



DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
PINEAPPLE WALK I

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINEAPPLE WALK I (hereinafter referred to as the "Declaration") is made this third day of July, 1964 by CFW EQUITIES, INC., a Florida corporation, its corporate successors and assigns (the "Developer") and joined in by PINEAPPLE WALK I HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association").

WHEREAS, the Developer is the owner in fee simple of the real property (the "Land") included within Plat No. 1 of Pineapple Walk (the "Plat") as recorded in Plat Book 47 at Pages 8 through 9 of the Public Records of Palm Beach County, Florida (the "County"), said real property included within the Plat being hereinafter referred to as "PINEAPPLE WALK I"; and

WHEREAS, Developer desires by this Declaration to provide for the preservation of the values and amenities of Pineapple Walk I; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as the Pineapple Walk I Homeowners' Association, Inc. to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of Pineapple Walk I, the enforcement of the covenants, restrictions, easements, reservations, regulations, burdens and liens contained herein and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares that Pineapple Walk I shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with Pineapple Walk I and any part thereof and which shall be binding upon all parties having any right, title or interest in Pineapple Walk I or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

A. Unless defined in this Declaration to have a different meaning, or unless the context clearly requires another meaning, any terms used herein which are defined in the Declaration shall have the same meaning as therein set forth, provided that the provisions hereof shall only be applicable to Pineapple Walk I.

B. "Association" means the Pineapple Walk I Homeowners' Association, Inc.

C. "Association Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "A."

D. "Association Board" means the Board of Directors of the Association.

E. "Association By-Laws" means the By-Laws of the Association, a copy of which is attached hereto as Exhibit "B."

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F. "Association Director" means a member of the Association Board.

G. "Association Property" means such portions of Pineapple Walk I as are dedicated to the Association in the Plat, said lands being labelled "Tract 'A'" and "Pineapple Walk Drive" on the Plat, or conveyed to the Association or stated to be Association Property by this Declaration and includes the "Recreation Parcel," "Landscape and Open Areas," "Ingress and Egress Areas," and the "Parking Areas."

H. "Association Rules and Regulations" means the Rules and Regulations adopted by the Association.

I. "Block" means one of the parcels of land included within the Plat upon which a series of more than two attached single-family "Dwelling Units" (each such Dwelling Unit being referred to as a "Residence"), are to be constructed (a building constructed on a Block and containing Residences being hereinafter referred to as a "Block Building") and which Blocks are designated as such on the Plat with the portions thereof upon which individual Residences may be constructed being designated by arabic numbers on the Plat.

J. "Common Structural Elements" means certain physical elements, features or parts which are structural elements of a Block Building or of more than one (1) Residence contained in said Block Building, as more specifically described in Article X of this Declaration.

K. "Declaration" means this instrument.

L. "Institutional Mortgagee" means (a) any lending institution having a first mortgage lien upon a Residence, including any of the following institutions: a Federal or State Savings and Loan or Building and Loan Association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Florida or a life insurance company; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and such other secondary Mortgage Market Institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Residence; or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders (herein referred to as "Lenders") which have loaned money to Developer to acquire, or construct improvements upon Pineapple Walk I and who have a mortgage lien on Pineapple Walk I securing such a loan.

M. "Member" means a member of the Association.

N. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Pineapple Walk I Documents and includes, but is not limited to:

1. "Block Expenses" which are those expenses incurred or to be incurred by the Association with respect to the operation, administration, maintenance, repair or replacement of the property included within a Block or a Block Building and the improvements constructed thereon under the provisions of any Pineapple Walk I Documents including, but not limited to, this Declaration; and

2. "Association Expenses" means and includes the costs and expenses described in the Pineapple Walk I Documents as such and includes those incurred by the Association in administering, operating, reconstructing, maintaining, repairing and replacing the Association

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Property as well as all property for which the Association has such obligations as set forth in the Pineapple Walk I Documents or as may be set forth on the Plat and the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas and Parking Areas or any portions of any of the foregoing or any improvements constructed thereon.

O. "Owner" means the owner or owners of the fee simple title to a Residence in Pineapple Walk I and includes Developer for so long as it is the owner of the fee simple title to any portion of Pineapple Walk I.

P. "Pineapple Walk I Documents" means in the aggregate this Declaration, the Association Articles, the Association By-Laws, the Association Rules and Regulations, and all of the instruments and documents referred to therein or referred to herein.

Q. "Plat" means Plat No. 1 of Pineapple Walk recorded in Plat Book 47, Pages 8 through 9 of the Public Records of the County.

R. "Property Plan" means the Property Plan attached hereto as Exhibit "C."

ARTICLE II

OVERALL DEVELOPMENT PLANS

A. Developer is the owner of the Land and has established a Land Use Plan therefor. The Land Use Plan is shown on the Property Plan, which is Exhibit C hereto. The Property Plan shows the Blocks, the Recreation Parcel, the Landscape and Open Areas, Ingress and Egress Areas, Parking Areas and certain other easements. All of Pineapple Walk I will be administered by the Association. All owners shall be members of the Association, as set forth in the Pineapple Walk I Documents.

B. Boca Del Mar Improvement Association, Inc. ("Improvement Association") and the Declaration of Restrictions.

Certain real property, which includes Pineapple Walk I (the "Real Property") is owned subject to the Restrictions recorded in Official Records Book 2183, Page 1517, of the Public Records of Palm Beach County, Florida (the "Restrictions"). The Restrictions describe certain common property which serves all of the Real Property, and sets forth the procedure for the administration, maintenance and upkeep of such common property and provides that the costs thereof be assessed by the Improvement Association and sets forth certain remedies for the enforcement of such assessments, including, but not limited to, lien rights against each "Unit." The Restrictions also set forth certain restrictions on the use of all Units. The term "Unit" under the Restrictions includes, but is not limited to, the Residence. Pursuant to the Restrictions and the Articles and By-Laws of the Improvement Association, each Residence Owner shall be a member of the Improvement Association.

ARTICLE III

CERTAIN LAND USE CLASSIFICATIONS; CERTAIN EASEMENTS; RULES AND REGULATIONS; CONVEYANCE OF CERTAIN PROPERTY

In consideration of the benefits hereinafter contained and the payment of the Operating Expenses, Developer does hereby declare and the Association agrees that the following provisions shall be applicable to Pineapple Walk I:

A. Recreation Parcel

"Recreation Parcel" is that portion of Pineapple Walk I designated as the Recreation Parcel on the Property Plan and shall be used for recreational and social purposes by the Association and the Owners and their family members, guests, invitees and lessees in accordance with this Declaration. Such portion of the Recreation Parcel upon which Developer has constructed, or hereafter constructs, improvements shall be kept and maintained for use in a manner consistent with the nature of such improvements located, or to be located, thereon.

B. Landscape and Open Areas

"Landscape and Open Area" is that portion of Pineapple Walk I designated on the Property Plan as a Landscape and Open Area or improved as same by Developer and shall be used, kept and maintained as beautification and landscape and open area and not for residential, commercial or industrial purposes of any kind. Notwithstanding the foregoing, should a Residence which is constructed within a Block encroach upon a Landscape and Open Area, such encroachment shall not be deemed violative of the provisions hereof. Bicycle and jogging paths as the Developer or the Association shall designate or construct, if any, shall be permitted on the Landscape and Open Area with this recitation not being construed to limit bicycle and jogging paths to the Landscape and Open Area nor construed to limit that which otherwise would be permitted on Landscape and Open Area. Further, mailboxes and trash dumpsters as the Association shall allow, if any, may be placed on portions of the Landscape and Open Area designated by the Association. The Landscape and Open Area shall be kept and maintained in a manner consistent with the nature and style of the plantings located, or to be located, thereon.

C. Ingress and Egress Areas

"Ingress and Egress Areas" are those portions of Pineapple Walk I designated by Developer for use as Ingress and Egress Areas or shown on the Property Plan as such and shall be used, kept and maintained as private drives for the use of the Association, the Developer and the Owners and their family members, guests, licensees, lessees and invitees; provided that there is hereby granted and reserved to any municipality of which Pineapple Walk I may hereafter be a part (Pineapple Walk I presently being located in unincorporated Palm Beach County), the County, the State of Florida and the United States of America (the foregoing being hereinafter collectively referred to as the "Governmental Authorities") a nonexclusive easement for ingress and egress over and across the Ingress and Egress Areas for all activities of the Governmental Authorities in providing all governmental services including, but not limited to, police and fire protection, garbage collection, mail delivery, building inspections, etc. (collectively the "Governmental Purposes"). The easements in favor of the Governmental Authorities herein granted for Governmental Purposes (the "Governmental Easements") shall inure to the benefit of and run exclusively to such Governmental Authorities and no other persons or entities shall have any rights, claims or interests by reason of or arising under the easements herein granted in favor of the Governmental Authorities. Notwithstanding the foregoing, should a Residence which is constructed within a Block encroach upon an Ingress and Egress Area, such encroachment shall not be deemed violative of the provisions hereof. The Ingress and Egress Areas are subject to easements which are hereby granted and imposed upon the Ingress and Egress Areas in favor of the County, utility companies and the Association, and the designees of the Developer and the Association for

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the construction, operation and maintenance of underground utility and drainage facilities.

D. Parking Areas

"Parking Areas" are those portions of Pineapple Walk I designated on the Property Plan as such or constructed for such use by Developer and shall be used for parking of vehicles not precluded from being parked thereon under the Pineapple Walk I Documents. The Parking Areas are subject to easements which are hereby granted and imposed upon the Parking Areas in favor of the County, the utility companies and the Association and the designees of the Developer and the Association for the construction, operation and maintenance of underground utility and drainage facilities and also the Governmental Easements. Further, mailboxes and trash dumpsters as the Association shall allow, if any, may be placed on portions of the Parking Areas designated by the Association so long as such placement does not preclude any parking space from being used as such.

E. Certain Easements

The Developer hereby reserves unto itself, and hereby grants to the Association and such appropriate utility and other service companies or providers of the services hereinafter set forth as are from time to time designated by the Developer or the Association, such easements over, under, in and upon the Blocks, Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas and Parking Areas and/or any other portions of Pineapple Walk I as may be necessary to provide utility services and for ingress and egress for persons and vehicles to provide and maintain such utility services, including, but not limited to, power, electric, sewer, water, drainage, telephone, gas, lighting facilities, irrigation, television transmission and cable television facilities, telecommunications, security service and facilities in connection therewith for Pineapple Walk I or "Pineapple Walk II" (as hereinafter defined) or portions thereof; provided that all facilities for any of the foregoing shall be installed underground except those aboveground facilities as shall be permitted in writing by the Association. The foregoing shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence, Ingress and Egress Areas or Parking Area) provided that the use and enjoyment of the easement and installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (such as, but not limited to, temporary alteration or removal of a fence or temporary excavation within an Ingress and Egress Area or Parking Area) and provided that same is repaired and/or restored, as the case may be, by the one making use of such easement at its expense and within a reasonable time thereafter. Pineapple Walk I shall also be subject to such easements as may be shown on the Plat.

F. Association Rules and Regulations

The Association shall, from time to time, impose Association Rules and Regulations regulating the use and enjoyment of the Recreation Parcel, the Blocks, the Landscape and Open Area, the Ingress and Egress Areas, the Parking Areas, and other portions of Pineapple Walk I. The Association Rules and Regulations so promulgated shall, in all respects, be consistent with the provisions of the Pineapple Walk I Documents. In the event of any conflict, the following documents shall control in the order stated: this Declaration and amendments, Association Articles,

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Association By-Laws and the Association Rules and Regulations.

G. Conveyance of Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas and Parking Areas

Developer agrees that it shall convey to the Association fee simple title to the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas and Parking Areas subject to the terms and provisions of this Declaration; all applicable Pineapple Walk I Documents and the Plat; real estate taxes for the year of such conveyance; all applicable zoning ordinances; such facts as an accurate survey would show; and all covenants, easements, restrictions and reservations of record or common to the subdivision. While Developer shall have the right to convey such portions or all of the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas and Parking Areas as Developer shall from time to time determine, the conveyance of the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas and Parking Areas shall be deemed to be later than the "Transfer Date" which shall be sixty (60) days after the "Pineapple Walk II Transfer Date," as defined in Article IV of this Declaration.

H. Reservation by Developer

Notwithstanding anything to the contrary herein contained, no improvements constructed by Developer shall be subject to either approval of the Board or the provisions and requirements of this Declaration. Further, in recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of Pineapple Walk I and Pineapple Walk II, Developer hereby reserves for itself and its successors and assigns, and the Association hereby acknowledges that Developer and its successors and assigns shall have the complete right and privilege to the use of and to go on all Association Property for all purposes required in conjunction with and as part of a program of sale, leasing, construction and development including, but not limited to, the right to maintain models and a sales office, place signs, employ sales personnel, use the Association Property, and show Residences without any cost to Developer, its successors and assigns, for such rights and privileges. Any such models, sales area, sales office, signs, or other such items shall not be considered a part of the Association Property and shall remain the property of Developer. Further, Developer may, pursuant to its program of construction, temporarily suspend or interrupt the use of Association Property. In the event Developer damages improvements to the Association Property, it shall restore same to substantially the original condition or such other condition as it determines consistent with the Declaration. For purposes of this Article III, Paragraph H, the term "Developer" shall include any Lender which has loaned money to Developer to acquire or construct improvements upon Pineapple Walk I or its successors and assigns if such Lender or its successors or assigns acquires title to any portion of Pineapple Walk I as the result of the foreclosure of any mortgage encumbering Pineapple Walk I securing any such loan to Developer or acquires title thereto by deed in lieu of foreclosure. Developer's rights and privileges and obligations set forth in this Article III, Paragraph H, as well as Developer's other rights and privileges and obligations as set forth in the Declaration, may be assigned in whole or in part to another developer or such person or entity as Developer in its sole and absolute discretion determines. These rights and privileges herein set forth, which are in addition to and in no way limit any other rights or privileges of Developer under any of the other Pineapple Walk I Documents, shall terminate upon Developer,

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its successors and assigns or other designated person or entity, no longer owning any portion of Pineapple Walk I, or upon Developer's notifying the Association in writing of Developer's voluntary written election to relinquish the aforesaid rights and privileges of use.

I. Disputes as to Use

In the event there is any dispute as to whether the use of a portion of Pineapple Walk I or any portion thereof complies with the covenants, conditions and restrictions contained in this Declaration, such dispute shall be referred to the Developer, and a determination rendered by the Developer with respect to such dispute shall be final and binding on all parties concerned therewith, provided, however, any use by Developer in accordance with subparagraph 20 of Paragraph J of this Article III shall be deemed a use which complies with the Declaration.

J. Additional Provisions for the Preservation of the Values and Amenities of Pineapple Walk I

In order to preserve the values and amenities of Pineapple Walk I, the following provisions shall be applicable to Pineapple Walk I:

1. Plans, Specifications and Locations of Buildings: No building or structure of any kind, including, without limitation, additions, improvements, alterations, pools, fences, walls, patios, terraces, screened enclosures, or barbecue pits shall be erected or altered until the plans and specifications, exteriors, including exterior colors, location and sealed plot plan thereof, in detail and to scale, shall have been submitted to and approved by Developer in writing before any construction has begun. Failure to submit the plans, specifications, exteriors, location, and plot plan, in detail and to scale, or failure to acquire the approval of Developer, shall be deemed a material breach of this restriction. Developer shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing, electrical and water management requirements of all regulatory codes. Developer will not assume any responsibility in this regard before, during, or after construction. No exterior colors on any building or structure on the property shall be permitted that, in the sole judgment of Developer, would be inharmonious or discordant or incongruous with the property. Any and all future exterior changes, including but not limited to color changes, must be first approved by Developer in writing.

2. Parking: No parking shall be permitted on the Ingress and Egress Areas.

3. Antennas and Flagpoles: No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or flagpoles shall be permitted.

4. Tents, Shacks or Accessory Buildings: No tents, shacks or accessory or temporary buildings or structures shall be constructed or otherwise placed within Pineapple Walk I except in connection with the construction, development or sales activities permitted under this Declaration or with the prior written consent of the Developer.

5. Animals and Pets: Only common household pets may be kept in a Residence but in no event for the purpose of breeding or for any commercial purposes whatsoever. No

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other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of Pineapple Walk I. All Owners keeping pets in a Residence must obtain from the Secretary of the Association and fill out a "Pet Permission Slip." Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Association Board.

6. Barbecues: Owners shall be permitted to locate and utilize barbecues only upon the respective courtyard of their respective Residences and upon such portions, if any, of the Landscape and Open Area as are, from time to time, designated by the Association Board provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Association Board.

7. Courtyard: No Owner may create any situation which the Association deems to be unsightly in the courtyard in front of the Residence if same can be seen from the Parking or Ingress and Egress Areas.

8. Signs: No signs shall be erected or displayed on the Land or on any structure, unless the placement and character, form, size, and time of placement of such sign be first approved in writing by Developer. No free standing signs shall be permitted unless approved in writing by Developer. Said signs must also conform with local regulatory ordinances.

9. Maintenance of Premises: No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any portion of Pineapple Walk I, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that the Association shall fail or refuse to keep Pineapple Walk I free of weeds, underbrush or other unsightly growths or objects, then Developer may enter upon Pineapple Walk I and remove the same at the expense of the Owner or the Association and such entry shall not be deemed a trespass. Pineapple Walk I and any landscaping, buildings, improvements and appurtenances thereon shall be kept in a good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon the failure to maintain Pineapple Walk I and any landscaping, buildings, structures, improvements and appurtenances thereon to the satisfaction of Developer, and upon the Association's failure to make such corrections within thirty (30) days of written notice by Developer, Developer may enter upon Pineapple Walk I and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the Association as a specially assessed Operating Expense. Developer may require the Association to deposit with Developer the estimated cost thereof as determined by the Developer. If any Owner or the Association fails to make payment within fifteen (15) days after requested to do so by Developer, then the payment requested shall be a lien in accordance with the provisions of the Declaration.

10. Mining or Drilling: There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken within any portion of Pineapple Walk I. Activities of Developer or the Association in dredging any lakes or creating, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor will the installation of wells or pumps, in compliance with applicable governmental requirements, or for sprinkler systems for any portions of Pineapple Walk I be deemed a Mining Activity.

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11. Nuisances: No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or illegal activities shall be permitted or maintained on Pineapple Walk I. It is intended, however, that noises or odors which are the reasonably expected result of such uses of Pineapple Walk I as are specifically permitted or contemplated by this Declaration, shall not be deemed unreasonable, obnoxious or a nuisance.

12. Removal of Sod and Shrubbery, Alteration of Drainage, Etc.: Except for Developer's acts and activities in the development of Pineapple Walk I, no sod, topsoil, muck, trees or shrubbery shall be removed from Pineapple Walk I and no change in the condition of the soil or the level of the land of any portion of Pineapple Walk I shall be made which results in permanent change in the flow or drainage of surface water of or within Pineapple Walk I without the prior written consent of Developer.

13. Radio Equipment: No ham radios or radio transmission equipment shall be operated or permitted to be operated without the prior written consent of the Developer.

14. Boats, Motor Vehicles, Trailers, Etc.:

A. No boats, boat trailers, house trailers, motor homes, trucks, "Commercial Vehicles," (as hereinafter defined) vans, motorcycles, motor scooters, go carts, or other motor vehicles or trailers, whether of recreational nature or otherwise, other than in connection with construction, development or sales activities permitted under this Declaration and other than four-wheel passenger non-commercial automobiles and non-commercial vans, shall be placed, parked or stored within Pineapple Walk I; except for temporary periods during which time lawful and permitted work associated therewith is being conducted (e.g., deliveries or repairs to a Residence), but in no event overnight; and except for such four-wheel non-commercial vehicles as Developer shall specifically approve in writing prior to their being placed, parked or stored in Pineapple Walk I.

B. No maintenance or repair to any such boats, trailers, motorcycles, motor scooters, go carts, motor bikes or other motor vehicles (including, but not limited to, any permitted four-wheel passenger automobiles) shall be permitted at Pineapple Walk I.

C. For purposes of this Paragraph 14, the term "Commercial Vehicles" shall include all automobiles, trucks, vans and vehicular equipment, including stationwagons which bear signs or shall have printed on the sides, front, or rear of same reference to any commercial undertaking or enterprise.

D. The Association may promulgate in the Association Rules and Regulations other restrictions and limitations on boats, motor vehicles, trailers, etc.

15. Nonliability of Developer or Association: Developer or the Association shall not in any way or manner be held liable or responsible for approval given hereunder or for any violation of these restrictions by any person or entity other than itself.

16. Owner Compliance; Leases and Tenants:

(a) The covenants, restrictions and servitudes imposed by the Declaration shall apply not only to an Owner or to the Association, but also to any person or persons, entity or entities, occupying the Owner's or the Association's premises under lease from the Owner or the

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Association or by permission or invitation of an Owner or the Association or its tenants, expressed or implied.

(b) Failure of the Owner or Association to notify said persons or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of Developer or the Association of enforcement of these restrictions or any other provision of the Pineapple Walk I Documents and, in addition, the Owner or Association shall be responsible for all violations of these restrictions by its employees, tenants, licensees, invitees, or guests, and by employees, guests, licensees and invitees of its tenants at any time.

(c) The Association may enforce the provisions of this Declaration against any person occupying a Residence whether Owner, lessee, tenant, invitee, guest or other person. Further, each Owner hereby irrevocably delegates to the Association the power for the Association to enforce any provisions of any lease or license or other agreement permitting occupancy of the Residence to the extent it may against an Owner. The right of enforcement includes the right to evict such lessee, tenant, invitee, guest or other such person pursuant to Florida Statutes, in the event any such person violates any of the provisions of this Declaration. Developer shall be entitled to all costs thereof including, but not limited to, attorneys' fees.

17. No Implied Waiver: The failure of Developer or the Association to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or in any other of the Pineapple Walk I Documents (including the Association Rules and Regulations now or hereafter promulgated) shall in no event be deemed a waiver by Developer or the Association or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of the Pineapple Walk I Documents.

18. Basis of Approval: Approval or disapproval of plans and specifications by Developer or the Association shall be based on aesthetic values and conformance with the Declaration only, and shall not be deemed to be approved or disapproved under any applicable regulations of any regulatory agency having jurisdiction. Neither Developer nor the Association shall assume any responsibility for the adequacy of design of any plans or specifications submitted for approval.

19. Delegation to Association: Developer reserves the right to delegate to the Association any or all of the rights of review and approval set forth in this Article III, or elsewhere in this Declaration. Such delegation shall be in writing and may, in Developer's sole and absolute discretion, be on a temporary or permanent basis.

20. No Subdivision: No portion of Pineapple Walk I shall be divided, subdivided or sold except as a whole without the written approval of Developer.

ARTICLE IV

PINEAPPLE WALK II

It is Developer's intention to also develop on property contiguous to Pineapple Walk I a residential development by the name of Pineapple Walk II (which term shall also include any changes to such name). Because of the proximity of the two developments and the natural geographic inter-relationship, Developer has reserved under Article III, paragraph H of this Declaration, certain rights for the benefit of Pineapple Walk II including, but not limited to,

the right of Developer to use and transact business on the Land, to make repairs, to maintain a sales office, to construct facilities without the approval of the Board, and the right to assign such rights. Should Developer develop Pineapple Walk II, Developer will also reserve in the land use documents for Pineapple Walk II similar rights which Developer may exercise in its discretion for the benefit of Pineapple Walk I.

A. Pineapple Walk II Turnover Date

There shall be a homeowners' association administering certain common areas available for all the owners in Pineapple Walk II. These common areas will not be available for use by Pineapple Walk I Owners. The date that Developer gives up controlling the appointment, designation or election of a majority of the board of administration of this master association shall be herein referred to as the Pineapple Walk II Turnover Date.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION; ASSOCIATION BOARD

A. Membership and Voting Rights

Membership in the Association shall be established by the acquisition of ownership of fee title to a Residence as evidenced by the recording of an instrument of conveyance amongst the public records of the County. Further, Developer shall be a Member until such time as Developer owns no portion of Pineapple Walk I. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Pineapple Walk I Documents as same may be amended from time to time. The voting rights of the Members shall be as set forth in the Association Articles.

B. Association Board

The Association shall be governed by the Association Board which shall be appointed, designated or elected, as the case may be, as set forth in the Association Articles.

ARTICLE VI

COVENANT TO PAY ASSESSMENTS FOR OPERATING
EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS;
CERTAIN RIGHTS OF DEVELOPER AND INSTITUTIONAL MORTGAGEES

A. Affirmative Covenant to Pay Operating Expenses

In order to (1) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (2) maintain, operate and preserve the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parking Areas and any other Association Property for the use, safety, welfare and benefit of the Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon each Residence within Pineapple Walk I and each owner

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of a Residence the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all "Assessments" (as hereinafter provided) including, but not limited to, the "Individual Residence Assessments," "Interim Assessments" and "Special Assessments" as hereinafter provided. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Residence, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments for Operating Expenses in accordance with the provisions of the Pineapple Walk I Documents, provided that the Owner shall only be personally obligated for Assessments that fall due during the time the Owner owns the Residence unless otherwise assumed by such Owner, notwithstanding the fact that the Residence may be subject to a lien for Assessments in addition thereto.

B. Establishment of Liens

Any and all Assessments made by the Association in accordance with the provisions of this Declaration or any of the Pineapple Walk I Documents (the "Assessments"), with interest thereon at the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorneys' fees as hereinafter provided, are hereby declared to be a charge and continuing lien upon the Residences against which each such Assessment is made. Each Assessment against a Residence, together with interest thereon at the highest rate allowed by law and costs of collection thereof, including, but not limited to, reasonable attorneys' fees as hereinafter provided, shall be the personal obligation of the Owner of such Residence. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an "Institutional Mortgagee" of record obtains title to a Residence as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Residence or chargeable to the former Owner of such Residence thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof unless the Assessment against the Residence in question is secured by a claim of lien for Assessment that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

C. Collection of Assessments by Association

In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To accelerate the entire amount of any Assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of

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monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof, including, but not limited to, reasonable attorneys' fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default.

3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

4. To file an action at law to collect said Assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure in the Association.

D. Collection by Developer

In the event for any reason the Association shall fail to collect the Assessments, then in that event, the Developer shall at all times have the right (but not the obligation): (1) to advance such sums as the Association could have advanced as set forth above; and (2) to collect such Assessments and, if applicable, any such sums advanced by Developer; using the remedies available to the Association as set forth above, which remedies (including, but not limited to, recovery of attorneys' fees) are hereby declared to be available to the Developer.

E. Rights of Developer and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

The Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Residences. Further, the Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. The Developer and any Institutional Mortgagees paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus any costs of collection including, but not limited to, reasonable attorneys' fees and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to the Developer if the Developer is entitled to reimbursement.

ARTICLE VII

**METHOD OF DETERMINING ASSESSMENTS
AND PROPERTY AND OWNERS TO ASSESS**

A. Determining Amount of Assessments

The total anticipated Operating Expenses for each calendar year shall be set forth in a budget prepared by the Association Board as required under the Pineapple Walk I Documents. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a "Special Assessment" as hereinafter set forth) shall be apportioned equally among the Residences by dividing the total anticipated Operating Expenses as reflected by the Association Budget, other than those Operating Expenses which are properly the subject of a Special Assessment

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(adjusted as hereinafter set forth), by the Total Number of Residences which are located at Pineapple Walk I and which have received a Certificate of Occupancy from the applicable governmental entity, with the quotient thus arrived at being the "Individual Residence Assessment."

B. Assessment Payments

The Individual Residence Assessments shall be payable quarterly, in advance, on the first day of each of January, April, July and October of each year or monthly as determined from time to time by the Association Board. The Individual Residence Assessment and all installments thereof shall be adjusted from time to time by the Association Board to reflect changes in the number of Residences (thus apportioning all such Assessments and installments thereof among all Residences which have received a Certificate of Occupancy from the applicable governmental entity in existence at the time such installment is due) or changes in the Association Budget or in the event that the Association Board determines that the Assessments or any installment thereof is either less than or more than the amount actually required.

C. Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Pineapple Walk I Documents, those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for, or on, the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parking Areas and any other Association Property or the cost (whether in whole or in part) of reconstructing or replacing such improvements. Special Assessments shall be assessed in the same manner as the Individual Residence Assessment and shall be in addition to any Interim Assessment, provided that no Residence for which Developer is responsible for paying the Individual Residence Assessment shall be subject to any Special Assessments without the prior written consent of Developer. Special Assessments shall be paid in such installments or in a lump sum as the Association Board shall, from time to time, determine.

D. Developer's Interim Assessment Not the Obligation of Institutional Mortgagees

Notwithstanding anything to the contrary herein contained, it is specifically understood and declared and each Owner by the acceptance of a deed or other instrument of conveyance of a Residence within Pineapple Walk I shall be deemed to have acknowledged and agreed that no Institutional Mortgagee (as defined in this Declaration), or any successors or assigns of such Institutional Mortgagee, or any person acquiring title to any part of Pineapple Walk I by reason of the foreclosure of an Institutional Mortgage or deed taken in lieu of such foreclosure shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of the Developer: (1) to guarantee the level and/or duration of any Interim Assessments provided for under any of the Pineapple Walk I Documents; or (2) to pay the difference between the actual Operating Expenses and the Interim Assessments, if any, assessed against Residences and the Owners thereof during any "Interim Period" as may be provided for in any of the Pineapple Walk I Documents.

E. Liability of Owners for Individual Residence Assessments

By the acceptance of a deed or other instrument of conveyance of a Residence in Pineapple Walk I, each Owner thereof acknowledges that each Residence and the Owners

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thereof are jointly and severally liable for their own Individual Residence Assessment and their applicable portion of any Special Assessments (as to Special Assessments, subject to the limitations thereon relating to Residences owned by Developer), as well as for all Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Residences for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessments insofar as Developer is concerned). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for himself and his heirs, executors, successors and assigns, that in the event Owners fail or refuse to pay their Individual Residence Assessment or any portion thereof or their respective portions of any Special Assessments or any other Assessments, then the other Owners may be responsible for increased Individual Residence Assessments or Special or other Assessments due to the nonpayment by such other Owners, and such increased Individual Residence Assessment or Special or other Assessment can and may be enforced by the Association and the Developer in the same manner as all other Assessments hereunder as provided in this Declaration. The limitations applicable to Residences owned by Developer insofar as Special Assessments are concerned also apply to any portion of an Assessment arising from the failure of any Owner to pay a Special Assessment or any portion thereof.

F. "Interim Assessment" During "Interim Period"

Individual Residence Assessment During Interim Period: The term "Interim Period" shall mean a period of time commencing with the date of recordation in the Public Records of Palm Beach County, Florida, of this Declaration and continuing through December 31, 1984. Developer reserves the right to extend the Interim Period beyond December 31, 1984, and thereafter on one or more occasions to again extend it. The Association shall be advised in writing of any such extension of the Interim Period at least thirty (30) days prior to the termination of the Interim Period or an extension thereof. During the Interim Period, it is covenanted and agreed by Developer and the Association that the Individual Residence Assessment for each Residence shall not exceed an annual amount of Eight Hundred and Twenty-Eight and 00/100 (\$828.00) Dollars ("Interim Assessment") through December 31, 1984. Each Residence shall pay its Interim Assessment to the Association as provided herein. During the Interim Period, Developer covenants and agrees with the Association and the Owners of the Residences that Developer will pay the difference, if any, between the Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) incurred by the Association during the Interim Period and the amount assessed as the Interim Assessment. Notwithstanding anything contained herein the Interim Period shall terminate upon the "Turnover Date" (as that term is defined in the Association Articles). In consideration of Developer establishing the Interim Assessment during the Interim Period and any extension thereof, notwithstanding any provision of this Declaration, Developer, during the Interim Period or any extension thereof, shall not pay the Individual Residence Assessments for Residences it owns.

G. Notwithstanding anything contained herein, any Residences which have received a Certificate of Occupancy from an applicable governmental entity shall be required to pay the Individual Residence Assessments (except for Residences owned by Developer during the Interim Period). In the event of any dispute as to whether a Residence has received a Certificate of Occupancy from an applicable

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governmental entity, said dispute shall be referred to the Developer whose determination shall be final and binding on all parties thereto.

ARTICLE VIII
OPERATING EXPENSES;
CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Association Property, including the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, and Parking Areas, are hereby declared to be Operating Expenses which the Association is obligated to assess and collect and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Pineapple Walk I Documents.

A. Taxes

Any and all taxes or special assessments levied or assessed at any and all times upon any Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parking Areas or any other Association Property or any improvements thereto or thereon by any and all taxing authorities, including, without limitation, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the said Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parking Areas or any other Association Property and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon as opposed to any such levies or assessments against an individual Residence which shall be paid by the Owner thereof.

B. Utility Charges

All charges levied for utilities providing services for the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parking Areas or any other Association Property or providing services for the individual Residences though not separately metered to such Residences, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other type of service charge.

C. Telecommunications

All charges levied for telecommunications or cable television reception and transmission, including but not limited to cable or satellite reception, if any, as approved by the Board, not separately metered or charged to the individual Residences.

D. Insurance

The premiums on any policy or policies of insurance required to be maintained under the Pineapple Walk I Documents and the premiums on any policy or policies of insurance which the Association determines to maintain even if not required to be so maintained under the Pineapple Walk I Documents.

E. Maintenance, Repair and Replacement

Any and all expenses necessary to (1) maintain and preserve the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parking Areas and any other Association Property; and (2) keep, maintain, operate, repair and replace any and all buildings, improvements,

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fences, personal property and furniture owned by the Association, fixtures and equipment upon the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parking Areas and any other Association Property in a manner consistent with the development of Pineapple Walk I and in accordance with the covenants and restrictions contained herein and in the Pineapple Walk I Documents, and in conformity with all applicable federal, state, County or municipal laws, statutes, ordinances, orders, rulings and regulations; and (3) maintain and repair the portions of Pineapple Walk I, including but not limited to, the Common Structural Elements, which are the responsibility of the Association as provided for in the Pineapple Walk I Documents.

F. Administrative and Operational Expenses

The costs of administration for the Association in the performance of its functions and duties under the Pineapple Walk I Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or an otherwise-related entity of Developer) to assist in the operation of the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parking Areas and any other Association Property, or portions thereof, and to perform or assist in the performance of certain obligations of the Association under the Pineapple Walk I Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Operating Expenses.

G. Compliance with Laws

The Association shall take such action as it determines necessary or appropriate in order for the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parking Areas and any other Association Property and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be an Operating Expense.

H. Indemnification

The Association covenants and agrees that it will indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parking Areas and any other Association Property and improvements thereof and thereon, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted) and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under any of the Pineapple Walk I Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the

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Pineapple Walk I Documents to be kept or performed by the Association or the Owners. The costs and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be an Operating Expense, provided that the amount of any Assessment arising therefrom shall be in addition to, and not part of, any Interim Assessment provided for in the Pineapple Walk I Documents.

I. Failure or Refusal of Pineapple Walk I Contributing Unit Owners to Pay Assessments

Funds needed for Operating Expenses due to the failure or refusal of Owners to pay Assessments levied shall, themselves, be deemed to be Operating Expenses and properly the subject of an Assessment provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon with respect to Residences owned by Developer.

J. Extraordinary Items

Extraordinary items of expense under the Pineapple Walk I Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment subject to the limitations thereon with respect to Residences owned by Developer.

K. Matters of Special Assessments Generally

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Association Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Pineapple Walk I Documents must also be approved by the affirmative vote (at any meeting thereof having a quorum) of the Association Members, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parking Areas or Association Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditures shall be the subject of a Special Assessment. Special Assessments shall be in addition to Interim Assessments and Developer shall not be obligated for Special Assessments.

L. Costs of Reserves

The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation and/or deferred maintenance of the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parkings Areas and any other Association Property and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Association Board from time to time shall be an Operating Expense. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

M. Miscellaneous Expenses

The cost of all items of costs or expense pertaining to or for the benefit of the Association or the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parking Areas or any other Association Property, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item

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of Operating Expense by the Association Board shall be an Operating Expense.

ARTICLE IX

INSURANCE

The Association shall purchase the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

A. Public Liability Insurance

A comprehensive policy or policies of public liability insurance naming the Association and, until the Transfer Date, the Developer as named insureds thereof and including the Owners as insureds thereunder insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parking Areas and any other Association Property and any improvements and buildings located thereon as well as the "Common Structural Elements" (as may be set forth in the Declaration) of the various Block Buildings and for any other risks insured against by such policies with limits of not less than \$1,000,000.00 for damages incurred or claims for personal injury for any one occurrence (with no separate limit stated for the number of claims) and not less than \$100,000.00 for property damage incurred or claimed for any one occurrence (with no separate limit stated for the number of claims). Such coverage shall include as appropriate, without limitation, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as are customarily covered with respect to areas similar to the Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas, Parking Areas and Association Property in developments similar to Pineapple Walk I in construction, location and use. The insurance purchased shall contain a "Severability of Interest Endorsement." or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Association, the Developer or any other Owners or deny the claim of either the Developer or Association because of negligent acts of the other or the negligent acts of an Owner.

B. Building Insurance

Insurance for the Block Buildings and all buildings constructed on the Recreation Parcel or other Association Property in an amount equal to one hundred (100%) percent of the "Replacement Value" thereof with an "agreed amount of Inflation Guard Endorsement." if available, a "Construction Code Endorsement" (including a "Demolition Cost Endorsement" "Contingent Liability from Operation of Building Laws Endorsement," and an "Increased Cost of Construction Endorsement") or its equivalent, if necessary. The term "Replacement Value" shall mean one hundred (100%) percent of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Association Board may determine the kinds of coverage and proper and adequate amount of insurance. Such insurance shall afford protection against at least the following:

1. loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and

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2. such other risks as shall customarily be covered with respect to areas similar to the Blocks, Recreation Parcel and Association Property in developments similar to Pineapple Walk I in construction, location and use.

The Association may also obtain, provided same is available, flood insurance sponsored by the federal government on all buildings constructed on the Recreation Parcel or Association Property and the Block Buildings. If the Association does not obtain flood insurance, then the Residence Owner may obtain same at Residence Owner's expense.

C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. The Institutional Mortgagee holding the highest dollar indebtedness encumbering Residences in Pineapple Walk I (the "Lead Mortgagee") shall have the right, for so long as it holds such highest dollar indebtedness, to approve the form of such insurance policies, the amounts thereof, the company or companies which shall be the insurers under such policies, the insurance agent or agents and the designation of an "Insurance Trustee" (as hereinafter defined), if it deems the use of an Insurance Trustee to be necessary, and a successor Insurance Trustee, which approval shall not be unreasonably withheld or delayed. If the use of an Insurance Trustee is requested in writing, as stated above, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Association Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee. The Association shall also have the right to designate an Insurance Trustee (the "Insurance Trustee") to act as an Insurance Trustee in the manner provided in this Declaration, which Insurance Trustee shall be a commercial bank or trust company which is authorized to do business in the State of Florida and which has its principal office in Palm Beach County, Broward County or Dade County, Florida, and thereafter, at any time and from time to time, the Association shall have the right to change the Insurance Trustee to another such bank or trust company.

2. If an Insurance Trustee is required, then all policies of insurance purchased by the Association shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, and the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its services as Insurance Trustee. The Association Board is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association in which Owners have or may have an interest. The Insurance Trustee shall not be liable in any manner for the payment of any premium on policies, the renewal of policies, the sufficiency of the coverage of any such policies or any failure to collect any insurance proceeds under any policies.

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3. In the event of any damage to a Block Building, no mortgagee shall have any right to participate in the determination of whether the Block Building is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds received by the Insurance Trustee to the repayment of its loan, unless such proceeds are distributed to Owners and/or their respective mortgagees.

4. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it as such Insurance Trustee and to hold such proceeds in trust for the Association, Owners and Institutional Mortgagees under the following terms:

(a) In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Residences without any loss to any improvements within the Common Structural Elements, the Insurance Trustee shall immediately pay all insurance proceeds received as a result of such loss directly to the Owners of the Residences damaged and their Institutional Mortgagees, if any, as their interests may appear, and it shall be the duty of such Owners to use such proceeds to effect the necessary repairs to the Residences and to return the Residences to their prior condition according to the standards required under the Pineapple Walk I Documents. The Insurance Trustee must rely upon the written statement of the Association as to whether a Residence or a Common Structural Element or both have suffered damage insured under any policies held by the Insurance Trustee.

(b) In the event that a loss of Fifty Thousand (\$50,000.00) Dollars or less, as determined by detailed estimates or bids for repair and reconstruction obtained by the Association Board, occurs to any Common Structural Elements or to any Residences and Common Structural Elements which are contiguous, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association shall promptly cause the necessary repairs to be made to the Common Structural Elements and to any such damaged contiguous Residences. In such event, should insurance proceeds be sufficient for the repair of the damaged Common Structural Elements but insufficient for the repair of all of the damage to the Residences contiguous thereto, the proceeds shall be applied first to completely repair the Common Structural Elements, and the balance of the funds shall be apportioned by the Association to repair the damage to the Residences, which apportionment shall be made to each Residence in accordance with the proportion of damage sustained by each of such Residences as estimated by the insurance company or companies whose policies cover such damages. Any deficiency between such proceeds apportioned to a damaged Residence and the cost of the repair of such damaged Residences shall be made up by a Special Assessment against the Owner of such damaged Residence. In the event the insurance proceeds are insufficient to pay for the cost of repair of the Common Structural Elements, the Association Board shall hold a special meeting to determine a Special Assessment against all of the Residences of the affected Block Building to obtain any necessary funds to repair and restore the damaged Block Building and to obtain any necessary funds to repair and restore the damaged Common Structural Elements. Such Special Assessment need not be uniform as to all Residences, but may be in accordance with such factors as the Association Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Association Board of the amount of such Special Assessment, the Association Board shall immediately levy such Special Assessment against the respective Residences in the affected Block Building setting forth the date or dates for payment of same.

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(c) In the event the Insurance Trustee receives proceeds in excess of Fifty Thousand (\$50,000.00) Dollars as a result of damages to any Common Structural Elements or to any Residences and Common Structural Elements which are contiguous, then the Insurance Trustee shall hold in trust all insurance proceeds received with respect to such damages, together with any and all other monies paid to the Insurance Trustee pursuant to the following subparagraph (c)(iii) and shall distribute such funds in the following manner:

(i) The Association Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same.

(ii) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements or if the insurance proceeds, together with the funds described in subparagraph (c)(iii) below are sufficient for such purpose, then such damaged improvements shall be completely repaired and restored. The Association Board shall negotiate for the repair and restoration of such damaged Block Building, and the Association shall negotiate and enter into a construction contract with a contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Association Board, which contractor shall post a performance and payment bond with respect to such work. The Insurance Trustee shall disburse the insurance proceeds and other applicable funds held in trust in accordance with provisions for progress payments to be contained in such construction contract; provided, however, prior to any payment of such funds, the payees of such funds shall deliver to the Insurance Trustee any paid bills, waivers of liens under any lien laws and executed affidavits required by law, the Association or any respective Institutional Mortgagees.

(iii) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements, the Association Board shall hold a special meeting to determine a Special Assessment of Block Expenses against all of the Residences in the affected Block Building (the "Affected Residences" and "Affected Block Building" respectively) to obtain any necessary funds to repair and to restore such damaged improvements. Such Special Assessment need not be uniform as to all Affected Residences, but may be in accordance with such factors as the Association Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Association Board of the amount of such Special Assessment, the Association Board shall immediately levy such Special Assessment against the respective Affected Residences setting forth the date or dates of payment of the same, and any and all funds received from the Owners of the Affected Residences pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph (c)(ii) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Block Building and the insurance proceeds exceeds the sum of One Hundred Thousand (\$100,000.00) Dollars, and three-fourths (3/4) of the Owners of the Affected Residences advise the Association Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into equal shares and shall promptly pay each share of such proceeds to the Owners of the Affected Residences and Institutional Mortgagees of record thereof as their interests may appear (an "Insurance Proceeds Distribution"). In making such Insurance Proceeds Distribution to the Owners of the Affected Residences and

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the Institutional Mortgagees thereof, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Owners of the Affected Residences and their respective Institutional Mortgagees.

(d) In the event that after the completion of and payment for the repair and reconstruction of the damage to the Block Building, and after the payment of the Insurance Trustee's fee with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in event such repairs and replacements were paid for by any Special Assessment as well as by the insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement or reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Owners in proportion of their contributions by way of Special Assessment.

(e) In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully for any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any Institutional Mortgagee may be enforced by an Institutional Mortgagee.

(f) Any repair, rebuilding or reconstruction of damaged Block Buildings shall be substantially in accordance with the architectural plans and specifications for (i) the originally constructed Block Building, (ii) a previously reconstructed Block Building, or (iii) new plans and specifications approved by the Association Board (as defined in the Declaration); provided, however, any material or substantial change in new plans and specifications approved by the Association Board from the plans and specifications of the previously constructed Block buildings (except such as are required by applicable law or building codes) shall require approval by the Lead Mortgagee. Additionally, until the "Turnover Date" (as defined in the Association Articles) any such material or substantial change in new plans and specifications approved by the Association Board from the plans and specifications of the previously constructed Block Building (except such as are required by applicable law or building codes) shall also require the consent of fifty (50%) percent of the "Purchaser Members" (as defined in the Association Articles) which consent may be evidenced by a writing signed by the required number of Purchaser Members or by the affirmative vote of the required number of Purchaser Members at any regular or special meeting of the Association called and held in accordance with the Association By-Laws evidenced by a certificate of the Secretary or an assistant Secretary of the Association. Notwithstanding anything contained herein, in the event any Block Building is destroyed and the Block Building is reconstructed, then such Block Building shall be reconstructed in accordance with the original plans and specifications as to the number of Residences contained therein, which shall not exceed the original number of the overall dimensions of such Block Building.

(g) The Association Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Residences alone or to improvements within Common Structural Elements contiguous thereto, or both.

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D. Form of Policies

Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for all of Pineapple Walk I or portions thereof, provided that the coverages required hereunder are fulfilled.

E. Fidelity Coverage

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Association Directors and all others who handle and are responsible for handling funds of the Association. Such coverage is to be in the form of fidelity bonds which meet the following requirements to the extent same are reasonably obtainable at a reasonable cost in the judgment of the Association Board:

1. Such bonds shall name the Association as an obligee;

2. Such bonds shall be written in an amount equal to at least the sum of three (3) months' Assessments on all Residences, plus the reserves; and

3. Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

F. Cancellation or Modification

All insurance policies purchased by the Association shall provide that they shall not be cancelled (including for nonpayment of premiums) or substantially modified without at least ten (10) days' prior written notice to the Association and to each first mortgage holder named in the mortgage clause.

G. Errors and Omissions Liability Coverage

Adequate errors and omissions liability coverage is to protect the Board against errors or omissions liability.

ARTICLE X
COMMON STRUCTURAL ELEMENTS

Each Block Building contains or shall contain certain elements, features or parts which are structural elements of the Block Building or of more than one Residence contained in said Block Building (hereinafter referred to as "Common Structural Elements"). The Common Structural Elements of each Block Building include the following:

A. Utility Lines

All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located on or within the "Block Property" (being the particular Block in question and the Block Building located thereon) and which directly or indirectly in any way service more than one Residence in the Block Building in question, all of which are collectively referred to herein as the "Utility Lines."

B. Party Walls

All division walls beginning at the unfinished surface of each side of such wall (hereinafter referred to as "Party Walls") between two Residences located upon a Lot line between two Residences (hereinafter referred to as "Lot Lines"), provided that the mere fact that such a division

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wall between two Residences is found to be not on a Lot line shall not preclude that division wall from being a Party Wall.

C. Roofing

The entire roof of the Block Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing." Should the Roofing or a part thereof extend beyond the Residences, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Roofing as same shall be constructed are hereby imposed.

D. Siding

Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of the Block Building, all of which are collectively referred to herein as the "Siding." Should the Siding or a part thereof extend beyond the Residences, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Siding as same shall be constructed are hereby imposed.

E. Foundation

The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Foundation." Should the Foundation or a part thereof extend beyond the Residences, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Foundation as same shall be constructed are thereby imposed.

ARTICLE XI

USE AND MAINTENANCE OF BLOCK PROPERTY

A. Covenants for Use

1. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Residence within Pineapple Walk I, whether or not it shall be so expressed in such deed or instrument, covenants and agrees that the Residence and the Block Property shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding same as are or may be set forth in the Pineapple Walk I Documents including, but not limited to, this Declaration.

2. No Owner shall in any way damage, injure or impair the Common Structural Elements.

B. Maintenance and Repair of Block Property

The maintenance and repair of the Block Property is either the responsibility of the Owners or the Association as hereinafter more particularly set forth:

1. Responsibility of Owners.

(a) Each Owner shall maintain in good condition and repair and at his own expense (i) all portions of his Residence; (ii) courtyard and fence serving the Residence; (iii) all utility lines, ducts, conduits, pipes, wires and

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other utility fixtures and appurtenances which service only his Residence; and (iv) all glass and screens in windows and doors in his Residence, in a manner consistent and in uniformity with the Block Property. Each Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs. Furthermore, should the negligence or willful misconduct of an Owner result in the need for work (including, but not limited to, work in the nature of maintaining or repairing portions of the Block Property or Association Property including, but not limited to, Recreation Parcel, Landscape and Open Area, Ingress and Egress Areas or Parking Areas) which would otherwise be the responsibility of the Association, the Owner in question shall be liable to the Association for the cost and expense so incurred and shall be subject to a Special Assessment therefor.

(b) Notwithstanding any provision herein to the contrary, no Owner shall undertake the painting, refurbishing, staining or varnishing of or make any other modification to any outside or exterior portion or surfaces of his Residence or the Block Building. However, each Owner shall be responsible for painting the fence serving the Residence which shall be maintained in a good and aesthetically pleasing and sightly manner, provided that no Owner may change the color of the fence or the finish or the type of paint used by Developer without the Association's prior written approval.

(c) Each Owner shall promptly report to the Association any defect known to such Owner which requires repair of the Block for which the Association or a party other than that Owner is responsible.

2. Responsibilities of the Association.

(a) The Association shall maintain and repair the Common Structural Elements and the other portions of the Block which are not the responsibility of any Owner. All painting, refurbishing, staining or varnishing of any outside or exterior portion or surfaces of the Residences or the Block Building, except the fences serving the Residences, shall be the obligation of the Association and the cost thereof shall be a Block Expense.

(b) In the case of a situation deemed an emergency by the Association Board, the Association Board may repair, replace or maintain those portions of the Common Structural Elements or other portions of a Residence and/or the Block which are otherwise the responsibility of any Owner and levy a Special Assessment against such Owner for same.

(c) The Association shall have such other responsibilities for maintenance and repair of the Block and the Block Buildings thereon as may be provided for in this Declaration.

3. Provisions for Interpretation of Responsibilities.

Notwithstanding any provision in this Declaration to the contrary, in the event any Common Structural Element or part thereof located within a Residence (including without limitation Roofing, Siding, pipes for water or sewage or wires or cables for utilities) requires maintenance, repair or replacement and the Association Board determines that the necessity for such maintenance, repair or replacement was due to any act or failure to act on the part of the Owner of the Residence in question and that the cost of such maintenance, repair or replacement would result in an inequitable and unfair burden upon any other

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Residences, then upon such determinations by the Association Board the cost of such maintenance, repair or replacement shall be determined to be the subject of a Special Assessment against such Residences. Decisions of the Association Board with respect to the foregoing shall be consistent.

ARTICLE XII
EASEMENTS

A. Recognition of Existing Easements

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Block Property under this Declaration.

B. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Block Property as covenants running with the Block Property for the benefit of the Owners, the Association and Block Property as hereinafter specified for the following purposes:

1. Utility and Governmental Services Easements. Easements to provide utility services and for Governmental Purposes as is more particularly set forth in Article III hereof including, but not limited to, rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility services and Governmental Purposes subject to the limitations set forth in said Article III.

2. Easement for Encroachment. An easement for the encroachment in favor of all Owners in the event any portion of the Association Property or of any of the Residences now or hereafter encroaches upon any of the other Residences or other portions of Pineapple Walk I as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Owners or their designees.

3. Structural Cross Easements. Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements in favor of the Association, the Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Residences and Common Structural Elements within any of the Block Properties.

4. Right of Association to Enter Upon Block Property. An easement or easements for ingress and egress in favor of the Association by the Association Board or the designees of the Association Board to enter upon the Block Property for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and/or repair in accordance with the Pineapple Walk I Documents, including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Owners.

5. Assignments. The easements reserved hereunder may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Owners hereby

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authorize Developer and/or the Association to execute, on their behalf and without further authorization, such Grants of Easement or other instruments as may from time to time be necessary to grant easements over and upon the Block Property or portions thereof in accordance with or to complement the provisions of this Declaration or applicable Declarations subject to the limitations as to then existing buildings or other permanent structures or facilities constructed within Pineapple Walk I in accordance with this Declaration and the Pineapple Walk I Documents and prior to the use of such easements as is provided in Article III.E hereof.

ARTICLE XIII

MAINTENANCE OF PINEAPPLE WALK I

In order to further establish and preserve Pineapple Walk I, the Owners covenant and shall be obligated at all times to maintain the Pineapple Walk I property as provided for herein and in the Pineapple Walk I Documents in a neat and aesthetically pleasing and proper condition and good repair. In the event that any Owner fails to maintain his Residence and otherwise provide any maintenance required under the Pineapple Walk I Documents (the "Defaulting Owner") the Association shall have the right, though not the obligation, upon thirty (30) days' written notice, to enter the property of the Defaulting Owner for the purpose of performing such maintenance and/or repairs described in the notice. The cost of performing such maintenance and/or repairs and the expense of collection (including, but not limited to, court costs and reasonable attorneys' fees for the services of the Association's attorneys through and including all appeals and whether or not suit be instituted) shall be assessed against the Defaulting Owner and shall become a lien upon the Residence of the Defaulting Owner. Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County of a written statement claiming such a lien on behalf of the Association and setting forth the amount due which shall bear interest from the date thereof at the highest rate allowed by law. The Association shall have all rights and remedies with respect to the enforcement and collection of such lien as the Association would have with respect to liens for Assessments as provided for in this Declaration. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction thereof in recordable form. Furthermore, in the event that the Association fails to maintain such portions of the Pineapple Walk I property as the Association is required to maintain in accordance with the Pineapple Walk I Documents including, but not limited to, this Declaration, the Developer, until the Transfer Date, shall have the right, but not the obligation, upon thirty (30) days' written notice, to enter upon the Pineapple Walk I property for the purpose of performing the maintenance and/or repairs described in the notice. The cost of performing the maintenance and/or repairs and the expense of collection (including, but not limited to, court costs and reasonable attorneys' fees for the services of the Developer's attorneys through and including all appeals and whether or not suit be instituted) shall be assessed by the Developer against the Owners as if same were a Special Assessment (and thus subject to the limitations with respect to Special Assessments as provided for in the Pineapple Walk I Documents) and shall be assessed, levied, collected and enforced by the Developer in the same manner as the Association might assess, levy, collect and enforce same, with the Developer having all of the rights of the Association to so assess, levy, collect and enforce the same.

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ARTICLE XIV

GENERAL PROVISIONS

A. Conflict With Declaration

In the event of any conflict between the provisions of any other Pineapple Walk I Documents and the provisions of this Declaration, the provisions of this Declaration shall control.

B. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (1) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Residence owned by such Owner; and (2) the Association, certified mail, return receipt requested, at Post Office Box 273463, Boca Raton, Florida 33427, or such other address as the Association shall hereinafter notify Developer, and the Owners of in writing; and (3) the Developer, certified mail, return receipt requested, at Post Office Box 273463, Boca Raton, Florida 33427, or such other address or addresses as the Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

C. Protect Legal Title to Association Property

Until the Transfer Date, no one may grant, lease, convey, pledge, encumber, assign, hypothecate or mortgage any interest in the Association Property without Developer's prior written consent, which consent may not be unreasonably withheld. Further, except for Developer, no one may incur any indebtedness giving a right to a lien of any kind or character upon the right, title or any interest of Developer in and to that portion of the Association Property owned by it, and no person shall ever be entitled to any such lien. All persons contracting with the Association, or Owners or persons furnishing materials or labor thereto, as well as all persons whomsoever, shall be bound by the provisions hereof.

D. Enforcement

1. The covenants and restrictions herein contained may be enforced by Developer, the Association, any Owner of at least ten (10) Residences and any Institutional Mortgagee holding a mortgage on any portion of Pineapple Walk I in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

2. Fines: Notwithstanding the availability of the remedies set forth in Article XIV, Paragraph D.1 above,

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the Association shall also have the power to assess reasonable fines as set forth in Section 8 of the By-Laws to enforce any of the provisions of the Pineapple Walk I Documents.

E. Captions, Headings and Titles

Article and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

F. Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Attorneys' Fees

Any provision herein for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

H. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

I. Subordination

The Developer and the Association agree that their respective interests as provided for in this Declaration shall be and are subordinate to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of Pineapple Walk I and any additional or replacement or subsequent mortgages obtained by the Developer for the purpose of financing the construction of improvements to take place upon any portion of Pineapple Walk I. While the provisions of this Paragraph are self-operative, the Association and the Corporation nevertheless agree to execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of their respective interests to any such mortgages and shall do so forthwith upon request of Developer.

J. Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

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1. Until the Turnover Date, as provided in the Association Articles, all amendments or modifications shall only be made by the Developer without the requirement of the Association's consent or the consent of the Owners, provided, however, that the Association shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.

2. After the Turnover Date, as provided for in the Association Articles, this Declaration may be amended by (a) the consent of the Owners owning two-thirds (2/3) of all Residences together with (b) the approval or ratification of a majority of the Association Board. The aforementioned consent of the Owners owning two-thirds (2/3) of the Residences may be evidenced by a writing signed by the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Association By-Laws evidenced by a certificate of the Secretary or an assistant Secretary of the Association.

3. Amendments for correction of scrivener's error or other non-material changes may be made by the Developer alone until the Turnover Date as provided for in the Association Articles and by the Association Board thereafter and without the need of consent of the Owners.

4. Notwithstanding the foregoing provisions of this Paragraph J, no amendment to the Declaration shall be effective which shall impair or prejudice the rights or priorities of Developer, the Association, or any Institutional Mortgagee under the Declaration or any other of the Pineapple Walk I Documents without the specific written approval of such Developer, Association or Institutional Mortgagee affected thereby; and (b) the approval of Institutional Mortgagees holding first mortgages encumbering at least fifty-one percent (51%) of the Residences encumbered by mortgages held by Institutional Mortgagees shall be required to materially amend any provisions of this Declaration or to add any material provision hereto, which establish, provide for, govern or regulate any of the following: (1) voting; (2) assessments, assessment liens or subordination of such liens; (3) reserves for maintenance, repair and replacement of the Association Property; (4) insurance or fidelity bonds; (5) rights to use the Association Property; and (6) responsibility for maintenance and repair of the Association Property. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to the Declaration shall be effective which would increase the liabilities of a Residence Owner or prejudice the rights of the Residence Owner or his family members, guests, invitees and lessees to utilize or enjoy the benefits of the Association Property unless the Residence Owner or Residence Owners and the holder, insurer, or guarantor, if any, of the Residence so affected consent to such amendment in writing (or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to the Declaration after the Turnover Date) and approved by fifty-one percent (51%) of the Institutional Mortgagees holding first mortgages on Residences encumbered by such mortgages.

5. A true copy of any amendment to this Declaration shall be sent certified mail (herein called the "Mailing") by the Association to the Developer and to all Institutional Mortgagees holding a mortgage on any portion of Pineapple Walk I requesting notice pursuant to Paragraph B above. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records of the County, but the certificate shall not

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be recorded until thirty (30) days after the Mailing, unless such thirty-day period is waived in writing by Developer, the Corporation and all Institutional Mortgagees holding mortgages on any portion of Pineapple Walk I.

K. Delegation

The Association, pursuant to a resolution duly adopted by the Association Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Association Board from time to time and whether or not related to Developer.

L. (a) Assignment of Parking Spaces to a Block Building.

There is shown on the Property Plan certain parking spaces which have the same numerical designation as the Block Building. The use of these parking spaces are reserved for the Owners of Residences in such Block Building.

(b) Individual Assignment of Parking Spaces.

The Association may, but shall not be obligated to, assign one (1) Parking Space to each Owner on a fair and equitable basis.

M. Certain Vacations of Plats Prohibited

No portion of the Plat which constitutes exterior open area required by the Planned Unit Development section of the Palm Beach County Zoning Ordinance may be vacated unless the entire Plat is vacated.

N. Condemnation

In the event the Association receives any award or payment arising from any taking of the Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Association Property and improvements thereon to the extent deemed advisable by the Association and approved by Owners owning at least two-thirds (2/3) of the Residences, and the remaining balance of such net proceeds, if any, shall then be divided into forty-eight (48) equal shares and one (1) of such shares shall be made payable jointly to each Residence Owner and to the holder of any mortgage encumbering the Residence as its respective interest may appear and the balance of such shares shall be distributed to the Developer. The Association shall represent the Owners in any condemnation proceedings or in negotiation settlement and agreements with a condemning authority for acquisition of the Association Property or a part thereof by the condemning authority. Any condemnation award made payable to an Owner attributable to the taking of Association Property shall be paid to the Owners and their respective mortgagees as their interest may appear.

O. Term

The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind Pineapple Walk and shall inure to the benefit of Developer and all Owners, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, but not more than forty (40) years from the date of this

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Declaration, after which time these covenants, conditions, restrictions, and other provisions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by at least two-thirds (2/3) of the Owners has been recorded agreeing to change or terminate (if not prohibited by other provisions of this Declaration) these covenants, conditions, restrictions or provisions in whole or in part.

P. Approval of Association Lawsuits by Owners

Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Owners (at a duly called meeting of the Owners at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Pineapple Walk I Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Pineapple Walk I Documents, including but not limited to those against tenants; or
- (d) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property or to Owners.

Q. Rights of Mortgagees

1. Right to Notice

The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Pineapple Walk I Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering Residences. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Residence upon written request to the Association. *

2. Rights of Listed Mortgagees

Upon written request to the Association, identifying the name and address of the holder, insurer, guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Residence and the legal description of such Residence, the Association shall provide such Listed Mortgagee with timely written notice of the following:

- (a) Any condemnation, loss or casualty loss which affects any material portion of Pineapple Walk or any Residence encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;
- (b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Residence; and

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ARTICLES OF INCORPORATION

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PINEAPPLE WALK HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 16, 1983, as shown by the records of this office.

The charter number of this corporation is N00419.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 16th day of December, 1983.



CER-101

George Firestone
Secretary of State

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ARTICLES OF INCORPORATION

OF

PINEAPPLE WALK I HOMEOWNERS' ASSOCIATION, INC.

(A Corporation Not-For-Profit)

In order, to form a Corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not-for-profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth the following:

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TALLAHASSEE, FLORIDA

ARTICLE I

DEFINITIONS

A. Unless defined in these Articles of Incorporation to have a different meaning, or unless the context clearly requires another meaning, any terms used herein which are defined in these Articles of Incorporation shall have the same meaning as therein set forth, provided that the provisions hereof shall only be applicable to Pineapple Walk I.

B. "Association" means Pineapple Walk I Homeowners' Association, Inc.

C. "Association Articles" means this instrument.

D. "Association Board" means the Board of Directors of the Association.

E. "Association By-Laws" means the By-Laws of the Association.

F. "Association Director" means a member of the Association Board.

G. "Association Property" means such portions of Pineapple Walk I as are dedicated to the Association in the Plat or conveyed to the Association or stated to be Association Property by the Declaration and includes the "Recreation Parcel", "Landscape and Open Areas", "Ingress and Egress Areas" and the "Parking Areas".

H. "Association Rules and Regulations" means the Rules and Regulations adopted by the Association.

I. "Block" means one of the parcels of land included within the Plat upon which a series of more than two attached single-family "Dwelling Units" (each such Dwelling Unit being referred to as a "Residence"), are to be constructed (a building constructed on a Block and containing Residences being hereinafter referred to as a "Block Building") and which Blocks are designated as such on the Plat with the portions thereof upon which individual Residences may be constructed being designated by arabic numbers on the Plat.

J. "Declaration" means the Declaration of Protective Covenants, Conditions and Restrictions for Pineapple Walk I.

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K. "Institutional Mortgagee" means (a) any lending institution having a first mortgage lien upon a Residence including any of the following institutions: a Federal or State Savings and Loan or Building and Loan Association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Florida or a life insurance company; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and such other secondary Mortgage Market Institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Residence; or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders (herein referred to as "Lenders") which have loaned money to Developer to acquire, or construct improvements upon Pineapple Walk I and who have a mortgage lien on Pineapple Walk I securing such a loan.

L. "Member" means a member of the Association.

M. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Pineapple Walk I Documents and includes, but is not limited to:

1. "Block Expenses" which are those expenses incurred or to be incurred by the Association with respect to the operation, administration, maintenance, repair or replacement of the property included within a Block or a Block Building and the improvements constructed thereon under the provisions of any Pineapple Walk I Documents; and

2. "Association Expenses" which means and includes the costs and expenses described in the Pineapple Walk I Documents as such and includes those incurred by the Association in administering, operating, reconstructing, maintaining, repairing and replacing the Association Property as well as all property for which the Association has such obligations as set forth in the Pineapple Walk I Documents or as may be set forth on the Plat and the "Recreation Parcel", "Landscape and Open Area", "Ingress and Egress Areas" and "Parking Areas" (as those terms are defined in the Declaration) or any portions of any of the foregoing or any improvements constructed thereon.

N. "Owner" means the owner or owners of the fee simple title to a Residence in Pineapple Walk I and includes Developer for so long as it is the owner of the fee simple title to any portion of Pineapple Walk I.

O. "Pineapple Walk I Documents" means in the aggregate the "Declaration", the "Association Articles", the "Association By-Laws", the "Association Rules and Regulations" and all of the instruments and documents referred to therein.

P. "Plat" means Plat No. 1 of Pineapple Walk, which is to be recorded in the Public Records of Palm Beach County, Florida (the "County").

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ARTICLE II

NAME

The name of this corporation shall be PINEAPPLE WALK I HOMEOWNERS' ASSOCIATION, INC. For convenience, this corporation shall be herein referred to as the "Association", whose present address is 7301 West Palmetto Park Road, Suite B210, Boca Raton, Florida 33433.

ARTICLE III

PURPOSES

The purpose for which this Association is organized is to take title to, operate and maintain the Association Property including, but not limited to, the Recreation Parcel, Landscape and Open Areas, Ingress and Egress Areas and Parking Areas in accordance with the terms of, and purposes set forth in, the dedication or conveyance of such property to the Association and to carry out the covenants and enforce the provisions of the Declaration as well as the covenants and provisions of the Pineapple Walk I Documents applicable to the Association.

ARTICLE IV

POWERS

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

A. This Association shall have all of the common law and statutory powers of a corporation not-for-profit.

B. The Association shall have all of the powers to be granted to the Association in the Declaration.

C. This Association shall have all of the powers reasonably necessary to implement its purposes including, but not limited to, the following:

1. To do all of the acts required to be performed by it under the Declaration, as well as under any of the Pineapple Walk I Documents.

2. To make, establish, amend and enforce rules and regulations governing Pineapple Walk I and the use of Pineapple Walk I.

3. To make, levy and collect assessments for the purpose of obtaining funds from its members to pay for the operational expenses of this Association, Operating Expenses and costs of collection; and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.

4. To administer, manage and operate Pineapple Walk I and to maintain, repair, replace and operate Pineapple Walk I in accordance with the Declaration, and in accordance with the terms of and purposes set forth in the dedication or conveyance of the Association Property to the Association.

5. To enforce by legal means the obligations of the members of this Association; the provisions of the

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Declaration; and the provisions of a dedication or conveyance of the Association Property to the Association with respect to the use and maintenance thereof.

6. To contract for professional management (the "Manager" which may be an individual, corporation, partnership or other entity) and to delegate to such Manager the powers and duties of this Association.

ARTICLE V

MEMBERS

The qualification of Members, the manner of their admission to membership, the termination of such membership and voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Residence from Developer to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of this Association shall be comprised solely of the subscribers to these Association Articles ("Subscriber Members"), and in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, membership of the Subscriber Members in the Association shall be automatically terminated and thereupon Developer shall be a Member as to each Residence until such Residence is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Developer as to any portion of Pineapple Walk I owned by Developer, shall be Members and exercise all of the rights and privileges of Members.

C. Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Residence as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Developer shall be the Owner for all Residences owned by it and shall be a Member until it no longer owns any portion of Pineapple Walk I. Where title to a Residence is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Residence shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Residence.

E. Any Member who conveys or loses title to a Residence by sale, gift, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member of the Association with respect to such Residence and shall lose all rights and privileges of a Member of the Association resulting from ownership of such Residence.

F. 1. If there is more than one Member with respect to a Residence as a result of the fee interest in such

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Residence being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Residence owned by more than one natural person or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a certificate signed by all of the Owners of the Residence, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such certificate is not filed with the Secretary of the Association, the vote of such Residence shall not be considered.

2. Notwithstanding the provisions of Paragraph F.1 above, whenever any Residence is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a proxy or certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

(a) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Residence owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(b) Where only one (1) spouse is present at a meeting, the spouse present may cast the Residence vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Residence shall not be considered.

3. Where neither spouse is present, the person designated in a proxy or certificate signed by either spouse may cast the Residence vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Voting Member by the other spouse, the vote of said Residence shall not be considered.

ARTICLE VI

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VII

SUBSCRIBERS

The names and residence addresses of the Subscribers to these Association Articles are as follows:

NAMES

Fred Frankel

ADDRESSES

7301 West Palmetto Park Road
Suite B210
Boca Raton, FL 33433

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Dorothy Westby

7301 West Palmetto Park Road
Suite B210
Boca Raton, FL 33433

B.F. Hattaway

7301 West Palmetto Park Road
Suite B210
Boca Raton, FL 33433

ARTICLE VIII

OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the several Vice Presidents, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Association Board.

The Association Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Association Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Association Board, but no other officer need be an Association Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Association Board are as follows:

President	-	Fred Frankel
Vice President	-	Dorothy Westby
Secretary/Treasurer	-	B.F. Hattaway

ARTICLE X

BOARD OF DIRECTORS

A. The number of Association Directors on the first Association Board ("First Association Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Association Directors elected by the Members subsequent to the "Developer's Resignation Event" (as hereinafter defined) may be expanded to five (5).

B. The names and addresses of the persons who are to serve as Association Directors on the First Association Board are as follows:

NAMES

ADDRESSES

Fred Frankel

7301 West Palmetto Park Road
Suite B210
Boca Raton, FL 33433

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Dorothy Westby

7301 West Palmetto Park Road
Suite B210
Boca Raton, FL 33433

B.F. Hattaway

7301 West Palmetto Park Road
Suite B210
Boca Raton, FL 33433

Developer reserves the right to designate and elect successor Association Directors to serve on the First Association Board for so long as the First Association Board is to serve, as hereinafter provided.

C. Developer intends that Pineapple Walk, I shall contain an aggregate of forty-eight (48) Residences (the "Total Residences").

D. Members other than the Developer ("Purchaser Members") are entitled to elect not less than a majority of the Association Board upon the happening of any of the following events, whichever shall first occur (the "Turnover Date"):

1. Four (4) months after the conveyance of seventy-five (75%) percent of the Total Residences to Purchaser Members by Developer as evidenced by the recording of instruments of conveyance of such Residences amongst the Public Records of the County; or

2. Three (3) years after the conveyance of the first Residence to a Purchaser Member; or

3. At such time as Developer shall designate in writing to the Association.

E. The election of not less than a majority of Association Directors by the Purchaser Members shall occur at a special meeting of the membership to be called by the Association Board for such purpose ("Initial Election Meeting").

F. At the Initial Election Meeting, Purchaser Members shall elect two (2) of the Association Directors, and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Association Director (same constituting the "Initial Elected Board"). Developer reserves and shall have the right, until the Developer's Resignation Event, to name the successor, if any, to any Association Director it has so designated.

G. The Association Board shall continue to be so designated and elected, as described in Paragraph F above, at each subsequent "Annual Members' Meeting" (as defined in the Association By-Laws), until the Annual Members' Meeting following the Developer's Resignation Event.

H. The Initial Election Meeting shall be called by the Association, through the Association Board, within ninety (90) days after the Purchaser Members are entitled to elect a majority of Association Directors. A notice of meeting shall be forwarded to all Members in accordance with the Association By-Laws; provided, however, that the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. The notice shall also specify the number of Association Directors which shall be elected by the Purchaser Members and the remaining number of Association Directors designated by the Developer.

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I. Upon the earlier to occur of the following events ("Developer's Resignation Event"), Developer shall cause all of its designated Association Directors to resign:

1. The "Transfer Date" as that term is defined in the Declaration; or

2. When Developer causes the voluntary resignation of all of the Association Directors designated by it.

Upon the Developer's Resignation Event, the Association Directors elected by Purchaser Members shall elect a successor Association Director to fill the vacancy caused by the resignation or removal of Developer's designated Association Director. This successor Association Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event the Developer's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph H' of this Article X, and all of the Association Directors shall be elected by the Members at such meeting.

J. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, all of the Association Directors shall be elected by the Members.

K. The resignation of an Association Director who has been designated by Developer and the resignation of an officer of the Association who has been elected by the First Association Board shall operate to and shall remise, release, acquit, satisfy and forever discharge such officer or Association Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions Association or Purchaser Members had, now have or hereafter have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Association Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Association Director's or officer's willful misconduct or gross negligence.

ARTICLE XI

INDEMNIFICATION

Each and every Association Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, litigation or settlement in which he becomes involved by reason of his being or having been an Association Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is an Association Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Association Board approves such settlement and reimbursement for the

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costs and expenses of such settlement as in the best interest of the Association, and in the event an Association Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all right of indemnification to which an Association Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII

BY-LAWS

The Association By-Laws shall be adopted by the First Association Board, and thereafter may be altered, amended or rescinded by the Members or the Association Board as provided for in the Association By-Laws.

ARTICLE XIII

AMENDMENT TO ARTICLES OF INCORPORATION

A. Prior to the recording of the Declaration amongst the Public Records of the County, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of the Declaration.

B. After the recording of the Declaration amongst the Public Records of the County, these Articles may be amended in the following manner:

1. The Board, by majority vote, shall adopt a resolution setting forth the proposed amendment and direct that it be submitted to vote at a meeting of the Members;

2. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (regular or annual) at which such proposed amendment is to be considered by the Members;

3. Such proposed amendment must be submitted and approved by the Members. Any number of amendments may be submitted to the Members and voted upon at one meeting. Approval by the Members must be by a vote of a majority of the votes of all Members entitled to vote thereon. Such vote by the Members must be taken at a meeting of the Membership;

4. Notwithstanding the foregoing, an amendment to these Articles may be made by a written statement signed by all Members and Directors eligible to vote.

C. No amendment shall be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and the

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Secretary of the Association shall cause a copy certified by the Secretary of State to be recorded amongst the Public Records of the County.

E. Notwithstanding the foregoing provision of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article X hereof, or the provisions of this Article, without the prior written consent thereof by Developer, or, make any changes in the qualifications for Membership or the voting rights of the Members, or make any change that would terminate the Association without approval in writing of the Members affected.

ARTICLE XIV

DISSOLUTION OF THE ASSOCIATION

In the event of dissolution of the Association, for whatever reason, any Owner may petition the Circuit Court of the 15th Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and the properties in place and instead of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the properties.

ARTICLE XV

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 7301 West Palmetto Park Road, Suite B210, Boca Raton, Florida 33433 and the initial Registered Agent of the Association at that address shall be B.F. Hattaway, who shall also be Resident Agent.

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures, this 15th day of December, 1983.

Fred Frankel

Dorothy Westby
Dorothy Westby

B.F. Hattaway
B.F. Hattaway

The undersigned hereby accepts the designation of Registered Agent and Resident Agent of Pineapple Walk I Homeowners' Association, Inc. as set forth in Article XIV of these Articles of Incorporation.

B.F. Hattaway
B.F. Hattaway

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STATE OF FLORIDA)
 : ss.
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the County and State named above to take acknowledgments, personally appeared FRED FRANKEL, DOROTHY WESTBY and B.F. HATTAWAY, to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation, and B.F. HATTAWAY, to me known to be the person described as Registered Agent and Resident Agent, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of December, 1983

Paul Beck
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Nov. 16, 1987
Notary Seal 1987 1988 - Notary, Fla.

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Notes

pg 3 Section IV - Association Board

pg 5 Section VI - Officers of the Association

pg 8 Section VIII - Rules and Regulations

EXHIBIT B

BY-LAWS

OF

PINEAPPLE WALK I HOMEOWNERS' ASSOCIATION, INC.

Section 1. Identification of Association

These are the By-Laws of Pineapple Walk I Homeowners' Association, Inc. (hereinafter referred to as the "Association"), as duly adopted by its Board of Directors (the "Association Board"). The Association is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes.

1.1 The office of the Association shall be for the present at 22341 Powerline Road, Boca Raton, Florida 33433 and thereafter may be located at any place in Palm Beach County, Florida (the "County"), designated by the Association Board.

1.2 The fiscal year of the Association shall be the calendar year or as determined by the Board.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not-For-Profit".

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association (the "Association Articles") as well as in the "Declaration" (as defined in the Association Articles) are incorporated herein by reference.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1 The qualification of Members, the manner of their admission to membership in the Association, the termination of such membership and the voting by Members shall be as set forth in the Association Articles.

3.2 The Members shall meet annually (the "Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Association Board may determine and designate in the notice of such meeting at 8:00 P.M., Local Time, on the 2nd Wednesday in the month of February of each year commencing with the year 1985; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Wednesday. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Association Board (when that shall be appropriate as determined by the provisions of the Association Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3 Special meetings of the Members (meetings other than the Annual Members' Meeting) shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Association Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members

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having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4 Except as otherwise provided in the Association Articles, a written notice of all Members' meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Member entitled to vote at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Association Directors of the Association to be designated by Developer and the number of Association Directors to be elected or designated by the Members, if applicable. All notices shall be signed by an officer of the Association or reflect a facsimile of such a signature. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5 The Members may, at the discretion of the Association Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members, or duly waived in accordance with the provisions of these Association By-Laws. Unless some greater number is required under the Pineapple Walk I Documents and except as to the election of Association Directors which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members, provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6 (a) A quorum of the Members shall consist of Members entitled to cast forty (40%) percent of the total number of votes of the Members.

(b) Any Member may join in the action of any Meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Pineapple Walk I Documents, then such express provision shall govern and control the required vote on the decision of such question.

3.7 At any Annual Members' Meeting when elections of Association Directors are to occur, written ballots are to be supplied to Members for such purposes.

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Furthermore, at any Annual Members' Meeting at which Association Directors are to be elected, the Association Board shall appoint an Election Committee consisting of two (2) members of the Association Board and one (1) officer of the Association to supervise the election, prepare ballots, count and verify ballots and proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Association Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Association Board for resolution.

3.8 If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Association Board. A quorum of any such adjourned meeting shall be thirty-five (35%) percent of the total number of votes of the Members.

3.9 Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Association Directors at all reasonable times.

3.10 Voting rights of Members shall be as stated in the Association Articles with respect to the election of all Association Boards other than the First Association Board. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.11 The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten (10%) percent of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question. The presiding officer (the "Chairman") of the Meeting shall call for nominations for Inspectors of Election to collect and tally written ballots upon the completion of balloting upon that matter.

Section 4. Association Board; Association Director's Meetings

4.1 The business and administration of the Association shall be by its Association Board.

4.2 The election and, if applicable, designation of Association Directors shall be conducted in accordance with the Association Articles.

4.3 (a) Any person elected or designated as an Association Director shall have all the rights, privileges, duties and obligations of an Association Director of the Association.

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(b) The term of an Association Director's service shall be as stated in the Association Articles and if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided.

4.4 The organizational meeting of a newly elected Association Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Association Director at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.5 Regular meetings of the Association Board may be held at such times and places in Palm Beach County, Florida, as shall be determined from time to time by a majority of Association Directors. Special meetings of the Association Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Association Directors. Such special meeting may be held in Broward or Palm Beach County, Florida, at such time and place as determined by the Association Directors requesting such meeting or in such other place as all Association Directors shall agree upon.

4.6 Notice of the time and place of regular and special meetings of the Association Board, or adjournments thereof, shall be given to each Association Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Association Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Association Director.

4.7 A quorum of the Association Board shall consist of the Association Directors entitled to cast a majority of the votes of the entire Association Board. An Association Director may join in the action of a meeting of the Association Board by signing the minutes thereof, and such signing shall constitute the presence of such Association Director for the purpose of determining a quorum. Matters approved by a majority of the Association Directors present at a meeting at which a quorum is present shall constitute the official acts of the Association Board, except as may be otherwise specifically provided by law, by the Association Articles or elsewhere herein. If at any meetings of the Association Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Association Board.

4.8 The presiding officer at all Association Board meetings shall be the President. In the absence of the President, the Association Directors shall designate a Vice President to preside.

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4.9 Association Directors' fees, if any, shall be determined by the Members.

4.10 Minutes of all meetings of the Association Board shall be kept in a businesslike manner and be available for inspection by Members and Association Directors at all reasonable times.

4.11 The Association Board shall have the power to appoint an Executive Committee(s) of the Association Board consisting of not less than two (2) Association Directors. An Executive Committee(s) shall have and exercise such powers of the Association Board as may be delegated to such Executive Committee(s) by the Association Board.

4.12 Meetings of the Association Board may be open to all Members on such terms as the Association Board may determine. The Association Board may also hold closed meetings.

4.13 Any action required or permitted to be taken at a meeting of the Association Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Association Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Association Directors.

Section 5. Powers and Duties of the Association Board

All of the powers and duties of the Association shall be exercised by the Association Board. Such powers and duties of the Association Board shall include, but not be limited to, all powers and duties set forth in the Pineapple Walk I Documents, as well as all of the powers and duties of a director of a corporation not-for-profit.

Section 6. Officers of the Association

6.1 Executive officers of the Association shall be the President, who shall be an Association Director, the Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Association Board. Any officer may be removed without cause from office by vote of the Association Directors at any meeting of the Association Board. The Association Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Association Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except where the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

6.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not-for-profit, including, but not limited to, the power to appoint such committees at such times from among the Members as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President shall preside at all meetings of the Association Board.

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6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Association Board. In the event there shall be more than one Vice President elected by the Association Board, then they shall be designated "First", "Second", etcetera, and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall keep the minutes of all meetings of the Association Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Association Directors at all reasonable times. He shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Association Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

6.5 The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

6.6 The compensation, if any, of the officers and other employees of the Association shall be fixed by the Association Board. This provision shall not preclude the Association Board from hiring an Association Director as an employee of the Association or preclude the contracting with an Association Director or a party affiliated with an Association Director for the management or performance of contract services for all or any part of Pineapple Walk I.

Section 7. Accounting Records; Fiscal Management

7.1 The Association shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the Members. Such records shall include, but not be limited to: (a) a record of all receipts and expenditures; and (b) an account for each Owner thereof, the amount of Individual Residence Assessments and all other Assessments, if any, charged to the Residence, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

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7.2 After the Interim Period described in the Declaration, the Association Board shall adopt a Budget (as provided for in the Declaration) of the anticipated Operating Expenses of the Association for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Association Board ("Budget Meeting") called for that purpose to be held during the first two weeks of November of the year preceding the year to which the Budget applies, provided that the first Budget Meeting is to be held within thirty (30) days of the expiration of the Interim Period for purposes of adopting a Budget for the remainder of the calendar year during which the Interim Period expires. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Association Board. Within sixty (60) days after adoption of the Budget, each Member shall be given notice of the Individual Residence Assessment applicable to his Residence. The notice of the Individual Residence Assessment shall be deemed given upon its delivery or upon its being mailed to the Member shown on the records of the Association at his last known address as shown on the records of the Association.

7.3 In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly or in such other installments as determined by the Association Board in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

7.4 The Individual Residence Assessment shall be payable as provided for in the Declaration.

7.5 No Association Board shall be required to anticipate Revenue from Assessments or expend funds to pay for Operating Expenses not Budgeted or which shall exceed Budgeted items, and no Association Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Association Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessment (e.g., Individual Residence Assessment or Special Assessment).

7.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Association Board in which the monies of the Association shall be deposited. Withdrawal of monies from

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such account shall be only by checks signed by such persons as are authorized by the Association Board.

7.7 A report of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member shown on the records of the Association at his last known address shown on the records of the Association.

Section 8. Rules and Regulations;
Enforcement Procedures.

8.1 Rules and Regulations: The Association Board may at any meeting of the Association Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of any of the Association Property and the other portions of Pineapple Walk I; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Pineapple Walk I Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members shown on the records of the Association at the time of such delivery or mailing at the last known address for such Members as shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Association Property or the Recreation Parcel, such as, but not limited to, the swimming pool (the recitation of such facility being only illustrative and not a representation that such facility shall exist), same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

8.2 Enforcement Procedures:

(a) The Association shall have the right to assess reasonable fines against an Owner in the manner provided herein, and such fines shall be collectable in the same manner as any other Assessment. Each Pineapple Walk I Board (the "Appointing Board") shall have the power to create an "Enforcement Committee" to be comprised of three (3) Pineapple Walk I Members, one of which shall be a member of the Pineapple Walk I Board, and one of which shall be designated as the Chairperson thereof. The Appointing Board shall also designate an Alternate Enforcement Committee Member to serve in the place of an absent member of the Enforcement Committee. The Enforcement Committee shall serve a term consistent with the term of its Appointing Board. Members of the Enforcement Committee may be replaced with or without cause by majority vote of the Appointing Board.

(b) Conduct of Enforcement Hearing

(1) The Chairperson of the Enforcement Committee may call hearings of the Enforcement Committee; hearings may also be called by written notice signed by any member of the Enforcement Committee.

(2) The Chairperson shall present each case before the entire Enforcement Committee, and the

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"Alleged Non-complying Member" shall be given reasonable opportunity to be heard after the Chairperson's presentation. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern said proceedings.

(3) At the conclusion of the hearing, the Enforcement Committee shall issue an order affording the proper relief, if any, consistent with the powers granted herein. The order shall be by motion approved by at least two (2) members of the Enforcement Committee in order for the action to be official.

(c) Powers of the Enforcement Committee

The Enforcement Committee shall have the power to:

- (1) Adopt rules for the conduct of its hearings;
- (2) Effectuate the provisions set forth in this provision;
- (3) Issue orders consistent with this provision; and

(4) Order Non-complying Members, adjudged so pursuant to the provisions of this Paragraph, to pay a fine not to exceed Twenty-Five (\$25.00) Dollars for each day the violation continues past the date set by the Enforcement Committee for compliance, and not to exceed Five Hundred (\$500.00) Dollars under any circumstances. A notarized copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the Patio Home owned by the Non-complying Member.

(d) Notice to Alleged Non-complying Members

Alleged Non-complying Members shall be notified by certified mail, return receipt requested, or by hand delivery, of a hearing at least five (5) days in advance of said hearing. No Alleged Non-complying Member shall be given notice of hearing before the Enforcement Committee unless said Alleged Non-complying Member has first been given reasonable opportunity to rectify the alleged non-complying condition.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members and the Association Board; provided, however, if such rules of order are in conflict with any of the Pineapple Walk I Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 10. Amendment of the Association By-Laws

10.1 These Association By-Laws may be amended as hereinafter set forth in this Section 10.

10.2 After the Turnover Date, any Association By-Law of the Association may be amended or repealed, and any new Association By-Law of the Association may be adopted by either:

- (a) majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Association By-Laws; or

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(b) by the affirmative vote of a majority of the Association Directors then in office at any regular meeting of the Association Board or at any special meeting of the Association Board called for that purpose or by written instrument signed by all of the Association Directors as is permitted by these Association By-Laws, provided that the Association Directors shall not have any authority to adopt, amend or repeal any Association By-Law if such new Association By-Law or such amendment or the repeal of an Association By-Law would be inconsistent with any Association By-Law previously adopted by the Members.


10.3 Notwithstanding any of the foregoing provisions of this Section 1.0 to the contrary, until the Turnover Date, all amendments or modifications to these Association By-Laws and adoption or repeal of Association By-Laws shall only be made by action of the First Association Board as described in the Association Articles which First Association Board shall have the power to amend, modify, adopt and repeal any Association By-Laws without the requirement of any consent, approval or vote of the Members.


10.4 Notwithstanding any provision of this Section 1.0 to the contrary, these Association By-Laws shall not be amended in terms, conditions, rights or obligations set forth in any other of the Pineapple Walk I Documents, as the same may be amended from time to time with the provisions thereof, including, without limitation, any rights of Developer or of an Institutional Mortgagee (as defined in the Declaration) without the prior written consent thereto by Developer or Institutional Mortgagee, as the case may be.

10.5 Any instrument amending, modifying, repealing or adding Association By-Laws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

The foregoing Association By-Laws of Pineapple Walk I Homeowners' Association, Inc. are hereby adopted by all of the Association Directors of Pineapple Walk I Homeowners' Association, Inc. as and constituting the Board of Directors of said Association.



Ira L. Faymer


B.F. Mattaway


Gary Tenczar

PINAPLE1
6/21/84:mh
Rev3

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BOCA DEL MAR ASSOCIATES RESTRICTIONS

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BOCA DEL MAR ASSOCIATES
(A General Partnership)

TO
THE PUBLIC

DECLARATION OF RESTRICTIONS RELATING TO:
PARCEL 18A BOCA DEL MAR.

BOCA DEL MAR ASSOCIATES, a general partnership, the owner of all the foregoing described lands, does hereby impress upon said lands the covenants, restrictions and servitudes hereinafter set forth:

1. DEFINITIONS. As used in this Declaration of Restrictions the following words have the following meanings:

(a) DEVELOPER means BOCA DEL MAR ASSOCIATES, a general partnership between LEADERSHIP HOUSING, INC., a Delaware corporation authorized to do business in Florida, and TEXACO BOCA DEL MAR, INC., a Delaware corporation authorized to do business in Florida, its successors and assigns.

(b) UNIT means a dwelling unit, whether it be single family residential lot, condominium or co-operative association dwelling unit or other type of single family household.

(c) UNIT OWNER means the record owner of a UNIT. The record owner of the SUBDIVISION shall be deemed to own such number of UNITS as may be permitted by this instrument to be contained within the SUBDIVISION, less any other UNIT OWNERS therein.

(d) PERSON means a person, firm, association, partnership or corporation.

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Return to:
DISCHER, NEED AND COMPANY, CHARTERED
555 South Federal Highway

(e) SUBDIVISION means the following described land.

to-wit:

See legal description, attached hereto, marked "Exhibit A", and made a part hereof as though fully set forth herein.

Excepting therefrom any tracts or parcels which may be specifically hereinafter partially or totally excluded.

(f) INSTITUTIONAL LENDER shall mean any bank, insurance company, FHA approved lending institution, recognized pension fund investing in mortgages, recognized real estate investment trust, or federal or state savings and loan association having a first mortgage lien upon any UNIT or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

(g) IMPROVEMENT ASSOCIATION means BOCA DEL MAR IMPROVEMENT ASSOCIATION, INC., a Florida corporation not for profit, its successors or assigns, the Certificate of Incorporation and By-Laws of which are attached hereto and made a part hereof as "Exhibit B".

(h) DIRECTORS means the Board of Directors of the BOCA DEL MAR IMPROVEMENT ASSOCIATION, INC.

(i) GENDER. The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

2. USE. The SUBDIVISION shall be used for no other purpose other than Residential and not more than 238 UNITS shall be constructed thereon.

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3. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity shall be carried on in the SUBDIVISION, excepting only the temporary operation of Sales Models and offices, as may be permitted in writing by the DIRECTORS.

4. PARKING, TRASH, CLOTHESPOLES, ANTENNAE, HURRICANE OR STORM SHUTTERS.

(a) No graveled or black-topped or paved parking strips are permitted except as previously approved in writing by the DIRECTORS.

(b) No clothesline or other clothes drying facility shall be permitted which is visible from any street or recreational area.

(c) All garbage and trash containers and oil and gas tanks must be placed and maintained and so constructed as to render the contents thereof hidden from view from adjoining properties. No garbage or trash shall be placed anywhere except in containers as aforesaid.

(d) No sign of any nature whatsoever shall be erected or displayed upon any property in the SUBDIVISION except where express prior written approval of the size, shape, content and location thereof has been obtained from the DIRECTORS, which approval may be arbitrarily withheld, except that withholding of consent by the DIRECTORS for advertising and promotion of the SUBDIVISION shall not be arbitrary or unreasonable.

(e) Unless prior written approval has been obtained from the DIRECTORS, no exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere within the SUBDIVISION.

(f) The parking or storage of automobiles and other motor vehicles except upon paved areas is prohibited.

(g) The parking or storage of boats and boat trailers.

campers, trailers or other recreational vehicles (that is vehicles designed and constructed primarily for recreational use) and upon any lands in the SUBDIVISION is prohibited except in spaces expressly provided for same or as may be approved in writing in advance by the DIRECTORS:

(h) Only vehicles bearing current license and registration tags and inspection certificates, as required pursuant to state law, shall be permitted to be parked or stored on any lands within the SUBDIVISION.

(i) The overnight parking or storage of trucks or commercial vehicles in excess of one-half ton rated capacity is prohibited.

(j) No hurricane and storm shutters shall be installed unless the same be of a type approved by the DIRECTORS.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any UNIT nor shall anything be done thereon which may be or may become an annoyance or nuisance to the SUBDIVISION.

6. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any LOT, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and except as may be permitted by the DIRECTORS in writing.

7. ARCHITECTURAL CONTROL. No building, fence, wall, sign or other structure shall be commenced, erected or maintained within the SUBDIVISION, nor shall any exterior addition to or change or alteration to any existing structures within the SUBDIVISION be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the DIRECTORS, which approval shall not be unreasonably withheld. The DIRECTORS shall be permitted

to employ aesthetic values in making any determination. In the event that the DIRECTORS fail to approve or disapprove such design and location within thirty (30) days after receipt of such plans and specifications for design and location, approval will not be required and this paragraph will be deemed to have been fully complied with. No site plan, plat, replat, or proposal of any kind for development within the SUBDIVISION shall be submitted to the appropriate governmental authority for approval until such shall bear on its face the written approval of the DIRECTORS in such form to be determined by the DIRECTORS.

8. IMPROVEMENT ASSOCIATION.

(a) Membership. Each UNIT owner shall automatically become a member of the IMPROVEMENT ASSOCIATION upon acquiring record title in any UNIT. In addition, the record owner of the SUBDIVISION shall be deemed to own that number of memberships which is equal to the number of UNITS permitted in this instrument to be constructed in the SUBDIVISION less any UNITS therein recorded in the name of another. Said membership shall be appurtenant to and may not be separated from ownership of any UNIT. When more than one person holds an interest in any UNIT all such persons shall be members, however, there shall be only one vote for each UNIT, said vote to be exercised as they among themselves determine, as evidenced by a certificate signed by all the record UNIT owners designating which member shall be entitled to vote for said UNIT. In the event such a certificate is not on file with the IMPROVEMENT ASSOCIATION, no vote for said UNIT shall be cast. The membership in the IMPROVEMENT ASSOCIATION shall also include such other persons hereinafter declared by the DEVELOPER to be members of said IMPROVEMENT ASSOCIATION and said members hereinafter so declared shall be subject to the same rights and obligations as herein set

forth.

(1) Class A. Class A members shall consist of all the members declared to be members, as hereinabove provided, excepting the DEVELOPER.

(2) Class B. The Class B member shall be the DEVELOPER, its successors or assigns. So long as there shall be a Class B Member, said member shall have the exclusive power to select the DIRECTORS, which DIRECTORS shall exercise all the powers of the IMPROVEMENT ASSOCIATION. The Class B membership shall cease and all powers and duties of the IMPROVEMENT ASSOCIATION shall be exercised by the Class A members upon the happening of either of the following events, whichever first occurs:

(i) January 1, 1990.

(ii) Upon filing in the Public Records of Palm Beach County, Florida of a resignation of the Class B member from membership.

(b) Purpose. The purpose of the IMPROVEMENT ASSOCIATION is to make available to all members certain recreational facilities and to provide for the maintenance of same and to provide for such other services as may be required by any governmental agency having jurisdiction and to enforce such restrictions as are imposed upon the IMPROVEMENT ASSOCIATION by this Declaration of Restrictions. It is presently contemplated that the facilities to be provided by the IMPROVEMENT ASSOCIATION shall consist of bicycle and pedestrian paths, parks and other recreational facilities to be located in areas to be hereinafter and hereafter set aside and reserved for such recreational uses by the DEVELOPER throughout the project area being developed by the DEVELOPER known generally as DOCA DEL MAR, a Planned Unit Development, located in Palm Beach County, Florida.

(c) Covenants for Assessments.

(1) Membership Fees. Each member by accepting title to a UNIT in the SUBDIVISION (including such owner or owners of UNITS permitted to be constructed in the SUBDIVISION as aforesaid, whether or not it shall be so expressed in such instruments of conveyance, is deemed to covenant and agrees to pay the IMPROVEMENT ASSOCIATION membership assessments or membership fees as hereinafter provided, which assessments and fees shall be established, collected and enforced as hereinafter set forth and which are to be used exclusively to promote the health, safety and welfare of the members and the maintenance and preservation of the recreation facilities to be provided, and the enforcement of the provisions of this Declaration of Restrictions. The Owner of the SUBDIVISION, or portion thereof, shall be required to pay membership fees and assessments for each membership owned, whether by reason of ownership of a dwelling UNIT actually in existence or by reason of ownership of allowable dwelling UNITS within the SUBDIVISION.

(i) The IMPROVEMENT ASSOCIATION shall have, among its powers, the right to levy an annual or monthly recreational fee, as determined by the DIRECTORS, to provide such maintenance, construction, reconstruction and repair of the recreational facilities to be provided and to provide for proper enforcement of this Declaration of Restrictions, as may be deemed by the DIRECTORS to be in the best interest of the members or as may be required by any governmental authority having jurisdiction, or as may be required by this Declaration of Restrictions. Expenditures for construction of new facilities shall be authorized by the vote of two-thirds of the votes of the membership. In the event the required two-thirds vote of either class is not forthcoming, two-thirds of the other class may levy an

assessment for such capital expenditures against members of their own class only. Facilities so constructed shall be available to the entire membership of the IMPROVEMENT ASSOCIATION, on the same basis as any other facilities provided by the IMPROVEMENT ASSOCIATION.

(2) Lien in favor of the IMPROVEMENT ASSOCIATION.

The IMPROVEMENT ASSOCIATION shall have a lien on each UNIT in the SUBDIVISION for any assessment made by the IMPROVEMENT ASSOCIATION for the purpose of permitting the IMPROVEMENT ASSOCIATION to perform the several services and obligations conferred upon it under this Paragraph "g". Said lien shall attach and be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, of a claim of lien stating the description of the UNIT, the name of the record owner, the amount due and date when due and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent (10%) per annum from date of recording until paid. Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the IMPROVEMENT ASSOCIATION when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in enforcing and perfecting such lien, including a reasonable attorney's fee. Upon full payment the UNIT owner shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by any INSTITUTIONAL LENDER recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure; the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release a subordinate claim

of lien. Such lien may be foreclosed by suit brought in the name of the DEVELOPER, its successor or assigns or the IMPROVEMENT ASSOCIATION in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the UNIT OWNER shall be required to pay a reasonable rental for the UNIT, and the IMPROVEMENT ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

9. COMMUNITY TELEVISION ANTENNA. In order to assure development of the foregoing described lands as a community of high standards, quality and beauty, and to provide for residences constructed within the community a high caliber of television reception without the installation of unsightly aerials and antennas, the DEVELOPER does hereby impose upon all of the foregoing described lands, the obligation of the owner of each UNIT to construct and use the necessary connections to tie into the community television antenna system to be constructed upon the foregoing lands by or through the DEVELOPER, his successors and assigns, at such time as same shall become available. Each UNIT owner and all persons entitled to possession of any UNIT in the foregoing described lands shall be obligated to pay to the person, firm or corporation providing such community television antenna system, commencing with the date such system is available to provide service to such UNITS, or the date such UNIT becomes an improved UNIT, whichever is later: and initial charge for installation not to exceed \$19.95 for one outlet and \$9.95 for each additional outlet, and a monthly service charge of \$1.25 for the first outlet and \$1.25 for each additional outlet (which sums may be increased upon

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an annual basis by a percentage thereof equal to the percentage increase in the basic standard index figure of the Cost of Living Index, Consumer's Price Index - United States City average, all Items and Commodity Groups, published by the Bureau of Labor Statistics of the U.S. Department of Labor or such other governmental agency as may succeed to such function) for the last month of the preceding calendar year over the basic standard index figure of such Index for the last month of Calendar Year 19 72, or at such rates as may be established pursuant to the terms and conditions of the franchise granted to operators of such CATV systems by the applicable governmental authorities whichever is higher.

10. NOTICE TO DEVELOPER OR IMPROVEMENT ASSOCIATION.

Notice to the DEVELOPER or IMPROVEMENT ASSOCIATION or requests for approval of plans, specifications and locations of buildings or signs shall be in writing and delivered or mailed to the DEVELOPER or IMPROVEMENT ASSOCIATION at its principal place of business as shown by the records of the Secretary of State of the State of Florida.

11. NOTICE TO UNIT OWNER. Notice to any UNIT owner of

a violation of any of these restrictions shall be in writing and shall be sufficient when delivered or mailed, postage prepaid, to the OWNER at the address shown on the records of the DEVELOPER or IMPROVEMENT ASSOCIATION.

12. NON-LIABILITY OF DEVELOPER OR IMPROVEMENT ASSOCIATION.

The DEVELOPER or IMPROVEMENT ASSOCIATION herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

13. ENFORCEMENT. These restrictions and requirements

may be enforced by an action at law or in equity by any of the UNIT owners in the SUBDIVISION, by the DEVELOPER or by the IMPROVEMENT

ASSOCIATION.

14. INVALIDITY CLAUSE. Invalidation of any one of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

15. EXISTENCE AND DURATION: The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land and the same shall bind all persons claiming ownership or use of any portions of said land until the 31st day of December 2012, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first forty (40) years by an instrument signed by not less than ninety percent (90%) of the UNIT owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the UNIT OWNERS, excepting that so long as the DEVELOPER is a Class B member of the IMPROVEMENT ASSOCIATION as provided for in Paragraph "9" no such amendment shall modify the provisions of said Paragraph "9" unless the DEVELOPER consents thereto in writing. Any amendment must be recorded to be effective . . .

16. NO ASSESSMENTS ON ALLOWABLE UNITS NOT CONSTRUCTED. Anything contained in this Declaration of Restrictions to the contrary notwithstanding, no lien or assessment shall be impressed or imposed upon DWELLING UNITS allowable but not actually constructed within the SUBDIVISION, nor shall any membership in the IMPROVEMENT ASSOCIATION be required for such allowable DWELLING UNITS. That is to say, for example, in the event that a total number of DWELLING UNITS, less than the allowable number, is actually constructed within the SUBDIVISION, and no record title owner owns property within the SUBDIVISION on

which additional DWELLING UNITS could be constructed, no remaining allowable DWELLING UNIT shall be impressed with the obligation of membership in the IMPROVEMENT ASSOCIATION, nor shall such non-existing allowable DWELLING UNIT be liable for any assessments which may be imposed by the IMPROVEMENT ASSOCIATION by reason of any provisions of this Declaration of Restrictions, nor shall any lien attach by reason thereof

IN WITNESS WHEREOF, BOCA DEL MAR ASSOCIATES, a general partnership, has caused this instrument to be executed in its partnership name this 25th day of June, 1973

BOCA DEL MAR ASSOCIATES,
a general partnership

Signed, sealed and delivered
in our presence:

BY:

LEADERSHIP HOUSING, INC.,
a Delaware corporation, general partner

As to Leadership Housing, Inc.

[Signature]

By: [Signature]
VICE-PRESIDENT

[Signature]

ATTEST: [Signature]
Secretary

(Corporate Seal)

AND

TEXACO BOCA DEL MAR, INC.,
a Delaware corporation, general partner

As to Texaco Boca Del Mar, Inc.

[Signature]

By: [Signature]
Cur

[Signature]

ATTEST: [Signature]
Secretary

(Corporate Seal)

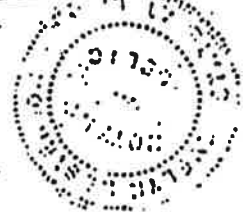
STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer
duly qualified to take acknowledgments, personally appeared
S.C. HATHORN and T. RANDOLPH BUCK, well known to me
to be Vice-President and Secretary respectively of LEADERSHIP
HOUSING, INC., a Delaware Corporation, and that they severally
acknowledged executing the same in the presence of two subscribing
witnesses freely and voluntarily under authority duly vested
in them by said Corporation and that the seal affixed thereto
is the true corporate seal of said Corporation.

WITNESS my hand and official seal in the County and State
last aforesaid this 28th day of June A.D. 1973.

[Signature]
Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 15, 1974
BOUNDED THROUGH FRED W. DIESTELHORST



STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer
duly qualified to take acknowledgements, personally appeared
GEORGE A. BENDER and ELLEN P. WHEAT, well known to me
to be the President and Assistant Secretary respectively of
TEXACO BOCA DEL MAR INC., a Delaware Corporation, and
that they severally acknowledged executing the same in the
presence of two subscribing witnesses freely and voluntarily
under authority duly vested in them by said Corporation and
that the seal affixed thereto is the true corporate seal of said
Corporation.

WITNESS my hand and official seal in the County and State
last aforesaid this 28th day of June A.D. 1973.

[Signature]
Notary Public



2183 1529

LEGAL DESCRIPTION

A Parcel of land lying in the Northeast Quarter (NE 1/4) of Section 28, Township 47 South, Range 42 East, Palm Beach County, Florida, said land being more particularly described as follows:

Commencing at the East Quarter corner of Section 28; thence with a bearing of N. 1° 03' 02" W. along the centerline of Powerline Road a distance of 664.46 feet to a point; thence with a bearing of S. 89° 29' 02" W. a distance of 67.00 feet to the Point of Beginning; thence continue along the aforementioned course a distance of 926.73 feet to a point; thence with a bearing of N. 7° 41' 05" W. a distance of 760.69 feet to a point; thence with a curve to the right having a tangent bearing of N. 86° 34' 19" E. a radius of 1592.02 feet and an arc length of 625.14 feet to a point; thence with a bearing of S. 71° 00' 00" E. a distance of 51.96 feet to a point; thence with a curve to the left having a radius of 643.11 feet, and an arc length of 225.06 feet to a point, thence with a bearing of N. 88° 56' 58" E. a distance of 120.49 feet to a point; thence with a curve to the right having a radius of 25.00 feet and an arc length of 11.39 feet to a point; thence with a bearing of S. 1° 03' 02" E. a distance of 609.21 feet more or less to the Point of Beginning.

Containing 15.262 Acres more or less and subject to easements and rights-of-way of record.

REC-2183 REC-1530

EXHIBIT "A"

PLANNING & ZONING
DEPT. OF
PLANNING & ZONING
P.O. BOX 1000
PALM BEACH, FLORIDA

HOMEOWNER AND MASTER ASSOCIATION OPERATIONS UNDER FLORIDA STATUTES CHAPTER 617

Robert M. Schwartz, Esq.

I INTRODUCTION

A. BACKGROUND

Homeowner and master associations are Florida corporations not-for-profit and subject to Florida Statutes Chapter 617, "*Corporations Not-For-Profit*". The provisions of Chapter 617 were originally primarily intended for other than homeowner or master associations. Florida corporations not-for-profit were traditionally viewed as charitable, civic or social groups, rather than corporate entities with actual control over the homes and lives of their members.

In the late 1980's, through 1992, legislation proposing a condominium-like legislative structure for homeowner associations and master associations had been repeatedly introduced in the legislature but had never gained passage. Meanwhile, the residents of the homeowner and master association communities were pressuring their legislators to provide them with the sort of statutory "*protection*" which was in place for residents of the condominium communities. Various special interest groups, on both sides, created pressure for change. The courts were also becoming increasingly busy in attempting to apply existing law to the various problems which arose in these homeowner and master association communities.

B. THE NEW LEGISLATION

Commencing in 1992, as a small after part of Chapter 92-49, "*Community Associations*", the legislature enacted Florida's first specific homeowner association legislation which took effect on October 1, 1992. This new legislation, which became a part of Chapter 617, was very broad in application but narrow in scope. The legislature initially excluded from the application of this new law all associations prior to transfer of control of the association from the developer. It further regulated only a few of the areas of homeowner and master

association operations and generally those regulations were similar to the related areas regulated under Florida Condominium law.

In 1993, as a part of Chapter 93-281, Florida Statutes, "*Corporations-General Amendments*", the legislature made substantial changes in the Not-For-Profit Corporation Act including a number of condominium-like provisions intended for the regulation of homeowner and master associations. To make it clear that these new provisions were intended for homeowner and master associations, this 1993 legislation contains, in Section 617.2103, Florida Statutes, exemptions for all corporations described in Section 501(c) of the Internal Revenue Code. Significantly, this 1993 amendment provides, in Section 617.1908, Florida Statutes, that the provisions of Chapter 607, The Florida Business Corporation Act, shall not apply to any corporations not for profit.

In 1994, the legislature made further revisions to Chapter 617, and there is currently a Legislative Study Commission which is holding hearings for the purpose of receiving input from the public, as to whether further homeowner association legislation is required.

II THE 1992 LEGISLATION

A. APPLICATION

Sections 617.303 through 617.306, Florida Statutes, have not been amended since their enactment in 1992. Section 617.301(2) defines homeowners' association to mean an association in which membership, either by the parcel owner or by an association in which parcel owners are members (master associations), is a condition of ownership of a parcel and which is authorized to impose a charge or assessment that, if unpaid, may become a lien on the parcel. Nowhere within Chapter 92-49 is there any consideration given as to residential or non-residential use. Chapter 92-49 specifically excludes from the application of Sections 617.301 through 617.306 any homeowners' association during the period of time that the developer controls the association.

B. AREAS REGULATED

Chapter 92-49 initiates regulation in only a few of the areas of operation of homeowner and master associations as compared to the existing body of regulation concerning condominium associations. In the area of meetings, meetings of the Board of Directors are now required to be open to all owners and notices of all meetings must be posted in a conspicuous place on the association property at least forty-eight (48) hours in advance, except in an emergency. Notices of any meetings at which assessments are going to be established must have a specific provision advising the members that assessments will be considered and further advising them as to the nature of such assessments. Minutes of all meetings must be kept in a business-like manner, must be available for inspection by owners or their representatives at reasonable times and must be retained for at least 7 years.

Section 617.303(4) contains a list of seven (7) categories of "official records" each of which "when applicable" must be maintained by the association. Further, Section 617.303(4) contains a sub-list specifying specific requirements concerning accounting records, including the maintenance of separate accounting records for each parcel, according to generally accepted accounting principals. It also contains a provision whereby a unit owner who is denied access for an inspection of accounting records is entitled to an award of attorneys fees "from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection."

This law also implemented provisions concerning the rights of owners to "peaceably assemble". The legislature included the right to invite public officers or candidates to public office to appear and speak in common areas and recreational facilities which had frequently been an area of some contention in homeowner and master association communities. It also provided for appropriate litigation to enforce this right. There was a provision implemented whereby a unit owner could apply to the Circuit Court for the appointment of a receiver to manage the affairs of an association where it fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the by-laws.

In the area of elections, Section 617.306 enacted a structure very similar to that in place for condominium associations for election of board members. It prohibits the use of general proxies for voting and, as in the case of condominium associations, voting for election of members of the board of directors must be in person, or "*by a ballot that the homeowner personally casts*". It also provided that a majority of the voting interest of the members constitute a quorum at a meeting unless a lower number is provided in the by-laws. Further, it provides that decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present, unless otherwise provided in this Chapter or in the articles of incorporation or by-laws. In addition to operational provisions, Chapter 92-49 created new disclosure requirements.

III THE 1993 LEGISLATION

A. APPLICATION

Sections 44 through 78 of Chapter 93-281, "*Corporations - General Amendments*", which became a law on May 15, 1993, contained substantial revisions to Florida Statutes Sections 617.01201 through 617.2103. All of the revised provisions of Chapter 617 contained in Chapter 93-281 apply to all homeowner and master associations. There is a specific exemption for Corporations "*described in s. 501(c) of the Internal Revenue Code of 1986, as amended*". Section 617.1908 "*cut the bridge*" to Chapter 607 thereby making only Chapter 617 applicable to homeowner and master associations which are Florida corporations not-for-profit.

B. AREAS REGULATED

While Chapter 92-49 contains significant record keeping, inspection and enforcement provisions concerning same for non-developer controlled homeowner and master associations, Sections 617.1601 through 617.1604 require all homeowner and master associations to keep extensive records, including accurate accounting records. It further grants all members of the corporation the right to inspect and copy any of the records of the corporation described in the Statute if the member gives the corporation five (5) business days'

prior written demand. The list of documents which may be inspected and copied is similar to that in the condominium statute. However, there is a good faith/proper purpose requirement for certain records for excerpts from minutes of any meeting of the board of directors, records of any action of a committee of the board of directors while acting in place of the board of directors, minutes of any meeting of the members, and records of action taken by the members or board of directors without a meeting. There is a provision for denial by the corporation of inspection for improper cause or for improper use of prior inspections. The member's agent or attorney has the same inspection and copying rights as the member he represents. There is also a provision for court-ordered inspection in Section 617.1604, which includes the authority of the court to order the payment of the member's cost, including reasonable attorneys fees, reasonably incurred to obtain the order and enforce the member's rights under this Section. Section 617.1605 now requires the board of directors to mail or furnish by personal delivery to each member a complete financial report of actual receipts and expenditures for the previous 12 months within 60 days following the end of the fiscal or calendar year, or annually on such date as is otherwise provided in the by-laws. This report must show the amount of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications.

Section 617.0808, concerning removal of directors provides a detailed methodology by which members of homeowner and master associations may remove any member of the board of directors from office with or without cause by a vote or agreement in writing by a majority of all votes of the membership. This procedure is mandatory, notwithstanding the provisions contained in the articles of incorporation or the by-laws. It further provides that a director who is removed from office and who does not relinquish his office or turn over records as required be compelled to do so by the Circuit Court in the county where the corporation's principal office is located.

Pursuant to Section 617.2102, a not-for profit corporation may, if so authorized in the by-laws, levy fines or otherwise penalize members of the corporation. No fine or penalty may

be levied until after the corporation has provided notice thereof to the member concerned and has afforded the member an opportunity to be heard on the matter.

IV THE 1994 LEGISLATION



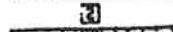
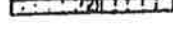


Chapter 94-165, "*Corporations Not For Profit*," became a law without the Governor's approval on May 13, 1994. It contains only very minor change. However, it specifically provides that the members of the board of directors of a homeowners' association who have been appointed by the developer, under Section 617.301 through 617.306, are included in the list of "*directors*" not included in Section 607.0831 and 607.0850 and are therefore not entitled to the indemnification and limitation of liability afforded by the statute to of officers, directors, employees and agents of other not-for profit corporations. This legislation also made a change in Section 617.1908, concerning applicability of the Business Corporation Act, by adding the language "*except as otherwise made applicable by specific reference in any other section of this Chapter*". This minor "*re-connection*" of the bridge was necessary for housekeeping reasons.

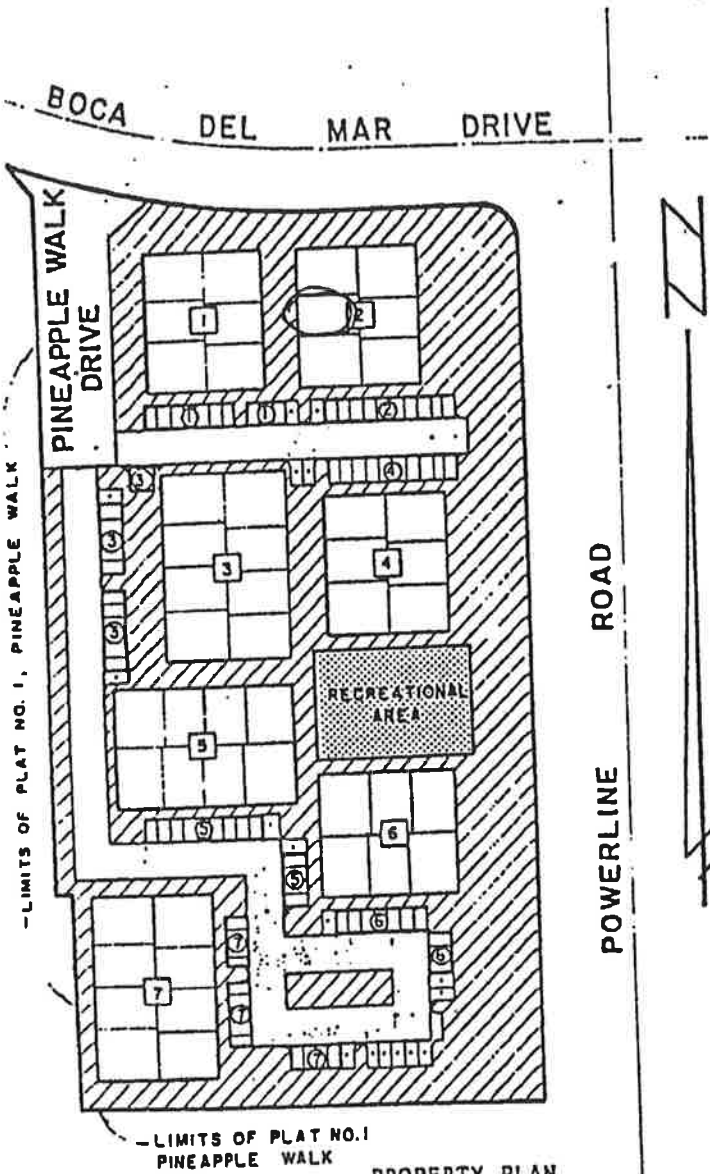
V CONCLUSION

While legislative change in the area of homeowner and master association operations failed to materialize for many years when attempted on a broad brush application, the last 2-1/2 years have seen significant incremental statutory revisions which have had a material effect upon these associations. Although most homeowner and master associations were always subject to the provisions of Chapter 617 as not-for-profit corporations, these associations are now significantly regulated by that Chapter. The emphasis has been upon financial matters of the association; record keeping, budgets, access to documents and information are now very similar to condominium association operations. The election procedures have been brought into conformity with that utilized in condominium associations. While there are still exemptions for developer-controlled associations, the changes implemented by Chapter 93-281 apply to all homeowner and master associations.



PROPERTY PLAN

-  DENOTES RECREATION PARCEL
-  DENOTES INGRESS AND EGRESS AREA
-  DENOTES "BLOCK BUILDING"
-  DENOTES PARKING AREA - THOSE PARKING SPACES WHICH HAVE THE SAME NUMBER DESIGNATION AS A "BLOCK BUILDING" ARE RESERVED FOR THE USE OF THE OWNERS OF RESIDENCES OF SUCH "BLOCK BUILDING"
-  DENOTES ADDITIONAL PARKING AREA
-  DENOTES LANDSCAPE AND OPEN AREAS



PROPERTY PLAN
 EXHIBIT "C"
 DECLARATION OF PROTECTIVE COVENANTS, RECORD VERIFIED
 CONDITIONS AND RESTRICTIONS, PALM BEACH COUNTY FLA
 FOR JOHN E. DUNKLE
 PINEAPPLE WALK I CLERK CIRCUIT COURT

PINEAPPLE WALK I

SCALE: 1" = 100'	APPROVED BY:	DRAWN BY K.E.
DATE: AUGUST 1983		REVISED
EWING AND SHIRLEY, INC. land surveyors and planners		
3767 Lake Worth Road Lake Worth Florida 33461	Suite 118 (305) 968-0421	DRAWING NUMBER 82-073-9

B#294 P0355



BUDGET AND BUDGET NOTES

ITEM	TOTAL ANNUAL	TOTAL QUARTERLY	TOTAL MONTHLY	PER RESIDENCE ANNUAL	PER RESIDENCE QUARTERLY	PER RESIDENCE MONTHLY
ADMINISTRATIVE						
Management Fees (Note 5)	\$ 6,000.00	\$ 1,500.00	\$ 500.00	\$ 125.00	\$ 31.25	\$ 10.42
Insurance (Note 6)	4,287.00	1,071.75	357.25	89.31	22.33	7.44
Supplies, Printing & Postage (Note 7)	288.00	72.00	24.00	6.00	1.50	.50
Postal Fees (Note 8)	300.00	75.00	25.00	6.25	1.56	.52
Administrative	<u>\$10,875.00</u>	<u>\$ 2,718.75</u>	<u>\$ 906.25</u>	<u>\$ 226.56</u>	<u>\$ 56.64</u>	<u>\$ 18.88</u>
ERATING						
Landscaping (Note 9)	\$18,264.00	\$ 4,566.00	\$ 1,522.00	\$ 380.50	\$ 95.12	\$ 31.70
Plumbing Maintenance (Note 10)	3,060.00	765.00	255.00	63.75	15.94	5.31
Trash Removal	4,032.90	1,008.00	336.00	84.00	21.00	7.00
Street Control (Note 11)	720.00	180.00	60.00	15.00	3.75	1.25
Water and Sewer	2,080.00	520.00	173.33	43.33	10.83	3.61
Electric (Note 12)	3,137.00	784.25	261.42	65.35	16.34	5.45
Gas	4,000.00	1,000.00	333.33	83.33	20.83	6.95
Water and Sewer	1,485.00	371.25	123.75	30.94	7.74	2.58
Maintenance & Repair	900.00	225.00	75.00	18.75	4.69	1.56
Operational	600.00	150.00	50.00	12.50	3.12	1.04
	<u>\$38,278.00</u>	<u>\$ 9,569.50</u>	<u>\$ 3,189.83</u>	<u>\$ 797.45</u>	<u>\$ 199.36</u>	<u>\$ 66.45</u>
RESERVES (Note 13)	\$ 2,400.00	\$ 600.00	\$ 200.00	\$ 50.00	\$ 12.50	\$ 4.17
Building Painting	2,000.00	500.00	166.67	41.67	10.42	3.47
Building Roofs	564.00	141.00	47.00	11.75	2.94	.98
Legal Reserves	<u>\$ 4,964.00</u>	<u>\$ 1,241.00</u>	<u>\$ 413.67</u>	<u>\$ 103.42</u>	<u>\$ 25.86</u>	<u>\$ 8.62</u>
TOTAL 1984 OPERATING EXPENSE ASSESSMENT	\$54,117.00	\$13,529.25	\$ 4,509.75	\$ 1,127.43	\$ 281.86	\$ 93.95
CA DEL MAR IMPROVEMENT ASSOCIATION	\$ 1,632.00	\$ 408.00	\$ 136.00	\$ 34.00	\$ 8.50	\$ 2.81
TOTAL ASSESSMENTS	<u>\$55,749.00</u>	<u>\$13,937.25</u>	<u>\$ 4,645.75</u>	<u>\$ 1,161.43</u>	<u>\$ 290.36</u>	<u>\$ 96.78</u>
GRANTEED INTERIM ASSESSMENT AMOUNT (See Article VII.F of Declaration)						
AMOUNT SUBSIDIZED BY DEVELOPER (See Article VII.F of Declaration)						
NAPLES						
						\$ 27.78
						\$ 69.00

NOTES
TO PROJECTED TWELVE MONTH OPERATING BUDGET
FOR THE YEAR 1984
FOR
PINEAPPLE WALK I HOMEOWNERS' ASSOCIATION, INC.

Note 1: The Pineapple Walk I Homeowners' Association, Inc. ("Association") has been established to administer, operate and own (when conveyed by Developer) those portions of the Pineapple Walk I Land which comprise the "Blocks," "Ingress and Egress Areas," and "Parking Areas" which contain the "Residences" as set forth in the Declaration of Covenants, Conditions and Restrictions for the Residences of Pineapple Walk I ("Declaration") and to enforce the provisions of the Declaration. The Ingress and Egress Areas, Parking Areas, Blocks and Residences are described in detail in the Declaration.

Note 2: Unless otherwise noted, any terms contained in this Budget and these Notes to Budget which are contained in the Declaration shall have the meaning of such terms as set forth therein.

Note 3: Pineapple Walk I is planned to contain forty-eight (48) Residences. The number of 48 Residences has been used solely as a basis for determining the per Residence assessments for this initial Budget and is not a representation that there will be such number of Residences. Each Residence will be responsible to pay 1/48 of the total amount to be paid in 1984 by Residences in the Association, regardless of the actual number of Residences.

Note 4: This Budget has been prepared on the basis of the estimated cost of operations on a per unit basis, and the experience of Developer in similar projects. It does not necessarily reflect the actual cost of the particular item of expense for the twelve (12) month period and should not be considered as a representation or warranty of any kind by the Developer or the Association that actual costs may not exceed those shown due to market conditions, inflation and matters beyond the control of the Developer and the Association. Please note that the quarterly and monthly figures shown in this Budget have been rounded to the nearest one cent (\$.01).

Note 5: There is a management contract anticipated between a private management company and the Association to be on commercially competitive terms. The management company will perform such services, including, but not limited to, maintenance of the Block Building exteriors and landscaping, and other services and administrative obligations required to be performed by the Association by the Declaration. The fee set forth in the Budget is based on an average fee charged by organizations in the area in which the subject property is located who perform such services.

Note 6: As set forth in the Declaration, the Association shall purchase public liability and property damage insurance covering the Block Buildings and the Association Property and improvements located or which may in the future be located thereon insuring the Association and Developer (until the Turnover Date). Each Residence Owner is responsible for purchasing his own liability insurance covering his Residence to supplement the insurance obtained by the Association, if he so desires. These expenses also include the cost of directors' and officers' liability insurance premiums for the Association.

Note 7: This item provides for such miscellaneous costs as stationery, printing, forms and mailing.

Note 8: Legal fees include the cost of legal assistance to the Association.

Note 9: There are approximately 2.9 acres + of landscaped area within Pineapple Walk I to be maintained. At a cost of Two Hundred (\$200.00) Dollars per acre per cut, with approximately twenty-eight cuts annually, the total cost will be Sixteen Thousand Two Hundred Forty (\$16,240.00) Dollars annually.

Note 10: This cost represents routine cleaning, chemical treatment, and minor repairs to the pool, which is anticipated to have dimensions of approximately twenty (20') feet by forty (40') feet. Cleaning and chemicals will cost approximately Two Hundred Thirty (\$230.00) Dollars per month, and minor repairs will cost approximately Three Hundred (\$300.00) Dollars per year, for a total of approximately Three Thousand Sixty (\$3,060.00) Dollars annually.

Note 11: This item covers pest control service for Block Building exteriors and the pool area only. Routine service based on \$1.25 per Residence per month results in a total estimated cost of Seven Hundred Twenty (\$720.00) Dollars.

Note 12: A. Electric: The cost for electricity consumed by approximately seven (7) sodium vapor street lights at approximately Fifteen Dollars and Twenty Cents (\$15.20) per pole per month is One Thousand Two Hundred Seventy-six Dollars and Eighty Cents (\$1,276.80) annually. Lighting along walkways will cost an estimated Six Hundred (\$600.00) Dollars annually. The cost of two (2) irrigation pumps will cost an estimated Six Hundred (\$600.00) Dollars annually. The pool pump will cost approximately Six Hundred Sixty (\$660.00) Dollars annually.

B. Gas: Gas to heat the pool from roughly December 1 through April 1 will cost approximately Four Thousand (\$4,000.00) Dollars per year.

C. Water and Sewer: There is anticipated to be a two (2") inch meter for the pool/restroom area, which, with all applicable charges, will cost approximately Six Hundred Seventy Dollars and Twenty Cents (\$670.20) per year. There is also anticipated to be a two (2") inch meter for irrigation, which, with all applicable charges, will cost approximately Eight Hundred Fourteen Dollars and Twenty Cents (\$814.20) per year.

Note 13: Developer, who initially comprises all of the members of the Association, has determined to provide for reserves in the 1984 Budget and, therefore, the Total for 1984 includes all line items set forth on the Budget, including reserve amounts. Reserves shown provide for Block Building painting, roof repairs, and pavement repair and replacement.

The current annual cost to paint the exteriors of the Residences, if painted every five (5) years, would be approximately Eleven Thousand One Hundred Eighty-Eight (\$11,188.00) Dollars.

Reserves set aside each year for repaving 47,000 square feet of roads and parking areas are based on a present replacement cost of Twelve Cents (\$.12) per square foot, or \$5,640.00, with an estimated useful life of ten (10) years, or \$564.00 per year.

Replacement of asphalt shingle roofs every twenty (20) years, will cost approximately Forty Thousand (\$40,000.00) Dollars per year.

PINAPLE2
5/22/84:lee
Rev1 .



PINEAPPLE WALK I
HOMEOWNERS' ASSOCIATION, INC.

HOMEOWNERS' DOCUMENT BOOK

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STATEMENT ON DEVELOPMENT

STATEMENT ON DEVELOPMENT
OF
PINEAPPLE WALK I

CFW EQUITIES, INC., a Florida corporation, its successors and assigns (the "Developer"), is pleased to provide this Document Book which contains the various documents relating to Pineapple Walk I. This Statement on Development is intended to acquaint the prospective purchaser with a basic plan for the development of Pineapple Walk I, provide a brief discussion of the purposes of the various documents contained in this Document Book, and provide financial information concerning the operation of the Pineapple Walk I Homeowners' Association, Inc. (the "Association"), which is the homeowners association administering Pineapple Walk I. THIS STATEMENT ON DEVELOPMENT IS INTENDED TO ASSIST IN UNDERSTANDING THE DOCUMENTS CONTAINED HEREIN BUT IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSIDERED AS, A SUBSTITUTE FOR READING EACH SUCH DOCUMENTS OR FOR OBTAINING LEGAL COUNSEL IF DESIRED.

I PLAN FOR DEVELOPMENT

Pineapple Walk I, which is not a condominium, is a planned residential community in Palm Beach County intended to contain a maximum of 48 Residences. There will also be in Pineapple Walk I a recreation area containing a swimming pool, a whirlpool, and a cabana containing men's and women's bathrooms available for use by all owners in Pineapple Walk I. The Association is responsible for administering and operating the Block Buildings containing the Residences, the Recreation Parcel, the Landscape and Open Areas, and the Ingress and Egress Areas and Parking Areas, all of which comprise Pineapple Walk I. It is also responsible for enforcing architectural design standards throughout Pineapple Walk I. The 48 Residences to be constructed as Pineapple Walk I will be located in seven (7) Block Buildings. Four of the Block Buildings will contain six (6) Residences each, and the other three (3) Block Buildings will contain eight (8) Residences each. The Developer has reserved the right not to include in Pineapple Walk I portions of the property which are presently planned. The Developer is not obligated to develop all 48 of the Residences, but may increase or decrease that number.

Each purchaser who acquires a Residence from the Developer shall be conveyed the fee title ownership to that Residence and, like the traditional private homeowner, will be separately billed for services such as electricity, water and sewer, garbage collection, other utilities, and real property taxes applicable to the particular Residence. Each Owner will also have the right to use the parking spaces in the Parking Area near his Block Building. The Association may assign Owners the exclusive use of a particular parking space. Each Owner, upon obtaining title to his Residence, will automatically become a member of the Association.

II PINEAPPLE WALK I DOCUMENTS

The following constitutes a summary of the Pineapple Walk I Documents:

A. The Declaration.

The Declaration sets forth the basic land use plan for the use, operation, and administration of all of Pineapple Walk I and the means for said plan to be

effectuated. The Declaration has been or will be recorded amongst the Public Records of Palm Beach County, Florida. The Declaration provides that Pineapple Walk I shall contain Blocks on which Block Buildings are located, Landscape and Open Areas, a Recreation Parcel, Ingress and Egress Areas, and Parking Areas. The uses permitted on the Pineapple Walk I Land and the restrictions thereon are set forth in the Declaration. The Declaration also reserves and grants certain easements, including, but not limited to, easements for utilities, municipal services, and encroachments. There are also certain provisions for the maintenance of Pineapple Walk I.

The Declaration further provides for an annual budget and for annual and special assessments against each Residence and its owner for Operating Expenses. In order to secure the payment of these assessments, the Declaration establishes lien rights and other enforcement powers, including the power to assess reasonable fines.

Additionally, the Declaration provides that repair and maintenance of the Residences, including the courtyard and fence serving each Residence, shall be the responsibility of the respective Owners. Other repair and maintenance shall be the responsibility of the Association, with costs shared by all Owners (administrative costs, public liability insurance, the cost of maintaining the Landscape and Open Areas, Ingress and Egress areas, Parking Areas, Block Buildings, and Recreation Parcel, and other miscellaneous expenses). Insurance for each Residence will be provided by the Owners at their own expense and for the Association Property as an Operating Expense to be shared by all Owners.

B. Articles of Incorporation and By-Laws of the Pineapple Walk I Homeowners' Association, Inc.

The Association has been organized as a Florida corporation not-for-profit, and the Pineapple Walk I Articles have been filed with the Secretary of State of the State of Florida. The Association is the entity responsible for the administration and operation of Pineapple Walk I. The Pineapple Walk I Articles sets forth that each Owner is a member of the Association and provides for the number, qualification, and membership of the Board of Directors and the officers of the Association.

Because the Developer has a substantial economic interest in Pineapple Walk I, the Developer has reserved the right to designate and control the Board of Directors for the initial period of the Association's corporate existence as set forth in the Pineapple Walk I Articles. Thereafter, the Developer has reserved the right to designate a certain number of members of the Association Board until the Developer no longer has an interest in Pineapple Walk I. The Pineapple Walk I Articles also provide for indemnification by the Association of its officers and directors for costs and expenses which may be incurred by such officers and directors for action taken by reason of their being officers and directors of the Association.

The Directors, Officers, and Registered Agent of the Association were changed by resolution of the Association Board, in accordance with the rights of C.F.W. Equities, Inc., as the "Developer" and are not those persons designated in the Pineapple Walk I Articles attached to this Statement of Development. The current Directors are: Ira L. Farmer, B.F. Hattaway, and Gary Tenczar. The Officers of the Association are as follows:

President:	Ira L. Farmer
Vice President:	Gary Tenczar
Secretary/Treasurer:	B.F. Hattaway

The registered agent is Gary Tenczar and the registered office is located at 22341 Powerline Road, Boca Raton, Florida, 33433.

The Pineapple Walk I By-Laws detail many of the everyday procedures by which the Association is governed. They describe how and when meetings of the members and Pineapple Walk I Board of Directors are held and the required notices for such meetings; set forth the method of establishing an annual budget of the Association; provide for the accounting records and fiscal management of the Association; set forth the powers and responsibilities of the directors and officers of the Association; and provide a procedure for assessing reasonable fines for non-compliance with the Declaration.

C, Miscellaneous Documents

In addition to the foregoing documents, the Proposed 1984 Budget of the Association and the Property Plan, have been included in this Document Book.

III ASSESSMENTS

The Owners will be responsible for paying their respective "Individual Residence Assessments." Owners become obligated for such assessments as of the first month after their Residences receive a Certificate of Occupancy. The sums collected as Individual Residence Assessments are to provide the Association with funds necessary to meet and pay the expenses which are anticipated to be required for the operation of Pineapple Walk I. The Individual Residence Assessment is determined by the Association by allocating to each Contributing Residence a portion of the Operating Expenses. The payment of these Individual Residence Assessments as well as any Special Assessment is secured by lien rights and other enforcement powers as set forth in the Declaration. In the event an Owner fails to meet maintenance obligations imposed by the Declaration concerning his Residence, the Association may engage in such maintenance and charge the individual Owner therefor.

The Developer recognizes that, by reason of the difficulties normally encountered in initially operating a community such as Pineapple Walk I, it will be useful to provide some form of maximum Individual Residence Assessment under the Declaration during an initial period. Therefore, although the Owners will still be responsible for any Special Assessments under the Declaration, the Developer has established an "Interim Assessment Period" as set forth in the Declaration, ending not later than December 31, 1984, during which the Developer has stated that each Residence's Individual Residence Assessment will not exceed \$69.00 per month. After the expiration of such Interim Assessment Period, Assessments will be based upon the projections and estimates of the Operating Expenses and will be assessed against all Contributing Residences as provided in the Pineapple Walk I Documents.

IV PINEAPPLE WALK II

Located contiguous to Pineapple Walk I is a planned residential community created by Developer known as Pineapple Walk II. Developer has reserved the right in the Pineapple Walk I Documents to use the Pineapple Walk I Land in furtherance of the creation and development of Pineapple Walk II. That notwithstanding, facilities in Pineapple Walk I are not available for use by the Owners in Pineapple

Walk II, and the facilities in Pineapple Walk II are not available for use by the Owners in Pineapple Walk I.

V SUMMARY NATURE OF THIS STATEMENT

As stated above, the purpose of this Statement on Development is to provide a summary description of Pineapple Walk I and the documents governing it. However, because this Statement on Development only describes in summary form certain of the material terms and provisions of the Pineapple Walk I Documents, and the terms and provisions of such Documents will govern the development and operation of Pineapple Walk I, each prospective purchaser should refer to the Pineapple Walk I Documents for the complete and specific terms and provisions contained therein.

Each of the Pineapple Walk I Documents may be amended and modified in the future as the Developer shall determine. Additionally, legal descriptions, surveys, graphic descriptions, and land use plans may be revised to conform with any minor changes in the field during the course of construction.

The design and layout contemplated for Pineapple Walk I are being created for the purpose of making residential living in Pineapple Walk I pleasant and enjoyable.

PINAPLE2
6/25/84:lee
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Notes

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Association Board

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Pg 25 - Article XI : Use & Maintenance of Block property
- responsibilities of owner
- responsibilities of Association

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Pg 33 - Rights to Notice



PINEAPPLE WALK I
HOMEOWNERS' ASSOCIATION, INC.

RULES AND REGULATIONS

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Emergency, Police, Fire/Rescue 911
Paramedic 911
Pineapple Walk I Homeowners' Association 395-6760
Florida Power & Light 997-8700
Palm Beach County Sheriff 278-3131

HOSPITALS

Hoca Raton Community Hospital 395-7100
Bethesda Memorial Hospital 1-278-2401
North Broward General Hospital 941-8300
Imperial Point Hospital 1-772-9000
Holy Cross Hospital 1-771-8000

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PREFACE

The following rules and regulations have been established in accordance with Pineapple Walk I Documents in order to maintain high standards, pleasant living conditions and for the common welfare and best interests of all Pineapple Walk I homeowners and their guests.

It is regrettable that living makes so many rules necessary and it is hoped that these rules will be voluntarily complied with. If not, the Association has the legal right to enforce them.

The Association Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind any existing rules and regulations so long as these rules and regulations are not inconsistent with the terms or provisions of the Pineapple Walk I Documents.

Members are welcome to make constructive suggestions, in writing, to the Association Board for the improvement and efficient operation of Pineapple Walk I.

1. BUILDING AND IMPROVEMENTS

No building, additions, improvements, alterations, pools, fences, walls, patios, terraces, screened enclosures or barbecue pits may be erected or altered until the plans and specifications are approved in writing by the Developer and Association.

2. TENTS, SHACKS OR ACCESSORY BUILDINGS

No tents, shacks or accessory or temporary building or structures shall be constructed or otherwise placed within Pineapple Walk I except in connection with the construction, development or sales activities permitted under the Declaration or with the prior written consent of the Developer.

3. ANTENNAS AND FLAGPOLES

No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or flagpoles are permitted.

4. ANIMALS AND PETS

Only common household pets may be kept in a residence but not for breeding or commercial purposes.

All owners keeping pets in a residence must obtain from the Association and fill out a "Pet Permission Slip".

All owners keeping pets in a residence are responsible for the immediate clean-up after walking pets.

All pets must be leashed at all times.

5. PARKING

Assignment of parking spaces will be by Block Buildings only.

Visitors are allowed to park in "Visitor" parking spaces only.

No parking is permitted on the ingress and egress areas.

6. BARBECUES

Owners may use barbecues in their respective court-yards only.

7. COURTYARDS

No owner may create any situation which the Associ-ation deems to be unsightly in the courtyard in front of the residence if same can be seen from the parking lot or ingress and egress areas.

8. SIGNS

No signs may be erected or displayed on the land or on any structure unless first approved in writing by the Developer and Association.

9. MINING AND DRILLING

No mining, quarrying or drilling for minerals, oil, gas or otherwise is permitted within any portion of Pineapple Walk I.

10. NUISANCES

No owner shall cause or permit any unreasonable or

obnoxious noises or odors and no nuisances or illegal activities shall be permitted.

No owner shall play upon or permit to be played upon, any musical instrument, or operate or permit to be operated a phonograph, radio, television set or other loud speaker in a residence between the hours of 11 p.m. and the following 8 a.m. if the same shall disturb or annoy other residents.

11. REMOVAL OF SOD AND SHRUBBERY, ALTERATION OF DRAINAGE,

No sod, topsoil, muck, trees or shrubbery may be removed from Pineapple Walk I and no change in the condition of the soil or the level of the land of any portion of Pineapple Walk I may be made which results in permanent change in the flow or drainage of surface water of Pineapple Walk I without the prior written consent of Developer and Association.

12. BOATS, MOTOR VEHICLES, TRAILERS, ETC.

No boats, boat trailers, house trailers, motor homes, trucks, commercial vehicles, vans, motorcycles, motor scooters, mopeds or go carts, or other motor vehicles or trailers, whether of recreational nature or otherwise, other than four-wheel passenger non-commercial vans may be placed, parked or stored on Pineapple Walk I except for loading and unloading or during deliveries or repairs to a residence, but in no event overnight without the prior written consent of the Developer and Association.

13. MAINTENANCE OR REPAIR TO MOTOR VEHICLES

No motor vehicle may be repaired or in any way serviced except for washing and cleaning on Pineapple Walk I property.

14. TRASH REMOVAL

All trash and garbage must be disposed of in the metal dumpsters provided for this purpose. Please use plastic bags tied to avoid spillage, odor and pests. Be sure to put the lid to the dumpster down and close the gate.

15. SUBDIVISION

No portion of Pineapple Walk I shall be divided, subdivided or sold except as a whole without the written approval of the Developer.

16. PINEAPPLE WALK II

The common areas of Pineapple Walk II are not available for use by Pineapple Walk I owners or guests.

17. MAINTENANCE OF PROPERTY

Each owner shall maintain in good condition and repair at his own expense:

1. All portions of his residence.
2. Courtyard and fence serving the residence, provided that no owner may change the color of the fence or the finish or the type of paint used by Developer without the Association's prior written approval.
3. All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which service only his residence.
4. All glass and screens in windows and doors in his residence.

All such maintenance and repair must be consistent and in uniformity with the Block Property.

Each owner must perform promptly all such maintenance and repairs and is liable for any damages that arise due to his failure to do so.

Each owner must promptly report to the Association any defect known to such owner which requires repair of the Block for which the Association or a party other than that owner is responsible.

18. COMPLAINTS

Any complaints regarding the actions of the owners, lessees or the management of Pineapple Walk I must be in writing.

19. HURRICANE SEASON

No hurricane or storm shutters shall be installed without prior written consent of the Association.

Any owner who plans to be absent from his residence during hurricane season is responsible for removing all furniture, potted plants and other movable objects from his respective courtyard and entrance.

20. LEASING POLICY

Any owner wishing to lease his unit must obtain from the Association and fill out an "Association Rental Approval Application". The Association Documents contain the following restrictions on leasing:

1. No unit shall be rented for transient or hotel purposes. Any lease must be of at least one month's duration. A lessee with a one month

lease or longer may not sublet or allow a third party to occupy the unit for less than one month. No unit may be leased more than three times in one year.

2. No two bedroom unit shall be leased to or occupied by more than 4 people.
3. No three bedroom unit shall be leased to or occupied by more than 6 people.
4. All tenants or occupants are subject to Association regulations and the owner(s) shall be held responsible for any and all infractions. The lease must contain a clause that indicates the tenant has received a copy of the Association Rules and Regulations.
5. Tenants or occupants of a leased unit are entitled to use the recreation facilities only if the unit owner relinquishes his/her right to use recreation facilities for the length of the lease.
6. The unit owner(s) must provide management with a copy of the lease. Full name(s) of lessee and occupants and the permanent address and emergency telephone number of the owner.
7. Unit owner is always responsible for Association assessments, insurance deductibles or any other charge the Board of Directors may direct to the unit.
8. The tenants and occupants of a unit are the guests of the unit owners. They are encouraged to assist the Association on committees but are not allowed to sit on the Board of Directors.

21. GUESTS

It is the responsibility of the owner to notify all guests of the rules and regulations of Pineapple Walk I and the owner is responsible for all violations of these rules and regulations.

22. POOL RULES

Pool rules posted at the swimming pool must be observed at all times.

No radio may be played so loud as to annoy or disturb other persons.

No dogs allowed in pool area.

23. RADIO EQUIPMENT

No ham radios or radio transmission equipment may be operated or permitted to be operated without the prior written consent of Developer and Association.

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Pg 3 - The Association

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Florida Statutes (Full Volume 1993)

CHAPTER 617: CORPORATIONS NOT FOR PROFIT

617.1202 Sale, lease, exchange, or other disposition of corporate property and assets requiring member approval. ---

A sale, lease, exchange, or other disposition of all or substantially all of the property and assets of a corporation, in all cases other than those not requiring member approval as specified in s. 617.1201, may be made upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property, real or personal, including shares, bonds, or other securities of any corporation or corporations for profit, domestic or foreign, and must be authorized in the following manner:

(1) If the corporation has members entitled to vote on the sale, lease, exchange, or other disposition of corporate property, the board of directors must adopt a resolution approving such sale, lease, exchange, or other disposition, and directing that it be submitted to a vote at a meeting of members entitled to vote thereon, which may be either an annual or special meeting. Written notice stating that the purpose, or one of the purposes, of such meeting is to consider the sale, lease, exchange, or other disposition of all or substantially all of the property and assets of the corporation must be given to each member entitled to vote at such meeting in accordance with the articles of incorporation or the bylaws. At such meeting, the members may authorize such sale, lease, exchange, or other disposition and may approve or fix, or may authorize the board of directors to fix, any or all of the terms and conditions thereof and the consideration to be received by the corporation therefor. Such authorization requires at least a majority of the votes which members present at such meeting or represented by proxy are entitled to cast. After such authorization by a vote of members, the board of directors may, in its discretion, abandon such sale, lease, exchange, or other disposition of assets, subject to the rights of third parties under any contracts relating to such sale, lease, exchange, or other disposition, without further action or approval by members.

(2) If the corporation has no members or if its members are not entitled to vote thereon, a sale, lease, exchange, or other disposition of all or substantially all the property and assets of a corporation may be authorized by a majority vote of the directors then in office.

History: s. 75, ch. 90-179.

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Florida Statutes (Full Volume 1993)

CHAPTER 617: CORPORATIONS NOT FOR PROFIT

[Footnote 1]

617.302 Homeowners' associations; scope. ---

Sections 617.301-617.306 do not apply to homeowners' associations that are subject to regulation by chapter 718, chapter 719, chapter 721, or chapter 723; to homeowners' associations serving less than 50 parcels or in which the assessments do not exceed \$150 per year per parcel; or to any homeowners' association prior to transfer of control of the association to parcel owners other than the developer.

History: s. 34, ch. 92-49.

[Footnote 1] Note. Section 39, ch. 92-49, provides that "it is the intent of the Legislature that, to the extent possible, without causing the impairment of the obligation of contract, sections 33-38 of this act shall apply to existing homeowners' associations."

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[Footnote 1]

617.303 The association. ---

- (1) The officers and directors of a homeowners' association have a fiduciary relationship to the owners of parcels served by the homeowners' association.
- (2) Meetings of the board of directors shall be open to all parcel owners, and notices of meetings shall be posted in a conspicuous place on the association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.
- (3) Minutes of all meetings of members and of the board of directors shall be kept in a businesslike manner and shall be available for inspection by parcel owners, or their authorized representatives, and board members at reasonable times. The association shall retain these minutes for at least 7 years.
- (4) The association shall maintain each of the following items, when applicable, which shall constitute the official records of the association:
 - (a) A copy of the plans, permits, warranties, and other items provided by the developer.
 - (b) A copy of the bylaws of the homeowners' association and of each amendment to the bylaws.
 - (c) A certified copy of the articles of incorporation of the homeowners' association, or other documents creating the homeowners' association, and of each amendment thereto.
 - (d) A copy of the current rules of the homeowners' association.
 - (e) A book or books that contain the minutes of all meetings of the homeowners' association, of the board of directors, and of members, which minutes shall be retained for a period of not less than 7 years.
 - (f) A current roster of all members and their mailing addresses, parcel identifications, and, if known, telephone numbers.
 - (g) All current insurance policies of the homeowners' association or a copy thereof.
 - (h) A current copy of any management agreement, lease, or other contract to which the homeowners' association is a party or under which the homeowners' association or the parcel owners have an obligation or responsibility.
 - (i) Accounting records for the homeowners' association and separate accounting records for each

(4)

parcel, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall be open to inspection by parcel owners or their authorized representatives at reasonable times. The failure of the homeowners' association to permit inspection of its accounting records by parcel owners or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to: **1.** Accurate, itemized, and detailed records of all receipts and expenditures. **2.** A current account and a periodic statement of the account for each member of the homeowners' association, designating the name of the member, the due date and amount of each assessment, the amount paid upon the account, and the balance due. **3.** All audits, reviews, accounting statements, and financial reports of the homeowners' association. **4.** All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.

History: s. 35, ch. 92-49.

[Footnote 1] Note. Section 39, ch. 92-49, provides that "it is the intent of the Legislature that, to the extent possible, without causing the impairment of the obligation of contract, sections 33-38 of this act shall apply to existing homeowners' associations."

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CHAPTER 617: CORPORATIONS NOT FOR PROFIT

[Footnote 1]

617.304 Homeowners' associations; right of owners to peaceably assemble. ---

(1) All common areas and recreational facilities serving any homeowners' association shall be available to parcel owners in the homeowners' association served thereby and their invited guests for the use intended for such common areas and recreational facilities. The entity or entities responsible for the operation of the common areas and recreational facilities may adopt reasonable rules and regulations pertaining to the use of such common areas and recreational facilities. No entity or entities shall unreasonably restrict any parcel owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas and recreational facilities.

(2) Any owner prevented from exercising rights guaranteed by subsection (1) may bring an action in the appropriate court of the county in which the alleged infringement occurred, and, upon favorable adjudication, the court shall enjoin the enforcement of any provision contained in any homeowners' association document or rule that operates to deprive the owner of such rights.

History: s. 36, ch. 92-49.

[Footnote 1] **Note.** Section 39, ch. 92-49, provides that "it is the intent of the Legislature that, to the extent possible, without causing the impairment of the obligation of contract, sections 33-38 of this act shall apply to existing homeowners' associations."

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CHAPTER 617: CORPORATIONS NOT FOR PROFIT

[Footnote 1]

617.306 Voting and election procedures. ---

- (1) Unless a lower number is provided in the bylaws, the percentage of voting interests required to constitute a quorum at a meeting of the members shall be a majority of the voting interests. Unless otherwise provided in this chapter or in the articles of incorporation or bylaws, decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.
- (2) Homeowners may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the articles of incorporation or bylaws or for any matter that requires or permits a vote of the homeowners.
- (3) Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the homeowner who executes it.
- (4) For election of members of the board of directors, homeowners shall vote in person at a meeting of the homeowners or by a ballot that the homeowner personally casts.

History: s. 38, ch. 92-49.

[Footnote 1] **Note.** Section 39, ch. 92-49, provides that "it is the intent of the Legislature that, to the extent possible, without causing the impairment of the obligation of contract, sections 33-38 of this act shall apply to existing homeowners' associations."

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CHAPTER 617: CORPORATIONS NOT FOR PROFIT

617.0808 Removal of directors. ---

A director may be removed from office pursuant to procedures provided in the articles of incorporation or the bylaws, which shall provide the following, and if they do not do so, shall be deemed to include the following:

- (1) Any member of the board of directors shall be removed from office with or without cause by the vote or agreement in writing by a majority of all votes of the membership.
- (2) The notice of a meeting of the members to recall a member or members of the board of directors shall state the specific directors sought to be removed.
- (3) A proposed removal of a director at a meeting shall require a separate vote for each board member sought to be removed. Where removal is sought by written agreement, a separate agreement is required for each board member to be removed.
- (4) If removal is effected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting.
- (5) Any director who is removed from the board shall not be eligible to stand for reelection until the next annual meeting of the members.
- (6) Any director removed from office shall turn over to the board of directors within 72 hours any and all records of the corporation in his possession.
- (7) If a director who is removed shall not relinquish his office or turn over records as required under this section, the circuit court in the county where the corporation's principal office is located may summarily order the director to relinquish his office and turn over corporate records upon application of any member.

History: s. 42, ch. 90-179; s. 56, ch. 93-281.

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Florida Statutes (Full Volume 1993)

CHAPTER 617: CORPORATIONS NOT FOR PROFIT

617.0809 Vacancy on board. ---

(1) Any vacancy occurring on the board of directors may be filled by the affirmative vote of the majority of the remaining directors, even though the remaining directors constitute less than a quorum, or by the sole remaining director, as the case may be, or, if the vacancy is not so filled or if no director remains, by the members or, on the application of any person, by the circuit court of the county where the registered office of the corporation is located. f

(2) A director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by the board of directors, but only for a term of office continuing until the next election of directors by the members or, if the corporation has no members or no members having the right to vote thereon, for such term of office as is provided in the articles of incorporation or the bylaws.

(3) A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date under s. 617.0807 or otherwise, may be filled before the vacancy occurs. However, the new director may not take office until the vacancy occurs.

History: s. 44, ch. 90-179.

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Florida Statutes (Full Volume 1993)

CHAPTER 617: CORPORATIONS NOT FOR PROFIT

617.0821 Action by directors without a meeting. ---

(1) Unless the articles of incorporation or the bylaws provide otherwise, action required or permitted by this act to be taken at a board of directors' meeting or committee meeting may be taken without a meeting if the action is taken by all members of the board or of the committee. The action must be evidenced by one or more written consents describing the action taken and signed by each director or committee member.

(2) Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date.

(3) A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

History: s. 47, ch. 90-179.

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Florida Statutes (Full Volume 1993)

CHAPTER 617: CORPORATIONS NOT FOR PROFIT

617.0832 Director conflicts of interest. ---

(1) No contract or other transaction between a corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such director or directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because his or their votes are counted for such purpose, if:

(a) The fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors;

(b) The fact of such relationship or interest is disclosed or known to the members entitled to vote on such contract or transaction, if any, and they authorize, approve, or ratify it by vote or written consent; or

(c) The contract or transaction is fair and reasonable as to the corporation at the time it is authorized by the board, a committee, or the members.

(2) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

History: s. 55, ch. 90-179.

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Florida Statutes (Full Volume 1993)

CHAPTER 617: CORPORATIONS NOT FOR PROFIT

617.0842 Resignation and removal of officers. —

(1) An officer may resign at any time by delivering notice to the corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the corporation accepts the future effective date, its board of directors may fill the pending vacancy before the effective date if the board of directors provides that the successor does not take office until the effective date of the pending vacancy.

(2) A board of directors may remove any officer at any time with or without cause. Any officer or assistant officer, if appointed by another officer, may likewise be removed by such officer.

History: s. 60, ch. 90-179.

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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINEAPPLE WALK I HOMEOWNERS' ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT is executed this 13 day of June, 2016, by PINEAPPLE WALK I HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as "Association"). WHEREAS the Association has been established for the operation of Pineapple Walk I Homeowners' Association, Inc. in accordance with the Declaration of Covenants, Conditions and Restrictions and related documents which were recorded in the Official Records in Book 4294 Page 298 of the Public Records of Palm Beach County, Florida, and as subsequently amended; and, WHEREAS at a duly noticed Special Meeting of the Members and the Board of Directors of the Association held on this 13 day of June, 2016, at which a quorum of the owners were present in person or by proxy and a quorum of Directors were present in person, the attached amendments to the Declaration of Covenants, Conditions and Restrictions were submitted to the owners and Directors for their consideration and vote; and WHEREAS, the attached amendments to By-Laws were approved by the membership; and NOW, THEREFORE, the President and Secretary of the Association do hereby state and certify the following:

1. That the referenced special members meeting of the Association was duly noticed and held in accordance with the Association's by-laws and the requirements of Chapter 720, Florida Statutes, for the purpose of amending the By-Laws; and
2. That at said special meeting, the membership meeting voted in the affirmative to adopt the attached amendments to the By-Laws a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, which were approved and adopted in accordance with the terms and provisions of said Declaration, by-laws and Chapter 720, Florida Statutes.

IN WITNESS WHEREOF, the undersigned have set hands and seal this 13 day of June, 2016.

Witness

By: Love Ashurst PINEAPPLE WALK I HOMEOWNERS'
Print: LOVE ASHURST ASSOCIATION, INC.

By: LANA KAPRALIS By: Karen O'neill
Print: L. Kapralis Print: KAREN O'NEILL
Title: President

By: Love Ashurst By: Eileen McCormick
Print: LOVE ASHURST Print: Eileen McCormick
Title: Secretary

By: LANA KAPRALIS
Print: L. Kapralis

STATE OF FLORIDA
COUNTY OF PALM BEACH



The foregoing instrument was acknowledged before me this 13 day of June, 2016 by Karen O'neill as President and by Eileen McCormick as Secretary respectively of Pineapple Walk I Homeowners' Association, Inc. a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced _____ as identification and did/did not take an oath

Anita Mangum Tarrats
Signature of Notary

My commission expires:

June 24, 2018

its successors and assigns or other designated person or entity, no longer owning any portion of Pineapple Walk I, or upon Developer's notifying the Association in writing of Developer's voluntary written election to relinquish the aforesaid rights and privileges of use.

I. Disputes as to Use

In the event there is any dispute as to whether the use of a portion of Pineapple Walk I or any portion thereof complies with the covenants, conditions and restrictions contained in this Declaration, such dispute shall be referred to the Developer, and a determination rendered by the Developer with respect to such dispute shall be final and binding on all parties concerned therewith, provided, however, any use by Developer in accordance with subparagraph 20 of Paragraph J of this Article III shall be deemed a use which complies with the Declaration.

J. Additional Provisions for the Preservation of the Values and Amenities of Pineapple Walk I

In order to preserve the values and amenities of Pineapple Walk I, the following provisions shall be applicable to Pineapple Walk I:

1. Plans, Specifications and Locations of Buildings: No building or structure of any kind, including, without limitation, additions, improvements, alterations, pools, fences, walls, patios, terraces, screened enclosures, or barbecue pits shall be erected or altered until the plans and specifications, exteriors, including exterior colors, location and sealed plot plan thereof, in detail and to scale, shall have been submitted to and approved by Developer in writing before any construction has begun. Failure to submit the plans, specifications, exteriors, location, and plot plan, in detail and to scale, or failure to acquire the approval of Developer, shall be deemed a material breach of this restriction. Developer shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing, electrical and water management requirements of all regulatory codes. Developer will not assume any responsibility in this regard before, during, or after construction. No exterior colors on any building or structure on the property shall be permitted that, in the sole judgment of Developer, would be inharmonious or discordant or incongruous with the property. Any and all future exterior changes, including but not limited to color changes, must be first approved by Developer in writing.

2. Parking: No parking shall be permitted on the Ingress and Egress Areas.

3. Antennas and Flagpoles: No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or flagpoles shall be permitted.

4. Tents, Shacks or Accessory Buildings: No tents, shacks or accessory or temporary buildings or structures shall be constructed or otherwise placed within Pineapple Walk I except in connection with the construction, development or sales activities permitted under this Declaration or with the prior written consent of the Developer.

5. Animals and Pets: Only common household pets may be kept in a Residence but in no event for the purpose of breeding or for any commercial purposes whatsoever. No

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~~other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of Pineapple Walk I. All Owners keeping pets in a Residence must obtain from the Secretary of the Association and fill out a "Pet Permission Slip." Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Association Board.~~

6. Barbecues: Owners shall be permitted to locate and utilize barbecues only upon the respective courtyard of their respective Residences and upon such portions, if any, of the Landscape and Open Area as are, from time to time, designated by the Association Board provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Association Board.

7. Courtyard: No Owner may create any situation which the Association deems to be unsightly in the courtyard in front of the Residence if same can be seen from the Parking or Ingress and Egress Areas.

8. Signs: No signs shall be erected or displayed on the Land or on any structure, unless the placement and character, form, size, and time of placement of such sign be first approved in writing by Developer. No free standing signs shall be permitted unless approved in writing by Developer. Said signs must also conform with local regulatory ordinances.

9. Maintenance of Premises: No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any portion of Pineapple Walk I, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that the Association shall fail or refuse to keep Pineapple Walk I free of weeds, underbrush or other unsightly growths or objects, then Developer may enter upon Pineapple Walk I and remove the same at the expense of the Owner or the Association and such entry shall not be deemed a trespass. Pineapple Walk I and any landscaping, buildings, improvements and appurtenances thereon shall be kept in a good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon the failure to maintain Pineapple Walk I and any landscaping, buildings, structures, improvements and appurtenances thereon to the satisfaction of Developer, and upon the Association's failure to make such corrections within thirty (30) days of written notice by Developer, Developer may enter upon Pineapple Walk I and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the Association as a specially assessed Operating Expense. Developer may require the Association to deposit with Developer the estimated cost thereof as determined by the Developer. If any Owner or the Association fails to make payment within fifteen (15) days after requested to do so by Developer, then the payment requested shall be a lien in accordance with the provisions of the Declaration.

10. Mining or Drilling: There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken within any portion of Pineapple Walk I. Activities of Developer or the Association in dredging any lakes or creating, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor will the installation of wells or pumps, in compliance with applicable governmental requirements, or for sprinkler systems for any portions of Pineapple Walk I be deemed a Mining Activity.

84294 P0305

Dorothy Westby

7301 West Palmetto Park Road
Suite B210
Boca Raton, FL 33433

B.F. Hattaway

7301 West Palmetto Park Road
Suite B210
Boca Raton, FL 33433

ARTICLE VIII

OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the several Vice Presidents, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Association Board.

The Association Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Association Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Association Board, but no other officer need be an Association Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Association Board are as follows:

President	-	Fred Frankel
Vice President	-	Dorothy Westby
Secretary/Treasurer	-	B.F. Hattaway

ARTICLE X

BOARD OF DIRECTORS

A. The number of Association Directors on the first Association Board ("First Association Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Association Directors elected by the Members subsequent to the "Developer's Resignation Event" (as hereinafter defined) may be expanded to five (5).

B. The names and addresses of the persons who are to serve as Association Directors on the First Association Board are as follows:

NAMES

ADDRESSES

Fred Frankel

7301 West Palmetto Park Road
Suite B210
Boca Raton, FL 33433

B#294 P0339

Pineapple Walk I Homeowners Association, Inc.

Rules & Regulations

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PREFACE

The following Rules and Regulations have been established in accordance with Pineapple Walk I Documents in order to maintain high standards, pleasant living conditions and for the common welfare and best interest of all Pineapple Walk I homeowners and their guests.

It is regrettable that community living makes so many rules necessary, and it is hoped that these rules will be voluntarily complied with. If not, the Association has the legal right to enforce them.

The Association Board may at any meeting of the Board adopt Rules and Regulations or amend, modify or rescind any existing Rules and Regulations so long as these Rules and Regulations are not inconsistent with the terms or provisions of the Pineapple Walk I Documents.

Members are welcome to make constructive suggestions, in writing, to the Association Board for the improvement and efficient operation of Pineapple Walk I.

Pineapple Walk I Homeowners Association, Inc. Rules & Regulations

1. BUILDING AND IMPROVEMENTS

No building, additions, improvements, alterations, pools, fences, walls, patios, terraces, screened enclosures or barbecue pits may be erected or altered until the plans and specifications are approved in writing by the Developer and Association.

2. TENTS, SHACKS OR ACCESORY BUILDINGS

No Tents, shacks or accessory or temporary buildings or structures shall be constructed or otherwise placed within Pineapple Walk I except in connection with the construction, development or sales activities permitted under the Declaration or with the prior written consent of the Developer.

3. ANTENNAS AND FLAGPOLES

No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or flagpoles are permitted.

4. ANIMALS AND PETS

- Only common household pets may be kept in a residence, but not for breeding or commercial purposes.
- All owners keeping pets in a residence must obtain from the Association and fill out a "Pet Permission Slip".
- All owners keeping pets in a residence are responsible for the immediate clean up after walking pets.
- All pets must be leashed at all times.

5. **PARKING**
 - Assignment of parking spaces will be by Block Building only.
 - Visitors are allowed to park in "Visitor" parking spaces only.
 - No parking is permitted on the ingress and egress areas.

6. **BARBECUES**

Owners may use barbecues in their respective courtyards only.

7. **COURTYARDS**

No owner may create any situation in which the Association deems to be unsightly in the courtyard in front of the residence if same can be seen from the parking lot or ingress and egress areas.

8. **SIGNS**

No signs may be erected or displayed on the land or on any structure unless first approved in writing by the Developer and Association.

9. **MINING AND DRILLING**

No mining, quarrying or drilling for minerals, oil, gas or otherwise is permitted within any portion of Pineapple Walk I.

10. **NUISANCES**

No owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or illegal activities shall be permitted.

No owner shall play upon or permit to be played upon, any musical instrument, or operate or permit to be operated a stereo, radio, television set or other loud speaker in a residence between the hours of 11 p.m. and the following 8 a.m. if the same shall disturb or annoy other residents.

11. **REMOVAL OF SOD AND SHRUBBERY ALTERATION OF DRAINAGE**

No sod, topsoil, muck, trees or shrubbery may be removed from Pineapple Walk I and no change in the condition of the soil or the level of the land of any portion of Pineapple Walk I may be made which results in permanent change in the flow or drainage of surface water of Pineapple Walk I without the prior written consent of Developer and Association.

12. **BOATS, MOTOR VEHICLES, TRAILERS, ETC.**

No boats, boat trailers, motor homes, trucks, commercial vehicles, vans, motorcycles, motor scooters, mopeds or go carts, or other motor vehicles or trailers, whether of recreational nature or otherwise, other than 4-wheel passenger non-commercial vans may be placed, parked or stored within Pineapple Walk I except for loading and unloading or during deliveries or repairs to a residence, but in no event overnight without the prior written consent of the Developer and Association.

13. **MAINTENANACE OR REPIAR TO MOTOR VEHICLES**

No motor vehicle may be repaired or in any way serviced except for washing and cleaning on Pineapple Walk I property.

14. TRASH REMOVAL

All trash and garbage must be disposed of in the metal dumpsters provided for this purpose. Please use plastic bags tied to avoid spillage, odor and pests. Be sure to put the lid to the dumpster down and close the gate.

15. SUBDIVISION

No portion of Pineapple Walk I shall be divided, subdivided or sold except as a whole without the written approval of the Developer.

16. PINEAPPLE WALK II

The common areas of Pineapple Walk II are not available for use by Pineapple Walk I owners or guests.

17. MAINTENANCE OF PROPERTY

Each owner shall maintain in good condition and repair at his own expense:

- All portions of his residence
- Courtyard and fence serving the residence, provided that no owner may change the color of the fence or the finish or the type of paint used by Developer without the Association's prior written approval.
- All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances, which service only his residence.
- All glass and screens in windows and doors in his residence.

All such maintenance and repair must be consistent and in uniformity with the Block Property.

Each owner must perform promptly all such maintenance and repairs and is liable for any damages that arise due to his failure to do so.

Each owner must promptly report to the Association any defect known to such owner, which requires repair of the Block for which the Association or a party other than that owner is responsible.

18. COMPLAINTS

Any complaints regarding the actions of the owners, lessees or the management of Pineapple Walk I must be in writing.

19. HURRICANE SEASON

No hurricane or storm shutters shall be installed without prior written consent of the Association.

Any owner who plans to be absent from his residence during hurricane season is responsible for removing all furniture, potted plants and other movable objects from his respective courtyard and entrance.

20. LEASING POLICY

Any owner wishing to lease his unit must obtain from the Association and fill out an "Association Rental Approval Application". The Association Documents contain the following restrictions on leasing:

1. No unit shall be rented for transient or hotel purposes. Any lease must be of at least one month's duration. A lessee with ~~one-month~~ lease or longer may not sublet or allow a third party to occupy the unit for less than one month. No unit may be rented more than three times in one year.
2. No 2-bedroom unit shall be leased to or occupied by more than 4 people.
3. No 3-bedroom unit shall be leased to or occupied by more than 6 people.
4. All tenants or occupants are subject to Association regulations, and the owner(s) shall be held responsible for any and all infractions. The lease must contain a clause that indicates the tenant has received a copy of the Association Rules and Regulations.
5. Tenants or occupants of a leased unit are entitled to use the recreation facilities only if the unit owner relinquishes his/her right to use recreation facilities for the length of the lease.
6. The unit owner(s) must provide management with a copy of the lease. Full name(s) of lessee(s) and occupant(s), and the permanent address and emergency telephone number of the owner.
7. Unit owner is always responsible for Association assessments, insurance deductibles or any other charge the Board of Directors may direct to the unit.
8. The tenants and occupants of a unit are the guests of the unit owners. They are encouraged to assist the Association on committees but are not allowed to sit on the Board of Directors.

21. GUESTS

It is the responsibility of the owner to notify all guests of the Rules and Regulations of Pineapple Walk I, and the owner is responsible for all violations of these Rules and Regulations.

22. POOL RULES

- Pool rules posted at the swimming pool must be observed at all times.
- No radio may be played so loud as to annoy or disturb other persons.
- No dogs are allowed in the pool area.

23. RADIO EQUIPMENT

No ham radios or radio transmission equipment may be operated or permitted to be operated without the prior written consent of Developer and Association.

Pineapple Walk I Homeowners Association, Inc.

Addendum as of March 28, 2011 **Rules and Regulations**

5. Parking

Violators will be towed at owners expense Westway Towing – 866-954-8698.

20. Leasing/Purchase Policy

Any owner wishing to lease his unit must obtain from the Association and fill out an "Association Rental/Purchase Application". The Association Documents contain the following restrictions on leasing:

1. No unit shall be rented for transient or hotel purposes. Any lease must be of at LEAST FOUR MONTH'S DURATION. No unit may be leased more than one (1) time in a calendar year. Maximum term for lease is one year.

No change in #2, 3, 4, 5 and 6.

7. If the proposed transaction is a lease, it is further agreed that, in the event Lessor becomes more than thirty (30) days delinquent in payment of any assessment, the Association shall then become authorized to receive rental payments owed to Lessor directly from the Lessee until such time as Lessor becomes current with the Association. This item is consistent with Florida Statutes.

8. All applications must be completely filled out with a \$125.00 check or money order made payable to Transcontinental Property Management, and deliver or mail to 1323 Lyons Road, Coconut Creek, FL 33063.

9. A tenant or new buyer is not permitted to move into the community until approved by the Board of Directors; certificate will be issued by the management company evidencing approval by the Board. At that time, tenant/buyer can proceed to move into unit. Pineapple Walk I reserves the right to evict any tenant who does not qualify and/or follow the proper procedures of the community and has already moved into the unit.

10. Rentals must be renewed on an annual basis with a renewal application which is much shorter than the initial application. There is no fee for renewals of leases if owner and tenant are in good standing, but a tenant information sheet must be completed and returned to the management company.

12. Pineapple Walk reserves the right to exercise its eviction rights should it be determined that persons are using a unit as their primary residence (not a short term guest as defined in the "overnight guests' section) and are not listed on the rental application and have not been subject to the background check.

Pineapple Walk I Homeowners Association, Inc.

Addendum as of December 11, 2013

Rules and Regulations

At a duly held meeting dated December 11, 2013, pursuant to proper notice, the Board of Directors voted for and approved a new Rule to be added;

- 13. Any owner must own their unit for at least one (1) year prior to renting it out to a tenant.**

Pineapple Walk I Homeowners Association, Inc.

EMERGENCY PHONE NUMERS

Emergency, Police, Fire/Rescue	911
Paramedic	911
Florida Power & Lights	561-997-8700
Palm Beach County Sheriff	561-278-3131

HOSPITALS

Boca Raton Community Hospital	561-395-7100
Bethesda Memorial Hospital	561-278-2401
North Broward General Hospital	561-941-8300
Imperial Point Hospital	561-772-9000
Holy Cross Hospital	561-771-8000

MANAGEMENT COMPANY INFORMATION

Transcontinental Property Management, Inc	Tel: 954-979-9854
	Tel: 954-979-3620
	Fax: 954-979-6975

4. ANIMALS AND PETS

Only common household pets may be kept in a residence, but not for breeding or commercial purposes.

All owners keeping pets in a residence must obtain from the Association and fill out a "Pet Permission Slip".

All owners keeping pets in a residence are responsible for the immediate clean up after walking pets.

All pets must be leashed at all times.

5. PARKING

Assignment of parking spaces will be by Block Building only.

Visitors are allowed to park in "Visitor" parking spaces only.

No parking is permitted on the ingress and egress areas.

6. BARBECUES

Owners may use barbecues in their respective courtyards only.

7. COURTYARDS

No owner may create any situation in which the Association deems to be unsightly in the courtyard in front of the residence if same can be seen from the parking lot or ingress and egress areas.

8. SIGNS

No signs may be erected or displayed on the land or on any structure unless first approved in writing by the Developer and Association.

9. MINING AND DRILLING

No mining, quarrying or drilling for minerals, oil, gas or otherwise is permitted within any portion of Pineapple Walk I.

10. NUISANCES

No owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or illegal activities shall be permitted.

No owner shall play upon or permit to be played upon, any musical instrument, or operate or permit to be operated a stereo, radio, television set or other loud speaker in a residence between the hours of 11 p.m. and the following 8 a.m. if the same shall disturb or annoy other residents.