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DECLARATION OF CONDOMINIUM
OF
SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM

10705261:8

Table of Contents

	<u>Page</u>
1. SUBMISSION STATEMENT	1
2. NAME	1
3. PHASE CONDOMINIUM - LAND	1
4. DEFINITIONS	1
5. DESCRIPTION OF IMPROVEMENTS - INITIAL PHASE	6
5.1. Description of Improvements-Initial Phase	6
5.2. Initial Phase Survey.....	7
5.3. Limited Common Elements	7
5.4. Garages.....	8
6. DESCRIPTION OF IMPROVEMENTS IN SUBSEQUENT PHASES.....	8
6.1. Subsequent Phases.....	8
6.2. Limited Common Elements.....	9
6.3. Garages.....	10
6.4. Subsequent Phases Containing Five (5) Homes	11
6.5. Subsequent Phases Containing Six (6) Homes	11
6.6. Subsequent Phases Containing Eight (8) Homes.....	11
6.7. Changes in Subsequent Phases.....	12
6.8. Addition of Subsequent Phases - No Prescribed Order	12
7. PHASE DEVELOPMENT	12
7.1. Impact of Subsequent Phases on Initial Phase	12
7.2. Withdrawal Notice	13
8. UNDIVIDED SHARES IN COMMON ELEMENTS	14
8.1. Appurtenance	14
8.2. Share of Neighborhood Common Expenses and Common Surplus	14
9. VOTING INTERESTS.....	14
9.1. Voting Interest.....	14
9.2. Voting By Corporation or Multiple Home Owners	14
9.3. Ownership by Husband and Wife	15
9.4. Voting by Proxy	15
9.5. Elections.....	15
9.6. Eligibility of Directors	16
10. PLAN FOR DEVELOPMENT	16

10705261:8

i

11. ASSOCIATION	16
11.1. Purpose of Association	16
11.2. Conveyance to Association	17
11.3. Conveyance by Association	17
11.4. Relationship to the Master Association	17
12. EASEMENTS.....	18
12.1. Perpetual Nonexclusive Easement to Public Ways and the Condominium Property ...	18
12.2. Easements and Cross-Easements on Common Elements	18
12.3. Cross Easements for Drainage.....	19
12.4. Easement for Encroachments.....	19
12.5. Reservation for Periodic Inspections	19
12.6. Easements for Maintenance, Emergency, and Enforcement.....	20
12.7. Easement to Developer.....	20
13. LIABILITY INSURANCE PROVISIONS.....	20
13.1. Public Liability Insurance	20
13.2. Fidelity Insurance.....	21
13.3. Cancellation Provision.....	22
14. PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS	22
14.1. Hazard Insurance.....	22
14.2. Flood Insurance.....	22
14.3. Form of Policy and Insurance Trustee	22
14.4. Required Policy Provisions.....	23
14.5. Restrictions of Mortgagees	23
14.6. Distribution of Insurance Proceeds and Losses	23
15. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS	26
15.1. Proceedings	26
15.2. Deposit of Awards With Insurance Trustee.....	26
15.3. Disbursement of Funds	27
15.4. Home Reduced But Tenantable	27
15.5. Affected Home Made Untenantable	27
15.6. Taking of Common Elements	28
15.7. Amendment of Declaration.....	29
16. PROVISION FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE.....	29
16.1. New Total Tax	29
16.2. Personal Property Taxes.....	30
17. OCCUPANCY AND USE RESTRICTIONS.....	30
17.1. Single-Family Use.....	30

17.2.	Leasing of Homes	30
17.3.	Approval by Master Declarant and/or Architectural Review Committee ("ARC") of Improvements.....	31
17.4.	Nuisance.....	31
17.5.	Signs.....	31
17.6.	Animals.....	32
17.7.	Clotheslines.....	33
17.8.	Window Décor.....	33
17.9.	Removal of Sod and Shrubbery; Alteration of Drainage, etc.	33
17.10.	Antenna, Aerial and Satellite Dish.....	33
17.11.	Litter.....	34
17.12.	Radio Transmission	34
17.13.	Vehicles.....	34
17.14.	Parking.....	34
17.15.	Garages.....	35
17.16.	Flooring.....	35
17.17.	Garage Sales.....	35
17.18.	Motorized Vehicles.....	35
17.19.	Projections.....	36
17.20.	Condition of Homes.....	36
17.21.	Hurricane Season.....	36
17.22.	Structural Modifications.....	36
17.23.	Tree Removal.....	37
17.24.	Nearby Construction/Natural Disturbances	37
17.25.	Basketball Backboards.....	37
17.26.	Board's Rule-Making Power.....	37
17.27.	Limitations	38
17.28.	Additional Restrictions	38
18.	MAINTENANCE AND REPAIR PROVISIONS.....	38
18.1.	By Home Owners.....	38
18.2.	By the Association	41
18.3.	Association's Inspection Obligations and Developer's Right to Inspect.....	43
18.4.	Alterations and Improvements.....	45
18.5.	Conformity with Master Declaration	45
18.6.	Community-Wide Standard of Maintenance	45
18.7.	New Home Limited Warranty.....	46
18.8.	Building Common Elements Claims and Disputes Under New Home Limited Warranty	46
19.	NEIGHBORHOOD ASSESSMENTS FOR NEIGHBORHOOD COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS.....	46
19.1.	Affirmative Covenant to Pay Neighborhood Common Expenses	46
19.2.	Lien	46
19.3.	Enforcement.....	47

20. METHOD OF DETERMINING, ASSESSING AND COLLECTING NEIGHBORHOOD ASSESSMENTS.....	48
20.1. Determining Annual Assessment.....	48
20.2. Developer's Right to Subsidize Assessments.....	48
20.3. Special Assessments.....	49
20.4. Master Association Assessments.....	49
21. NEIGHBORHOOD COMMON EXPENSES.....	49
21.1. Taxes.....	49
21.2. Utility Charges.....	49
21.3. Insurance.....	50
21.4. Destruction of Buildings or Improvements.....	50
21.5. Maintenance, Repair and Replacements.....	50
21.6. Administrative and Operational Expenses.....	51
21.7. Shared Facilities Expenses.....	51
21.8. Indemnification.....	51
21.9. Compliance with Laws.....	51
21.10. Failure or Refusal of Home Owners to Pay Annual Assessments.....	52
21.11. Extraordinary Items.....	52
21.12. Matters of Special Assessments Generally.....	52
21.13. Costs of Reserves.....	52
21.14. Miscellaneous Expenses.....	52
21.15. Property to be Owned or Maintained by the Association.....	52
22. PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION.....	53
22.1. Subdivision.....	53
22.2. Incorporation of Section 718.107.....	53
23. PROVISIONS RELATING TO SEVERABILITY.....	53
24. PROVISIONS RELATING TO INTERPRETATION.....	53
24.1. Titles.....	53
24.2. Gender.....	53
24.3. Member.....	54
24.4. Rule Against Perpetuities.....	54
25. PROVISIONS CONTAINING REMEDIES FOR VIOLATION.....	54
26. PROVISIONS FOR ALTERATIONS OF HOMES BY DEVELOPER.....	54
26.1. Developer's Reserved Right.....	54
26.2. Alterations Amendment.....	55
27. PROVISIONS FOR AMENDMENTS TO DECLARATION.....	55
27.1. General Procedure.....	55
27.2. Material Alteration.....	55
27.3. Defect, Error or Omission.....	56

27.4.	Rights of Developer, the Association, and Institutional Mortgagees.....	56
27.5.	Scrivener's Error	56
27.6.	Amendments Required by Secondary Mortgage Market Institutions	56
27.7.	Veterans Administration Approval	57
27.8.	Amendment Regarding Tenants.....	57
27.9.	Neighborhood Documents and Master Documents	57
27.10.	Form of Amendment.....	57
28. PROVISIONS SETTING FORTH THE RIGHTS OF DEVELOPER TO SELL HOMES OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN ARTICLE 17 57		
28.1.	Developer's Right to Convey.....	58
28.2.	Developer's Right to Transact Business	58
28.3.	Assignment	58
29. GENERAL PROVISIONS..... 58		
29.1.	Withdrawal Notice and Other Homes.....	58
29.2.	Multicondominium	60
29.3.	Severability	61
29.4.	Rights of Mortgagees	61
29.5.	Developer Approval of Association Actions	62
29.6.	Notices	62
29.7.	No Time-Share Estates	62
29.8.	Assignment of Developer's Rights	63
29.9.	Working Fund Contribution.....	63
29.10.	Partition of Common Elements.....	63
29.11.	Documents	63
29.12.	Security	63
29.13.	Rights To Use Names; License Agreements.....	64
29.14.	Waiver of Jury Trial	65
30. PROVISIONS RELATING TO TERMINATION..... 65		
30.1	Agreement.....	65
30.2.	Very Substantial Damage.....	66
30.3.	Certificate of Termination; Termination Trustee.....	66
30.4.	Wind-up of Association Affairs.....	66
30.5	Notice to Division.....	66

**EXHIBITS TO DECLARATION OF CONDOMINIUM OF SANDPIPER COVE II AT
BOTANICA, A CONDOMINIUM**

Legal Description of the Land.....	Exhibit A
Legal Description and Surveys, Plot Plans and Graphic Descriptions of Improvements for Phases 1, 2, 3, 4 and 9	Exhibit B
Articles of Incorporation.....	Exhibit C
Bylaws.....	Exhibit D
Site Plan	Exhibit E

10705261:8

DECLARATION OF CONDOMINIUM

OF

SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM

CENTEX HOMES, a Nevada general partnership (“Developer”), as owner in fee simple of the “Land” (as hereinafter defined), whose principal office is located at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, hereby makes this Declaration of Condominium of Sandpiper Cove II at Botanica, a Condominium (“Declaration”) to be recorded amongst the Public Records of Palm Beach County, Florida (“County”), where the Land is located, and states and declares:

1. SUBMISSION STATEMENT

Developer is the owner of record of the “Condominium Property” (as hereinafter defined) and does hereby submit “Phase 3” (referred to as the “Initial Phase”) to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County (“Act”).

2. NAME

The name by which the condominium created hereby (“Condominium”) and the Condominium Property are to be identified is:

SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM

3. PHASE CONDOMINIUM - LAND

The land which will have become part of the Condominium Property when, as and if all of the “Phases” (as hereinafter defined) are added to the Condominium Property is described in Exhibit A (“Land”) attached hereto and made a part hereof. The legal description of the portion of the Land (“Initial Phase Land”) constituting “Phase 3” of the Condominium Property is set forth on Exhibit B-3 attached hereto and made a part hereof. The legal descriptions of the portions of the Land constituting each “Subsequent Phase” (Phases 1, 2, 4 and 9) (as hereinafter defined) of the Condominium Property are set forth on Exhibits B-1, B-2, B-4 and B-9, attached hereto and made a part hereof.

4. DEFINITIONS

The terms contained in this Declaration shall have the meanings given in the Act and, for clarification, the following terms have the following meanings:

4.1. “Act” means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

10705261:8

4.2. "Articles" means the Articles of Incorporation of the Association, attached as Exhibit C and incorporated herein by reference.

4.3. "Association" means Sandpiper Cove II at Botanica Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium or any other Condominiums which may be created in Sandpiper Cove II at Botanica.

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

4.5. "Botanica/Sea Plum" (hereinafter referred to as "Botanica") means the name given to the planned community being developed by Master Declarant in the County in accordance with the Master Declaration.

4.6. "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit D and incorporated herein by reference.

4.7. "Common Elements" or "Building Common Elements" means:

4.7.1 The Condominium Property, other than the Homes;

4.7.2 Easements through the Homes, as applicable, for conduit ducts, plumbing, wiring and other facilities for furnishing of utility services to Homes and the Common Elements;

4.7.3 An easement of support in every portion of a Home which contributes to the support of a "Building" (as hereinafter defined) submitted to condominium ownership;

4.7.4 Property and installations required for the furnishing of utility services and other services for more than one Home, the Common Elements, or a Home other than the Home containing the installation;

4.7.5 Such portion or portions of the Land, when, as and if same are submitted to condominium ownership; and

4.7.6 Those elements and property that (1) are part of the building or structure in which Homes are located, and (2) either owned in common by all of the Home Owners in the building or owned, insured or maintained by the Association.

4.8. "Common Surplus" means the excess of receipts of the Association collected on behalf of Sandpiper Cove II at Botanica Condominium(s) (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Neighborhood Common Expenses.

4.9. "Condominium" means that portion of the Land in Sandpiper Cove II at Botanica described in Exhibit A attached hereto and the improvements thereon being submitted to

condominium ownership pursuant to this Declaration as the same may be amended from time to time.

4.10. "Condominium Property" means the real property submitted to condominium ownership as part of the Condominium and all improvements thereon, including, but not limited to, the Homes and the Common Elements. The easements described and set forth in this Declaration are intended to comply with Section 718.104(4)(m) of the Act. Notwithstanding anything contained herein to the contrary, however, the term "Condominium Property" shall not include any telecommunications lines and equipment owned by a utility and/or telecommunication firm(s) and/or other legal entity(ies) which have contracted with or have imposed other legal requirements upon Developer, Master Declarant, the Master Association and/or the Association to provide a utility or telecommunications service and/or equipment nor shall Condominium Property include telecommunications equipment, if any, owned by Developer, the title to which is hereby specifically reserved unto Developer and its respective successors and/or assigns. No portion of the land within any Subsequent Phase shall be included in the term "Condominium Property" until and unless such Subsequent Phase is submitted to condominium ownership by amendment to this Declaration.

4.11. "Consumer Product(s)" means all appliances, pieces of equipment, or other items that are a consumer product for the purposes of the Magnuson-Moss Warranty Act (15 U.S.C. Section 2301, et seq.).

4.12. "County" means Palm Beach County, Florida.

4.13. "Declaration" means this document and any and all amendments or supplements hereto.

4.14. "Developer" means Centex Homes, a Nevada general partnership, its grantees, corporate successors and assigns. Developer shall have the right to assign any and all of the rights and privileges reserved for Developer under this Declaration and the other Neighborhood Documents. A Home Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Developer or of the rights of Developer under the Neighborhood Documents unless such Home Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

4.15. "Home" means "Unit" as described in the Act, and is that portion of the Condominium Property within the Condominium which is subject to exclusive ownership.

4.16. "Home Owner" means "Unit Owner," as defined in the Act, and is the owner of a Home.

4.17. "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Home, including, but not limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do

10705261:8

business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America; or (ii) any and all investing or lending institutions (“Lender”) which have loaned money to Developer in order to enable Developer to acquire, or construct improvements upon, any portion of Sandpiper Cove II at Botanica and which holds a first mortgage upon such portion of Sandpiper Cove II at Botanica as security for such loan; or (iii) any pension or profit sharing funds qualified under the Internal Revenue Code; or (iv) the Veterans Administration or the Federal Housing Administration or the Department of Urban Development or other lenders generally recognized in the community as institutional lenders; or (v) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Home; or (vi) any “Secondary Mortgage Market Institution”, including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon a Home; or (vii) Master Declarant, its successors and assigns; or (viii) Developer, its successors and assigns.

4.18. “Interest” means the maximum nonusurious interest rate allowed by law on the subject debt or obligation and, if no such rate is designated by law, then eighteen percent (18%) per annum.

4.19. “Legal Fees” means: (i) all fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i) above.

4.20. “Limited Common Element” means those Common Elements which are reserved for the use of certain Homes to the exclusion of other Homes as more particularly described in Paragraphs 5.3 and 6.2 hereof.

4.21. “Listed Mortgagee” means the holder, insurer, or guarantor of a mortgage encumbering a Home of which the Association has been notified pursuant to Paragraph 29.4 herein.

4.22. “Master Association” means Botanica/Sea Plum Master Association, Inc., a Florida corporation not for profit, organized to administer the Master Declaration and having among its members all Owners in Botanica (as defined in the Master Declaration), including the Home Owners in Sandpiper Cove II at Botanica. The Home Owners are subject to assessment by the Master Association.

4.23. “Master Declarant” means New Urban Jupiter Partners, LLC, a Florida limited liability company, and all of such entity’s successors and assigns.

4.24. “Master Declaration” means the Master Declaration of Covenants, Conditions, Restrictions and Easements for Botanica/Sea Plum recorded in Official Records Book 15082, Page 1516, of the Public Records of the County, and all amendments and supplements thereto, whereby

portions of the real property at Botanica are set aside from time to time by Master Declarant in accordance with the plan for development set forth therein and whereby the "Common Expenses" (as defined therein) for the land areas designated therein as "Common Areas" are made specifically applicable to Home Owners to be collected by the Association on behalf of the Master Association. The Master Declaration authorizes Common Expenses and Assessments (all as defined therein) to be levied against the Home Owners.

4.25. "Master Documents" means the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, any rules and regulations promulgated by the Master Association and all of the instruments and documents referred to therein and executed in connection therewith, and any amendments to any of the documents thereto.

4.26. "Neighborhood Assessments" means the assessments for which all Home Owners are obligated to the Association and include:

4.26.1. "Annual Assessment", which includes, but is not limited to, each Home Owner's annual share of funds required for the payment of Neighborhood Common Expenses as determined in accordance with this Declaration; and

4.26.2. "Special Assessments" which include any Neighborhood Assessments levied by the Board in addition to the Annual Assessment and are more particularly described in Paragraph 20.3 herein.

4.27. "Neighborhood Common Expenses" means common expenses for which the Home Owners are liable to the Association as defined in the Act and as described in the Neighborhood Documents (as opposed to Assessments which are incurred by the Master Association pursuant to the Master Documents) and include:

4.27.1. The expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and

4.27.2. Any other expenses designated, not inconsistent with the Act, as Neighborhood Common Expenses from time to time by the Board.

4.28. "Neighborhood Documents" means in the aggregate this Declaration, the Articles, Bylaws, any rules and regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with this Condominium and all amendments to the foregoing.

4.29. "New Home Limited Warranty" means the express limited warranty providing coverage for Building Common Elements and Homes, as defined therein, which Developer has provided to Home Owners and to the Association.

4.30. "Other Homes" means any condominium units, other than the Homes within the Condominium, upon any portion of any Subsequent Phase with respect to which Developer has recorded amongst the Public Records a Withdrawal Notice (as defined in Section 7.2)

4.31. "Other Home Owners" means the owners of Other Homes.

4.32. "Phase" or "Phases" means that portion of the Land and improvements thereon, as contemplated by Section 718.403 of the Act, which may become part of the Condominium Property by recording this Declaration or an amendment hereto.

4.33. "Public Records" means the Public Records of the County.

4.34. "Sandpiper Cove II at Botanica" means the name given to the planned residential development which is currently being developed by Developer, and which is planned to contain thirty-two (32) Homes in five (5) phases and contained within five (5) two (2) story buildings ("Buildings"). It is anticipated that two (2) Buildings will contain five (5) Homes each and other Common Elements; one (1) Building will be contain six (6) Homes and other Common Elements; and two (2) Buildings will contain eight (8) Homes each and other Common Elements.

4.35. "Sandpiper Cove II at Botanica Condominium" means a condominium created with Sandpiper Cove II at Botanica.

4.36. "Shared Facilities Agreement" means that certain agreement entered into between Developer, Sandpiper Cove at Botanica Condominium Association, Inc., and the Association which has been or will be recorded in the Public Records of the County.

4.37. "Subsequent Phases" means those portions of the Land and improvements thereon, other than the Initial Phase, which Developer may, but shall not be obligated to, submit to the Condominium Property, in whole or in part, and shall consist of Phases 1, 2, 4 and 9, inclusive.

5. DESCRIPTION OF IMPROVEMENTS - INITIAL PHASE

5.1. Description of Improvements-Initial Phase.

The portion of the Land and improvements (collectively "Initial Phase") being submitted to condominium ownership pursuant to this Declaration are described on the "Initial Phase Survey" (as hereinafter defined). The improvements in the Initial Phase include one (1) two (2)-story residential building ("Building") which contains eight (8) Homes, each of which is designated as described in Article 5.2.2; certain landscaping areas and easements rights in certain property within the Condominium.

5.2. Initial Phase Survey.

5.2.1 Annexed hereto as Exhibit B-3 and made a part hereof is the Survey, Plot Plan and Graphic Description of Improvements for the Initial Phase which includes a survey of the land in the Initial Phase, graphic description of the improvements in which the Home and the Common Elements are located and plot plan thereof (all of which are herein collectively referred to as the "Initial Phase Survey"). The Initial Phase Survey shows and identifies thereon the Common Elements and every Home, their relative location and approximate dimensions. There is attached to the Initial Phase Survey and made a part of this Declaration a certificate of a surveyor prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

5.2.2. Description and Identification of Homes. The Homes in Phase 3 shall be identified by a five (5) digit number (the first three digits representing the unit number and the last two digits representing the Phase number) (e.g. 10103) and is so referred to herein and in the Exhibits hereto. No Home bears the same designation as any other Home in the Condominium.

5.3. Limited Common Elements.

5.3.1 Covered Patios/Covered Balconies. Each area shown as a "Covered Patio" or "Covered Balcony" on a Phase Survey shall be a Limited Common Element whose use rights are assigned to the Home to which it is adjacent, which Covered Patio/Covered Balcony shall be maintained by the Home Owner as well as any sliding doors or screens adjacent to or part of the Covered Patio/Covered Balcony. In the event a repair related to the construction of the Covered Patio/Covered Balcony is required, the Association shall be responsible for such repair. If the Home Owner of the Home installs a covering on the surface of the Covered Patio/Covered Balcony, such as, but not limited to, tile, then the covering shall remain the personal property of such Home Owner and the Association shall not be responsible for any damage to such personal property in connection with any repair to the Covered Patio/Covered Balcony. Notwithstanding anything herein to the contrary, the Association shall be responsible for any painting of the exterior walls of the Covered Patio/Covered Balcony.

5.3.2 Covered Entry. Each area shown as a "Covered Entry" on a Phase Survey shall be a Limited Common Element whose use rights are assigned to the Home to which it is adjacent, which Covered Entry shall be maintained by the Home Owner as well as any sliding doors or screens adjacent to or part of the Covered Entry. In the event a repair related to the construction of the Covered Entry is required, the Association shall be responsible for such repair. If the Home Owner of the Home installs a covering on the surface of the Covered Entry, such as, but not limited to, tile, then the covering shall remain the personal property of such Home Owner and the Association shall not be responsible for any damage to such personal property in connection with any repair to the Covered Entry. Notwithstanding anything herein to the contrary, the Association shall be responsible for any painting of the exterior walls of the Covered Entry.

5.3.3 A/C Pad. The A/C Pad in each Phase upon which is situated all air conditioning equipment located outside a Home, including the compressors located adjacent to the Building in which the Home is located and the coolant lines between such compressors and the

Home, shall be a Limited Common Element for the exclusive use of the Home served thereby. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by each Home Owner whose Home is served thereby.

5.3.4 Driveways. Each area shown as a "Driveway" on a Phase Survey shall be a Limited Common Element whose use rights are assigned to the Home to which it is adjacent, which Driveway shall be maintained by the Association.

5.3.5. Courtyards. Each area shown as a "Courtyard" on a Phase Survey shall be a Limited Common Element whose use rights are assigned to the Home to which it is adjacent, which Courtyard shall be maintained by the Home Owner as well as any sliding doors or screens adjacent to or part of the Courtyard.

5.4. Garages.

The "Garage" shown on the Phase Surveys for each Home shall be a part of the Home and is reserved for the exclusive use of the Home Owner of such Home. No portion of a garage originally intended for the parking of an automobile shall be converted to other uses such as living area, storage area, workshop, recreation room or business uses. The Home Owner shall maintain the garage door and appurtenant equipment and the interior of the garage; the exterior of the garage (including the painting of the garage door) shall be maintained by the Association.

6. DESCRIPTION OF IMPROVEMENTS IN SUBSEQUENT PHASES

6.1. Subsequent Phases.

6.1.1. Condominium Property. Developer is developing the Condominium Property as a phase condominium as provided for by Section 718.403 of the Act. In addition to the portion of the Land and improvements described on the Initial Phase Survey being submitted to condominium ownership pursuant to this Declaration, Developer contemplates that all or a portion of the Subsequent Phases may, by amendment or amendments hereto, be added to the Condominium Property as an additional Phase or additional Phases. If, as and when Subsequent Phases are added, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements thereon, and the easements and rights appurtenant thereto which are submitted to condominium ownership as parts of such Subsequent Phase or Phases, and each Subsequent Phase added to the Condominium Property will utilize the surface water management system permitted by the South Florida Water Management District.

6.1.2. Subsequent Phase Surveys. Annexed hereto as Exhibits B-1, B-2, B-4 and B-9, inclusive are the surveys, plot plans and graphic descriptions of improvements for Phases 1, 2, 4 and 9 ("Phase 1 Survey," "Phase 2 Survey," "Phase 4 Survey," etc.). Notwithstanding any indications to the contrary herein contained, Developer may make nonmaterial changes in the description(s) of any Subsequent Phase more particularly described on the Phase 1 Survey, Phase 2, Survey, Phase 4 Survey, etc. (collectively, the "Subsequent Phase Surveys").

6.1.3. Minimums and Maximums. While at the time of recordation of this Declaration Developer plans to include the number of Homes in each Subsequent Phase as set forth in the following chart, the Act requires that this Declaration also set forth the minimum and maximum number of Homes which Developer reserves the right to add in each Subsequent Phase, which information is set forth in the following chart:

<u>PHASES</u>	<u>NUMBER OF RESIDENTIAL BUILDINGS</u>	<u>NUMBER OF HOMES</u>		
		<u>Minimum</u>	<u>Planned</u>	<u>Maximum</u>
4 & 9	2	5	5	6
1	1	6	6	7
2 & 3	2	8	8	9

Developer plans that the general size for each Laguna type Home will be approximately one thousand one hundred twenty-nine (1,129) air conditioned square feet (excluding the Covered Patio/Covered Balcony, Courtyard and garage); the general size for each Newport type will be approximately one thousand two hundred sixty-four (1,264) air conditioned square feet (excluding the Covered Patio/Covered Balcony, Courtyard and garage); the general size for each Huntington type Home will be approximately one thousand three hundred twenty-eight (1,328) air conditioned square feet (excluding the Covered Patio/Covered Balcony and garage); and the general size for each Malibu type Home will be approximately one thousand four hundred eighty-five (1,485) air conditioned square feet (excluding the Covered Patio/Covered Balcony, Courtyard and garage). Square footage as used in this Paragraph was calculated from the center of the common wall to the outside of the exterior wall. However, please note that the common and exterior walls are portions of the Common Elements of the Condominium, rather than the Home itself.

6.1.4. Description and Identification of Homes. Each Home in any Subsequent Phase, if any such Subsequent Phase is submitted to the Condominium Property pursuant to a "Subsequent Phase Amendment" (as hereinafter defined), shall be identified by a five (5) digit number (the first three digits representing the unit number and the last two digits representing the Phase number, e.g. 10101) and is so referred to herein and in the Exhibits hereto. No Home bears the same designation as any other Home in the Condominium.

6.2. Limited Common Elements.

6.2.1. Covered Patios/Covered Balconies. Each area shown as a "Covered Patio" or "Covered Balcony" on a Subsequent Phase Survey shall be a Limited Common Element whose use rights are assigned to the Home to which it is adjacent, which Covered Patio/Covered Balcony shall be maintained by the Home Owner as well as any sliding doors or screens adjacent to or part of the Covered Patio/Covered Balcony. In the event a repair related to the construction of the Covered Patio/Covered Balcony is required, the Association shall be responsible for such repair. If the Home Owner of the Home installs a covering on the surface of the Covered Patio/Covered Balcony, such as, but not limited to, tile, then the covering shall remain the personal property of such Home Owner and the Association shall not be responsible for any damage to such personal property in connection

10705261:8

with any repair to the Covered Patio/Covered Balcony. Notwithstanding anything herein to the contrary, the Association shall be responsible for any painting of the exterior walls of the Covered Patio/Covered Balcony.

6.2.2. Covered Entry. Each area shown as a "Covered Entry" on a Subsequent Phase Survey shall be a Limited Common Element whose use rights are assigned to the Home to which it is adjacent, which Covered Entry shall be maintained by the Home Owner as well as any sliding doors or screens adjacent to or part of the Covered Entry. In the event a repair related to the construction of the Covered Entry is required, the Association shall be responsible for such repair. If the Home Owner of the Home installs a covering on the surface of the Covered Entry, such as, but not limited to, tile, then the covering shall remain the personal property of such Home Owner and the Association shall not be responsible for any damage to such personal property in connection with any repair to the Covered Entry. Notwithstanding anything herein to the contrary, the Association shall be responsible for any painting of the exterior walls of the Covered Entry.

6.2.3. A/C Pad. The A/C Pad in each Phase upon which is situated all air conditioning equipment located outside a Home, including the compressors located adjacent to the Building in which the Home is located and the coolant lines between such compressors and the Home, shall be a Limited Common Element for the exclusive use of the Home served thereby. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by each Home Owner whose Home is served thereby.

6.2.4. Driveways. Each area shown as a "Driveway" on a Subsequent Phase Survey shall be a Limited Common Element whose use rights are assigned to the Home to which it is adjacent, which Driveway shall be maintained by the Association.

6.2.5. Courtyards. Each area shown as a "Courtyard" on a Subsequent Phase Survey shall be a Limited Common Element whose use rights are assigned to the Home to which it is adjacent, which Courtyard shall be maintained by the Home Owner as well as any sliding doors or screens adjacent to or part of the Courtyard.

6.3. Garages.

The "Garage" shown on the Subsequent Phase Surveys for each Home shall be a part of the Home and is reserved for the exclusive use of the Home Owner of such Home. No portion of a garage originally intended for the parking of an automobile shall be converted to other uses such as living area, storage area, workshop, recreation room or business uses. The Home Owner shall maintain the garage door and appurtenant equipment and the interior of the garage; the exterior of the garage (including the painting of the garage door) shall be maintained by the Association.

6.4. Subsequent Phases Containing Five (5) Homes.

Subsequent Phases 4 and 9, if added to the Condominium Property pursuant to this Declaration by an amendment hereto, are intended to consist of the real property more particularly described in the Surveys attached hereto for such Phases and made a part hereof, the improvements of which are intended to include, as to each Phase, one (1) two (2)-story residential building ("Building") containing five (5) Homes and the Common Elements shown on the Survey. The Survey (as revised prior to the recordation of the Amendment adding such Phase) shall be attached to the Amendment adding such Phase. Developer shall provide no items of personal property for the Common Elements within these Phases. If such Phases are submitted to the Condominium Property pursuant to an Amendment, such Phases will be completed and the respective Amendments will be recorded amongst the Public Records no later than the later to occur of (i) seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e) or the recording of an instrument that transfers title to a Home which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Home, whichever occurs first, or (ii) the maximum time allowed by law.

6.5. Subsequent Phases Containing Six (6) Homes.

Subsequent Phase 1, if added to the Condominium Property pursuant to this Declaration by an amendment hereto, is intended to consist of the real property more particularly described in the Survey attached hereto for such Phase and made a part hereof, the improvements of which are intended to include one (1) two (2)-story residential building ("Building") containing six (6) Homes and the Common Elements shown on the Survey. The Survey (as revised prior to the recordation of the Amendment adding such Phase) shall be attached to the Amendment adding such Phase. Developer shall provide no items of personal property for the Common Elements within this Phase. If such Phase is submitted to the Condominium Property pursuant to an Amendment, such Phase will be completed and the respective Amendments will be recorded amongst the Public Records no later than the later to occur of (i) seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e) or the recording of an instrument that transfers title to a Home which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Home, whichever occurs first, or (ii) the maximum time allowed by law.

6.6. Subsequent Phases Containing Eight (8) Homes.

Subsequent Phase 2, if added to the Condominium Property pursuant to this Declaration by an amendment hereto, is intended to consist of the real property more particularly described in the Survey attached hereto for such Phase and made a part hereof, the improvements of which are intended to include one (1) two (2)-story residential building ("Building") containing eight (8) Homes and the Common Elements shown on the Survey. The Survey (as revised prior to the recordation of the Amendment adding such Phase) shall be attached to the Amendment adding such Phase. Developer shall provide no items of personal property for the Common Elements within this Phase. If such Phase is submitted to the Condominium Property pursuant to an Amendment, such Phase will be completed and the respective Amendments will be recorded amongst the Public Records no later than the later to occur of (i) seven (7) years after the date of the recording of the

certificate of a surveyor and mapper pursuant to Section 718.104(4)(e) or the recording of an instrument that transfers title to a Home which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Home, whichever occurs first, or (ii) the maximum time allowed by law.

6.7. Changes in Subsequent Phases.

Notwithstanding any indications to the contrary herein contained, descriptions relating to Phases or Exhibits referred to in this Article 6 or Articles 5 or 7 hereof, including, but not limited to, legal, graphic, numerical, narrative and the like, are approximations. To the fullest extent permitted by law, Developer reserves the right to change such descriptions as to a Phase by recording an amendment hereto until such time as Developer conveys a Home in such Phase to a Home Owner. Such an amendment shall not require the execution thereof by the Association, Institutional Mortgagees or any other person, persons or entity unless: (i) Developer changes the proportion by which a Home Owner, other than Developer, shares the Neighborhood Common Expenses and the Common Surplus or owns the Common Elements, in which event such Home Owner whose share of Common Elements, Neighborhood Common Expenses and Common Surplus is being so changed and the Institutional Mortgagees of record holding mortgages on the affected Home must consent in writing thereto; or (ii) such change materially and adversely affects a Home Owner as determined by Developer in the reasonable discretion of Developer, in which event such Home Owner and the Institutional Mortgagee of record holding the mortgage on the affected Home must consent thereto in writing or such amendment must be adopted in accordance with Article 27 hereof.

6.8. Addition of Subsequent Phases - No Prescribed Order.

Notwithstanding the numerical sequence of the Subsequent Phases or any inference that can be drawn therefrom or from any other provision of the Neighborhood Documents, Developer reserves the right to submit Subsequent Phases to the Condominium Property in any sequence, provided, however, that there shall be submitted as a portion of the Common Elements, if necessary, an easement providing means of ingress and egress from and to any Subsequent Phase which is submitted to the Condominium Property to and from public ways, including dedicated streets.

7. PHASE DEVELOPMENT

7.1. Impact of Subsequent Phases on Initial Phase.

7.1.1. Common Elements of Initial Phase. The Common Elements as shown on the Initial Phase Survey and included in the Initial Phase will be owned by all Home Owners in all Phases submitted to the condominium form of ownership as a portion of the Condominium Property pursuant to this Declaration and amendments hereto, if any.

7.1.2. Subsequent Phase Not Added. If any Subsequent Phase does not become part of the Condominium Property, no portion of such Subsequent Phase (including, but not limited to, the portion which would have constituted the Common Elements) shall become a part of the Condominium Property.

10705261:8

7.1.3. Common Elements of Subsequent Phases. If any Subsequent Phase is added to and does become a part of the Condominium Property, then all of the Common Elements constituting a portion of such Subsequent Phase shall become a part of the Common Elements of the Condominium Property, with such Common Elements being owned in undivided shares by all Home Owners in all Phases then and thereafter constituting a portion of the Condominium.

7.1.4. Share of Ownership Upon Submission of Only Initial Phase. If only the Initial Phase is submitted to the Condominium Property pursuant to this Declaration, there will be eight (8) Homes in the Condominium, each having as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements.

7.1.5. Share of Ownership Upon Submission of Subsequent Phases. If any Subsequent Phase, in addition to the Initial Phase, is submitted to the Condominium Property, then each Home in all Phases submitted to the Condominium Property shall have as appurtenances thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements. If all Subsequent Phases are submitted, as planned, to condominium ownership as a portion of Condominium Property pursuant to an amendment or amendments to this Declaration, the total number of Homes shall be thirty-two (32). The number of Homes planned to be included in each Subsequent Phase if, as and when added to the Condominium, is set forth in Article 6 hereof.

7.2. Withdrawal Notice.

Developer, in its absolute discretion, reserves the right to add or not to add any or all of the Subsequent Phases as part of the Condominium Property. Hence, notwithstanding anything contained in this Declaration to the contrary, no portion of any Subsequent Phase shall be affected or encumbered by this Declaration unless and until such Subsequent Phases are added to the Condominium Property by amendment to this Declaration recorded amongst the Public Records. Notwithstanding the fact that the foregoing portion of this Paragraph 7.2 is self-operative, if Developer determines not to add any or all Subsequent Phases to the Condominium Property, Developer may, in addition to any action otherwise required by the Act, record amongst the Public Records a notice ("Withdrawal Notice") to the effect that such Subsequent Phase or Subsequent Phases shall not be added to the Condominium Property. Further, should Developer record amongst the Public Records a Withdrawal Notice with respect to one (1) or more, but not all, of the Subsequent Phases, Developer shall retain the right to record additional Withdrawal Notices with respect to any or all of the Subsequent Phases, which were not submitted to the Condominium Property and are not covered by any prior Withdrawal Notice. Notwithstanding anything contained herein to the contrary, in the event Developer records amongst the Public Records one (1) or more Withdrawal Notices, then Developer shall have all rights permissible by law with respect to ownership of the Subsequent Phases covered by any and all such Withdrawal Notices, including, but not limited to, the right to develop such Subsequent Phase and/or Subsequent Phases as one (1) or more separate condominiums.

8. UNDIVIDED SHARES IN COMMON ELEMENTS

8.1. Appurtenance.

8.1.1. Ownership of the Common Elements and Membership in the Association. Each Home shall have as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements. As each Subsequent Phase is added to the Condominium, each Home's fractional interest in the Common Elements will decrease based upon the number of Homes in the Subsequent Phase being added to the denominator. Each Home's fractional interest shall be one (1) over the number of Homes then in the Condominium.

8.1.2. Right to Use Common Elements. Each Home shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of this Condominium in accordance with the Neighborhood Documents and subject to any limitations set forth in such Neighborhood Documents.

8.2. Share of Neighborhood Common Expenses and Common Surplus.

The Neighborhood Common Expenses shall be shared and the Common Surplus shall be owned in proportion to each Home Owner's share of ownership of the Common Elements.

9. VOTING INTERESTS

9.1. Voting Interest

The Home Owner or Home Owners, collectively, of the fee simple title of record for each Home shall have the right to one (1) vote per Home ("Voting Interest") in the Association as to matters on which a vote by Home Owners is taken as provided under the Neighborhood Documents and the Act, regardless of the number of Phases which have been added to the Condominium Property or the number of condominiums which have been created within Sandpiper Cove II at Botanica, as to the matters on which a vote by the Home Owners is taken as provided in the Neighborhood Documents and the Act.

9.2. Voting By Corporation or Multiple Home Owners.

The Voting Interest of the Home Owners of any Home owned by more than one (1) person, a corporation or other entity, or by one (1) person and a corporation and/or other entity, or by any combination of the aforesaid, shall be cast by the person ("Voting Member") named in a "Voting Certificate" signed by all of the Home Owners of such Home or, if appropriate, by properly designated officers, principals or partners of the respective legal entity which owns the Home and filed with the Secretary of the Association. If a Voting Certificate is not on file, the Voting Interest associated with a Home where the designation of a Voting Member is required shall not be considered in determining the requirement for a quorum or for any other purpose.

9.3. Ownership by Husband and Wife.

Notwithstanding the provisions of Paragraph 9.2 above, whenever any Home is owned solely by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

- (i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the Voting Interest for each Home owned solely 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 exercise their Voting Interest on that subject at that meeting.
- (ii) Where only one (1) spouse is present at a meeting, the spouse present may exercise the Voting Interest of the Home 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 Home shall not be considered in determining the requirement for a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed by both husband and wife.
- (iii) Where neither spouse is present, the person designated in a proxy signed by either spouse may exercise the Voting Interest of the Home, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Home shall not be considered in determining the requirement for a quorum or for any other purpose.

9.4. Voting by Proxy.

Except as specifically otherwise provided in the Act, Home Owners 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 and general proxies may also be used for voting on the matters outlined in Section 718.112(2)(b)(2) of the Act; however, no proxy, limited or general, shall be used in the election of members of the Board.

9.5. Elections.

The members of the Board shall be elected by written ballot or voting machine in accordance with the provisions of Section 718.112(2)(d)(3) of the Act.

9.6. Eligibility of Directors.

In accordance with Section 718.112(2)(d)(1) of the Act, except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members if they reside in the Home, except that if a Home is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors for each Home owned by such entity. Each such individual shall be an officer, director, stockholder, member or partner of the entity. "Reside," as used herein, shall require that the spouse, parents or children of Members who serve on the Board must reside in the Home and use the address of the Home for their voting and vehicle registrations.

10. PLAN FOR DEVELOPMENT

10.1. Developer is the developer of Sandpiper Cove II at Botanica located in Botanica. Master Declarant, and not Developer, is the developer of Botanica. The Master Declaration sets forth Master Declarant's plan for development of Botanica. Master Declarant plans to develop Botanica as a multi-phase planned community comprising residential, recreational and commercial property in accordance with the Master Declaration.

10.2. Developer, the Association and the Sandpiper Cove at Botanica Condominium Association, Inc. ("Condominium I Association") have entered or shall enter into that certain Shared Facilities Agreement recorded or to be recorded in the Public Records of Palm Beach County, Florida ("Shared Facilities Agreement"), which provides that the Home Owners and the members of the Condominium I Association will share in the use of the "Shared Facilities" and the Association and the Condominium I Association will each pay their share of the "Shared Facilities Expenses" (as such terms are defined in the Shared Facilities Agreement). The Shared Facilities contain a swimming pool, deck, cabana, clock tower, tennis court, drainage system, and certain roads, street lights, landscaping and irrigation systems, and parking areas contained within Sandpiper Cove at Botanica (the "Shared Facilities"). All Home Owners (and their guests, licenses and invitees) shall be allowed to use the Shared Facilities. The Shared Facilities are owned and maintained by Condominium I Association and the Shared Facilities Expenses allocated to the Association are part of the Common Expenses of the Condominium.

10.3. The Master Association is responsible for the maintenance of the "Common Areas" (as described in the Master Declaration).

11. ASSOCIATION

11.1. Purpose of Association.

The Association shall be the condominium association responsible for the operation of this Condominium and, subject to the other provisions hereof, certain other condominiums created within Sandpiper Cove II at Botanica. In addition to being the entity responsible for the enforcement of the Neighborhood Documents within Sandpiper Cove II at Botanica, the Association is also the entity primarily responsible for enforcing the Master Documents and the Shared Facilities Agreement

within the boundaries of Sandpiper Cove II at Botanica. The Association is a member of the Master Association as provided in the Master Documents. A copy of the Articles are attached hereto as Exhibit C and made a part hereof. A copy of the Bylaws are attached hereto as Exhibit D and made a part hereof.

11.2. Conveyance to Association.

The Association is obligated to accept any and all conveyances to it by Developer or the Master Association of a fee simple title, easements or leases to all or portions of their property.

11.3. Conveyance by Association.

The Association is empowered to delegate any of its functions or convey any of its property to any governmental unit as may be required or deemed necessary from time to time.

11.4. Relationship to the Master Association.

11.4.1. The Master Association. Sandpiper Cove II at Botanica is a component of the larger master planned community known as Botanica. All Home Owners, lessees, and occupants of Homes in Sandpiper Cove II at Botanica shall have access to and use of various services and facilities provided by the Master Association. Every Home Owner, by acceptance of a deed to a Home, acknowledges that, in addition to being subject to and bound by the Neighborhood Documents, he or she is subject to the Master Declaration and that the Home Owner is a "Member" (as defined in the Master Declaration) and each Home Owner is subject to Assessment by the Master Association in accordance with the terms of the Master Declaration. Each Home Owner covenants and agrees to pay all Assessments levied against such Home Owner's Home by the Master Association or by the Association on behalf of the Master Association.

11.4.2 Supremacy of the Master Declaration. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to Neighborhood Documents, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Master Documents. The Association and all committees thereof shall also be subject to all superior rights and powers which have been conferred upon the Master Association pursuant to the Master Documents. The Association shall take no action in derogation of the rights of the Master Association. Notwithstanding the supremacy of the Master Documents, the Condominium and the Association are governed by the Act and nothing in the Master Documents shall conflict with the powers and duties of the Association or the rights of the Home Owners as provided in the Act.

11.4.3 Cumulative Effect; Conflict. The provisions of the Neighborhood Documents shall be cumulative with the provisions of the Master Documents; however, in the event of conflict between or among the provisions of the Neighborhood Documents and the Master Documents, the latter shall be superior, except that any provisions of the Master Documents shall not conflict with the powers and duties of the Association or the rights of the Home Owners as provided in the Act.

The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are stricter than those of the Master Association.

12. EASEMENTS

12.1. Perpetual Nonexclusive Easement to Public Ways and the Condominium Property.

The walks and other rights-of-way, if any, in this Condominium as shown on the Site Plan or hereafter located within this Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same, to public ways, including dedicated streets and the Condominium Property, which easement is hereby created in favor of all the Home Owners in the Condominium now or hereafter existing for their use and for the use of their family members, guests, lessees or invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, including ingress and egress for the furnishing of services by fire protection agencies, police and other authorities of the law, United States mail carriers, representatives of public utilities, including, but not limited to, the Department of Environmental Protection, telephone, electricity, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto and other utilities or services authorized by Developer, its successors or assigns to service Condominium Property; and such other persons as Developer from time to time may designate for performing their authorized services. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and all easements over and upon same.

Each Home Owner has an unrestricted right of ingress and egress to his or her Home, which right passes with transfer of ownership of the Home.

12.2. Easements and Cross-Easements on Common Elements.

The Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the Association, and such appropriate utility, telecommunication and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by Developer or Master Declarant, as applicable, to and from all portions of Botanica for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, pest control, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the

Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. Developer hereby reserves a blanket easement over, under, upon and through the Condominium for any purpose whatsoever for so long as Developer holds any Homes for sale in the ordinary course of business. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Homes, including, but not limited to, having a sales office, using the services of any broker or advertising Homes for sale.

12.3. Cross Easements for Drainage.

Nonexclusive cross easements for drainage pursuant to the storm water management system created by Developer as maintained, improved, repaired and/or replaced by the Association in compliance with applicable governmental regulations is hereby granted to each Home Owner over any portion of the Condominium Property and to all applicable governmental authorities.

12.4. Easement for Encroachments.

12.4.1. Settlement or Movement of Improvements. All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon such areas or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements.

12.4.2. Air Space. All the Land and improvements thereon, including, but not limited to, the Condominium Property, shall be subject to perpetual easements for encroachments, for so long as such encroachment exists, in favor of each Home and the Home Owners thereof, their family members, guests, invitees and lessees for air space for any Covered Patio/Covered Balcony of any Home, and the reasonable use, maintenance and repair of same, which extends under, over or through any of the Land and improvements thereon, including, but not limited to, the Condominium Property, including, but not limited to, Common Elements. Such easements shall be appurtenances to and a covenant running with the respective Home in whose favor such easements exist.

12.4.3. Term of Encroachment Easements. The above easements for encroachments shall continue until such encroachments no longer exist.

12.5. Reservation for Periodic Inspections.

Developer shall have the right, but not the obligation, to conduct inspections of and tests on, from time to time, all or any parts of the Common Elements and improvements thereon in order to ascertain the physical condition of the Common Elements and improvements thereon and to determine whether maintenance, repair or replacement of the Common Elements or improvements thereon is indicated. If Developer conducts any such tests or inspections, which may include, without limitation, photographing and/or videotaping such property and improvements, it shall pay all costs thereof, restore the affected portion of the Condominium Property to its condition immediately prior to the inspections and tests, and shall indemnify the Association and the Home Owner(s) of any affected Home(s) from any damages resulting therefrom. If Developer desires to inspect a Limited

Common Element appurtenant to only one (1) Home, Developer shall provide reasonable prior notice to the affected Home Owner, except in any situation deemed, in Developer's sole and absolute discretion, to be an emergency. If Developer determines, in its sole and absolute discretion, that the Association has failed to maintain any portion of the Common Elements in a manner consistent with the provisions of this Declaration, it may, but is not obligated, so notify the Association, in writing, and the Association shall promptly perform the required maintenance or repairs. Failure of the Association to maintain the Common Elements in such a manner shall relieve Developer and any predecessor Developer of any liability to the Association or to any Home Owner or occupant of a Home for any condition of the Common Elements. Developer hereby reserves the right of entry on, over, under, across and through the Condominium Property as may be reasonably necessary for the foregoing purposes.

12.6. Easements for Maintenance, Emergency, and Enforcement.

Developer grants to the Association easements over the Condominium Property as necessary for the Association to fulfill its maintenance, repair and replacement responsibilities under this Declaration. The Association shall also have an easement and the irrevocable right of access to each Home, during reasonable hours, when necessary for the maintenance, repair or replacement of the Common Elements or of any portion of a Home to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements or to any Home. Such easement and right may be exercised by the Association through its officers, directors, committee members, employees, contractors, or agents in their capacity as such and by all emergency personnel in the performance of their duties as long as in compliance with Section 718.111(5) of the Act. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Home Owner as long as in compliance with Section 718.111(5) of the Act.

Developer grants to the Association, subject to any required notice, an easement and right to enter a Home to abate a Condominium Documents violation and/or to remove any structure, thing, or condition that violates the Condominium Documents but only in compliance with Section 718.111(5) of the Act. Any costs incurred, including Legal Fees, shall be assessed against the Home Owner.

12.7. Easement to Developer.

Developer shall have and hereby expressly reserves the easements necessary for Developer, its contractors and subcontractors to exercise Developer's rights set forth in Section 18.3 of this Declaration to inspect, repair and/or replace any component of the Condominium as Developer deems necessary and to perform its obligations under any warranty provided by Developer to the Association or to a Home Owner.

13. LIABILITY INSURANCE PROVISIONS

13.1. Public Liability Insurance.

The Board shall obtain liability insurance in the form generally known as Public Liability and/or Home Owners, Landlord and Tenant Policies, or alternatively, in the event Developer so elects, the Association shall be covered under Developer's insurance, in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements in Sandpiper Cove II at Botanica excluding the Homes; provided, however, that such policy or policies shall not have limits of less than One Million Dollars (\$1,000,000) covering all claims for personal injury and One Hundred Thousand Dollars (\$100,000) for property damage arising out of a single occurrence; provided, however, if the Act requires greater coverage for public liability, the Board shall obtain such greater coverage. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Home Owner as a part of the Annual Assessment. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within Sandpiper Cove II at Botanica, legal liability arising out of law suits related to employment contracts of the Association (if available at acceptable rates), water damage, liability for hazards related to usage and liability for property of others (if available at acceptable rates), hired automobile, non-owned automobile and off-premises employee coverage (if available at acceptable rates) and such other risks as are customarily covered with respect to developments similar to Sandpiper Cove II at Botanica in construction, location and use. All such policies shall name the Association (and Developer so long as Developer shall own any of the Condominium Property, as their respective interests may appear) as the insured(s) under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of a Home Owner because of the negligent acts of either the Association, Developer or any other Home Owner or deny the claim of either Developer or the Association because of the negligent acts of the other or the negligent acts of a Home Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Home Owners as a group to each Home Owner. Each Home Owner shall be responsible for the purchasing of casualty and liability insurance as required by Section 718.111(11) of the Act. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

13.2. Fidelity Insurance.

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), shall be maintained as required by the Act. Such coverage shall be in the form of fidelity bonds which meet the following requirements: (i) such bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association; (ii) such bonds shall be written in an amount equal to the amount of the annual operating budget at any one time plus reserve funds, but in no event less than the amount required by the Act for each such person; and (iii) 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, if such waiver is available.

13.3. Cancellation Provision.

All insurance policies or fidelity bonds purchased pursuant to this Article 13 shall provide that they may not be canceled without at least ten (10) days prior written notice to the Association and to Institutional Mortgagees.

14. PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

14.1. Hazard Insurance.

The Association shall carry insurance in accordance with the requirements of Section 718.111(11) of the Act. All Home Owners are required to carry hazard and liability insurance in accordance with Section 718.111(11) of the Act. No Home Owner shall cancel such insurance without at least thirty (30) days prior written notice to the Association.

14.2. Flood Insurance.

The Association will purchase flood insurance, only for the Buildings located within the federally designated special flood hazard zones, under the National Flood Insurance Program or any other government regulated insurance carrier authorized to conduct business in the State of Florida or a commercial underwriter, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association or such authorized commercial underwriter, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program or one hundred percent (100%) of the current replacement cost of the Buildings and other insurable property located in the flood hazard area.

14.3. Form of Policy and Insurance Trustee.

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within Sandpiper Cove II at Botanica operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Annual Assessment. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Homes within Sandpiper Cove II at Botanica, as applicable ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Association from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the Board and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Homes within Sandpiper Cove II at Botanica, as applicable, to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or

companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any Home(s), Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or Developer. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, 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 Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

14.4. Required Policy Provisions.

All such aforesaid policies shall provide that they may not be canceled without at least ten (10) days' prior written notice to the Association and Listed Mortgagees and 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. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Home Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

14.5. Restrictions of Mortgagees.

No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Home Owners and/or their respective mortgagees.

14.6. Distribution of Insurance Proceeds and Losses.

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

14.6.1. Loss to Home Alone. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Homes alone, without any loss to any other improvements within Sandpiper Cove II at Botanica, the Insurance Trustee shall

immediately pay all proceeds received because of such loss directly to the Home Owners of the Homes damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these Home Owners to use such proceeds to effect necessary repair to the Homes. The Insurance Trustee, where other than the Association, may rely upon the written statement of the Association as to whether or not there has been a loss to the Homes alone, the Common Elements or any combination thereof.

14.6.2. Loss of Fifty Thousand Dollars (\$50,000) or Less to Homes and Common Elements. In the event that a loss of Fifty Thousand Dollars (\$50,000) (such amount is based on the value of the dollar in 2013 and shall be increased each year thereafter based upon increases in the Consumer Price Index) or less occurs to improvements within one (1) or more Homes and to improvements within Common Elements contiguous thereto, or to improvements within the Common Elements, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will cause the necessary repairs to be made to the improvements within the Common Elements and within the damaged Homes. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Homes, the proceeds shall be applied first to completely repair the improvements within the Common Elements and the balance of the funds ("Balance") shall be apportioned by the Association to repair the damage to the improvements within Homes, which apportionment shall be made to each Home in accordance with the proportion of damage sustained to improvements within said Homes as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Home and the cost of repair shall be paid by a Special Assessment.

14.6.3. Loss in Excess of Fifty Thousand Dollars (\$50,000) to Homes and Common Elements. In the event the Insurance Trustee receives proceeds in excess of the sum of Fifty Thousand Dollars (\$50,000) (such amount is based on the value of the dollar in 2013 and shall be increased each year thereafter based upon increases in the Consumer Price Index) as a result of damages to the improvements within the Common Elements and/or Homes and Common Elements that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in subparagraph 14.6.3 (c) below, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the Association, by any Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the

circumstances, said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Homes contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Home Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the Homes setting forth the date or dates of payment of the same, and any and all funds received from the Home Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 14.6.3 (b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of Twenty-Five Thousand Dollars (\$25,000) (such amount is based on the value of the dollar in 2013 and shall be increased each year thereafter based upon increases in the Consumer Price Index), and three-fourths (3/4) of the Home Owners advise the 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 the shares described in Article 7 hereof and shall promptly pay each share of such proceeds to the Home Owners and mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making any such Insurance Proceeds Distribution to the Home Owners and mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Home Owners and their respective mortgagees. Any Insurance Proceeds Distribution shall also require the approval of the Lead Mortgagee.

14.6.4. Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property 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 the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Home Owners in proportion to their contributions by way of Special Assessment.

14.6.5. Institutional Mortgagees. In the event the Insurance Trustee has on hand, within one hundred twenty (120) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully 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 mortgagee may be enforced by a mortgagee.

14.6.6. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for Sandpiper Cove II at Botanica, as: (i) originally constructed; (ii) reconstructed; or (iii) new plans and specifications approved by Master Declarant in accordance with the Master Declaration; provided, however, any material or substantial change in new plans and specifications approved by Master Declarant from the plans and specifications of Sandpiper Cove II at Botanica as previously constructed shall require approval by the Lead Mortgagee.

14.6.7. Determination of Damage. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Homes alone, Common Elements alone or to improvements within any combination thereof.

14.6.8. Insurance Amounts. Notwithstanding anything in this Article 14 to the contrary, the amounts set forth for the purchase of insurance in this Article 14 are the minimum amounts to be purchased. Therefore, Home Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required. Section 718.111(11) of the Act sets forth the insurance coverage required to be carried by the Association and the Home Owners, and such Section should be read to ensure the required coverage is obtained.

14.6.9. Miscellaneous Policy Requirements. Policies insuring the property within Sandpiper Cove II at Botanica purchased pursuant to the requirements of this Article 14 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Home Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Home Owners who are not under the control of the Association; and the policy will be primary, even if a Home Owner has other insurance that covers the same loss.

14.6.10. Master Form of Insurance. Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Article 14, provided that the coverages required hereunder are fulfilled.

15. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

15.1. Proceedings.

The Association shall represent the Home Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any parts thereof by the condemning authority.

15.2. Deposit of Awards With Insurance Trustee.

The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on

account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Home Owners, the Home Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a special charge shall be made against a defaulting Home Owner in the amount of his or her award, or the amount of that award shall be set off against the sums hereafter made payable to that Home Owner.

15.3. Disbursement of Funds.

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in this Declaration and distributed to the Home Owners and mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of the condemned Homes will be made whole and the Condominium Property damaged by the taking will be made usable in the manner provided below.

15.4. Home Reduced But Tenatable.

If the taking reduces the size of a Home ("Affected Home") and the remaining portion of the Affected Home can be made tenatable, the award for the taking of a portion of the Affected Home shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

15.4.1. Affected Home Made Tenatable. The Affected Home shall be made tenatable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be collected as a special charge.

15.4.2. Excess Distributed to Home Owner and Institutional Mortgagee. The balance of the award, if any, shall be distributed to the Home Owner of the Affected Home and to each Institutional Mortgagee of the Affected Home, the remittance being made payable to the Home Owner and Institutional Mortgagees as their interests may appear.

15.5. Affected Home Made Untenatable.

If the taking is of the entire Affected Home or so reduces the size of an Affected Home that it cannot be made tenatable, the award for the taking of the Affected Home shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

15.5.1. Payment to Home Owner and Institutional Mortgagee. The market value of the Affected Home immediately prior to the taking shall be paid to the Home Owner thereof and to each Institutional Mortgagee thereof as their interests may appear.

15.5.2. Remaining Portion of Affected Home. The remaining portion of the Affected Home, if any, shall be released by the Institutional Mortgagee and conveyed by the Home Owner to

the Association. Such remaining portion of the Affected Home shall become a part of the Common Elements and shall be placed in a condition approved by the Board and the Neighborhood Documents shall be amended to reflect the addition of such Common Elements; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subparagraph 15.4.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

15.5.3. Adjustment in Shares of Common Elements. The shares in the Common Elements appurtenant to the Homes that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements from the Affected Homes among the reduced number of Homes. The shares of the continuing Homes in the ownership of the Common Elements shall be restated with the fraction of ownership in the Common Elements of the Affected Home being allocated to all the continuing Homes in proportion to their relative share of ownership in the Common Elements.

15.5.4. Insufficient Award. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Home to the Home Owner and to condition the remaining portion of the Affected Home for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessments against all of the Home Owners who will continue as Home Owners after the changes in the Condominium effected by the taking. The Neighborhood Assessments shall be made in proportion to the shares of those Home Owners in the Common Elements after the changes effected by the taking.

15.5.5. Determination of Market Value of Affected Home. If the market value of an Affected Home prior to the taking cannot be determined by agreement between the Home Owner, the Institutional Mortgagees of the Affected Home and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Home; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Homes in proportion to the shares of the Homes in the Common Elements as they exist prior to the changes effected by the taking.

15.6. Taking of Common Elements.

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Home Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to Institutional Mortgagees as their interests may appear.

15.7. Amendment of Declaration.

The changes in Homes, in the Common Elements and in the ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment to this Declaration that need be approved only by a majority of the Board unless written approvals from Developer and/or Listed Mortgagees are also required pursuant to this Declaration. Such amendment shall be evidenced by an amendment executed by the Association and the amendment shall be recorded in accordance with the Act, and a true copy of such amendment shall be mailed via first class mail by the Association to Developer, all Home Owners and Listed Mortgagees ("Interested Parties"). The amendment shall become effective upon the recording of such amendment amongst the Public Records of the County; provided, however, such amendment shall not be recorded until sixty (60) days after the mailing of a copy thereof to the Interested Parties unless such sixty (60)-day period is waived in writing by the Interested Parties.

16. PROVISION FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

16.1. New Total Tax.

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Home and its appurtenant undivided interest in Common Elements, as now provided by law ("New Total Tax"), then such New Total Tax shall be paid as a Neighborhood Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual "Budget" (as hereinafter defined) of the Association or shall be separately levied and collected as a Special Assessment by the Association against all of the Home Owners of all Homes. Each Home Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Home Owner's fractional interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Home and its appurtenant fractional interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Home and its appurtenant fractional interest in Common Elements.

16.2. Personal Property Taxes.

All personal property taxes levied or assessed against personal property owned by the Association and all federal and state income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Neighborhood Common Expense in the Budget of the Association.

17. OCCUPANCY AND USE RESTRICTIONS

In order to preserve the values and amenities of the Condominium, the following provisions shall be applicable to the Condominium Property:

17.1. Single-Family Use.

The Homes shall be used for single-family residences only. No separate part of a Home may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No trade, business, profession or any other type of commercial activity shall be carried on in the Homes; provided, however, a Home Owner may use a room within a Home as an office for conducting personal business if such personal business does not require contact at the Home with customers or clientele of the Home Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Home. Any such personal office use shall not be deemed a commercial activity in violation of this Paragraph 17.1. Such personal business use must, nonetheless comply with any applicable governmental regulation.

No Home may be permanently occupied by, or leased to, more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a Home overnight than the number of bedrooms times two, plus two.

17.2. Leasing of Homes.

A Home may not be leased for a period of less than thirty (30) days. All leases must be in writing and a copy must be provided to the Association prior to commencement of the lease. A Home owned by a corporation, partnership or other legal entity, as the case may be, may be occupied by the person indicated in the Voting Certificate on file with the Association and their families, and any lessees of the corporation, partnership, or other legal entity, as the case may be, who otherwise qualify as provided in the Neighborhood Documents.

In the event that a Home Owner is delinquent in the payment of his or her Neighborhood Assessments or other sums due and owing to the Association, the Home shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Home is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event a Home Owner is in default in the payment of Neighborhood Assessments or other sums due and owing to the Association and the Home Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Home Owner directly from the tenant. In the event such tenant

fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Home Owner's account for the leased Home according to the priority established in Section 718.116(3), Florida Statutes, until the Home Owner's account is current. All leases entered into by a Home Owner shall be deemed to automatically incorporate this provision and all the Home Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Home Owner of the leased Home, terminate the lease for violations of this Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Home.

In addition to any notice to a tenant of a Home permitted to be given by law, a Home Owner by acceptance of a deed to a Home, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Home Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Home Owner hereby agrees and acknowledges that the disclosure of any of Home Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

17.3. Approval by Master Declarant and/or Architectural Review Committee ("ARC") of Improvements.

As described in Article 14 of the Master Declaration, all buildings, structures, landscaping and improvements to be built in Botanica, including the Condominium, must be approved by the Master Declarant. The Master Declaration provides the procedure and method of obtaining Master Declarant approval.

17.4. Nuisance.

A Home Owner shall not permit or suffer anything to be done or kept in his or her Home which will: (i) increase the insurance rates on his or her Home, the Common Elements or any portion of Sandpiper Cove II at Botanica; (ii) obstruct or interfere with the rights of other Home Owners or the Association; or (iii) annoy other Home Owners by unreasonable noises or otherwise. A Home Owner shall not commit or permit any nuisance, immoral or illegal act in his or her Home, on the Common Elements or any portion of Sandpiper Cove II at Botanica.

17.5. Signs.

A Home Owner (with the exception of Developer, for so long as Developer is offering Homes for sale in the ordinary course of business) shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Sandpiper Cove II at Botanica, in or upon his or her Home, or in or upon his or her vehicle(s), so as to be visible from the Common Elements, or any

public way, except as may be previously and specifically approved in writing by the ARC and the Board. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Homes, including, but not limited to, having a sales office, using the services of any broker or advertising Homes for sale. Developer specifically reserves the right to place and maintain identifying or informational signs on any building located on the Condominium Property as well as any signs in connection with its sales activities.

17.6. Animals.

Except as provided under the rules and regulations promulgated by the Association from time to time and the Master Association, a Home Owner and/or resident is permitted to keep up to two (2) domestic pets in his or her Home without the prior written permission of the Board. Such permission in one instance shall not be deemed to institute a blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Condominium Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept tied outside a Home or on any Lanai, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. A Home Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Home Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property. If a dog or any other animal becomes obnoxious to other Home Owners by barking or otherwise, the Home Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Home Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

17.7. Clotheslines.

No clothesline or other similar device shall be allowed in any portion of the Condominium Property. Clotheslines within a Home shall be concealed from view from all portions of Sandpiper Cove II at Botanica.

17.8. Window Décor.

Window treatments shall consist of drapery, blinds, decorative panels or tasteful other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after a Home Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. Reflective or foil window treatments are prohibited. All window treatments installed within a Home which are visible from the exterior of the Home shall have either a white or off-white backing or blend with the exterior color of the Home, as approved by the ARC. Window tinting and type of tinting requires the prior approval of the ARC of the Master Association.

17.9. Removal of Sod and Shrubbery; Alteration of Drainage, etc.

Except for Developer's acts and activities with regard to the development of the Condominium, no sod, top soil, muck, trees or shrubbery shall be removed from the Condominium Property and no change in the condition of the soil or the level of land of the Condominium Property shall be made which would result in any permanent change in the flow or drainage of surface water within the Condominium without prior written consent of the Board, the Master Association and Master Declarant.

17.10. Antenna, Aerial and Satellite Dish.

No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Condominium Property or upon any improvements thereon, unless expressly approved in writing by the Association and the ARC, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. Permissible dishes must be installed on Limited Common Elements and no mounting of hardware or wiring can pierce the Common Elements. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Condominium Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Notwithstanding the foregoing, no permissible dishes or antennae shall be installed on, over or

through the Common Elements of the Condominium Property. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Section 17.10 shall not apply to Developer or Master Declarant for so long as Developer holds any Homes for sale in the ordinary course of business. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Homes, including, but not limited to, having a sales office, using the services of any broker or advertising Homes for sale.

17.11. Litter.

In order to preserve the beauty of the Condominium, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Condominium Property except in trash cans with lids for curbside pick up as required or in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board. All containers, dumpsters and other garbage collection facilities shall be stored inside the Garage and kept in a clean condition with no noxious or offensive odors emanating therefrom.

17.12. Radio Transmission.

No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Condominium Property without the prior written consent of the Board.

17.13. Vehicles.

Motor homes, trailers, recreational vehicles, boats, campers, trucks and vans or trucks used for commercial purposes shall not be permitted to be parked or stored in or on Sandpiper Cove II at Botanica unless kept fully enclosed in a garage, except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. The Association and the Master Association shall have the right to authorize the towing away of any vehicles which violate this Declaration or the rules and regulations of the Association, with the costs to be borne by the Home Owner or violator. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Condominium Property. This restriction on vehicles shall not apply to police cars being parked in the driveways.

17.14. Parking.

THE ENTIRE ROADWAY AREAS RUNNING BETWEEN THE BUILDINGS AND AS SHOWN ON THE PLAT SHALL BE OWNED BY THE MASTER ASSOCIATION. THERE SHALL BE NO PARKING PERMITTED ALONG THE ROADWAYS. Vehicles parked in driveways shall not block the sidewalks. The Town of Jupiter and/or the Association may impose fines for any illegally parked vehicles. The Association shall have the right to authorize the towing away of any vehicles which violate this Declaration or the rules and regulations of the Association, with the costs to be borne by the Home Owner or violator. If any vehicles have to be towed and/or incur fines for illegal parking, such fines and towing expenses shall be the sole responsibility of the

Home Owner. Further, the Association may incur fines from the Town of Jupiter if the Home Owner does not rectify any parking problem and should this be the case, the Home Owner shall be solely responsible for reimbursing the Association.

17.15. Garages.

No garage shall be erected which is separate from the Home. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space. No individual air conditioning units which are visible from outside the Home shall be permitted in a garage. All garage doors shall remain closed when not in use for ingress and egress. Garages are intended for the primary use of parking and storage of motor vehicles. Home Owners and their lessees and the family members, guests and invitees of such Home Owners and lessees, may not store personal property in a garage and then park motor vehicles in the unassigned parking areas, if any. Home Owners shall not park their automobiles in the Driveways so as to impede a neighboring Home Owner from ingress/egress to their Driveway and/or garage.

17.16. Flooring.

A Home Owner shall not install any floor covering in the Home other than carpeting (such as wood or tile) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a Home which does not have another Home below it, without the prior written approval of the Association. The Association may require that soundproofing insulation be placed under such alternate floor covering before installation. If a Home Owner installs alternate floor covering without the prior written consent of the Association or without the insulation required by the Association, then the Association shall have the right to cause such Home Owner to remove the alternate floor covering. A Home Owner shall not be permitted to leave the concrete floor slab uncovered, whether or not the Home Owner finishes the concrete slab, including but not limited to painting the concrete slab. Under no circumstances shall a Home Owner be permitted to install carpet on his or her balcony, lanai or exposed entranceway.

17.17. Garage Sales.

No garage sales shall be permitted within the Condominium Property unless approved in writing by the Board.

17.18. Motorized Vehicles.

All powered vehicles capable of exceeding 5 miles per hour are prohibited from use on Sandpiper Cove II at Botanica property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in Sandpiper Cove II at Botanica may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under

Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

17.19. Projections.

No Home Owner shall cause anything to project out of any window or door except as may be approved in writing by the Association and except for such flags as are permitted by the Act.

17.20. Condition of Homes.

Each Home Owner shall keep his or her Home in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof any dirt or other substances.

17.21. Hurricane Season.

Among other acts of God and uncontrollable events, hurricanes have occurred in Florida and therefor the Condominium is exposed to the potential damages of hurricanes, including, but not limited to, damages from storm surges and wind-driven rain. Water or other damages from this or other extraordinary causes shall not be the responsibility of Developer. Each Home Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Home prior to their departure by removing all furniture, potted plants and other movable objects, if any, from the Lanai and by designating a responsible firm or individual satisfactory to the Association to care for his or her Home should the Home suffer hurricane damage. No hurricane shutters may be installed without the prior written consent of the Association, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the Home Owner's expense or they shall be removed. Hurricane shutters shall not be installed (closed) before the issuance of a hurricane watch by the National Hurricane Center encompassing the Sandpiper Cove II at Botanica location, and shall be removed (opened) no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period").

The Board will shall adopt hurricane shutter specifications ("Hurricane Standards") in accordance with Florida Statutes Section 718.113(5). The Hurricane Standards will be made available to a Home Owner within five business days after the Board's receipt of a written request for such Hurricane Standards.

17.22. Structural Modifications.

A Home Owner may not make or cause to be made any structural modifications to his or her Home without the Board's and Master Declarant's prior written consent, which consent may be unreasonably withheld.

17.23. Tree Removal.

Developer is using its best efforts to save as many, if any, of the existing trees on the Condominium Property as is possible during the construction of the Condominium. Developer makes no warranty or guarantee to Home Owners that all of the existing trees will survive. Developer is not responsible nor is Developer required to replace or remove the trees in the event that the trees do not survive; any expenses associated therewith shall be a Neighborhood Common Expense. After the construction of the Condominium by Developer, the removal of any landscaping is subject to the approval of the Board.

17.24. Nearby Construction/Natural Disturbances

The Home Owners may for some time in the future be disturbed by the noise, commotion and other unpleasant effects of nearby construction and/or renovation activity. Because the Condominium is in a community under development, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Home or of any part of the Condominium may block, obstruct, shadow or otherwise affect the view lines of any particular Home or of any part of the Condominium, which may currently be visible from the Home or from the Condominium. Therefore, Home Owners hereby agree to release Developer and every affiliate and person affiliated in any way with Developer from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against Developer or its affiliates related to the view lines of any particular Home or of any part of the Condominium. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter, except as is set forth herein.

17.25. Basketball Backboards.

No garage, roof mounted, or in-ground mounted basketball backboards are permitted. No portable basketball backboards may be kept outside of a Home overnight.

17.26. Board's Rule-Making Power.

The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Home Owners. The Board may promulgate, modify, alter, amend or rescind such rules and regulations provided such promulgation, modifications, alterations and amendments: (i) are consistent with the use covenants set forth in the Neighborhood Documents and Master Documents; (ii) apply equally to all lawful Sandpiper Cove II at Botanica residents without discriminating on the basis of whether a Home is occupied by a Home Owner or his or her lessee; and (iii) in Developer's opinion, for so long as Developer holds any Homes for sale in the ordinary course of business, would not be detrimental to the sales of Homes by Developer. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Homes, including, but not limited to, having a sales office, using the services of any broker or advertising Homes for sale.

17.27. Limitations.

Notwithstanding any other rule, regulation, or restriction to the contrary herein contained, the Board shall make reasonable accommodations in the rules, regulations or restrictions, if such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property.

17.28. Additional Restrictions.

For additional restrictions which are applicable to the Condominium Property and the Home Owners, please refer to the Master Documents. The Master Declaration contains use rights for Botanica. In the event of a conflict between the provisions of this Declaration and the provisions of the Master Declaration, the provisions of the Master Declaration shall control; provided, however, that this Declaration and the other Neighborhood Documents may contain provisions more restrictive than contained in the Master Declaration and the other Master Documents, in which event such more restrictive provisions shall control.

18. MAINTENANCE AND REPAIR PROVISIONS

18.1. By Home Owners.

18.1.1. Maintenance and Repair. Each Home Owner shall maintain in good condition, repair and replace at his or her expense all portions of his or her Home and Limited Common Elements, including the interior of the garage, the garage door and appurtenant equipment and the following equipment or fixtures if located within his or her Home or on the Limited Common Elements assigned to his or her Home: electrical fixtures, appliances, air conditioning or heating equipment, water heaters or built-in cabinets, any screening on his or her Lanai, all window panes, window screens and all interior surfaces within or surrounding his or her Home (such as the surfaces of the walls, ceilings, floors and walkway) and all exterior doors, casings and hardware therefor; maintain and repair the fixtures therein, including the air conditioning equipment; and pay for any utilities which are separately metered to his or her Home. Every Home Owner must perform promptly all maintenance and repair work within his or her Home, as aforesaid, which if not performed would affect the Condominium Property, Sandpiper Cove II at Botanica in its entirety or a Home belonging to another Home Owner. Each Home Owner shall be expressly responsible for the damages and liabilities that his or her failure to perform his or her above mentioned responsibilities may engender. Said Home shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board and Master Declarant as provided in this Declaration and the Master Declaration.

18.1.2. Home Owners' Preventive Maintenance Requirements. Each Home Owner, by acceptance of a deed to a Home, acknowledges and agrees that such Home Owner is responsible to maintain such Home Owner's Home (including all Consumer Products therein) and other areas as provided in Section 18.1.1 in accordance with any commonly accepted maintenance practices, any

maintenance obligations set forth in this Declaration, manuals, in the New Home Limited Warranty, and any other maintenance obligations, schedules, operating instructions, and/or practices provided to the Home Owner by Developer, the Association or the manufacturer of any Consumer Product(s) (collectively, "Home Owner Maintenance Requirements"). Home Owner's failure to maintain the Home may impact adversely Home Owner's rights under the New Home Limited Warranty and/or other warranties relating to Consumer Products in the Home.

18.1.3. Mitigation of Dampness and Humidity. In addition to the foregoing, each Home Owner shall be required to maintain appropriate climate control, keep his or her Home clean, dry, well-ventilated and free of contamination and shall take necessary measures to retard and prevent mold, mildew, toxins and fungi from accumulating in the Home. Each Home Owner shall be required to clean and dust the Home on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Further, given the climate and humid conditions in the area where the Condominium is located, molds, mildew, toxins and fungi may exist and/or develop within the Home and/or the Condominium Property. Each Home Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become toxic and potentially pose a health risk. Each Home Owner, whether or not occupying the Home, shall continuously run the air conditioning to maintain the Home temperature at a maximum temperature of seventy-eight (78°) degrees, to minimize humidity in the Home. References in this section to climate control and air conditioning shall only be applicable to those portions of the Home that are air conditioned. Home Owners are required to report immediately in writing to the Board (i) any evidence of water leak or water infiltration or excessive moisture in the Home, common hallways, if any, and any other Common Elements; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows and each Home Owner shall be responsible for damage to the Home, the Common Elements and personal property as well as any injury to the Home Owner and/or occupants of the Home resulting from the Home Owner's failure to comply with these terms. Each Home Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred by the Association to remove mold from the Home and Common Elements if the Home Owner fails to remediate same and each Home Owner shall be responsible for the repair and remediation of all damages to the Home and Common Elements caused by mold. By acquiring title to a Home, each Home Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released Developer from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages, which may result from, without limitation, the inability to possess the Home, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by the Home Owner, his/her family members and/or his/her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. Additionally, each Home Owner, by acceptance of a deed, or otherwise acquiring title to a Home, shall be deemed to have agreed that Developer shall not be responsible, and Developer hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Home Owner, his/her family members and/or

his/her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as result of mold, mildew, fungus or spores. Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Home Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. Further, in the event that the Association reasonably believes that these provisions are not being complied with, then, the Association shall have the right, but not the obligation, to enter the Home (without requiring the consent of the Home Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Home to be maintained as hereby required (with all utility consumption costs to be paid and assumed by the Home Owner).

18.1.4. Alterations. No Home Owner shall make any alterations in the Building or the Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building, the Common Elements, the Limited Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the building without first obtaining the written consent of the Board. Under no circumstances may a Home Owner permanently enclose his or her Lanai for use as a sunroom/Florida room.

18.1.5. Painting and Board Approval. No Home Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Building maintained by the Association, including Lanais, porches, doors or window frames (except for replacing window panes), etc. No Home Owner shall have any exterior lighting fixtures, mail boxes, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Building maintained by the Association without first obtaining specific written approval of the Board. The Board shall not grant approval if, in their opinion, the effect of any of the items mentioned herein will be unsightly as to the portion of the Building maintained by the Association and unless such items substantially conform to the architectural design of the Building and the design of any such items which have previously been installed at the time the Board approvals are requested.

18.1.6. Duty to Report. Each Home Owner shall promptly report to the Association or its agents any defect or need for repairs on the Condominium Property or other portions of Sandpiper Cove II at Botanica, the responsibility for the remedying of which is that of the Association.

18.1.7. Use of Licensed Plumbers and Electricians. No Home Owner shall have repairs made to any plumbing or electrical wiring within a Home, except by licensed plumbers or electricians authorized to do such work by the Board. The provisions as to the use of a licensed plumber or electrician shall not be applicable to any Institutional Mortgagee or to Developer. Plumbing and electrical repairs within a Home shall be paid for by and shall be the financial obligation of the Home Owner, unless such repairs are made in a Home to plumbing and electrical systems servicing more than one (1) Home.

18.1.8. Access by Association. Each Home Owner shall permit the Association to have access to his or her Home from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Home.

18.1.9. Air-Conditioning. Air conditioning units and service lines regarding any such air conditioning units which serve only one Home shall be maintained, replaced or repaired by the Home Owner whose Home is serviced by the air conditioning unit; provided, however, that if any repair or alteration is to be made in any Common Elements, the Board shall approve all such work.

18.1.10. Liability for Actions. A Home Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his or her act, negligence or carelessness, or by that of his or her lessee or any member of their families, or their guests, employees or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include the cost of repairing broken windows. A Home Owner shall also be liable for any personal injuries caused by his or her negligent acts or those of his or her lessee or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

18.1.11. Home Owner's Failure to Maintain. If a Home Owner fails to perform the Home Owner Maintenance Requirements, the Board shall give written notice to such Home Owner, stating with particularity the work or maintenance or repair which the Board finds to be required and requesting that the same be carried out within a period of thirty (30) days from the giving of such notice. If the Home Owner fails to carry out such maintenance or repair within the period specified by the notice, the Board shall cause such work to be completed and shall charge the cost thereof to such Home Owner as a special charge in accordance with the procedures set forth in this Declaration or such procedures as the Board may adopt by rule. Home Owner's failure to maintain the Home may impact adversely Home Owner's rights under the New Home Limited Warranty and/or other warranties relating to Consumer Products in the Home.

18.2. By the Association.

18.2.1. Improvements. The Association shall maintain, repair and replace as necessary all of the Common Elements, including the Driveways, landscaping and sprinkler systems as well as exterior surfaces of the Buildings. Notwithstanding the foregoing, the Association's maintenance responsibility for Driveways shall not include daily cleaning; rather daily cleaning of the Driveways shall be the responsibility of the Home Owners who are entitled to use such Driveway. The Association may power wash the Driveways as needed in the sole and absolute discretion of the Association. Further, in the event the Association permits a Home Owner to install a covering on the surface of his or her Driveway, such as but not limited to brick pavers, then the covering shall remain the property of such Home Owner and the Association shall not be responsible for any damage to such covering in the event of the need to repair the Driveway and the Association shall not be responsible for any power washing of such Driveway. The Association shall maintain

and repair all exterior walls of the Buildings, including the exterior walls and ceilings of the Buildings contained within screened Lanais, but excluding the screened enclosure itself.

18.2.2. Utilities. The Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services including the operation of the drainage and storm water management system and the maintenance of the sanitary water and sewer service laterals leading to the Buildings if such water and sewer lines are not maintained by the appropriate utility company, but excluding therefrom appliances, wiring, plumbing fixtures and other facilities within a Home.

18.2.3. Landscaping. The Association shall maintain all landscaping within the Condominium Property. Maintenance may include, but is not limited to, grass cutting, tree trimming, sprinkling, fertilizing and spraying.

18.2.4. Compliance With Regulations of Public Bodies. The Association shall perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, drainage requirements and other similar requirements designed to protect the public. The cost of the foregoing shall be a Neighborhood Common Expense.

18.2.5. Maintenance of Property Adjacent to Condominium Property. If the Association is permitted by the owner of property adjacent to the Condominium Property or the governmental authority responsible for maintaining same to provide additional maintenance for such adjacent property, and the Board elects to do so in order to enhance the overall appearance of the Condominium, then the expense thereof shall be a Neighborhood Common Expense.

18.2.6. Open Space and Buffers. Any property conveyed or dedicated to the Association which is designated as open space, landscape buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records of the County shall be preserved and maintained by the owner of such property in a natural open condition. The Association or any subsequent owner shall not do anything that diminishes or destroys the open space, buffer, preserve area, or conservation area, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space.

18.2.7. Surface Water Management System. The Association shall be responsible for maintaining any portion of the surface water management system located within Sandpiper Cove II at Botanica and which is designated by Developer or the Master Declarant as a secondary surface water management system. (This would include, for example, drainage swales.)

18.2.8. Association's Preventive Maintenance Requirements. The Association shall be responsible to maintain the Building Common Elements, Condominium Property and any other areas designated in this Declaration for maintenance by the Association (including all Consumer Products therein). The Association shall keep such portions of the Project in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or

proper to assure the maintenance of such areas. The Association shall perform all maintenance obligations set forth in this Declaration and the New Home Limited Warranty with respect to Building Common Elements or any other warranty offered by Developer or any manufacturer and shall implement any other maintenance obligations, schedules, operating instructions, and/or practices otherwise provided to the Association by Developer or the manufacturer of any Consumer Product(s) in addition to any commonly accepted maintenance practices intended to prolong the life of the materials and construction of the improvements within Sandpiper Cove II at Botanica which the Association is required to maintain (collectively, the "Association Maintenance Requirements"). The Association's failure to maintain the areas as aforesaid may impact adversely the Association's rights under the New Home Limited Warranty and/or other warranties relating to Consumer Products in such areas.

18.3. Association's Inspection Obligations and Developer's Right to Inspect.

18.3.1. Association's Inspection Requirements. Following Developer's Resignation Event (as defined in the Articles), the Association shall regularly inspect, maintain and repair all areas required to be maintained by the Association. The Association shall employ the services of such experts and consultants as are necessary to assist the Association in performing its duties hereunder. The inspections required by this Section shall take place at least annually. The inspectors shall provide written reports of their inspections to the Association and, if requested by Developer, to Developer promptly following completion thereof. If requested by Developer, Developer shall be invited to attend any such inspections. The written reports shall identify any items of maintenance or repair which either require current action by the Association or will need further review and analysis. Such written reports shall specifically include a review of all irrigation and drainage systems within Sandpiper Cove II at Botanica. If requested, the Board shall report the contents of such written reports to Developer (if not already provided by the inspector directly) and to the Members of the Association at the next meeting of the Members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the Association meeting. The Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors and shall keep a record of all such matters in the Board's minutes. Should such inspection require the inspection of any Home, there is hereby created a non-exclusive easement in favor of the Association, and its officers, agents, employees and independent contractors, to conduct such inspections and to provide such maintenance, repair and replacement, provided that entrance is made at reasonable hours and with at least three (3) days advance notice to the Home Owner, except in case of emergency. Any damage to any structure, landscaping or other improvements caused by the Association, or any of its officers, agents, employees or independent contractors, while performing such maintenance, repair or replacement work shall be repaired by the Association at its sole cost and expense.

18.3.2. Developer's Right of Inspection. Until ten (10) years after Developer's Resignation Event, Developer, its contractors and subcontractors shall have the right, but not the obligation, to obtain reasonable access over and across Sandpiper Cove II at Botanica to inspect, repair or replace any component of Sandpiper Cove II at Botanica, in Developer's discretion. If such inspection, repair or replacement requires access to the Building Common Elements or

Condominium Property, access shall be conditioned upon reasonable notice to the Association. Should such inspection, repair or replacement require the inspection of any Home, Developer, its contractors and subcontractors shall be provided access to such Home, provided that entrance is made at reasonable hours and with at least three (3) days advance notice to the Home Owner, except in case of emergency. Any damage to any structure, landscaping or other improvements caused by Developer, or any of its contractors or subcontractors performing such inspections, repair or replacement work shall be repaired by Developer at its sole cost and expense.

18.3.3. Each Home Owner, by acceptance of a deed or other conveyance of a Home, shall be deemed to waive and release Developer (and its partners, members, managers, officers, directors, employees, attorneys, agents, and representatives) from any and all express or implied warranties as to design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins, or fungi, and furnishing and equipping of any improvements thereon, or as to view and/or natural light. Each Home Owner by acceptance of a deed or other conveyance of a Home hereby acknowledges and agrees that Developer does not guarantee, warrant or otherwise assure, and expressly disclaims, any right to view and/or natural light. Also, as to any implied warranty which cannot be disclaimed entirely, all secondary, incidental, and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental, and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

Further, given the climate and humid conditions in Florida, molds, mildew, spores, fungi and/or other toxins may exist and/or develop within the Home and/or Condominium. Home Owners are hereby advised that certain molds, mildew, spores, fungi and/or other toxins may be, or if allowed to remain for a sufficient period may become toxic and potentially pose a health risk. By acquiring title to a Home, each Home Owner shall be deemed to have assumed the risks, if any, associated with molds, mildew, spores, fungi and/or other toxins and to have released and indemnified Developer and any entity affiliated with Developer from and against any and all liability or claims resulting from same, including without limitation, any liability for incidental or consequential damages, which may result from, without limitation, the inability to possess the Home, inconvenience, moving costs, rental costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by any of Home Owner's Guests (hereinafter defined) and any other person or pets. Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Home Owner by acceptance of a deed or other conveyance of a Home acknowledges that Developer is not responsible for, and Developer hereby disclaims any responsibility for, any illness or allergic reactions which may be experienced by a Home Owner, his/her/its pets, his/her/its family members and/or his/her/its guests, tenants and invitees (collectively "Home Owner's Guests") as a result of mold, mildew, fungus or spores. It is solely each Home Owner's responsibility to keep its Home clean, dry well-ventilated and free of contamination.

All Home Owners, by virtue of acceptance of title to their respective Homes (whether from Developer or another party), shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages.

Each Home Owner, by acceptance of a deed or other conveyance of a Home, understands and agrees that there are various methods for calculating the square footage of a Home and that, depending on the method of calculation, the quoted square footage of the Home may vary by more than a nominal amount. Additionally, as a result of in-the-field construction, other permitted changes to the Home, and settling and shifting of Improvements, actual square footage of a Home may also be affected. By accepting title to a Home, the applicable Home Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Home, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Paragraph, Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights), or square footage of any Home, and each Home Owner shall be deemed to have fully waived and released any such representation or warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Home.

18.4. Alterations and Improvements.

The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the rights of any Home Owner or any Institutional Mortgagee. In the event such changes or improvements prejudice the rights of a Home Owner or Institutional Mortgagee, the consent of such Home Owner or Institutional Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of the Home Owners of two-thirds (2/3) of the Homes if the cost of the same shall be a Neighborhood Common Expense which shall exceed One Thousand Dollars (\$1,000) per Home. The cost of such alterations and improvements shall be assessed among the Home Owners in proportion to their share of Neighborhood Common Expenses.

18.5. Conformity with Master Declaration.

Notwithstanding anything contained in this Article 18 to the contrary, alterations, improvements, repairs and maintenance of the Condominium Property shall conform to the provisions of the Master Declaration and all other valid terms and provisions thereof.

18.6. Community-Wide Standard of Maintenance.

The Association and all Home Owners shall perform their maintenance responsibilities hereunder in a manner consistent with the community-wide standard established pursuant to the Master Declaration. In the event property is not properly maintained, the Master Association shall be authorized, but not obligated, to assume the maintenance responsibilities of the Association hereunder and under the Master Declaration, and to assess all costs thereof to the Home Owners as a Neighborhood Assessment, as defined in the Master Declaration.

18.7. New Home Limited Warranty.

Developer, as part of the sale of a Home, will offer each Home Owner an express limited warranty known as and referred to herein as the "New Home Limited Warranty." The New Home Limited Warranty grants the Association certain rights regarding Building Common Elements. The Association will register the Building Common Elements with the warranty administrator by executing and delivering the warranty registration forms to the administrator. The Association and each Home Owner, including subsequent Home Owners, are hereby bound by the terms of the New Home Limited Warranty, including the arbitration provisions therein.

18.8. Building Common Elements Claims and Disputes Under New Home Limited Warranty.

Any claim, controversy, breach, dispute or disagreement which may arise between any Home Owner, and/or the Association and Developer under the New Home Limited Warranty, including, without limitation, claims and disputes regarding Building Common Elements (a "Dispute") shall be resolved in accordance with the dispute resolution terms in the New Home Limited Warranty. Except as otherwise provided by law, the Association is the party authorized to initiate, defend, settle, or release any claims related to Building Common Elements. Each Home Owner hereby agrees to delegate such authority to the Association and assigns to the Association all power and authority as is necessary for any settlement or release of any such Dispute.

19. NEIGHBORHOOD ASSESSMENTS FOR NEIGHBORHOOD COMMON EXPENSES;
ESTABLISHMENT AND ENFORCEMENT OF LIENS

19.1. Affirmative Covenant to Pay Neighborhood Common Expenses.

In order to: (i) fulfill the covenants contained in this Declaration; (ii) provide for maintenance and preservation of the Common Elements for the recreation, safety, welfare, and benefit of Home Owners, their invitees, guests, family members and lessees, subject to the terms of this Declaration; and (iii) provide for maintenance and preservation of the services and amenities provided for herein, there is hereby imposed upon the Homes and the Home Owners thereof the affirmative covenant and obligation to pay the Neighborhood Assessments including, but not limited to, the Annual Assessments. Each Home Owner, by acceptance of a deed or other instrument of conveyance for a Home, whether or not it shall be so expressed in any such deed or instrument, shall be so obligated and agrees to pay to the Association all Neighborhood Assessments determined in accordance with the provisions of this Declaration and all of the covenants set forth herein shall run with the Condominium Property and each Home therein.

19.2. Lien.

The Annual Assessment and Special Assessments, as determined in accordance with Article 20 hereof, together with Interest thereon and costs of collection thereof, including Legal Fees as hereinafter provided, are, pursuant to the Act, subject to a lien right on behalf of the Association to secure payment thereof and such Neighborhood Assessments are hereby declared to be a charge on

each Home and shall be a continuing lien upon the Home against which each such Neighborhood Assessment is made. Each Neighborhood Assessment against a Home together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Home so assessed. The Association's statutory lien for Neighborhood Assessments shall be effective only from and after the time of recordation amongst the Public Records of the County of a written acknowledged statement by the Association, as of the date the statement is signed setting forth the description of the condominium parcel, the name of the record owner, the name and address of the Association, the amount due to the Association and the due dates. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

19.2.1. Personal Obligation. Each Neighborhood Assessment against a Home, together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Home so assessed.

19.2.2. Institutional Mortgagees. An Institutional Mortgagee or other person who obtains title to a Home by foreclosure of a first mortgage, or Institutional Mortgagee who obtains title to a Home by deed in lieu of foreclosure, shall be liable for the unpaid Neighborhood Assessments that became due prior to such acquisition of title to the extent required by Section 718.116, Florida Statutes as it exists at the time of recording this Declaration in the Public Records of the County. Neighborhood Assessments which are not due from such Institutional Mortgagee shall become a Neighborhood Common Expense collectible from all Home Owners pursuant to Paragraph 21.9 hereof.

19.3. Enforcement.

In the event that any Home Owner shall fail to pay any Annual Assessment, or installment thereof, or any Special Assessment, or installment thereof, charged to his or her Home within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have the following remedies:

- (i) To advance, on behalf of the Home Owner in default, funds to accomplish the needs of the Association; provided that: (a) the amount or amounts of monies so advanced, including Legal Fees and expenses which have been reasonably incurred because of or in connection with such payments, together with Interest thereon, may thereupon be collected by the Association; and (b) such advance by the Association shall not waive the default of the Home Owner in failing to make its payments;
- (ii) To accelerate the entire amount of any Assessments for the remainder of the budget year in accordance with the provisions of the Act and rules set forth in the Florida Administrative Code promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes;

- (iii) To file an action in equity to foreclose its lien at any time after the effective date thereof or an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and
- (iv) To file an action at law to collect the amount owing plus Interest and Legal Fees without waiving its lien rights and its right of foreclosure.

20. METHOD OF DETERMINING, ASSESSING AND COLLECTING NEIGHBORHOOD ASSESSMENTS

The Neighborhood Assessments as hereinafter set forth and described shall be assessed to and collected from Home Owners on the following basis:

20.1. Determining Annual Assessment.

20.1.1. Expenses. The total anticipated Neighborhood Common Expenses for each calendar year shall be set forth in a schedule to the Budget of the Association which shall be prepared by the Board as described in the Articles and Bylaws. The total anticipated Neighborhood Common Expenses shall be that sum necessary for the maintenance and operation of the Condominium and such expenses shall be allocated to the Homes based upon each Home's share of the Neighborhood Common Expenses, which allocated sum, together with each Home Owner's share of Shared Facilities Expenses and "Assessments" as determined in accordance with the Master Declaration, shall be assessed as the "Annual Assessment." The Annual Assessment may be adjusted quarterly in the instance where the Board determines that the estimated Neighborhood Common Expenses are insufficient to meet the actual Neighborhood Common Expenses being incurred, in which event the anticipated Neighborhood Common Expenses for the remaining months may be increased accordingly in calculating the Annual Assessment.

20.1.2. Assessment Payment. The Annual Assessment shall be payable quarterly in advance on the first day of January, April, July and October of each year. The Association has the right to accelerate Assessments against a Home Owner who is delinquent in payment of Common Expenses. Accelerated Assessments shall be due and payable on the date the claim of lien is filed. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

20.2. Developer's Right to Subsidize Assessments.

Developer shall pay Assessments for Homes which it owns in the same manner as other Home Owners. In order to keep Assessments lower during the period of time that Developer is offering Homes for sale, Developer may subsidize the budget of the Association by making voluntary contributions. The amount of any such contributions may vary from time to time or may be discontinued and later recommenced, as Developer in its sole discretion may determine. Home Owners should review the budgets then in effect to determine if Developer is making a voluntary contribution to subsidize and thus lower Assessments.

20.3. Special Assessments.

In addition to the Annual Assessment, Home Owners shall be obligated to pay such Special Assessments as shall be levied by the Board against their Home in accordance with the Bylaws, either as a result of: (i) extraordinary items of expense; (ii) costs incurred in correcting maintenance deficiencies of a particular Home or in otherwise enforcing the provisions of the Neighborhood Documents or the Master Documents; (iii) the failure or refusal of other Home Owners to pay their Annual Assessment; or (iv) such other reason or basis determined by the Board which is not inconsistent with the terms of the Neighborhood Documents or the Act.

20.4. Master Association Assessments.

All Home Owners, lessees, and occupants of Homes in Sandpiper Cove II at Botanica shall have access to and use of various services and facilities provided by the Master Association. Every Home Owner, by acceptance of a deed to a Home, acknowledges that, in addition to being subject to and bound by the Neighborhood Documents, he or she is subject to the Master Declaration and that the Home Owner is a "Member" (as defined in the Master Declaration) and each Home Owner is subject to Assessment by the Master Association in accordance with the terms of the Master Declaration. Each Home Owner covenants and agrees to pay all assessments levied against such Home Owner's Home by the Master Association or by the Association on behalf of the Master Association.

21. NEIGHBORHOOD COMMON EXPENSES

The following expenses are declared to be Neighborhood Common Expenses of the Condominium which each Home Owner is obligated to pay to the Association as provided in this Declaration, the Neighborhood Documents and Master Documents. In addition to the Neighborhood Expenses payable to the Association, each Home Owner is obligated to pay to the Master Association Assessments, if any, levied against the Homes in Sandpiper Cove II at Botanica to cover any Neighborhood Expenses, as such terms are defined in the Master Declaration.

21.1. Taxes.

Any and all taxes levied or assessed at any and all times by any and all taxing authorities including 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 Common Elements and against any and all personal property and improvements, which are now or which hereafter may be a portion thereof to be placed thereon, including any interest, penalties and other charges which may accrue thereon shall, as appropriate, be considered Neighborhood Common Expenses.

21.2. Utility Charges.

All charges levied for utilities providing services for the Common Elements, whether they are supplied by a private or public firm shall, as appropriate, be considered Neighborhood Common

Expenses. It is contemplated that this obligation will include all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge incurred in connection with the Common Elements. It is contemplated that there shall be one meter for water and sewer lines to each Building or group of Buildings. All charges related to such lines shall be a Neighborhood Common Expense.

21.3. Insurance.

The premiums on any policy or policies of insurance required to be maintained under this Declaration and the premiums on any policy or policies the Association determines to maintain on the Condominium Property or specifically related to this Condominium, even if not required to be maintained by the specific terms of this Declaration, shall be Neighborhood Common Expenses.

21.4. Destruction of Buildings or Improvements.

Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any building or structure upon the Common Elements by fire, windstorm, flood or other casualty regardless of whether or not the same is covered in whole or in part by insurance, including all amounts required to be deducted from any proceeds received by the Association from an insurer pursuant to a deductible clause in the applicable insurance agreement, shall be Neighborhood Common Expenses. In the event insurance money shall be payable, such insurance money shall be paid to the Association who shall open an account with a banking institution doing business in the County, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, either in addition to the insurance proceeds, or in the event there are no insurance proceeds, such sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage or destruction. The sums necessary to pay for the damage or destruction as herein contemplated shall be considered Neighborhood Common Expenses, but shall be raised by the Association under the provisions for Special Assessments as provided in Paragraph 20.3 of this Declaration. The Association agrees that it will levy Special Assessments to provide the funds for the cost of reconstruction or construction within ninety (90) days from the date the destruction takes place and shall go forward with all deliberate speed so that the construction or reconstruction, repair or replacement, shall be completed, if possible, within nine (9) months from the date of damage.

21.5. Maintenance, Repair and Replacements.

Neighborhood Common Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all buildings, improvements, storm water management system, personal property and furniture, fixtures and equipment of the Association upon the Common Elements, including driveways, landscaping, and lawn and sprinkler service, in a manner consistent with the development of the Condominium and in accordance with the covenants and restrictions contained herein, and in conformity with the Master Declaration, the other Master Documents, and with all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction thereover including the statutes and laws of the State of Florida and the United States. This shall include any expenses attributable to the maintenance and repair and replacement of pumps

or other equipment, if any, located upon or servicing the Condominium Property, pursuant to agreements between the Association and utility corporations. Any expenses for replacements which would not be in the nature of normal repair and maintenance shall be the subject of a Special Assessment as provided in Paragraph 20.3 of this Declaration.

21.6. Administrative and Operational Expenses.

The costs of administration of the Association including, but not limited to, any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association as to the Condominium shall be deemed to be Neighborhood Common Expenses. In addition, it is contemplated that 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 Condominium Property and carrying out the obligations of the Association hereunder. The fees or costs of this or any other management company or contractors so retained shall be deemed to be part of the Neighborhood Common Expenses hereunder as will fees which may be required to be paid to the Division of Florida Condominiums, Timeshares and Mobile Homes from time to time.

21.7. Shared Facilities Expenses.

The costs and expenses incurred by Condominium I Association in administering, operating, reconstructing, maintaining, repairing and replacing the Shared Facilities as more particularly described in the Shared Facilities Agreement as to the Condominium shall be deemed to be Neighborhood Common Expenses.

21.8. Indemnification.

The Association covenants and agrees that it will indemnify and hold harmless the officers and the members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Condominium Property or the appurtenances thereto from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that the officers and directors may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Declaration to be kept and performed by the Association.

21.9. Compliance with Laws.

The Association shall take such action as it determines necessary or appropriate in order for the Common Elements 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 a Neighborhood Common Expense.

21.10. Failure or Refusal of Home Owners to Pay Annual Assessments.

Funds needed for Neighborhood Common Expenses due to the failure or refusal of Home Owners to pay their Annual Assessments levied shall, themselves, be deemed to be Neighborhood Common Expenses and properly the subject of a Neighborhood Assessment.

21.11. Extraordinary Items.

Extraordinary items of expense under this Declaration such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment.

21.12. Matters of Special Assessments Generally.

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Neighborhood Documents or the Master Declaration must also be approved by a majority vote of the Home Owners at any meeting of members of the Association having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Condominium Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditure shall be the subject of a Special Assessment.

21.13. Costs of Reserves.

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Common Elements and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be a Neighborhood Common Expense. Reserves shall be levied, assessed and/or waived in accordance with the Act. 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 Home Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

21.14. Miscellaneous Expenses.

Neighborhood Common Expenses shall include the cost of all items of costs or expense pertaining to or for the benefit of the Association or the Common Elements or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Neighborhood Common Expense by the Board.

21.15. Property to be Owned or Maintained by the Association

Notwithstanding the current ownership of any real or personal property by Developer, in the event it is contemplated that such property will be owned or is to be maintained by the Association, then the costs associated by the ownership or maintenance shall be a Neighborhood Common Expense commencing with the recordation of this Declaration.

22. PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

22.1. Subdivision.

Except regarding such rights as may be granted by Developer hereunder, the space within any of the Homes and Common Elements shall not be further subdivided. No time share units may be created in any portion of the Condominium Property. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Home shall be deemed to describe the entire Home owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

22.2. Incorporation of Section 718.107.

The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

23. PROVISIONS RELATING TO SEVERABILITY

If any provision of this Declaration, any of the other Neighborhood Documents or the Act is held invalid, the validity of the remainder of this Declaration, the Neighborhood Documents or the Act shall not be affected.

24. PROVISIONS RELATING TO INTERPRETATION

24.1. Titles.

Article, Paragraph and subparagraph titles in this Declaration are intended only for convenience and for ease of reference, and in no way do such titles define, limit or in any way affect this Declaration or the meaning or contents of any material contained herein.

24.2. Gender.

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

24.3. Member.

As used herein, the term “member” means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

24.4. Rule Against Perpetuities.

In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the “rule against perpetuities” or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, “measuring lives” shall be that of the incorporator of the Association.

25. PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Home Owner shall be governed by and shall comply with the Act and all of the Neighborhood Documents as such Neighborhood Documents may be amended and supplemented from time to time. Failure to do so shall entitle the Association, any Home Owner or any Institutional Mortgagee holding a mortgage on any portion of the Condominium Property to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Neighborhood Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of a Home Owner to comply with the terms of the Neighborhood Documents, the prevailing party shall be entitled to recover the costs of the proceeding and Legal Fees. The failure of the Board to object to Home Owners’ or other parties’ failure to comply with covenants or restrictions contained herein or in any of the other Neighborhood Documents (including the rules and regulations promulgated by the Board) now or hereafter promulgated shall in no event be deemed to be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Neighborhood Documents.

26. PROVISIONS FOR ALTERATIONS OF HOMES BY DEVELOPER

26.1. Developer’s Reserved Right.

Developer reserves the right to alter, change or modify the interior design and arrangement of all Homes and to nonmaterially alter the boundaries between the Homes as long as Developer owns the Homes so altered (which alterations in Developer’s Homes are hereinafter referred to as the “Alterations”). Any material alterations require the majority approval of the Voting Interests in the Condominium and the approval of the ARC of the Master Association.

26.2. Alterations Amendment

Any Alterations which will alter the boundaries of existing Common Elements of this Condominium other than interior walls abutting Homes owned by Developer and the Common Elements therein and not including proposed Common Elements of any Subsequent Phase not then submitted to condominium ownership will first require an amendment to this Declaration in the manner provided in Article 27 hereof.

In the event Alterations do not require an amendment in accordance with the above provisions, then, as long as Developer owns the Homes being affected, an amendment of this Declaration shall be filed by Developer ("Developer's Amendment") in accordance with the provisions of this Paragraph. Such Developer's Amendment need be signed and acknowledged only by Developer and need not be approved by the Association, Home Owners or lienors or mortgagees of the Homes, whether or not such approvals are elsewhere required for an amendment of this Declaration; provided, however, if the amendment is material, then the consent of a majority of the Home Owners is also required.

27. PROVISIONS FOR AMENDMENTS TO DECLARATION

27.1. General Procedure.

Except as to the Amendment described in Paragraph 26.2 hereof, and the matters described in Paragraphs 27.2, 27.3, 27.4, 27.5, 27.6 and 27.7 below, and except when a greater percentage vote is required by this Declaration for a certain action (in which case such greater percentage shall also be required to effect an amendment), this Declaration may be amended at any regular or special meeting of the Home Owners called and held in accordance with the Bylaws, by the affirmative vote of not less than two-thirds (2/3) of the Home Owners; provided that any amendment shall also be approved or ratified by a majority of the Board as a whole. An amendment to this Declaration shall be evidenced by an amendment executed by the Association and the amendment shall be recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to Developer and to all Institutional Mortgagees ("Mailing"). The amendment shall become effective upon the recording of the amendment amongst the Public Records, but the amendment shall not be recorded until sixty (60) days after the Mailing, unless such sixty (60) day period is waived in writing by Developer and all Listed Mortgagees. Developer reserves the right to make changes to this Declaration, acting alone, to the fullest extent allowed by law.

27.2. Material Alteration.

Except as otherwise provided in this Declaration, no amendment of this Declaration shall change the configuration or size of any Home in any material fashion, materially alter or modify the appurtenances to such Home, change the proportion or fractional interest by which the Home Owner shares the Neighborhood Common Expenses and owns the Common Surplus and Common Elements or the Home's voting rights in the Association, unless: (i) the record owner of the Home; and (ii) provided that the record owners of not less than sixty-six and two-thirds percent (66 2/3%) of all other Homes approve the amendment. Any such amendments shall be recorded in the same manner

as provided in Paragraph 27.1; provided, however, no amendment to this Declaration shall change the method of determining Annual Assessments unless approved in writing by the Institutional Mortgagees holding mortgages encumbering two-thirds (2/3) of the Homes encumbered by mortgages held by Institutional Mortgagees; and further provided, however, no amendments of a material adverse nature to Institutional Mortgagees shall be valid unless approved by Institutional Mortgagees that represent at least fifty-one percent (51%) of the votes of Homes that are subject to its mortgages.

27.3. Defect, Error or Omission.

Whenever it shall appear to the Board that there is a defect, error or omission in this Declaration, or in other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call for a special meeting of the Home Owners to consider amending this Declaration or other Neighborhood Documents. Upon the affirmative vote of one-third (1/3) of the Home Owners present in person or by proxy, with there being more positive votes than negative votes, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent in conformance with the Mailing. The amendment shall become effective upon the recording of the amendment amongst the Public Records, but the amendment shall not be recorded until sixty (60) days after the Mailing, unless such sixty (60) day period is waived in writing by Developer and all Listed Mortgagees.

27.4. Rights of Developer, the Association, and Institutional Mortgagees.

No amendment shall be passed which shall impair or prejudice the rights or priorities of Developer, the Association or any Institutional Mortgagee under this Declaration and the other Neighborhood Documents without the specific written approval of Developer, the Association, or any Institutional Mortgagees affected thereby. In addition, any amendment that would affect the surface water management system, including the conservation areas or water management portions of the Common Elements, must have the prior approval of the South Florida Water Management District, Master Declarant and/or the Association.

27.5. Scrivener's Error.

The Association may amend this Declaration and any exhibits hereto, in order to correct a scrivener's error or other defect or omission by the affirmative vote of two-thirds (2/3) of the Board without the consent of the Home Owners provided that such amendment does not materially and adversely affect the rights of Home Owners, lienors or mortgagees. This amendment shall be signed by the President of the Association and a copy of the amendment shall be furnished to the Association and all Listed Mortgagees and sent pursuant to the Mailing as soon after recording thereof amongst the Public Records, as is practicable.

27.6. Amendments Required by Secondary Mortgage Market Institutions.

Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Home Owners, file any amendment to this Declaration, the Articles and/or the Bylaws

which may be required by an Institutional Mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

27.7. Veterans Administration Approval.

In the event that the Condominium receives Veterans Administration project approval, any amendment to this Declaration, the Articles, Bylaws or any other enabling documentation, excluding amendments to add phases, while Developer is in control of the Association must be approved by the Administration of Veteran Affairs.

27.8. Amendment Regarding Tenants.

Any amendment to any of the Neighborhood Documents granting the Association or the Board the right to approve or in any manner screen tenants of any Home Owner must first be approved by a majority of the Board and three-fourths (3/4) of all Home Owners (at a duly called meeting of the Home Owners at which a quorum is present).

27.9. Neighborhood Documents and Master Documents.

The Articles, Bylaws and other Neighborhood Documents shall be amended as provided in such documents. The Master Declaration, Articles of Incorporation of the Master Association and Bylaws of the Master Association shall be amended as provided in the respective Master Documents.

27.10. Form of Amendment.

To the extent required by the Act, as amended from time to time, no provision of this Declaration shall be revised or amended by reference to its title or number only and proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens; provided, however, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicated for words added or deleted, but, instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial Rewording of Declaration. See provision ___ for present text." Notwithstanding anything herein contained to the contrary, however, failure to comply with the above format shall not be deemed a material error or omission in the amendment process and shall not invalidate an otherwise properly promulgated amendment.

28. PROVISIONS SETTING FORTH THE RIGHTS OF DEVELOPER TO SELL HOMES OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN ARTICLE 17

28.1. Developer's Right to Convey.

The provisions, restrictions, terms and conditions of Article 17 hereof, other than those provisions relating to leasing, pets and vehicle restrictions, shall not apply to Developer as a Home Owner, for so long as Developer holds any Homes for sale in the ordinary course of business. During such time, Developer shall have the absolute right to sell, convey, transfer, mortgage or encumber in any way any such Home upon any terms and conditions as it shall deem to be in its own best interests. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Homes, including, but not limited to, having a sales office, using the services of any broker or advertising Homes for sale.

28.2. Developer's Right to Transact Business.

Developer reserves and shall have the right to enter into and transact on the Condominium Property and other portions of Sandpiper Cove II at Botanica any business necessary to consummate the sale, lease or encumbrance of Homes including the right to maintain models and a sales and/or leasing office, place signs, employ sales personnel, hold promotional parties, use the Common Elements and show Homes and including the right to carry on construction activities of all types necessary to construct all improvements in Sandpiper Cove II at Botanica pursuant to the plan for development as set forth in Articles 5, 6 and 10 hereof. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales and/or leasing efforts shall not be considered a part of the Common Elements and shall remain the property of Developer. Developer reserves the right for itself and any of its affiliates to utilize the models for other communities, as Developer and/or any of Developer's affiliates may so determine, in their sole discretion.

28.3. Assignment.

This Article 28 may not be suspended, superseded or modified in any manner by any amendment to this Declaration, unless such amendment is consented to in writing by Developer. The right of use and transaction of business as set forth in this Article 28 may be assigned in writing by Developer in whole or in part.

29. GENERAL PROVISIONS

29.1. Withdrawal Notice and Other Homes.

29.1.1. Rights of Developer. Nothing contained in this Declaration shall be deemed to prohibit Developer from developing any condominium units or other types of residential developments, if approved by the applicable governmental authorities, other than the Homes within the Condominium ("Other Homes"), upon any portion of any Subsequent Phase with respect to which Developer has recorded amongst the Public Records a Withdrawal Notice.

29.1.2. Rights of Home Owners of Other Homes to Use "Common Areas" (as defined in the Master Declaration) and Easements Created for Access. In the event that Developer constructs Other Homes, the owners of such Other Homes ("Other Home Owners") and their family members,

guests, invitees, and lessees may have as an appurtenance to and a covenant running with such Other Homes: (i) the right to use and enjoy any landscaped areas, walks, drives, parking areas, other facilities and improvements, in the same manner and with the same privileges as Home Owners have or may have from time to time; (ii) a perpetual nonexclusive easement over, across and through the Condominium Property for the use and enjoyment thereof and from and to public ways, including dedicated streets; and (iii) the right to use and enjoy the "Common Areas." Home Owners shall have a similar perpetual nonexclusive easement for ingress and egress and access to, over and across the walks and other rights-of-way located upon the portion of the Land covered by a Withdrawal Notice from and to public ways, including dedicated streets, subject to rules and regulations established by the Association governing the use and enjoyment of such easements. The Association shall not establish any rule or regulation with respect to the use and enjoyment of the easements created by this Paragraph 29.1.2 which do not apply uniformly to the Home Owners, Other Home Owners and their respective family members, guests, invitees and lessees.

29.1.3. Obligations of Other Homes. In the event that Developer develops Other Homes, and in the event Developer elects to have the Association operate Other Homes, the Association shall itemize separately in the annual budget of the Association and all adjustments and revisions thereto, the expenses ("Other Home Expenses") anticipated to be incurred by the Association for the Other Homes. The Other Home Expenses shall be assessed among all existing Homes and the "Other Homes Subject to Neighborhood Assessment" (as hereinafter defined). Each Home's share of the Other Home Expenses shall be the product of the multiplication of the Other Home Expenses multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the "Total Homes" (as hereinafter defined). Each Other Home Subject to Neighborhood Assessment shall also be responsible for its proportionate share of any expense which would be subject to a Special Assessment against Homes. "Other Homes Subject to Neighborhood Assessment" shall mean the total number of Other Homes developed from time to time on any portion of the Land originally intended to be a Subsequent Phase with respect to which Developer has recorded amongst the Public Records a Withdrawal Notice and to which Developer has granted the right to use the improvements, which shall become subject to assessment as provided in Paragraph 30.1 upon the recording amongst the Public Records of a declaration of condominium submitting such Other Homes to the condominium form of ownership or a declaration of covenants and restrictions submitting such Other Homes to another form of ownership of real property. "Total Homes" as used herein shall mean the sum of the number of Homes within the Condominium and the number of Other Homes Subject to Neighborhood Assessment as determined from time to time. In the event of condemnation of any Other Homes Subject to Neighborhood Assessment, assessments against such Other Homes Subject to Neighborhood Assessment shall be reduced or eliminated on the same basis as Neighborhood Assessments shall be reduced or eliminated with respect to Homes.

29.1.4. Liens upon Other Homes. There shall be a charge on and continuing lien upon all Other Homes Subject to Neighborhood Assessment against which assessment is made as provided in Paragraph 29.1.3 which shall be subject to all provisions herein to which Homes are subject, including, but not limited to, the rights of foreclosure of Other Homes Subject to Neighborhood Assessment and such right shall be set forth in the documents establishing the Other Homes.

29.1.5. Conflict with Other Provisions. The matters set forth in Paragraphs 29.1.2, 29.1.3 and 29.1.4 shall only become applicable if, as and when Developer develops Other Homes, and, in such event, shall control in the event of any conflict between the terms and provisions of such Paragraphs 29.1.2, 29.1.3 and 29.1.4 and the terms and provisions of any other Paragraphs in this Declaration. Amendment of this Article 29 shall require, in addition to any votes or approvals elsewhere required, the written consent of Developer for so long as Developer owns any Homes or Other Homes for sale in the ordinary course of business. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Homes, including, but not limited to, having a sales office, using the services of any broker or advertising Homes for sale..

29.1.6. Merger. In the event Developer develops Other Homes which are submitted to the condominium form of ownership, and the Other Homes are to be operated by the Association as a separate condominium, the Association may merge the condominiums operated by the Association by calling a special meeting for such purpose, obtaining the affirmative vote of seventy-five percent (75%) of the owners in each such condominium, obtaining the approval of all record owners of liens, and upon the recording of new or amended Articles of Incorporation, Declarations, and Bylaws.

29.1.7. Use of Another Association. Notwithstanding the foregoing provisions, nothing shall prevent Developer from creating another association to operate the Other Homes.

29.2 Multicondominium.

In the event there are Other Homes, as described in Paragraph 29.1 hereinabove, which are units in a condominium or condominiums operated by the Association ("Multicondominium"), then in addition to the provisions of Paragraph 29.1, the following provisions shall also apply.

The assets, liabilities, common surplus and liability for the Common Expenses of the Association which are not Common Expenses attributable to a particular condominium or condominiums ("Association Expenses") shall be equal as to each condominium unit operated by the Association. The Neighborhood Assessment for Association Expenses as to each condominium shall be determined by dividing the Association Expenses by the total number of condominium units operated by the Association. As to each condominium, this amount shall be multiplied by the number of units in the condominium, which amount shall be added to the common expenses of the condominium to be levied and assessed against the unit owners thereof in accordance with the declaration of condominium for that condominium. The share of each Other Home Owner in a Multicondominium in the Common Surplus of the Association shall be determined in the same manner.

Developer currently has no plans to have Other Home Owners in any such Multicondominium share common elements, other than the easement provided in subparagraph 29.1.2 hereinabove, or to add any property to be owned by the Association.

In the event Developer creates a Multicondominium, each Multicondominium unit shall have appurtenant thereto one (1) vote in the Association, which shall be exercised personally by the unit owner.

29.3. Severability.

Invalidation of any one of these covenants or restrictions or of any of the terms and conditions herein contained shall in no way affect any other provisions which shall remain in full force and effect.

29.4. Rights of Mortgagees.

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

29.4.2. Rights of Listed Mortgagee. Upon written request to the Association identifying the name and address of the Listed Mortgagee of a mortgage encumbering a Home and the legal description of such Home, the Association shall provide such Listed Mortgagee with timely written notice of the following:

29.4.2.1. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Home encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;

29.4.2.2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

29.4.2.3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Home; and

29.4.2.4. Any failure by a Home Owner owning a Home encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his or her obligations under the Neighborhood Documents, including, but not limited to, any delinquency in the payment of Annual Assessments or Special Assessments, or any other charge owed to the Association by said Home Owner where such failure or delinquency has continued for a period of sixty (60) days.

29.4.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled free of charge to financial statements from the Association for the prior fiscal year and the same shall be furnished within a reasonable time following such request.

29.4.4. Right to Cover Cost. Developer (until the Majority Election Date) and any Listed Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the Neighborhood Assessments which are in default and which may or have become a charge against any Home. Further, Developer (until the Majority Election Date) and any

Listed Mortgagees shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay insurance premiums or fidelity bond premiums or any New Total Tax on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to New Total Taxes, where such tax is in default and which may or has become a charge against the Condominium Property. Developer and any Listed Mortgagees paying insurance premiums or any New Total Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, Legal Fees.

29.5. Developer Approval of Association Actions.

Notwithstanding anything in this Declaration to the contrary, while Developer holds Homes for sale or lease in the ordinary course of business (as used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Homes, including, but not limited to, having a sales office, using the services of any broker or advertising Homes for sale), none of the following actions may be taken without approval in writing by Developer:

- (i) Assessment of Developer as a Home Owner for capital improvements; and
- (ii) Any action by the Association that would be detrimental to the sale or leasing of Homes by Developer.

The determination as to what actions would be detrimental or what constitutes capital improvements shall be in the sole discretion of Developer; provided, however, that an increase in assessments for Neighborhood Common Expenses without discrimination against Developer shall not be deemed to be detrimental to the sale or lease of Homes.

29.6. 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: (i) any Home Owner, at the address of the person whose name appears as the Home 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 Home owned by such Home Owner; (ii) the Association, certified mail, return receipt requested, at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, or such other address as the Association shall hereinafter notify Developer and the Home Owners of in writing; (iii) Developer, certified mail, return receipt requested, at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, or such other address or addresses as 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 Home Owners. Upon request of a Home Owner the Association shall furnish to such Home Owner the then current address for Developer as reflected by the Association records.

29.7. No Time-Share Estates.

Pursuant to the requirements of Section 718.403(f) of the Act, it is hereby specified that no time share estates will be created with respect to Homes in any Phase.

29.8. Assignment of Developer's Rights.

Developer shall have the right to assign, in whole or in part, any of its rights granted under this Declaration. No Home Owner or other purchaser of a portion of the Land shall, solely by the purchase, be deemed a successor or assignee of any rights granted to Developer under this Declaration, unless such purchaser is specifically designated as such in an instrument executed by Developer

29.9. Working Fund Contribution.

Developer shall establish the initial working fund contribution ("Working Fund Contribution") for the purposes of meeting unforeseen expenditures or to purchase any additional equipment or services. Each Home Owner, upon acquisition of his or her Home from Developer, shall pay a Working Fund Contribution to the Association in the amount of One Thousand and 00/100 Dollars (\$1,000.00). Any amounts paid into this fund are not to be considered as advance payments of Neighborhood Assessments. The Working Fund Contribution may be used by the Association for any purposes, including to meet and pay for operating expenses of the Condominium. Developer may reimburse itself for funds it voluntarily paid the Association for a prepayment of a Home's share of the Working Fund Contribution by using Working Fund Contributions collected at closing when the Home is sold by Developer.

29.10. Partition of Common Elements.

The undivided share in the Common Elements which is appurtenant to a Home shall not be separated from the Home and shall pass with the title to the Home, whether or not separately described. Any purported conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of an individual interest in the Common Elements will be void unless the Home to which that interest is appurtenant is also transferred.

29.11. Documents.

Any person reading this Declaration is hereby put on notice that this Condominium is part of Botanica and, as such, is subject to the Master Documents, as such documents may be amended from time to time. These documents and all amendments thereto are superior to this Declaration and should be read in conjunction with this Declaration and other Neighborhood Documents.

29.12. Security.

The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium safer than it otherwise might be. Developer shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Developer. Additionally, NEITHER DEVELOPER, MASTER DECLARANT, THE MASTER ASSOCIATION NOR THE ASSOCIATION MAKE ANY

REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL HOME OWNERS AGREE TO HOLD DEVELOPER, MASTER DECLARANT, THE MASTER ASSOCIATION AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, MASTER DECLARANT, THE MASTER ASSOCIATION, DEVELOPER, ANY SUCCESSOR MASTER DECLARANT, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM. NEITHER THE ASSOCIATION, MASTER DECLARANT, THE MASTER ASSOCIATION, DEVELOPER, ANY SUCCESSOR MASTER DECLARANT, NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL HOME OWNERS AND OCCUPANTS OF ANY HOME, AND TENANTS, GUESTS AND INVITEES OF A HOME OWNER, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, THE MASTER ASSOCIATION AND ITS BOARD, DEVELOPER, MASTER DECLARANT, ANY SUCCESSOR MASTER DECLARANT OR ANY SUCCESSOR DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DEVELOPER, MASTER DECLARANT, THE MASTER ASSOCIATION, OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH HOME OWNER AND OCCUPANT OF ANY HOME AND EACH TENANT, GUEST AND INVITEE OF A HOME OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD, THE MASTER ASSOCIATION AND ITS BOARD, MASTER DECLARANT AND ANY SUCCESSOR MASTER DECLARANT, DEVELOPER, OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH HOME OWNER AND OCCUPANT OF ANY HOME AND EACH TENANT, GUEST AND INVITEE OF A HOME OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD, THE MASTER ASSOCIATION AND ITS BOARD, MASTER DECLARANT AND ANY SUCCESSOR MASTER DECLARANT, DEVELOPER, OR ANY SUCCESSOR DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY HOME OWNER OR OCCUPANT OF ANY HOME, OR ANY TENANT, GUEST OR INVITEE OF A HOME OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE CONDOMINIUM, IF ANY.

29.13. Rights To Use Names; License Agreements.

The names "Sandpiper Cove II at Botanica" and all similar or derivative names, along with all logos associated therewith, are the proprietary trade names and service marks of Centex Homes, or its Affiliates. No person shall use such trade names or service marks for advertising or any other purpose in any promotional material, whether printed, audio, video, or otherwise, in any signage, or in any logo or depiction or in any other fashion or manner without the prior written consent of the person who owns such mark in each instance.

Notwithstanding the above, Home Owners may use the name "Sandpiper Cove II at Botanica" where such term is used solely to specify that their particular Home is located within the community (subject, however, to such terms and conditions as Master Declarant may impose in order to protect any registered trade names and service marks).

The mark or trademark owner may condition such use of the mark by the Association or any Home Owner upon the signing of one or more license agreement(s) which are intended to protect the trade names and service marks from unauthorized use by others. Such license agreement(s) shall be non-exclusive, non-transferable, in form and substance acceptable to the owner of the mark.

29.14. Waiver of Jury Trial.

Neither Developer nor the Association shall seek a jury trial in the event of any litigation arising out of this Declaration or as a result of any relationship between or among Developer and the Association, including, without limitation, any claim arising out of the statutory warranties provided in Section 718.203 of the Act. In that regard, it is hereby acknowledged and agreed that DEVELOPER AND THE ASSOCIATION HEREBY MUTUALLY, KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY, AND NEITHER OF THEM SHALL SEEK A TRIAL BY JURY, IN ANY LAWSUIT OR PROCEEDING (INCLUDING, WITHOUT LIMITATION, ANY COUNTERCLAIM) BASED UPON, ARISING OUT OF OR RELATED TO THIS DECLARATION, INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING OUT OF THE STATUTORY WARRANTIES PROVIDED IN SECTION 718.203 OF THE ACT. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE AND SHALL BE SUBJECT TO NO EXCEPTIONS.

30. PROVISIONS RELATING TO TERMINATION

The Condominium may be terminated in the following manner:

30.1 Agreement.

The Condominium may be terminated at any time by written agreement of the Home Owners of at least three fourths (3/4) of the Homes and the written consent of eligible mortgage holders representing at least 67% of the votes of the Homes. Any action to terminate the Condominium after substantial destruction or condemnation requires the consent of eligible mortgage holders representing at least 51% of the votes of the Homes. Further, in order to terminate the Condominium for any other reason, the consent of eligible mortgage holders representing at least 67% of the votes of the Homes must be obtained. If an eligible mortgage holder fails to submit a response to any

written proposal for such an amendment within sixty (60) days after it receives proper notice of the proposal, then such mortgage holder shall be deemed to have approved the termination amendment.

30.2. Very Substantial Damage.

If the Condominium suffers “very substantial damage” to the extent defined in Section 14.6 above, and it is not decided as provided in Section 14.6 above that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

30.3. Certificate of Termination; Termination Trustee.

The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice President of the Association with the formalities of a deed, and certifying to the facts effecting the termination. The certificate also shall include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, designated by the Association as Termination Trustee. The certificate shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of the County. The recording of the Certificate of Termination automatically divests the Association and all Home Owners of legal title and vests legal title to all real and personal property formerly the Condominium Property in the Termination Trustee named in the Certificate of Termination without need for further conveyance. Beneficial title to the Property is owned by the former Home Owners as tenants in common in the same undivided shares each Home Owner previously owned in the Common Elements. On termination, each lien encumbering a Home shall be transferred automatically to the equitable share in the Property attributable to the Home encumbered by the lien with the same priority. Termination incident to a merger of this Condominium with another under Section 29.1.6 above shall not require the designation of a Termination Trustee.

30.4. Wind-up of Association Affairs.

The termination of the Condominium does not, by itself, terminate the Association. The former Home Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and Bylaws for the purpose of winding up the affairs of the Association in accordance with this Section.

30.5 Notice to Division

When the Board intends to terminate or merge the Condominium, or dissolve or merge the Association, the Board shall so notify the Division of Florida Condominiums, Timeshares and Mobile Homes (“Division”) before taking any action to terminate or merge the Condominium or the Association. Upon recordation of the Certificate of Termination in the Public Records, the Association shall, within thirty (30) business days, notify the Division of the termination. Such notice shall include the date the Certificate of Termination was recorded, the County, and the

Official Records book and page number where recorded, together with a copy of the recorded Certificate of Termination, certified by the Clerk of Courts of the County.

This is not a certified copy

IN WITNESS WHEREOF, Developer has caused these presents to be duly executed this 22nd day of November, 2013.

WITNESSES:

[Signature]

Signature

Christina Diekmann

Printed Name

[Signature]

Signature

LAURA A RAY

Printed Name

CENTEX HOMES, a Nevada general partnership
BY: CENTEX REAL ESTATE CORPORATION
a Nevada corporation, Its: General Partner

By: [Signature]

Printed Name: Richard McCormick

Its: Vice President, Land

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF LEE)ss

The foregoing instrument was acknowledged before me this 22nd day of November, 2013, by RICHARD McCORMICK, the VICE PRESIDENT - LAND of the South Florida Division of CENTEX REAL ESTATE CORPORATION, a Nevada corporation on behalf of the corporation, as the General Partner of CENTEX HOMES, a Nevada general partnership, who is personally known to me.

[Signature]
Notary Public
My Commission Expires:



EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
OF
SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM

Legal Description of the Land

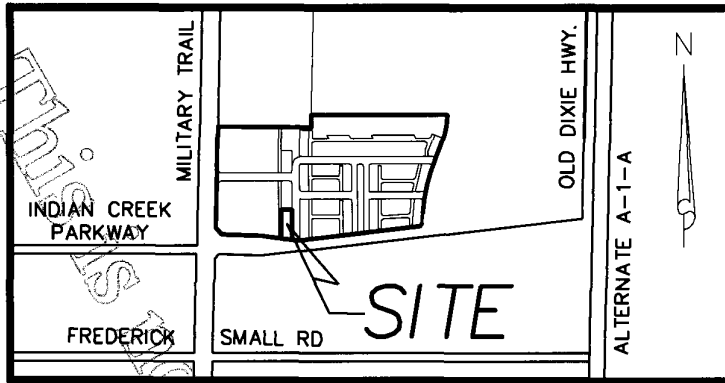
Please refer to the legal descriptions for Phases 1 through 4 and Phase 9 of Sandpiper Cove II at Botanica, a Condominium, which are part of Exhibit B hereof, which in the aggregate comprise the Land.

EXHIBIT B
DECLARATION OF CONDOMINIUM
OF
SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM

Legal Descriptions and Surveys, Plot Plans and Graphic Descriptions of
Improvements for Phases 1 through 4 and Phase 9

This is not a certified copy

SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM



LOCATION MAP
NOT TO SCALE

SHEET INDEX

- 1 DESCRIPTION AND CERTIFICATION
- 2 SURVEYOR'S REPORT
- 3 SKETCH
- 4 UNIT PLAN FIRST FLOOR
- 5 UNIT PLAN SECOND FLOOR
- 6 FRONT ELEVATION
- 7 SIDE ELEVATIONS

DESCRIPTION

A PORTION OF TRACT RC-19, "SEA PLUM", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 105, PAGES 138 THROUGH 144, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT RC-19; THENCE SOUTH 00°00'00" WEST, ALONG THE WEST LINE OF SAID TRACT RC-19, A DISTANCE OF 184.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF SAID TRACT RC-19, A DISTANCE OF 174.52 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND WESTERLY ON THE ARC OF SAID CURVE, AND ALONG THE BOUNDARY OF SAID TRACT RC-19, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 97°33'56", A DISTANCE OF 25.54 FEET TO THE POINT OF TANGENCY; THENCE NORTH 82°26'04" WEST, ALONG THE SOUTH LINE OF SAID TRACT RC-19, A DISTANCE OF 53.49 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 182.35 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 13,024 SQUARE FEET, MORE OR LESS.

CERTIFICATION

I HEREBY CERTIFY THAT THE ENCLOSED SHEETS 1 THROUGH 7, INCLUSIVE, IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN TO INCLUDE THE COMMON ELEMENTS AND UNITS, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS FOR PHASE 3 IS SUBSTANTIALLY COMPLETE SUCH THAT THIS MATERIAL, TOGETHER WITH THE PROVISION OF THE DECLARATION OF CONDOMINIUM FOR SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT WITH SAID CONDOMINIUM CAN BE DETERMINED FROM THESE MATERIALS. I FURTHER CERTIFY THAT THIS CONDOMINIUM BOUNDARY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17.050, PURSUANT TO CHAPTER 718.104(e), FLORIDA STATUTES.

DATE OF SURVEY: OCTOBER 26, 2013

LIDBERG LAND SURVEYING, INC.

BY: _____

DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613

LIDBERG LAND SURVEYING, INC.

LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

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REF.

FLD.	FB/PCS. 406/88-89 632/23-24 640/89	641/37	JOB	12-111B-308A
OFF.	D.P.K.		DATE	10-26-2013
CKD.	D.C.L.	SHEET 1 OF 7	DWG.	A12-111A

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM

SURVEYOR'S REPORT

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE.
2. SURVEY BASED ON THE PLAT OF SEA PLUM, AS RECORDED IN PLAT BOOK 105, PAGES 138 THROUGH 144.
3. LEGAL DESCRIPTION BASED ON OFFICIAL RECORD BOOK 19225,PAGE 139.
4. BEARING BASIS: NORTH 00°00'00" WEST ALONG THE EAST LINE OF TRACT "C-1"; SEA PLUM, AS RECORDED IN PLAT BOOK 105, PAGES 138 THROUGH 144.
5. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE B, PER FLOOD INSURANCE RATE MAP NO. 120192 0108 B
6. TOTAL AREA = 13,024 SQUARE FEET.
7. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY LIDBERG LAND SURVEYING, INC.
8. THE EXPECTED USE OF THE SUBJECT PROPERTY FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
9. ELEVATIONS SHOWN ARE BASED ON N.G.V.D. OF 1929
10. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE. PREPARED FOR: PULTE GROUP, INC.
11. © COPYRIGHT 2013 BY LIDBERG LAND SURVEYING, INC.
THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY. THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.

<b style="font-size: 2em;">LIDBERG LAND SURVEYING, INC. <small>675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454</small> LB4431	CAD. K:\AUTOCAD2000\134142\105-138\12-111\DWG\12-111B-308A.DWG			
	REF.			
	FLD. -	FB/PGS. 406/68-69 632/23-24 640/69	641/37	JOB 12-111B-308A
	OFF. D.P.K.			DATE 10-26-2013
	CKD. D.C.L.	SHEET 2	OF 7	DWG. A12-111A

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM

SEA PLUM
REMAINDER OF TRACT "RC-19"
(PB 105, PG 138)
(NOT INCLUDED)



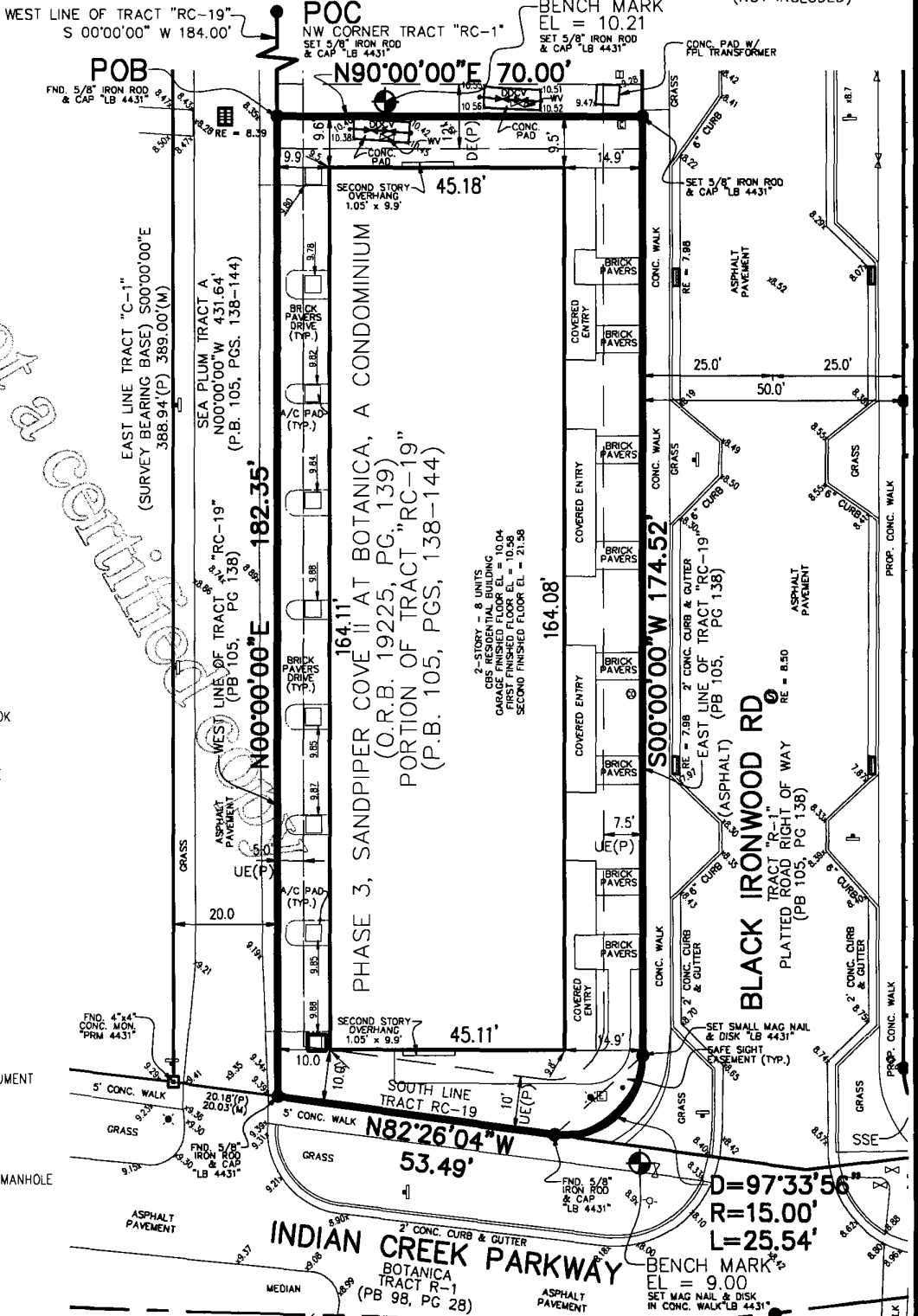
GRAPHIC SCALE IN FEET

LEGEND

- CABLE TV RISER
- CATCH BASIN
- CLEAN OUT
- CURB INLET
- ELECTRICAL BOX
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- SANITARY MANHOLE
- SIGN
- STORM MANHOLE
- TELEPHONE RISER
- WATER VALVE
- SET IRON ROD & CAP "LB #4431" UNLESS OTHERWISE NOTED

ABBREVIATIONS

- D = ARC DELTA OR INCLUDED ANGLE
- L = ARC LENGTH
- R = ARC RADIUS
- A/C = AIR CONDITIONER
- (C) = CALCULATED
- C.B.S. = CONCRETE BLOCK STRUCTURE
- C.M.B. = COMMISSIONERS' MINUTES BOOK
- CMH = CONFLICT MANHOLE
- CONC. = CONCRETE
- D.B. = DEED BOOK
- DDCV = DOUBLE DETECTOR CHECK VALVE
- DE = DRAINAGE EASEMENT
- F.H. = FIRE HYDRANT
- FFE = FINISHED FLOOR ELEVATION
- FND. = FOUND
- F.P.L. = FLORIDA POWER & LIGHT
- I.P. = IRON PIPE
- INV. = INVERT
- I.R. = IRON ROD
- LB = LICENSED BUSINESS
- LP = LIGHT POLE
- LS = LICENSE SURVEY
- (M) = MEASURED
- MH = MANHOLE
- M.H.W. = MEAN HIGH WATER
- MON. = MONUMENT
- O.R.B. = OFFICIAL RECORD BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- R.O.W. = RIGHT-OF-WAY
- RCP = REINFORCED CONCRETE PIPE
- R.P.B. = ROAD PLAT BOOK
- (S) = SURVEY
- SLP = STOP LIGHT POLE
- SMH = SANITARY MANHOLE
- SBTMH = SOUTHERN BELL TELEPHONE MANHOLE
- SSE = SAFE SITE EASEMENT
- STMH = STORM MANHOLE
- TB = TRAFFIC BOX
- TLP = TRAFFIC LIGHT POLE
- TV = TELEVISION
- UE = UTILITY EASEMENT
- WP = WOOD POLE
- WUP = WOOD UTILITY POLE
- WV = WATER VALVE



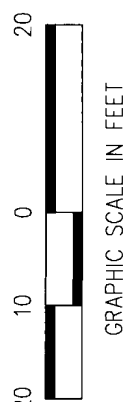
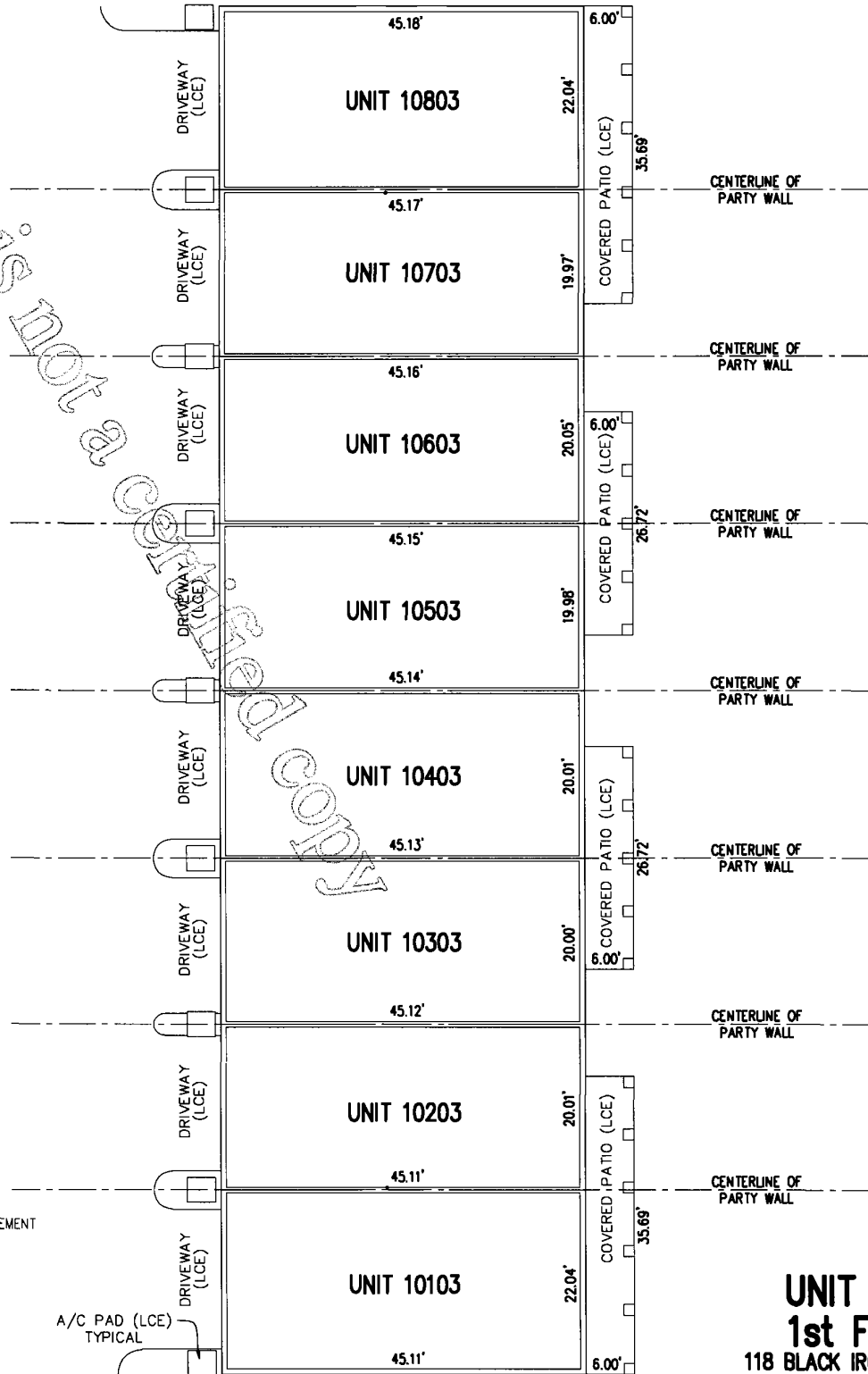
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CKD.	D.C.L.	SHEET 3 OF 7	DWG. A12-111A

SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM

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ABBREVIATIONS:
 A/C = AIR CONDITIONER
 LCE = LIMITED COMMON ELEMENT

UNIT PLAN
1st FLOOR
 118 BLACK IRONWOOD ROAD

LIDBERG LAND SURVEYING, INC.

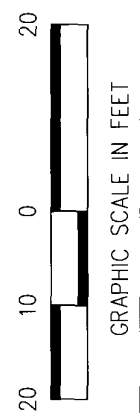
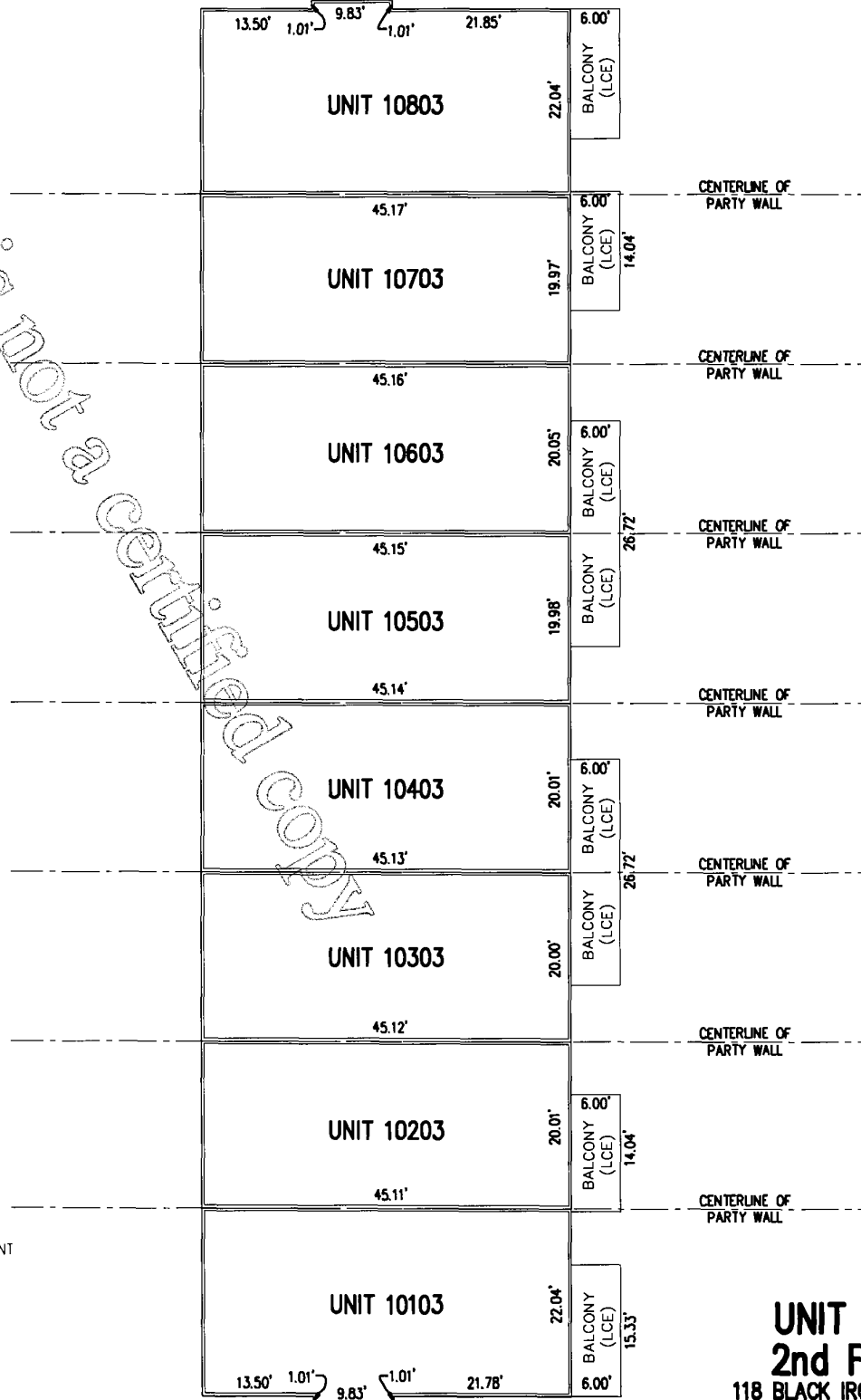
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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM

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ABBREVIATIONS:
A/C = AIR CONDITIONER
LCE = LIMITED COMMON ELEMENT

UNIT PLAN
2nd FLOOR
118 BLACK IRONWOOD ROAD

LIDBERG LAND SURVEYING, INC.

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

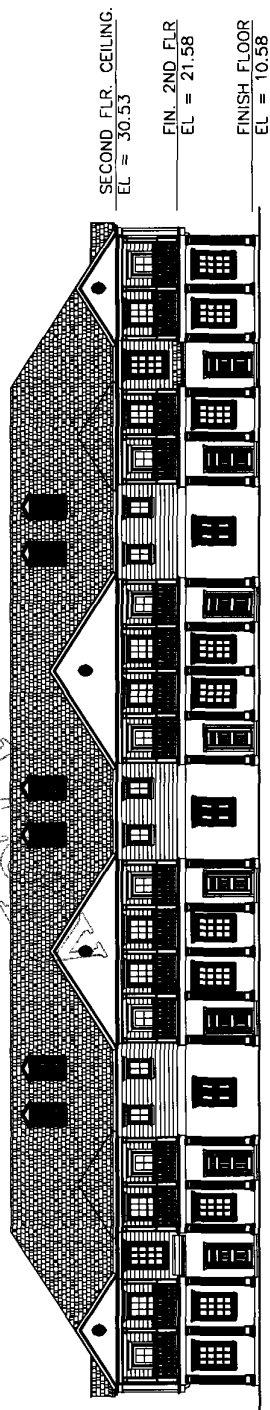
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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM

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ABBREVIATIONS:
 BTM = BOTTOM
 EL = ELEVATION
 FIN = FINISH
 FLR = FLOOR

FRONT ELEVATION
(NOT TO SCALE)

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 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454
LB4431

CAD. K:\AUTOCAD2000\134142\105-138\12-111\DWG\12-111B-308A.DWG			
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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM



LEFT ELEVATION
(NOT TO SCALE)



RIGHT ELEVATION
(NOT TO SCALE)

ABBREVIATIONS:
BTM = BOTTOM
EL = ELEVATION
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FLR = FLOOR



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Jupiter, Florida 33458 TEL 561-746-8454

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OFF. D.P.K.

CKD. D.C.L.

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406/68-69 641/37
632/23-24
640/69

SHEET 7 OF 7

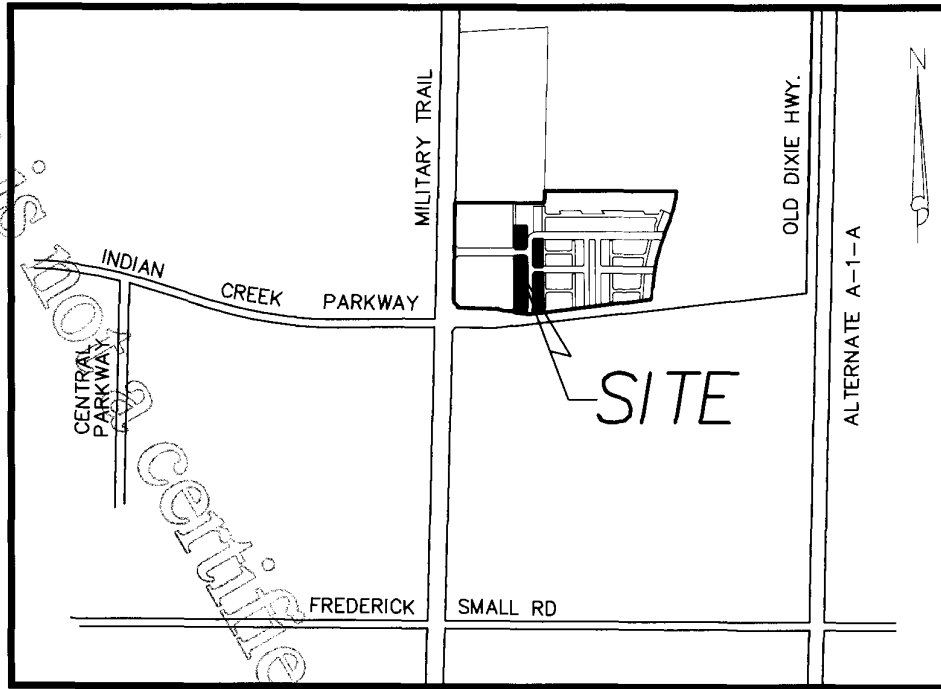
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DATE 10-26-2013

DWG. A12-111A

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM



LOCATION MAP
NOT TO SCALE

CERTIFICATION

I HEREBY CERTIFY THAT THE ENCLOSED SHEETS THROUGH 40, INCLUSIVE, IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN TO INCLUDE THE COMMON ELEMENTS AND UNITS, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS FOR PHASES 1, 2, 3, 4 AND 9 IS NOT SUBSTANTIALLY COMPLETE SUCH THAT THIS MATERIAL, TOGETHER WITH THE PROVISION OF THE DECLARATION OF CONDOMINIUM FOR SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT WITH SAID CONDOMINIUM CAN BE DETERMINED FROM THESE MATERIALS. I FURTHER CERTIFY THAT THIS CONDOMINIUM BOUNDARY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17.050, PURSUANT TO CHAPTER 718.104(e), FLORIDA STATUTES.

By: _____

LIDBERG LAND SURVEYING, INC.
DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613



LB4431

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Jupiter, Florida 33458 TEL. 561-746-8454

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OFF	D.P.K.			DATE	2013-08-29
CKD	D.C.L.	SHEET	1 OF 40	DWG.	A12-111


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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM

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SHEET INDEX

SHEET	DESCRIPTION
1	CERTIFICATION AND LOCATION MAP
2	SHEET INDEX
3	GENERAL NOTES
4	SURVEYOR'S REPORT
5	PHASING PLAN
6	PHASE 1 DESCRIPTION
7	PHASE 1 PLOT PLAN
8	PHASE 1 BOUNDARY SURVEY
9	PHASE 1 UNIT PLAN - FIRST FLOOR
10	PHASE 1 UNIT PLAN - SECOND FLOOR
11	PHASE 1 FRONT ELEVATION
12	PHASE 1 RIGHT AND LEFT ELEVATIONS
13	PHASE 2 DESCRIPTION
14	PHASE 2 PLOT PLAN
15	PHASE 2 BOUNDARY SURVEY
16	PHASE 2 UNIT PLAN - FIRST FLOOR
17	PHASE 2 UNIT PLAN - SECOND FLOOR
18	PHASE 2 FRONT ELEVATION
19	PHASE 2 RIGHT AND LEFT ELEVATIONS
20	PHASE 3 DESCRIPTION
21	PHASE 3 PLOT PLAN
22	PHASE 3 BOUNDARY SURVEY
23	PHASE 3 UNIT PLAN - FIRST FLOOR
24	PHASE 3 UNIT PLAN - SECOND FLOOR
25	PHASE 3 FRONT ELEVATION
26	PHASE 3 RIGHT AND LEFT ELEVATIONS
27	PHASE 4 DESCRIPTION
28	PHASE 4 PLOT PLAN
29	PHASE 4 BOUNDARY SURVEY
30	PHASE 4 UNIT PLAN - FIRST FLOOR
31	PHASE 4 UNIT PLAN - SECOND FLOOR
32	PHASE 4 FRONT ELEVATION
33	PHASE 4 RIGHT AND LEFT ELEVATIONS
34	PHASE 9 DESCRIPTION
35	PHASE 9 PLOT PLAN
36	PHASE 9 BOUNDARY SURVEY
37	PHASE 9 UNIT PLAN - FIRST FLOOR
38	PHASE 9 UNIT PLAN - SECOND FLOOR
39	PHASE 9 FRONT ELEVATION
40	PHASE 9 RIGHT AND LEFT ELEVATIONS

 <h2 style="margin: 0;">LIDBERG LAND SURVEYING, INC.</h2> <p style="font-size: 0.8em; margin: 0;">675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454</p> <p style="font-size: 0.7em; margin: 0;">LB4431</p>	CAD K:\AUTOCAD2000\134142\105-138\12-111\DWG\12-308.DWG										
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SHEET	2	OF	40	DWG. A12-111							

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM

GENERAL NOTES

1. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
2. ALL PHASES SHOWN ARE PROPOSED.
3. UNIT BOUNDARIES:
EACH HOME SHALL CONSIST OF THAT PART OF THE BUILDING CONTAINING SUCH HOME WHICH LIES WITH THE BOUNDARIES OF THE HOME, WHICH BOUNDARIES ARE AS FOLLOWS:
 - A. UPPER BOUNDARIES
THE UPPER BOUNDARY OF EACH HOME SHALL BE THE HORIZONTAL PLANE OF THE UNFINISHED CEILING EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
 - B. LOWER BOUNDARIES
THE LOWER BOUNDARY OF EACH HOME SHALL BE THE HORIZONTAL PLANE OF THE UNFINISHED FLOOR SLAB OF THAT HOME EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
 - C. PERIMETRICAL BOUNDARIES
THE PERIMETRICAL BOUNDARIES OF EACH HOME SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH UPPER AND LOWER BOUNDARIES:
 - (1) EXTERIOR BUILDING WALLS AND WALKWAY WALLS:
THE INTERSECTING VERTICAL PLANE(S) OF THE OUTERMOST UNFINISHED SURFACES OF THE EXTERIOR WALL OF THE BUILDING OR WALKWAY BOUNDING SUCH HOME.
 - (2) INTERIOR BUILDING WALLS:
THE VERTICAL PLANES OF THE CENTERLINE OF THE PARTY WALLS DIVIDING HOMES EXTENDED TO INTERSECTIONS WITH OTHER PERIMETRICAL BOUNDARIES.
4. FOR DESCRIPTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, REFER TO THE DECLARATION OF CONDOMINIUM.



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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM

SURVEYOR'S REPORT

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE.
2. SURVEY BASED ON THE PLAT OF SEA PLUM, AS RECORDED IN PLAT BOOK 105, PAGES 138 THROUGH 144.
3. BEARING BASIS: NORTH 00°00'00" WEST ALONG THE EAST LINE OF TRACT "C-1"; SEA PLUM, AS RECORDED IN PLAT BOOK 105, PAGES 138 THROUGH 144.
4. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE B, PER FLOOD INSURANCE RATE MAP NO. 120192 0108 B
5. TOTAL AREA = 51,574 SQUARE FEET.
 PHASE 1 AREA = 10,032 SQUARE FEET.
 PHASE 2 AREA = 12,832 SQUARE FEET.
 PHASE 3 AREA = 13,024 SQUARE FEET.
 PHASE 4 AREA = 8,179 SQUARE FEET.
 PHASE 9 AREA = 7,507 SQUARE FEET.
6. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY LIDBERG LAND SURVEYING, INC.
7. THE EXPECTED USE OF THE SUBJECT PROPERTY FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
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10. ©COPYRIGHT 2013 BY LIDBERG LAND SURVEYING, INC.
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	OFF D.P.K.		DATE 2013-08-29
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**SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM
PHASE 1
DESCRIPTION**

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DESCRIPTION

ALL OF LOT RC-20, "SEA PLUM" AS RECORDED IN PLAT BOOK 105, PAGES 138 THROUGH PAGE 144, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAY LANDS SITUATE IN THE TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 10,032 SQUARE FEET, MORE OR LESS.



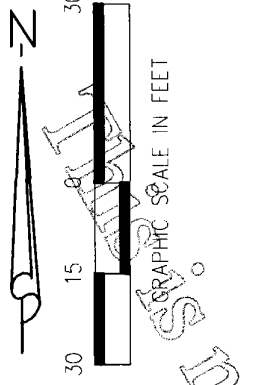
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OFF	D.P.K.		DATE 2013-08-29
CKD.	D.C.L.	SHEET 6 OF 40	DWG. A12-111

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 1 PLOT PLAN



LEGEND

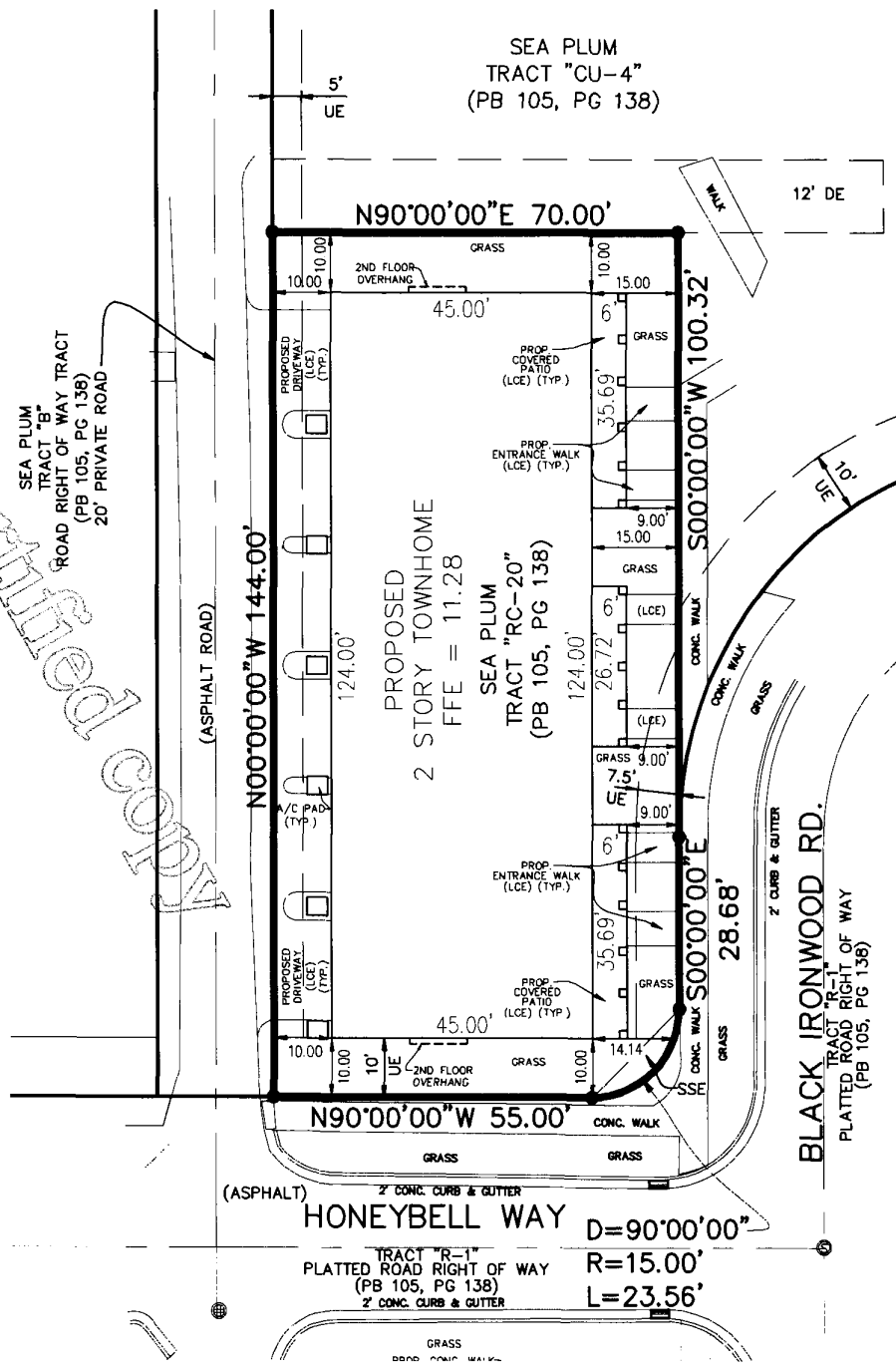
- CABLE TV RISER
- CATCH BASIN
- CLEAN OUT
- CURB INLET
- ELECTRICAL BOX
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- SANITARY MANHOLE
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- TELEPHONE RISER
- WATER VALVE
- SET IRON ROD & CAP "LB #4431" UNLESS OTHERWISE NOTED

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- L = ARC LENGTH
- R = ARC RADIUS

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- C.B.S. = CONCRETE BLOCK STRUCTURE
- C.M.B. = COMMISSIONERS' MINUTES BOOK
- CMH = CONFLICT MANHOLE
- CONC. = CONCRETE
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- STMH = STORM MANHOLE
- TB = TRAFFIC BOX
- TLP = TRAFFIC LIGHT POLE
- TV = TELEVISION
- UE = UTILITY EASEMENT
- WP = WOOD POLE
- WUP = WOOD UTILITY POLE
- WV = WATER VALVE

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LIDBERG LAND SURVEYING, INC.

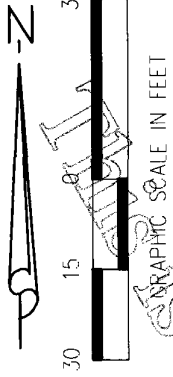
675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

LB4431

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OFF	D.P.K.		DATE 2013-08-29
CKD.	D.C.L.	SHEET 7 OF 40	DWG. A12-111

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 1 BOUNDARY SURVEY



LEGEND

- CABLE TV RISER
- CATCH BASIN
- CLEAN OUT
- CURB INLET
- ELECTRICAL BOX
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- SANITARY MANHOLE
- SIGN
- STORM MANHOLE
- TELEPHONE RISER
- WATER VALVE
- SET IRON ROD & CAP "LB #4431" UNLESS OTHERWISE NOTED

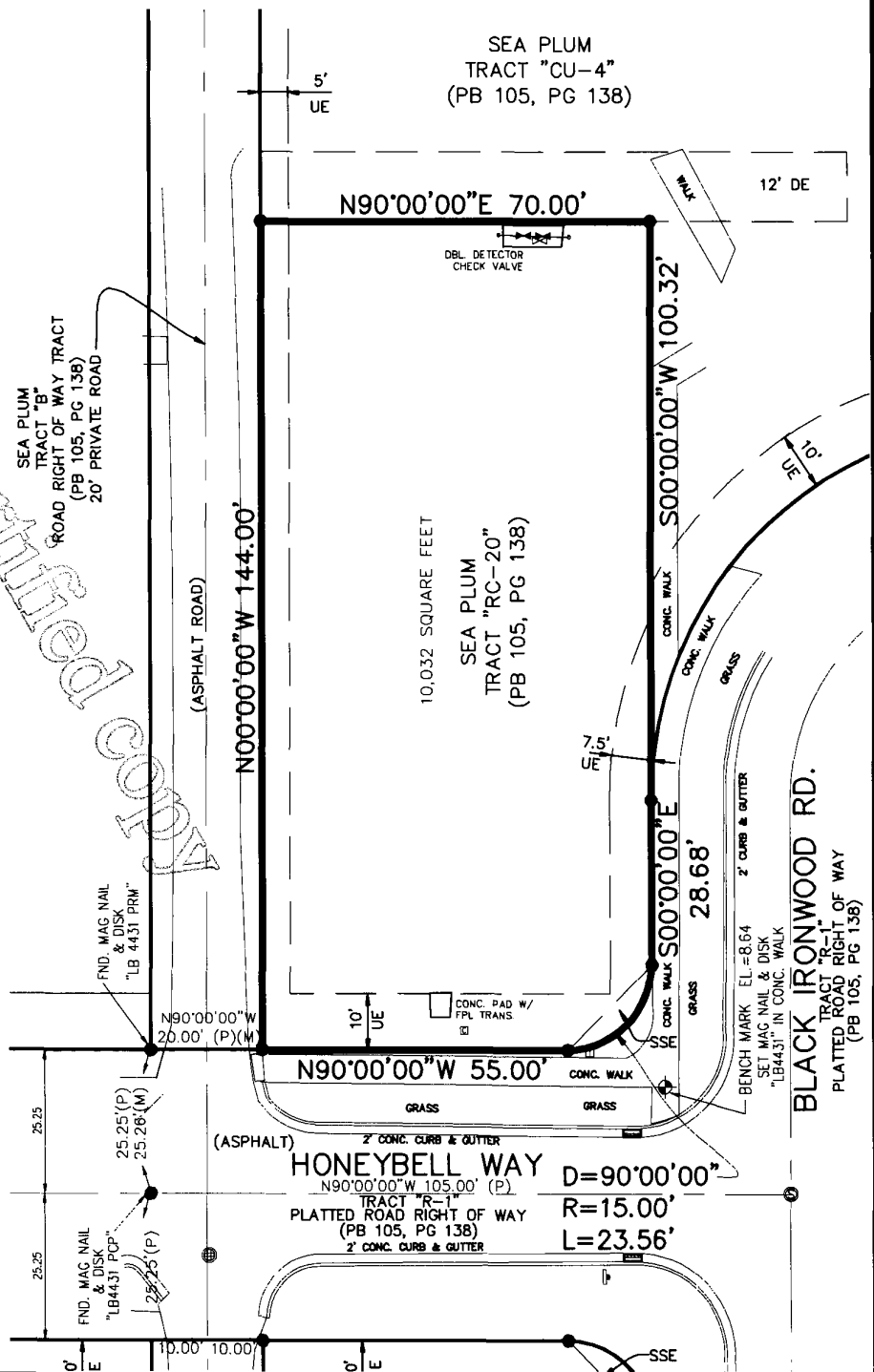
- ### ABBREVIATIONS:
- D = ARC DELTA OR INCLUDED ANGLE
 - L = ARC LENGTH
 - R = ARC RADIUS

- A/C = AIR CONDITIONER
- (C) = CALCULATED
- C.B.S. = CONCRETE BLOCK STRUCTURE
- C.M.B. = COMMISSIONERS' MINUTES BOOK
- CMH = CONFLICT MANHOLE
- CONC. = CONCRETE
- D.B. = DEED BOOK
- DE = DRAINAGE EASEMENT
- F.H. = FIRE HYDRANT
- FFE = FINISHED FLOOR ELEVATION
- FND = FOUND
- F.P.L. = FLORIDA POWER & LIGHT
- I.P. = IRON PIPE
- INV. = INVERT
- I.R. = IRON ROD
- LB = LICENSED BUSINESS
- LP = LIGHT POLE
- LS = LICENSE SURVEY
- (M) = MEASURED
- MH = MANHOLE
- M.H.W. = MEAN HIGH WATER
- MON. = MONUMENT
- O.R.B. = OFFICIAL RECORD BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- R.O.W. = RIGHT-OF-WAY
- RCP = REINFORCED CONCRETE PIPE
- R.P.B. = ROAD PLAT BOOK
- (S) = SURVEY
- SLP = STOP LIGHT POLE
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LIDBERG LAND SURVEYING, INC.

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

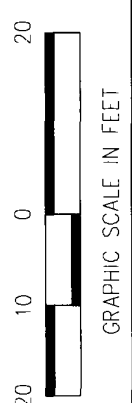
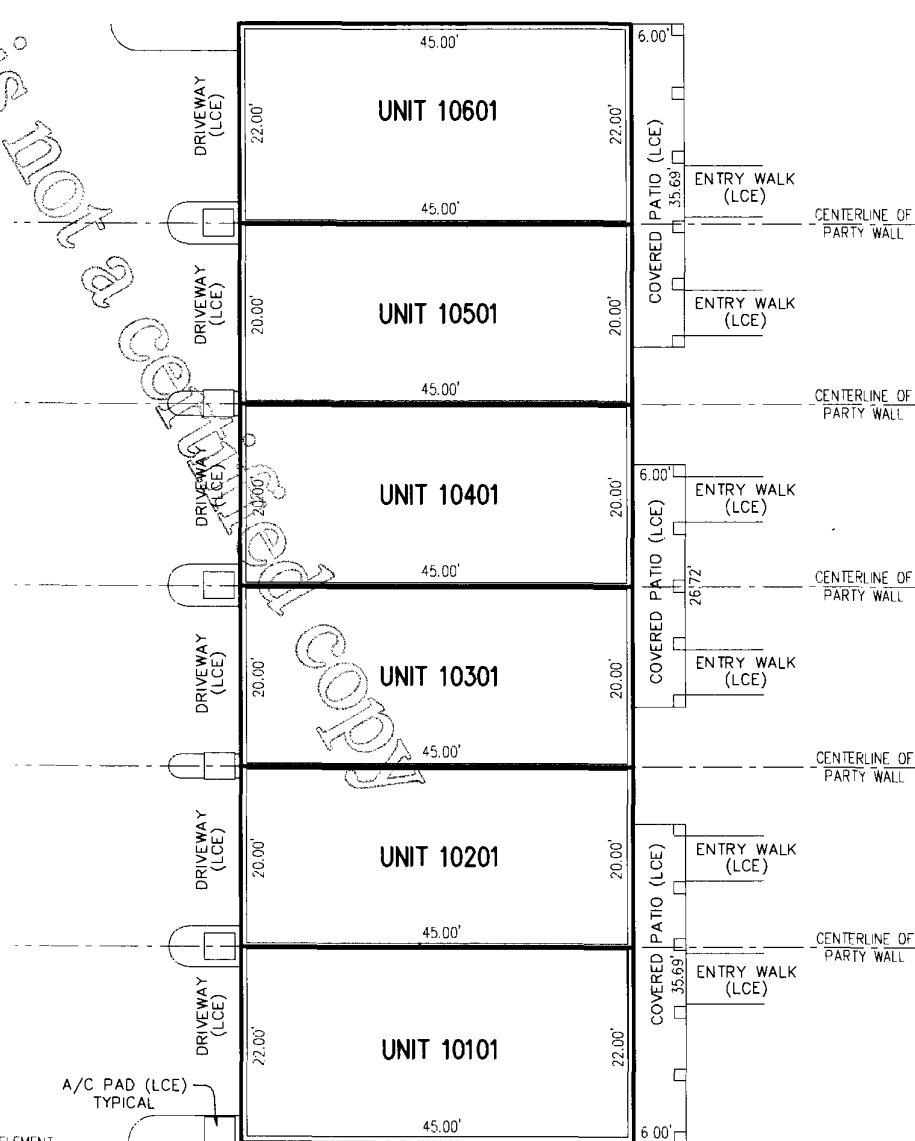
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OFF	D.P.K.		DATE 2013-08-29
CKD.	D.C.L.	SHEET 8 OF 40	DWG. A12-111

SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 1 UNIT PLAN - FIRST FLOOR

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ABBREVIATIONS:
A/C = AIR CONDITIONER
LCE = LIMITED COMMON ELEMENT

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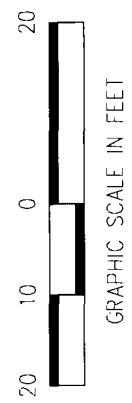
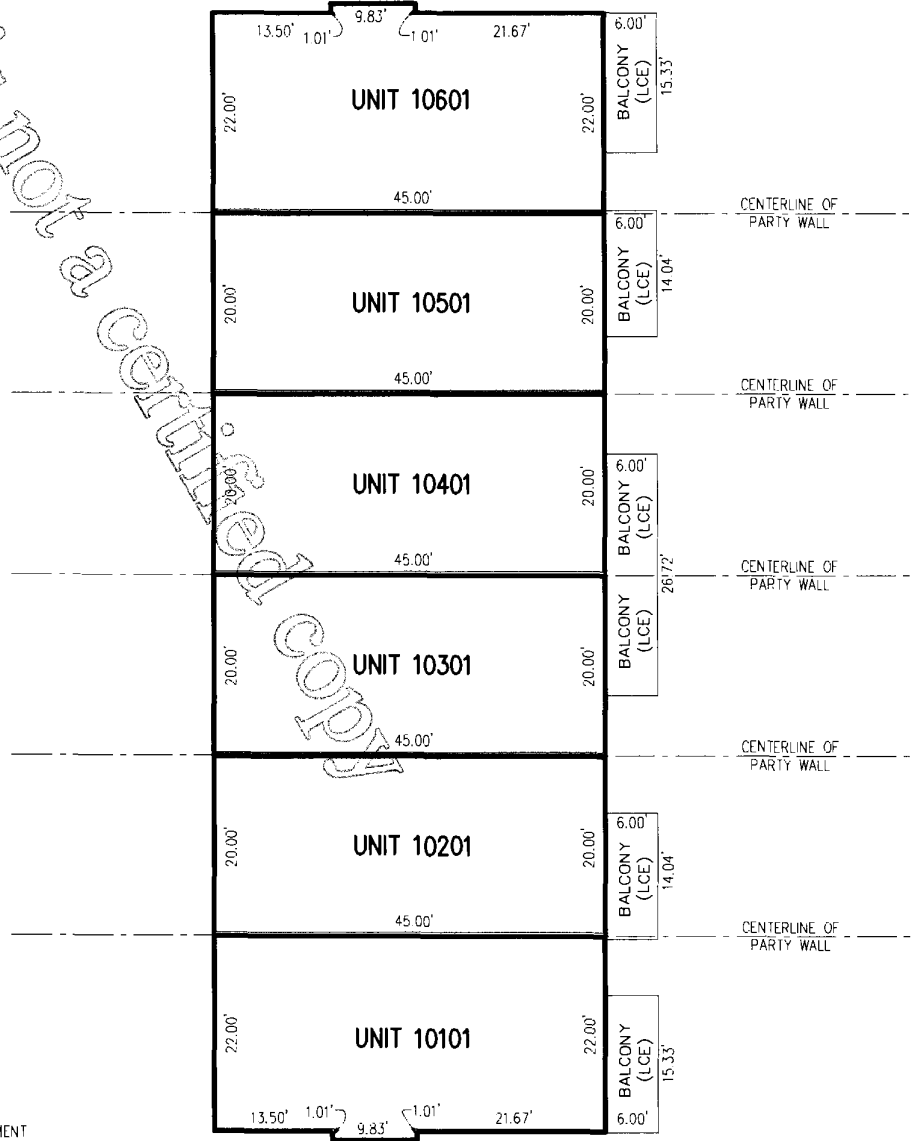
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OFF D.P.K.			DATE 2013-08-29
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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 1 UNIT PLAN - SECOND FLOOR

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ABBREVIATIONS:
A/C = AIR CONDITIONER
LCE = LIMITED COMMON ELEMENT

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LB4431 675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL: 561-746-8454

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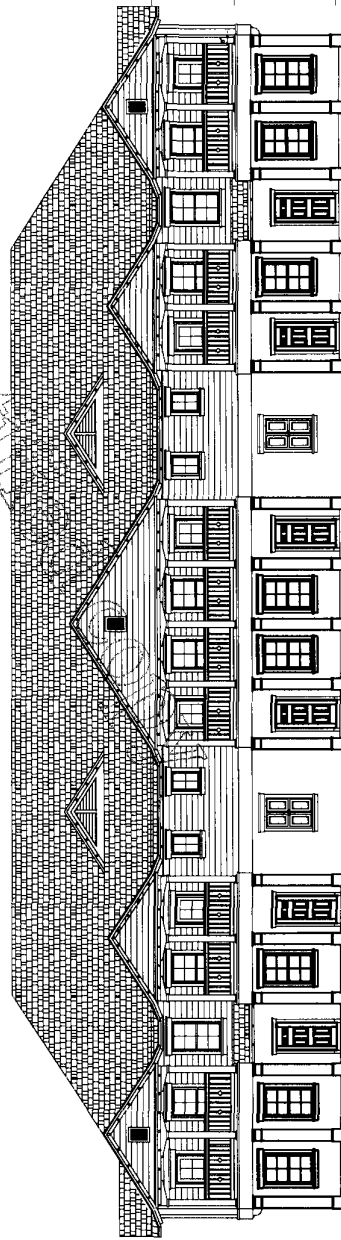
SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 1 – FRONT ELEVATION

This is not a cert

SECOND FLR. CEILING.
EL = 31.25

FINISH 2ND FLR.
EL = 22.28

FINISH FLOOR
EL = 11.28



FRONT ELEVATION
(NOT TO SCALE)

ABBREVIATIONS:
BTM = BOTTOM
EL = ELEVATION
FIN = FINISH
FLR = FLOOR

LIDBERG LAND SURVEYING, INC.

LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL: 561-746-8454

CAD. K:\AUTOCAD2000\134142\105-138\12-111\DWG\12-308.DWG

REF.

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OFF	D.P.K.		DATE 2013-08-29
CKD	D.C.L.	SHEET 11 OF 40	DWG. A12-111

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**SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM
PHASE 1
RIGHT AND LEFT ELEVATIONS**



**LEFT ELEVATION
(NOT TO SCALE)**



**RIGHT ELEVATION
(NOT TO SCALE)**

ABBREVIATIONS:
BTM = BOTTOM
EL = ELEVATION
FIN = FINISH
FLR = FLOOR

LIDBERG LAND SURVEYING, INC.
 LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\AUTOCAD2000\34142\105-138\12-111\DWG\12-308.DWG			
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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 2 DESCRIPTION

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DESCRIPTION

A PORTION OF TRACT RC-19, "SEA PLUM" AS RECORDED IN PLAT BOOK 105, PAGES 138 THROUGH PAGE 144, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT RC-19; THENCE NORTH 90°00'00" EAST, ALONG THE NORTH LINE OF SAID TRACT RC-19, A DISTANCE OF 55.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY AND SOUTHERLY ON THE ARC OF SAID CURVE, AND ON THE BOUNDARY OF SAID TRACT RC-19, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF SAID TRACT RC-19, A DISTANCE OF 169.00 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 184.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 12,832 SQUARE FEET, MORE OR LESS.



**LIDBERG LAND
SURVEYING, INC.**

LB4431 675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD	K:\AUTOCAD2000\134142\105-138\12-111\DWG\12-308.DWG		
REF.			
FLD.	-	FB/PCS. 406/68-69 632/23-24 640/69	JOB 12-111
OFF	D.P.K.		DATE 2013-08-29
CKD.	D.C.L.	SHEET 13 OF 40	DWG. A12-111

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 2 BOUNDARY SURVEY

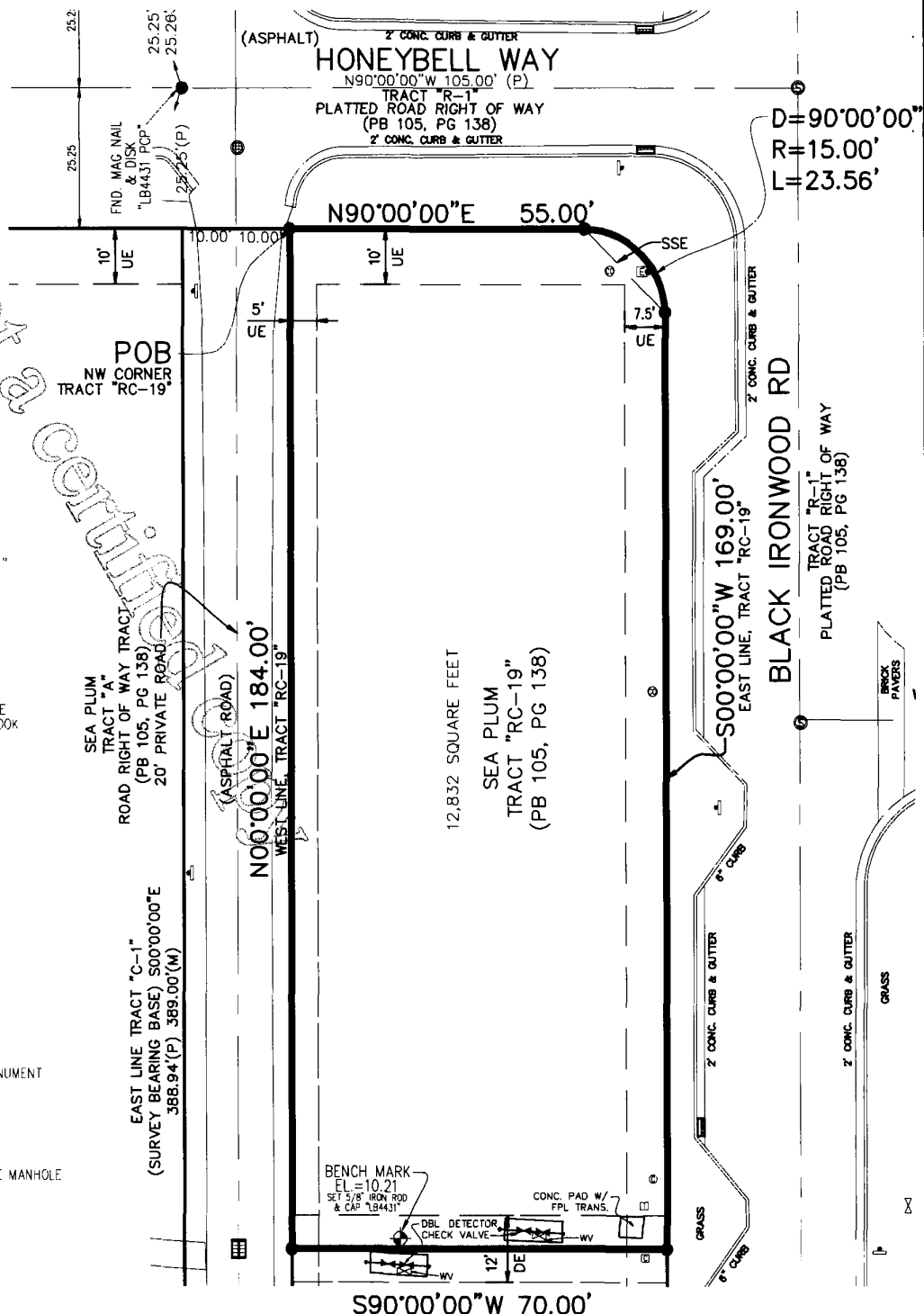


LEGEND

- CABLE TV RISER
- CATCH BASIN
- CLEAN OUT
- CURB INLET
- ELECTRICAL BOX
- FIRE HYDRANT
- IRRIGATION CON'TROL VALVE
- LIGHT POLE
- SANITARY MANHOLE
- SIGN
- STORM MANHOLE
- TELEPHONE RISER
- WATER VALVE
- SET IRON ROD & CAP "LB #4431" UNLESS OTHERWISE NOTED

ABBREVIATIONS:

- D = ARC DELTA OR INCLUDED ANGLE
- L = ARC LENGTH
- R = ARC RADIUS
- A/C = AIR CONDITIONER
- (C) = CALCULATED
- C.B.S. = CONCRETE BLOCK STRUCTURE
- C.M.B. = COMMISSIONERS' MINUTES BOOK
- CMH = CONFLICT MANHOLE
- CONC. = CONCRETE
- D.B. = DEED BOOK
- DE = DRAINAGE EASEMENT
- F.H. = FIRE HYDRANT
- FFE = FINISHED FLOOR ELEVATION
- FND = FOUND
- F.P.L. = FLORIDA POWER & LIGHT
- I.P. = IRON PIPE
- INV. = INVERT
- I.R. = IRON ROD
- LB = LICENSED BUSINESS
- LP = LIGHT POLE
- LS = LICENSE SURVEY
- (M) = MEASURED
- MH = MANHOLE
- M.H.W. = MEAN HIGH WATER
- MON. = MONUMENT
- O.R.B. = OFFICIAL RECORD BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- R.O.W. = RIGHT-OF-WAY
- RCP = REINFORCED CONCRETE PIPE
- R.P.B. = ROAD PLAT BOOK
- (S) = SURVEY
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- WV = WATER VALVE



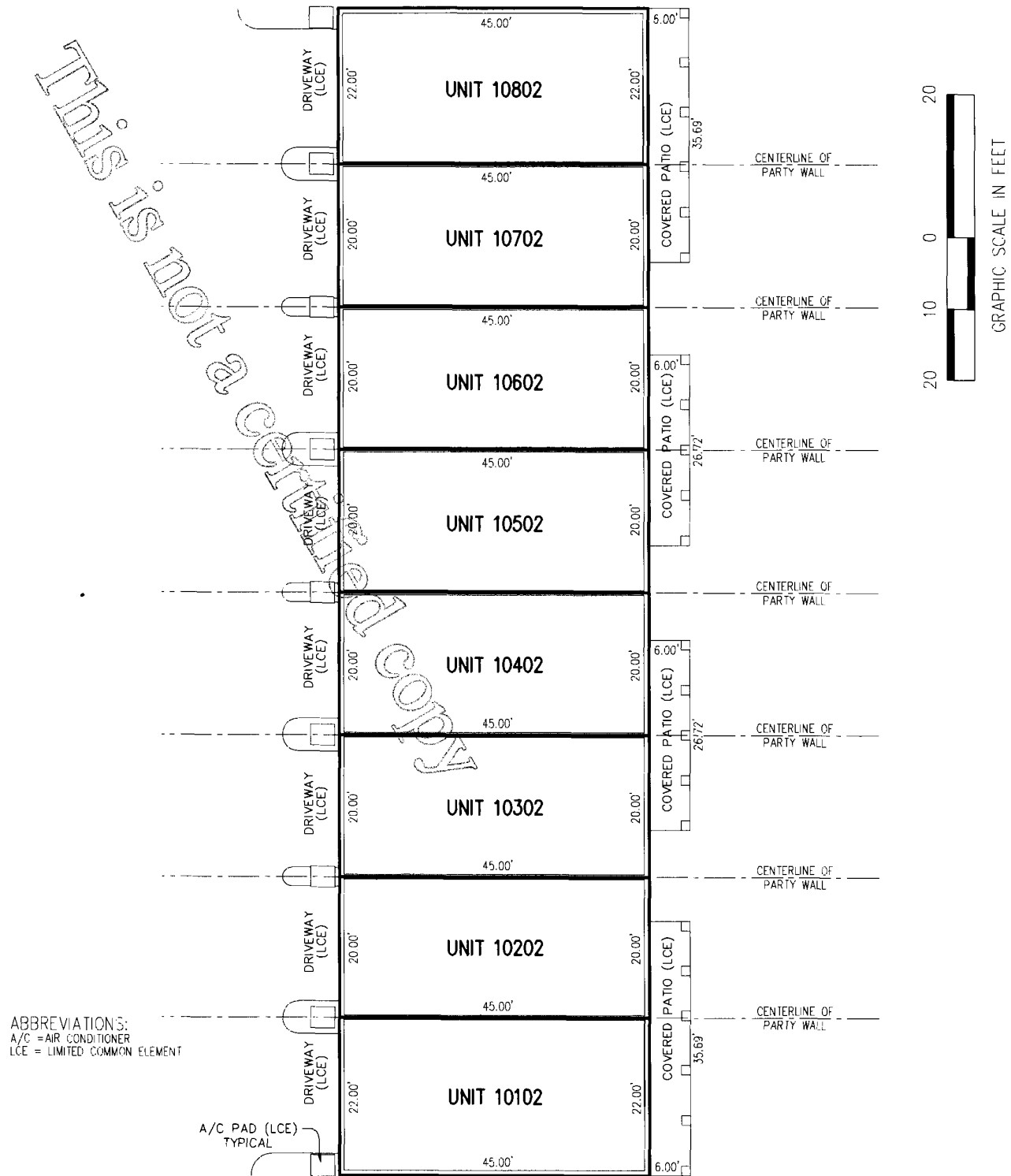
LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 2 UNIT PLAN - FIRST FLOOR



ABBREVIATIONS:
A/C = AIR CONDITIONER
LCE = LIMITED COMMON ELEMENT

LIBBERG LAND SURVEYING, INC.

LB4481

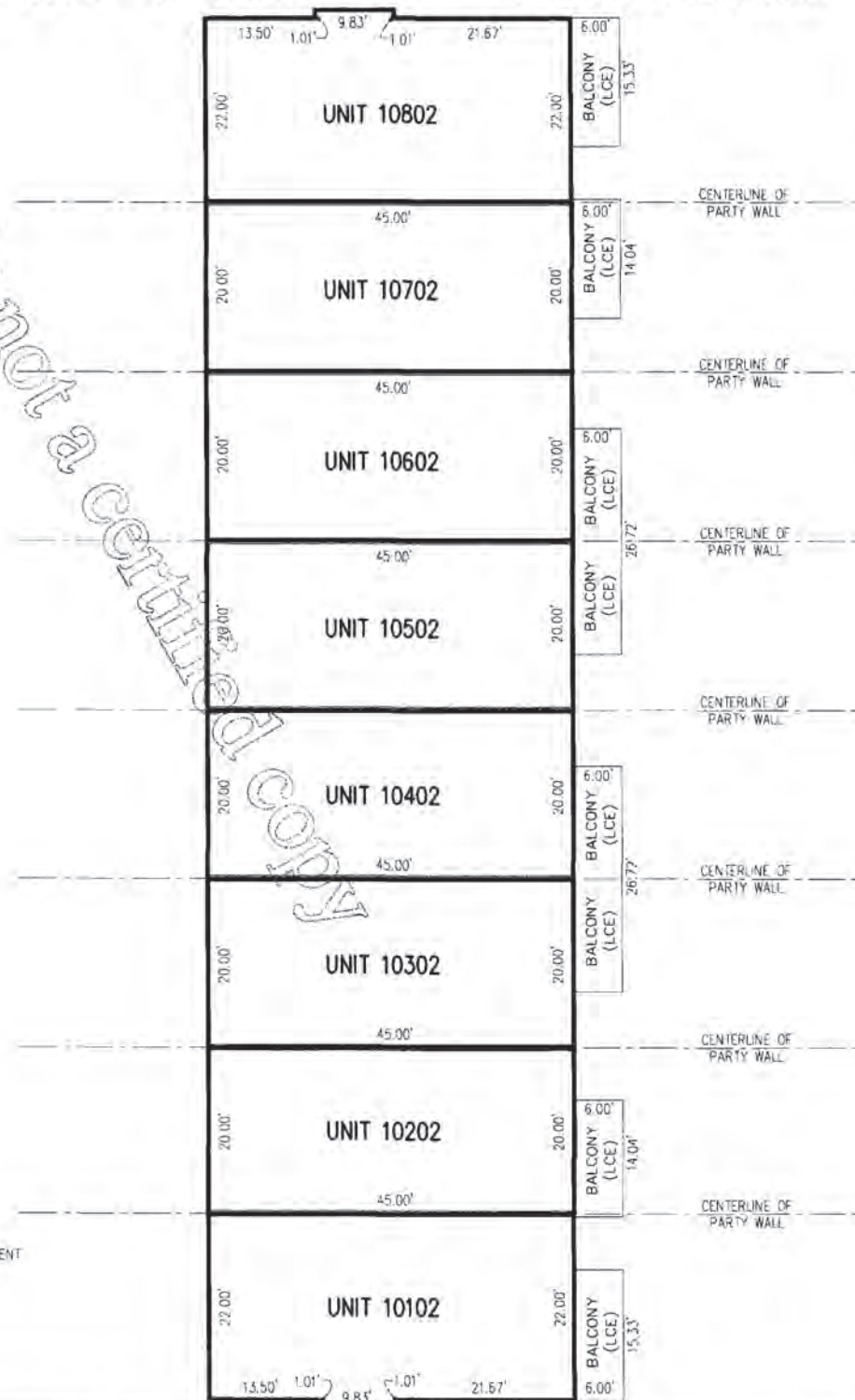
675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 2 UNIT PLAN - SECOND FLOOR

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ABBREVIATIONS:
A/C = AIR CONDITIONER
LCE = LIMITED COMMON ELEMENT

LIDBERG LAND SURVEYING, INC.

675 West Indiantown Road, Suite 200,
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LB4431

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 2 FRONT ELEVATION

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ABBREVIATIONS:
 BTM = BOTTOM
 EL = ELEVATION
 FIN = FINISH
 FLR = FLOOR

FRONT ELEVATION
(NOT TO SCALE)

LIDBERG LAND SURVEYING, INC.

LB4431

675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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OFF D.P.K.	632/23-24 640/69	DATE 2013-08-29	
CKD D.C.L.	SHEET 18 OF 40	DWG A12-111	

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 4 DESCRIPTION

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Copyrighted
Copy

DESCRIPTION

A PORTION OF TRACT RC-1, "SEA PLUM" AS RECORDED IN PLAT BOOK 105, PAGES 138 THROUGH PAGE 144, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT RC-1; THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF TRACT RC-1, A DISTANCE OF 125.92 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00°00'00" EAST, ALONG SAID EAST LINE, A DISTANCE OF 133.86 FEET; THENCE SOUTH 83°19'59" WEST, ALONG THE SOUTH LINE OF SAID TRACT RC-1, A DISTANCE OF 43.55 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE BOUNDARY OF SAID TRACT RC-1, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 96°40'01", A DISTANCE OF 25.31 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID TRACT RC-1, A DISTANCE OF 124.02 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 8,179 SQUARE FEET, MORE OR LESS.



LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

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REF.

F.L.D.	-	FB/PCS. 406/68-69 632/23-24 640/59	641/37	JOB#	12-111
OFF.	D.P.K.			DATE	2013-08-29
CHK.	D.C.L.	SHEET	27 OF 40	DWG	A12-111

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 4 BOUNDARY SURVEY

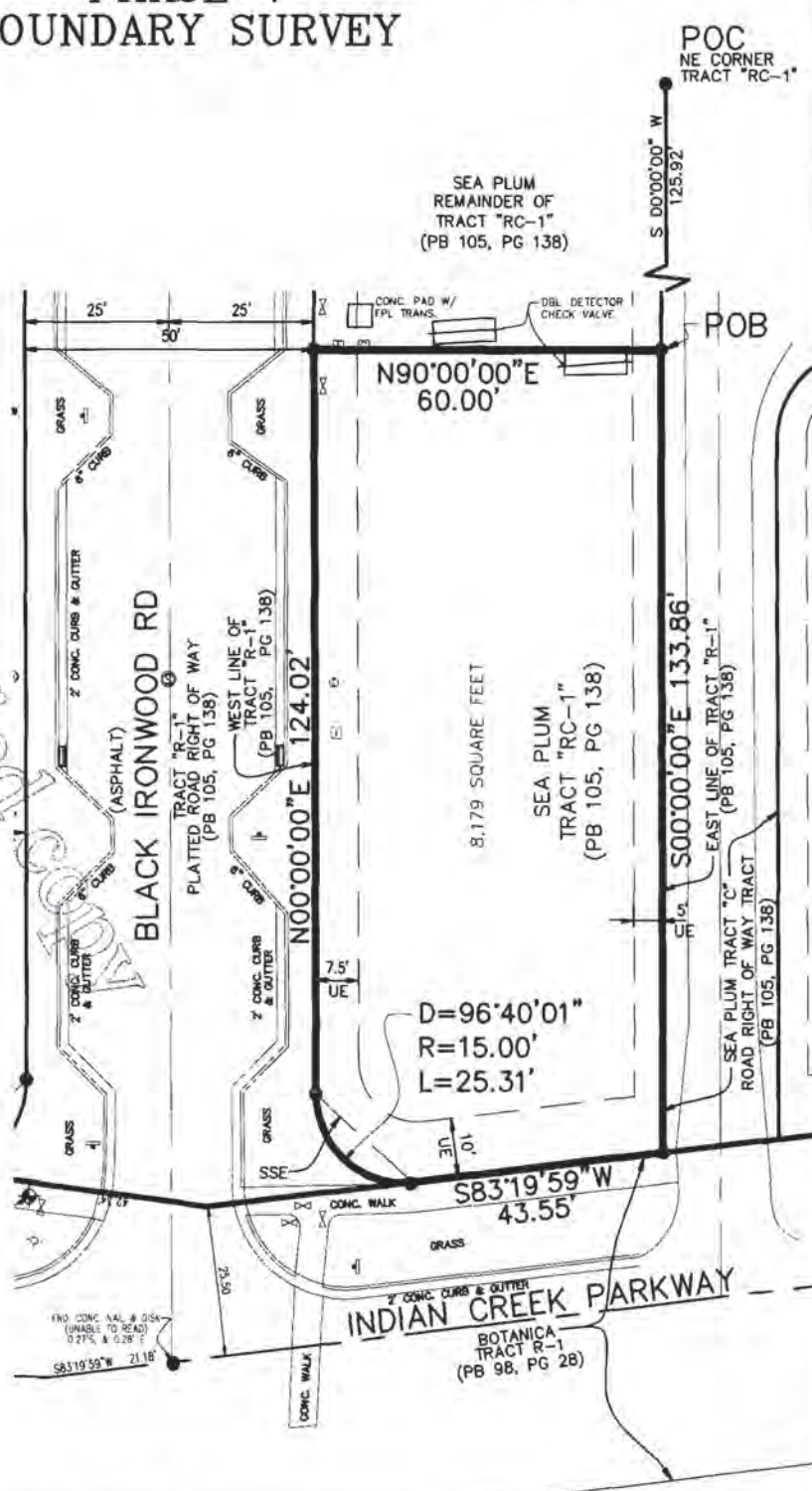


LEGEND

- CABLE TV RISER
- CATCH BASIN
- CLEAN OUT
- CURB INLET
- ELECTRICAL BOX
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- SANITARY MANHOLE
- SIGN
- STORM MANHOLE
- TELEPHONE RISER
- WATER VALVE
- SET IRON ROD & CAP "LB #4431" UNLESS OTHERWISE NOTED

ABBREVIATIONS:

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LIDBERG LAND SURVEYING, INC.

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

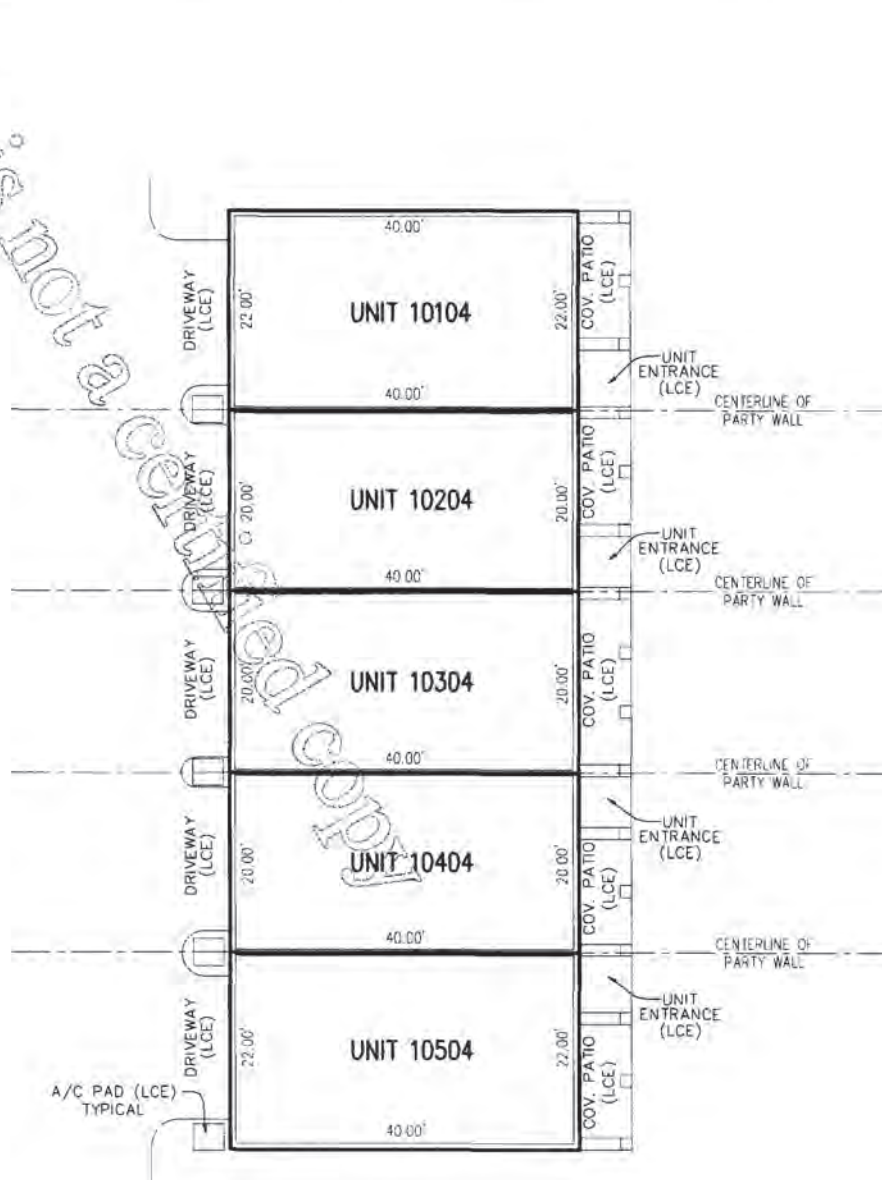
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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 4 UNIT PLAN - FIRST FLOOR

This is not a contract



ABBREVIATIONS:
A/C - AIR CONDITIONER
LCE = LIMITED COMMON ELEMENT

LIDBERG LAND SURVEYING, INC.

LB4431

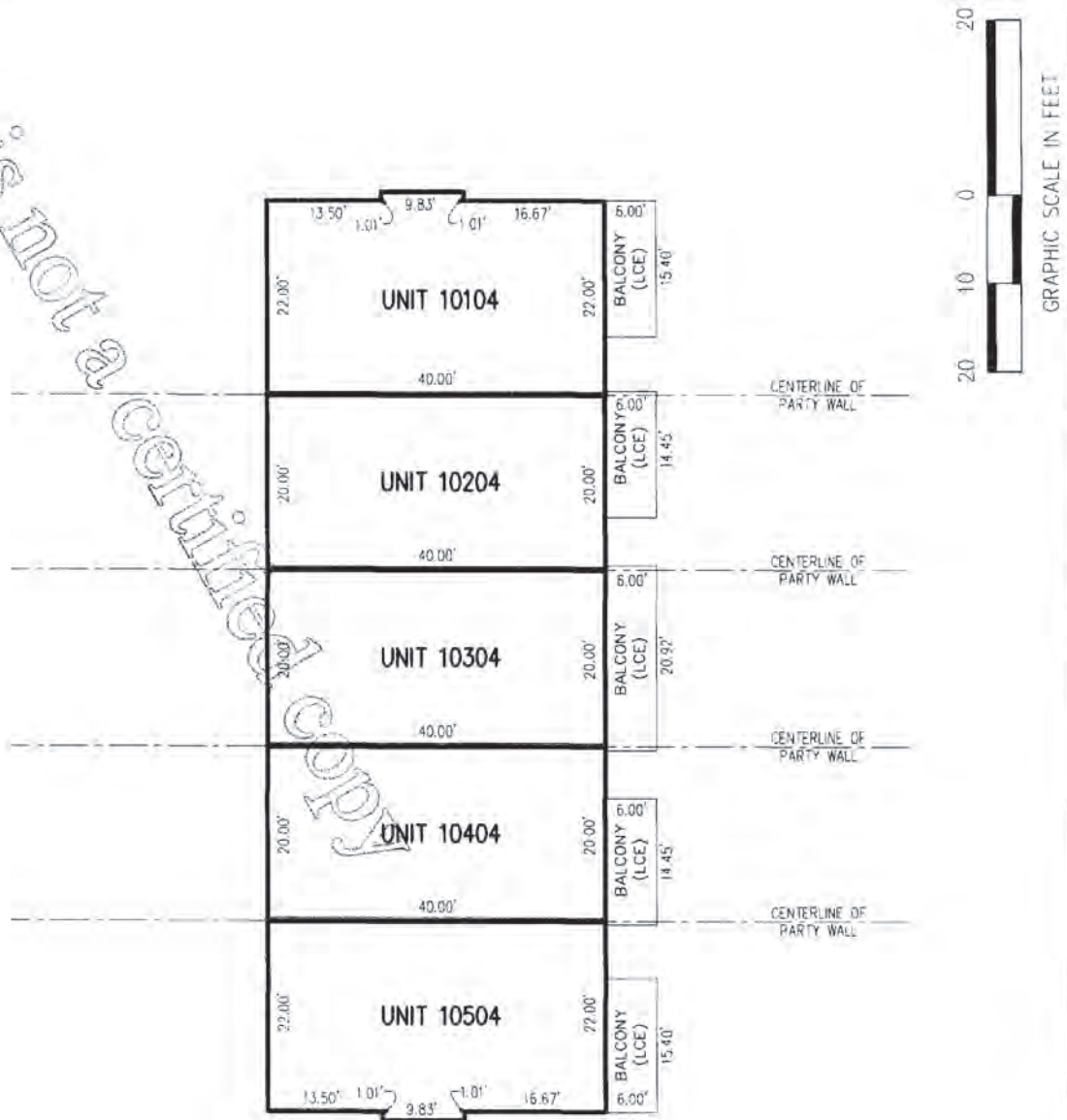
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Jupiter, Florida 33458 TEL 561-746-8454

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CHK. D.C.L.	SHEET 30	OF 40	DWG. A12-111

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 4 UNIT PLAN - SECOND FLOOR

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ABBREVIATIONS:
A/C = AIR CONDITIONER
LCE = LIMITED COMMON ELEMENT

LIDBERG LAND SURVEYING, INC.

LB4431

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Jupiter, Florida 33458 TEL. 561-746-8454

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OFF D.P.K.			DATE 2013-08-29
CKD. D.C.L.	SHEET 31 OF 40	DWG A12-111	

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 4 FRONT ELEVATION

This is not a certificate

SECOND FLR. CEILING.
EL = 30.98

FIN. 2ND. FLR
EL = 22.03

FINISH FLOOR
EL = 11.03



ABBREVIATIONS:
BTM = BOTTOM
EL = ELEVATION
FIN = FINISH
FLR = FLOOR

FRONT ELEVATION
(NOT TO SCALE)

LIDBERG LAND SURVEYING, INC.

LB4481

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. D.P.K.			DATE 2015-08-29
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**SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM
PHASE 4
RIGHT AND LEFT ELEVATIONS**

This is not a certified

SECOND FLR. CEILING
EL = 30.98

FIN. 2ND FLR
EL = 22.03

FINISH FLOOR
EL = 11.03



**LEFT ELEVATION
(NOT TO SCALE)**

ABBREVIATIONS:
BTM = BOTTOM
EL = ELEVATION
FIN = FINISH
FLR = FLOOR

SECOND FLR. CEILING
EL = 30.98

FIN. 2ND FLR
EL = 22.03

FINISH FLOOR
EL = 11.03



**RIGHT ELEVATION
(NOT TO SCALE)**

LIDBERG LAND
SURVEYING, INC.

LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL: 561-746-8454

CAD: K:\AUTOCAD2000\134142\105-138\12-111\DWG\12-308.DWG

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JOB

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DATE

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SHEET

33

OF

40

SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 9 DESCRIPTION

This is a Copy

DESCRIPTION

A PORTION OF TRACT RC-1, "SEA PLUM" AS RECORDED IN PLAT BOOK 105, PAGES 138 THROUGH PAGE 144, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT RC-1; THENCE SOUTH 00'00"00" EAST, ALONG THE EAST LINE OF TRACT RC-1, A DISTANCE OF 125.92 FEET; THENCE SOUTH 90'00"00" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 00'00"00" WEST, ALONG THE WEST LINE OF SAID TRACT RC-1, A DISTANCE OF 110.92 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE BOUNDARY OF SAID TRACT RC-1, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 90'00"00", A DISTANCE OF 23.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 90'00"00" EAST, ALONG THE NORTH LINE OF SAID TRACT RC-1, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 7507 SQUARE FEET, MORE OR LESS.



LIDBERG LAND SURVEYING, INC.

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

LB4431

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 9 PLOT PLAN



LEGEND

- CABLE TV RISER
- CATCH BASIN
- CLEAN OUT
- CURB INLET
- ELECTRICAL BOX
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- SANITARY MANHOLE
- SIGN
- STORM MANHOLE
- TELEPHONE RISER
- WATER VALVE
- SET IRON ROD & CAP "1B #4431" UNLESS OTHERWISE NOTED

ABBREVIATIONS:

- D = ARC DELTA OR INCLUDED ANGLE
- L = ARC LENGTH
- R = ARC RADIUS
- A/C = AIR CONDITIONER
- (C) = CALCULATED
- C.B.S. = CONCRETE BLOCK STRUCTURE
- C.M.B. = COMMISSIONERS' MINUTES BOOK
- C.M.H. = CONFLICT MANHOLE
- CONC. = CONCRETE
- D.B. = DEED BOOK
- DE = DRAINAGE EASEMENT
- F.H. = FIRE HYDRANT
- FFE = FINISHED FLOOR ELEVATION
- FND. = FOUND
- F.P.L. = FLORIDA POWER & LIGHT
- I.P. = IRON PIPE
- INV. = INVERT
- I.R. = IRON ROD
- LB = LICENSED BUSINESS
- LP = LIGHT POLE
- LS = LICENSE SURVEY
- (M) = MEASURED
- VH = MANHOLE
- V.H.W. = MEAN HIGH WATER
- MON. = MONUMENT
- Q.R.B. = OFFICIAL RECORD BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- R.O.W. = RIGHT-OF-WAY
- RCP = REINFORCED CONCRETE PIPE
- R.P.B. = ROAD PLAT BOOK
- (S) = SURVEY
- SLP = STOP LIGHT POLE
- SMH = SANITARY MANHOLE
- SBTVH = SOUTHERN BELL TELEPHONE MANHOLE
- SSE = SAFE SITE EASEMENT
- STMH = STORM MANHOLE
- TB = TRAFFIC BOX
- TLP = TRAFFIC LIGHT POLE
- TV = TELEVISION
- UE = UTILITY EASEMENT
- WP = WOOD POLE
- WUP = WOOD UTILITY POLE
- WV = WATER VALVE

LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

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OFF.	D.P.K.		DATE 2013-08-29
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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 9 BOUNDARY SURVEY



LEGEND

- CABLE TV RISER
- CATCH BASIN
- CLEAN OUT
- CURB INLET
- ELECTRICAL BOX
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- SANITARY MANHOLE
- SIGN
- STORM MANHOLE
- TELEPHONE RISER
- WATER VALVE
- SET IRON ROD & CAP "LB #4431" UNLESS OTHERWISE NOTED

ABBREVIATIONS:

- D = ARC DELTA OR INCLUDED ANGLE
- L = ARC LENGTH
- R = ARC RADIUS
- A/C = AIR CONDITIONER
- (C) = CALCULATED
- C.B.S. = CONCRETE BLOCK STRUCTURE
- C.M.B. = COMMISSIONERS' MINUTES BOOK
- CMH = CONFLICT MANHOLE
- CONC. = CONCRETE
- D.B. = DEED BOOK
- DE = DRAINAGE EASEMENT
- F.H. = FIRE HYDRANT
- FFE = FINISHED FLOOR ELEVATION
- FND. = FOUND
- F.P.L. = FLORIDA POWER & LIGHT
- IP. = IRON PIPE
- INV. = INVERT
- IR. = IRON ROD
- LB = LICENSED BUSINESS
- LP = LIGHT POLE
- LS = LICENSE SURVEY
- (M) = MEASURED
- MH = MANHOLE
- M.H.W. = MEAN HIGH WATER
- MON. = MONUMENT
- O.R.B. = OFFICIAL RECORD BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- R.O.W. = RIGHT-OF-WAY
- RCP = REINFORCED CONCRETE PIPE
- R.P.B. = ROAD PLAT BOOK
- (S) = SURVEY
- SLP = STOP LIGHT POLE
- SMH = SANITARY MANHOLE
- SBTMH = SOUTHERN BELL TELEPHONE MANHOLE
- SSE = SAFE SITE EASEMENT
- STMH = STORM MANHOLE
- TB = TRAFFIC BOX
- TLP = TRAFFIC LIGHT POLE
- TV = TELEVISION
- UE = UTILITY EASEMENT
- WP = WOOD POLE
- WUP = WOOD UTILITY POLE
- WV = WATER VALVE

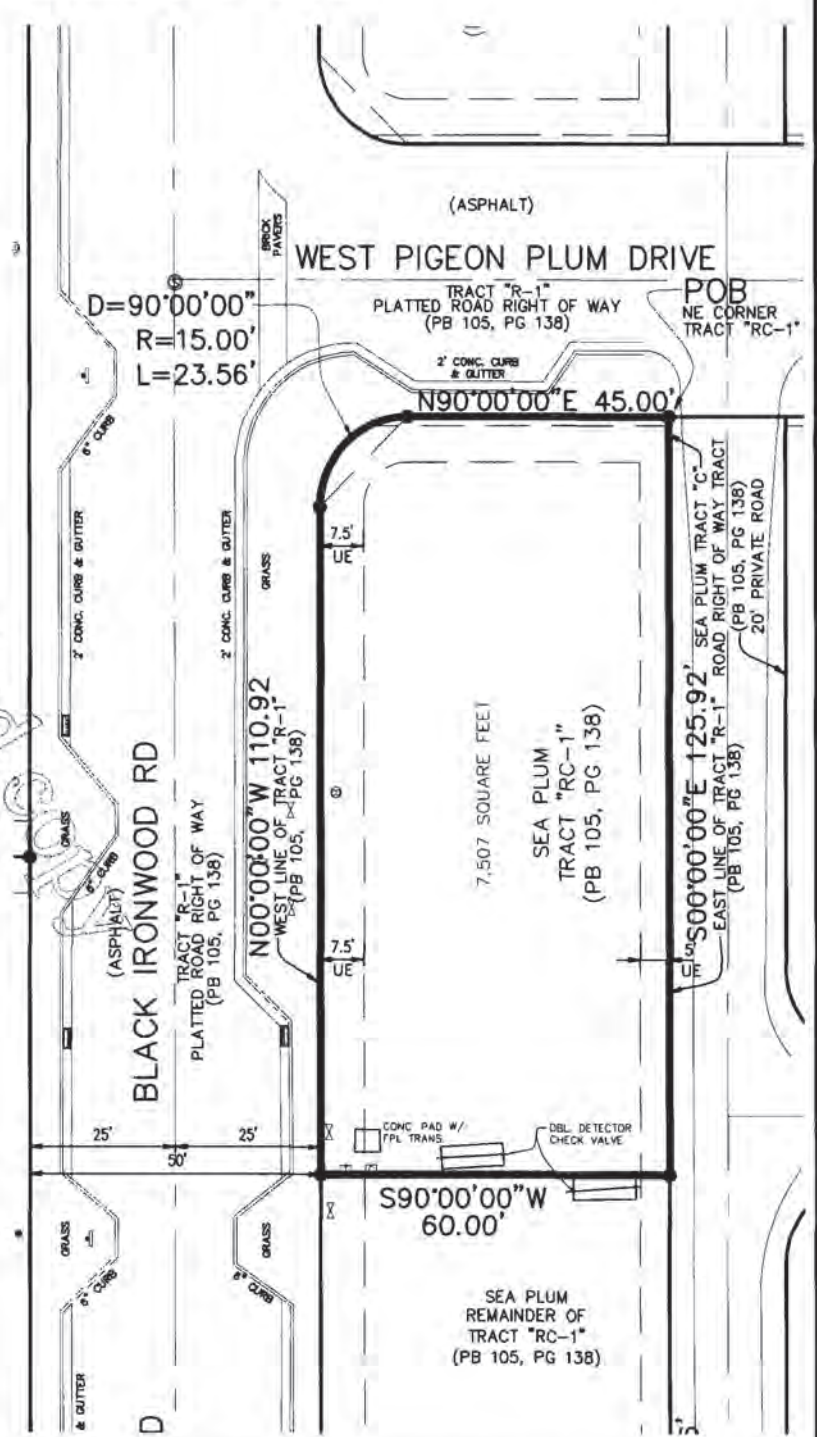
LIDBERG LAND SURVEYING, INC.

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

LB4431

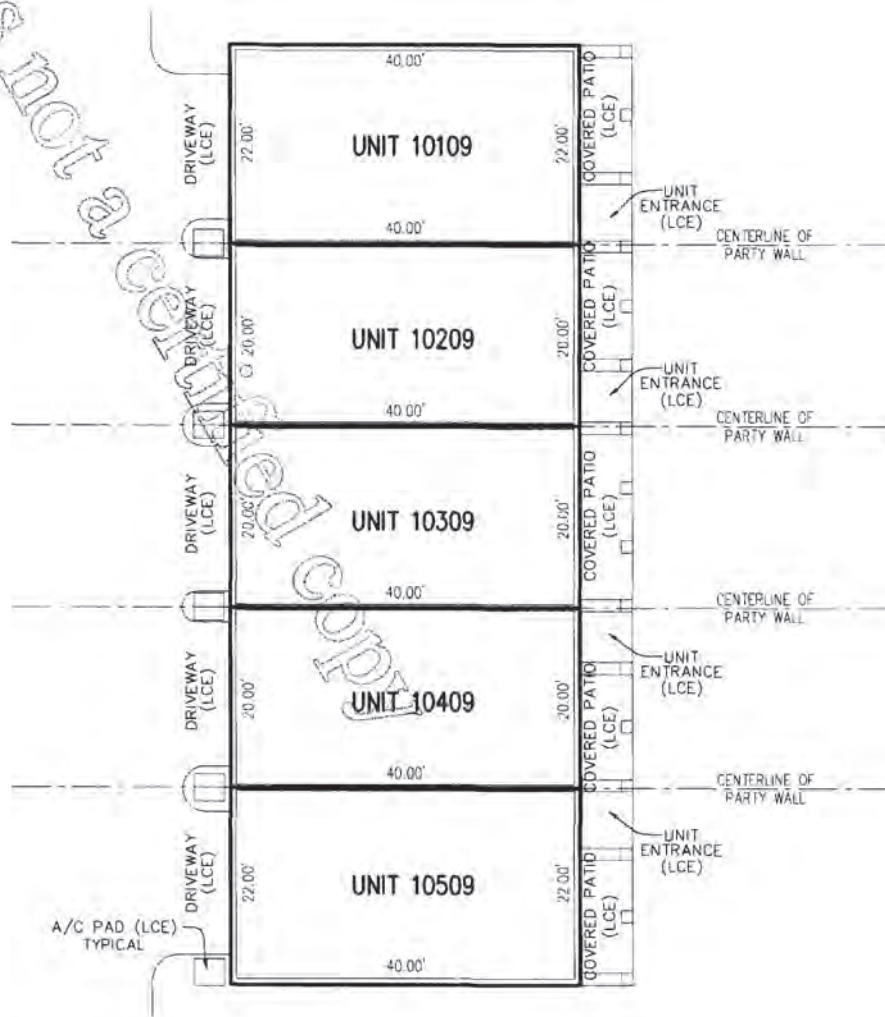
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OFF.	D.P.K.		DATE 2013-08-29
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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 9 UNIT PLAN - FIRST FLOOR

This is not a contract



ABBREVIATIONS:
A/C = AIR CONDITIONER
LCE = LIMITED COMMON ELEMENT

LIDBERG LAND SURVEYING, INC.

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Jupiter, Florida 33458 TEL. 561-746-8454

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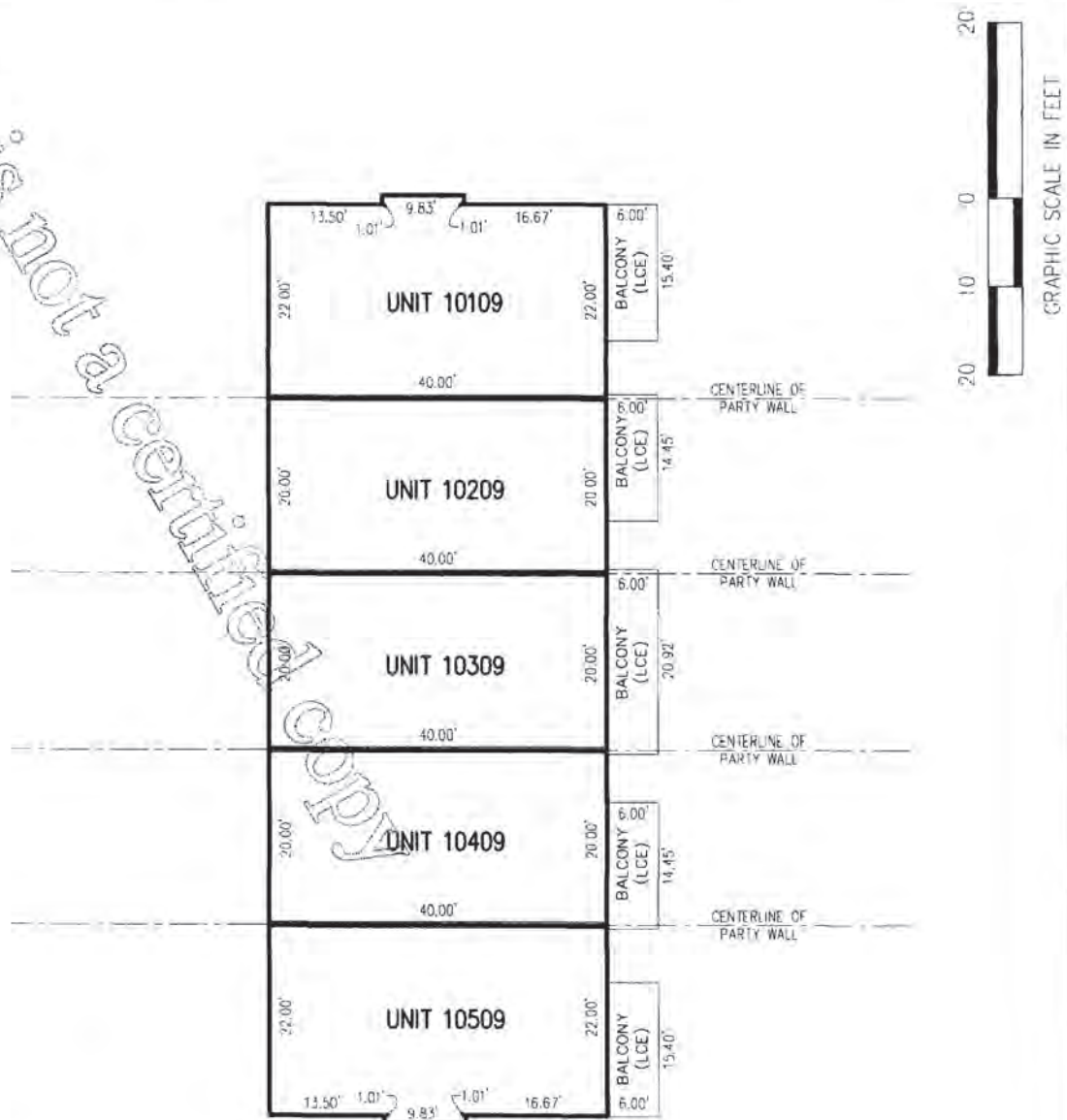
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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 9 UNIT PLAN - SECOND FLOOR

This is not a certified copy



ABBREVIATIONS:
A/C = AIR CONDITIONER
LCE = LIMITED COMMON ELEMENT

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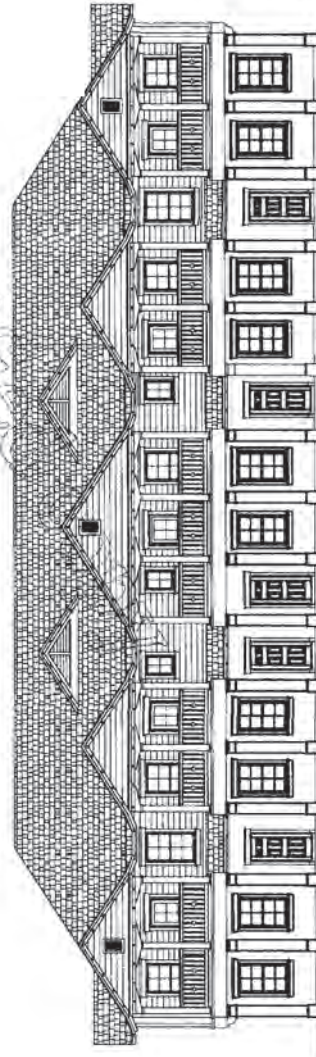
SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 9 FRONT ELEVATION

This is not a certificate

SECOND FLR. CEILING.
EL = 31.03

FIN. 2ND. FLR
EL = 22.08

FINISH FLOOR
EL = 11.08



ABBREVIATIONS:
BTM = BOTTOM
EL = ELEVATION
FIN = FINISH
FLR = FLOOR

FRONT ELEVATION
(NOT TO SCALE)

LIDBERG LAND SURVEYING, INC.

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CRD.	D.C.L.	SHEET 39 OF 40	DWG.	A12-111

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SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASE 9 RIGHT AND LEFT ELEVATIONS

This is not a certified copy

SECOND FLR. CEILING
EL = 31.03

FIN. 2ND FLR
EL = 22.08

FINISH FLOOR
EL = 11.08



LEFT ELEVATION
(NOT TO SCALE)

SECOND FLR. CEILING
EL = 31.03

FIN. 2ND FLR
EL = 22.08

FINISH FLOOR
EL = 11.08



RIGHT ELEVATION
(NOT TO SCALE)

ABBREVIATIONS:
BTM = BOTTOM
EL = ELEVATION
FIN = FINISH
FLR = FLOOR

LIDBERG LAND SURVEYING, INC.

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REF.

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DATE 2013-08-29

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State of Florida

EXHIBIT

"C"



Department of State

I certify from the records of this office that SANDPIPER COVE II AT BOTANICA CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 7, 2013.

The document number of this corporation is N13000009108.

I further certify that said corporation has paid all fees due this office through December 31, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 413A00023575-100813-N13000009108-1/1, noted below.

Authentication Code: 413A00023575-100813-N13000009108-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Eighth day of October, 2013



Ken Detzner
Ken Detzner
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SANDPIPER COVE II AT BOTANICA CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on October 7, 2013, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H13000222293. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N13000009108.

Authentication Code: 413A00023575-100813-N13000009108-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Eighth day of October, 2013



Ken Detzner
Ken Detzner
Secretary of State

**ARTICLES OF INCORPORATION
OF
SANDPIPER COVE II AT BOTANICA CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not for Profit)**

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the Declaration amongst the Public Records of Palm Beach County, Florida, shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:

- A. "Act" means Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the Declaration amongst the Public Records.
- B. "Articles" means these Articles of Incorporation of the Association.
- C. "Association" or "Neighborhood Association" means Sandpiper Cove II at Botanica Condominium Association, Inc., a Florida corporation not for profit, responsible for operating Sandpiper Cove II at Botanica, a Condominium.
- D. "Association Property," means that property, real and personal, which is owned or leased by or dedicated to the Association for the use and benefit of its Members.
- E. "Board" means the Board of Directors of the Association.
- F. "Botanica/Sea Plum" (hereinafter referred to as "Botanica") means the name given to the planned development in which the Condominium is located and which is more particularly described in the Declaration.
- G. "Bylaws" means the Bylaws of the Association.
- H. "Common Elements" means the portion of the Condominium Property not included in the Homes.
- I. "Common Surplus" means the excess of receipts of the Association collected on behalf of Sandpiper Cove II at Botanica, a Condominium (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Neighborhood Common Expenses.
- J. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration(s) and any amendment or amendments thereto and all

improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Homes and Common Elements and all easements intended for use in connection with Sandpiper Cove II at Botanica, a Condominium, all as more particularly described in the Declaration.

K. "County" means Palm Beach County, Florida.

L. "Declaration" means the Declaration of Condominium by which a Sandpiper Cove II at Botanica Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

M. "Developer" means Centex Homes, a Nevada general partnership, its successors, grantees and assigns. A Home Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Developer or of the rights of Developer under the Neighborhood Documents unless such Home Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

N. "Director" means a member of the Board.

O. "Home" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

P. "Home Owner" means "unit owner" as defined in the Act and is the owner of a Home.

Q. "Master Association" means Botanica/Sea Plum Master Association, Inc., a Florida corporation not for profit, organized to administer the Master Declaration and having among its members all Owners in Botanica (as those terms are defined in the Master Declaration). The Home Owners are subject to assessment by the Master Association.

R. "Master Declarant" means New Urban Jupiter Partners, LLC, a Florida limited liability company, and all of such entity's successors and assigns.

S. "Master Declaration" means the Master Declaration of Covenants, Conditions, Restrictions and Easements for Botanica/Sea Plum recorded in Official Records Book 15082, Page 1516, of the Public Records of the County, and all amendments and supplements thereto, whereby portions of the real property at Botanica are set aside from time to time by Master Declarant in accordance with the plan for development set forth therein and whereby the "Common Expenses" (as defined therein) for the land areas designated therein as "Common Areas" are made specifically applicable to Home Owners to be collected by the Association on behalf of the Master Association. The Master Declaration authorizes Common Expenses and Assessments (all as defined therein) to be levied against the Home Owners.

T. "Master Documents" means the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, any rules and regulations promulgated by the Master Association and all of the instruments and documents referred to therein and executed in connection therewith, and any amendments to any of the documents thereto.

U. "Member" means a member or members of the Association.

V. "Neighborhood Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration) which from time to time are assessed against an Owner.

W. "Neighborhood Common Expenses" means expenses for which the Owners are liable to the Association as set forth in various sections of the Act and as described in the Neighborhood Documents and include:

- (i) expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in the Declaration), costs of carrying out the powers and duties of the Association with respect to Sandpiper Cove II at Botanica Condominium(s) and the Condominium Property of each, cost of fire and extended coverage insurance on the Condominium Property; and
- (ii) any other expenses designated as Neighborhood Common Expenses from time to time by the Board.

X. "Neighborhood Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with a Sandpiper Cove II at Botanica Condominium.

Y. "Phase" means those portions of the real property within Sandpiper Cove II at Botanica and improvements thereon which, as contemplated by Section 718.403 of the Act, may become part of the Condominium Property of Sandpiper Cove II at Botanica by the recording of a Declaration or an amendment thereto.

Z. "Public Records" means the Public Records of the County.

AA. "Sandpiper Cove II at Botanica" means the name given to the planned residential development which is currently being developed by Developer, and which is planned to contain thirty two (32) Homes in five (5) phases; two (2) phases which are each to contain a three (3) story residential building with five (5) Homes each, one (1) phase which is to contain a three (3) story residential building with six (6) Homes each, and two (2) phases which are each to contain a three (3) story residential building with eight (8) Homes each, and other Common Elements.

A. "Sandpiper Cove II at Botanica Condominium" means a condominium created within Sandpiper Cove II at Botanica.

BB. "Shared Facilities Agreement" means that certain agreement entered into between Developer, Sandpiper Cove at Botanica Condominium Association, Inc., and the Association which has been or will be recorded in the Public Records of the County.

CC. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Home owned by more than one (1) owner or by any entity.

DD. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

ARTICLE I NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Association shall be SANDPIPER COVE II AT BOTANICA CONDOMINIUM ASSOCIATION, INC., whose principal office and mailing address is 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134.

ARTICLE II PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop Sandpiper Cove II at Botanica on property Developer owns within Botanica. Developer intends to develop Sandpiper Cove II at Botanica as a "phase condominium" as contemplated by Section 718.403 of the Act.

B. If Developer does not submit all Phases described in the Declaration of Sandpiper Cove II at Botanica to condominium ownership, then Developer may develop the land of any such Phases(s) not made a part thereof as another Sandpiper Cove II at Botanica Condominium(s) to be administered by the Association.

C. 1. The Association shall be the condominium association responsible for the operation of all Sandpiper Cove II at Botanica Condominium(s) subject to the terms and restrictions of the Neighborhood Documents; however, Developer reserves the right to incorporate additional association(s) if more than one (1) condominium is created within Sandpiper Cove II at Botanica. Each Home Owner shall be a Member of the Association as provided in these Articles.

2. The purpose for which this Association is organized is to maintain, operate and manage the Sandpiper Cove II at Botanica Condominium(s), including the Condominium Property and Association Property, if any, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Neighborhood Documents and all other lawful purposes.

ARTICLE III POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Neighborhood Documents or the Act.

B. The Association shall have all of the powers to be granted to the Association in the Neighborhood Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Condominium Property, Association Property, if any, and the Common Elements and the levying and collection of Neighborhood Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Homes, the Association Property, if any, and the Common Elements);

2. To make, levy, collect and enforce Neighborhood Assessments and special charges and any other charges and/or fees as provided in the Neighborhood Documents against Home Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of Sandpiper Cove II at Botanica and the payment of Neighborhood Common Expenses and other expenses in the manner provided in the Neighborhood Documents and the Act and to use and expend the proceeds of such Neighborhood Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property and Association Property, if any, in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Condominium Property and Association Property, if any, in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Neighborhood Documents, Master Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and Association Property, if any, and to enter into any other agreements consistent with the purposes of the Association including, but not limited to,

agreements as to the management of the Condominium Property and Association Property, if any, and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Neighborhood Common Expenses of Sandpiper Cove II at Botanica;

7. To purchase real and/or personal property as determined by the Association in compliance with the Neighborhood Documents; and

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property in accordance with the Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Neighborhood Assessments levied for the purpose of repaying any such loan.

ARTICLE IV MEMBERS

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

A. Until such time as Sandpiper Cove II at Botanica Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).

B. Once Sandpiper Cove II at Botanica Condominium is submitted to condominium ownership by the recordation of the Declaration, the Home Owners, which shall mean in the first instance Developer as the owner of all the Homes, shall be entitled to exercise all of the rights and privileges of the Members.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Home as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Home Owner shall terminate as to that Home. Where title to a Home is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Home, shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Home.

D. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Home.

E. If a second Sandpiper Cove II at Botanica Condominium is submitted to condominium ownership, membership in the Association shall be divided into classes ("Class Members") with Home Owners in each Sandpiper Cove II at Botanica Condominium constituting a class. If one or more

additional Sandpiper Cove II at Botanica Condominiums are submitted to condominium ownership, the Home Owners thereof who are Members of the Association shall also be Class Members as to each additional condominium.

F. With respect to voting, the following provisions shall apply:

1. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and F.3 below. In any event, however, each Home shall be entitled to one (1) vote, which vote(s) shall be exercised and cast in accordance with the Declaration and the Neighborhood Documents. In the event there is more than one (1) owner with respect to a Home as a result of the fee interest in such Home being held by more than one (1) person or entity, such owners collectively shall be entitled to one (1) vote for each Home owned in the manner determined by the Declaration.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Sandpiper Cove II at Botanica Condominium or any combination of Sandpiper Cove II at Botanica Condominiums shall be voted upon only by the Class Members of the applicable Sandpiper Cove II at Botanica Condominium(s) and shall be determined by a vote of the majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws); and

(b) Matters substantially pertaining to all of the Sandpiper Cove II at Botanica Condominiums or the Association as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. Any decision as to whether a matter substantially pertains to a particular Sandpiper Cove II at Botanica Condominium or any combination of or all of the Sandpiper Cove II at Botanica Condominiums or to the Association as a whole, for purposes of voting, shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting a Sandpiper Cove II at Botanica Condominium or any combination of Sandpiper Cove II at Botanica Condominiums which the Board determines requires the vote of the Members as a whole shall be effective with regard to a Sandpiper Cove II at Botanica Condominium unless the Class Members of the particular Sandpiper Cove II at Botanica Condominium or any combination of Sandpiper Cove II at Botanica Condominiums so affected shall be given the opportunity to also vote on said action or resolution as a class or classes.

4. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

5. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Neighborhood Documents (provided the express provisions of the Neighborhood Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a

quorum, then such express provision shall govern and control the required vote on the decision of such question.

**ARTICLE V
TERM**

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

**ARTICLE VI
INCORPORATOR**

The name and address of the Incorporator of these Articles are as follows:

David Kanarek
24311 Walden Center Drive, Suite 300
Bonita Springs, Florida 34134

**ARTICLE VII
OFFICERS**

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

**ARTICLE VIII
FIRST OFFICERS**

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

President David Kanarek

Vice President	Scott Brooks
Secretary/Treasurer	Patrick Gonzalez

**ARTICLE IX
BOARD OF DIRECTORS**

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be no less than three (3) nor more than seven (7). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph K of this Article IX. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members if they reside in the Home, except that if a Home is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors. Such individual shall be an officer, director, stockholder, member or partner of the entity. "Reside," as used herein, shall require that the spouse, parents or children of Members who serve on the Board must reside in the Home and use the address of the Home for their voting and vehicle registrations.

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

<u>NAME</u>	<u>ADDRESS</u>
David Kanarek	24311 Walden Center Drive, Suite 300 Bonita Springs, Florida 34134
Scott Brooks	24311 Walden Center Drive, Suite 300 Bonita Springs, Florida 34134
Patrick Gonzalez	24311 Walden Center Drive, Suite 300 Bonita Springs, Florida 34134

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Home Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the "Total Homes" (as hereinafter defined) (as evidenced by the recordation of deeds), including Homes located in all Sandpiper Cove II at Botanica Condominium(s), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the

Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.C.

The term "Total Homes" means the number of Homes contemplated for Sandpiper Cove II at Botanica (less the number of Homes in Sandpiper Cove II at Botanica which Developer decides neither to submit as part of Sandpiper Cove II at Botanica Condominium as provided in the Declarations nor submit to condominium ownership as a separate Sandpiper Cove II at Botanica Condominium).

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

1. If unit owners other than the Developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the Developer are entitled to elect at least one-third of the members of the board of administration of the association. Unit owners other than the Developer are entitled to elect at least a majority of the members of the board of administration of an association, upon the first to occur of any of the following events:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

(e) When the Developer files a petition seeking protection in bankruptcy;

(f) When a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days

after appointment of the receiver that transfer of control would be detrimental to the association or its members; or

(g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such unit, whichever occurs first.

The Developer is entitled to elect at least one member of the board of administration of an association as long as the Developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. After the Developer relinquishes control of the association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

2. Notwithstanding the above Article IX.D (1), Developer shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

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

F. At the Majority Election Meeting, Purchaser Members shall elect two (2) Directors and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

G. At the first Annual Members' Meeting held after the Majority Election Meeting, each Director elected by Purchaser Members shall serve for a term of one (1) year unless a majority of total voting interests in the Association approve staggered terms of no more than two (2) years. In the event of such approval, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest or next whole number is the number of Directors whose term of office shall be

established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

H. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

J. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the sum of the Total Homes for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event". Upon Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

K. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors nor more than seven (7).

L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.

2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to the Association, the Condominium Property, the Association Property, if any, or all Sandpiper Cove II at Botanica Condominiums.

3. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

**ARTICLE X
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Neighborhood Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Neighborhood Assessments against Members to defray the costs of the Neighborhood Common Expenses; and, if delegated by the Master Association, collecting that portion of the Annual Assessment attributable to Home Owners in Sandpiper Cove II at Botanica as determined in accordance with the Master Declaration.

B. Using the proceeds of Neighborhood Assessments in the exercise of the powers and duties of the Association and the Board.

C. Maintaining, repairing and operating the improvements within Sandpiper Cove II at Botanica.

D. Reconstructing improvements after casualties and losses and making further authorized improvements within Sandpiper Cove II at Botanica.

E. Making and amending rules and regulations with respect to all Sandpiper Cove II at Botanica Condominium(s) administered by the Association and for the Condominium Property and Association Property, if any.

F. Enforcing by legal means the provisions of the Neighborhood Documents, Master Documents and the Shared Facilities Agreement.

G. Contracting for the management and maintenance of the Condominium Property and Association Property, if any, authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Neighborhood Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Neighborhood Documents and the Act including, but not limited to, the making of Neighborhood Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Paying taxes and Neighborhood Assessments which are or may become liens against the Common Elements of any Sandpiper Cove II at Botanica Condominium administered by the Association and assessing the same against Homes within such Condominium, the Home Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Neighborhood Documents and acquiring one insurance policy to insure the Condominium Property and Association Property, if any, and to provide for the insurance coverage required pursuant to the Shared Facilities Agreement (as described in the Declaration) to allocate the premiums therefor in a fair and equitable manner.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property and Association Property, if any, of any Sandpiper Cove II at Botanica Condominium administered by the Association and not billed directly to Home Owners.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

L. Engaging in mandatory non-binding arbitration as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 are incorporated by reference herein.

M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Condominiums, Timeshares and Mobile Homes, and updating the question and answer sheet at least annually.

N. Maintaining an adequate number of copies of the Neighborhood Documents and Master Documents, as well as the question and answer sheet referred to in Paragraph X.M. above, on the Condominium Property to ensure their availability to Home Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

O. Ensuring that the following contracts shall be in writing:

- (i) Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.
- (ii) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums.

P. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

Q. All other powers and duties reasonably necessary to operate and maintain all Sandpiper Cove II at Botanica Condominium(s) administered by the Association in compliance with the Neighborhood Documents and the Act.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including legal fees (at all trial and appellate levels) reasonably incurred by or imposed upon them in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.

ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) 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, give the exact language of such amendment and give the date of adoption of the

amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such amendments and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

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

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

C. No amendment may be made to the 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, after the recordation of the Declaration, recorded amongst the Public Records as an amendment to the Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, 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 IX hereof, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the Additional Owner or of the holder, guarantor or insurer of a first mortgage on any Home or of any "Institutional Mortgage" (as defined in each Declaration) without its prior written consent.

F. Notwithstanding anything contained herein to the contrary, Developer and/or the Board may, without the consent of the Home Owners, file any amendment to these Articles which

may be required by an Institutional Mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, that any such Developer and/or Association filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV.E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

1. Binds the Association; and
2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

**ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Association is c/o Pulte Group, 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34135, and the initial registered agent of the Association at that address shall be David Kanarek.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this __ day of October, 2013.



David Kanarek, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Sandpiper Cove II at Botanica Condominium Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

By 

David Kanarek, as Registered Agent

Dated: October 4, 2013

**BYLAWS
OF
SANDPIPER COVE II AT BOTANICA
CONDOMINIUM ASSOCIATION, INC.**

Section 1. Identification of Association

These are the Bylaws of SANDPIPER COVE II AT BOTANICA CONDOMINIUM ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering the condominium known as Sandpiper Cove II at Botanica, a Condominium, and possibly one (1) or more other condominium(s) which may be developed in the development known as Sandpiper Cove II at Botanica as more particularly set forth in the Articles of Incorporation of the Association ("Articles").

1.1. The office of the Association shall be for the present at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, and thereafter may be located at any place designated by the Board.

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

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

Section 2. Definitions

2.1. All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the "Declaration" amongst the Public Records of Palm Beach County, Florida ("County") and, for clarification, certain terms shall have the meanings ascribed to them in the Articles. All terms defined in the Articles shall appear with initial capital letters each time such term appears in these Bylaws.

2.2. Notwithstanding anything to the contrary herein, references to any of the Neighborhood Documents shall be deemed to include any amendment to any such document as set forth therein.

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

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

3.2. The Members shall meet annually at the office of the Association or at such other place in the County located within 45 miles of the Condominium Property, or any other county in Florida where Developer maintains its principal Florida office, at such time as determined by the

Board and as designated in the notice of such meeting ("Annual Members' Meeting"), commencing with the year following the year in which the Articles are filed with the Secretary of State. All such meetings shall be conducted in the English language. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

3.3. Special meetings of the Members or any Class Members, as the case may be, shall be held at any place within the State of Florida whenever called by the President or Vice President of the Association or by a majority of the Board. When twenty percent (20%) of the voting interests petition the Board to address an item of business, the Board must place the item on the agenda at its next regular meeting or at a special meeting of the Board but not later than sixty (60) days after the receipt of the petition. Unless specifically stated otherwise herein, the provisions of these Bylaws pertaining to meetings of Members shall also be applicable to meetings of Class Members.

3.4. Except as otherwise provided herein, written notice of a meeting (whether the Annual Members' Meeting or a special meeting of the Members) shall be mailed, electronically transmitted or hand delivered to each Member at his or her last known address as it appears on the books of the Association or electronically transmitted to the location furnished by the Home Owner for that purpose. Proof of such mailing shall be given by affidavit of the person who mailed such notice and also by such other method as may be required by the Act. The notice shall state the time and place of such meeting and the purposes for which the meeting is called. Unless a Member waives in writing the right to receive notice of the meeting, written notice of Annual Members' Meetings and special meetings of the Members shall be mailed, hand delivered or electronically transmitted to each Member in the manner required by the Act, not less than fourteen (14) days prior to the date of the meeting. Notice of the Annual Members' Meeting or special meeting of the Members shall be posted at a conspicuous place on the Condominium Property, as more particularly set forth in the rules and regulations, at least fourteen (14) continuous days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Members on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. If a meeting of the Members, either a special meeting or an Annual Members' Meeting, is one which, by express provision of the Act or Neighborhood Documents (provided the express provision of the Neighborhood Documents is in accordance with the requirements of the Act) there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Paragraph 3.4, then such express provision shall govern.

3.5. The Members or any Class Members, as the case may be, may waive notice of special meetings. At the discretion of the Board, Members or any Class members may act by written agreement in lieu of a meeting. Written notice of the matter or matters to be considered by written

agreement in lieu of a meeting shall be given to the Members or any Class Members, as the case may be, at the addresses and within the time periods set forth in Section 3.4 hereof or duly waived in accordance with such Section. The notice shall set forth a time period during which time a response must be made by a Member or "Proxy" (as hereinafter defined). The decision of a majority of a quorum of the Voting Interests (as evidenced by signatures on the written agreement) shall be binding on the Members or any Class Members, as the case may be, provided a quorum of the Members or any Class Members, as the case may be, submits a written response. However, if the question is one upon which, by express provisions of the Act or the Neighborhood Documents (provided the express provisions of the Neighborhood Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.6. A quorum of the Members shall consist of persons entitled to cast votes on behalf of a majority of the entire Membership. A quorum of any Class Members shall consist of persons entitled to cast votes on behalf of a majority of such Class Members. 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 Interests present in person or represented by written Proxy shall be required to decide the question. However, if the question is one which, by express provision of the Act or the Neighborhood Documents (provided the express provision of the Neighborhood Documents is in accordance with the requirements of the Act), requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7. If any meeting of the Members or any Class Members, as the case may be, cannot be properly held because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. A quorum is not required for an election to occur; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. In the case of the meeting being adjourned, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8. At any Annual Members' Meeting at which elections of Directors are to occur, Directors shall be elected by written ballot or voting machine. In no event shall Proxies be used in electing the Board, either in general elections or elections to fill vacancies caused by resignation, recall, or otherwise, unless otherwise provided in the Act. The procedures for the nomination of candidates and voting in elections shall be as provided in Section 718.112(2)(d)(3) of the Act.

3.9. If a quorum is not in attendance at a Meeting, the Members entitled to vote thereat 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 Board. In the event any meeting is adjourned or postponed to be continued at another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided herein shall be reduced to the presence in person or by Proxy of one-third (1/3) of the Voting Interests of Members or Class Members of the Association at the adjourned meeting. Actions approved by a majority of the Voting Interests of Members or Class Members present in person or by Proxy at such adjourned meeting at which such reduced quorum exists shall

be binding upon all Members or Class Members and for all purposes except where otherwise provided by law, in the Declaration, in the Articles, or in these Bylaws. This reduction of the quorum requirements shall apply only if the Board sends notice of the adjourned or postponed meeting to the Members or Class Members as elsewhere provided, which notice must specifically provide that quorum requirements will be reduced at the adjourned or postponed meeting.

3.10. Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes report.

3.11. If, as and when more than one (1) Sandpiper Cove II at Botanica Condominium(s), other than the Condominium, are submitted to condominium ownership, Class Members shall be created for Home Owners in each additional Condominium. All classes of Members shall vote in the manner stated in Article IV of the Articles. Voting rights of Members shall be as stated in each Declaration and the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument in writing, signed by a Member, appointing a person to whom the Member delegates the Member's right to cast a vote or votes in the Member's place and stead. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof; provided, however, that no Proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, provided, this express provision is not inconsistent with the requirements of the Act, in which case the Act shall govern and control. Each Proxy shall contain the date, time and place of the meeting for which the Proxy is given. A limited Proxy shall set forth those items which the holder of the Proxy may vote and the manner in which the vote is cast. Members shall not vote by general Proxy, except as provided in Section 718.112(2)(b)(2) of the Act, but may vote by limited Proxy. 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 by virtue of such Proxy. No voting interest or consent right allocated to a Home owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election or otherwise.

3.12. Upon demand of any Member at any time prior to a vote upon any matter at a meeting of the Members, or any Class Members, any Member may demand voting on such matter shall be by secret ballot. The chairman of the meeting shall call for nominations for inspectors to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.13. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations.

Section 4. Board of Directors; Directors' Meetings

4.1. The form of administration of the Association shall be by a Board of not less than three (3) Directors. Except for Developer-appointed Directors, Directors must be Members of the Association or the spouses, parents or children of Members, except that if a Home is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve

on the Board of Directors. Such individual shall be an officer, director, stockholder, member or partner of the entity.

4.2. The provisions of the Articles setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference. Voting for Directors, if applicable, shall be noncumulative. Directors elected by the Members in accordance with Article IX of the Articles shall be elected by a plurality of votes cast by the Members present in person or by Proxy and entitled to vote at a properly held Annual Members' Meeting or special meeting of the Members.

4.3. Subject to Section 4.5 below and the rights of Developer as set forth in the Articles and as set forth in Section 4.5(b) below, vacancies on the Board shall be filled by person(s) elected by the affirmative vote of a majority of the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting. A Director elected by the Board to fill a vacancy shall hold office only until the next election of Directors by the Members.

4.4. The term of each Director's service, except as provided in Section 4.3 of these Bylaws, shall be as set forth in the Articles or until he or she is removed in the manner elsewhere provided herein.

4.5. (a) A Director elected by the Purchaser Members, as provided in the Articles, may be removed from office with or without cause upon the affirmative vote or the agreement in writing of the Purchaser Members who elected such Director acting on behalf of a majority of Voting Interests held by such Purchaser Members at a special meeting of such Purchaser Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in Section 718.112(2)(j), F.S., as it may be amended from time to time, and as provided in Rule 61B-23.0026, F.A.C.

(b) A Director on the First Board or designated by Developer as provided in the Articles may be removed only by Developer.

4.6. Notice to Members of the Annual Members' Meeting at which the Board of Directors is elected shall specify that the organizational meeting of the newly elected Board shall be held immediately following the Annual Members' Meeting. In the event the newly elected Board announces at the Annual Members' Meeting that it will not have its organizational meeting immediately after the Annual Members' Meeting, the Members shall be properly noticed as provided for in these Bylaws. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

4.7. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. All meetings of the Board shall be conducted in the English language. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors. Participation in meetings of the Board by telephone or another form of electronic communication is permitted subject to the requirements of Section 718.112 (2)(b)5, F.S.

4.8. Notice of the time, agenda and place of the organizational, regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or electronic transmission at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property of each Sandpiper Cove II at Botanica Condominium, as more specifically set forth in the rules and regulations, at least forty-eight (48) continuous hours in advance for the attention of Members. Notice of any meeting where regular or Special Assessments against Members are to be considered for any reason shall specifically state that Assessments will be considered and the nature, estimated cost and description of the purposes for such Assessments. Notice of a meeting where non-emergency Special Assessments or amendments to rules regarding Home use will be considered shall be mailed, hand delivered or electronically transmitted to the Home Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Board on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Proof of such mailing shall be given by affidavit executed by the person providing the notice and filed among the official records of the Association. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the Neighborhood Documents. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such action because of an asserted conflict of interest. A director of the Association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention for each Director present shall be recorded in the minutes. If at any meetings of the Board there shall be less than a quorum present, the majority of those present entitled to vote may adjourn the meeting from time to time until a quorum is present. At any properly held 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, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.10. The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11. Directors shall not receive any compensation for their services.

4.12. The Board shall have the power to appoint executive committees of the Board consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board as may be delegated to such executive committees by the Board.

4.13. Meetings of the Board shall be open to all Members. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations. All Board meetings shall be conducted in the English language. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations.

Section 5. Fining Procedure for Enforcement of the Neighborhood Documents; Fees

5.1. A nonexclusive optional procedure for Board enforcement of the Neighborhood Documents, including the rules and regulations, shall be as follows:

5.1.1. First Offense (1st Notice)

When the Association becomes aware of noncompliance of a rule or regulation by a Home Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Home Owner advising him or her of the rule which he or she has been accused of violating and warning that strict compliance with the rules and regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

5.1.2. Second Offense (2nd Notice)

If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, the Association will provide by certified mail reasonable notice and opportunity to the Home Owner, and, if applicable, its licensee or invitee, for a hearing to be held before a committee of other Home Owners who are neither Board members nor persons residing in a Board member's household to authorize a fine to be levied upon the violating Home Owner. If the committee does not agree with the fine, the fine may not be levied. The fine for a second offense may not exceed the maximum amount permitted by the Act.

5.1.3. Third Offense (3rd Notice)

If the Association receives a third report that a violation has been repeated or has continued beyond the hearing of the committee referenced in Section 5.1.2 above and the committee ruled in favor of the fines being levied, the Home Owner will continue to incur the daily fine levied by the committee, in an amount not to exceed the maximum amount permitted by the Act.

5.1.4. Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing as referenced in

Section 5.1.2 above, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

5.2. Exemptions and Hearings

(a) Any Home Owner may appear before a committee of other Home Owners as permitted by the Act to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

(b) If the committee of other Home Owners do not agree with the fine, the fine may not be levied. Where the Association levies fines and the committee of other Home Owners have consented to such fines, such fines shall be levied pursuant to the procedures set forth in the rules and regulations and in accordance with the Act.

(c) Before any items of construction can be materially altered or demolished, judicial proceedings must be instituted by the Association.

5.3. A Home Owner who fails to timely pay any Neighborhood Assessment shall be charged a late charge by the Association for such late Neighborhood Assessment in an amount not to exceed the maximum amount permitted by the Act. Home Owners shall be responsible to pay all legal fees (including but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Neighborhood Assessments whether or not an action at law to collect said Neighborhood Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any court costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment.

5.4. (a) The existence of the Association's right to fine as herein provided shall not preclude nor limit its right to seek any other enforcement method or remedy provided: (i) pursuant to the Neighborhood Documents; (ii) at law; or (iii) in equity.

(b) The amount of the fines as set forth herein may be increased by the Board in its sole discretion; provided, however, any such increase shall conform to the applicable requirements of the Act as to the maximum dollar amount of such fines as such maximum dollar amount may be increased by amendment of the Act from time to time.

5.5. Written Inquiries by Home Owners

Written inquiries by Members to the Board shall be handled in accordance with Section 718.112(2)(a)(2), F.S., as it may be amended from time to time.

Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed from office without cause by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect and designate the powers and duties of such other officers and assistant officers as the Board shall find to be required to manage the affairs of the Association.

6.2. The President, who shall be a Director, shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the president of a condominium association including, but not limited to, the power to appoint committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board.

6.3. The Vice President(s) shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc. and shall be called upon in such order to exercise the powers and perform the duties of the President if he or she is absent or incapacitated.

6.4. The Secretary shall cause the minutes of all meetings of the Association, of the Board and of the Members to be kept, which minutes shall be recorded in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He or she shall keep the 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 Board or the President. The Assistant Secretary, if any, shall assist the Secretary and shall perform the duties of the Secretary when the Secretary is absent.

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

6.6. Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Association nor preclude the contracting with a Director or an officer for the management of all or any portion of Sandpiper Cove II at Botanica.

Section 7. Accounting Records; Fiscal Management

7.1. Accounting Records

(a) The Association shall maintain the official records of the Association in accordance with Section 718.111(12) of the Act, which records shall be open to inspection by Members and owners of first mortgages on Homes or their authorized representatives at reasonable times. The Association may charge Home Owners, owners of first mortgages on Homes or their authorized representative its actual costs for preparing and furnishing copies of the documents including, but not limited to, the Declaration, Articles, Bylaws, Rules and Regulations, question and answer sheet and any amendment to the foregoing to those requesting same. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within ten (10) working days before the date of the inspection. The official records shall include accounting records for the Association maintained according to good accounting practices, and such accounting records shall be maintained for a period of not less than seven (7) years. Accounting records so maintained by the Association shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures; (ii) a current account, and a quarterly statement of the account for each Home or as reported at such interval as may be required by the Act as amended from time to time by the Florida Legislature, designating the name of the owner thereof, the due date and amount of each Assessment, the amount paid upon the account, and the balance due; (iii) all audits, reviews, accounting statements and financial reports of the Association; and (iv) all contracts for work to be performed, and such bids shall be considered official records and maintained by the Association.

(b) A report of the actual receipts and expenditures of the Association for the previous twelve (12) months ("Report") shall be prepared annually by an accountant or Certified Public Accountant in accordance with Section 718.111(13) of the Act. The Report shall be prepared consistent with the requirements of Rule 61B-22.006, F.A.C. and a copy of such report shall be furnished in accordance with the Act to each Member, if requested, not later than the first day of April of the year following the year for which the Report is made. The Report will include account classifications designated in the Act, if applicable, and accounts otherwise included at the Board's discretion. The Report shall be deemed to be furnished to the Member upon its delivery, electronic transmission or mailing to the Member at the last known address shown on the books and records of the Association. Any mortgagee of a Home may have an audited financial statement of the Association's accounts prepared at its own expense, if there is no audited financial statement available from the Association.

7.2. Budget

(a) The Board shall adopt a Budget for the estimated revenues and Neighborhood Common Expenses of the Condominium ("Budget") for each forthcoming fiscal year ("Budget Year") at a special meeting of the Board ("Budget Meeting") called for that purpose prior to the end of the current fiscal year. Prior to the Budget Meeting a proposed Budget for the Condominium shall be prepared by or on behalf of the Board, which Budget(s) shall include, but not be limited to, the following items of expense applicable to the Condominium:

- (i) Administration of the Association
- (ii) Utilities
- (iii) Management Fees
- (iv) Maintenance
- (v) Rent for recreational and other commonly used facilities
- (vi) Taxes upon Association Property, if any
- (vii) Taxes upon leased areas
- (viii) Insurance
- (ix) Security provisions
- (x) Other expenses
- (xi) Operating capital
- (xii) Reserves for Capital Expenditures and Deferred Maintenance
- (xiii) Fees payable to the Division of Florida Condominiums, Timeshares and Mobile Homes

(b) The Budget for the Condominium constitutes an estimate of the expenses to be incurred by the Association for and on behalf of the Condominium. The procedure for the allocation of the expenses attributable to the Condominiums, which are the Neighborhood Common Expenses of the Condominium, shall be as follows:

(i) Expenses of the Association which are applicable to more than one (1) Sandpiper Cove II at Botanica Condominium (such as administrative expenses) shall be allocated by the Board amongst the several Sandpiper Cove II at Botanica Condominiums to which such expenses are applicable by multiplying the amount of such expenses by a fraction with respect to the Condominium, the numerator of which is the number of Homes within the particular Sandpiper Cove II at Botanica Condominium to which such expenses are being allocated and the denominator of which is the total number of Homes in the various Sandpiper Cove II at Botanica Condominiums to which such expenses are applicable; provided, however, that if such method of allocation is inequitable due to the fact that a grossly disproportionate amount of such expenses are attributable to a particular Sandpiper Cove II at Botanica Condominium, then the Board may allocate such expenses in a manner deemed by it to be fair and equitable.

(ii) Expenses of the Association which are applicable to one (1) Sandpiper Cove II at Botanica Condominium (such as, but not limited to, utilities and maintenance for the Common Elements of a particular Sandpiper Cove II at Botanica Condominium) shall be allocated by the Board as a Neighborhood Common Expense solely of such Sandpiper Cove II at Botanica Condominium.

(iii) In the event there is only one (1) condominium comprising Sandpiper Cove II at Botanica Condominium, then all expenses of the Association shall be applicable to that condominium.

(c) Neighborhood Common Expenses with respect to Condominium Property and Association Property, if any, (i.e., property held in the name of the Association, not the Common

Elements), if any, shall be assessed against all Homes in direct proportion to the percentage of ownership in the Common Elements and in the Common Surplus as set forth in the Declarations of Condominium of all the condominiums comprising Sandpiper Cove II at Botanica Condominium, as they may exist from time to time, after the allocation between or among condominiums is made by the Board pursuant to Section 7.2(b)(i) hereinabove.

(d) The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Condominium Property. The Budget for the Condominium shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property. The reserve accounts shall include, but not be limited to, roof replacement, roadway resurfacing and building exterior repainting regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event that, by a majority vote of either Members or Class Members, as applicable, at a duly called meeting of the Association, elect to have less than a full reserve or no reserve for deferred maintenance and replacement, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be. Proxies used for the purpose of reserves votes shall conform to the requirements of Section 718.112(2)(f)4 of the Act.

(e) Copies of the applicable proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member or Class Member at the Member's last known address, as reflected on the books and records of the Association, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members. Failure to timely adopt a Budget for the Condominium shall not alter or abrogate the obligation to pay Neighborhood Common Expenses.

(f) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association 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 (1) calendar year for Neighborhood Common Expenses which cover more than such calendar year; (iv) Neighborhood Assessments shall be made not less frequently than monthly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses and for all unpaid expenses previously incurred; and (v) 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, Neighborhood Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year as such expenses are incurred in accordance with generally accepted accounting standards and principles.

(g) No Board shall be required to anticipate revenue from Neighborhood Assessments or expend funds to pay for Neighborhood Common Expenses or Operating Expenses

not included in a Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from expenses being greater than income from Neighborhood Assessments, then such deficits shall be carried into the applicable Budget for the next succeeding year as a deficiency or shall be the subject of a Special Assessment to be levied by the Board as otherwise provided in the applicable Declaration.

(h) The Board may also include in the proposed Budget a sum of money as an Assessment for the making of betterments to the Condominium Property and Association Property, if any, for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. This sum of money so fixed may then be levied upon the Members by the Board as a Special Assessment and shall be considered an "Excluded Expense" under Section 7.3(a) hereof.

7.3. Adoption of Budget

Until the provisions of Section 718.112(2)(e) of the Act relative to the Members' approval of a Budget requiring Neighborhood Assessments against the Members in excess of 115% of such Neighborhood Assessments for the Members in the preceding year are declared invalid by the courts, or until amended by the Florida Legislature, the following shall be applicable (however, if such amendment merely substitutes another amount for 115%, then such new amount shall be substituted for 115% each time it is used in this Section 7.3):

(a) Should the Budget adopted by the Board at the Budget Meeting require Neighborhood Assessments against Members of an amount which is not greater than one hundred fifteen percent (115%) of such Neighborhood Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Neighborhood Assessments required to meet the Budget exceed one hundred fifteen percent (115%) of such assessments for the Membership for the preceding year ("Excess Assessment"), then the provisions of Subsections 7.3(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses ("Excluded Expenses") as follows:

(1) Reserves for repair or replacement of any portion of the Condominium Property or Association Property, if any;

(2) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and

(3) Neighborhood Assessments for betterments to the Condominium Property and Association Property, if any.

(b) Should the Excess Assessment be adopted by the Board, then upon delivery to the Board, within twenty one (21) days after the Budget Meeting, of a written application requesting a special meeting signed by ten percent (10%) of the Voting Interests of the Homes, the Board shall call a special meeting to be held upon not less than fourteen (14) days' written notice to each Member, but to be held within sixty (60) days of the delivery of such application to the Board. At said special meeting, the Members shall consider and enact a Budget of Neighborhood Common Expenses. The adoption of the revisions to the Budget of Neighborhood

Common Expenses shall require approval of not less than a majority of Voting Interests appurtenant to all Homes in the Condominium. The Board may propose revisions to the Members at a meeting of Members or in writing, and, if a revised Budget of Neighborhood Common Expenses is enacted at said special meeting, then the revised Budget shall be, as to the Neighborhood Common Expenses, incorporated into the final Budget. If no written application is delivered as provided herein and a quorum is not obtained or a substitute budget is not adopted by the Members, then the Budget originally adopted by the Board shall be the final Budget and shall go into effect as scheduled.

(c) Until the Majority Election Meeting, the Board shall not impose a Neighborhood Assessment pursuant to a Budget for Neighborhood Common Expenses for the Condominium which is greater than one hundred fifteen percent (115%) of the prior fiscal year's Neighborhood Assessment without approval of a majority of the Voting Interests of Members to be so assessed.

(d) If, as and when more than one (1) Sandpiper Cove II at Botanica Condominiums are created pursuant to the Act, then the Budget shall allocate Neighborhood Assessments for Neighborhood Common Expenses to each Sandpiper Cove II at Botanica Condominium. In each case in which the Neighborhood Assessments for Neighborhood Common Expenses for the affected Sandpiper Cove II at Botanica Condominium [less expenses for matters similar to those matters set forth in Paragraphs 7.3(a)(1), 7.3(a)(2) and 7.3(a)(3) above] exceed one hundred fifteen percent (115%) of such Neighborhood Assessments for the prior year, the affected Members shall have the right to revise the Budget as same applies to them in the same manner as set forth in Paragraph 7.3(b) above.

7.4. Allocation of Neighborhood Common Expenses

(a) The portion of the expenses to be allocated to the operation and management of the Condominium shall be set forth in the Budget and shall constitute the Neighborhood Common Expenses of the Condominium. The Neighborhood Common Expenses shall be apportioned to each Home Owner based upon his share of Neighborhood Common Expenses, as provided in the Declaration of the Condominium.

(b) Notwithstanding the allocation to each Home of its share of Neighborhood Common Expenses, a Home Owner shall also be liable for any Special Assessments levied by the Board against his/her Home as provided in the Neighborhood Documents. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Home Owners; provided, however, that upon completion of such specific purpose or purposes any excess funds shall be considered Common Surplus. The Association shall collect Neighborhood Assessments and Special Assessments for Neighborhood Common Expenses from a Home Owner in the manner set forth in the Neighborhood Documents.

(c) To the extent that the Association at any time has either a Common Surplus or Neighborhood Common Expense in regard to the operation of the Condominium which cannot be attributed to one or more particular Sandpiper Cove II at Botanica Condominium(s), then such Common Surplus or Neighborhood Common Expense shall be prorated equally based on the number

of Homes within each Sandpiper Cove II at Botanica Condominium and thereafter be deemed a Neighborhood Common Expense or Common Surplus of each Sandpiper Cove II at Botanica Condominium as set forth in its Declaration.

(d) If, as and when more than one (1) Sandpiper Cove II at Botanica Condominiums are created pursuant to the Act, the expenses attributable to each Sandpiper Cove II at Botanica Condominium shall be allocated and apportioned to each Sandpiper Cove II at Botanica Condominium in the manner set forth in Paragraphs 7.4(a) and 7.4(b) above.

7.5 Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board. Notwithstanding the foregoing, the President and/or the Treasurer of the Association shall be authorized to sign checks on behalf of the Association, unless otherwise specified by the Board.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Condominium at any meeting of the Board; provided such rules and regulations are not inconsistent with the Neighborhood Documents nor detrimental to sales of Homes by Developer. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or electronically transmitted to all Home Owners at the last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of the Association when not in conflict with the Neighborhood Documents or the Act. In the event of a conflict, the provisions of the Neighborhood Documents and the Act shall govern.

Section 10. Amendments of the Bylaws

10.1. These Bylaws may be amended by the affirmative vote of not less than a majority of the votes of Members entitled to vote thereon, represented in person or by Proxy at a properly held Annual Members' Meeting or special meeting of the Membership and the approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

10.2. An amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.3. No modification or amendment to these Bylaws shall be adopted which would affect or impair the priority of any holder, insurer or guarantor of a first mortgage on any Home in Sandpiper Cove II at Botanica Condominium, the validity of such mortgage or any of the rights of Developer.

Section 11. Fidelity Bonding

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in accordance with Section 718.111(11)(d) of the Act.

Section 12. Condemnation of Common Elements

The Association has a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Section 13. Arbitration

Pursuant to Section 718.1255 of the Act, mandatory nonbinding arbitration shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

Section 14. Certificate of Compliance

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Homes to the applicable fire and life safety code.

Section 15. Recall of Board Members

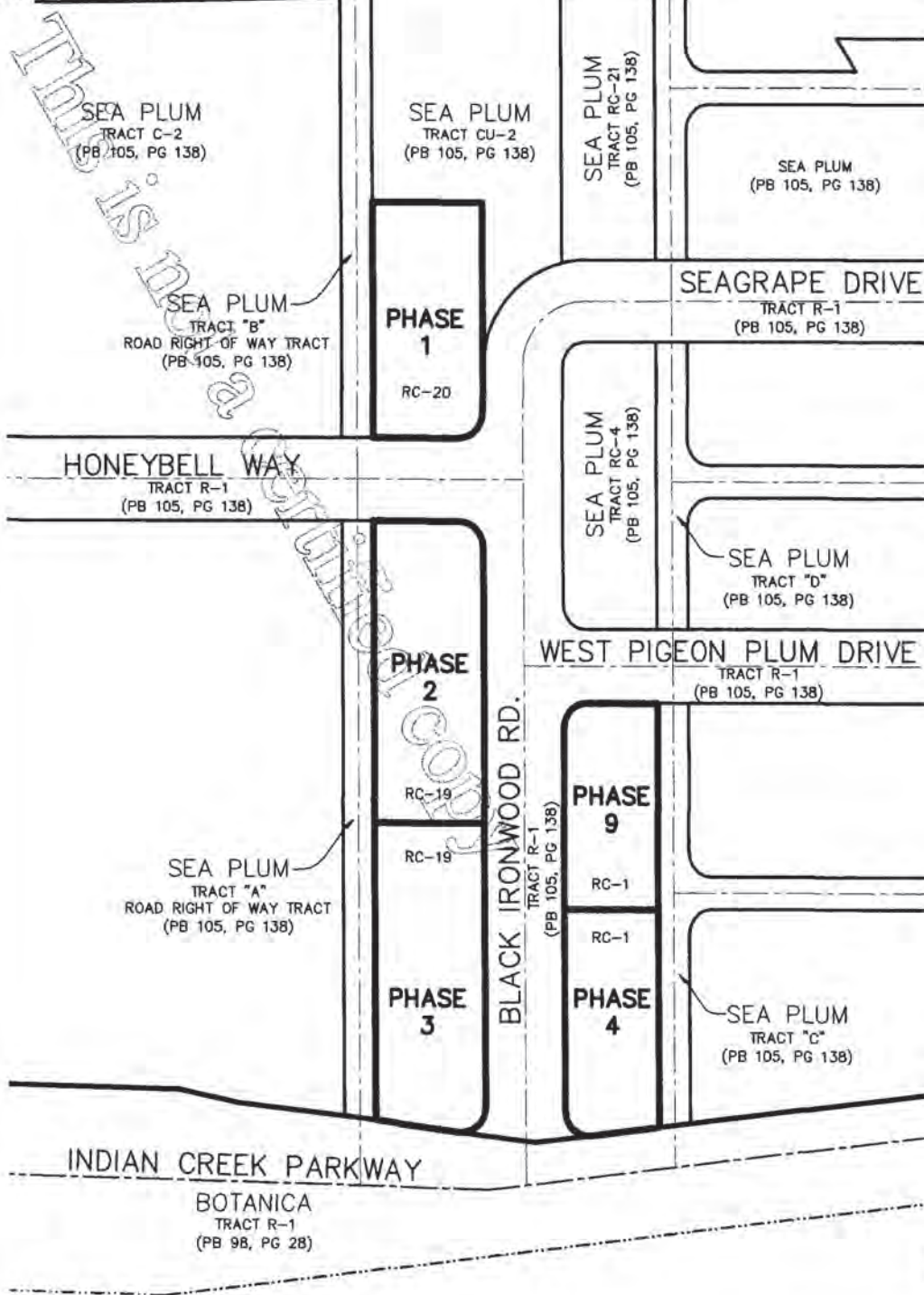
Pursuant to Section 718.112(2)(j) of the Act, any Board member may be recalled and removed from office as provided for and described therein.

The foregoing Bylaws of Sandpiper Cove II at Botanica Condominium Association, Inc., were adopted by the Board of Directors as of the date of filing the Articles of Incorporation for the Association.

SANDPIPER COVE II AT BOTANICA, A CONDOMINIUM PHASING PLAN

EXHIBIT

"E"



ABBREVIATIONS:
 PB = PLAT BOOK
 PG. = PAGE

LIDBERG LAND SURVEYING, INC.

675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

LB4431

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CERTIFICATE REGARDING PAID REAL ESTATE TAXES

In compliance with Chapter 718.105(5) of the Act, this is to certify that that all real estate taxes due and owing on the "Condominium Property," as described in the foregoing Declaration of Condominium for Sandpiper Cove II at Botanica ("Declaration"), have been paid as of the date of recordation of this Declaration.

WITNESSES:

CENTEX HOMES, a Nevada general partnership
By: CENTEX REAL ESTATE CORPORATION
a Nevada corporation
Its: Managing General Partner

[Signature]
Signature
Cynthia Diekmann
Printed Name

By: [Signature]
Printed Name: Richard McCormick
Title: Vice President Land

(CORPORATE SEAL)

[Signature]
Signature
Laura A Ray
Printed Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 20th day of November, 2013, by RICHARD MCCORMICK, the VP - LAND of the South Florida Division of CENTEX REAL ESTATE CORPORATION, a Nevada corporation on behalf of the corporation, as the Managing General Partner of CENTEX HOMES, a Nevada general partnership, who is personally known to me.

[Signature]
Notary Public

My Commission Expires:

