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SECOND
 AMENDED & RESTATED
 DECLARATION OF CONDOMINIUM
 OF
 TURTLE CREEK EAST

*This second amended and restated Declaration of Condominium of TURTLE CREEK EAST CONDOMINIUM, Tequesta, Martin County, Florida is made this 23rd day of April 2007 hereinafter called "Association" wherein the members of Association by a vote sufficient for approval, have adopted and approved the following Second Amended & Restated Declaration of Condominium.

ARTICLE I

PURPOSE

The purpose of this Declaration is to continue the submission of the lands described in this instrument and the improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as presently enacted, hereinafter called the "Condominium Act".

A. Name and Address. The name by which this condominium is identified is Turtle Creek East, which is located at 10410 SE Terrapin Place, Tequesta, Martin County, Florida.

B. The Land. The lands which are held by the record title owners of the fifty-four (54) Town House units, by this instrument are resubmitted and reconfirmed to the condominium form of ownership, and are the following lands lying and being in Martin County, Florida:

See Exhibit "A" attached hereto and made a part hereof, which lands are called the "Land".

C. Relationship. The Condominium has a relationship with Turtle Creek No. 1 Association, Turtle Creek Village Property Owners Association, Turtle Creek Club and Hunt Club in the financing and operation of Turtle Creek Village.

*Previously recorded at O.R. Book 891, Page 1737 and amended at O.R. Book 912, Page 2133 and amended at O.R. Book 1089, Page 1849 and amended at O.R. Book 1107, Page 1201 and amended at O.R. Book 1114, Page 2327 in the Public Records of Martin County, Florida.

ARTICLE II

DEFINITIONS

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

A. Dwelling Unit, a Unit and Town House Unit means unit as defined by this Declaration, and, except as otherwise noted, the terms Town House, dwelling unit and unit shall be used interchangeably in this Declaration and have the same meaning and the terms, dwelling unit and unit shall have the same meaning.

B. Dwelling Unit Owner means owner as determined by the deed recorded in the public records of Martin County, Florida, subject to the limits stated in the Articles of Incorporation and By-Laws.

C. Association means TURTLE CREEK EAST OWNERS ASSOCIATION, INC., a Florida not for profit corporation, under its Articles of Incorporation as lawfully amended from time to time, and its successors.

D. Common Elements shall include the real property and the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, including the club house and pool.

E. Common Expenses include:

1. Expenses of administration; expenses of maintenance, operation, repair and replacement of the common elements and of the portions of dwelling units to be maintained by the Association.

2. Expenses declared common expenses by the provisions of this Declaration or the By-Laws.

F. Condominium means all of the condominium property as a whole when the context so permits.

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

H. Utility services shall include but not be limited to electric power, water, garbage, sewage disposal and cable service.

I. Common Surplus means the excess of all receipts of the Association, including but not limited to assessments, interest income and revenues on account of the common elements, over the amount of common expenses.

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

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

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

M. Special Assessment means a share of the funds required for the payment of common expenses, which are unbudgeted or for which insufficient provision is made in the budget, occasioned by unforeseeable and fortuitous events, which from time to time, are assessed against the unit and unit owner.

N. Patio Homes means the single family detached patio homes subject to the Declaration of Covenants, Restrictions and Easements for Turtle Creek East, recorded in the Public Records of Martin County, Florida in Official Records Book 802, Page 2686.

ARTICLE III

DEDICATION OF RECREATIONAL PROPERTY AND COMMON ELEMENTS

A. Description of Recreation and Common Properties. The recreational and common properties include landscaping, recreational building, automobile and golf cart parking areas, swimming pool, and other facilities located substantially as shown on the drawing attached hereto as Exhibit "B".

B. Ingress and Egress. The common property, which includes streets, walkways and parking areas which are available for the purpose of pedestrian and vehicular ingress and egress across the upon the common property, is described in Exhibit "B". The owners for themselves, their successors and their assigns hereby declare

and covenant that said recreational and common element property shall at all times be open, remain open and useable by the fee owners and their guests, contractors, employees and invitees of condominium dwelling units in the condominium known as TURTLE CREEK EAST CONDOMINIUM.

C. Owners' Rights and Obligations. Each dwelling unit owner shall have equal rights to possession and use of the recreational and common use properties. The assessment for said facilities shall include, without limitation, maintenance, taxes and insurance, and shall be charged to the dwelling unit owner's entitled to the use of said facilities. Each unit owner shall share equally in the cost of maintaining recreational facilities. They shall also share equally in the cost of maintaining all the roadways, parking areas and perimeter walls at TURTLE CREEK EAST CONDOMINIUM.

D. The recreational facilities and common property are subject to easements in favor of the patio home owners who are also members of the association.

ARTICLE IV

CONDOMINIUM PLAN

The condominium is described and established as follows:

A. Survey. The survey of the land, showing all improvements on it, is attached as Exhibit "C".

B. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications therefore prepared by Adair & Brady, Inc., West Palm Beach, Florida, a portion of which plans are attached hereto as Exhibits "D", "E" and "F".

C. Improvements - General Description.

1. Town House Buildings. The condominium includes six Town House buildings which contains fifty four (54) dwelling units. Building "A" contains ten (10) units, Building "B" contains four (4) units, Building "C" contains eighteen (18) units, Building "D" contains four (4) units, Building "E" contains six (6) units and Building "F" contains 12 units. Each of the fifty-four (54) units has 2 bedrooms, one bedroom/den and three full baths and one (1) assigned parking space.

2. Detached Single Family Patio Homes. The Turtle Creek East project also includes thirty-four lots on the Plat recorded in the Public Record of Martin County identified as "Turtle Creek East II". Lot thirty-four (34) does not contain a dwelling unit and is unable to do so due to its size so that there are thirty-three (33) dwelling units. On the thirty-three (33) lots are constructed thirty-three (33) Patio Home single detached zero lot line dwelling units, one per lot. These dwelling units are subject to a "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON TURTLE CREEK EAST II" as recorded in the Public Records of Martin County, Florida, a copy of which is attached hereto as Exhibit "H".

D. Condominium Dwelling Unit Boundaries. Each condominium dwelling unit, which term, as used in this subsection concerning boundaries, shall include that part of the Town House buildings only containing the dwelling unit that lies within the boundaries of the dwelling unit, which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the dwelling unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

a. Upper Boundary. The horizontal plane of the lower surfaces of the ceiling slab.

b. Lower Boundary. The horizontal plane of the lower surfaces of the ceiling slab.

2. Perimetrical Boundaries. The perimetrical boundaries of the dwelling unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

a. Exterior Building Walls. The intersecting vertical plane adjacent to, and which includes the exterior of the outside walls of the Town House building bounding a dwelling unit and the fixtures thereon, and where there is attached to the building a screened porch, or other portion of the building, serving only the dwelling unit being bounded, such boundaries shall be intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of first floor dwelling units, such boundaries shall include the private terrace serving such dwelling unit.

b. All walls and airspaces between condominium units shall be deemed to be divided as equally as is possible between the two (2) units that are on either side.

E. Easements/Ingress-Egress. Easements are reserved through the condominium property as may be required for utility services in order to serve this condominium adequately. Easements are specifically reserved over and across the streets constructed on the common property in order that the dwelling unit owners of this condominium shall have the right of ingress and egress over and across said streets. All of the aforesaid easements shall be in favor of all of the dwelling unit owners of the TURTLE CREEK EAST CONDOMINIUM, their mortgagees, families, visitors and guests, and shall not be considered or construed as an easement or dedication to the public in general.

F. Easement for Unintentional and Non-negligent Encroachments. In the event that any Town House shall encroach upon any common property for any reason not caused by the purposeful or negligent act of the Town House or Patio Home owner or owners, or agents of such, an easement shall exist for the continuance of such encroachment onto the common property for so long as such encroachment shall naturally exist; and, in the event that any portion of the common property shall encroach upon any Town House, then an easement shall exist for the continuance of any encroachment of the common property into any Town House or Patio Home for so long as such encroachment shall naturally exist.

G. Common Elements. The common elements include the land and all other parts of the condominium not within the dwelling units, as well as all conduits, ducts, plumbing, wiring and any other facilities for the furnishing of utility services that serve more than one (1) condominium unit.

ARTICLE V

THE DWELLING UNITS

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

A. Typical Town House Dwelling Unit Plans. The typical dwelling unit floor plans which are located in are described by building plans attached as a portion of Exhibits "D", "E" and "F"; Exhibit "G" attached describes Town House unit numbers with identifying floor plans.

B. Town House Dwelling Unit Numbers. The dwelling units are numbered as shown on Exhibit "G", which is attached hereto.

C. Appurtenances to Dwelling Units. The owner of each dwelling unit shall own a share and a certain interest in the condominium property, which share and interest are appurtenant to his dwelling unit, including but not limited to the following items which are appurtenant to the several dwelling units as indicated: All stairs, walkways, balconies, driveways, parking (unassigned) access to and from all common use areas and property.

1. Common Elements and Common Surplus. Each dwelling unit shall own an undivided equal share in the land and other common elements and the common surplus.

2. Automobile and Golf Cart Parking Space. The limited common elements include the assigned parking area for automobiles and golf carts of dwelling unit owners as shown on the condominium plans. Additional parking areas may be assigned pursuant to the regulations of the Association.

3. Association Membership. The membership of each dwelling unit owner in the Association and the interest of each dwelling unit owner in the funds and assets held by the Association is equal. Each unit shall have one vote on all matters to be determined by the Association.

D. Liability for Common Expenses. Each dwelling unit owner shall be liable for an equal share of the common expenses.

ARTICLE VI

MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Town House dwelling units within the condominium property and restrictions upon its alteration and improvements shall be as follows:

A. Dwelling Units

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

a. All portions of a dwelling unit, except interior surfaces, contributing to the support of the Town House building, which portions shall include but not be limited to the outside walls of the Town House building, and all fixtures on its exterior, boundary walls of dwelling units, floor and ceiling slabs, load-bearing columns, load-bearing walls, except the

Association shall not be responsible for screens, windows and window frames, sliding glass doors and frames, entrance doors and door frames which are unit owner responsibilities as covered in paragraph 2(a) below.

b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services in the portions of a dwelling unit maintained by the Association and all such facilities contained within a dwelling unit that service part or parts of the condominium other than the dwelling unit within which contained, excluding air conditioning and heating units.

c. All incidental damages caused to a dwelling unit by such work shall be repaired promptly at the expense of the Association.

2. By the Town House Unit Owner.

a. Except for the portions to be maintained, repaired and replaced by the Association each unit owner is to maintain, repair and replace at his expense all portions of his dwelling unit, including the air conditioning and heating units, screens, windows and window frames, sliding glass doors and frame, entrance doors and door frames. Such shall be done without disturbing the rights of other dwelling unit owners.

b. An owner shall not paint or otherwise decorate or change the appearance of and portion of the exterior of the Town House building without the approval of the Association.

c. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

d. To maintain, replace and repair all hurricane shutters on the exterior of his dwelling unit provided, however, that the Association shall have the authority to approve the purchase and initial installation of same.

e. In any case where an Owner shall fail to properly maintain his condominium or fulfill his responsibilities under this Article, the Association, after written notice and a reasonable time for the Owner to remedy the problem, shall have the right to go in and affect a remedy. Any and all costs associated with such remedy shall be assessed against the Owner who has failed to take the required action. Such assessment shall

be collectible as provided for General Assessments under Article VII of this Declaration.

3. Alteration and Improvement. Neither a dwelling unit owner nor the Association shall make any alteration to the portions of a dwelling unit or of a Town House building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of a Town House building, or impair any easement, without first obtaining approval in writing of the owners of all dwelling units in the building in which such work is to be done, and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect or engineer licensed to practice in this state shall be filed with the Association prior to the start of the work.

B. Common Elements.

1. By the Association. The maintenance, repair, replacement and operation of the common elements shall be the responsibility of the Association and a common expense.

2. Alteration and Improvement. Excluding repair and replacement there shall not be any alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 51% of the common elements.

ARTICLE VII

ASSESSMENTS

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

A. Share of Common Expenses. Each town house owner shall be liable for an equal share of the condominium common expenses. Provided, however, that if services are made available to dwelling unit owners from a revenue producing operation, no assessment on account of such services shall be made against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a first mortgage upon a dwelling unit, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; but this shall not preclude such an assessment against an occupant of a dwelling unit owned by such an institution for services

voluntarily accepted by the occupant. The shares of any cost or loss not so assessed shall be assessed to the other dwelling unit owners in equal shares.

B. Interest; Application of Payments. Assessments and installments on such assessments, paid on or before ten (10) days after the date when due, shall not bear interest, but all sums not paid when due shall bear interest at the highest rate permitted by Florida law. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association may also charge a late fee as permitted by Florida law,

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

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

E. Assessments Pending Foreclosures. When the mortgagee of a first mortgage of record of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title shall be liable for not more than six months assessment or 1% of the balance of the outstanding mortgage, whichever is less.

ARTICLE VIII

ASSOCIATION

The operation of the condominium shall be by TURTLE CREEK EAST OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

A. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "I".

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

C. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to dwelling unit owners for injury or damage, other than the cost of maintenance and repair, caused by any condition of the property to be maintained and repaired by the Association.

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

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

F. Membership in Association. All townhouse unit owners and patio home unit owners shall be members of the Association.

ARTICLE IX

INSURANCE

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

A. Authority to Purchase; Named Insured. All insurance policies upon the condominium property shall be purchased by the Association and shall be placed in a single company, if possible. The named insured shall be the Association, individually and as agent for the dwelling unit owners, without naming it as agent for their mortgagees. Provision shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of dwelling unit owners. The dwelling unit owners may obtain coverage, at their own expense, upon their personal property and for their personal liability and living expense.

B. Coverage.

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

a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

b. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as buildings on the land, including but not limited to vandalism, malicious mischief, windstorm and water damage.

c. Items Excluded. As provided in Florida Statute 718, the Association's policy shall exclude the following items which must be covered by each Owner's individual policy:

All floor, wall and ceiling coverings
Electrical fixtures and appliances
Air conditioners and air conditioner compressors
Heating equipment
Water heaters
Water filters
Built-in cabinets and cabinet tops
Window treatments
Storm or Hurricane Shutters

2. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile coverage, and with cross liability endorsement to cover liabilities of the dwelling unit owners as a group to a dwelling unit owner.

3. Workmen's compensation policy to meet the requirements of the law.

4. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premium upon insurance policies purchased by the Association shall be paid by the Association and charged to the dwelling unit owners in accordance with the undivided share in the common elements appurtenant to the dwelling unit owned by him.

D. Insurance Proceeds. Insurance proceeds shall be apportioned as follows:

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

2. Dwelling Units. Proceeds on account of damage to dwelling units shall be held in the following undivided shares:

a. When the Building is to be Restored - for the owners of damaged dwelling units in proportion to the cost of repairing the damage suffered by each dwelling unit owner, which cost shall be determined by the Association;

b. When the Building is not to be Restored - an undivided share for each dwelling unit owner, such share being the same as the undivided share in the same as the undivided share in the common elements appurtenant to his dwelling unit.

3. Mortgagee. In the event a mortgagee endorsement has been issued as to a dwelling unit, the share of the dwelling unit owner shall be held for the mortgagee and the dwelling unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except distributions of such proceeds made to the dwelling unit owner and mortgagee, pursuant to the provisions of this Declaration and as determined by the Board.

E. Distribution of Proceeds. Proceeds of insurance policies received by Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs of such reconstruction or repair as elsewhere provided. Any proceeds which remain after defraying such costs shall be distributed to the

beneficial owners, provided that, remittance to dwelling unit owners and their mortgagees being payable jointly to them as their interests may appear. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.

2. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, provided that, remittances to dwelling unit owners and their mortgagees being payable jointly to them as their interest may appear. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.

3. Certificate. In making distribution to dwelling unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to the names of the dwelling unit owners and their respective shares of the distribution.

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

G. Owner's Policy. Each Owner shall maintain an adequate owner's policy for the purpose of protecting the owner's property.

ARTICLE X

RECONSTRUCTION OR REPAIR AFTER CASUALTY

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

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

2. Dwelling Unit.

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

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

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

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

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

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and

repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, including the aforesaid fees and premiums, assessments shall be made in sufficient amounts to provide funds for the payment of the payment of such costs. Such assessments shall be in proportion to each owner's share in the common elements.

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

1. Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$300,000.00, then the sums paid upon such assessments shall be deposited by the Association with an Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of assessments against dwelling unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner and order:

a. Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$300,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary or an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

b. Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$200,000, then the construction fund that is held by the Insurance Trustee shall be

disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

c. Dwelling Unit Owner. The portion of insurance proceed representing damage for which the responsibility of reconstruction and repair lies with a dwelling unit owner, the proceeds shall be paid to the owner and the mortgagee jointly, and as their interests may appear, who may use such proceeds as they may agree upon or as advised by an architect qualified to practice in Florida.

d. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

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

ARTICLE XI TRANSFER

A. Transfer Subject to Approval.

1. Sale. No Town House dwelling unit owner or Patio Home owner may dispose of Town House unit or Patio Home or any interest in either by sale without approval of the Board of Directors of the Association, except to another owner.

2. Gift. If any Town House unit or Patio Home owner shall acquire his title by gift, the continuance of his ownership of his Town House unit or Patio Home will be subject to approval of the Board of Directors of the Association.

3. Devise or Inheritance. If any Town House unit or Patio Home owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Town House unit or Patio Home will be subject to the approval of the Board of Directors of the Association.

4. Other Transfers. If any Town House unit or Patio Home owner shall acquire his title in any manner not considered in the foregoing sub-sections, the continuance of his ownership of his Town House unit or Patio Home will be subject to the approval of the Board of Directors of the Association.

5. Transfer Fee. The Association may charge a reasonable fee in connection with any transfer as permitted by Florida law.

B. Approval by Association. The approval of the Board of Directors or the Association that is required for the transfer of ownership or limited lease of Town Houses unit or Patio Home will be obtained in the following manner:

1. Notice to Association.

a. Sale. A Town House or Patio Home owner intending to make a bona fide sale of his Town House or Patio Home or any interest in either will give to the Board of Directors of the Association notice of such intention, together with the name and Address of the intended purchaser and such other information concerning the intended purchaser as said Board may reasonably require. Such notice, at the Town House or Patio Home owner's option, may include a demand by the Town House owner that said Board furnish a purchaser of the Town House or Patio Home if the

proposed purchaser is not approved; and if such demand is made, the notice will be accompanied by an executed copy of the proposed contract to sell.

b. Failure to Give Notice. If the above required notice to the BOARD OF DIRECTORS of the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Town House, said Board, at its election and without notice, may approve or disapprove the transaction or ownership. If said Board disapproves the transaction or ownership, it will proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval.

a. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by any officer of the Association.

b. Lease. The leasing of Town House is not permitted except for limited leases as hereinafter provided (a "Limited Lease"). In the vent of death or incapacity of an owner of a Town House the Board of Directors of the Association may upon written application from the Estate or guardian approve a Limited Lease. Within thirty (30) days after receipt of such notice from an Estate or guardian of a proposed Limited Lease and pertinent information, the Board of Directors of the Association must either approve or disapprove the proposed transaction.

Gift, Devise or Inheritance, Other Transfers. If the Town House unit or Patio Home owner giving notice has acquired his title by gift, devise or inheritance or in any other manner not previously considered, then within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association must either approve or disapprove the continuance of the Town House unit or Patio Home owner's ownership of his Town House unit or Patio Home. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

C. Approval of Corporate Owner or Purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an Town House unit or Patio Home for such use, if the Town House unit or Patio Home owner or purchaser

of an Town House unit or Patio Home is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the Town House unit or Patio Home be approved by the Board of Directors of the Association.

D. Disapproval by Association. If the Board of Directors of the Association shall disapprove a transfer or ownership of a Town House unit or Patio Home, or a Limited Lease of a Town House the matter will disposed of in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the Town House unit or Patio Home owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association will deliver or mail, by registered mail to the Town House unit or Patio Home owner, an agreement to purchase the Town House unit or Patio Home concerned, by a purchaser approved by it, who will purchase and to whom the Town House unit or Patio Home owner must sell the Town House unit or Patio Home upon the following terms:

a. At the option of the purchaser to be stated in the agreement, the price to be paid will be that stated in the disapproved contract to sell or will be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two (2) residential real estate appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the Town House unit or Patio Home; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration will be paid by the purchaser.

b. The purchase price will be paid in cash.

c. The sale will be closed within thirty (30) days after delivery of mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price, if such is by arbitration, whichever is the later.

d. A certificate approving the purchaser will be executed by any officer of the Association.

e. If the Board of Directors of the Association shall fail to provide a purchaser, as required by this instrument, or if a purchaser furnished by it shall default in his agreement

to purchase, then notwithstanding the disapproval, the proposed transaction will be deemed to have been approved and said Board will furnish a certificate of approval as elsewhere provided.

f. If the proposed transaction is a Limited Lease and the Limited Lease is disapproved, the lease shall not be made.

E. Exceptions. The foregoing provisions of this section pertaining to the approval of transfer shall not apply to:

1. Transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as a result of owning a mortgage on the unit concerned, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings;

2. Transfer or sale by a bank, life insurance company, or savings and loan association that so acquired its title; or

3. Transfer to a purchaser who acquired the title to a unit at a duly advertised public sale with open bidding that is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

ARTICLE XII USE RESTRICTIONS

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

A. Dwelling Units. Each of the dwelling units shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. No dwelling unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the dwelling unit being affected.

B. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the dwelling unit owners.

C. Recreational and Common Use Property. All recreational property and common use property shall be used only for the purposes for which such property is intended in the furnishing of

services and facilities for the enjoyment of the dwelling unit owners.

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

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

F. Limited Leasing. No dwelling unit may be leased except for a Limited Leases as above provided with approval of the Board. The terms of a Limited Lease must be for a minimum of one hundred eighty (180) days or more. The occupancy under a Limited Lease may only be by the lessee, his family, servants and guests. No rooms may be rented and no transient tenants may be accommodated. The number of Limited Leases in any one twelve month period may not exceed one.

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

H. Guests.

1. Unit Owner Privileges.

(A) Immediate family members. Unit owners are not restricted in relationship to guests in their condominium unit who are immediate family members. Immediate family members of unit

owners may occupy the dwelling units of the owner upon presentation to the Association of written permission from the owner.

(B) Other guests. Unit owners may entertain other guests who are not immediate family members under the following conditions:

Any owner may in his absence, allow his apartment to be occupied by his guests, provided that notification is given in advance to the Board of Directors. The notification of guest occupancy in the absence of an owner will include information concerning the anticipated arrival date, the names of the occupying guests and the anticipated occupancy period. Any individual, including members of the owners or tenants family, will be considered guests anytime they are occupying the apartment in the absence of the owner or tenant. Guests may not bring pets on the condominium property at any time.

2. Limited Lessee Privileges.

Limited Lessees may have guests in their unit when the lessee is present. The guests may not exceed six (6) per night, nor may the guests exceed a total of twenty one (21) days in residence during the lease period.

ARTICLE XIII
COMPLIANCE OF DEFAULT

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

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

of a dwelling unit or its appurtenances, or of the common elements, by the dwelling unit owner.

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

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

D. Fines. In addition to any other remedies available to the Association, as permitted by Florida Law, the Association may levy reasonable fines for violations of its rules and regulations, the terms of this Declaration or the By-Laws.

ARTICLE XIV

AMENDMENTS

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any Association meeting at which a proposed amendment is considered.

B. A Resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than 2/3 of the entire membership of the Board of Directors and by not less than 2/3 of the votes of the

members of the Association present and voting at a duly called meeting at which a quorum is represented in person or by proxy; or

2. Not less than 80% of the votes of the entire membership of the Association.

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

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

ARTICLE XV

TERMINATION

This Condominium may be terminated as provided by Florida Law.

ARTICLE XVI

SEVERABILITY AND CONCLUSION

The invalidity in whole, or in part, of any covenant or restriction or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, Articles of Incorporation, By-Laws or Regulations of the Association shall not affect the validity of the remaining portions of any such document.

The undersigned, being the President and Secretary of Turtle Creek East do hereby acknowledge that this Second Amended and Restated Declaration of Condominium was duly adopted by the membership of Turtle Creek East Owners Association, Inc., at a meeting held on April 23, 2007.

Signed, sealed and delivered

Turtle Creek East Owners Association, Inc.

WITNESSES:

Carol L. Dalin
Witness #1 Signature

By: George F. Kane
George F. Kane, President

Edward I Dobin
Witness #1 Printed Name

Robert M. Thorsen
Witness #2 Signature

Robert M Thorsen
Witness #2 Printed Name

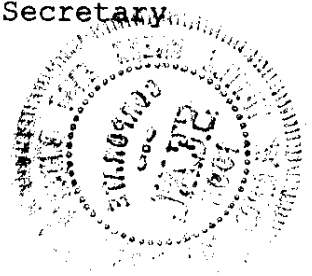
By: Charlotte Miller
Charlotte Miller, Secretary

Carol L. Dalin
Witness #1 Signature

Edward I Dobin
Witness #1 Printed Name

WA Rogers
Witness #2 Signature

WA Rogers
Witness #2 Printed Name



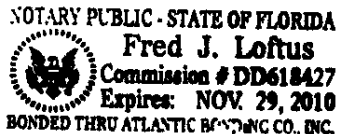
Corporate Seal

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on this 23 of April, 2007 by George F. Kane, as President of Turtle Creek East Owners Association, Inc. [] who is personally known to me, or [] who produced identification [Type of Identification: _____].


Fred J. Loftus
Notary Public
Printed Name: FRED J. LOFTUS

Notarial Seal



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on this 23 of April, 2007 by Charlotte Miller, as Secretary of Turtle Creek East Owners Association, Inc. [] who is personally known to me, or [] who produced identification [Type of Identification: _____].


Notary Public

Printed Name: FRED J. LOFTUS

Notarial Seal


NOTARY PUBLIC - STATE OF FLORIDA
 Fred J. Loftus
Commission # DD618427
Expires: NOV. 29, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Exhibit "A"
Legal Description of Lands

See previously recorded information.

O.R. Book 891, Page 1760
O.R. Book 891, Page 1761
O.R. Book 1089, Page 1853

Exhibit "B"
Drawing of Recreation and Common Properties

See previously recorded information.

O.R. Book 891, Page 1763

Exhibit "C"
Survey

See previously recorded information.

O.R. Book 891, Page 1764
O.R. Book 891, Page 1800-1802
O.R. Book 891, Page 1804-1807
O.R. Book 891, Page 1809
O.R. Book 1089, Page 1849-1852

Exhibits "D", "E" and "F"
Plans and Specifications

See previously recorded information.

O.R. Book 891, Pages 1765-1770

Exhibit "G"
Town House Unit Numbers and Floor Plans

See previously recorded information.

O.R. Book 891, Pages 1771-1787
O.R. Book 891, Pages 1788-1798

Exhibit "H"
**Declaration of Covenants, Conditions and Restriction
of Turtle Creek East II**

See previously recorded information.

O.R. Book 802, Page 2686-2694
Amended at O.R. Book 992, Page 108
Amended at O. R. Book 1089, Page 1845
Amended at O.R. Book 1107, Page 1198
Amended at O.R. Book 1114, Page 2322

Exhibit "I"
Articles of Incorporation

See previously recorded information.

O.R. Book 891, Page 1810-1818
Amended at O.R. Book 1114, Page 2340

SECOND
AMENDED AND RESTATED BY-LAWS
OF TURTLE CREEK EAST BY-LAWS

ARTICLE I
General

1.1 Applicability

These By-Laws provide for the self governance of Turtle Creek East Owners Association, Inc., in accordance with the Articles of Incorporation of Turtle Creek East Owners Association, Inc., filed with the Florida Department of State, as they may be amended ('Articles') and the Declaration of Condominium for Turtle Creek East Owners Association, Inc., Condominium, recorded in the Official Records of Martin County, Florida, as it may be amended ('Declaration').

1.2 Name, Address and Fiscal Year.

The name of the corporation is Turtle Creek East Owners Association, Inc., which is composed of Condominium Units and Patio Homes which shall be referred to herein as the Association and/or Condominiums. The office of the Association will be 10410 S. E. Terrapin Place, Turtle Creek Village, Tequesta, Florida 33469.

The fiscal year of the Association will terminate on March 31 of each year.

1.3 Purpose

The Association shall be responsible for administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed by the Association pursuant to the Florida Condominium Act ('Act'), the Articles, and the Declaration. Except as to those matters for which either the Act, the Declaration, the Articles, or the Florida Not For Profit Corporation Act specifically require the vote or performance of the members, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Exhibit "J" to the Declaration

1.4 Definitions

Unless the context otherwise requires, the terms used in these By-Laws shall be given their common, generally accepted meanings, the meanings set forth in the Act, or, in the case of capitalized terms, the meanings set forth in the Declaration. As used in these; By-Laws, the term "majority" shall mean those votes, Owners, or other group, as the context may indicate, representing more than 50% of the total number. Unless otherwise specifically stated, the phrase majority vote' means more than 50% of those votes represented in person or by proxy.

1.5 Membership

An Owner of a Unit shall be a member of the Association, commencing upon taking title to the Unit and continuing for the entire period of ownership. If more than one person holds title to a Unit, the membership shall be shared in the same proportion as the title, but there shall be only one membership and one vote per Unit. No corporation, partnership or trust (other than a revocable trust in which the Settlor and Trustee are the same person) may hold title to a unit. Turtle Creek East shall remain a single family residential community as recorded on a deed as record title holders. No unit may be owned on a Time Share basis nor can a unit be a Rental Unit for a period less than six months without permission of the Board of Directors. Membership does not include Mortgagees or other persons who hold an interest in the Unit merely as security for the performance of an obligation, and the giving of a Mortgage or other security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of title to the Unit and may be transferred only in connection with the transfer of title.

ARTICLE II Meetings of Members

2.1 Annual Meetings

The annual meeting of the members shall be held at the office of the Association during the month of March, with the date and time of the meeting to be set by the Board of Directors.

2.2 Special Meetings

Special meetings of the members will be held whenever called by the President or by a majority of the Board of Directors; and must be called by the Board upon receipt of a written request from members entitled to cast one third of the votes of the entire membership.

2.3 Notice of Meetings

The Secretary shall post in a conspicuous place within the Condominium area notice of a Regular Meeting and/or Special Meeting at least seven days prior to such meeting. Regular Meeting will be considered as a routine agenda while Special Meeting shall state the purpose of the meeting. If a Special Meeting is called to approve the budget in accordance with Section 6.1(b), the notice of such special meeting shall be given to each Unit owner not less than 14 days prior to the meeting date. Notice of all regular and special meetings of the members will be sent to each member either by U.S. Mail, hand delivery or electronic transmission (provided that electronic transmission may only be used if authorized by an owner in advance in writing).

2.4 Waiver of Notice

Any Owner may, in writing, waive notice of any Regular or Special meeting of the Owners, before or after the meeting. Waiver of notice of any meeting of the Owners shall be deemed the equivalent of proper notice.

2.5 Quorum

Except as may be provided elsewhere, a quorum at member's meeting will, consist of at least 25% of persons entitled to cast a majority of the votes of the entire membership.

2.6 Adjournment

Any meeting of the Owners may be adjourned from time to time for periods not exceeding 48 hours by the vote of Owners holding a majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at a reconvened session and no

additional notice of such reconvened session shall be required.

2.7 Voting

The owner of each Condominium or other property will be entitled to one vote; and if one owner owns more than one dwelling unit or property, he or she will be entitled to one vote for each property owned.

2.8 Proxies

Any member entitled to vote may vote by proxy. To be valid, all proxies shall be in writing, duly executed by the member, shall indicate the date of the meeting for which: it is given, and shall be filed with the Secretary of the Association prior to opening the meeting for which it is to be used. Presence in person by the giver of a proxy at the meeting for which a proxy is given shall automatically invalidate the proxy.

2.9 Action Without a Meeting

Any action required or permitted by law to be taken at a meeting of the members may be taken without a general meeting, without prior notice and without a vote, if written consent specifically authorizing the proposed action is signed by members holding at least 51 % of votes otherwise necessary to authorize such action at a meeting. Such consents shall be signed, dated and delivered to the Association office within 30 days after receipt of the consent mailing. Such consents shall be filed with the Association's minutes and shall have the same force and effect as a vote of the members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

2.10 Order of Business

The order of business at an annual meeting shall conform to Robert's Rules of Order when not in conflict with the Declaration or these By-Laws and as far as practical at other members' meetings. Unless otherwise provided in the notice calling the meeting, the order of business shall be: Roll Call, Proof of Notice, Reading of Minutes, Officer's Reports, Old Business, Elections (if any), New Business and Adjournment.

ARTICLE III

Board of Directors

3.1 Composition

The Board of Directors shall be composed of no less than three persons and nor more than seven persons, with the particular number of directors determined by the membership prior to the time of election. Unless changed by the members the number of Directors shall remain the same as in the prior election year. All directors shall be Owners or spouses of Owners, however, no owner and his or her spouse may serve on the Board at the same time. This provision does not preclude a spouse of a Board member serving in a capacity as Assistant to the Secretary and/or Treasurer of the Association. The terms of the directors shall be staggered terms of two years divided into two classes so that as nearly as possible an equal number of Directors is elected in each year. Duly elected Directors shall continue until his or her successor is duly elected or until he or she resigns or is removed in the manner elsewhere described.

3.2 Election Procedures and Declaration of Candidacy

The regular election of Board member shall be held at the Association's annual meeting. Not less than 60 days prior to a scheduled election, the Association shall provide the first notice of the election to each Owner. Any Owner or other eligible person desiring to be a candidate for election to the Board of Directors shall notify the Nominations Committee or the Board not less than 20 days before the scheduled election. No person shall be permitted to run for election to the Board if such person is more than 30 days past due in the payment of any assessment. By adopting these By-Laws, Owners holding at least 50% of the total Association vote adopted the nomination procedure outlined in this section, as required pursuant to Section 718.112(2)(d)(8) of the Act.

The Association shall mail or deliver a second notice of the election with the notice and an agenda for the meeting at which the election is to held, as required in Section 2.3, and shall include with such notice a ballot listing all candidates. Upon the request of any candidate, pursuant to Section

718.112(2)(d)(3) of the Act, the Association shall also include with the mailing of the ballot an information sheet, no larger than 8 1/2 x 11 inches in size, furnished by the candidate at least 20 days prior to the election, with the Association bearing the costs of copying and mailing or delivering such information.

Pursuant to Section 718.112(2)(d)(8) of the Act, the Association may deviate from the election procedure outlined in the Act with the approval of Owners holding at least 50% of the total Association vote. By adopting these By-Laws, Owners holding at least 50% of the total Association vote have consented to, and any Owner acquiring title to a Unit following the adoption of these By-Laws is hereby deemed to consent to, the following election procedure.

Directors may be elected by written ballot in accordance with the procedures set forth in the Section 718.112(2)(d)(3) of the Act and such rules as may be prescribed by the Division of Florida Land Sales, Condominiums and Mobile Homes. In addition, each Owner eligible to vote at a duly called election shall be permitted to cast his or her ballot by limited proxy specifying the manner in which the Owner intends to have his or her vote cast. There shall be no quorum requirement; provided, at least 20% of the eligible voters must cast a ballot in order to have a valid election. Except by lawful proxy, no Owner shall permit any other person to cast such Owner's ballot. Ballots improperly cast shall not be counted.

Subject to Section 2.7, at any election of directors, each member of the Association shall be entitled to cast one vote for each directorship to be filled. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. All directors shall serve two year terms with the Board serving staggered terms overall. Upon expiration of the term of office of any director, a successor director shall be elected. Such election shall take place at the annual meeting or at a special meeting.

Notwithstanding the above, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than the number of vacancies to be filled on the Board. Moreover, if the slate of nominees is uncontested at the annual meeting, the slate will be declared elected by acclamation.

3.3 Recall or Removal of Members of the Board of Directors

Subject to the provisions of Section 718.112(2)0) of the Act and administrative rules adopted pursuant thereto, any one or more of the members of the Board of Directors may be recalled or removed with or without cause by a vote of, or agreement in writing signed by, Owners entitled to cast a majority of the total eligible Association votes. A special meeting of the Owners to recall a member or members of the Board of Directors may be called by 10% of the voting interest with notice as required in these By-Laws.

3.4 Vacancies

Vacancies in the Board of Directors caused by any reason, shall be filled by a vote of the majority of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so selected shall serve until a successor shall be elected at the next annual meeting of the Association.

3.5 Compensation

Directors shall not be compensated for services but may be reimbursed for the expenses incurred in carrying out their duties as Directors upon approval of such expenses by the Board of Directors. Nothing herein shall prohibit a Director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as Director, provided that the Director's interest is known to the Owners and contract is approved by a majority of the Board of Directors, excluding the Director with whom the contract is made.

3.6 Regular Meetings

Regular meetings of the Board of Directors will be held at the office of the Association at such time as the Board shall determine, but at least one such meeting shall be held each and every month of the Association year. Each Board shall hold an organizational meeting within 10 days after each annual meeting of the members, if any newly elected Director(s) take(s) office.

3.7 Special Meetings

Special meetings of the Board of Directors may be called by the President, or upon written request of any two directors, to the Secretary or Treasurer.

3.8 Notice of Board Meetings: Waiver of Notice

(a) If held, the organizational meeting of the Board after each annual meeting shall be called upon not less than three days notice to each Director, stating the time and place of the meeting and in the case of a special meeting or as otherwise required by the Act or the Condominium Instruments, the purpose of the meeting. No written notice of regularly scheduled meeting of Board need be given to Directors. Notice of special meetings of the Board of Directors shall be given to each Director at least three days prior to the meeting, by mail, in person, by telephone, by facsimile, or by other means of electronic transmission providing confirmation of receipt.

Adequate notice of all Board meetings, specifically incorporating an identification of agenda items, shall be posted conspicuously on the Condominium units or otherwise within the Association community at least 48 hours in advance, except in an emergency. In addition, the Board may disseminate notice of Board meetings in any other manner provided by law. If General or Special Assessments or amendments to rules regarding use of the Units are to be considered at any meeting of the Board, such fact and the nature of the assessment or proposed amendment shall be set forth in the notice. Notice of meetings at which such issues are to be considered shall be mailed to Owners and posted conspicuously on the Condominium units at least 14 days prior to the meeting. Any item not included in the notice may be taken up on an emergency basis upon a majority vote of members of the Board.

(b) A Director may, at any time, waive notice in writing of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting.

3.9 Quorum: Conduct of Meetings

(a) The presence of a majority of the Directors shall

constitute a quorum for the transaction of business at any Board or any Board committee meeting. The Board may permit any or all Directors to participate in a meeting by use of any means of communication by which all Directors, and any Owners who are present at the meeting, may simultaneously hear the conversation of all Board or committee members (including those participating by telephone). Participation in such manner shall constitute presence in person at the meeting.

(b) The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

3.10 Open Meetings

Meetings of the Board and any committee thereof shall be open to all Owners as required by law; however, the Board may adopt reasonable rules governing the frequency; duration, and manner of Owner statements to be made during the meeting.

3.11 Powers and Duties of the Board of Directors

The Board of Directors shall manage the Association's affairs and shall have all the powers and duties necessary for administering the Condominium Units and may do all such acts and things as are not by the Act, the Declaration, Articles of Incorporation, or these By-Laws directed to be done and exercised exclusively by the members. In addition to the powers granted and the duties imposed by the Declaration or the Act, the Board of Directors shall have the power to and shall be responsible for the following, by way of explanation, but not limitation:

(a) preparing and adopting an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses and Reserves;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all of the areas to be maintained by the Association;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Common Elements, other Association property, and the areas to be maintained by the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the operating portion thereof in a bank depository and the reserve portion in a separate bank and/or money market brokerage account, both of which shall be approved by the Board, and using the such funds to administer the Association;

(f) making and amending rules relating to the Condominium;

(g) opening bank and/or brokerage accounts on behalf of the Association and designating the two signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Elements in accordance with the other provisions of the Declaration and these By-Laws, after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the Association rules, and bringing any proceeding which may be instituted on behalf of or against the members concerning the Association; provided, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration;

(j) obtaining and carrying insurance against casualties and liabilities, as provided herein, and paying the premium cost thereof;

(k) paying the costs of all services rendered to the Association or its members and not chargeable to Owner;

(l) keeping books with detailed accounts of the receipts and expenditures of the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) contracting with any person for the performance of various duties and functions. The Board shall have the power to enter into common management agreement with trusts, condominiums, or other property owner associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity; and

(n) conveying a portion of the Common Elements to any 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.

3.12 Management Agent

The Association may, but shall not be required to, hire a professional management agent or agents at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize.

3.13 Accounting and Reports

(a) In addition to such provisions as may be required by law, the following standards shall be adhered to:

(i) the accrual method of accounting shall be employed unless the Board, by resolution, determines otherwise;

(ii) two or more persons shall be responsible for handling cash to maintain adequate financial control procedures

(iii) all funds shall be maintained separately in the Association's name;

(iv) reserve and operating accounts of the association shall not be commingled, unless combined for investment purposes (provided, in any event, reserve and operating funds shall be separately accounted for and any commingled account shall at all times be no less than the amount identified as reserve funds) and cash accounts of the Association shall not be commingled with accounts of other condominium or community associations;

(v) no remuneration shall be accepted by the managing agent, if any, or by any officer, director, employee, or agent of the Association, from vendors, independent contractors, or others providing goods or services to the Association, whether

in the form of commissions, finder's fees, service fees, prize, gifts, or otherwise; any thing of value received shall benefit the Association; and

(vi) any financial or other interest which the managing agent, if any, may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

(b) A financial report shall be prepared monthly for the Association containing;

(i) an income statement reflecting all income and expense activity for the preceding period;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in and "actual" versus "projected" (budget) format:

(iv) a balance sheet reflecting the financial condition of the Association on an unaudited basis; and

(v) a delinquency report listing all Owners who are delinquent in paying assessments or other charges due the Association, and describing the status of any action to collect such assessments or other charges which remain delinquent.

(c) No later than 90 days after the close of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Financial reports shall be prepared in accordance with Section 718.111(13) of the Act and in accordance with generally accepted accounting principles. Within 21 days after the financial report is completed or received by the Association, the Association, in accordance with Section 7.1, shall mail to each Owner a copy of the financial report, or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

3.14 Borrowing

The Board of Directors shall have the power to borrow short term operating money for the purpose of maintenance, repair, or restoration of Common Elements and facilities maintained by the Association without the approval of the members of the Association, each borrowing to be repaid from the next quarterly maintenance receipts. The borrowing of money for the purpose of modifying, improving, or adding amenities to the Condominium shall be presented to the membership for approval in the same manner as provided in the Declaration for special assessments.

3.15 Agreements, Contracts, Etc

All agreements, contracts, deeds, leases, promissory notes, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by resolution of the Board of Directors.

3.16 Board Standards

In performing their duties, directors and officers shall act as fiduciaries and are subject to insulation from liability as provided for directors of corporations by Florida law and as otherwise provided by the Condominium Instruments. Directors shall exercise the ordinary and reasonable care of directors of a corporation, subject to the business judgment rule set out herewith:

(a) Acts within the expressed or implied scope of the Condominium Instruments and his or her actions are not ultra vires;

(b) Affirmatively undertakes to make decisions which are necessary for the Association's continued and successful operation and, when decisions are made, they are made on an informed basis;

(c) Acts on a disinterested basis, promptly discloses any real or potential conflict of interests (pecuniary or other), and avoids participation in such decisions and actions; and

(d) Acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.

A director acting in accordance with the business judgment rule shall be protected from personal liability. The Board shall exercise its power in a fair, nondiscriminatory manner and shall adhere to the procedures established in the Condominium Instruments.

3.17 Committees; General

The Board may create such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. In an effort to encourage and incorporate a broad base of Owner participation in community governance, it shall be the Association's policy that the Board create and delegate its responsibilities to committees as reasonably appropriate.

Committees shall function however under such authority granted the committee by the Board, but in the exercise of its reasonable discretion, the Board may elect not to follow the advice given by the committee on a given matter. Committees may not bind the Association contractually or financially.

3.18 Nominations Committee

The President may appoint a Nominations Committee composed of three members prior to each annual meeting at which there will be an election of Board members. The Nominations Committee shall be selected for the purpose of nominating candidates for each Board vacancy. Members shall be notified of all nominees for Board positions at least 14 days but not more than 21 days prior to the annual meeting at which the election is to take place.

3.19 Service on Committees

Unless otherwise provided in these By-Laws or in the resolution authorizing a particular committee, the members of each committee shall be appointed by the President and shall serve at the pleasure of the President. Any committee member may be removed with or without cause at any time and with or without a successor being named.

ARTICLE IV
Officers

4.1 Designation

The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. These officers shall be elected by and from the Board of Directors. The Board of Directors may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary in managing the affairs of the Association. Any assistant officer or subordinate officer need not be members of the Association or of the Board of Directors. If necessary one of these assistant officers or subordinate officers may be designated to countersign disbursement checks of the Association with an officer of the Board of Directors in order to satisfy the two signature requirement during the summer months when the Board is shorthanded.

Any two or more offices may be held by the same person except the offices of President and Secretary.

4.2 Election of Officers

The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the members and shall hold office at the pleasure of the Board of Directors and until a successor is elected.

4.3 President

The President will be the chief executive officer of the Association. He will have all of the powers and duties usually vested in the office of the President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

4.4 Vice President

The Vice President shall exercise the powers and perform

the duties of the President in the absence or disability of the President. He shall also assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4.5 Secretary

The Secretary will keep the minutes of all proceedings of the Directors and the members. He shall have charge of all books and papers, except those of the Treasurer, and shall, in general, perform all duties incident the office of the secretary of a corporation organized under Florida law. As custodian of the corporate seal he will affix it to instruments requiring a seal when duly signed.

4.6 Treasurer

The Treasurer shall be responsible for the Association's funds and securities and for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the Association's name in such depositories as the Board may from time to time designate. The Treasurer shall be responsible for the preparation of the budget as provided in Article VI. With Board approval the Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

ARTICLE V Enforcement

5.1 Authority and Sanctions

In addition to other sanctions and remedies which may be specifically authorized in the Declaration or the Act, the Association, acting through the Board, shall have the power to impose reasonable monetary fines on the Owner of a unit, not to exceed \$100 per violation or per day for a continuing violation, for violations of the Declaration, these By-Laws, or Association rules; provided, no such fine shall in the aggregate exceed \$500.00 per violation.

5.2 Towing of Vehicles

If any vehicle is parked on the Common Elements in violation of the Declaration or parking rules, the Association shall not have it towed unless and until a notice has been placed on the vehicle specifying the nature of the violation, stating that after two days the vehicle may be towed. If a vehicle is parked in a fire lane or is blocking another vehicle, no notice shall be required and the vehicle may be towed immediately. Any fee or expense incurred for towing and storage of any vehicle shall be paid by the owner or user of the vehicle.

The Board of Directors may elect to use the procedure set forth in Section 5.1 to impose a fine or other available sanction, rather than exercise its authority to tow.

ARTICLE VI Association Finances

6.1 Annual Budget and Assessment

(a) It shall be the duty of the Board at least 30 days prior to the beginning of the Association's fiscal year to prepare a budget detailing the estimated Common Expenses for the coming year by account and expense classifications. There may be three budgets designated as the (i) condominium apartments, (ii) patio homes and (iii) common elements.

Except as otherwise permitted by Section 718.112(2)(f)(2) of the Act, the budget shall include reserve accounts for capital expenditures and deferred maintenance, which shall include, but need not be limited to, accounts for (i) any item for which deferred maintenance expense or replacement cost exceeds \$10,000.00, and (ii) roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost. The amount to be reserved shall be computed by means of a formula based upon the estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Board may adjust the amount to be contributed to reserves annually to take into account any changes in estimates or extension of the useful life of a reserve item as a result of replacement or deferred maintenance. The Board may maintain the

reserve accounts on a cash flow (pooling) basis. So long as the Board exercises business judgment in determining the amount or necessity of the reserve funds, the amounts shall be considered adequate.

(b) The Board shall mail notice of a meeting along with a copy of the proposed annual budget to each Owner at least 30 days prior to the beginning of the Association's fiscal year and not less than 14 days before the subject meeting of the Board called for the purpose of adopting the proposed budget. If the proposed budget does not require assessments for the fiscal year in excess of 115% of the assessments for the preceding year, the budget shall become effective upon the Board's approval. If such limitation would be exceeded, the Board shall call a special meeting of the membership upon the receipt of a written petition signed by Owners entitled to cast at least 25% of the total Association vote. At such special meeting, the Owners may consider and enact a revised budget by a vote of Owners entitled to cast a majority of the total Association vote within 60 days after adoption of the revised annual budget. Written notice of the special meeting shall be given not less than 14 days prior to the meeting date. Upon failure to attain a quorum at such meeting or failure of a majority of the Owners entitled to vote to adopt a revised budget at such meeting, the original budget approved by the Board shall take effect.

In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded from the computation any provision made by the Board for reasonable emergency reserves for repair or replacement of current damage to Condominium and Common Properties and/or replenishing of funds to the those existing Reserves that may have been substantially depleted for such current emergency repairs.

In the event that the Board fails for any reason so to determine a budget for any year, than and until such time as a budget has been determined as provided herein, the budget in effect for the immediately preceding year shall continue in effect until a new budget is approved in accordance with the above procedure, which budget may include any expenses not covered by the previous budget, subject to the foregoing limitations.

6.2 Payment of Assessments

General, Specific, and Special assessments, as such terms are defined in the Declaration, shall be due and payable at such times and in such manner as the Board may determine, except that the Board shall not require payment of the General Assessment in fewer than four installments, with one installment coming due each quarter. Specific and Special Assessments may, in the discretion of the Board, be payable in installments extending beyond the fiscal year in which the Specific or Special Assessment is approved.

6.3 Delinquent Assessments

All assessments and related charges are due and payable on or before the due date and shall be delinquent after such date, and the Owner of the Unit against which such assessment is made shall be in default. If the Owner remains in default and unpaid for a period greater than 10 days from the due date, a notice of delinquency may be given to that Owner stating that if the assessment or charge remains delinquent for more than 10 days from the date of the notice of delinquency, proceedings will commence for filing a claim of lien, at which time the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment for the balance of the fiscal year in which the claim of lien is filed, without any further notice being given to the delinquent Owner. The Owner shall thereby lose the privilege of paying the annual assessment in installments for that fiscal year. Assessments may not be accelerated unless a lien is recorded prior to the acceleration for delinquent assessments.

If assessments and other charges or any part thereof remain unpaid more than 30 days after the lien has been recorded, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of these By-Laws, the Declaration, and Florida law. Unpaid assessments are subject to an annual interest charge of 18% which shall be added to any unpaid assessment, and an administrative late fee along with any charges related thereto, all of which constitute a lien against the Unit in accordance with Article VII of the Declaration.

ARTICLE VII
Miscellaneous

7.1 Notices

Unless otherwise provided in these By-Laws, all notice, demands, bills; statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to an Owner, at the address of such Owner's Unit, in addition to any address which the Owner has designated in writing and filed with the Secretary of the Association; or

(b) If to the Association, the Board of Directors or any managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by the notice to the Owners, pursuant to this Section.

7.2 Severability

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws.

7.3 Captions

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision thereof

7.4 Gender and Grammar

The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

7.5 Fiscal Year

The fiscal year of the Association may be set by resolution of the Board of Directors. In the absence of affirmative action

by the Board of Directors, the fiscal year currently terminates March 31 of each calendar year.

7.6 Conflicts

In the event of conflicts among the Act, the Florida Not-For Profit Corporation Code, the Declaration, the Articles of Incorporation, and these By-Laws, the order of control shall be the order listed above.

7.7 Amendment

These By-Laws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding 67 percent of the votes represented at a duly called meeting. No Amendment shall be effective until recorded in the public records of Martin County. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective unless in writing, identifying on the first page thereof the book and page of the public record where the Declaration is recorded, and until such amendment is recorded in the Official Records of Martin County, Florida. Any amendment duly certified by the officers of the Association (containing any additional signatures required by the Declaration) and recorded in the public records shall be conclusively presumed to have been duly adopted in accordance with the Declaration and By-Laws.

7.8 Books and Records

The Association shall maintain in the State of Florida books and records as required by Section 718.111(12) of the Act and shall make the same available for inspection or copying, within ten business days after the Board's receipt of a written request therefore, by members of the Association, their authorized representatives, and any holder, insurer, or guarantor of a Mortgage on a Unit, at the office of the Association or at such other place as the Board may reasonably designate as the depository of such books and records. The Board may adopt reasonable rules consistent with this Section regarding the frequency, time, location, notice, and manner of inspecting and copying the books and records.

The Association shall maintain within the Association office an adequate number of copies of the Declaration, Articles, By-Laws, and Association rules to ensure their availability to unit owners and prospective purchasers.

The Association may charge its actual costs for preparing and furnishing copies of the books and records or such instruments to the requesting party.

7.9 Alternative Dispute Resolution

Disputes, as such term is defined in Section 718.1255(1) of the Act, shall be resolved in accordance with the provisions of Section 718.1255 of the Act.

The within and foregoing By-Laws are intended to replace in their entirety the By-Laws of Turtle Creek East Owners Association, Inc., recorded in the Official Records of Martin County, Florida, at Book 554, Page 1240 et seq. ("Original ByLaws"), as amended; provided, if it is determined that any provisions in the Original By-Laws were not validly amended, then such provisions as contained in these By-Laws shall control over any corresponding provisions not properly amended in the Original By-Laws.

The undersigned, being the President and Secretary of Turtle Creek East do hereby acknowledge that this Second Amended and Restated By-Laws were duly adopted by the membership of Turtle Creek East Owners Association, Inc., at a meeting held on April 23, 2007.

Signed, sealed and delivered

Turtle Creek East Owners
Association, Inc.

WITNESSES:

Cecelia Delin
Witness #1 Signature

By: George F. Kane
George F. Kane, President

Edward I. Dablin
Witness #1 Printed Name

Robert M. Thorsen
Witness #2 Signature

Robert M Thorsen
Witness #2 Print

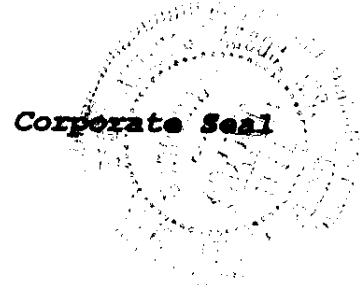
Name
Edward I. Dobin
Witness #1 Signature

Edward I Dobin
Witness #1 Printed Name

WA Rogers
Witness #2 Signature

WA Rogers
Witness #2 Printed Name

By: Charlotte Miller
Charlotte Miller, Secretary

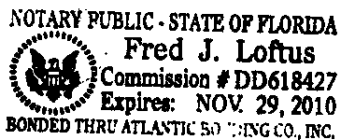


STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on this 23 of April, 2007 by George F. Kane, as President of Turtle Creek East Owners Association, Inc. [] who is personally known to me, or [] who produced identification [Type of Identification: _____].

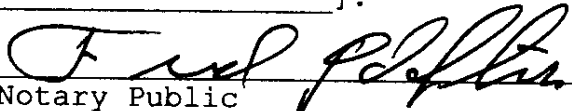
Fred J. Loftus
Notary Public
Printed Name: FRED J. LOFTUS

Notarial Seal




STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on this 23 of April, 2007 by Charlotte Miller, as Secretary of Turtle Creek East Owners Association, Inc. [] who is personally known to me, or [] who produced identification [Type of Identification: _____].


Notary Public
Printed Name: **FRED J. LOFTUS**

Notarial Seal

NOTARY PUBLIC - STATE OF FLORIDA

Fred J. Loftus
Commission # DD618427
Expires: NOV. 29, 2010
BONDED THRU ATLANTIC BONDING CO., INC.