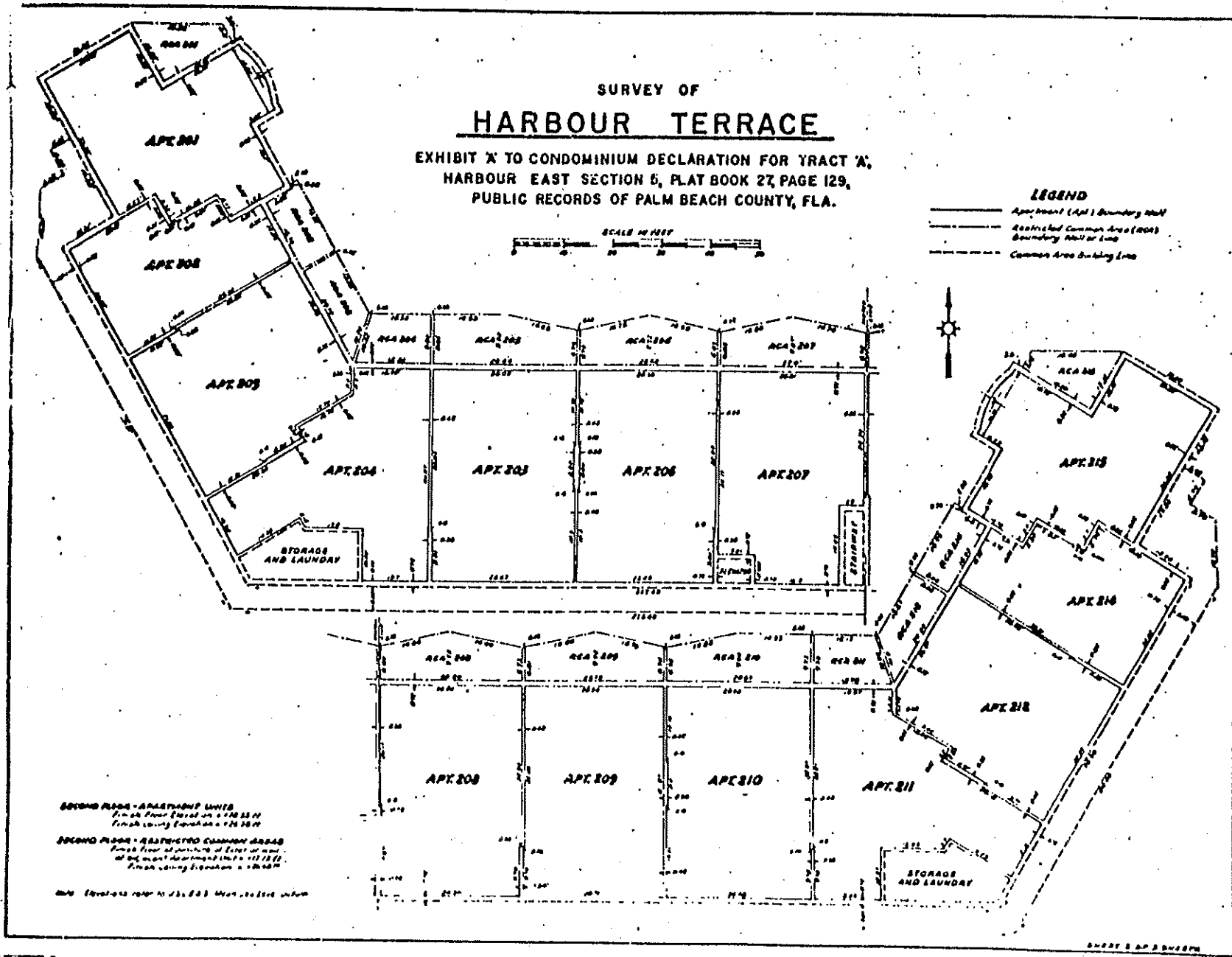
SCALE IN FEET  
1" = 100'

**CERTIFICATE**  
I hereby certify that the attached drawings are true and complete  
being made under my direction in February, 1981 and that all dimensions and  
locations are accurate and true to the best of my knowledge and belief.  
*[Signature]*  
Surveyor

SEE FILED RECORDS 2018 PAGE 433

FILE 877 PAGE 849  
FILE 886 PAGE 662

EXHIBIT "A"



RECORDED 2018 PAGE 435

EXHIBIT "C"

SCHEDULE OF FAMILY UNIT VALUES FOR PURPOSES OF ASSESSMENT AND VALUATION

(This Exhibit is a part of Condominium Declaration for Tract A, HARBOUR EAST, SECTION 5, according to the plat thereof, recorded in Plat Book 27, Page 129, Public Records of Palm Beach County, Florida.)

APARTMENT NUMBER                      PERCENTAGE OF TOTAL VALUE OF HARBOUR TERRACE

101	4.35
201	4.58
102	2.48
202	2.71
103	3.72
203	3.96
104	3.10
204	3.34
105	3.88
205	4.11
106	3.88
206	4.11
207	3.57
108	3.88
208	4.11
109	3.88
209	4.11
110	3.88
210	4.11
111	3.10
211	3.34
112	3.72
212	3.96
114	2.48
214	2.71
115	4.35
215	4.58
	<u>100.00%</u>

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

Recorded in Official Record Book  
of Palm Beach County, Florida

J ALEX ARNETTE  
CLERK OF CIRCUIT COURT

CLERK OF RECORDS 2018 PAGE 448



## CONDOMINIUM DOCUMENTS

1. "Frequently Asked Questions and Answers" (1994)
2. Condominium Declaration (1963)
3. Certificate of Incorporation (1963)
4. Amended Condominium Declaration (1972)  
Amendments (February 7, 1994)
5. By-Laws (1970)  
Amendments (1974, 1977, 1981, 1985, 1987, 1990 and 1992)
6. Rules and Regulations (October, 1993)

This instrument is re-recorded to include as a portion of Exhibit B a conformed copy of the Articles of Incorporation which were omitted in error from the original recordation of this instrument.

CERTIFICATE OF INCORPORATION

of

HARBOUR TERRACE CONDOMINIUM CORPORATION

We, the undersigned, desiring to form a corporation not for profit pursuant to Chapter 617 of the Florida Statutes, do hereby make, subscribe and acknowledge this Certificate for that purpose, as follows:

ARTICLE 1.

CORPORATE NAME: The name of this corporation shall be HARBOUR TERRACE CONDOMINIUM CORPORATION.

ARTICLE 2.

DEFINITIONS: For purposes of these Articles of Incorporation, the following terms shall have the meanings set forth below:

- A. "Corporation": Harbour Terrace Condominium Corporation, as here incorporated.
- B. "Property": Tract A of HARBOUR EAST, SECTION 5, according to the plat thereof, recorded in Plat Book 27, Page 129, Public Records of Palm Beach County, Florida.
- C. "Building": Structure located on the Property consisting of 27 apartments, General Common Area, and Restricted Common Area (as the terms "Apartment", "General Common Area" and "Restricted Common Area" are hereinafter defined).
- D. "Harbour Terrace": The Property and Building.
- E. "Condominium Declaration": Condominium Declaration for the Property dated the \_\_\_ day of March, 1963, a copy of which has been recorded in the Public Records of Palm Beach County, Florida.
- F. "Apartment": Fee simple estate in Apartment unit area within the Building, as more particularly described in the Condominium Declaration.
- G. "General Common Area": Fee simple estate in all of Harbour Terrace, less the 27 apartments.
- H. "Restricted Common Area": That portion of the General Common

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RECORDED 2018 PAGE 436

Area limited to the exclusive use and enjoyment of the owner of an Apartment, as such Restricted Common Area is identified in the Condominium Declaration.

I. "Family Unit": Apartment and Restricted Common Area with corresponding number plus an undivided 1/27th of the General Common Area.

ARTICLE 3.

Purposes:

- A. To create a corporation to manage Harbour Terrace for the benefit of the owners of each Family Unit, and to acquire all real and personal property that may be required in connection therewith, and to engage in no other business than the operation and management of Harbour Terrace, all on a non-profit basis.
- B. To operate, maintain, improve, and to sell, convey and assign any real estate and any personal property necessary to the operation of Harbour Terrace.
- C. To borrow money and issue evidences of indebtedness in the furtherance of any or all of the objects of its business; to secure the same by mortgage, deed of trust, pledge or other lien.
- D. To enter into, perform and carry out contracts of any kind necessary to or in connection with or incidental to the accomplishment of any one or more of the purposes of the Corporation.

ARTICLE 4.

Qualification of Members: Membership in the Corporation shall automatically accompany ownership of a Family Unit, and such membership shall automatically terminate upon disposition by member of his interest in a Family Unit.

ARTICLE 5.

TERM OF EXISTENCE: The Corporation shall have perpetual existence.

ARTICLE 6.

The name and residence address of each of the subscribers to this Certificate of Incorporation are as follows:

MALCOLM LAZARUS

Miami Beach, Florida

MORRIS LAZARUS

Miami Beach, Florida

HOWARD R. SCHARLIN

Miami, Florida

ARTICLE 7.

**DIRECTORS AND OFFICERS:** The Corporation shall have an odd number of directors, not less than five nor more than nine, elected by the members from among themselves, excepting, however, that until the first annual meeting of members the Board of Directors shall consist of three directors who shall act as such until their successors are duly chosen and qualified. These directors are:

MALCOLM LAZARUS

Miami Beach, Florida

CHARLES E. CROCKETT

Boca Raton, Florida

MORRIS LAZARUS

Miami Beach, Florida

At the first annual meeting of members, the Board of Directors shall be increased to nine and divided into three classes. Members shall elect from among themselves three directors of the first class for a term of one year, three directors of the second class for a term of two years, and three directors of the third class for a term of three years. At the expiration of the respective terms, successors shall be elected for terms of three years.

At the first meeting of the Board of Directors after the first annual meeting of members, the directors shall elect from among themselves four officers who shall serve for terms of one year, performing duties as set forth in the By-Laws. Until such first election of officers, the following shall serve:

MALCOLM LAZARUS

President

SAMUEL LAZARUS

Vice President

CHARLES E. CROCKETT

Vice President

MORRIS LAZARUS

Secretary and Treasurer

ARTICLE 8.

**BY-LAWS:** The By-Laws of the Corporation are to be made by the Directors designated by this Certificate of Incorporation to serve until the first annual meeting of members. The By-Laws may be amended at any time by a majority of the vote of the Board of Directors, subject to ratification by a

majority of the members.

ARTICLE 9.

AMENDMENT OF ARTICLES OF INCORPORATION: These Articles of Incorporation may be amended in the manner provided by law.

ARTICLE 10.

VOTING RIGHTS OF MEMBERS: There shall be one vote for each Family Unit, such vote to be exercisable by the owner or owners thereof.

IN WITNESS WHEREOF, we have made, executed and acknowledged this Certificate on this \_\_\_ day of March, 1963.

In the presence of:

\_\_\_\_\_  
MALCOLM LAZARUS

\_\_\_\_\_  
MORRIS LAZARUS

\_\_\_\_\_  
HOWARD R. SCHARLIN

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF DADE )

BEFORE ME, the undersigned authority, personally appeared MALCOLM LAZARUS, MORRIS LAZARUS and HOWARD R. SCHARLIN, to me well known and known to me to be the persons described in and who executed the foregoing Certificate of Incorporation, and acknowledged to and before me that they executed said instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal this \_\_\_ day of March, 1963.

\_\_\_\_\_  
Notary Public, State of Florida  
My commission expires:

RE:  
Recording in District Record Book  
of Palm Beach County, Florida  
J. ALEX. ARNETTE  
CLERK OF CIRCUIT COURT

## HARBOUR TERRACE CONDOMINIUM CORPORATION, INC.,

a Florida Non-Profit Corporation.

## ARTICLE 1

Definition of terms. For purposes of these By-Laws, terms defined in the Certificate of Incorporation shall have like meaning herein.

## ARTICLE 2

Membership. Any person acquiring ownership of a Family Unit shall automatically by such acquisition become a member of this Corporation, such membership to continue until disposition by such member of title to the Family Unit concerned.

## ARTICLE 3

Meetings of members.

Section 1: Meetings of membership shall be at Harbour Terrace.

Section 2: Annual Meetings. The first annual meeting of the Corporation shall be held on the first Monday in June 1963; succeeding annual meetings of the Corporation shall be held on the first Monday in February in each succeeding year. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Section 3 of Article 4 of these By-Laws. The members may also transact such other business as may properly come before them.

Section 3: Special Meetings. It shall be the duty of the President to call a special meeting of the Corporation as directed by resolution of the Board of Directors or upon petition signed by twenty per cent of the members having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting excepting as stated in the notice.

Section 4: Notice of Meetings. It shall be the duty of the Secretary to mail to each member a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held. Such notice shall be mailed to the members at their last known address at least ten but not more than forty days prior to such meeting. Mailing of notice in the manner provided for in this section shall be considered as notice served.

Section 5: Quorum. The presence in person of a majority of the members of the Corporation shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of members.

Section 6: Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present in person may, except as otherwise provided by law, adjourn the meeting to a time not less than 48 hours from the time of the original meeting, and those who attend such adjourned meeting, although less than a majority of the membership, shall nevertheless constitute a quorum for the purpose of said meeting, provided at least twenty-five percent of the membership is present in person.

Section 7: Voting. At every meeting of members, each member present in person shall have the right to cast one vote for

each Family Unit owned by such member on all questions coming before the meeting. (In no event shall there be more than one vote for any Family Unit.) A majority of the votes cast shall decide any questions brought before such meeting unless the question is one upon which, by express provision of statute or the Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall control.

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

- A. Roll call.
- B. Proof of notice of meeting, or waiver of notice.
- C. Reading of minutes of preceding meeting
- D. Reports of officers.
- E. Reports of committees.
- F. Election of inspectors of election.
- G. Election of directors.
- H. Unfinished business.
- I. New business.

#### ARTICLE 4

#### Directors.

Section 1: Number and qualifications. The affairs of the Corporation shall be governed by a Board of Directors composed of an odd number, not less than five nor more than nine persons, all of whom shall be members of the Corporation, except as may be provided to the contrary in Article 7 of the Certificate of Incorporation.

Section 2: Powers and duties. The Board of Directors shall have powers and duties necessary for the administration of the affairs of the Corporation, and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers of the Board of Directors shall include but not be limited to:

A. Accept or reject the right to purchase offered pursuant to paragraph 5 L of the Condominium Declaration.

B. Prepare and adopt an annual operating budget to include provision for operation, maintenance, upkeep, care, insurance and all other necessary expenditures for Harbour Terrace.

C. Assess each Family Unit 1/27th of the annual budget established in Paragraph B above, such annual assessment to be payable and collected in twelve equal installments, monthly in advance.

D. Establish such special assessments as may be required to pay deficits in the operating budget of Harbour Terrace and to meet unusual expenses which from time to time may occur.

E. Assume care, upkeep and surveillance of Harbour Terrace, including employment of necessary personnel and acquisition of the necessary equipment and facilities. The Directors may employ a management company upon such terms and conditions as they may deem appropriate to provide all or any portion of the services and duties included in the care, upkeep, maintenance, and management of Harbour Terrace.

F. Promulgate such rules and regulations pertaining to the use and occupancy of the Family Units as may be proper and which are consistent with these By-Laws, the Certificate of Incorporation and the Condominium Declaration.

Section 3: Election and term of office. Until the first annual meeting of members the Board of Directors shall consist of three Directors as named in the Certificate of Incorporation. Thereafter at the first annual meeting of members, the Board of Directors shall be increased to nine and shall be divided into three classes. Members shall elect from among themselves three directors of the first class for a term of one year, three directors of the second

class for a term of two years, and three directors of the third class for a term of three years. At the expiration of the initial term of office of each respective director, his successor shall be elected to a term of three years. These directors shall hold office until their successors have been elected and had their first meeting.

Section 4: Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the membership shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected by the members at the next annual meeting.

Section 5: Removal of directors. Any one or more of the directors elected by the members may be removed for cause at any time by a vote of the majority of the entire membership at any regular or special meeting duly called, and a successor may then and there be elected upon majority vote of the membership present to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting considering his removal.

Section 6: Compensation. No compensation shall be paid to directors for their services as such. No remuneration shall be paid to a director for services performed by him for the Corporation in any other capacity unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 7: Organization meeting. The first meeting of a newly elected Board of Directors shall be held within ten days of election at such place as shall be fixed by the Directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

Section 8: Regular meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director personally or by mail, telephone or telegraph at least three days prior to the day named for such meetings.

Section 9: Special meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three directors.

Section 10: Waiver of notice. Before any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at a meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11: Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.



Section 12: New Board of Directors. The provisions of Section 3 of this Article notwithstanding, the Board of Directors designated in the Certificate of Incorporation shall continue to serve until the time provided in the said Section 3 or until eighteen Family Units have been sold and conveyed to individual purchasers, whichever time shall last occur.

#### ARTICLE 5

##### Officers.

Section 1: Designation. The principal officers of the Corporation shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2: Election of officers. The officers of the Corporation shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3: Removal of officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4: President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to the power to appoint committees from among the membership from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5: Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6: Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Corporation; he shall have the custody of the seal of the Corporation; he shall have charge of the stock transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7: Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Corporation in such depositories as may from time to time be designated by the Board of Directors.

#### ARTICLE-6

Evidence of membership. The Corporation shall issue to the owner of each Family Unit a certificate of membership, which certificate shall recite the name of the owner and the Family Unit owned. The certificate of membership shall be cancelled without action of any party upon disposition by such owner of his interest in the Family

Unit concerned. The corporation shall maintain a record book reflecting from day to day the names of the owners of each of the twenty-seven Family Units, the Family Unit number which such members own, and the date of their respective acquisitions thereof.

#### ARTICLE 7

Amendments. These By-Laws may be amended at any time by a majority of the vote of the Board of Directors, subject to ratification by a majority of the members.

#### ARTICLE 8

Corporate seal. The Board of Directors shall provide a suitable corporate seal containing the name of the Corporation, which seal shall be in charge of the Secretary. If so directed by the Board of Directors, a duplicate of the seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

#### ARTICLE 9

##### Fiscal management.

Section 1: Fiscal year. The fiscal year of the Corporation shall begin on the first day of January every year, except that the first fiscal year of the Corporation shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2: Books and accounts. Books and accounts of the Corporation shall be kept under the direction of the Treasurer.

Section 3: ~~At the close of each fiscal year, the books and records of the Corporation shall be audited by an Auditing Committee of three members, none of whom shall be members of the Board of Directors.~~ Said Auditing Committee shall be appointed by the President and approved by the Board of Directors. Such Auditing Committee shall make its report prior to the annual meeting of the members and, based upon such reports, the Corporation shall furnish its members with a statement of income and disbursements for the preceding year at each annual meeting of the Corporation.

#### ARTICLE 10

##### Obligations of members.

Section 1: Assessments. All owners of Family Units are obligated to pay promptly, in monthly installments, the assessments imposed by the directors pursuant to Paragraphs B and C, Section 2, Article 4 hereof, such assessments to be payable and to be secured as provided in the Condominium Declaration.

Section 2: Maintenance and repair.

A. Every member must perform promptly all maintenance and repair work within his own Family Unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

B. All the repairs of internal installations of the Family Unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the Family Unit area shall be at the member's expense.

C. A member shall reimburse the Corporation for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

Section 3: Use of Family Units; subletting; internal changes.

A. All Family Units shall be utilized for residential purposes only.

B. No member shall lease his Family Unit unless he has previously obtained the approval of the Corporation. To obtain such approval, the member shall inform the Corporation, in writing, through the Management Agent (if any), or through the President of the Board of Directors if no Management Agent is employed. So that the Corporation may consider the request to lease, the member shall inform the Corporation, in writing, of the lessee's name and address, details of the proposed lease, and furnish pertinent reference information supplied by the lessee, as requested by the Corporation. The member shall include a statement that the lessee has been furnished with copies of the Condominium Certificate of Incorporation, the Condominium Declaration, the By-Laws and the Rules and Regulations, and that such lessee has agreed to abide by them. If the Corporation does not answer to such notice within twenty-one (21) days from receiving same, authorization to lease shall be deemed to have been granted. Such authorization shall not unreasonably be withheld by the Corporation. If an owner leases his Family Unit without first obtaining such authorization as required by this Section, such lease shall be null and void, and the Condominium shall have the right to remove the tenants and such owner and tenants shall be jointly liable for damages and any expenses which the Corporation or any other owners may incur as a result of such rental. Executed copies or photocopies of executed leases shall be filed with the Corporation on or before the date the lease becomes effective.

C. A member shall not make structural modifications or alterations in his Family Unit or installations located therein without approval of the Corporation in writing. Within ten days of written request for such approval, the Corporation shall approve or disapprove the modification or alteration proposed, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. "Alteration" as used herein includes all decoration and/or improvement of the Family Unit visible from the exterior of the Building.

Section 4: Use of General Common Area. A member shall not place or cause to be placed in the General Common Area any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

Section 5: Right of entry.

A. A member shall grant the right of entry to the Management Agent or to any other person authorized by the Board of Directors or the Corporation in case of any emergency originating in or threatening his Family Unit, whether the member is present at the time or not.

B. A member shall permit other members, or their representatives, when so required, to enter his Family Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the member. In case of an emergency, such right of entry shall be immediate.

Section 6: Rules of conduct.

A. No resident of Harbour Terrace shall place or post any laundry, advertising or posters of any kind in or on the General Common Area except as authorized by the Corporation.

B. Members shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers which may disturb other residents.

C. No pet or other animal shall be kept or maintained in any Family Unit.

D. Use of the parking areas designated in the General Common Areas shall be limited to passenger automobiles, and such use shall be in strict compliance with rules and regulations imposed by the Corporation.

Section 7: Compliance by members. Members shall comply promptly with all rules, regulations and requirements included in or made pursuant to the Condominium Declaration, Certificate of Incorporation or these By-Laws. Compliance may be enforced and/or damages obtained by the Corporation in appropriate court action or otherwise, and, in the event the Corporation is required to employ an attorney to enforce the terms hereof, the member shall be obligated to reimburse the Corporation any expenditure so made or incurred.

#### ARTICLE 11

##### Mortgagees.

Section 1: Notice to Corporation. A member who mortgages his Family Unit shall notify the Corporation through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee, and the Corporation shall maintain such information in a book entitled "Mortgagees of Family Units".

Section 2: Rights of mortgagees. If a member mortgages his Family Unit, he shall not be permitted to modify, alter or change the physical aspect of the Family Unit without the written authorization of the mortgagee, and shall not vote for the modification, alteration or revocation of any clause or condition of these By-Laws without previous authorization, in writing, by the mortgagee. The Corporation shall require the written approval of the mortgagee listed in the "Mortgagees of Family Units" book as a condition to the acceptance of a vote on any of the foregoing matters by a member who has a mortgage covering his Family Unit.

#### ARTICLE 12

Boat docks. As available, the Corporation may sell, at its cost, to members as Restricted Common Area appurtenant to a member's Family Unit, docking facilities in the Intracoastal Waterway adjacent to the Property. Construction and installation of such docking facility shall be performed by the Corporation and then sold by the Corporation, at its cost, to a member approved by the Corporation. Upon such purchase by a member, the transaction shall be recorded in the minute books of the Corporation, together with a survey locating the docking facility, and thereafter such facility shall be a portion of the Restricted Common Area owned by the member concerned. The maintenance of such facility shall be at the expense of the purchasing member. If a member fails to maintain the dock owned in a manner satisfactory to the Corporation, the Corporation may provide any necessary maintenance or repairs and include any expense so incurred in the monthly assessment imposed by the Corporation on such member. Any lease of a Family Unit shall include the dock owned by the owner of the Family Unit and no dock shall be leased otherwise. In the event the owner of a Family Unit desires to sell his dock, it must be sold back to the Corporation, at his cost, or a mutually agreed upon price, and the Corporation may then sell it, at its cost, to another member, as Restricted Common Area appurtenant to such member's Family Unit. Docks shall not be used except as required in the operation of a boat. No boat when docked shall encroach on the space assigned to adjoining docks without the written consent of the owner of such adjoining dock or docks. Houseboats and steel boats shall not be used in said docking area.

#### ARTICLE 13

Restricted to Adults. Residency in Harbour Terrace shall be limited to adults only. For the purposes of this Article, an adult shall be deemed to be anyone eighteen (18) years of age or older.

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned notary public, personally appeared CHARLES U. HARVEY and GLADYS R. ENCK, President and Secretary, respectively, of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a Florida non-profit corporation, who, being by me first duly sworn depose and say:

That they are the President and Secretary, respectively, of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a Florida non-profit corporation, and that the foregoing, consisting of seven (7) pages, is a true and accurate copy of By-Laws of said non-profit corporation as amended by the members of said corporation at a meeting on May 18, 1970.

*Charles U. Harvey*  
Charles U. Harvey

*Gladys R. Enck*  
Gladys R. Enck

Sworn to and subscribed before me this 21 day of May, 1970.

*Maureen C. Chantman*  
Notary Public

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Aug. 25, 1972  
Bonded by American Fire & Casualty Co.



AMENDMENTS

to the

BY - L A W S

of

HARBOUR TERRACE CONDOMINIUM CORPORATION, INC.

Chronological List

- 2/4/74 Article 4, Section 3 Reduce number of Board members from 9 to 7. Replaced by Amendment dated 2/2/81.
- 3/24/77 Article 3, Section 2A Addition to section for Special Meeting for presentation of Budget 30 days prior to annual meeting.  
Article 3, Section 3 Additional sentence.  
Article 3, Section 4 Section reworded.  
Article 3, Section 7 Additional sentence.  
Article 4, Section 9A Addition to Section concerning notice of meetings.
- 2/2/81 Article 4, Section 3 Board to consist of 5 members.
- 5/1/3/85 Article 12 Additions and deletions. Replaced by Amendment dated 2/3/92.
- 2/2/87 Article 4, Section 13 New Section to cover indemnification of Board members.  
Article 10, Section 3 Addition to Part A; changes to Part B. See also 1993 below.  
Article 11, Section 2 Reworded.
- 2/12/90 Article 10, Section 4 Additions.  
Article 10, Section 6 Completely reworded.
- 2/3/92 Miscellaneous Provisions Addition following Article 13, deferring to State Law.  
Article 10, Section 1A Addition to Section 1.  
Article 10, Section 3 Screening fee added.  
Article 12 Entire Article rewritten to include 6 Sections.

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HARBOUR TERRACE CONDOMINIUM CORPORATION, INC.

Chronological List

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3/24/77	Article 3, Section 2A Article 3, Section 3 Article 3, Section 4 Article 3, Section 7 Article 4, Section 9A	Addition to section for Special Meeting for presentation of Budget 30 days prior to annual meeting. Additional sentence. Section reworded. Additional sentence. Addition to Section concerning notice of meetings.
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5/1/3/85	Article 12	Additions and deletions. Replaced by Amendment dated 2/3/92.
2/2/87	Article 4, Section 13 Article 10, Section 3 Article 11, Section 2	New Section to cover indemnification of Board members. Addition to Part A; changes to Part B. See also 1993 below. Reworded.
2/12/90	Article 10, Section 4 Article 10, Section 6	Additions. Completely reworded.
2/3/92	Miscellaneous Provisions Article 10, Section 1A Article 10, Section 3 Article 12	Addition following Article 13, deferring to State Law. Addition to Section 1. Screening fee added. Entire Article rewritten to include 6 Sections.

AMENDMENTS  
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B Y - L A W S

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HARBOUR TERRACE CONDOMINIUM CORPORATION, INC.

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2/3/92	Miscellaneous Provisions	Addition following Article 13, deferring to State Law.



RESOLUTION AMENDING BYLAWS  
OF  
HARBOUR TERRACE CONDOMINIUM CORPORATION, INC.,  
A FLORIDA NON-PROFIT CORPORATION

This resolution amending Articles 3, 4 and 12 of the Bylaws of said corporation was passed and adopted by a majority vote of the Board of Directors at a meeting of said Board of Directors on the 7th day of March, 1977.

1. Resolved that the following Sections shall be added or changed as indicated. The additions and changes from the present wording of said Bylaws are indicated by CAPITAL LETTERS:

ARTICLE 3, Section 2A - Meeting - (New Section)

A REGULAR (SPECIAL) MEETING SHALL BE CALLED BY THE SECRETARY AT THE DIRECTION OF THE PRESIDENT APPROXIMATELY THIRTY DAYS PRIOR TO THE ANNUAL MEETING FOR PRESENTATION TO THE MEMBERS OF THE BUDGET TO BE ADOPTED FOR THE COMING YEAR, AND TO DETERMINE THE NOMINATIONS FOR THE BOARD OF DIRECTORS TO BE ELECTED AT THE ANNUAL MEETING. A NOMINATING COMMITTEE APPOINTED BY THE PRESIDENT, CONSISTING OF THREE MEMBERS, NONE OF WHOM MAY BE MEMBERS OF THE BOARD, WILL SUBMIT THEIR REPORT, WHICH REPORT MUST HAVE BEEN PREVIOUSLY POSTED ON THE BULLETIN BOARD AT LEAST THREE DAYS PRIOR TO THIS MEETING. ADDITIONAL NOMINATIONS FOR DIRECTORS MAY BE MADE FROM THE FLOOR AT THIS TIME AND THESE NAMES SHALL BE ADDED TO THE BALLOT AND POSTED WITH THOSE PREVIOUSLY NOMINATED BY THE COMMITTEE.

ARTICLE 3, Section 3 - Special Meetings - (Replaces present Section 3)

It shall be the duty of the President to call a special meeting of the Corporation as directed by a resolution of the Board of Directors or upon petition signed by twenty percent of the members having been presented to the Secretary. The notice of any special meeting shall state the time and the place of such meeting and the purpose thereof. IF THE PURPOSE OF THE MEETING WILL REQUIRE VOTING BY THE MEMBERSHIP, EACH SUBJECT TO BE VOTED UPON MUST BE STATED IN THE FORM OF A RESOLUTION, AND SHALL BE SO STATED IN THE NOTICE OF THE MEETING. No business shall be transacted at a special meeting except as stated in the notice.

ARTICLE 3, Section 4 - Notice of Meetings - (Replaces present Section 4)

It shall be the duty of the Secretary to NOTIFY EACH MEMBER of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held. Such notice shall be POSTED CONSPICUOUSLY ON THE BULLETIN BOARD AND DELIVERED IN PERSON TO THE MEMBERS BY THE SECRETARY (EACH MEMBER RECEIVING THE NOTICE IN PERSON SHALL SIGN A RECEIPT OF DELIVERY); OR mailed to the members at their last known address at least FOURTEEN but not more than forty days prior to such meeting. FOR EACH MEMBER WHO HAS WAIVED HIS RIGHT TO RECEIVE SUCH NOTICE BY CERTIFIED MAIL, GIVING OF notice in the manner provided for in this section shall be considered as notice served.

RESOLUTION AMENDING BYLAWS  
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A FLORIDA NON-PROFIT CORPORATION

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ARTICLE 3, Section 7 - Voting (Replaces present Section 7)

At every meeting of members, each member present shall have the right to cast one vote for each Family Unit owned by such member on all questions coming before the meeting. (In no event shall there be more than one vote for any Family Unit.) ANY MEMBER NOT PRESENT IN PERSON OR BY PROXY AT THE MEETING MAY VOTE THEIR APPROVAL OR DISAPPROVAL IN WRITING, PROVIDED SUCH VOTE IS DELIVERED TO THE SECRETARY AT OR PRIOR TO THE MEETING. PROXY FORMS MUST BE FURNISHED PROMPTLY BY THE SECRETARY OF THE BOARD. A majority of votes cast shall decide any question brought before such meeting unless the question is one upon which, by express provision of statute or the Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall control

ARTICLE 4, Section 9A - Notification of Meeting of the Board (New Section)

ADEQUATE NOTICE OF ALL MEETINGS OF THE DIRECTORS SHALL BE POSTED CONSPICUOUSLY ON THE BULLETIN BOARD AT LEAST FORTY-EIGHT HOURS IN ADVANCE, EXCEPT IN AN EMERGENCY.

2. Resolved that such portion of Article 12 beginning at line 18 which now reads: "In the event the owner of a Family Unit desires to sell his dock, it must be sold back to the Corporation, at his cost, or a mutually agreed upon price, and the Corporation, at then sell it, at its cost, to another member, as Restricted Common Area appurtenant to such member's Family Unit" shall be changed to read: "In the event the owner of a Family Unit desires to sell his dock SEPARATE FROM THE FAMILY UNIT, it must be sold at a mutually agreed upon price by the buying and selling member of the Corporation, as Restricted Common Area appurtenant to such member's Family Unit."

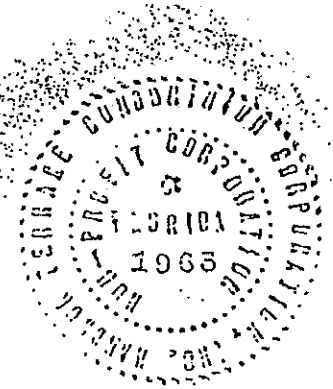
3. Resolved that a special meeting of the membership of said Corporation is hereby called for the purpose of taking action on the foregoing resolutions, to be held on Thursday, March 24, 1977, at 7:30 P.M. in the Harbour Terrace Condominium Recreation Room and the Secretary of the Corporation is authorized and directed to give notice of this meeting to all the members pursuant to the Bylaws of the Corporation.

ATTEST:

Grace D. Coates  
Secretary

[Signature]  
President

(Corporate Seal)



## RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., A FLORIDA NON-PROFIT CORPORATION, AMENDING ARTICLE 4 SECTION 3 OF THE BY-LAWS OF SAID CORPORATION REDUCING THE NUMBER OF DIRECTORS FROM 9 TO 7, PROVIDING FOR THE TERMS AND TIMES OF ELECTION OF SUCH DIRECTORS AND PROVIDING FOR AN EFFECTIVE DATE.

This Resolution adopted by a majority vote of the Board of Directors of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a Florida Non-Profit Corporation, at a meeting of said Board of Directors on November 27, 1973;

WITNESSETH:

WHEREAS, the Board of Directors desires that the number of Directors for the corporation be reduced from 9 to 7 and desires that the By-Laws be amended to provide for same and to provide for the times and terms for election of Directors.

NOW, THEREFORE, be it resolved by the Board of Directors of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a Florida Non-Profit Corporation, as follows:

1. That ARTICLE 4, Section 3 of the By-Laws of this corporation be and the same is hereby amended to read as follows:

Section 3: The number of Directors of this corporation shall be seven in number. Two directors shall be elected for a term of three years at the annual meeting of the corporation in 1974; three directors shall be elected for a term of three years at the annual meeting of the corporation in 1975; and two directors shall be elected for a term of three years at the annual meeting of the corporation in 1976. Thereafter all directors shall be elected for three-year terms and the number to be elected shall be equal to the number of directors whose terms are expiring. Those directors in office on the effective date hereof shall continue to serve until their terms expire.

2. This Amendment to the By-Laws shall become effective on February 4, 1974.

Passed and Adopted by the Board of Directors of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a Florida Non-Profit Corporation, this 27th day of November, 1973.

ATTEST:

*Jessie A. Hawley*  
Secretary

(CORPORATE SEAL)

*John Tolbert*  
President

RATIFICATION OF AMENDMENT TO BY-LAWS

We, the undersigned, being the President and Secretary of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a Florida Non-Profit

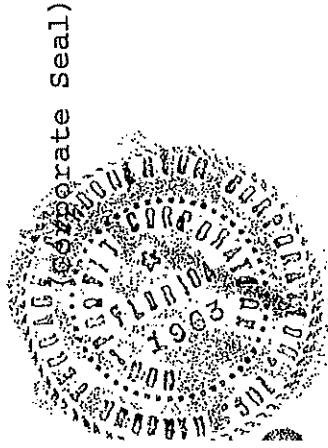
Corporation, hereby certify that the foregoing Resolution adopted by the Board of Directors of said corporation, was ratified by a majority vote of the membership of said corporation at a special meeting of the membership on December 13, 1973 pursuant to Article 7 of the By-Laws.

DATED: This 26<sup>th</sup> day of JANUARY, 1974.

ATTEST:

Jessie A. Hawke  
Secretary

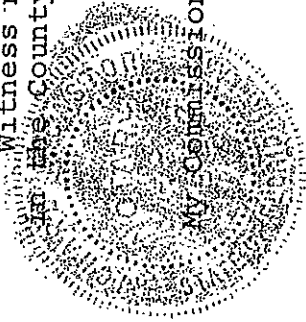
W. J. Shinholser  
President



STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

Before me, the undersigned Notary Public, personally appeared W. T. SHINHOLSER and JESSIE A. HAWKE, President and Secretary respectively, of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., known to me to be the persons who executed the foregoing document and they acknowledged before me that they executed the same for the purposes therein expressed.

Witness my hand and official seal this 26th day of January, 1974 in the County and State last aforesaid.



W. T. Hawke  
Notary Public

My Commission Expires: 12-31-77

AMENDMENTS  
to the  
B Y - L A W S  
of  
HARBOUR TERRACE CONDOMINIUM CORPORATION, INC.

Numerical List

3/24/77	Article 3, Section 2A	Addition to section for Special Meeting for presentation of Budget 30 days prior to annual meeting.
3/24/77	Article 3, Section 3	Additional sentence.
3/24/77	Article 3, Section 4	Section reworded.
3/24/77	Article 3, Section 7	Additional sentence.
2/2/81	Article 4, Section/3	Board to consist of 5 members.
3/24/77	Article 4, Section 9A	Addition to Section concerning notice of meetings.
2/2/87	Article 4, Section 13	New Section to cover indemnification of Board members.
2/3/92	Article 10, Section 1A	Addition to Section 1.
2/2/87	Article 10, Section 3	Addition to Part A; changes to Part B. See also 1993 below.
2/3/92	Article 10, Section 3	Screening fee added.
2/12/90	Article 10, Section 4	Additions.
2/12/90	Article 10, Section 6	Completely reworded.
2/2/87	Article 11, Section 2	Reworded.
2/3/92	Article 12	Entire Article rewritten to include 6 Sections.
2/3/92	Miscellaneous Provisions	Addition following Article 13, deferring to State Law.

CERTIFICATE

THIS IS TO CERTIFY THAT

1. The attached writing is a true copy of a resolution amending the By-Laws of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a condominium according to the Declaration of Condominium recorded in Official Records Book 886 at Page 655 of the Public Records of Palm Beach County, Florida, which resolution was duly adopted by a majority or more of the Directors of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a corporation not for profit under the laws of the State of Florida, at a meeting duly held on the 7th day of March, 1977, and duly adopted by a majority or more of the membership of the Association at a meeting duly held on the 24th day of March, 1977, in accordance with the requirements of the By-Laws for their amendment.

2. The adoption of the resolution appears upon the minutes of the above-mentioned meetings and is unrevoked.

EXECUTED at Boca Raton, Florida, this 3<sup>rd</sup> day of October, 1977.

Witnesses:

Colleen J. Keiley

Chilina J. Keiley

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

HARBOUR TERRACE CONDOMINIUM CORPORATION, INC.

By: W.H. Moorhouse

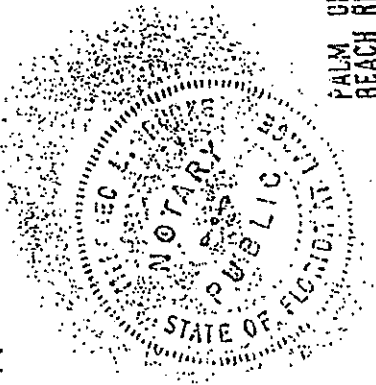
President

By: Grace D. Cotter

Secretary

Before me, the undersigned Notary Public, personally appeared W. H. Moorhouse and Grace D. Cotter, President and Secretary respectively, of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., known to me to be the persons who executed the foregoing document and they acknowledged before me that they executed the same for the purposes therein expressed.

Witness my hand and official seal this 3<sup>rd</sup> day of October, 1977.



Richard L. Beck  
Notary Public

My Commission Expires:

Notary Public Seal  
Palm Beach County, Florida  
My Commission Expires Oct. 9, 1980

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 9 1980  
BONDED THRU GENERAL INS. UNDERWRITERS

PALM BEACH REC 2964 PAGE 1934

RATIFICATION OF AMENDMENT TO BY-LAWS

We, the undersigned, being the President and Secretary of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a Florida Non-Profit Corporation, hereby certify that the foregoing Resolution adopted by the Board of Directors of said corporation, was ratified by a majority vote of the membership of said corporation at a special meeting of the membership on March 24, 1977, pursuant to Article 7 of the By-Laws.

DATED: This 3<sup>rd</sup> day of October, 1977.

ATTEST:

Grace D. Cotter  
Secretary

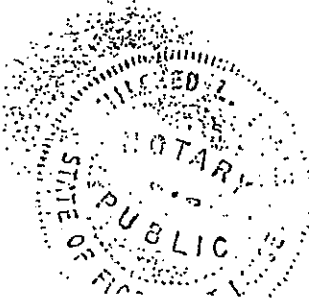


STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

W. H. Moorhouse  
President

Before me, the undersigned Notary Public, personally appeared W. H. MOORHOUSE and Grace D. Cotter, President and Secretary respectively, of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., known to me to be the persons who executed the foregoing document and they acknowledged before me that they executed the same for the purposes therein expressed.

Witness my hand and official seal this 3<sup>rd</sup> day of October, 1977.



William C. L. Burke  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 8 1980  
BONDED THROUGH GENERAL INS. UNDERWRITERS

This instrument was prepared by:

Joseph Keely  
NAME  
110 E. Palm Bldg. Suite 101 R.  
ADDRESS  
Boca Raton, Fla.  
COUNTY AND STATE

Edith Cunningham (apt 110)  
701 NE Harbor Ter.  
Boca Raton, Fla.

PALM BEACH REC 2964 PAGE 1931

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RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., A FLORIDA NON-PROFIT CORPORATION, FURTHER AMENDING ARTICLE 4 SECTION 3 OF THE BY-LAWS OF SAID CORPORATION REDUCING THE NUMBER OF DIRECTORS FROM 7 TO 5, PROVIDING FOR THE TERMS AND TIMES OF ELECTION OF SUCH DIRECTORS AND PROVIDING FOR AN EFFECTIVE DATE.

This Resolution adopted by a majority of the Board of Directors of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a Florida Non-Profit Corporation, at a meeting of said Board of Directors on January 15, 1981;

WITNESSETH:

WHEREAS, the Board of Directors desires that the number of directors for the Corporation be reduced from 7 to 5 and desires that the By-Laws be amended to provide for same and to provide for the times and terms for election of Directors.

NOW, THEREFORE, be it resolved by the Board of Directors of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a Florida Non-Profit Corporation as follows:

1. That ARTICLE 4, Section 3 of the By-Laws of this Corporation be and the same is hereby amended to read as follows:

Section 3: The number of Directors of this corporation shall be five in number. One director shall be elected for a term of three years at the annual meeting of the corporation in 1981; two directors shall be elected for a term of three years at the annual meeting of the corporation in 1982; and two directors shall be elected for a term of three years at the annual meeting of the corporation in 1983. Thereafter all directors shall be elected for three year terms and the number to be elected shall be equal to the number of directors whose terms are expiring. Those directors in office on the effective date hereof shall continue to serve until their terms expire.

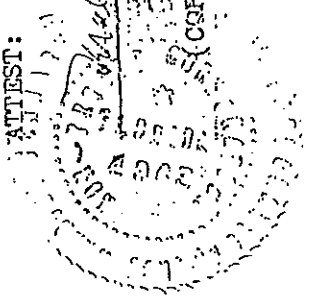
2. This Amendment to the By-Laws shall become effective on February 2, 1981.

Passed and Adopted by the Board of Directors of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., A Florida Non-Profit Corporation, this 15th day of January, 1981.

ATTEST:

*Mildred B. Turner*  
Secretary

*William C. Brayton*  
President  
701 NE Harbour Terrace #115  
Boca Raton, Florida 33431



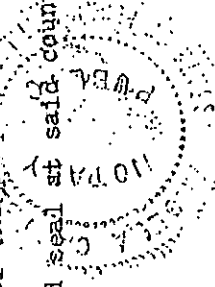
RATIFICATION OF AMENDMENT TO BY-LAWS

We, the undersigned, being the President and Secretary of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., A Florida Non-Profit Corporation, STATE OF FLORIDA COUNTY OF PALM BEACH

Before me personally appeared William C. Brayton and Mildred B. Turner to me known to be the persons described in and who executed the foregoing instrument as officers of the above named corporation and severally acknowledged before me that they executed such instrument as officers of said corporation, and that said instrument is the free act and deed of said corporation and was executed for the purpose herein expressed.

WITNESS my hand and seal at said county and state this 17<sup>th</sup> day of February 19 81

February 19 81



Notary Public, State of Florida at Large  
My Commission Expires Aug. 25, 1984

*William C. Brayton*  
Notary Public, State of Florida  
My commission expires:

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RESOLUTION AMENDING BYLAWS  
OF  
HARBOUR TERRACE CONDOMINIUM CORPORATION, INC.,  
A FLORIDA NON-PROFIT CORPORATION

This resolution amending Article 12 of the Bylaws of said Corporation was passed and adopted by a majority vote of the Board of Directors at a meeting of said Board of Directors on the 15th day of April, 1985.

1- Resolved that the following Section shall be added or changed as indicated. The additions to the present wording of said Bylaws are indicated by underlining, and the deletions are indicated by hyphenated crossouts.

ARTICLE 12, Boat Docks

As available, the Corporation may sell, at its cost, to members as a Restricted Common Area appurtenant to a member's Family Unit, docking facilities in the Intracoastal Waterway adjacent to the property. Construction and installation of such docking facility shall be performed by the Corporation and then sold by the Corporation, at its cost, to a member approved by the Corporation. Upon such purchase by a member, the transaction shall be recorded in the minute books of the Corporation, together with a survey locating the docking facility, and thereafter such facility shall be a portion of the Restricted Common Area owned by the member concerned. The maintenance of such facility shall be at the expense of the purchasing member. If a member fails to maintain the dock owned in a manner satisfactory to the Corporation, the Corporation may provide any necessary maintenance or repairs and include any expense so incurred in the monthly assessment imposed by the Corporation on such member. ~~Any lease of a Family Unit shall include the dock owned by the owner of the Family Unit and no dock shall be leased otherwise.~~

In the event the owner of a Family Unit desires to sell his dock SEPARATE FROM THE FAMILY UNIT, it must be sold at a mutually agreed upon price by the buying and selling to a member of the Corporation, as a Restricted Common Area appurtenant to such member's Family Unit. THE SALE OF SUCH DOCK MUST BE APPROVED BY THE DIRECTORS OF THE CORPORATION. IN THE FUTURE, EACH BOAT DOCK OWNER IS LIMITED TO OWNERSHIP OF ONE DOCK.

ANY LEASE OF A FAMILY UNIT MAY INCLUDE THE DOCK OWNED BY THE OWNER OF THE FAMILY UNIT. A DOCK OWNED BY THE OWNER OF A FAMILY UNIT MAY BE LEASED, RENTED OR LOANED TO ANOTHER OWNER OF A FAMILY UNIT, WITH PRIOR BOARD APPROVAL, AND NO DOCK SHALL BE LEASED, RENTED OR LOANED OTHERWISE. IF AN OWNER LEASES, RENTS OR LENDS HIS DOCK WITHOUT FIRST OBTAINING SUCH AUTHORIZATION, AS REQUIRED BY THIS SECTION, SUCH LEASE, RENTAL OR LOAN SHALL BE NULL AND VOID. THE CONDOMINIUM SHALL HAVE THE RIGHT TO REMOVE SUCH TENANTS, AND SUCH OWNER AND TENANT SHALL BE JOINTLY LIABLE FOR DAMAGES AND ANY EXPENSES WHICH THE CORPORATION OR ANY OTHER OWNERS MAY INCUR AS A RESULT OF SUCH LEASE, RENTAL OR LOAN.

EXISTING UNIT OWNERS SHALL HAVE FIRST PRIORITY TO PURCHASE ANY AVAILABLE DOCK WHICH IS NOT A PART OF A UNIT SALE.

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Docks shall not be used except as required in the operation of a boat. No boat when docked shall encroach on the space assigned to adjoining docks without the written consent of the owner of such adjoining dock or docks. Houseboats and steel boats shall not be used in said docking area.

2. Resolved that a special meeting of the membership of said Corporation is hereby called for the purpose of taking action on the foregoing resolution, to be held on MONDAY, the 13th day of MAY, 1985, at 2:00 P.M. in the Harbour Terrace Condominium Recreation Room, and the Secretary of the Corporation is authorized and directed to give notice of the meeting to all the members pursuant to the Bylaws of the Corporation.

ATTEST:

Theresa M. Lopez  
Secretary

( Corporate seal )



Manuel Guerrero  
President

Return to: D. Reel Talbott, Attorney  
240 W. Palmetto Park Rd.  
Ste 300  
Boca Raton, FL 33432

84593 P1103

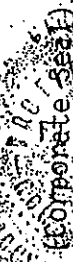
RATIFICATION OF AMENDMENT TO BY LAWS

We, the undersigned, being the President and Secretary of HARBOUR TERRACE CONDOMINIUM CORPORATION INC., a Florida Non-Profit Corporation, hereby certify that the foregoing Resolution, adopted by the Board of Directors of said Corporation, was ratified by a majority vote of the membership of said corporation at a special meeting of the membership on May 13, 1985 pursuant to Article 7 of the By-Laws.

DATED This 9 day of July, 1985.

ATTEST:

Thora Lepe  
Secretary

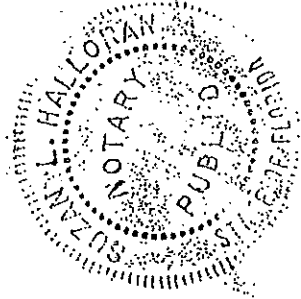


STATE OF FLORIDA  
COUNTY OF PALM BEACH

Margaret Jacobson  
President

Before me, the undersigned Notary Public, personally appeared Margaret Jacobson and Thora Lepe and OF HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., President and Secretary respectively

Witness my hand and official seal this 9 day of July, 1985.



Suzanne L. Halloran  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Aug. 15, 1988  
Bonded thru Troy Fain - Insurance, Inc.

Return to: D. Reel Talbott, Attorney  
240 W. Palmetto Park Rd.  
Ste 300  
Boca Raton, FL 33432

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




member shall include a statement that the lessee has been furnished with copies of ALL the Condominium Certificate-of-incorporatory documents, INCLUDING THE CONDOMINIUM Declaration, the Bylaws and the Rules and Regulations, and that such lessee has agreed to abide by them. If the corporation does not answer such notice within twenty-one (21) days from receiving same, authorization-to-lease-APPROVAL OF THE LEASE TERMS AND LESSEE shall be deemed to have been given. Such authorization-APPROVAL shall not unreasonably be withheld by the Corporation. If an owner leases his Family Unit without first obtaining such authorization TO LEASE AND OR APPROVAL OF LEASE AND LESSEE as required by this Section, such lease shall be null and void, and the Condominium CORPORATION shall have the right to remove the tenants and such owner and tenants shall be jointly liable for damages and any expenses which the Corporation or any other owners may incur as a result of such rental. Executed copies or photocopies of executed leases shall be filed with the Corporation on or before the date the lease becomes effective.

2. Resolved that a special meeting of the membership of said Corporation is hereby called for the purpose of taking action on the foregoing resolution to be held on Monday, the second day of February 1987, at 2 P.M. in the Harbour Terrace Condominium Recreation Room and the Secretary of the Corporation is authorized and directed to give notice of the meeting to all the members pursuant to the Bylaws of the Corporation.

ATTEST:

  
Secretary

  
President

(Corporate Seal)

RESOLUTION AMENDING BYLAWS  
OF  
HARBOUR TERRACE CONDOMINIUM CORPORATION, INC.  
A FLORIDA NON-PROFIT CORPORATION

This resolution amending Article 4 of the Bylaws of said Corporation was passed and adopted by a majority vote of the Board of Directors at a meeting of said Board of Directors on the 22nd day of Nov. , 1986.

1. Resolved that the following Section shall be added as indicated. The additions to the present wording of said Bylaw are indicated by underlining capital letters.

SECTION 13: INDEMNIFICATION OF DIRECTORS/OFFICERS. A CORPORATE DIRECTOR OR OFFICER SHALL BE INDEMNIFIED BY THE CORPORATION ON ANY CLAIM OR JUDGMENT AGAINST HIM/HER, EITHER INDIVIDUALLY OR JOINTLY, INVOLVING AN ACT ARISING OUT OF THE EXERCISE OF HIS/HER DUTIES AND POWERS AS A DIRECTOR/OFFICER WHICH WERE DONE IN GOOD FAITH.

2. Resolved that a special meeting of the membership of said Corporation is hereby called for the purpose of taking action on the forgoing resolution to be held on Monday, the second day of February 1987, at 2 P.M. in the Harbour Terrace Condominium Recreation Room and the Secretary of the Corporation is authorized and directed to give notice of the meeting to all the members pursuant to the Bylaws of the Corporation.

ATTEST:

Secretary  
Secretary

President  
President

(Corporate Seal)

6  
CIVIL

RATIFICATION OF AMENDMENT TO BY-LAWS

We, the undersigned, being the President and Secretary of Harbour Terrace Condominium Corporation, Inc., a Florida Non-Profit Corporation, hereby certify that the foregoing Resolution, adopted by the Board of Directors of said Corporation, was ratified by a majority vote of the membership of said Corporation at a special meeting of the membership on February 2, 1987 pursuant to Article 7 of the By-Laws.

NOT

DATED This 18 day of February, 1987

ATTEST:

[Signature]  
Secretary

[Signature]  
President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me, the undersigned Notary Public, personally appeared Martin R. Eggers and Thora M. Lape, President and Secretary respectively of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a Florida Corporation, and acknowledged they executed the foregoing instrument on behalf of the Corporation.

I Witness my hand and official seal this 18 day of February 1987.

[Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 14, 1988  
Bounded Thru Tray Film - Insurance, Inc.

Return to: D. Reel Talbott, Attorney  
240 W. Palmetto Park Rd.  
Ste 300  
Boca Raton, FL 33432

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

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RATIFICATION OF AMENDMENT TO BY-LAWS

We, the undersigned, being the President and Secretary of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a Florida Non-Profit Corporation, hereby certify that the foregoing Resolution, adopted by the Board of Directors of said Corporation, was ratified by a majority vote of the membership of said Corporation at a special meeting of the membership on February 2, 1987 pursuant to Article 7 of the By-Laws.

DATED this 18 day of February, 1987

ATTEST:

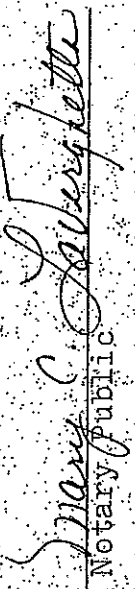
  
Secretary

  
President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me, the undersigned Notary Public, personally appeared Martin R. Eggers and Thora M. Lape, President and Secretary respectively of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a Florida Corporation, and acknowledged they executed the foregoing instrument on behalf of the Corporation.

Witness my hand and official seal this 18 day of February, 1987.

  
Notary Public

My Commission Expires

Notary Public, State of Florida  
My Commission Expires Sept. 14, 1988  
Florida Title Trust Fidelity Insurance, Inc.

Return to: D. Reel Talbott, Attorney  
240 W. Palmetto Park Rd.  
Ste 300  
Boca Raton, FL 33432 ✓

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

SOLUTION AMENDING BYLAWS  
OF  
HARBOUR TERRACE CONDOMINIUM CORPORATION, INC.  
A FLORIDA NON-PROFIT CORPORATION

This resolution amending Article 11 of the Bylaws of said Corporation was passed and adopted by a majority vote of the Board of Directors at a meeting of said Board of Directors on the 22d day of Nov. , 1986.

1. Resolved that the following Section shall be added or changed as indicated. The additions to the present wording of said Bylaw are indicated by underlining capital letters and the deletions are indicated by hyphenated cross outs.

ARTICLE 11, Mortgages:

Section 2: Rights of mortgagors. -- MORTGAGEE'S PRIOR CONSENT.  
If a member mortgages his Family Unit, he shall not, EXCEPT AFTER NOTICE TO MORTGAGEE AND WITH MORTGAGEE'S PRIOR WRITTEN CONSENT, be permitted to modify, alter, change, PARTITION OR SUBDIVIDE the physical aspect of the Family Unit without the written authorization of the mortgagor OR CONSENT TO:

1. THE ABANDONMENT OR TERMINATION OF THE CONDOMINIUM PROJECT, EXCEPT FOR ABANDONMENT OR TERMINATION REQUIRED BY LAW IN THE CASE OF SUBSTANTIAL DESTRUCTION BY FIRE OR OTHER CASUALTY OR IN THE CASE OF A TAKING BY CONDEMNATION OR EMINENT DOMAIN;
2. ANY AMENDMENT TO ANY PROVISION OF THE DECLARATION, BYLAWS, RULES AND REGULATIONS AND OTHER EQUIVALENT DOCUMENTS IF THE PROVISION IS FOR THE EXPRESS BENEFIT OF THE MORTGAGEE.

3. ANY ACTION INVOLVING CHANGES IN HAZARD OR PUBLIC LIABILITY INSURANCE COVERAGE.

and shall not vote for the modification, alteration or revision of any clause or condition of these Bylaws without previous authorization in writing, by the mortgagor.

2. Resolved that a special meeting of the membership of said Corporation is hereby called for the purpose of taking action on the foregoing resolution to be held on Monday, the 52nd day of February 1987, at 2 P.M. in the Harbour Terrace Condominium Recreation Room and the Secretary of the Corporation is authorized and directed to give notice of the meeting to all the members pursuant to the Bylaws of the Corporation.

ATTEST:

Secretary

(Corporate Seal)

President

HARBOUR TERRACE CONDOMINIUM  
CORPORATION INC.  
701 N.E. HARBOUR TERRACE  
BOCA RATON, FLORIDA 33431

March 26, 1987

Dear Fellow Owners,

Attached are copies of the recorded Amendments to our Bylaws which were approved by vote in our Special Meeting on February 2, 1987.

These copies show the recordation data and should be inserted into your copy of the Bylaws.

- Article 4, Sec. 13 on page 4
- Article 10, Sec. 3 on page 6
- Article 11, Sec. 2 on page 7

The Board of Directors

*Thora M. Lape*

Thora M. Lape, Sec'y.

RESOLUTION AMENDING BYLAWS  
OF  
HARBOUR TERRACE CONDOMINIUM CORPORATION, INC.,  
A FLORIDA NON-PROFIT CORPORATION

This resolution amending Article 10 of the Bylaws of said Corporation was passed and adopted by a majority vote of the Board of Directors at a meeting of said Board of Directors on the 9th day of September, 1989.

1. Resolved that the following Sections shall be added or changed as indicated. The additions to the present wording of said Bylaws are indicated by underlining, capital letters and the deletions are indicated by hyphenated cross-outs.

Article 10, Obligation of members.

Section 4: Use of General Common Area. A member shall not place or cause to be placed in the General Common Area any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them. FOR CLARIFICATION, OBJECTS OF ANY KIND SHALL INCLUDE BUT NOT BE LIMITED TO BICYCLES, TRICYCLES, WHEELCHAIRS, SCOOTERS, BATTERY POWERED VEHICLES, WAGONS, GROCERY CARTS, WALKERS, STROLLERS, BUGGIES, LAUNDRY CARTS, PLAY OR SPORTS EQUIPMENT OF ANY KIND OR NATURE WHETHER FOR ADULTS OR JUVENILES.

15.10 Section 6: Rules of conduct.

A. No resident of Harbour Terrace shall place or post any laundry, advertising or posters of any kind in or on the General Common Area except as authorized by the Corporation.

B. Members shall exercise extreme care about making noises or the use of musical instruments, radios, television, and amplifiers AND STEREO SYSTEMS OF ANY TYPE. THERE SHALL BE NO RUNNING OR SHOUTING IN GENERAL COMMON AREAS, NO USE OF EQUIPMENT WHICH WOULD GENERATE NOISE SUCH AS BUT NOT LIMITED TO SKATE BOARDS, ROLLER SKATES, BOUNCING OF BASKETBALLS.

C. No pet or other animal shall be kept or maintained in any family unit.

D. Use of the parking areas designated in the General Common Areas shall be limited to passenger automobiles. PICKUP TRUCKS, RV'S TRAILERS, MOBILE HOMES, BOATS, MOTOR BIKES, MOTOR SCOOTERS, MOTORCYCLES AND THE LIKE ARE PROHIBITED. FOR REASONS OF SAFETY AND LIABILITY, USE OF THE PARKING AREAS AS PLAY AREAS BY ADULTS OR JUVENILES IS STRICTLY FORBIDDEN.

E. FOR REASONS OF SAFETY AND LIABILITY, USE OF THE COMMON AREA DOCK AND SEAWALL FOR DOCKING OR FISHING REQUIRES PRIOR WRITTEN APPROVAL FROM THE BOARD OF DIRECTORS. A WRITTEN REQUEST FOR USE OF THE COMMON AREA DOCK AND SEAWALL MUST BE ADDRESSED TO THE BOARD OF DIRECTORS AND INCLUDE A STATEMENT RELIEVING THE BOARD OF DIRECTORS AND THE CORPORATION OF ANY AND ALL LIABILITY AND INCLUDE A STATEMENT WHEREBY THE USER ACCEPTS ALL RESPONSIBILITY FOR ANY DAMAGE TO THE DOCK AND/OR THE SEA WALL AS A RESULT OF THE USE OF THOSE FACILITIES. NO FISHING BY ADULTS OR JUVENILES FROM DOCKS AND/OR SEAWALL OTHER THAN THE COMMON AREA DOCK AND SEA WALL AREA SHALL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE RESPECTIVE DOCK OWNER.

F. FOR REASONS OF SAFETY AND LIABILITY, NO JUVENILE BELOW THE AGE OF 12 SHALL BE PERMITTED IN THE ELEVATOR, POOL AREA, DOCK AND SEA WALL AREAS UNLESS ACCOMPANIED BY AN ADULT.

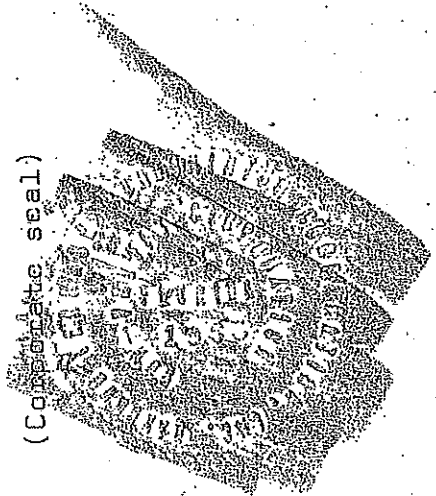
2. Resolved that a special meeting of the membership of said Corporation is hereby called for the purpose of taking action on the foregoing resolution, to be held on Monday, the 12th day of February, 1990, at 2:00 p.m. in the Harbour Terrace Condominium Recreation Room, and the Secretary of the Corporation is authorized and directed to give notice of the meeting to all the members pursuant to the Bylaws of the Corporation.

ATTEST:

*Robert S. Andrews*  
Secretary

*Marion J. Spina*  
President

(Corporate seal)

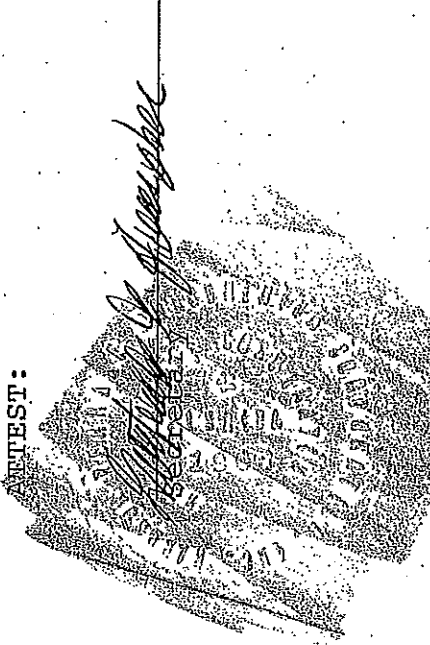


RATIFICATION OF AMENDMENT TO BY-LAWS

We, the undersigned, being the President and Secretary of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a Florida Non-Profit Corporation, hereby certify that the foregoing Resolution, adopted by the Board of Directors of said Corporation at a special meeting of the membership of February 12, 1990 pursuant to Article 7 of the By-Laws.

Dated this 28<sup>th</sup> day of February, 1990

ATTEST:



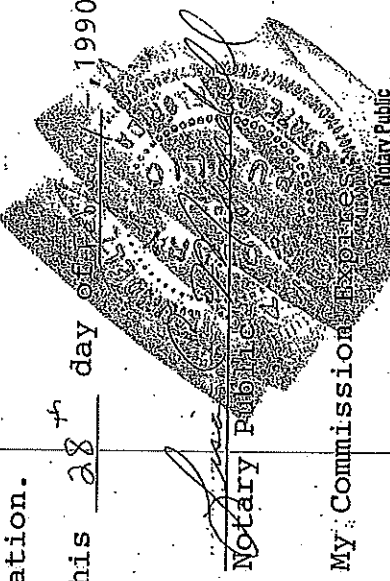
*Martin R. Eggers*  
Notary Public

STATE OF FLORIDA  
COUNTY OF PALM BEACH

*Martin R. Eggers*  
President

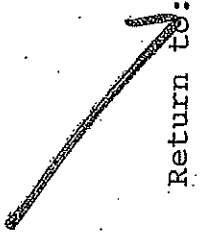
Before me, the undersigned Notary Public, personally appeared Martin R. Eggers and Gertrude Hunsaker, President and Secretary respectively of HARBOUR TERRACE CONDOMINIUM CORPORATION, INC., a Florida Corporation, and acknowledged they executed the foregoing instrument on behalf of the Corporation.

Witness my hand and official seal this 28<sup>th</sup> day of February, 1990.



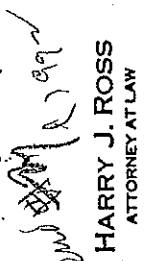
*John B. Dunkle*  
Notary Public

My Commission Expires Dec 28, 1991  
1991



Return to: Gertrude Hunsaker  
701 N.E. Harbour Terr. #101  
Boca Raton, Fl. 33431

6100 GLADES ROAD  
SUITE 201  
BOCA RATON, FL 33434  
(407) 482-2400  
FAX (407) 482-2802

  
HARRY J. ROSS  
ATTORNEY AT LAW

CERTIFICATE OF AMENDMENT TO  
BY-LAWS OF  
HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation of HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC., were filed in the Office of the Secretary of the State of Florida in 1968; and,

WHEREAS, HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC. (the "Association"), was organized for the purpose of administering the operation and management of the HARBOUR TERRACE CONDOMINIUM, a Homeowner's Association, under the laws of the State of Florida pursuant to and under Chapter 617 of the Florida Statutes; and,

WHEREAS, the By-Laws of the Association were attached as an Exhibit to the Declaration of Covenants and Restrictions and were otherwise incorporated by reference therein as though fully set forth therein and made a part thereof; and,

WHEREAS, prior to the date hereof, a meeting of the members of the Association met for the express purpose in part of voting upon and otherwise approving the below Amendment to the By-Laws of the Association; and,

WHEREAS, the members of the Association in fact voted upon and otherwise approved the below Amendment to the By-Laws of the Association; and,

WHEREAS, the President and Secretary of the Association have affixed their signatures hereto and certification that the members have adopted the said Amendment appearing below, all in conformance with the aforescribed provisions of the By-Laws of the Association.

NOW, THEREFORE, this shall certify that the By-Laws of the Association are hereby amended as follows:

RESOLVED that Section, Miscellaneous Provisions: Shall add the following Section:

- 1. Default to State Law

"In the event of a conflict of any provisions of this Declaration, the conflict shall be resolved in favor of current

state law. Where the Declaration is silent, or in conflict, the Association will accede to current State Law and adopt the language as though written herein."

2. Article 10 Section 1A shall be amended as follows:

Late Fees

"Each single assessment that is unpaid for over fifteen (15) days after due date, at the sole discretion of the Board of Directors of the Association, a late charge of \$25.00 may be imposed and then shall be due and payable. All payments on accounts shall be first applied to interest and late charge and then to the assessment payment first due."

3. Article 10 Section 3 shall be amended as follows:

(D) Screening Fees

"The Association shall require the deposit of a reasonable screening fee; a sum not to exceed fifty (\$50.00) dollars, simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee, except no fee shall be charged for a lease renewal."

4. Article 12 - Boat Dock shall be amended as follows:

"Section 1. Sale by Corporation. As available, the Corporation may sell, to members, as a Restricted Common Area appurtenant to a member's Family Unit, docking facilities in the Intracoastal Waterway adjacent to the property. Construction and installation of such docking facility shall be performed by the Corporation and then sold by the Corporation, at its cost, to a member approved by the Corporation. Upon such purchase by a member, the transaction shall be recorded in the minute books of the Corporation, together with a survey locating the docking facility, and thereafter such facility shall be a portion of the Restricted common Area owned by the purchasing member. The maintenance of such facility shall be at the expense of the purchasing member.

Section 2. Ownership Sale and Limitations. In the event the owner of a Family Unit desires to sell his dock space separate from the Family Unit, it must be sold to a member of the Corporation, as a Restricted Common Area appurtenant to such member's Family Unit. The sale of such dock space must be approved by the Board of Directors of the Corporation (hereinafter referred to as the "Board"). The owner of each Family Unit is limited to ownership of one dock space.

Section 3. Leasing of Dock Spaces. Dock space may be leased or loaned to other Family Unit owners under the following terms and conditions:

A. Dock spaces may be leased or loaned only to other owners of Family Units except that any lease of a Family Unit may include the dock space owned by the Lessor Family Unit owner.

B. Dock spaces shall not be leased or loaned to a Family



Unit owner if the latter already leases, uses, or owns a dock space, it being the intent of the Corporation that each Family Unit shall be limited to the use of only one dock space irrespective of whether said use is by lease, loan or ownership.

C. An owner of a dock space desiring to lease or loan same, whether in conjunction with lease of the owner's Family Unit or by separate lease or loan to another Family Unit owner, shall submit a written application for approval to the Board to include, without limitation, the name of the proposed Lessee, a copy of the proposed lease agreement, and the type and dimensions (length, width and height) of the vessel to be docked at the leased space and any other information which the Board may reasonably request. Within thirty (30) days after receipt of the foregoing application the Board may, in its sole discretion, approve or disapprove the dock space lease application by written notice to the lessor owner. However, if the Board should not provide written notice within the foregoing thirty (30) day period, the dock space lease application shall be deemed approved.

D. The term of any agreement to lease or loan a dock space shall not exceed five (5) years and any renewals, extensions or assignments of said lease agreements shall require prior written approval from the Board.

E. Any change in the type or size of the vessel to be docked at the facility during the dock lease/use term shall require prior written approval by the Board.

F. If a Family Unit owner leases or lends the dock space owned by him in violation of the provisions of this Section 3, such lease or loan shall be null and void and, in such event, the Family Unit owner of said dock space shall be liable to the Corporation for damages, costs and expenses, including reasonable attorney fees, whether incurred at trial or otherwise, incurred by the Corporation to enforce the provisions herein, including removal of the Tenant or User from said dock space.

#### Section 4. Use Limitations and Restrictions.

A. A Family Unit Owner who leases, uses or owns a dock space shall not be permitted to concurrently lease, use or own a second dock space, it being the intent of the Corporation that no member shall be permitted the concurrent use of more than one dock space, irrespective of whether such use shall be by lease, loan or ownership.

B. Except for visitor dock spaces, the use of adjacent dock spaces for the dockage of a single vessel is strictly prohibited and no vessel when docked shall encroach upon the space of an adjoining dock.

C. Moorage, dockage or use of houseboats shall not be permitted.

#### Section 5. Maintenance.

Family unit owners shall, at their expense, maintain the dock owned by them in good repair and safe condition. All docks shall be maintained uniformly in their present natural wood appearance and shall be treated only with natural wood preservatives. In no event shall painting of docks be permitted. If any such member fails to maintain the dock space owned by them in a manner satisfactory to the Corporation, the Corporation may provide any

necessary maintenance or repairs and include any expense so incurred in the monthly assessment imposed by the Corporation on such member.

Section 6. Indemnification.

Each owner of a dock space agrees to hold harmless and indemnify the Corporation from and against any and all loss, damage, or liability arising out of, caused by, or in any way related to, the use of the dock space by said Owner, and its Lessees, including without limitation, family members, guests, agents, contractors, licensees, or invitees of said Owner or Lessee. This provision shall include without limitation, indemnification of the Corporation for attorney fees incurred by the Corporation to enforce this provision or to enforce or defend claims arising out of use of the dock space by Owners or Lessees."

C E R T I F I C A T I O N

We, the undersigned as President and Secretary of HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC., having its principal office in Palm Beach County, Florida, hereby certify and affirm that the Amendment to the By-Laws of the Association was duly adopted by the Membership of the Association, all in accordance with the provisions of Chapter 617 of the Florida Statutes and the By-Laws of the HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC., as recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC., this 27th day of August, 1992.

Witnesses:

Robert J. Dinstel

HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC.

BY: Julia A. Dinstel  
President

Deanne McKnight

BY: Deanne McKnight  
Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27th day of August, 1992 by Robert J. Dinstel, Secretary of HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC., who is personally known to me and who did take an oath.

Sunday Dinstel

Notary Public

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT. 19, 1992  
BONDED TENU GENERAL INS. UND.

Commission No. \_\_\_\_\_

Real-est\harbtterr.cer



RECORD VERIFIED  
PALM BEACH COUNTY, FLA

CLERK CIRCUIT COURT

✓ Flarey J. Hoess  
6800 Lakeside Rd.  
Suite 201  
Boca Raton, FL 33434

*Miscellaneous Provisions*  
This superseded by  
# 7368 of 12/1/92

JUL-31-1992 02:25PM 92-236666  
ORB 7343 Pg 894

CERTIFICATE OF AMENDMENT TO  
BY-LAWS OF  
HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation of HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC., were filed in the Office of the Secretary of the State of Florida in 1968; and,

WHEREAS, HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC. (the "Association"), was organized for the purpose of administering the operation and management of the HARBOUR TERRACE CONDOMINIUM, a Homeowner's Association, under the laws of the State of Florida pursuant to and under Chapter 617 of the Florida Statutes; and,

WHEREAS, the By-Laws of the Association were attached as an Exhibit to the Declaration of Covenants and Restrictions and were otherwise incorporated by reference therein as though fully set forth therein and made a part thereof; and,

WHEREAS, prior to the date hereof, a meeting of the members of the Association met for the express purpose in part of voting upon and otherwise approving the below Amendment to the By-Laws of the Association; and,

*Rule?*

WHEREAS, the members of the Association in fact voted upon and otherwise approved the below Amendment to the By-Laws of the Association; and,

WHEREAS, the President and Secretary of the Association have affixed their signatures hereto and certification that the members have adopted the said Amendment appearing below, all in conformance with the aforedescribed provisions of the By-Laws of the Association.

NOW, THEREFORE, this shall certify that the By-Laws of the Association are hereby amended as follows:

RESOLVED that Section, Miscellaneous Provisions: Shall add the following Section:

1. Default to State Law

"In the event of a conflict of any provisions of this

Declaration, the conflict shall be resolved in favor of current state law. Where the Declaration is silent, or in conflict, the Association will accede to current State Law and adopt the language as though written herein."

2. Article 10 Section 1A shall be amended as follows:  
Late Fees

"Each single assessment that is unpaid for over fifteen (15) days after due date, at the sole discretion of the Board of Directors of the Association, a late charge of \$25.00 may be imposed and then shall be due and payable. All payments on accounts shall be first applied to interest and late charge and then to the assessment payment first due."

3. Article 10 Section 3 shall be amended as follows:  
 (D) Screening Fees

"The Association shall require the deposit of a reasonable screening fee, a sum not to exceed fifty (\$50.00) dollars, simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee, except no fee shall be charged for a lease renewal."

4. Article 12 - Boat Dock shall be amended as follows:  
 FEB 1997  
 "Section 1. Sale by Corporation. As available, the Corporation may sell, to members, as a Restricted Common Area appurtenant to a member's Family Unit, docking facilities in the Intracoastal Waterway adjacent to the property. Construction and installation of such docking facility shall be performed by the Corporation and then sold by the Corporation, at its cost, to a member approved by the Corporation. Upon such purchase by the member, the transaction shall be recorded in the minute books of the Corporation, together with a survey locating the docking facility, and thereafter such facility shall be a portion of the Restricted common Area owned by the purchasing member. The maintenance of such facility shall be at the expense of the purchasing member.

Section 2. Ownership Sale and Limitations. In the event the owner of a Family Unit desires to sell his dock space separate from the Family Unit, it must be sold to a member of the Corporation, as a Restricted Common Area appurtenant to such member's Family Unit. The sale of such dock space must be approved by the Board of Directors of the Corporation (hereinafter referred to as the "Board"). The owner of each Family Unit is limited to ownership of one dock space.

Section 3. Leasing of Dock Spaces. Dock space may be leased or loaned to other Family Unit owners under the following terms and conditions:

- A. Dock spaces may be leased or loaned only to other owners of Family Units except that any lease of a Family Unit may include the dock space owned by the Lessor Family Unit owner.

B. Dock spaces shall not be leased or loaned to a Family Unit owner if the latter already leases, uses, or owns a dock space, it being the intent of the Corporation that each Family Unit shall be limited to the use of only one dock space irrespective of whether said use is by lease, loan or ownership.

C. An owner of a dock space desiring to lease or loan same, whether in conjunction with lease of the owner's Family Unit or by separate lease or loan to another Family Unit owner, shall submit a written application for approval to the Board to include, without limitation, the name of the proposed Lessee, a copy of the proposed lease-agreement, and the type and dimensions (length, width and height) of the vessel to be docked at the leased space and any other information which the Board may reasonably request. Within thirty (30) days after receipt of the foregoing application the Board may, in its sole discretion, approve or disapprove the dock space lease application by written notice to the Lessor owner. However, if the Board should not provide written notice within the foregoing thirty (30) day period, the dock space lease application shall be deemed approved.

D. The term of any agreement to lease or loan a dock space shall not exceed five (5) years and any renewals, extensions or assignments of said lease agreements shall require prior written approval from the Board.

E. Any change in the type or size of the vessel to be docked at the facility during the dock lease/use term shall require prior written approval by the Board.

F. If a Family Unit owner leases or lends the dock space owned by him in violation of the provisions of this Section 3, such lease or loan shall be null and void and, in such event, the Family Unit owner of said dock space shall be liable to the Corporation for damages, costs and expenses, including reasonable attorney fees, whether incurred at trial or otherwise, incurred by the Corporation to enforce the provisions herein, including removal of the Tenant or User from said dock space.

#### Section 4. Use Limitations and Restrictions.

A. A Family Unit Owner who leases, uses or owns a dock space shall not be permitted to concurrently lease, use or own a second dock space, it being the intent of the Corporation that no member shall be permitted the concurrent use of more than one dock space, irrespective of whether such use shall be by lease, loan or ownership.

B. Except for visitor dock spaces, the use of adjacent dock spaces for the dockage of a single vessel is strictly prohibited and no vessel when docked shall encroach upon the space of an adjoining dock.

C. Moorage, dockage or use of houseboats shall not be permitted.

#### Section 5. Maintenance.

Family unit owners shall, at their expense, maintain the dock owned by them in good repair and safe condition. All docks shall be maintained uniformly in their present natural wood appearance and shall be treated only with natural wood preservatives. In no event shall painting of docks be permitted. If any such member fails to maintain the dock space owned by them in a manner

necessary maintenance or repairs and include any expense so incurred in the monthly assessment imposed by the Corporation on such member.

Section 6. Indemnification.

Each owner of a dock space agrees to hold harmless and indemnify the Corporation from and against any and all loss, damage, or liability arising out of, caused by, or in any way related to, the use of the dock space by said Owner, and its Lessees, including without limitation, family members, guests, agents, contractors, licensees, or invitees of said Owner or Lessee. This provision shall include without limitation, indemnification of the Corporation for attorney fees incurred by the Corporation to enforce this provision or to enforce or defend claims arising out of use of the dock space by Owners or Lessees."

C E R T I F I C A T I O N

We, the undersigned as President and Secretary of HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC., having its principal office in Palm Beach County, Florida, hereby certify and affirm that the Amendment to the By-Laws of the Association was duly adopted by the Membership of the Association, all in accordance with the provisions of Chapter 617 of the Florida Statutes and the By-Laws of the HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC., as recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC., this 29 day of JUNE, 1992.

Witnesses:

Ernest Willis  
ERNEST WILLIS

HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC.

BY: Neil Macneilsh  
President - NEIL MACNEILSH

Robert L. Sirotek  
ROBERT L. SIROTEK

BY: Gertrude Hunsacker  
Secretary - GERTRUDE HUNSACKER

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29 day of June, 1992 by Gertrude Hunsacker, Secretary of HARBOUR TERRACE CONDOMINIUM ASSOCIATION, INC. who is personally known to me and who did take an oath.

Sunday S. Willis  
Sunday S. Willis  
Notary Public

Commission No. \_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT. 19, 1992  
BONDED THRU GENERAL INS. UND.  
Real-est\harbterr.cer



RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
CLERK CIRCUIT COURT

*WJL*

HARRY J. ROSS  
ADMITTED IN  
FLORIDA & D.C.  
OF COUNSEL  
SAM B. WEINER

LAW OFFICES OF  
**HARRY J. ROSS**  
6100 GLADES ROAD  
SUITE 201  
BOCA RATON, FL 33434

(407) 462-2400  
FAX: (407) 482-2602

November 3, 1992

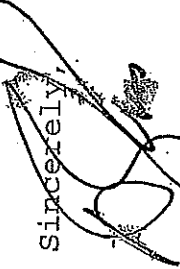
Mr. Ernest Willis, President  
Beacon Property Management, Inc.  
One North Ocean Blvd., Suite 7  
Boca Raton, Florida 33432

RE: Harbor Terrace Condominium Corporation  
Amendments to Article 10, Section 3

Dear Ernie:

Enclosed herewith are my recommendations regarding the drafting of the wording to be used on the Amendment of Article 10, Section 3 of the Harbor Terrace Condominium Corporation documents. These are just suggested guidelines and please feel free to question anything that I have suggested.

Sincerely,



HARRY J. ROSS

HJR/kb  
Enclosure

Willis.ltr

HARBOUR TERRACE CONDOMINIUM CORPORATION, INC.  
RULES AND REGULATIONS

October, 1993

SECTION A - OWNERS' RESPONSIBILITIES

1. An owner should post these Rules and Regulations available for guests.
2. An owner should think of his apartment as his home and take care of all troubles within his walls, but if the trouble is caused by an exterior problem, e.g., window or roof leak, he should provide a written notice to the Board describing the problem. This should be put in the condo mail box. (In case of an emergency which is the Board's responsibility, call Beacon Management (750-0040) and ask for Bob Sirotek.
3. In order to comply with the emergency agreement in the By-Laws, each owner must provide the Board with a set of his keys, to be kept in the safe. (It is a good idea to have an extra set with a friend or neighbor in case you lock yourself out.)
4. To avoid plumbing problems, avoid putting any of the following in sinks or toilets: grease, cleaning tissue, cigars or cigarettes, plastics, cotton, cloth, teabags, excessive detergent, or hazardous wastes. (Safety of pipes in the use of Dra no, Liquid Plumr, etc., has been questioned.) After use of the disposer be sure to flush it thoroughly even after it is empty. The Management Company asks that the owners turn off water in case of absence of more than a week.
5. Each member must dispose of his own trash.
  - a. Garbage, trash papers, etc., should be bagged tightly in plastic bags and placed in underground receptacles at either end of the building. (Please close lids tightly.)
  - b. Other trash, such as cartons, magazines, broken glass (so labeled), etc., should be placed on the grass near the road at the east end of the building. Set things out the evening before pick-up. Pick-up days are Monday and Thursday.
  - c. Newspapers are recycled. They are to be put in the yellow containers in the first-floor laundry rooms in time for the Thursday 7:00 a.m. pick-up. (No plastic bags or string ties.)
6. Each apartment has been supplied with a smoke alarm. Replacement of the alarm or the battery is the owner's responsibility. After a long absence the owner should check the battery by pressing the surface button to be sure the alarm is in working order. A battery usually lasts about a year and gives off a birdlike sound when it is dying.

SECTION B - OWNERS' RESTRICTIONS ON USE OF APARTMENTS

1. Any commercial use of an apartment is prohibited.
2. Any structural changes within the apartment and any alterations or decorations visible from the outside may be made only with Board permission in the manner described in the By-Laws, Article 10 Section 3 C.
3. No For Sale or For Lease sign may be placed in a window or in any common area. *except during an "Open House"*

SECTION C - USE OF COMMON PROPERTY

1. General Use
  - a. Owners are asked to keep radios, tv's and outside conversation at a low level especially between 11 p.m. and 8 a.m.
  - b. Children are restricted from playing in the lobby, on stairways and walkways, and riding unnecessarily in the elevator.



- c. No pets are allowed on the property.
- d. No laundry, plants, or furniture are to be placed on common property.

2. Specific Use

- a. Fire extinguishers. There are three fire extinguishers on each floor, at corners of the building and in the center; and three fire alarm boxes, one at each stair well. Please check for the one nearest you. Its use will call the Fire Department and alert your neighbors.
- b. The refrigerator in the recreation room is for the use of all residents. Please do not leave food there for an extended period.
- c. Laundry rooms have their own directions posted on the wall. Please don't overload the machines with clothes or soap. If a breakdown is caused by overloading, the expense of repair will be charged to the person responsible.
- d. Pool. See rules posted on pool deck railing. If using the pool at night, the extra lights must be turned on (and off afterwards).
- e. Docks.
  - 1. The condominium dock is for the use of guests who may tie up for 48 hours.
  - 2. The use of any dock for fishing is prohibited.
- f. Complaints. Owners are requested to make their complaints regarding any work contractors to the Board in writing and put in the Condo mail box. Do not disturb the workmen.

SECTION D - PARKING

- 1. Each family unit is provided with one parking space as assigned by the Board. Only passenger cars or other vehicles allowed by Florida State law are permitted to park in these spots. No commercial vehicles are allowed.
- 2. The assigned parking space remains with the owner so long as the ownership lasts. An owner may request a change in his assigned space. Board approval will depend on whether such a change is possible without inconveniencing another owner.
- 3. No parking space is permanently associated with a particular Family unit, and no Unit should be offered for sale with the guarantee of a particular parking place without first obtaining written permission from the Board.
- 4. Guest spaces are not for permanent parking. They are for the use of our guests or workers. The one guest space marked "SHORT TERM" is reserved especially for guests with handicaps or for anyone needing to be near the elevator for unloading.
- 5. An owner of two cars must make arrangements to have the second car parked away from the condominium - not in a guest spot. If he finds an assigned space that is not being used he may ask permission to use it until the owner needs it. (Spaces may not be rented.) The Board needs notification of this arrangement to identify the cars in our spaces.

AMENDMENT TO THE AMENDED RESOLUTION ARTICLE 10  
OF THE BYLAWS OF

HARBOUR TERRACE CONDOMINIUM CORPORATION, INC.

Section 6 (Rules of Conduct), Article 10 of the Resolution dated September 9, 1989, amending Bylaws of Harbour Terrace Condominium Corporation, Inc., is amended to read as follows:

D. ~~Use of the parking areas designated in the General Common Areas shall be limited to passenger automobiles. Pickup trucks, RVs, trailers, mobile homes, boats, motor bikes, motor scooters, motorcycles and the like are prohibited. For reasons of safety and liability, use of the parking areas as play areas by adults or juveniles is strictly forbidden.~~

PARKING:

1. Each Unit Owner is assigned one (1) parking space. There is a limit of two (2) motor vehicles per Unit in the Harbour Terrace Condominium. The Owners and Occupants of a Unit shall not park more than two (2) motor vehicles total in the Harbour Terrace Condominium for each Unit owned, leased or otherwise occupied.
2. Guest parking spaces are designated by the notation "OWNER 701" on the concrete parking blocks. Guest parking spaces are to be used primarily for the parking of guests of Unit Owners. However, Unit Owners may use a guest spot for parking of second personal vehicles, on a first-come, first-served basis, as long as their assigned space is occupied by their primary personal vehicle. It is expected of all Unit Owners that they conduct their use of guest parking spaces in a manner which is equitable, accessible, and fair to all.

3. The only vehicles that are permitted in Harbour Terrace are: a standard sedan or coupe or convertible automobile, SUV, or the like. Further, vans, pickup trucks and motorcycles are permitted if they meet the following criteria:

a. Vans.

- All vans must have at least two (2) rows of seating, with no more than three (3) rows of seating total. Each row of seating must have windows.
- Vans must be used for personal transport only - no commercial vans permitted. No signs or placards shall be displayed.

b. Pickup Trucks.

- Pickup trucks are to be used as personal passenger vehicles only - no commercial trucks permitted.
- Pickup trucks can have no signs or placards, no ladders or racks, no external tool boxes or the like.
- Pickup trucks cannot exceed the manufacturer's intended length of a full-size 2-door or 4-door pickup truck with no more than four (4) wheels total. Dual rear wheels are prohibited.

c. Motorcycles/Motor Scooters.

- All motorcycles and motor scooters must possess original exhaust equipment.
- Motorcycles and motor scooters, when parked, must occupy the paved area behind the parking

3. c. Motorcycles/Motor Scooters.

- block and parallel to the parking block of the Unit Owner's space and the common area, as long as the motorcycle/motor scooter can fit within the lateral confines of the Unit Owner's space.
  - Motorcycle/motor scooter owners shall not "rev" or "gun" their motors excessively at any time, with particular attention to the early morning or evening hours. Motorcycles/motor scooters with loud engine noise, which is disturbing to Residents, are not permitted.
4. Parking of trailers, motor homes, R.Vs, boats, or commercial vehicles, of any kind, on condominium property, is prohibited.
5. For reasons of safety and liability, use of the parking areas as play areas, by adults or juveniles, is prohibited.
6. Service vehicles of vendors performing work at Harbour Terrace are permitted for the limited duration of the work being performed.

*Adopted February 7, 1994*

HARBOUR TERRACE CONDOMINIUM CORP. INC.

Proposed Amendments to the DECLARATION OF CONDOMINIUM  
Section 5. Conditions, restrictions, limitations, and uses.

February 7, 1994

Question # 2 (Please vote on your proxy sheet)

L. Sale of a Family Unit: ..... In that all Family Units are required to be utilized for residential purposes, ownership of all family Units shall be restricted to an individual person, or persons, and ownership by corporations, partnerships or business groups is prohibited.

Question # 3 (Please vote on your proxy sheet)

M. Leasing of a Family Unit: In that Family Units are required to be utilized for residential purposes, and in order to inhibit transiency and to impart residential conformity and character to the condominium community, the owner of each Family Unit shall occupy and use such Unit as a private dwelling for himself and his family and for no other purposes, including business purposes. Accordingly, the leasing of Family Units to others, as a regular practice for business, speculative, investment or other similar purposes is prohibited.

L. If, as a result of medical or other valid reason, demonstrated to the Board of Directors, the owner is unable to occupy his Family Unit and the Owner has attempted to sell the Family Unit, but has been unable to do so, the Board of Directors, in their sole discretion, may grant a hardship exemption and permit a lease of the Family Unit for a minimum period of seven (7) months and a maximum period of one (1) year.

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Proposed Amendments to DECLARATION OF CONDOMINIUM  
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(Proposed Amendment continued from page 1.)

II. No Owner may lease his Family Unit unless he has obtained the approval to do so from the Board of Directors pursuant to the provisions of Article M.I., above. Further, the Owner seeking to lease shall provide the Board of Directors with a copy of the proposed lease and furnish, to the Board of Directors, such reasonable information concerning the proposed lessee as the Board of Directors may request. The Owner shall include a statement that the proposed lessee has been furnished with a copy of the Condominium Documents, including the Rules and Regulations, and that the proposed lessee has agreed to abide by the provisions and requirements of same. Any lease entered into without compliance with these requirements and/or not having been specifically approved by the Board of Directors shall be null and void. In such instance, the Board of Directors shall have the right to remove said lessee, by legal means, and the Owner shall be responsible for all legal fees and expenses incurred.

III. Under no circumstance may an Owner who has owned his Family Unit for less than one (1) year apply to lease his Family Unit. Further, at no time may more than a maximum of five (5) Family Units be subject to leases.

IV. Under no circumstances may any lessee enter into a sub-lease for any Family Unit, nor may an approved lease for a Family Unit be assigned.

(Proposed Amendments continued on Page 3)

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Question # 4 (Please vote on your proxy sheet)

N. Occupancy by Guests: During the period of time that the Owner is in residence there shall be no restriction upon a reasonable number of guests in the Family Unit. Should the Owner wish to authorize the use of his Family Unit by the members of the Owners immediate family (parents, grandchildren, children and/or siblings), while the Owner is not in residence, the Owner shall be required to so advise the Board of Directors, in writing, prior to such occupancy. Such notice shall include the names and relationship of all such "Family Guest" and the specific period of such occupancy.

L. An Owner shall be permitted to allow non-family "Guests" to occupy his Family Unit not more than three (3) times per calendar year, for a maximum cumulative period of forty-two (42) days per calendar year. In each instance, the Owner shall be required to give the Board of Directors prior written notice of each such visit (when the Owner will not be in residence), including the names and addresses of each Guest and including a statement that no monetary consideration has been given for such use and that the proposed Guests have been furnished with a copy of the Condominium Rules and Regulations, and that the proposed Guests have agreed to abide by the provisions and requirements of same.

END OF PROPOSED AMENDMENTS