

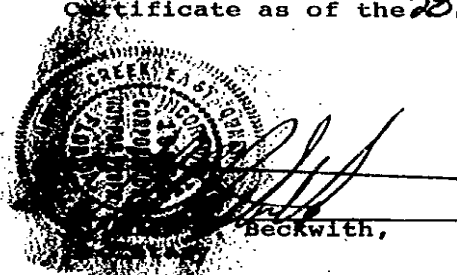
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CERTIFICATE OF AMENDMENT  
TO RESTATEMENT  
OF  
DECLARATION OF CONDOMINIUM  
OF  
TURTLE CREEK EAST, A CONDOMINIUM

THE UNDERSIGNED President and Secretary of TURTLE CREEK EAST OWNERS ASSOCIATION, INC., a Florida non-profit corporation established for the administration of TURTLE CREEK EAST, a Condominium, formed by Declaration of Condominium, dated October 12, 1982, and recorded in Official Record Book 554, Page 2140, and amended by documents recorded at Official Record Book 660, Page 1993, Official Record Book 664, Page 1000, Official Record Book 684, Page 2277, and Official Record Book 687, Page 976, all in the Public Records of Martin County, Florida, DO HEREBY CERTIFY that pursuant to Article "16.2(c)", all of the Directors of the Association and Beckwith & Associates, Inc., the Successor Developer, by Written Unanimous Consent, dated April 25, 1988, approved and adopted the attached amendments to and restatement of the Declaration of Condominium.

IN WITNESS WHEREOF, the Association has executed this Certificate as of the 28th day of January, 1991.



TURTLE CREEK EAST OWNERS  
ASSOCIATION, INC.

By: Gordon R. Ripma, President

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss:

BEFORE ME, the undersigned authority, personally appeared GORDON R. RIPMA and WILLIAM R. BECKWITH, President and Secretary, respectively, of TURTLE CREEK EAST OWNERS ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument and severally acknowledged the execution thereof to be the act and deed of said corporation, for the uses and purposes therein mentioned.

WITNESS My hand and official seal in the County and State last aforesaid this 28th day of January, 1991.

My Commission Expires:

Charles R. L. White  
Notary Public-State of Florida



OR BKO 891 PG 1.7.37.



**AMENDMENT TO AND RESTATEMENT  
OF DECLARATION OF CONDOMINIUM  
OF TURTLE CREEK EAST, A CONDOMINIUM,  
MARTIN COUNTY, FLORIDA**

AMENDMENT AND RESTATEMENT OF DECLARATION OF CONDOMINIUM,  
made as of this 28th day of JANUARY, 1991, by TURTLE CREEK EAST  
OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation  
(the "Association") and BECKWITH & ASSOCIATES, INC., a Florida  
corporation (the "Successor Developer"), for themselves, their  
successors, grantees and assigns:

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

WHEREAS, the Declaration of Condominium of TURTLE CREEK  
EAST, a Condominium (the "Declaration") was originally recorded  
in Official Records Book 554, Pages 2140 through 2177, and  
subsequently amended by instruments recorded at Official Records  
Book 660, Page 1993, Official Records Book 664, Page 1000;  
Official Records Book 684, Page 2277; and Official Records Book  
687, Page 976, all in the Public Records of Martin County,  
Florida; and

WHEREAS, BECKWITH & ASSOCIATES, INC. acquired all of the  
initial Developer's right, title and interest in all of the  
remaining, unsold Condominium Property, thereby necessitating or  
making desirable certain modifications, revisions and changes in  
the Declaration; and

WHEREAS, due to the present and numerous previous revisions  
and amendments to the Declaration, it is desirable to restate  
the Declaration in its entirety in this instrument.

NOW, THEREFORE, THE FOLLOWING IS THE ENTIRE RESTATED  
DECLARATION OF CONDOMINIUM OF TURTLE CREEK EAST, A CONDOMINIUM.



RESTATED  
DECLARATION OF CONDOMINIUM  
OF  
TURTLE CREEK EAST, A CONDOMINIUM  
MARTIN COUNTY, FLORIDA

RESTATED DECLARATION OF CONDOMINIUM made this 28th day of JANUARY, 1988~~89~~91, by BECKWITH & ASSOCIATES, INC., a Florida corporation, hereinafter called the "Successor Developer", for itself, its successor, grantees and assigns.

WHEREIN, the Successor Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to continue submission of the lands described in this instrument and the completed and proposed improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, 1981, hereinafter called the Condominium Act; and the Successor Developer does hereby continue the submission of the condominium property to condominium ownership.

2. Name and Address. The name by which this Condominium is to be identified is TURTLE CREEK EAST, a Condominium, and its mailing address is 10410 S.E. Terrapin Place, Tequesta, Florida 33469, hereinafter called the "The Condominium". The property address for the Condominium is Concourse Drive, Turtle Creek Village, Tequesta, Florida 33469.

3. The Land. Description. The lands owned by the Successor Developer, which by this instrument have been and are further submitted to the condominium form of ownership, are located in Martin County, Florida, more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

4. Definitions. The terms used in this Declaration and on its Exhibits, and in all amendments thereto, shall have the meanings stated in the Condominium Act (Section 718.103, Florida Statutes, 1985) and as follows unless the context otherwise requires:

4.1 Unit means as defined by the Condominium Act.

4.2 Unit Owner means owner of a condominium parcel as defined by the Condominium Act.

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

4.4 Association means TURTLE CREEK EAST OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successor and assigns.

4.5 Association Properties or Property Owned by the Association means real property which has been or will be deeded to the Association and the improvements thereon. This real property is not submitted to condominium ownership and, therefore, is not a portion of the common elements of the condominium. The expenses for the operation and maintenance of this Association Property shall be equitably apportioned by the Association to those unit owners who are entitled to use the property.

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4.6 By-Laws means the By-laws of the Association existing from time to time.

4.7 Common Elements means the portions of the condominium property not included in the units, or limited common elements.

4.8 Common Expenses include:

- (a) Expenses of administration;
- (b) Expenses of insurance, maintenance, operation, repair, replacement, or betterment of the common elements, limited common elements, and of the portions of the units to be maintained by the Association;
- (c) Expenses of insurance, maintenance, operations, repair, replacements or betterment of the recreational facilities, if any, owned, operated, leased or maintained by the Association;
- (d) Expenses declared common expenses by provision of this Declaration or by the By-Laws of the Association;
- (e) Any valid charge against the condominium property as a whole.

4.9 Common Surplus means the excess of all receipts of the Association over the common expenses.

4.10 Condominium means that form of ownership of property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit, as a part thereof, an undivided share in the common elements.

4.11 Condominium Property means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

4.12 Institutional Mortgage means a mortgage held by a bank, savings and loan association, insurance company, mortgage bank, mortgage banker, union pension fund, or other such institutions or agencies, private or public, in the business of providing mortgage financing, an agency of the United States Government, or any lender, institutional or otherwise, which has loaned funds for the construction of the condominium or for the purchase of any unit.

4.13 Limited Common Elements means those certain portions of the condominium reserved for the exclusive use of a particular unit.

4.14 Singular, Plural, Gender. Whenever the context so permits, the use of plural will include the singular, the use of the singular will include the plural, and the use of any gender will be deemed to include all genders.

5. Development Plan. The Condominium is described and established as follows:

5.1 Dedication of Common Use Properties. (a) The initial Developer has constructed certain improvements upon the common elements which improvements consist of roads, landscaping, automobile parking areas, swimming pool, clubhouse and other facilities located substantially as shown on the plot plan attached hereto as Exhibit "B". The clubhouse and pool are



located upon "Association Property" and, therefore, are not part of the common elements, but are for the use and benefit of all members of the Association.

(b) The common elements are shown on Exhibit "A" attached hereto. The Successor Developer further declares and covenants that said common elements shall at all times be open and usable by the unit owners and their guests and employees of condominium units in TURTLE CREEK EAST.

**5.2 Survey and Plot Plans.** A legal description of the land, a survey of the land and the common elements on the land, plot plans showing location and dimensions of each unit and of the common elements are attached hereto as Exhibits "A" and "B". For the purpose of identification, all units in the buildings located on said land are given identifying numbers and no unit bears the same identifying number as does any other unit.

**5.3 Surveyor's Certificate.** On the date of the execution of this Restated Declaration of Condominium, condominium buildings "A", "B", "D", "E" and "F" were completed and all units therein sold. However, the remaining condominium building, "C" is not substantially completed. Upon substantial completion of construction of Building "C", the Successor Developer shall amend the Declaration to include a Certificate of a Surveyor certifying the facts required by Section 718.104(4)(e), Florida Statutes.

**5.4 Amendment of Plans; Amendment of Declaration.** When the remaining condominium improvements have been substantially completed, this Declaration shall be amended to include the Certificate of a Surveyor authorized to practice in this State certifying that the construction is substantially complete, and that the provisions of this Declaration describing the condominium property, together with the exhibits attached hereto, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

**5.5 Easements.** Easements are reserved through the condominium property, as shown in the Exhibits, in order to adequately serve each of the condominium buildings known as TURTLE CREEK EAST, a condominium, which shall be constructed substantially as shown in Exhibits "A" and "B" hereto attached; however, such easements as may exist or may be required through a unit will be only according to the plans and specifications for the unit and the building, or as the building is constructed. As to all easements there is reserved to the Association, its agents, successor or assigns and to the unit owners their agents, heirs or assigns the right of ingress, egress and access to such an extent as may be necessary or required for the full use, enjoyment, maintenance or repair of said easement or any improvements using or located thereon. Exhibit "B-1" establishes an access easement to the boat docks on the Loxahatchee River adjacent to the condominium.

**5.6 Improvements - General Description.** (a) **Unit Building.** The condominium includes six (6) unit buildings, Five (5) of the buildings are completed. Building "A" contains ten (10) units; Building "B", four (4) units; Building "D", four (4) units; Building "E" contains six (6) units; and Building "F" contains twelve (12) units. Building "C" will contain eighteen (18) units. Each of the fifty-four (54) apartments has or shall have two (2) bedrooms, one (1) den/bedroom, and three (3) full bathrooms.

(b) **Other Improvements.** The Condominium includes grounds, landscaping, automobile parking areas, swimming pool, clubhouse, nature trail and other facilities located substantially as shown upon the plans and which are part of the common elements or limited common elements. The swimming pool and clubhouse are located on Lot 11, Block 2, TURTLE CREEK EAST, to the west of TURTLE CREEK EAST, a Condominium. The swimming



pool, clubhouse and appurtenant facilities are "Association Property" and therefore are not a part of the common elements of TURTLE CREEK EAST, a Condominium and thirty-four (34) patio homes on zero lot line townhomes in the Re-plat of TURTLE CREEK EAST SUBDIVISION. See Exhibit "B", Plot Plan, and "B-1", Nature Trail and Access Easement.

**5.7 Unit Boundaries.** Each unit includes that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

(a) Upper and lower boundaries. The upper boundary shall be the sloped plane and/or horizontal plane of the undecorated finished ceiling, both extended to an intersection with the perimetrical boundaries. The lower boundary shall be the horizontal plane of the undecorated finished floor extended to an intersection with the perimetrical boundaries.

(b) Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries. All weight bearing walls and solid concrete columns located within a unit constitute part of the common elements up to the unpainted finished surface of said walls and columns. All doors and windows, glass or otherwise, which are in the perimeter walls of a unit shall be deemed a part of the unit up to the exterior unfinished surface thereof.

(c) The boundaries of each unit shall also be deemed to include the individual air conditioning unit serving the unit, and all related integral parts thereof, including, but not limited to, the compressor which is located adjacent to the condominium building. Each unit owner will be responsible for the maintenance and repair of his air conditioning unit, all related integral parts thereof and shall insure the same against casualty at his expense, if such insurance is desired.

**5.8 Common Elements.** The common elements of the condominium consist of the land and all other parts of the condominium property not within the units, or designated as limited common elements, including but not limited to all tangible personal property which is used in the maintenance and operation of the condominium.

**5.9 Limited Common Elements.** Parking spaces assigned for the exclusive use of a unit owner and the air conditioner compressor located adjacent to and serving a specified unit are limited common elements.

**6. Ownership of Common Elements.** (a) There will be an equal undivided 1/54th share in the common elements appurtenant to each unit of the condominium.

(b) The fee title to each unit includes both the unit and its undivided interest in the common elements, said undivided interest to be deemed to be conveyed or encumbered with its respective unit, even though the description in the instrument of conveyance or encumbrances may refer only to the fee title to the unit. Any attempt to separate the fee title to a unit from the undivided interest in the common elements appurtenant to each unit will be null and void.

**7. Common Expenses and Common Surplus.** (a) The common expenses of the condominium will be shared by the unit owners in equal shares regardless of the purchase prices of the units or their locations.

(b) Expenses of operating, maintaining, improving and repairing facilities owned by the Association shall be a common expense and shall be apportioned equally among all unit owners who now may be or hereafter may become members of the Association.



(c) Any common surplus of the Association will be owned by the unit owners in the same proportions as their interest in all of the common elements.

8. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvements, will be as follows:

8.1 Units.

(a) By the Association. The Association will maintain, repair and replace:

1. All portion of units contributing to the support of the unit building, the surfaces of outside walls of the unit building, the surfaces of said doors, the outside windows of units and all materials enclosing the floor areas of units other than walls, doors and windows. Such will be done at the expense of the Association, unless made necessary by the negligence of any unit owner, members of his family or his guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said unit owners.

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, except electrical switches, electrical outlets, light bulbs, appliances, bathroom fixtures, kitchen fixtures and similar equipment, contained within or attached to the portions of the units to be maintained by the Association. Such will be done at the expense of the Association, unless made necessary by the negligence of any unit owner, members of his family or his or their guests, employees, agents, or lessees. In the event of such negligence, it will be done by the Association at the expense of said unit owner.

3. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services and all fixtures and equipment contained within portions of the units to be maintained by the unit owners, if necessary to properly furnish utility services to parts of the condominium other than the unit within which they are contained. Such will be done at the expense of the owners of the unit where the work is done.

4. Balconies.

5. All incidental damage caused to units by such work will be promptly repaired by the Association.

6. The Association shall have the authority to require unit owners at their expense to maintain, repair and replace screens and glass for windows and glass doors within their respective units, except in the case of damage for which insurance proceeds under policies purchased by the Association.

(b) By the Unit Owners. The responsibility of the unit owners will be as follows:

1. The maintain, repair, and replace all portions of units and fixtures and equipment contained within units, except the portions thereof to be maintained, repaired and replaced by the Association. Such will be at the expense of the owner of the unit where the work is done.

2. The portions of a unit to be maintained, repaired and replaced by the unit owners at his expense shall include but not be limited to the following items: air conditioning unit for space cooling and heating serving the



individual unit and all integral parts thereof, including, but not limited to, the compressor, as a limited common element, located on the ground adjacent to the condominium building; service equipment, such as dishwasher, laundry, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes. Mechanical equipment and the installation of that equipment shall be such that its operation will not cause annoyance to the occupants of other units.

3. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building or the surfaces of the interior building walls facing common elements without prior written approval of the Association or make any alteration or improvements which will change the exterior appearance of the building.

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

(c) Insurance Proceeds. The liability of the Association and unit owners for maintenance, repair and replacements, as aforesaid will be reduced to the extent by which such expenses are met by the proceeds of insurance carried by the Association.

(d) Alteration and Improvement. Except as elsewhere reserved to the Successor Developer, no structural alterations will be made in the portions of any unit to be maintained by the Association, without the prior written approval of the owners of the units in which such work is to be done and of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in the State of Florida will be filed with said Board of Directors prior to the start of such work.

8.2 Common Elements. The maintenance, repair, replacement and operation of the common elements and certain of the limited common elements will be the responsibility of the Association as a common expense. However, the liability of the Association for such expenses will be reduced to the extent by which they are met by the proceeds of insurance carried by it.

9. Assessments. The making and collection of assessments against apartment owners for common expenses will be pursuant to the By-Laws of the Association, subject to the following provisions:

9.1 Share of the Common Expense. Each unit owner will be liable for a proportionate share of the common expenses, and will share in the common surplus, as provided for in Article 7 of this Restated Declaration.

9.2 Interest; Application of Payments. Assessments and installments on such assessments, which are paid on or before ten (10) days after dated when due, will not bear interest; but all such sums not paid on or before ten (10) days after the date when due will bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account will be first applied to interest and then to the assessment payment first due.

9.3 Lien for Assessments. Assessments shall be due and payable on the first day of each calendar quarter of the year for which assessments are made, or thirty (30) days after the mailing to the unit owners of a statement for the assessment coming due, whichever date shall last occur. The Association



shall record a Claim of Lien if an assessment shall remain unpaid for sixty (6) days after the same shall become due and payable as set forth above. No foreclosure judgment shall be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose the lien to collect the unpaid assessment. The lien for unpaid assessments shall secure reasonable attorneys' fees, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of the lien.

**9.4 Collections and Foreclosure.** The Association may take such action as it deems necessary to collect assessments by personal action, or by enforcing and foreclosing said liens, and it may settle and compromise the same, if in the best interests of the Association. The Association will be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any sale held pursuant to a suit to foreclose an assessment lien it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced.

**9.5 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessments.** (a) Where a mortgagee or a third party acquired title to a unit as a result of the foreclosure of an institutional first mortgage of record, or where such a mortgagee accepts a deed to a unit in lieu of foreclosure, such acquirer to title, his heirs, or executors, legal representative, successors and assigns will not be liable for the share of common expenses or assessments by the Association pertaining to such unit or chargeable to the former owner of such unit which became due prior to such acquisition of title. Such unpaid share of common expenses or assessments will be deemed to be common expenses, collectable from all of the unit owners, including such acquirer of title, his heirs, executors, legal representatives, successors and assigns.

(b) However any person who acquires an interest in a unit (except through foreclosure on an institutional first mortgage of record, or deed in lieu thereof) as specifically provided in the paragraph immediately preceding, including without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, will not be entitled to occupancy of the unit or enjoyment of the common elements, until such time as all unpaid assessments due and owing by the former owners have been paid.

**10. Association.** The operation of the Condominium will be TURTLE CREEK EAST OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, membership in which is mandatory by each unit owner, and there shall be one vote per unit. The Association will fulfill its functions pursuant to the following provisions.

**10.1 Articles of Incorporation.** A copy of the Articles of Incorporation of the Association is attached to this Declaration as Exhibit "D".

**10.2 By-Laws.** The By-laws of the Association will be the By-Laws of the condominium, a copy of which is attached to this Restated Declaration as Exhibit "E".

**10.3 Limitation Upon Liability of Association.** Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association will not be liable to unit owners for injury or damage, other than the costs of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

**10.4 Restraint Upon Assignment of Shares in Assets.** The share of a member in the funds and assets of the Association



cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to this unit.

11. Insurance. The insurance, other than title insurance, that will be carried upon the condominium property and the property of the unit owners, will be governed by the following provisions:

11.1 Authority to Purchase, Named Insured. All insurance policies upon the condominium property will be purchased by the Association. The named insured will be the Association individually and as agent for the unit owners, without naming them. Provision will be made for the issuance of mortgages, endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies will provide that payments by the insurer for losses will be made to the Insurance Trustee designated below, and all policies and their endorsements will be deposited with the Insurance Trustee. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

11.2 Coverage.

(a) Casualty. All buildings and improvements upon the land will 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 will be insured for its value, as determined by the Board of Directors of the Association. Such coverage will afford protection against:

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

2. Such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use of the building on the land, including but not limited to vandalism and malicious mischief.

3. The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air conditioning unit for space cooling and heat serving the individual unit, and all integral parts thereof, including, but not limited to, the compressor located adjacent to the condominium building; service equipment such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paid and other inside wall finishes.

When appropriate and possible, the policies shall waive the insurer's right to:

(i) Subrogation against the Association and against the unit owners individually and as a group;

(ii) The pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(iii) Avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more unit owners.

(b) Public Liability in such amounts and with such coverage as will be required by the Board of Directors of



the Association, including but not limited to hired automobile and on-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(c) Worker's Compensation policy to meet the requirements of law.

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

(e) All hazard insurance policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

11.3 Premiums. Premiums upon insurance policies purchased by the Association will be paid by the Association, as a common expense. Not less than ten (10) days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgages.

11.4 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association will be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and will provide that all proceeds covering property losses will be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which Trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee will not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee will be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to common elements: An undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) Units. Proceeds on account of damage to units will be held in the following undivided shares:

1. When the building is to be restored -- for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost will be determined by the Association.

2. When the building is not to be restored -- and undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit



owner will be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee will have any right to determine or participate in the determination as to whether or not any damaged property will be reconstructed or repaired, and no mortgagee will have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds may to the unit owner and mortgagee pursuant to the provisions of this Declaration.

**11.5 Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee will be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trustee will be paid first, or provision made for such payment.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds will be paid to defray the cost of such elsewhere provided. Any proceeds remaining after defraying such costs will be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

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

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the unit owners and their respective share of the distribution.

**11.6 Association as Agent.** The Association is irrevocably appointed agent for each unit owner 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.

## **12. Reconstruction or Repair after Casualty.**

**12.1 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 will be determined in the following manner:

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

### **(b) Units.**

1. Lesser damage. If the damaged improvements is a unit or units to which fifty (50%) percent of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property will 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 will be



terminated.

2. Major damage. If the damaged improvement is a unit or units and if units to which more than (50%) percent of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, 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 seventy-five (75%) percent of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may relay upon a certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired.

12.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not, then according to plans and specifications approved by the Board of Directors of the Association; and if the damaged property is a unit or units, by the owners of not less than seventy five (75%) percent of the common elements, including the owners of all damaged apartments, which approval will not be unreasonably withheld.

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

12.4 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,

12.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs 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, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments will be made against all unit owners in sufficient amount to provide funds for the payment of such costs.

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

(a) Association. If the total of the payments made in order to provide funds for the costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the sums paid will be deposited with the Insurance Trustee. In all other cases, the Association will hold the sums paid and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee on account of such casualty will constitute a construction fund which will be disbursed in payment of the



costs of reconstruction and repair in the following manner and order:

1. Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the construction fund will 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 of an insurance policy the proceeds of which are included in the construction fund, such fund will be disbursed in the manner provided for the reconstruction and repair of major damage.

2. Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund will be disbursed in payment of such costs in the manner required by the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

3. Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with unit owner will be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement as to the unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

4. Surplus. It will be presumed that the first monies disbursed in payment of the costs of reconstruction and repair will 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 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 to the construction fund will not be made payable to any mortgagee.

5. Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee will be required to determine whether or not sums paid will be deposited with the Insurance Trustee, nor to determine whether the disbursement 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 the 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 will also name the mortgagee as a payee of any distribution of insurance proceeds to 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 will be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

13. Use Restrictions. The use of the condominium property will be in accordance with the following provisions.

13.1 Units. (a) Each of the units will be occupied as a single family private dwelling by the owner, the members of his family, his social guests or lessees and for no other purpose. No unit may be divided or subdivided into a smaller



unit or otherwise transferred without first amending this Declaration to show the changes in the units to be affected.

(b) No animals or pets of any kind other than household pets weighing twenty-five (25) pounds or less will be kept in any unit, or on any property of the condominium, provided that the keeping of any pets shall be subject to the rules and regulations adopted by the Board of Directors of the Association, provided that they will not be kept, bred or maintained for any commercial purpose and further provided that any such pet causing or creating a nuisance or unreasonable disturbance may be permanently barred from the property, upon three (3) days written notice from said Board of Directors.

(c) The unit owners will not cause anything to be hung, displayed or placed on the exterior walls, doors or windows of the apartment building and will not otherwise change the appearance of any portion of the exterior of the unit building or the surfaces of interior building walls facing common elements without the prior written consent of the Board of Directors of the Association. No clothes lines or similar devices, and no signs will be allowed on limited common elements or upon any other part of the condominium property, without the written consent of said Board of Directors.

(d) Automobiles will be parked in the assigned covered parking spaces, or upon common parking areas but only in accordance with the rules and regulations of the Association. There shall be unassigned common parking spaces for guests and licensees. No other vehicles or object, including but not limited to trucks, trailers, boats and motor homes may be parked or placed upon any of the condominium property, including limited common elements, unless permitted by the Association.

**13.2 Common Elements.** The common elements and limited common elements will be used only for the purpose for which they are intended.

**13.3 Nuisances.** No nuisance will be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No unit owner will permit any use of his unit to make any use of the common elements that will increase upon the condominium property.

**13.4 Lawful Use.** No immoral, improper, offensive or unlawful use will 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, will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property will be the same as the responsibility for the maintenance and repair of the property concerned.

**13.5 Leasing.** After approval by the Board of Directors of the Association elsewhere required, entire units may be rented, provided the occupancy is only by the lessee, members of his family, and his social guests. No rooms may be rented and no transient tenants may be accommodated.

**13.6 Rules and Regulations.** Reasonable rules and regulations concerning other use of the condominium property may be made and amended from time to time by the Association. Copies of such rules and regulations and amendments will be furnished to all unit owners and residents of the condominium, upon request.

**13.7 Proviso.** Provided, however, that until the



Successor Developer has completed all of the contemplated improvements and closed the sale of all of the units of the condominium, neither the apartment owners nor the Association nor the use of the condominium property will interfere with the completion of the contemplated improvements and the sale of the apartments. The Successor Developer may make such use of the unsold units and common elements as may facilitate such completion and sales, including but not limited to maintenance of sales office, the showing of the property, and the display of signs.

14. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of apartments by any owner other than the Successor Developer will be subject to the following provisions, which provisions each unit owner covenants to observe.

14.1 Transfer Subject to Approval.

(a) Sale. No unit owner may dispose of a unit or of any interest in unit by sale, without written approval of the Association, except to another unit owner.

(b) Lease. No unit owner may dispose of a unit or any interest in unit by lease without approval of the Association, except to another unit owner.

(c) Gift. If unit owner shall acquire his title by gift, the continuance of his ownership of his unit will be subject to the approval of the Association.

(d) Devise or Inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit will be subject to the approval of the Association.

(e) Other Transfers. If any unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his unit will be obtained in the manner set forth in Paragraph "15.2"

14.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of units will be obtained in the following manner:

(a) Notice to Association.

1. Sale. An unit owner intending to make a bona fide sale of his apartment or of any interest in it will give to 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 the Association may reasonably require. Such notice, at the unit owner's option, may include a demand by the unit owner that the Association furnish a purchaser of the unit 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.

2. Lease. A unit owner intending to make a bona fide lease of his unit or of any interest in it will give to the Association notice of such intention, together with the name and address of the intended lessee, as the Association may reasonably require and an executed copy of the proposed lease.

3. Gift, Devise or Inheritance, Other Transfers. A unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, will give the Association notice of the acquiring of



his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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

(b) Certificate of Approval.

1. Sale. If the proposed transaction is a sale, then within thirty (3) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

2. Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

3. Gift; Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his unit. If approved, the approval will be stated in a certificate executed by the President of the Association.

14.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of unit, the matter will be disposed of in the following manner:

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

1. 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 it 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 appraisers of the unit; 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.

2. The purchase price will be paid in cash.

3. The sale will be closed within thirty (30) days after the delivery or 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.

4. A certificate approving the purchaser



will be executed by the President and Secretary of the Association.

5. If 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, the notwithstanding the disapproval, the transfer or ownership previously disapproved will be deemed to have been approved; and the Association will furnish a certificate of approval as elsewhere provided.

(b) Lease. If the proposed transaction is a lease, an unit owner will be advised of the disapproval in writing, and the lease will not be made.

(c) Gifts; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the unit concerned by a purchaser approved by it, who will purchase and to whom the unit owner must sell the unit upon the following terms:

1. The sale price will be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price will be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the unit; 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.

2. The purchase price will be paid in cash.

3. The sale will be closed within ten (10) days following the determination of the sale price.

4. A certificate approving the purchaser will be executed by the President and Secretary of the Association.

5. If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the transfer or ownership previously disapproved will be deemed to have been approved, and the Association will furnish a certificate of approval as elsewhere provided.

14.4 Mortgage. No unit owner may mortgage his apartment or any interest in it without the approval of the Association unless it is by an institutional mortgage or a mortgagee to the Successor Developer to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

14.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" will not apply to a transfer to, purchase by, or a sale or transfer by, the holder of an institutional mortgage, that acquires its title as the result of owning such mortgage or lien upon the units concerned; and this will be so whether the title is acquired by



deed through the unit owner, his successors or assigns, or through foreclosure proceedings; nor will such provisions apply to a transfer, sale or lease by the Successor Developer. Neither will such provisions require the approval of a purchaser who acquired the title to a unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

**14.6 Unauthorized Transaction.** Any sale, mortgage, or lease not authorized pursuant to the terms of this Declaration will be void unless subsequently approved by the Board of Directors of the Association.

**15. Compliance and Default.** Each unit owner will be governed by and will comply with the terms and provisions of this Restated Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a unit owner to comply with such documents and regulations will entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act or otherwise.

**15.1 Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a unit owner of the Association to comply with the terms of this Restated Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

**15.2 No Waiver of Rights.** The failure of the Association or of any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant to those documents will not constitute a waiver of the right to so thereafter.

**16. Amendments.** Except as elsewhere provided otherwise, this Declaration may be only amended in the following manner:

**16.1 Notice.** Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

**16.2 Adoption.** 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:

(a) Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

(b) No less than eighty (80%) percent of the votes of the entire membership of the Association; or

(c) Until the first election of directors, only by all of the directors; provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

**16.3 Proviso.** Provided, however, that no amendment



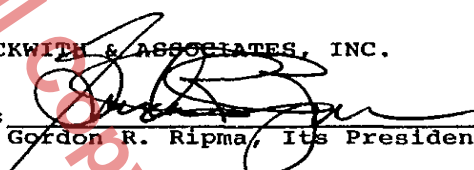
will discriminate against any unit owner nor against any apartment or class or group of units, unless the unit owners so affected shall consent; and no amendment will change any unit nor share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment; and no amendment will affect or impair the validity or priority of any mortgage covering any unit, unless said mortgagee shall join in the execution of the amendment. Neither shall any amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or repair after casualty", or "Amendments", or in Paragraph 14.5 of the section entitled "Maintenance of Community Interests", unless the record owners of all mortgages upon the condominium shall join the execution of the amendment.

17. Termination. This condominium may be voluntarily terminated in the manner provided in the Condominium Act, at any time, except as provided otherwise in this Restated Declaration.

18. Severability. The invalidity in whole or in part of any covenant or restrictions, or any section, subsection, sentence, clause, phrase or work, or other proviso of this Declaration of Condominium, the Articles of Incorporation, and By-Laws of the Association, and the rules and regulations of the Association will not affect the validity of the remaining portions.

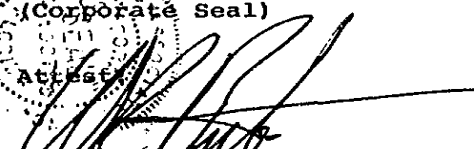
IN WITNESS WHEREOF, the Successor Developer and the Association have executed this Restated Declaration the day and year first above written.

BECKWITH & ASSOCIATES, INC.

By:   
Gordon R. Ripma, Its President

(Corporate Seal)

Attest:

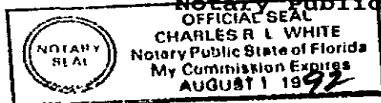
  
William R. Beckwith,  
Secretary

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared GORDON R. RIPMA and WILLIAM R. BECKWITH, well known to me to be the President and Secretary, respectively, of the corporation named as Successor Developer in the foregoing Amended and Restated Declaration of Condominium, and that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation, and that the corporate seal affixed above is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforewaid this 28th day of ~~January~~ JANUARY, 1991.

My Commission Expires:







(Corporate Seal)

Attest:

*[Signature]*  
Secretary

TURTLE CREEK EAST OWNERS  
ASSOCIATION, INC.

By:

*[Signature]*  
President

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

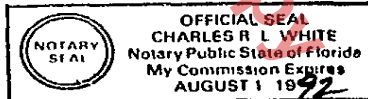
SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared GORDON R. RIPA and, WILLIAM R. BECKWITH well known to me to be the President and Secretary, respectively, of the corporation named as the Association in the foregoing Amended and Restated Declaration of Condominium, and that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation, and that the corporate seal affixed above is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforewaid this 28th day of January, 1992.

*[Signature]*  
Notary Public-State of Florida

My Commission Expires:





JOINDER OF MORTGAGE

SUN BANK NATIONAL ASSOCIATION, the owner and holder of a mortgage dated the 14th day of February, 1990, recorded in Official Record Book 846, at Page 1949, of the Public Records of Martin County, Florida, hereinafter called "Mortgagee" does hereby join in the making of the foregoing Restated Declaration of Condominium and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon, but not limited to, each and every of the parcels set forth and referred to in said Mortgage.

Mortgagee does not, by this consent (or joinder), assume any responsibility or obligations of the Successor Developer or otherwise and shall not, by virtue of this consent (or joinder) or otherwise, be responsible to any contract vendee or purchaser of a condominium unit in the Condominium or to any other person for any deposits made by such contract vendee or purchaser with the Successor Developer of any escrow agent or for the construction and improvement of any condominium unit and/or the common elements or for any other common facilities including, but not limited to, facilities for ingress, egress, recreational, or parking purposes, whether said Condominium is a phase condominium (as defined in Section 718.403, Florida Statutes) or otherwise.

Signed, sealed and delivered  
in the presence of:

SUN BANK NATIONAL  
ASSOCIATION

Eugenja Stefan  
Bank President

By: Robert B. Resse  
VICE PRESIDENT

Attest:

Donald L. Gaudette  
Secretary  
First Vice President

STATE OF FLORIDA )

COUNT OF ORANGE ) ss:

BEFORE ME, the undersigned authority, personally appeared ROBERT B. RESSE, JR. and DONALD L. GAUDETTE, President and First Vice President Secretary, respectively, of SUN BANK NATIONAL ASSOCIATION, to me known to be the persons who signed the foregoing instrument and severally acknowledged the execution thereof to be the act and deed of said, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Mortgagee.

WITNESS my hand and official seal in the County and State last aforesaid this 26<sup>th</sup> day of January, 1991.

Maureen A. Brady  
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires May 1, 1992

OR BXO 891 PG 17, 58



Unofficial Copy

EXHIBIT "A"

LEGAL DESCRIPTION

OR BKO 891 P61.759



**TURTLE CREEK EAST  
A CONDOMINIUM  
PHASE II**

**DESCRIPTION**

Lot 11 and Lot 1, TURTLE CREEK EAST as recorded in Plat Book 8, Page 84, Martin County, Florida, Public Records, less that portion of Lot 1 being more particularly described as follows:

BEGINNING at the plotted Southwest corner of said Lot 1 thence North  $00^{\circ}34'08''$  East (plat datum) along the plotted easterly line of Lot 20 114.91 feet to the plotted Northeast corner of said Lot 20; thence South  $39^{\circ}23'57''$  East along the plotted southerly right-of-way line of S.E. 191st Terrace, 107.11 feet to a point of curvature of a curve to the left, having a central angle of  $250^{\circ}31'44''$  and a radius of 50.00 feet; thence southerly, westerly, northerly and north-westerly continuing along said right-of-way line and along the arc of said curve 218.63 feet to a point of reverse curvature of a curve to the right, having a central angle of  $70^{\circ}31'44''$  and a radius of 75.00 feet; thence westerly and northwesterly along the arc of said curve and along the plotted easterly right-of-way line of S.E. 191st Street, 30.77 feet to a point of compound curvature of a curve to the right, having a central angle of  $40^{\circ}00'00''$  and a radius of 50.00 feet; thence northerly continuing along said right-of-way line and along the arc of said curve 34.91 feet to a point of tangency; thence North  $00^{\circ}34'08''$  East, continuing along said right-of-way line 150.00 feet; thence South  $89^{\circ}23'52''$  East 150.00 feet; thence South  $00^{\circ}34'08''$  West 30.00 feet; thence South  $89^{\circ}23'52''$  East 331.51 feet to the approximate high water line (as shown on said Plat) of the LIZAMATCHER RIVER NORTH FORK; thence Southeasterly meandering said line 448.50 feet, more or less, to the intersection with the plotted south line of Lot 1; thence North  $89^{\circ}23'52''$  West 415.10 feet, more or less, to the POINT OF BEGINNING.

Containing 5.47 acres more or less.

Subject to easements rights-of-way and reservation of record.

CONDITION OF DOCUMENT  
UNSUITABLE FOR MICROFILMING

OR BKO 891 PGI 7.60



**TURTLE CREEK EAST  
A CONDOMINIUM  
PHASE I**

**DESCRIPTION**

A portion of Lot 1, TURTLE CREEK EAST, as recorded in Plot Book 8, Page 84, Martin County, Florida, Public Records being more particularly described as follows:

BEGINNING at the plotted Southeast corner of said Lot 1 thence North 00°14'00" East (plat datum) along the plotted easterly line of Lot 30 114.91 feet to the plotted Northeast corner of said Lot 20; thence South 39°25'37" East along the plotted southerly right-of-way line of S.E. 191st Terrace, 107.11 feet to a point of curvature of a curve to the left, having a central angle of 250°31'44" and a radius of 50.00 feet; thence southerly, westerly, northeasterly and northwesterly continuing along said right-of-way line and along the arc of said curve 718.63 feet to a point of reverse curvature of a curve to the right, having a central angle of 70°31'44" and a radius of 75.00 feet; thence westerly and northwesterly along the arc of said curve and along the plotted easterly right-of-way line of S.E. 191st Street, 30.77 feet to a point of compound curvature of a curve to the right, having a central angle of 40°00'00" and a radius of 50.00 feet; thence northerly continuing along said right-of-way line and along the arc of said curve 34.91 feet to a point of Tangency; thence North 00°34'00" East, continuing along said right-of-way line 150.00 feet; thence South 89°25'52" East 150.00 feet; thence South 00°34'00" West 30.00 feet; thence South 89°25'52" East 331.31 feet to the approximate high water line (as shown on said Plot) of the LIXAMATCHEE RIVER NORTH FORK; thence southeasterly meandering said line 448.50 feet, more or less, to the intersection with the plotted south line of Lot 1; thence North 89°25'52" West 236.10 feet, more or less, to the POINT OF BEGINNING; containing 4.28 acres more or less.

Subject to easements rights-of-way and reservation of record.

CONDITION OF DOCUMENT  
UNSUITABLE FOR MICROFILMING

ORBKO 891 P61 7.6.1



EXHIBIT "B"

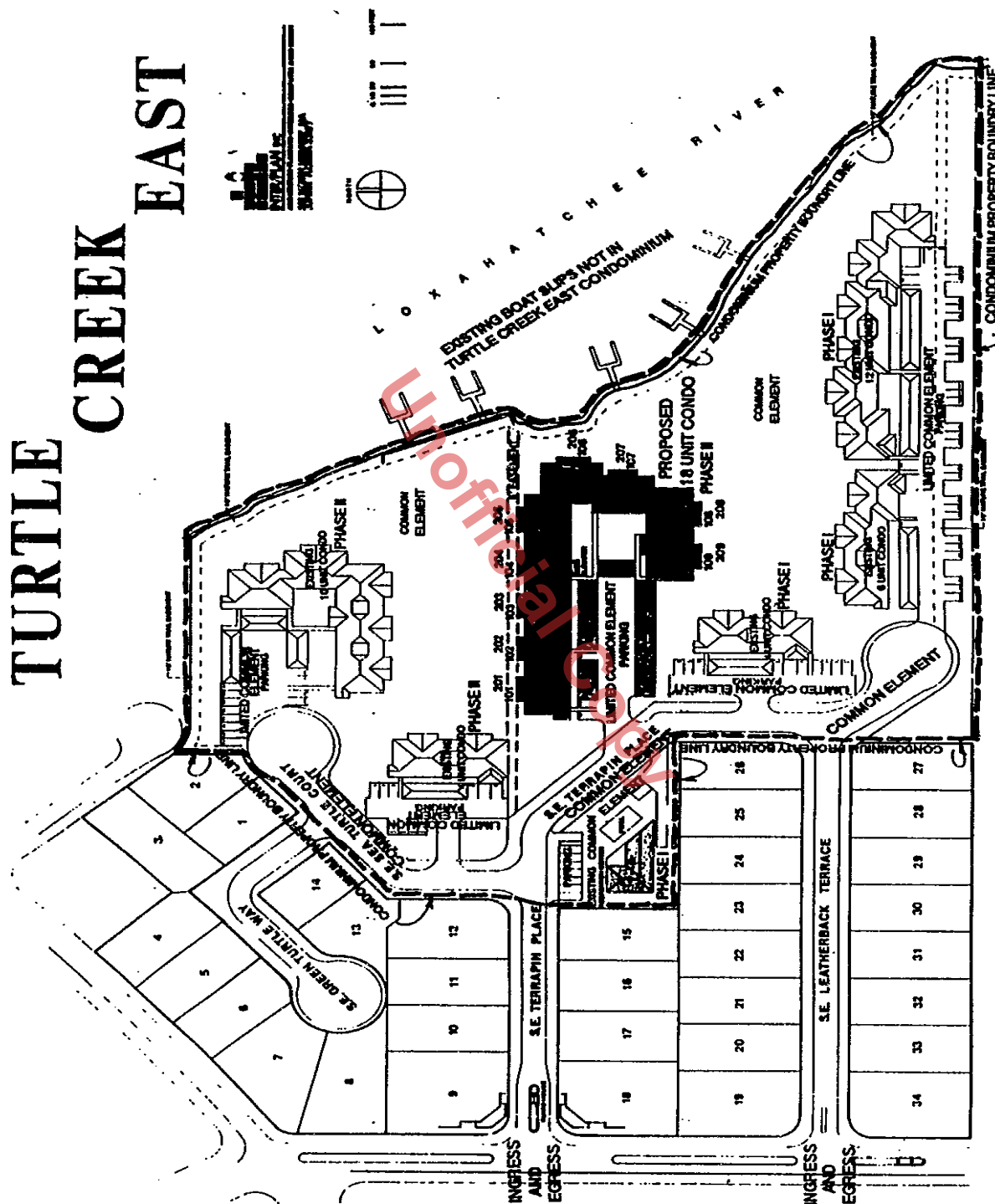
PLOT PLAN

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ORBXO 891 P61 7.62



# TURTLE CREEK EAST



NOTE: ALL CONDOMINIUM UNITS ARE APPROXIMATELY 2500 SQUARE FEET AND APPROXIMATELY 30 FEET IN HEIGHT  
RECREATION CENTER IS APPROXIMATELY 3500 SQUARE FEET AND APPROXIMATELY 20 FEET IN HEIGHT

OR BKO 891 PGI 763





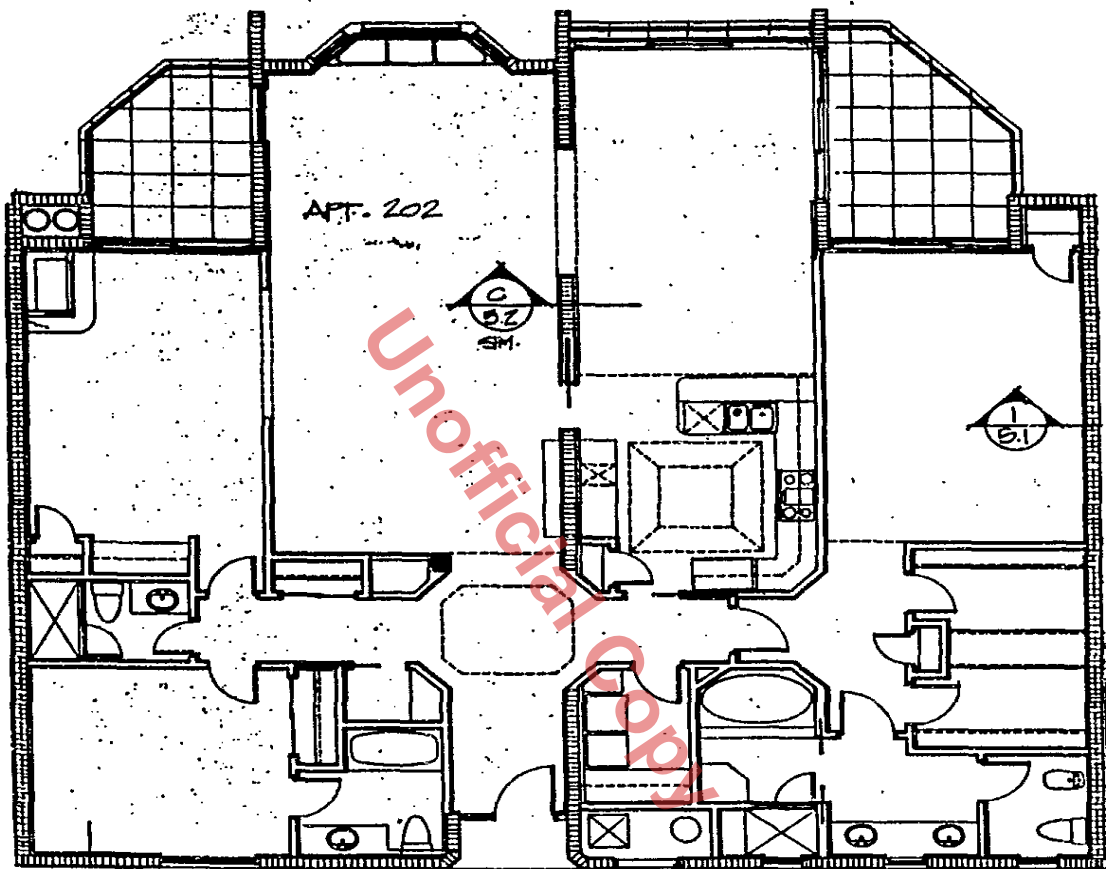










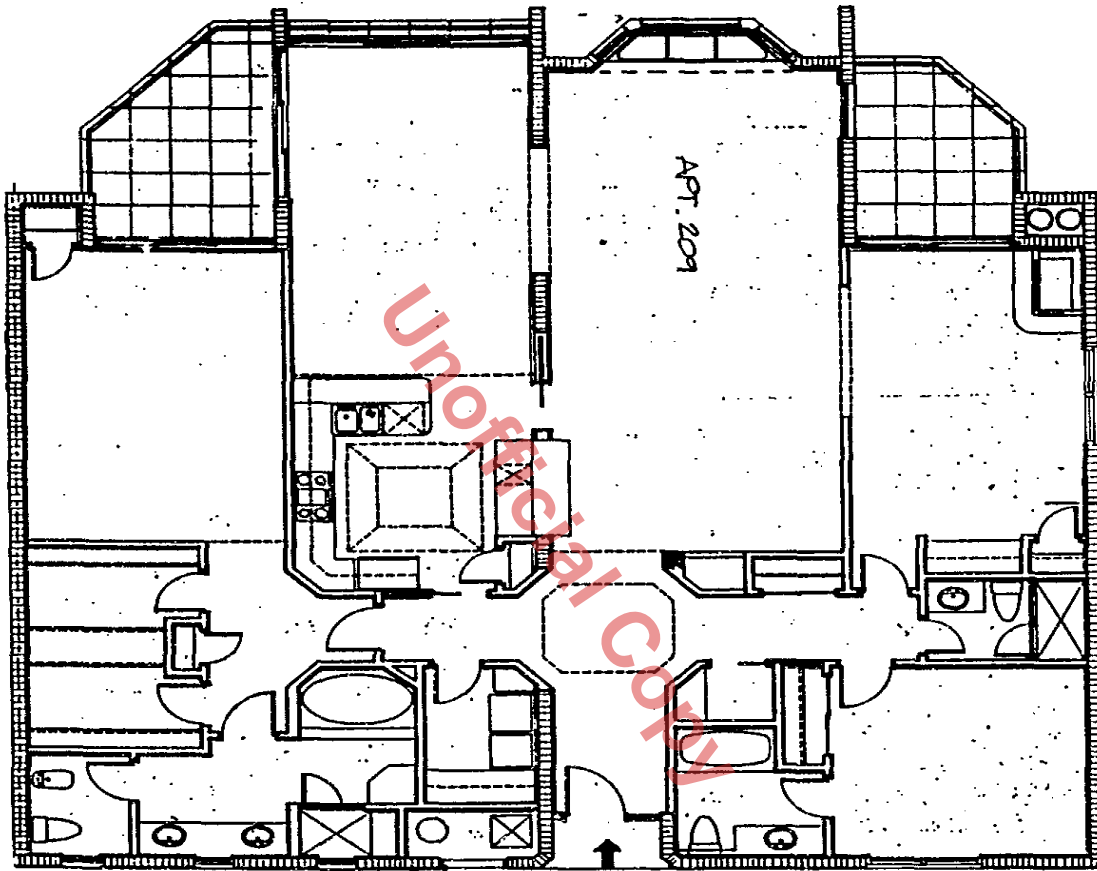


TYPICAL RIGHT HAND APARTMENT

CLUSTER "C"

ORBKO 89-1 PGL 7.67.



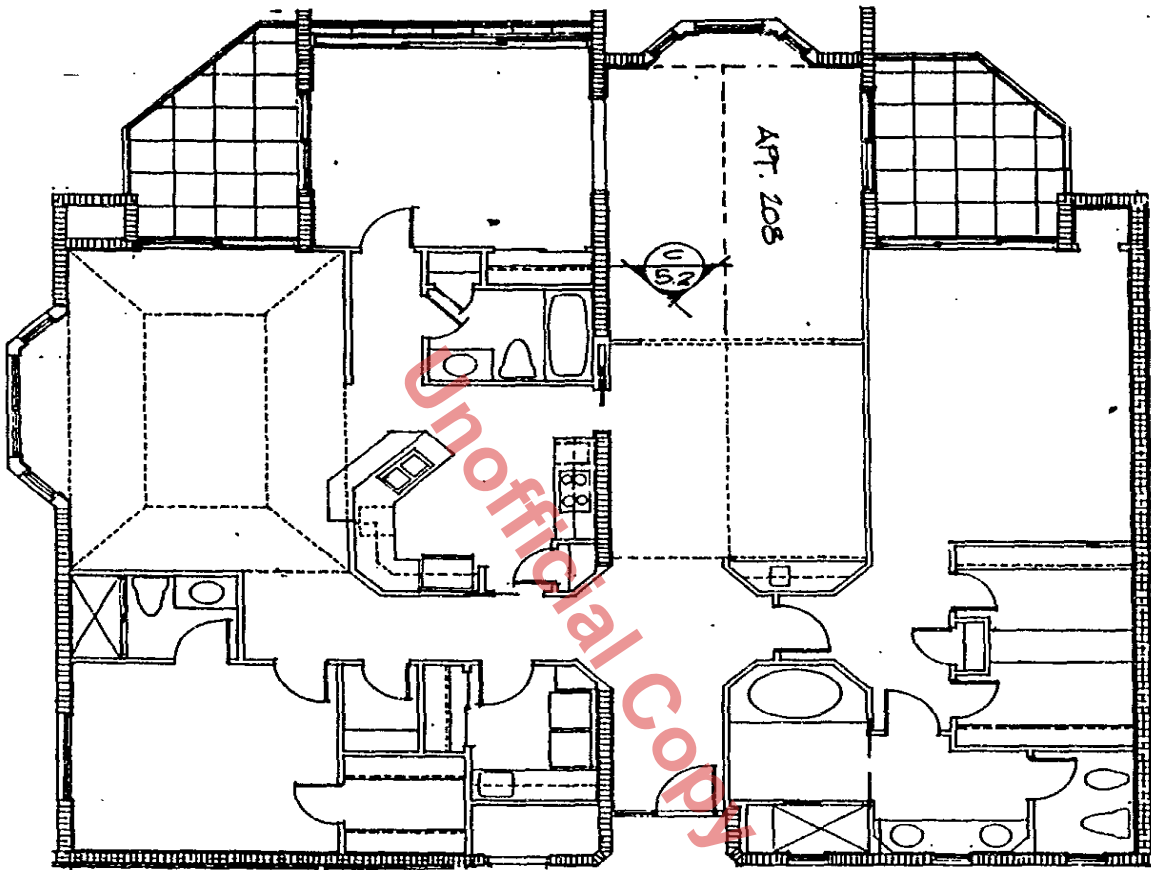


TYPICAL LEFT HAND APARTMENT

CLUSTER "C"

OR BKO 891 PGI 768



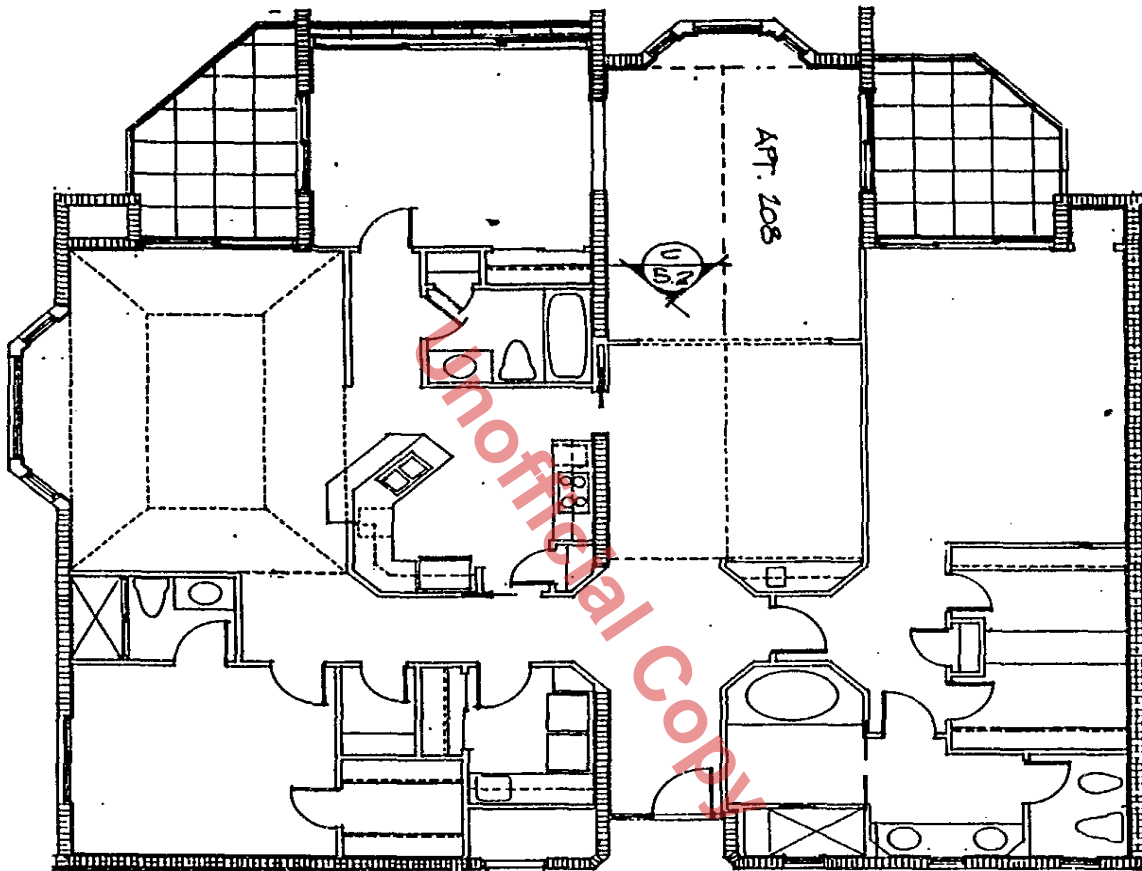


TYPICAL #108 & #208 APARTMENT

CLUSTER "C"

OR BKO 891 PGI. 769



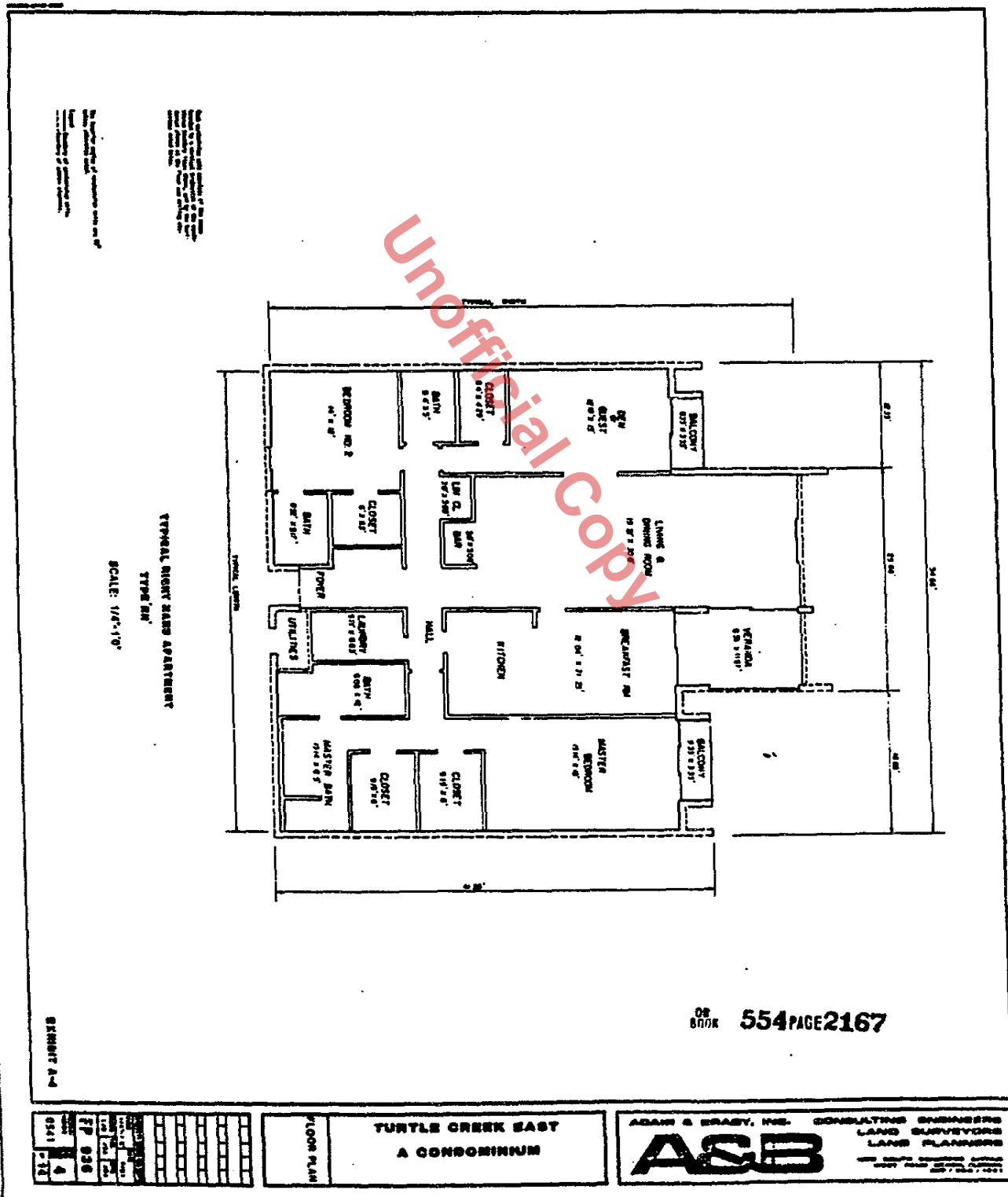


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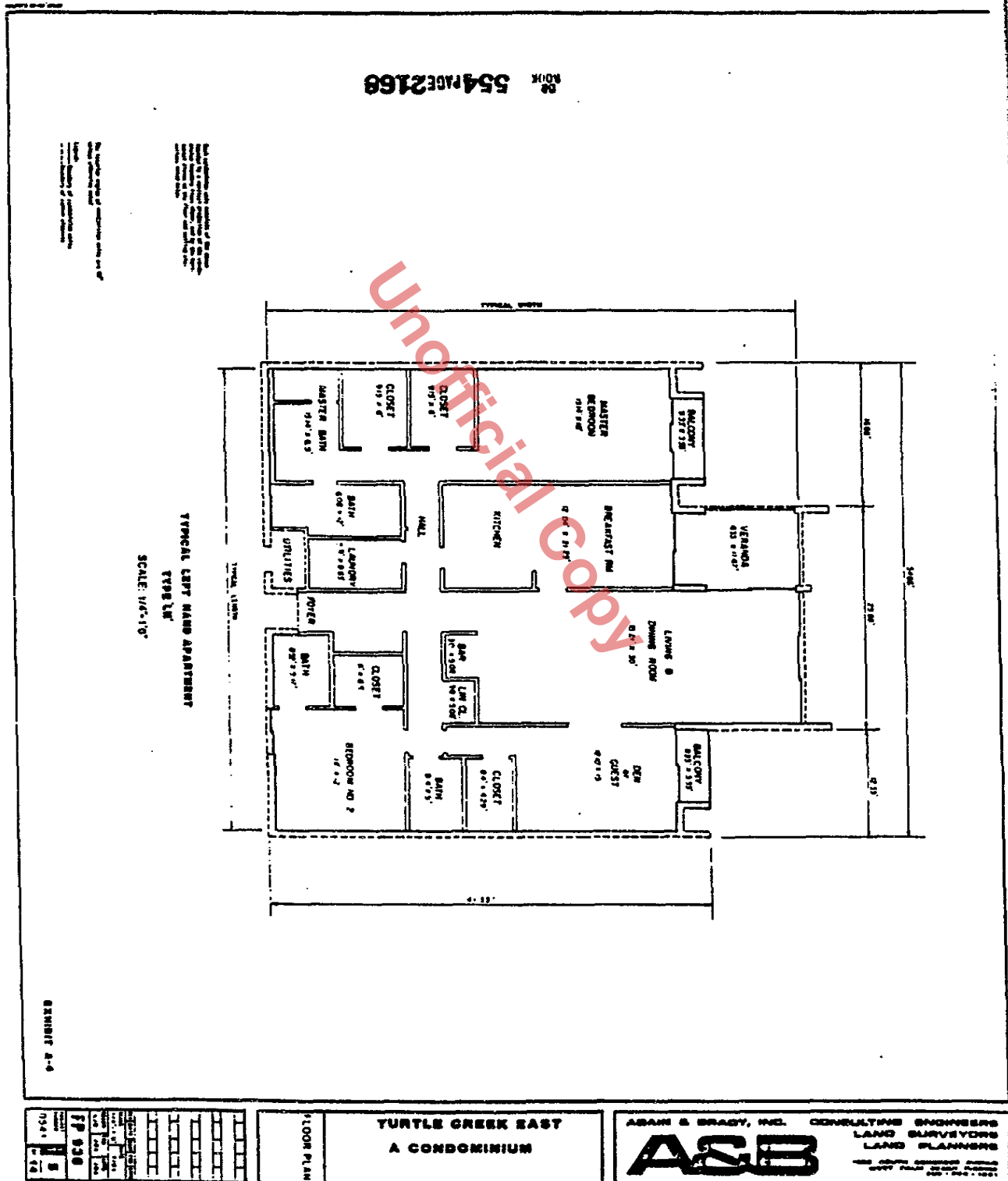
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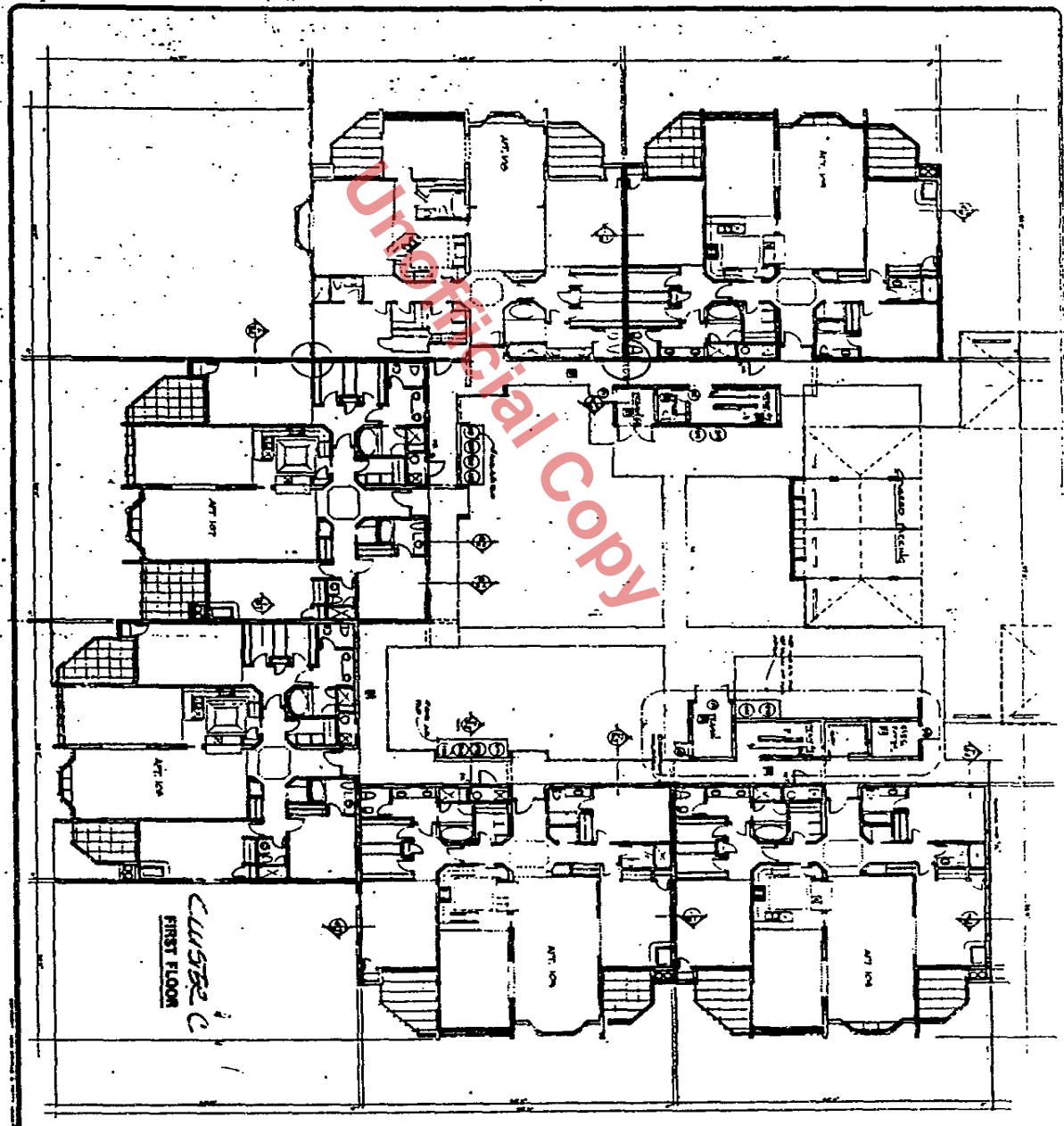












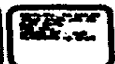
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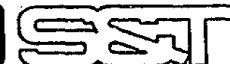
cluster floor plan

1/8"

A21

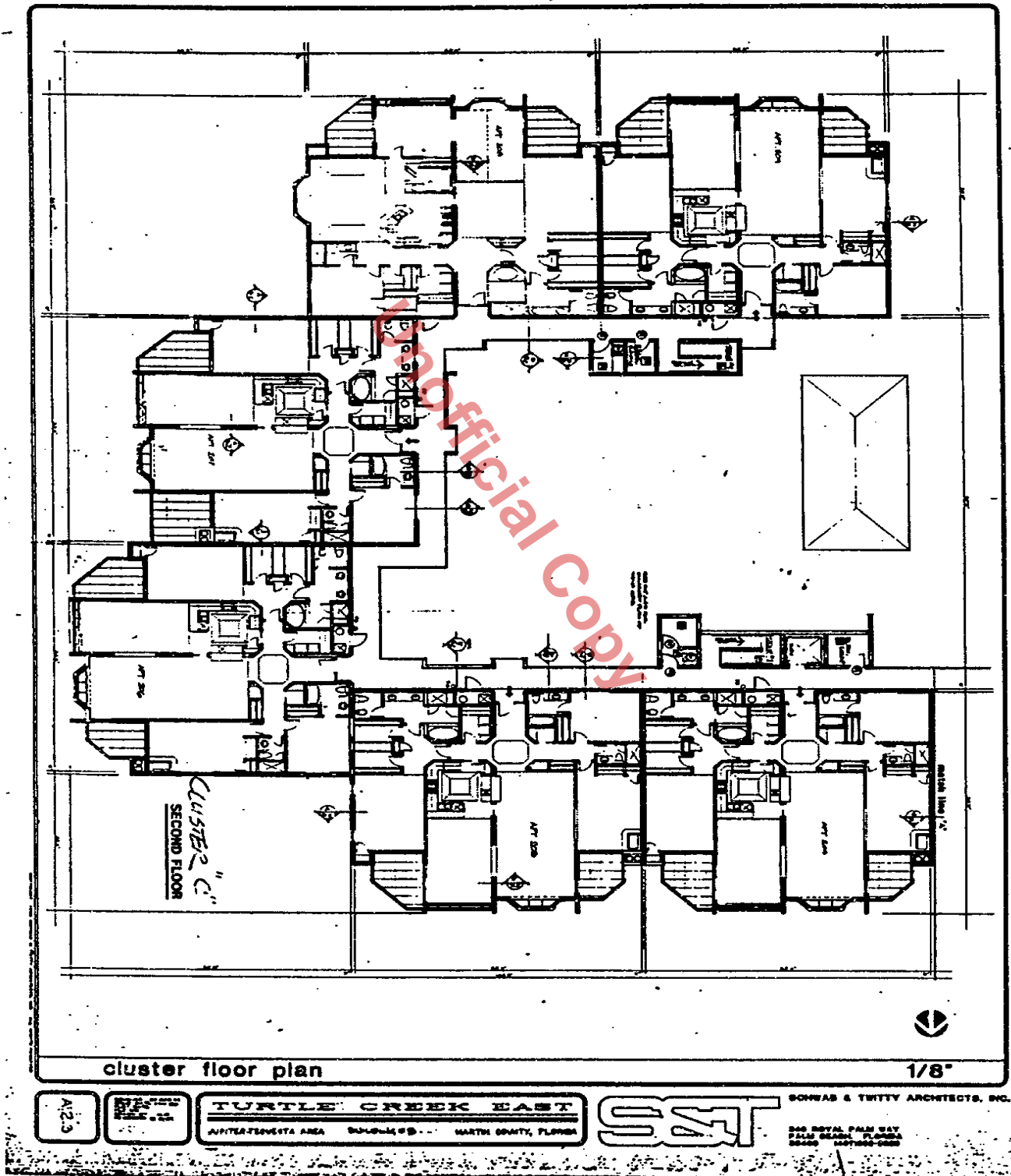


**TURTLE CREEK EAST**  
JANTERFERNETA AREA BUILDING 5 MARTIN COUNTY, FLORIDA



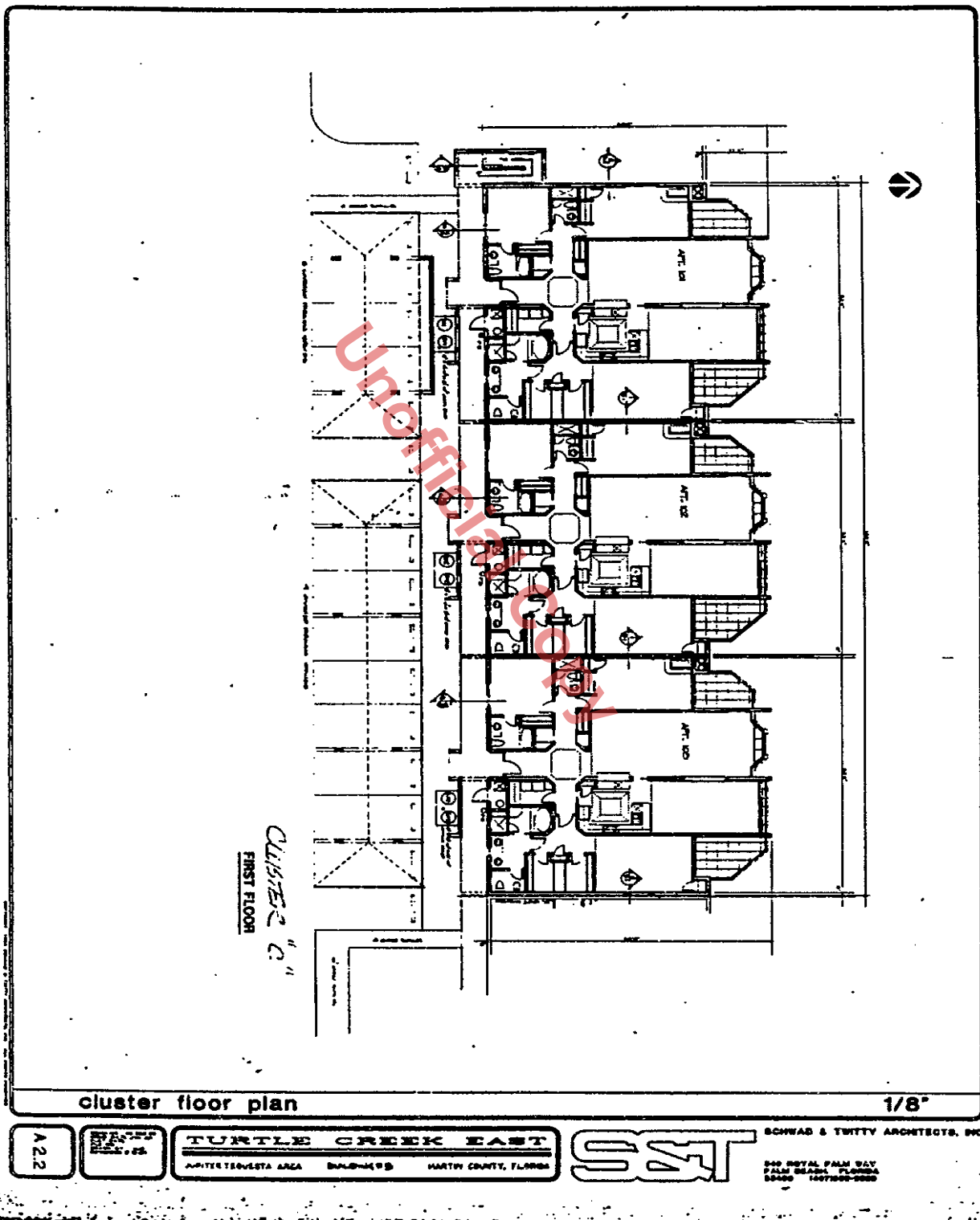
SCHWAB & TWITTY ARCHITECTS, INC.  
5400 METAL PALM WAY  
PALM BEACH, FLORIDA 33409  
561-850-2300





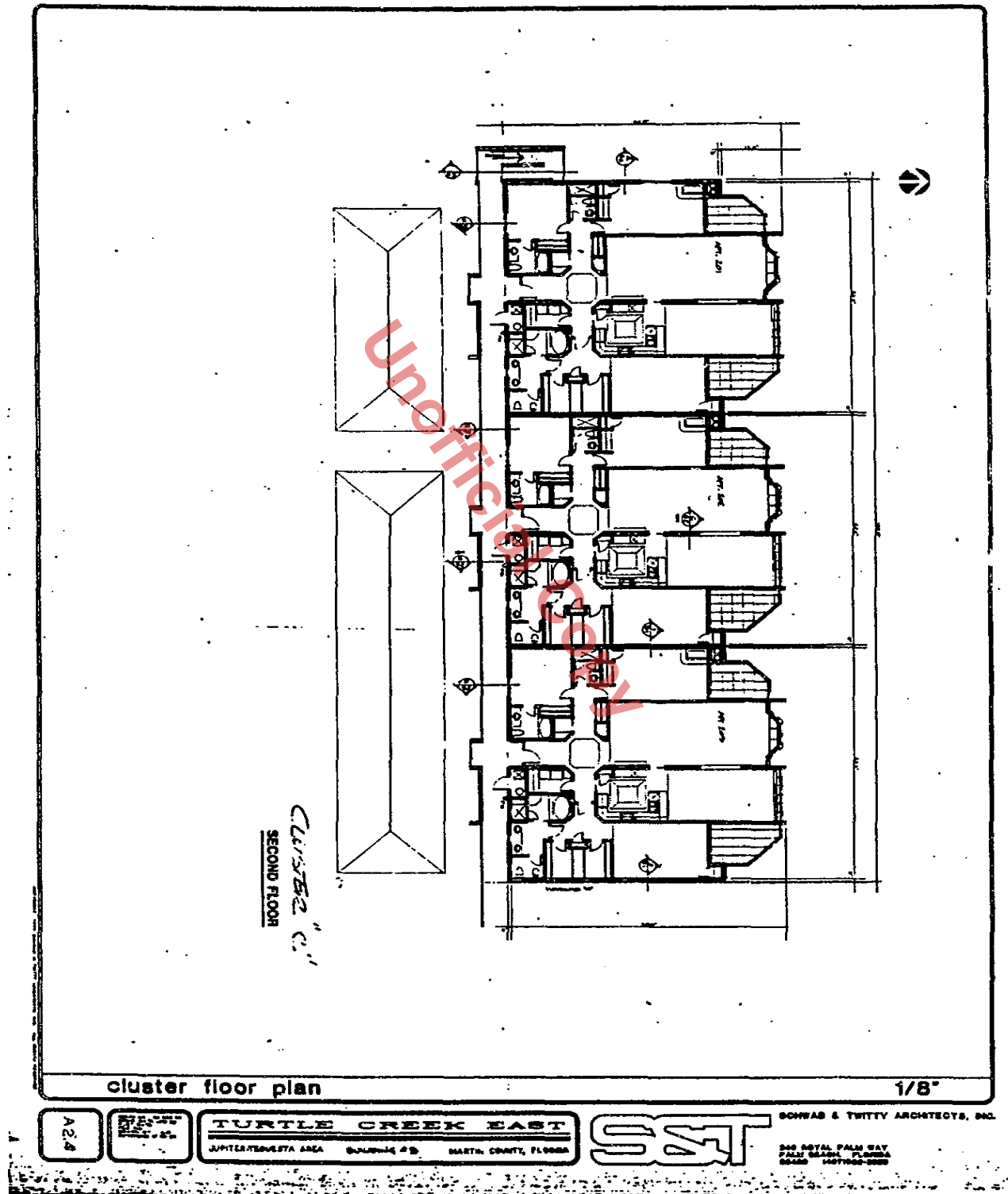
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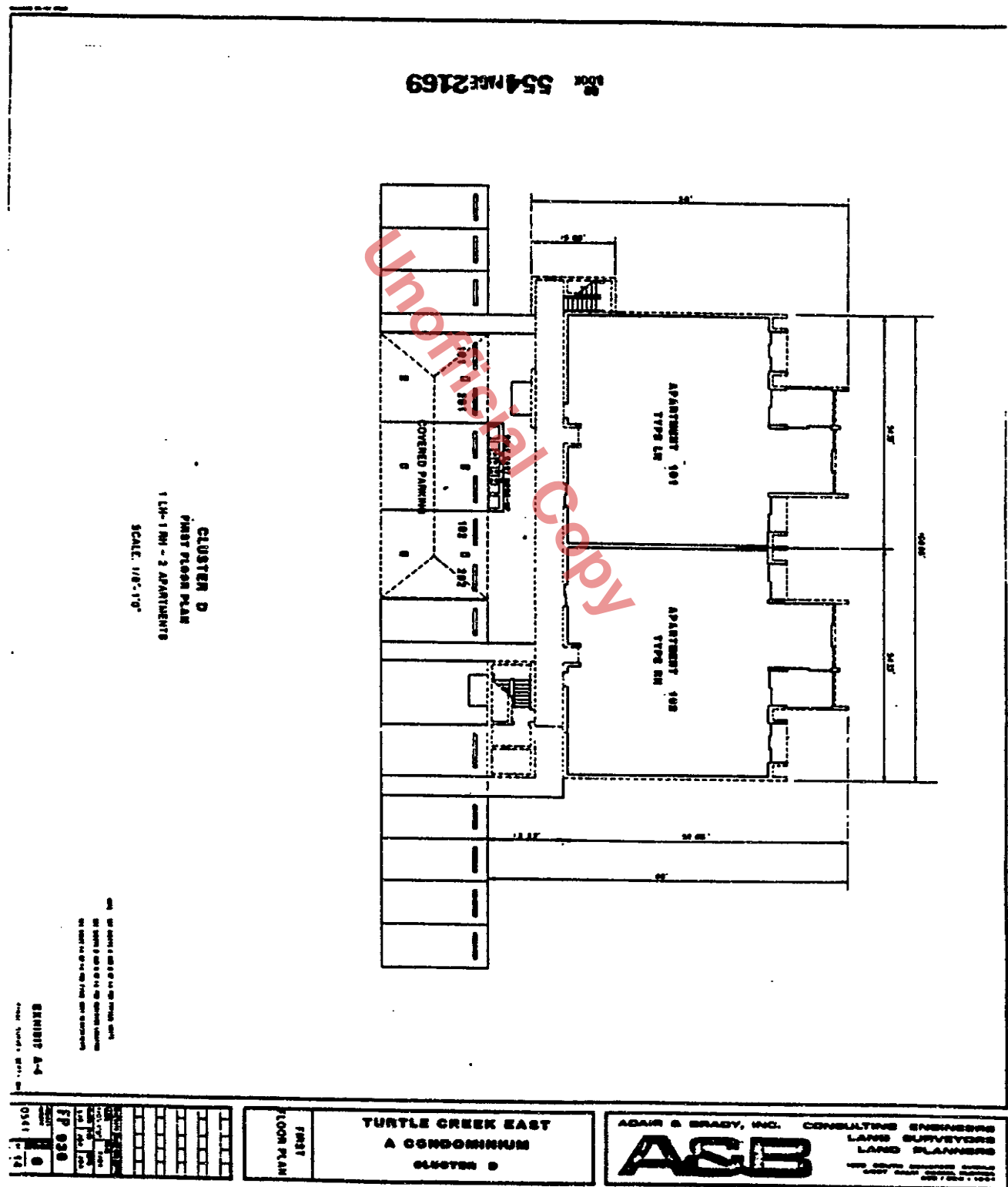
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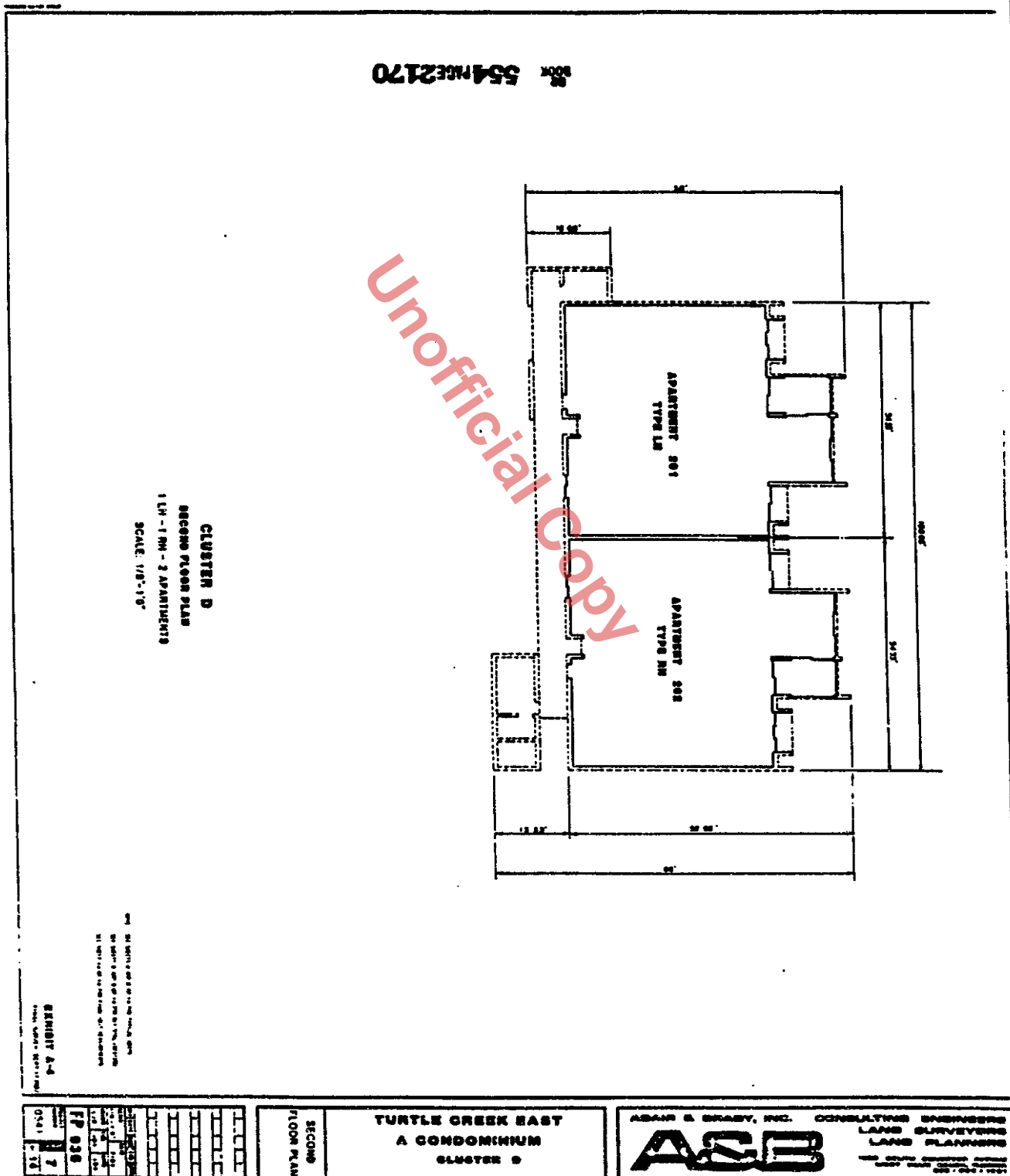
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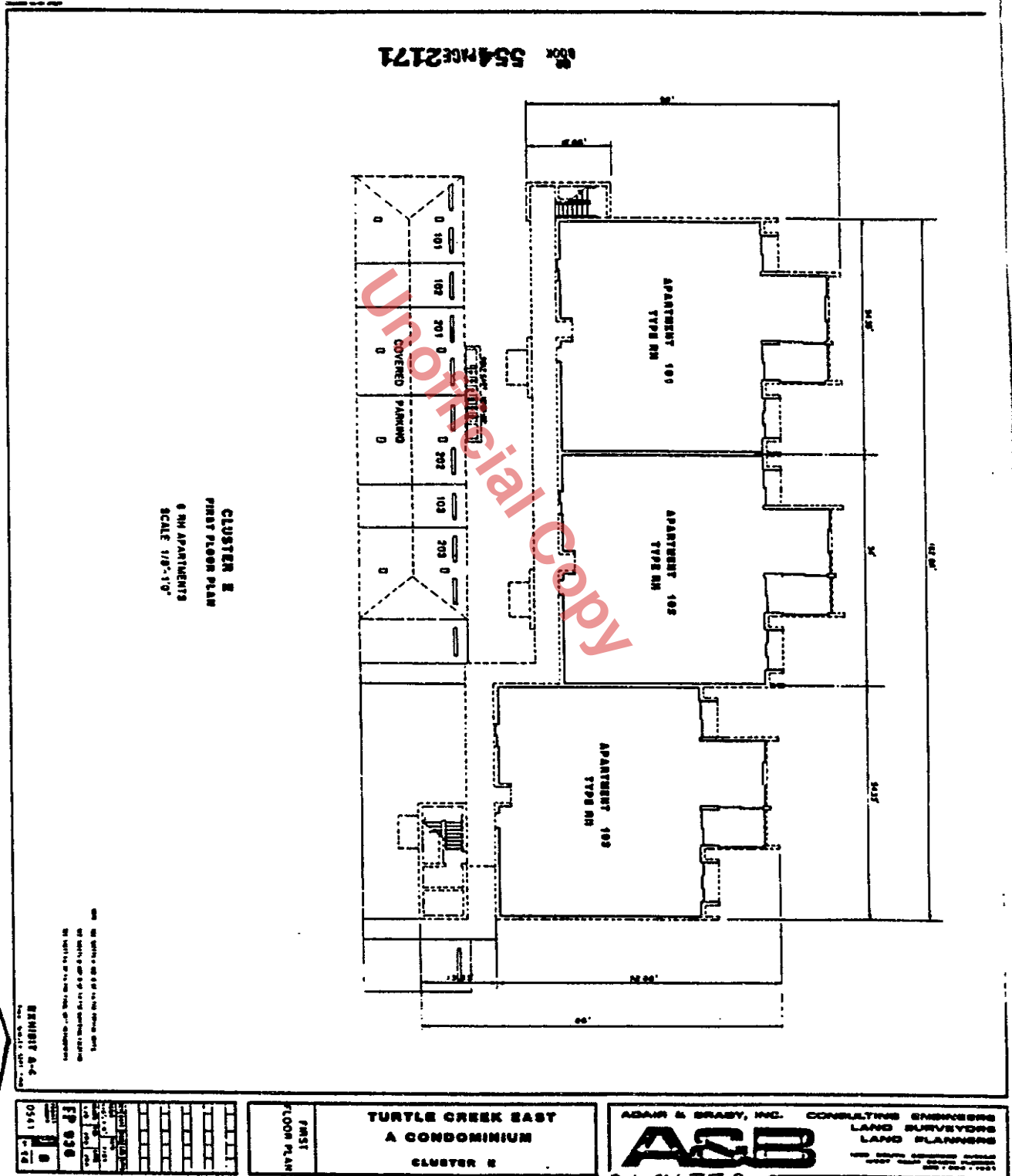
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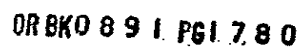


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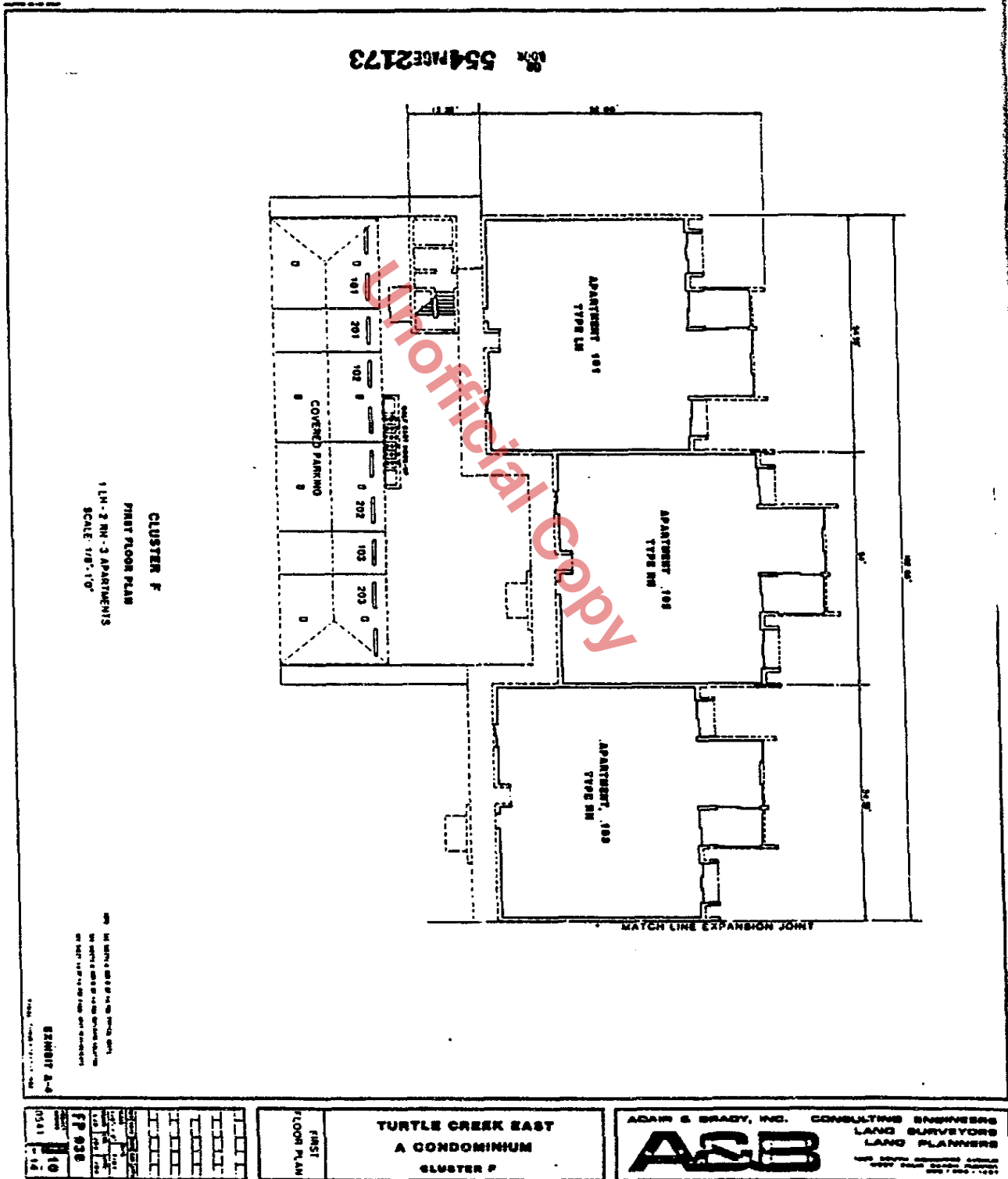




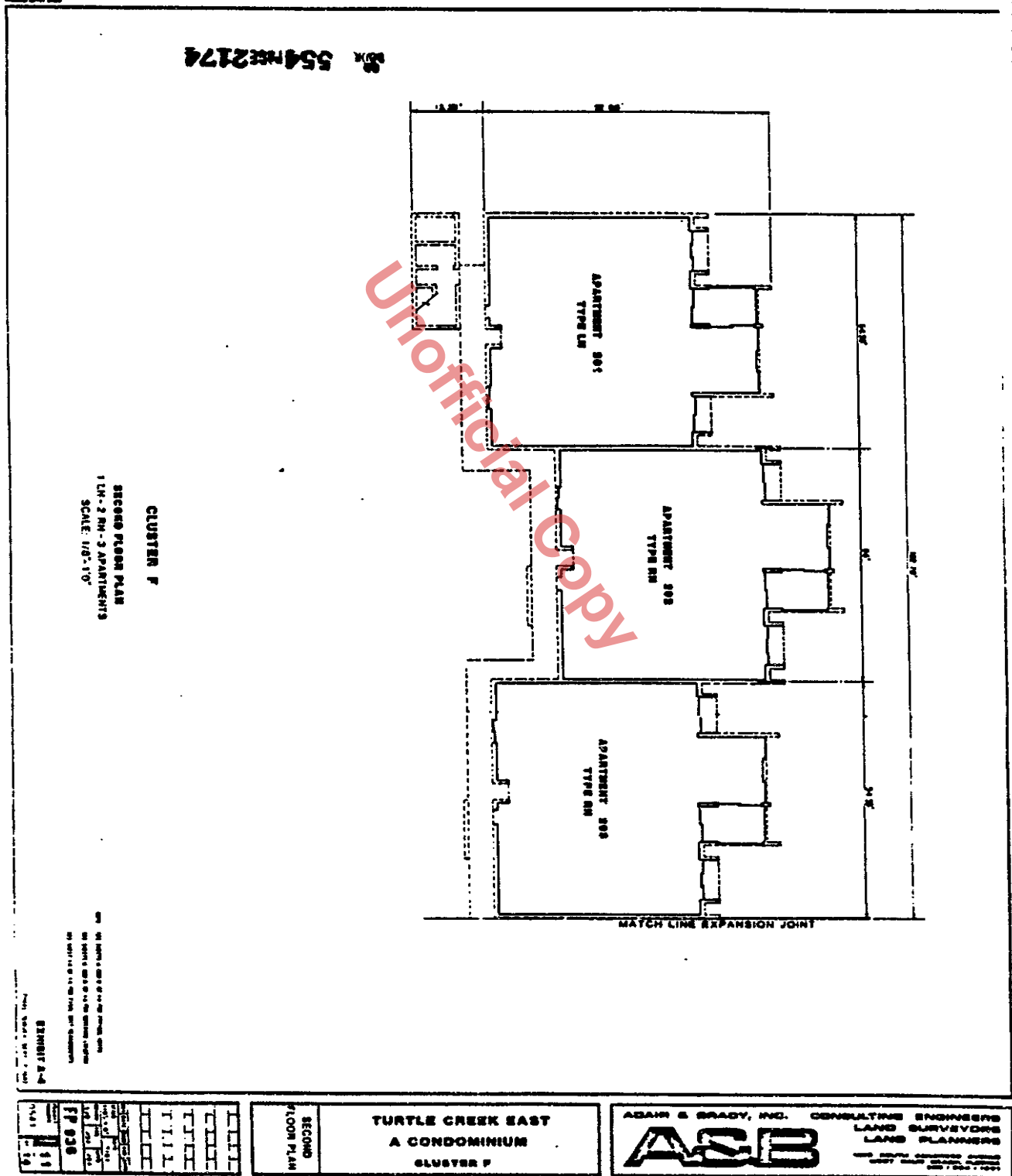






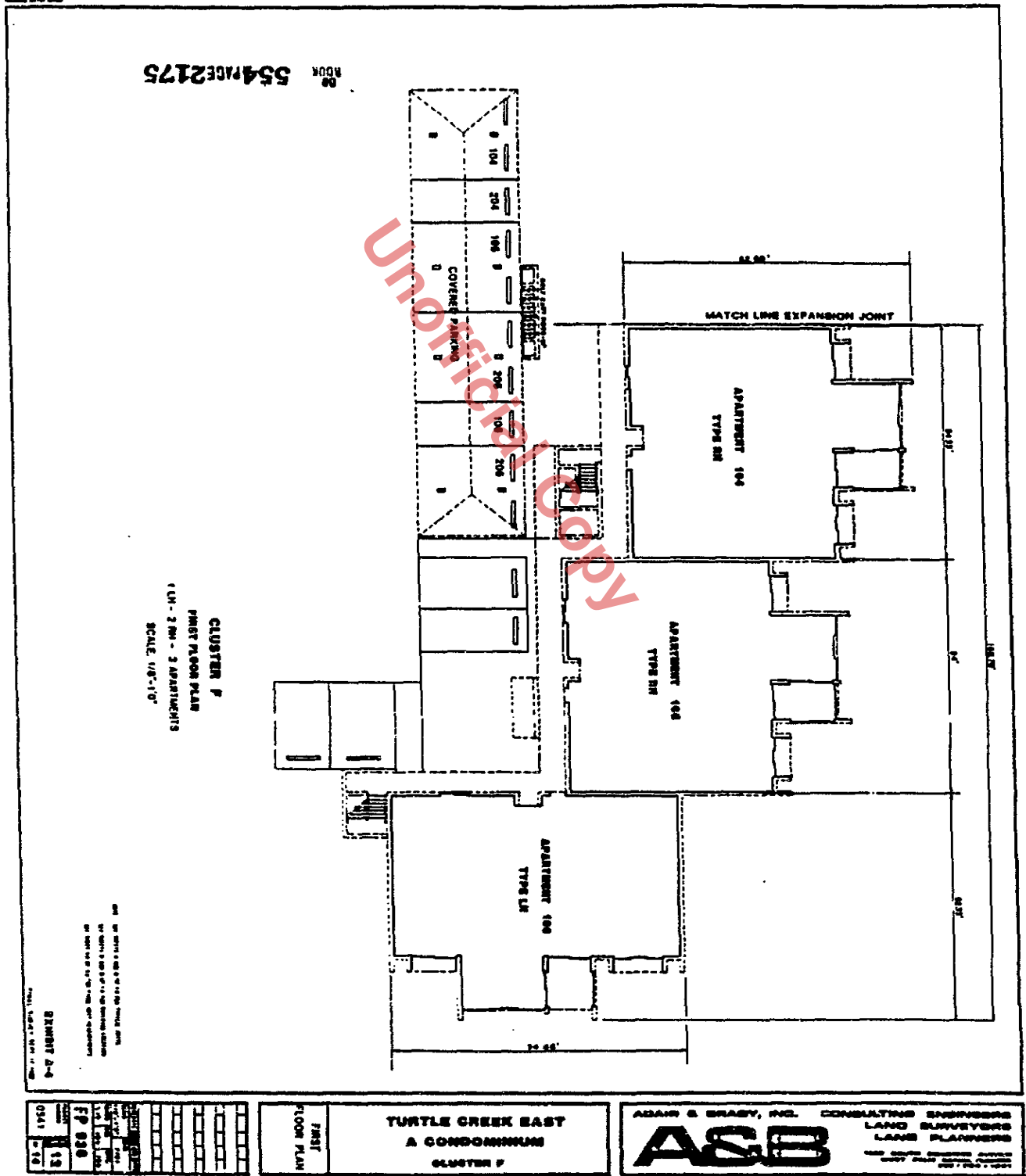




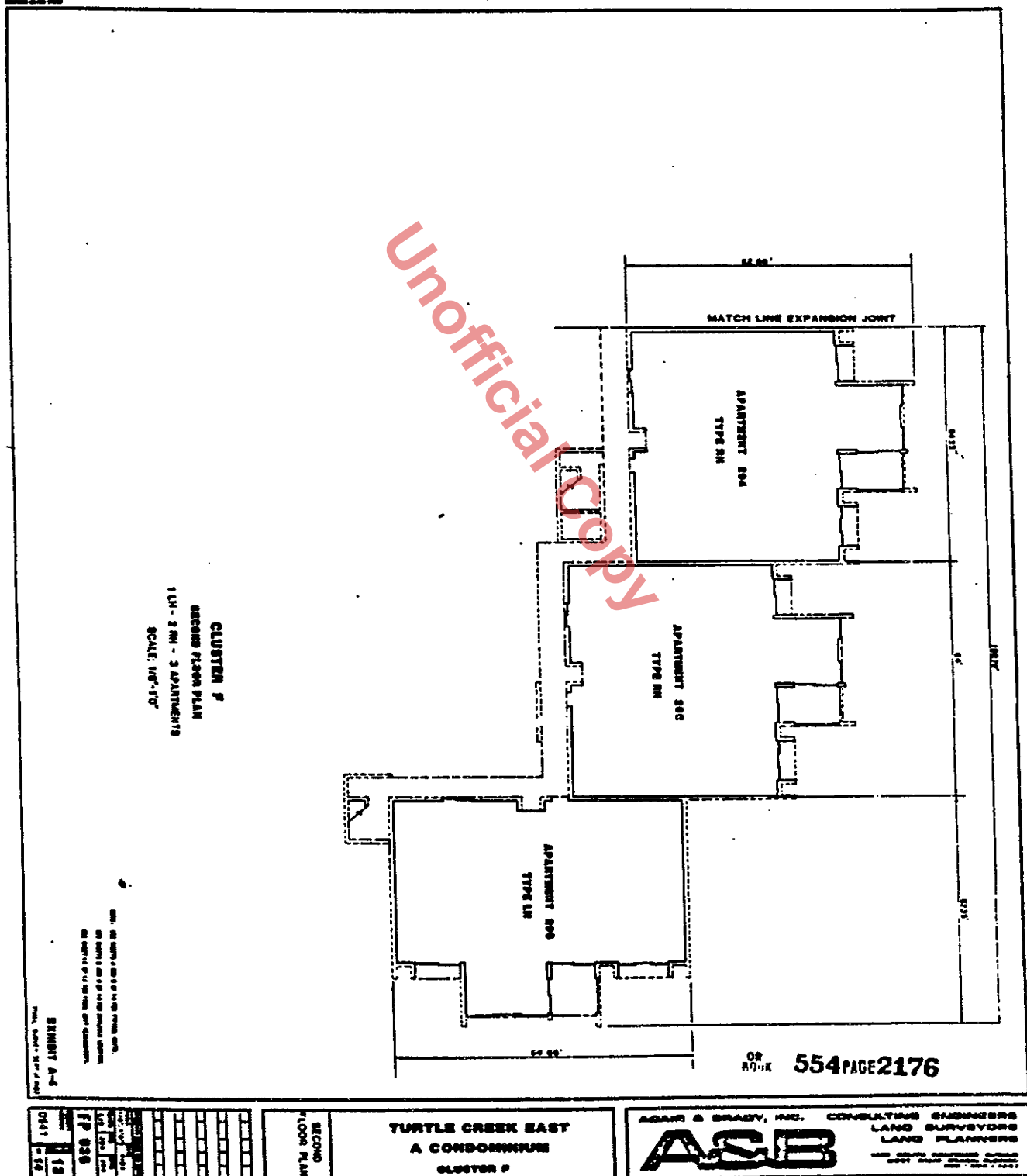


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ORBKO 891 PGI 784



## PHASE 1

Individual unit dimensions, as measured during final survey on September 17, 1982.

UNIT NO.	LENGTH	WIDTH	FINISH FLOOR ELEVATION FIRST	SECOND	CEILING ELEVATION
Cluster "D"					
101 (LH)	53.30'	49.12'	9.89'		17.89'
102 (RH)	53.33'	49.17'	9.89'		17.89'
201 (LH)	53.32'	49.06'		18.60'	26.60'
202 (RH)	53.33'	49.14'		18.60'	26.60'
Cluster "E"					
101 (RH)	53.37'	49.11'	9.59'		17.59'
102 (RH)	53.35'	49.04'	9.59'		17.59'
103 (RH)	53.39'	48.98'	9.59'		17.59'
201 (RH)	53.36'	49.01'		18.29'	26.29'
202 (RH)	53.35'	49.07'		18.29'	26.29'
203 (RH)	53.46'	49.01'		18.29'	26.29'
Cluster "F"					
101 (LH)	53.42'	49.09'	8.25'		16.25'
102 (RH)	53.31'	49.12'	8.25'		16.25'
103 (RH)	53.40'	49.07'	8.25'		16.25'
201 (LH)	53.40'	49.20'		16.92'	24.92'
202 (RH)	53.32'	49.16'		16.92'	24.92'
203 (RH)	53.40'	49.24'		16.92'	24.92'
104 (RH)	53.33'	49.06'	8.25'		16.25'
105 (RH)	53.48'	49.16'	8.25'		16.25'
106 (LH)	53.38'	49.22'	8.25'		16.25'
204 (RH)	53.26'	49.07'		16.92'	24.92'
205 (RH)	53.46'	49.14'		16.92'	24.92'
206 (LH)	53.40'	49.07'		16.92'	24.92'

TURTLE CREEK EAST CONDOMINIUM

Exhibit A-4

Adair & Brady, Inc. Consulting Engineers & Land Surveyors  
2320 S.E. Indian Street, Stuart, Florida 33494

BOOK 554 PAGE 2177

OR BKO 891 PG 1785



**588855**

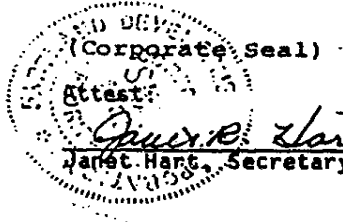
**AMENDMENT NO. 2 TO  
DECLARATION OF CONDOMINIUM OF  
TURTLE CREEK EAST  
A Condominium**

This Amendment made this 11th day of February, 1986, pursuant to the amendment provisions of said Declaration of Condominium is for the purpose of showing the actual dimensions of units in Cluster A so that the property can be located pursuant to the Statute.

The Declaration of Condominium of Turtle Creek East is hereby amended to add the following:

Exhibit A-4, Sheet 14A of 14 sheets  
a copy of which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Developer has executed this Amendment No. 2 to the Declaration of Condominium of Turtle Creek East this 11th day of February, 1986.



**HARTLAND DEVELOPMENT CORPORATION**

BY

William R. Hart  
William Hart

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared WILLIAM HART AND JANET HART, well known to me to be the President and Secretary respectively of the corporation named as the Developer in the foregoing instrument and they acknowledged to me that they executed the same freely and voluntarily under authority duly vested in them by said corporation, and that the corporate seal affixed above is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of February, 1986.

Debra A. Scum  
Notary Public, State of Florida  
My Commission Expires June 1, 1987  
BONDED THRU GENERAL INSURANCE CO.

This instrument prepared by,  
✓ FRANCIS T. RYAN  
Ryan & Ryan  
P.O. Box 14517

BOOK 664 PAGE 1000

OR BK 891 PG 1786



## CLUSTER "A"

Individual unit dimensions, as measured during final survey on July 23, 1985.

UNIT NO.	LENGTH	WIDTH	FINISH FLOOR ELEVATION		CEILING ELEVATION
			FIRST	SECOND	
101 (LH)	53.10	42.90	10.46		18.54
102 (RH)	53.10	48.70	10.46		18.59
103 (LH)	53.10	42.90	10.46		18.56
104 (LH)	53.10	42.90	10.46		18.60
105 (LH)	53.10	42.90	10.46		18.59
201 (LH)	53.10	42.90		19.27	27.47/29.50
202 (RH)	53.10	48.8		19.30	27.44/29.50
203 (LH)	53.10	42.90		19.26	27.40/29.41
204 (LH)	53.10	42.90		19.26	27.43/29.39
205 (LH)	53.10	42.90		19.26	27.46/29.43

TURTLE CREEK EAST CONDOMINIUM

Exhibit A-4

Adair & Brady, Inc., Consulting Engineers & Land Surveyors  
951 Colorado Avenue, Stuart, Florida 33494

CONDITION OF DOCUMENT  
UNSUITABLE FOR MICROFILMING

BOOK 664 PAGE 1001

OR BK 089 | PG 787

0541  
Sheet 14a of 14



AMENDMENT NO. 3 TO  
DECLARATION OF CONDOMINIUM OF  
TURTLE CREEK EAST,  
A Condominium,  
Phases I and II,

The original Declaration of Condominium is filed in O.R. Book 554, Pages 2140 through Page 2192 of the Official Record Books of Martin County, Florida. Amendment No.1 to the Declaration of Condominium is filed in O.R. Book 664, Page 995 through 999, Official Records of Martin County, Florida. Amendment No. 2 is filed in O.R. Book 664, Page 1000 and 1001, Official Records of Martin County, Florida.

A Certification of Substantial Compliance as to Clusters D, E, F, & A of Phases I and II is incorporated herein as follows:

CERTIFICATION OF SURVEYOR

I, James Kramer, of West Palm Beach, Florida, certifies as follows:

1. I am a Registered Land Surveyor authorized to practice in the State of Florida.
2. This Certificate is made as to Turtle Creek East, a Condominium, Phases I and II, located in Jupiter-Tequesta area, Florida and is for the purpose of being in compliance with Section 718.104(4)(e) of the Florida Statutes. Pursuant to the provisions of 718.104(4)(e) of the 1976 Florida Statutes effective January 1, 1977 and pursuant to any amendments thereto, I hereby certify that the survey and plot plan description, floor plans and other material in connection therewith, all of which are presently of record except for Exhibits 15, 16, and 17 attached hereto as Exhibit 1, referencing Cluster Building A (which is being filed herewith) and that the actual construction of the improvements on the above described property, i.e. Building Cluster D, E, F, Phases I and Cluster A Phase II, as well as landscaping utility services and access to the unit and the

ORBOOK 891 PGI. 7.88

BOOK 684 PAGE 2277



common element facilities are substantially complete so that those materials, together with the provisions of the Declaration describing the Condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimension of the common elements, and of each unit can be determined by those materials.

  
 JAMES KRAMER  
 Registered Land Surveyor  
 Florida Certificate No. 12345

TURTLE CREEK EAST, A CONDOMINIUM  
 Adair & Brady, Inc. Consulting  
 Engineers and Land Surveyors

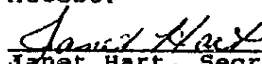
IN WITNESS WHEREOF, the Developer has executed this  
 Amendment No. 3 to the Declaration of Condominium of Turtle  
 Creek East Phases I and II this 31st day of July, 1986.

HARTLAND DEVELOPMENT CORPORATION

(Corporate Seal)

Attest:

  
 By: William Hart, President

  
 Janet Hart, Secretary

STATE OF FLORIDA )  
 ) SS:  
 COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day before me, an officer  
 duly qualified to take acknowledgements, personally appeared  
 WILLIAM HART and JANET HART, well known to me to be the  
 President and Secretary respectively of the corporation named  
 as the Developer in the foregoing instrument and they  
 acknowledged to me that they executed the same freely and  
 voluntarily under authority duly vested in them by said cor-  
 poration, and that the corporate seal affixed above is the true

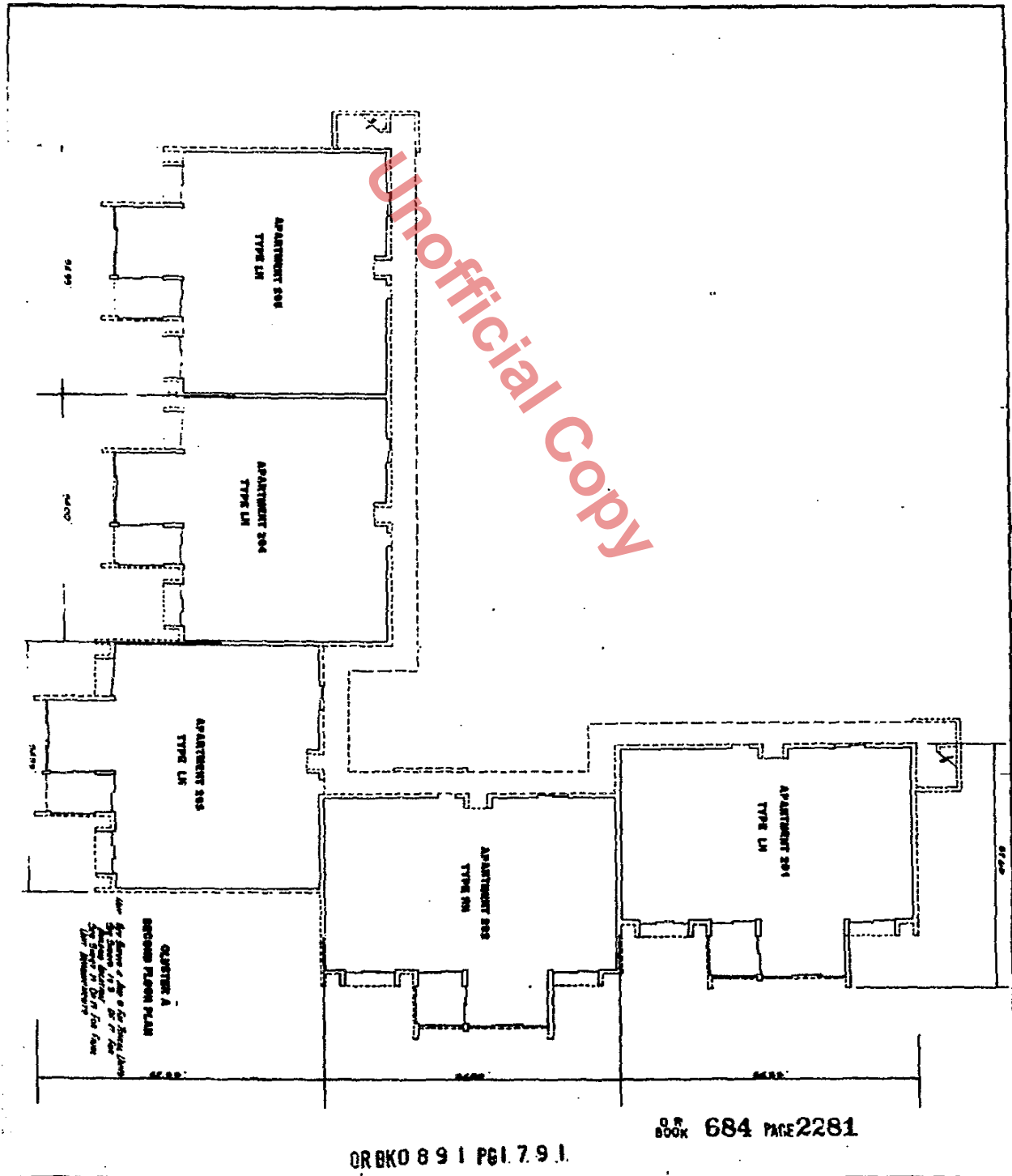
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BOOK 684 PAGE 2278









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BOOK 684 PAGE 2281

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## CLUSTER "A"

Individual unit dimensions, as measured during final survey on July 23, 1985.  
and July 7, 1986.

UNIT NO.	LENGTH	WIDTH	FINISH FLOOR ELEVATION		CEILING ELEVATION
			FIRST	SECOND	
101 (LH)	53.10	42.90	10.46		18.54
102 (RH)	53.10	48.70	10.46		18.59
103 (LH)	53.10	42.90	10.46		18.56
104 (LH)	53.10	42.90	10.46		18.60
105 (LH)	53.10	42.90	10.46		18.59
201 (LH)	53.10	42.90		19.27	27.47/29.50
202 (RH)	53.10	48.8		19.30	27.44/29.50
203 (LH)	53.10	42.90		19.26	27.40/29.41
204 (LH)	53.10	42.90		19.26	27.43/29.39
205 (LH)	53.10	42.90		19.26	27.46/29.43

TURTLE CREEK EAST CONDOMINIUM

Exhibit A-4

Adair & Brady, Inc., Consulting Engineers & Land Surveyors  
951 Colorado Avenue, Stuart, Florida 33494

BOOK 684 PAGE 2282

OR 891 PG 1792

0541  
Sheet 17 of 17



AMENDMENT NO. 4 TO  
DECLARATION OF CONDOMINIUM OF  
TURTLE CREEK EAST,  
**616349**  
A Condominium,  
Phases I and II,

The original Declaration of Condominium is filed in O.R. Book 554, Pages 2140 through Page 2192 of the Official Record Books of Martin County, Florida. Amendment No.1 to the Declaration of Condominium is filed in O.R. Book 664, Page 995 through 999, Official Records of Martin County, Florida. Amendment No. 2 is filed in O.R. Book 664, Page 1000 and 1001, Official Records of Martin County, Florida. Amendment No. 3 filed in O.R. Book 684, Page 2277, Official Records of Martin County, Florida.

A Certification of Substantial Compliance as to Clusters D, E, F, & A of Phases I and II is incorporated herein as follows:

CERTIFICATION OF SURVEYOR

I, Dennis Painter, of West Palm Beach, Florida, certifies as follows:

1. I am a Registered Land Surveyor authorized to practice in the State of Florida.
2. This Certificate is made as to Turtle Creek East, a Condominium, Phase II, Cluster B, located in Jupiter-Tequesta area, Florida and is for the purpose of being in compliance with Section 718.104(4)(e) of the Florida Statutes. Pursuant to the provisions of 718.104(4)(e) of the 1976 Florida Statutes effective January 1, 1977 and pursuant to any amendments thereto, I hereby certify that the survey and plot plan description, floor plans and other material in connection therewith, all of which are presently of record except for Exhibits 18, 19 and 20 (which are being filed herewith) and that the actual construction of the improvements on the above described property, i.e. Phase II, Building Cluster B, as well as landscaping utility services and access to the unit

OR BKO 891 PGI 793

BOOK 687 PAGE 976



and the common element facilities are substantially complete so that those materials, together with the provisions of the Declaration describing the Condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimension of the common elements, and of each unit can be determined by those materials.

ADAIR & BRADY, INC.

BY: Dennis Painter  
 DENNIS PAINTER  
 Registered Land Surveyor  
 Florida Certificate No. 3542

TURTLE CREEK EAST, A CONDOMINIUM  
 Adair & Brady, Inc. Consulting  
 Engineers and Land Surveyors

IN WITNESS WHEREOF, the Developer has executed this Amendment No. 4 to the Declaration of Condominium of Turtle Creek East, Cluster B, Phase II, this 22 day of Aug., 1986.

HARTLAND DEVELOPMENT CORPORATION

(Corporate Seal)

By: William Hart, President

Janet R. Hart  
 Janet Hart, Secretary

STATE OF FLORIDA )  
 ) SS:  
 COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared WILLIAM HART and JANET HART, well known to me to be the President and Secretary respectively of the corporation named as the Developer in the foregoing instrument and they acknowledged to me that they executed the same freely and voluntarily under authority duly vested in them by said corporation, and that the corporate seal affixed above is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of Aug., 1986.

BOOK 687 PAGE 977

[Signature]  
 Notary Public

OR BK0891 PSL794



## PHASE 2

Individual unit dimensions, as measured during final survey on July 23, 1985.

UNIT NO.	LENGTH	WIDTH	FINISHED FLOOR ELEVATION		CEILING ELEVATION
			FIRST	SECOND	
Cluster "A"					
101 (LH)	53.10'	42.90'	10.46'		18.54'
102 (RH)	53.10'	48.70'	10.46'		18.59'
103 (LH)	53.10'	42.90'	10.46'		18.56'
104 (LH)	53.10'	42.90'	10.46'		18.60'
105 (LH)	53.10'	42.90'	10.46'		18.59'
201 (LH)	53.10'	42.90'		19.27'	27.47' / 29.50'
202 (RH)	53.10'	48.80'		19.30'	27.44' / 29.50'
203 (LH)	53.10'	42.90'		19.26'	27.40' / 29.41'
204 (LH)	53.10'	42.90'		19.26'	27.43' / 29.39'
205 (LH)	53.10'	42.90'		19.26'	27.46' / 29.43'

## TURTLE CREEK EAST CONDOMINIUM

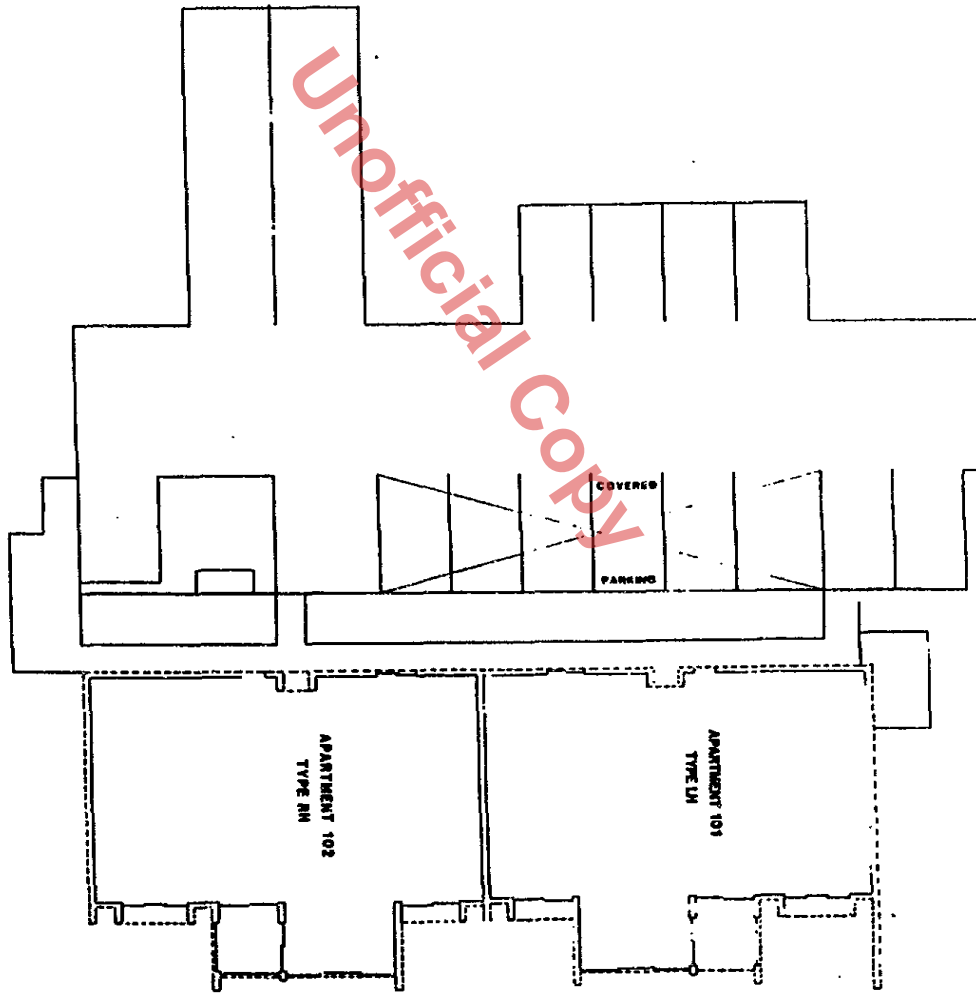
Adair & Brady, Inc. Consulting Engineers & Land Surveyors  
951 Colorado Avenue, Stuart, Florida 33497

OR BOOK 687 PAGE 978

Project No. 0541B  
Sheet 17 of 20

OR BOOK 891 PAGE 795

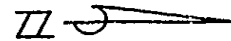




APART. AND CORRIDOR AND A NEW TYPICAL UNIT  
AND CORRIDOR 1 AND 2 OF AN EXISTING BUILDING  
AND CORRIDOR 2 OF AN EXISTING BUILDING

CLUSTER B  
FIRST FLOOR PLAN

O.R. BOOK 687 PAGE 979

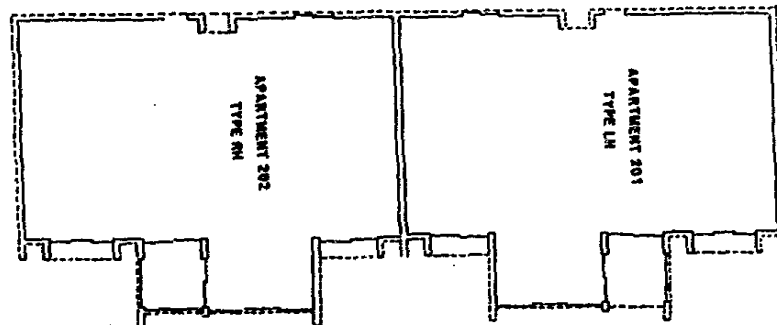


ORBOOK 891 PAGE 796

ADAIR " BRADY



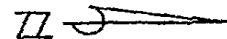
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NOTE: SEE SHEETS 4 AND 5 FOR TYPICAL UNIT  
SEE SHEETS 1 AND 2 FOR 2D BUILDING LAYOUT  
SEE SHEET 60 OF 70 FOR FINAL UNIT DEVELOPMENT

CLUSTER B  
SECOND FLOOR PLAN

O.R. BOOK 687 PAGE 980



OR BKO 891 PG 7.9.7



## PHASE 2

Individual unit dimensions, as measured during final survey on August 19, 1986.

UNIT NO.	LENGTH	WIDTH	FINISHED FLOOR ELEVATION FIRST	SECOND	CEILING ELEVATION
Cluster "B"					
101 (LH)	53.20'	49.35'	9.96'		18.06'
102 (RH)	53.20'	49.37'	9.95'		18.09'
201 (LH)	53.20'	49.35'		18.81'	26.84'
202 (RH)	53.20'	49.37'		18.75'	26.75'

## TURTLE CREEK EAST CONDOMINIUM

Adair & Brady, Inc.  
951 Colorado Avenue, Stuart, Florida 33497

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LORD  
COUNTY OF ST. LUCAS  
FLORIDA  
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ST. LUCAS COUNTY  
CLERK OF COURTS  
ST. LUCAS, FLORIDA

OR BOOK 687 PAGE 981

OR BOOK 891 PAGE 798

Project 05418  
Sheet 20 of 20



**EXHIBIT "B-1"**

**NATURE TRAIL AND ACCESS EASEMENT**

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**ORBKO 891 Pg. 799**





# MIXON LAND SURVEYING, INC.

PROFESSIONAL LAND SURVEYORS  
311 W. INDIANTOWN RD. STE. 3 JUPITER, FL 33458  
(407) 747-6046

## NATURE TRAIL AND ACCESS EASEMENT

A 10.0 NATURE TRAIL AND ACCESS EASEMENT LYING WITHIN AND BEING A PART OF THE PLAT OF TURTLE CREEK EAST, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR MARTIN COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 64; SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PLAT AND ALSO THE SOUTHWEST CORNER OF LOT 24 OF SAID PLAT, BEAR SOUTH 89 DEGREES 25 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF SAID PLAT (THE SOUTH LINE OF SAID PLAT OF TURTLE CREEK EAST IS ASSUMED TO BEAR SOUTH 89 DEGREES 25 MINUTES 52 SECONDS EAST FOR PURPOSES OF THIS DESCRIPTION AND ALL OTHER BEARINGS STATED HEREIN ARE RELATIVE THERETO.) A DISTANCE OF 1346 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH A LINE 10.0 FEET WEST OF AND PARALLEL TO THE WESTERLY SHORE OF THE NORTH FORK OF THE LOXAHATCHEE RIVER; SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE BEAR NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 31 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH A LINE 30.84 FEET (AS MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID PLAT; THENCE BEAR NORTH 89 DEGREES 25 MINUTES 52 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 702 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE RIGHT OF WAY LINE OF S.E. 191ST TERRACE, SAID RIGHT OF WAY LINE BEING A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 50.0 FEET (A RADIAL LINE AT SAID POINT OF INTERSECTION BEARS SOUTH 46°19'53" EAST ) THENCE BEAR NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 12' 02" A DISTANCE OF 12.39 FEET TO THE POINT OF INTERSECTION WITH A LINE 40.84 FEET (AS MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID PLAT (A RADIAL LINE AT SAID POINT OF INTERSECTION BEARS SOUTH 60°31'55" EAST ); THENCE BEAR SOUTH 89 DEGREES 25 MINUTES 52 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 695 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH A LINE 10.0 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF AND PARALLEL TO THE SAID WESTERLY SHORE OF THE NORTH FORK OF THE LOXAHATCHEE RIVER; THENCE BEAR NORTHERLY ALONG SAID PARALLEL LINE MEANDERING 10.0 FEET WESTERLY OF THE WESTERLY SHORE OF THE NORTH FORK OF THE LOXAHATCHEE RIVER TO THE POINT OF INTERSECTION WITH A LINE 10.0 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID PLAT; THENCE BEAR NORTH 89 DEGREES 25 MINUTES 52 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 230 FEET MORE OR LESS TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 50.0 FEET AND A CENTRAL ANGLE OF 24°00' 32" ; THENCE BEAR WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 20.95 FEET TO THE POINT OF INTERSECTION WITH A LINE 10.0 FEET ( AS MEASURED AT RIGHT ANGLES) EAST OF AND

OR BKO 891 PGI 800

SHEET 1 of 3





# MIXON LAND SURVEYING, INC.

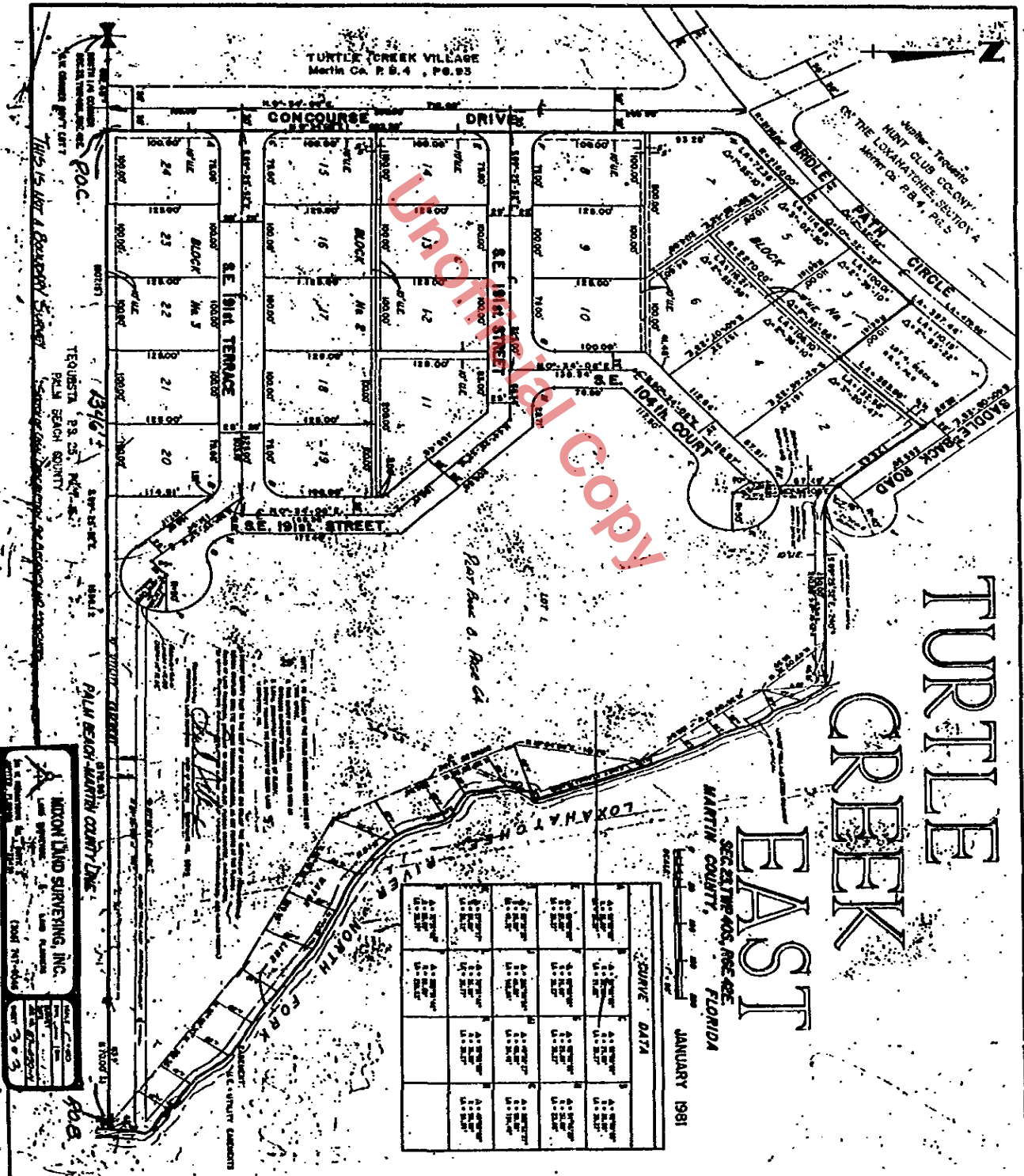
PROFESSIONAL LAND SURVEYORS  
311 W. INDIANTOWN RD. STE. 3 JUPITER, FL 33458  
(407) 747-6046

PARALLEL TO THE EAST LINE OF LOT 2 OF SAID FLAT. (A RADIAL LINE AT SAID POINT OF INTERSECTION BEARS **SOUTH 24°34'41" WEST**); THENCE BEAR SOUTH 0 DEGREES 34 MINUTES 8 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 46.72 FEET TO THE POINT OF INTERSECTION WITH THE RIGHT OF WAY LINE OF S.E. 104TH COURT OF SAID FLAT; SAID RIGHT OF WAY LINE BEING A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 50.0 FEET (A RADIAL LINE AT SAID POINT OF INTERSECTION BEARS **NORTH 00°13'25" WEST**); THENCE BEAR WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF **11°33'19"** AN ARC DISTANCE **10.08** FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE BEAR NORTH 0 DEGREES 34 MINUTES 8 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 67.49 FEET TO THE POINT OF BEGINNING WITH A NON-TANGENT CURVE BEING CONCAVE TO THE NORTH AND ALSO BEING THE NORTH LINE OF SAID PLAT (A RADIAL LINE AT SAID POINT BEARS **NORTH 49°54'35" EAST**); THENCE BEAR SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE **49°20'27"**, A RADIUS OF 40.0 AND A DISTANCE OF **34.45** FEET TO THE POINT OF TANGENCY; THENCE BEAR SOUTH 89 DEGREES 25 MINUTES 52 SECONDS EAST ALONG SAID NORTH LINE OF SAID PLAT A DISTANCE OF 240 FEET MORE OR LESS TO THE SAID WESTERLY SHORE OF THE NORTH FORK OF THE LOXAHATCHEE RIVER; THENCE BEAR SOUTHERLY MEANDERING ALONG SAID WESTERLY SHORE TO THE SOUTH LINE OF SAID PLAT; THENCE BEAR NORTH 89 DEGREES 25 MINUTES 52 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 10 FEET MORE OR LESS TO THE POINT OF BEGINNING.  
SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAYS.

OR BKO 891 PGI 801

SHEET 2 OF 3





OR BRO 891 PGI 802



EXHIBIT "C"

REPLAT OF TURTLE CREEK EAST,  
A SUBDIVISION AND SITE PLAN FOR THIRTY-FOUR (34)  
ZERO LOT LINE TOWNHOMES

OR BKO 891 P61803



# TURTLE CREEK EAST

APRIL, 1988

SHEET 1 of 2

LYING IN SECTION 23, TOWNSHIP 40 S., RANGE 42 E.,  
AND RECORDED IN PLAT BOOK 8 PAGES 64 & 65.  
PUBLIC RECORDS, MARTIN COUNTY, FLORIDA.

## DESCRIPTION

A portion of Lot 10 of Section 23, Township 40 S., Range 42 E., and a portion of Lot 11 of Section 23, Township 40 S., Range 42 E., as shown on the plat of Section 23, Township 40 S., Range 42 E., as recorded in Public Records, Martin County, Florida, Book 8, Pages 64 & 65.

## CERTIFICATE OF OWNERSHIP

STATE OF FLORIDA

I, the undersigned, being a resident of the County of Martin, State of Florida, do hereby certify that the above described property is owned by the person or persons named in the foregoing description, and that the same is not subject to any lien or claim of any kind, except as may be shown on the plat of Section 23, Township 40 S., Range 42 E., as recorded in Public Records, Martin County, Florida, Book 8, Pages 64 & 65.

## ACKNOWLEDGEMENT

STATE OF FLORIDA

I, the undersigned, being a resident of the County of Martin, State of Florida, do hereby acknowledge the foregoing description of the above described property, and that the same is not subject to any lien or claim of any kind, except as may be shown on the plat of Section 23, Township 40 S., Range 42 E., as recorded in Public Records, Martin County, Florida, Book 8, Pages 64 & 65.

## MORTGAGEE'S CONSENT

STATE OF FLORIDA

I, the undersigned, being a resident of the County of Martin, State of Florida, do hereby consent to the foregoing description of the above described property, and that the same is not subject to any lien or claim of any kind, except as may be shown on the plat of Section 23, Township 40 S., Range 42 E., as recorded in Public Records, Martin County, Florida, Book 8, Pages 64 & 65.

## ACKNOWLEDGEMENT

STATE OF FLORIDA

I, the undersigned, being a resident of the County of Martin, State of Florida, do hereby acknowledge the foregoing description of the above described property, and that the same is not subject to any lien or claim of any kind, except as may be shown on the plat of Section 23, Township 40 S., Range 42 E., as recorded in Public Records, Martin County, Florida, Book 8, Pages 64 & 65.

## MORTGAGEE'S CONSENT

STATE OF FLORIDA

I, the undersigned, being a resident of the County of Martin, State of Florida, do hereby consent to the foregoing description of the above described property, and that the same is not subject to any lien or claim of any kind, except as may be shown on the plat of Section 23, Township 40 S., Range 42 E., as recorded in Public Records, Martin County, Florida, Book 8, Pages 64 & 65.

## ACKNOWLEDGEMENT

STATE OF FLORIDA

I, the undersigned, being a resident of the County of Martin, State of Florida, do hereby acknowledge the foregoing description of the above described property, and that the same is not subject to any lien or claim of any kind, except as may be shown on the plat of Section 23, Township 40 S., Range 42 E., as recorded in Public Records, Martin County, Florida, Book 8, Pages 64 & 65.

## TITLE CERTIFICATION

STATE OF FLORIDA

I, the undersigned, being a resident of the County of Martin, State of Florida, do hereby certify that the above described property is owned by the person or persons named in the foregoing description, and that the same is not subject to any lien or claim of any kind, except as may be shown on the plat of Section 23, Township 40 S., Range 42 E., as recorded in Public Records, Martin County, Florida, Book 8, Pages 64 & 65.



## SURVEYOR'S CERTIFICATION

STATE OF FLORIDA

I, the undersigned, being a resident of the County of Martin, State of Florida, do hereby certify that the above described property is owned by the person or persons named in the foregoing description, and that the same is not subject to any lien or claim of any kind, except as may be shown on the plat of Section 23, Township 40 S., Range 42 E., as recorded in Public Records, Martin County, Florida, Book 8, Pages 64 & 65.

## SURVEYOR'S CERTIFICATION

STATE OF FLORIDA

I, the undersigned, being a resident of the County of Martin, State of Florida, do hereby certify that the above described property is owned by the person or persons named in the foregoing description, and that the same is not subject to any lien or claim of any kind, except as may be shown on the plat of Section 23, Township 40 S., Range 42 E., as recorded in Public Records, Martin County, Florida, Book 8, Pages 64 & 65.

## COUNTY APPROVAL

STATE OF FLORIDA

I, the undersigned, being a resident of the County of Martin, State of Florida, do hereby certify that the above described property is owned by the person or persons named in the foregoing description, and that the same is not subject to any lien or claim of any kind, except as may be shown on the plat of Section 23, Township 40 S., Range 42 E., as recorded in Public Records, Martin County, Florida, Book 8, Pages 64 & 65.

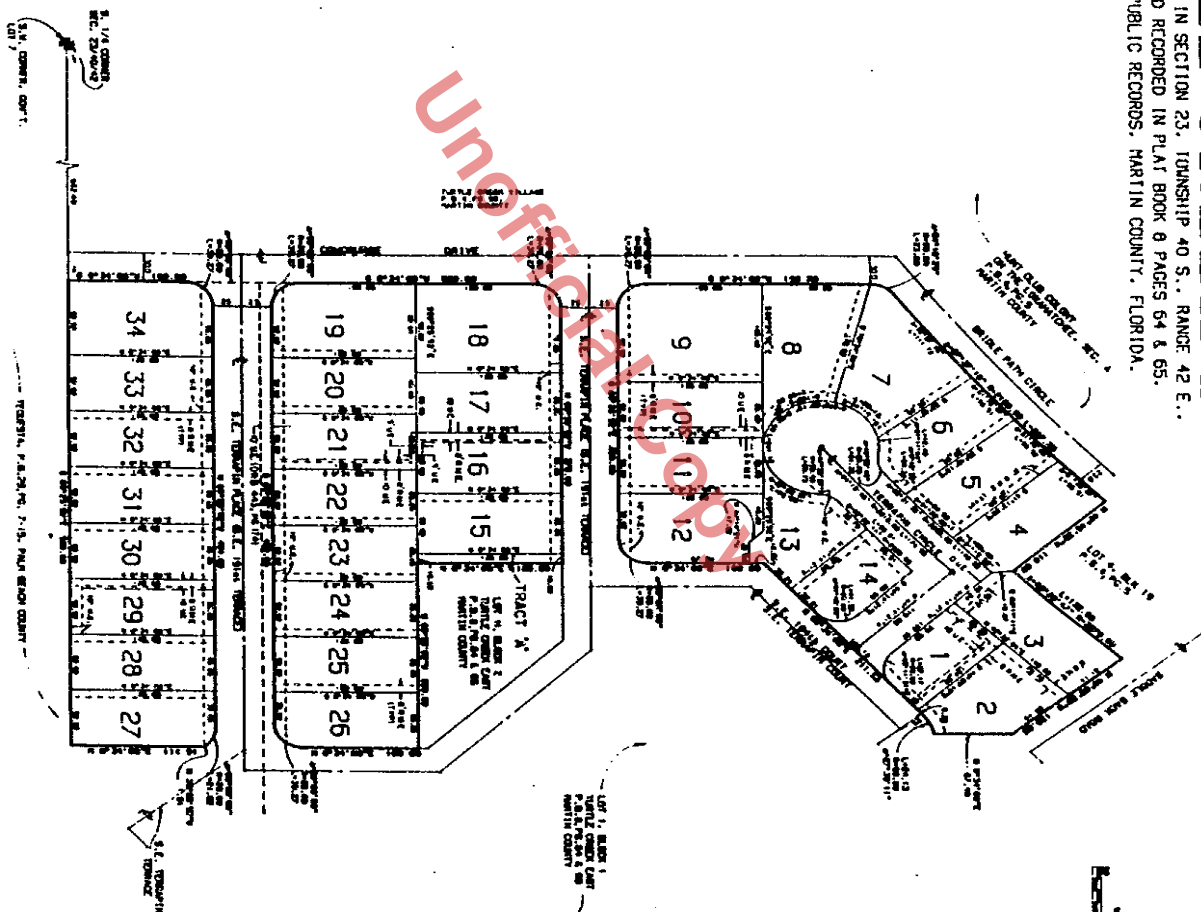
12

DR BKO 891 PGI 804



# FURTIVE CREEK LEASING

LYING IN SECTION 23, TOWNSHIP 40 S., RANGE 42 E...  
AND RECORDED IN PLAT BOOK 8 PAGES 64 & 65.  
PUBLIC RECORDS, MARTIN COUNTY, FLORIDA.



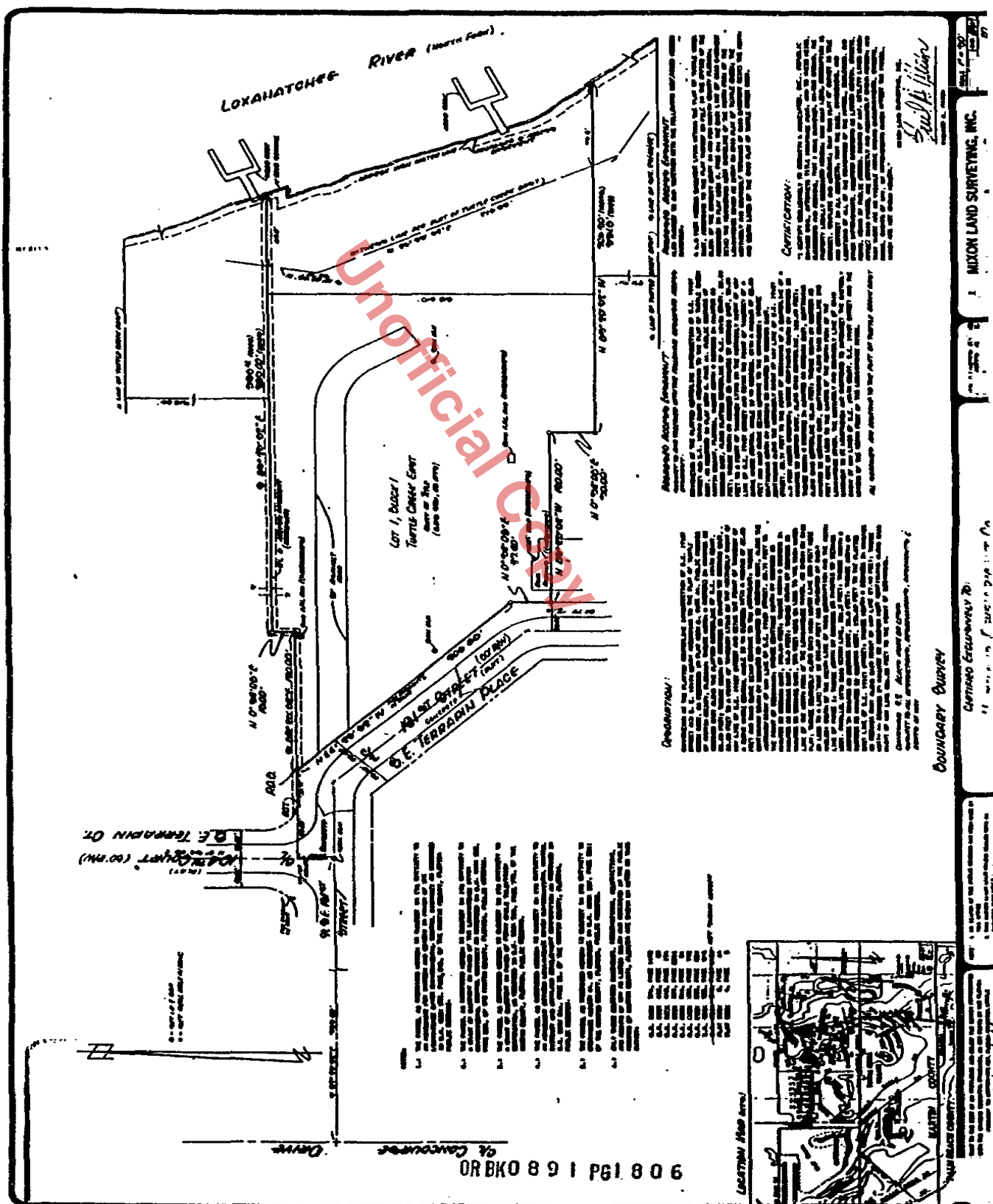
1. REPORTS TO THE GOVERNMENT REGARDING THE AMOUNTS  
 2. REPORTED ON THE 1041 RETURN FOR THE YEAR 1977  
 3. REPORTS TO THE GOVERNMENT REGARDING THE AMOUNTS  
 4. REPORTED ON THE 1041 RETURN FOR THE YEAR 1977  
 5. REPORTS TO THE GOVERNMENT REGARDING THE AMOUNTS  
 6. REPORTED ON THE 1041 RETURN FOR THE YEAR 1977

[illegible]

22

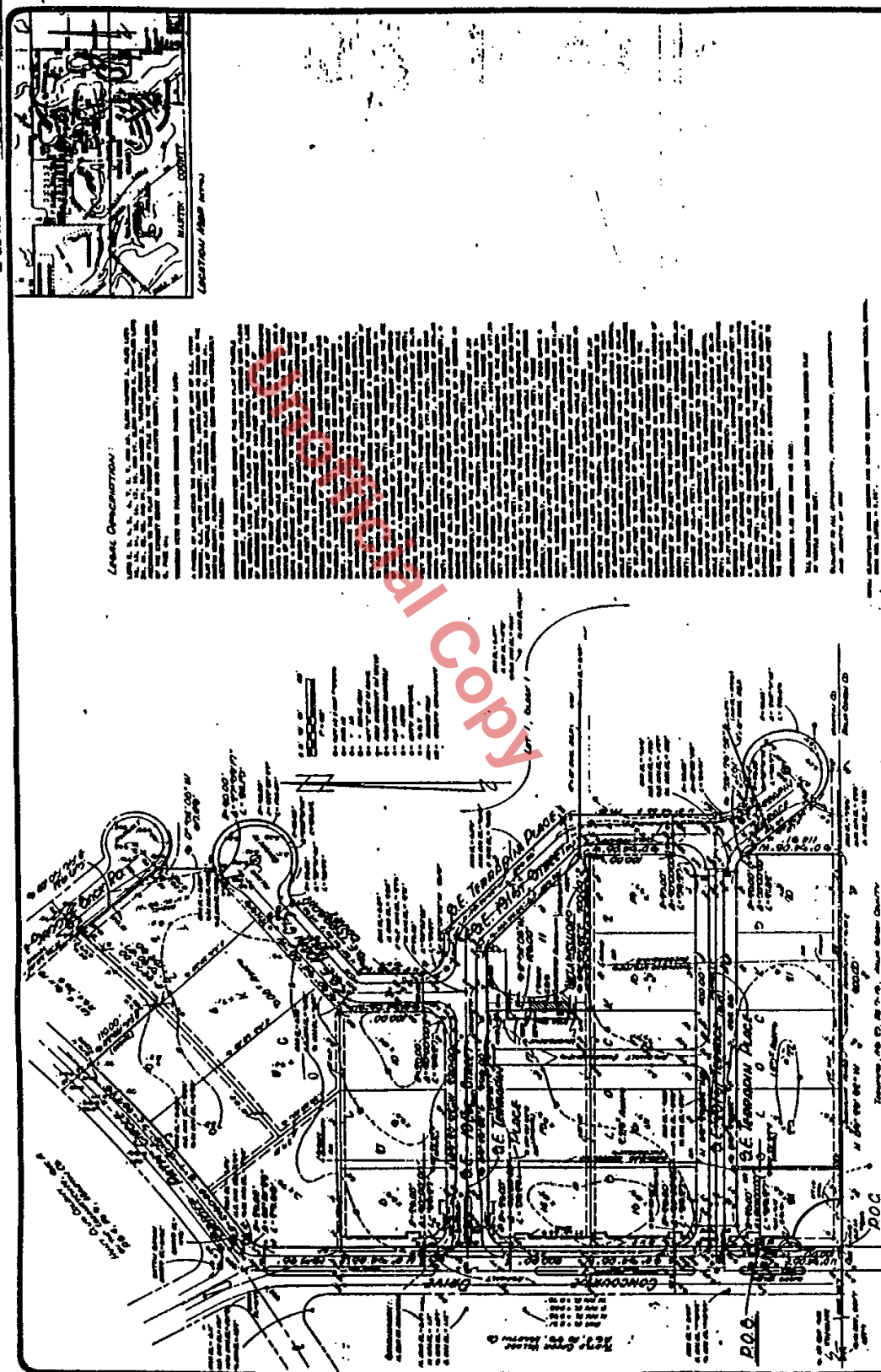
OR BKO 891 PGI 805







10/10/10



OR BKO 8 9 1 PGI 8 0 7.

UNITED STATES DEPARTMENT OF  
COMMERCE

Topographic  
Boundary Survey

For more information, contact the National Center for Education Statistics, 400 Maryland Avenue, NE, Washington, DC 20002, (202) 753-7727.

1. The undersigned hereby certifies that the above information is true and correct to the best of his knowledge and belief.



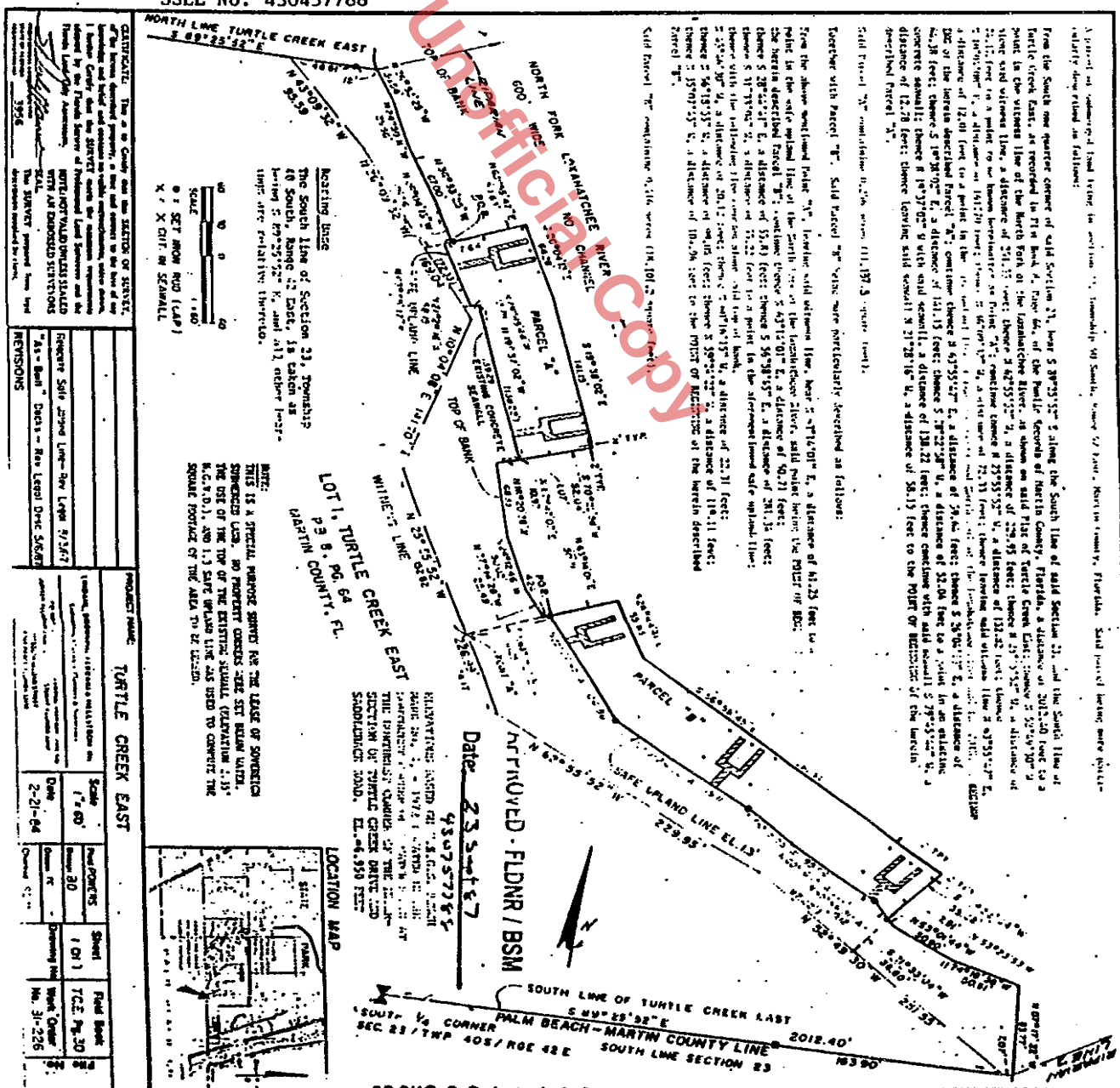
EXHIBIT "C-1"  
BOAT DOCKS SITE PLAN

Unofficial Copy

ORBKO 891 P61808



Attachment A  
Page 6 of 12 Pages  
SSL No. 430457788





**EXHIBIT "D"**  
**ARTICLES OF INCORPORATION**  
**OF**  
**TURTLE CREEK EAST OWNERS ASSOCIATION, INC.**

Unofficial Copy

DRBKO 8 9 1 Pg 1 8 1 0



ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
TURTLE CREEK EAST OWNERS ASSOCIATION, INC.

1. Articles of Incorporation of TURTLE CREEK EAST OWNERS ASSOCIATION, INC. were filed on November 19, 1982

2. Pursuant to a duly called special meeting of the Association held July 17, 1990, the membership of the Association by majority vote, adopted an amendment to the Articles of Incorporation, changing the powers of the corporation.

3. Paragraph "3.1" of Article "3" of the Articles of Incorporation is amended to read as follows in its entirety:

3.1 The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with any provision of the Condominium Act or the terms of these Articles.

4. The foregoing amendment has been adopted by the members of this corporation in accordance with the Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned officers of this corporation have executed these Articles of Amendment as of July 19, 1990.

TURTLE CREEK OWNERS ASSOCIATION, INC.

(CORPORATE SEAL)

By: Gordon R. Ripma, President

ATTEST:

Nancy Paradise  
Nancy Paradise, Assistant Secretary

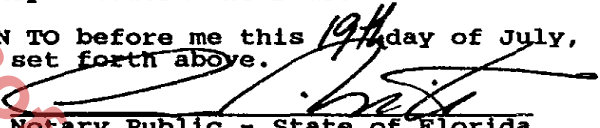
OR BKO 891 P61.8.1.1



STATE OF FLORIDA                    )  
  ) ss  
COUNTY OF PALM BEACH            )

BEFORE ME, a Notary Public authorized to take acknowledgements in the State and County set forth above, personally appeared GORDON R. RIPMA and NANCY PARADISE, as Officers of TURTLE CREEK EAST OWNERS ASSOCIATION, INC., known to me to be the persons who executed the foregoing Articles of Amendment and they acknowledged before me that they executed the same.

SUBSCRIBED AND SWORN TO before me this 19<sup>th</sup> day of July, 1990, in the State and County set forth above.

  
Notary Public - State of Florida

My Commission Expires:



ORBKO 891 PGL 812



**ARTICLES OF INCORPORATION****OF****TURTLE CREEK EAST OWNERS ASSOCIATION, INC.**

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit, under the Statutes of the State of Florida and certify as follows:

**ARTICLE 1  
NAME**

The name of the corporation shall be TURTLE CREEK EAST OWNERS ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association.

**ARTICLE 2  
PURPOSE**

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes, 1979, for the operation of TURTLE CREEK EAST, a condominium, located upon lands lying and being in Martin County, Florida, and more particularly described by Section 3 of that certain Declaration of Condominium for TURTLE CREEK EAST, a condominium.

2.2 The Association will make no distributions of income to its members, directors or officers.

**ARTICLE 3  
POWERS**

The powers of the Association will include and be governed by the following provisions.

3.1 The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.

3.2 The Association will have all of the powers and duties set forth in the Condominium Act and those set forth in these Articles, the By-Laws and the Declarations of Condominium for the Condominiums operated by the Association if not inconsistent with the Condominium Act; and it will have all of the powers and duties reasonably necessary to operate said condominiums pursuant to their separate Declarations of Condominium, as they may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members to defray the costs, expenses and losses of the separate condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.

d. To maintain, repair, replace and operate the condominium properties.

e. To purchase insurance for the condominium properties; and insurance for the protection of the Association and its members as condominium unit owners.

OR BK 891 PGL 813  
554 PAGE 2178

OR BK 891 PGL 813



f. To reconstruct improvements after casualty and to further improve the condominium properties.

g. To make and amend reasonable regulations respecting the use of the condominium properties.

h. To approve or disapprove the transfer, mortgage and ownership of condominium units as may be provided by the separate Declarations of Condominium and the Bylaws of the Association.

i. To endorse by legal means the provisions of the Condominium Act, the separate Declarations of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the condominium properties.

j. To contract with any person or entity for the operation, maintenance and repair of the condominium property. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act.

k. To contract for the management or operation of such portions of the common elements of the condominiums as are susceptible to separate management and operation, and to grant leases of those portions for this purpose.

l. To enter into leases, as Lessee.

m. To employ personnel to perform the services required for the proper management and operation of the condominiums.

3.3 All funds, except such portions thereof as are expended for the common expenses of the condominium, and the titles of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the separate Declarations of Condominium, and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4 The powers of the Association will be subject to and will be exercised and in accordance with the provisions of the separate Declarations of Condominium and the Bylaws of the Association.

#### ARTICLE 4

##### MEMBERS

4.1 The members of the Association will consist of all of the record owners of the condominium units in the condominiums, said condominium units being apartments of various types; the record owners of all other properties in the TURTLE CREEK EAST Subdivision; and after termination of any condominium will consist of those who were members of the terminated condominium at the time of such termination, their successors and assigns, and of the record owners of condominium units in the remaining condominiums.

4.2 After receiving approval of the Association, change of membership will be established by recording in the public records of Martin County, Florida, a deed or other instrument establishing a record title to a condominium unit or other property and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his condominium unit or property.

554 PAGE 2179

ORAK 091 PG 1814



4.4 The owner of each condominium unit and parcel of property shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

#### ARTICLE 5

##### DIRECTORS

5.1 The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws of the Association, but not less than three directors; and in the absence of such determination shall consist of three directors. Directors need not be members of the Association.

5.2 All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3 Directors of the Association will be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the Bylaws of the Association.

5.4 The first election of the Directors shall be held at the time stipulated in and in full accordance with Section 718.301, Florida Statutes (1979). The Directors named in these Articles will serve until the first election of Directors and any vacancies in their number occurring before the first election will be filled by the remaining Directors.

5.5 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified or until removed, are as follows:

WILLIAM HART - 28 Country Club Circle, Tequesta, Florida 33458

JANET HART - 28 Country Club Circle, Tequesta, Florida 33458

WILLIAM E. BURCKART - 28 County Club Circle, Tequesta, FL 33458

#### ARTICLE 6

##### OFFICERS

The affairs of the Association will be administered by the officers designated in the Bylaws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who will serve until their successors are designated are as follows:

President:	WILLIAM HART 28 Country Club Circle, Tequesta, FL
Vice President:	JANET HART 28 Country Club Circle, Tequesta, FL
Secretary-Treasurer:	WILLIAM E. BURCKART 28 Country Club Circle, Tequesta, FL

OR BOOK 554 PAGE 2180



**ARTICLE 7****INDEMNIFICATION**

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE 8****BYLAWS**

The first Bylaws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by said Bylaws.

**ARTICLE 9****AMENDMENTS**

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

9.1 Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors 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, providing such approval is delivered to the secretary at or prior to the meeting.

a. Such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b. By not less than 80% of the votes of the entire membership of the Association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominiums. No amendment shall be made that is in conflict with the Condominium Act or the Declarations of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of Martin County, Florida.

**ARTICLE 10**OR  
BOOK 554 PAGE 2181**TERM**

The term of the Association shall be perpetual.



## ARTICLE 11

## SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

WILLIAM HART	28 Country Club Circle Tequesta, Florida 33458
JANET HART	28 Country Club Circle Tequesta, Florida 33458
WILLIAM E. BURCKART	28 Country Club Circle Tequesta, Florida 33458

## ARTICLE 12

## REGISTERED AGENT

The Association's initial registered office and initial registered agent at that address shall be:

WILLIAM HART	28 Country Club Circle Tequesta, Florida 33458
--------------	---

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 12TH day of OCTOBER, 1982.

WILLIAM HART  
*W. H. Hart*

JANET HART  
*Janet Hart*

WILLIAM E. BURCKART  
*William E. Burckart*

STATE OF FLORIDA

OR BOOK 554 PAGE 2182

COUNTY OF MARTIN

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, WILLIAM HART, JANET HART and WILLIAM E. BURCKART, and they acknowledged to and before me that they executed the foregoing Article of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal, at Stuart, Martin County, Florida, this 12th day of October, 1982.

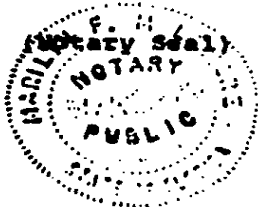
Notary Public  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida

My Commission Expires April 13, 1985

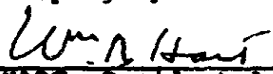
Issued This Day For: \$10.00 per year





**ACKNOWLEDGMENT**

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

  
WILLIAM HART, Resident Agent

Unofficial Copy

554 PAGE 2183

-6-

ORBKO 891 P61 8.1.8



**EXHIBIT "E"**  
**BYLAWS**  
**OF**  
**TURTLE CREEK EAST OWNERS ASSOCIATION, INC.**

Unofficial Copy

ORBKO 891 P61.8.1.9



**FIRST AMENDMENT TO BYLAWS  
OF  
TURTLE CREEK EAST OWNERS ASSOCIATION, INC.**

THE UNDERSIGNED, President and Secretary, of TURTLE CREEK EAST OWNERS ASSOCIATION, INC. (the "Association") hereby certify that at a special meeting of members on July 17, 1990 the following amendments to the Bylaws were duly adopted:

1. Paragraph "2.2" is amended to read as follows in its entirety:

"2.2 Special Members' Meetings will be held whenever called by the President or by a majority of the Board of Directors; and must be called by such officers upon receipt of a written request from members entitled to one-third of the votes of the entire membership. If a budget adopted by the Board of Directors requires assessments against the unit owners in any fiscal or calendar year which exceed 115 percent of the assessments for the preceding year, the Board, upon written application of 10 percent of the voting interests to the Board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days' written notice to each unit owner. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the Notice of the meeting shall state the purpose of the meeting."

2. Paragraph "2.3" is amended to read as follows in its entirety:

"2.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called will be given by the President or Secretary unless waived in writing. Such notice will be in writing to each member at his address as it appears on the books of the Association and will be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. The postoffice certificate of mail-



ing shall be retained as proof of such mailing. Adequate notice of all meetings shall also be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency. Notice of a meeting may be waived before or after the meetings."

3. Paragraph "3.5" is amended to read as follows in its entirety:

"3.5 Regular meetings of the Board of Directors may be held at such time and place as will be determined, from time to time, by a majority of the directors. Notice of regular meetings will be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency."

4. Paragraph "3.9" is amended to read as follows in its entirety:

"3.9 Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted. The rescheduled meeting shall be properly noticed in accordance with Section 718.112(2)(c), Florida Statutes (1989) and Rule 7D-23.001, Florida Administrative Code."

5. Paragraph "6.4" is amended to read as follows in its entirety:

"6.4 Assessments for Charges. Charges by the Association against members for other than common expense shall be payable in advance. Charges for other than common expense may be made only after approval of a member, and may include but shall not be limited to charges for the use of condominium property when authorized by the Declaration of Condominium, maintenance services furnished at the expense of member and other services furnished for the benefit of a member."

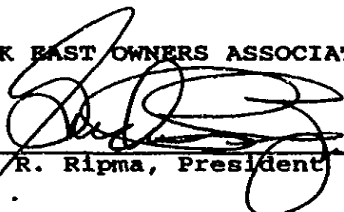


IN WITNESS WHEREOF the undersigned officers of the Association have signed this First Amendment to the Bylaws as of the 19th day of July, 1990.

TURTLE CREEK EAST OWNERS ASSOCIATION, INC.

(CORPORATE SEAL)

By:

  
Gordon R. Ripma, President

ATTEST:

  
Nancy Paradise, Assistant Secretary



**BYLAWS OF  
TURTLE CREEK EAST OWNERS ASSOCIATION, INC.**

**1. IDENTITY.**

These are the Bylaws of TURTLE CREEK EAST OWNERS ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on NOVEMBER 19, 1982. The Association has been organized for the purpose of operating TURTLE CREEK EAST, a condominium, and other condominiums and properties, which shall be located upon the lands described in such Articles of Incorporation.

1.1 The office of the Association will be at 10410 S.E. TERRAPIN PLACE, Turtle Creek Village, Tequesta, Florida 33469.

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

1.3 The seal of the corporation will bear the name of the corporation, the word "Florida", and the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:



**2. MEMBERS' MEETINGS.**

2.1 The annual members' meeting will be held at 1:30 P.M., Eastern Standard Time, on the second Wednesday in January of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting will be held at the same hour on the next day that is not a holiday.

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

2.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called will be given by the President or Secretary unless waived in writing. Such notice will be in writing to each member at his address as it appears on the books of the Association and will be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. The postoffice certificate of mailing shall be retained as proof of such mailing. Notice of a meeting may be waived before or after the meetings.

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2.4 A quorum at members' meetings will consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present will constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

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## 2.5 VOTING

(a) The owner of each apartment or other property will be entitled to one vote; and if one owner owns more than one apartment or property, he will be entitled to one vote for each apartment owned.

(b) If an apartment is owned by one person, his right to vote will be established by the record title to his apartment. If an apartment or property is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment or property will be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment or property is owned by a corporation, the person entitled to cast the vote for the apartment or property will be designated by a certificate signed by the President and attested by the Secretary of the corporation and filed with the Secretary of the Association. Such certificates will be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment or property may be revoked by any owner of an apartment or property. If such a certificate is not on file, the vote of such owners will not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and will be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings and as far as practical at other members' meetings, will be:

- (a) Election of chairman of the meeting
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of Officers
- (f) Reports of committees
- (g) Election of Directors
- (h) Unfinished business
- (i) New business
- (j) Adjournment

2.9 Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and has closed the sales of all of the apartments established by it upon said land (as anticipated) or until complete turnover of the Association, pursuant to Section 718.301 Florida Statutes (1979) has occurred, the proceedings of all meetings of members of the Association will have no effect unless approved by the Board of Directors.

## 3. DIRECTORS

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3.1 Membership. The affairs of the Association will be managed by a board of not less than three (3) nor more than fifteen (15) directors, the exact number to be determined at the time of election.

3.2 Election of Directors will be conducted in the following manner:

(a) Election of Directors will be held at the annual members' meetings.

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(b) A nominating committee of five (5) members will be appointed by the Board of Directors not less than fifteen (15) days prior to the annual members' meeting. The committee will nominate one person for each director then serving. Nominations for additional directorships created at the meeting will be made from the floor, and other nominations may be made from the floor.

(c) The election will be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There will be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members will be filled by the remaining directors.

(e) Any Director may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. The vacancy so created shall be filled by a majority vote of all unit owners.

(f) Provided, however, that until the Developer has completed all of the contemplated improvements and has closed the sale of all of the apartments established by it upon said land (as anticipated), or until complete turnover of the Association pursuant to Section 718.301 Florida Statutes (1979) has occurred, the first directors of the Association will serve; and in the event of vacancies the remaining directors will fill such vacancies and if there are no remaining directors, the vacancies will be filled by the Developer.

3.3 The term of each director's service will extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organizational meeting of each newly-elected Board of Directors will be held within ten (10) days of their elections at such place and time as shall be fixed by the directors at the meeting at which they were elected; and no further notice of such organizational meeting will be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and place as will be determined, from time to time, by a majority of the directors. Notice of regular meetings will be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days' notice of the meeting will be given personally or by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting.

3.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver will be deemed equivalent to the giving of notice.

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3.8 A quorum at directors' meeting will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declarations of Condominium for such condominiums, said Article of Incorporation or these Bylaws.



3.9 Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in meeting by approval of minutes. A Director may join by written concurrence in any action taken at a meeting of the Board of Directors, but such concurrence may not be used for the purposes of creating a quorum.

3.11 The presiding officer of directors' meetings will be the Chairman of the Board of Directors if such an officer has been elected; and if none, the President will preside. In the absence of the presiding officer, the directors present will designate one of their number to preside.

3.12 The order of business at directors' meetings will be:

- (a) Calling of roll
- (b) Proof of due notice of meeting
- (c) Reading and disposal of any unapproved Minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

3.13 Directors' fees will not be paid.

#### 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

All of the powers and duties of the Association will be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically herein or elsewhere required. The Board of Directors may contract to pay reasonable fees and salaries for services supplied to the Association.

#### 5. OFFICERS.

5.1 The executive officers of the Association will be a President, who will be a director, a Treasurer and a Secretary, all of whom will be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors from time to time will elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.

5.2 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.

5.3 The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary will keep the minutes of all proceedings of the directors and the members. He will attend to the giving and serving of all notices to the members and directors

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and other notices required by law. He will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of the Secretary of the Association and as may be required by the directors or the President.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

#### 6. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation will be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures will be common expenses:

(a) Current expense, which will include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year will be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which will include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which will include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which will include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.2 Budget. The Board of Directors will adopt a budget for each calendar year that will include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

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(a) Current expense, the amount for which will be the amount which will be provided in the Condominium Act.

(b) Deferred maintenance, the amount for which will be the amount which will be provided in the Condominium Act.



(c) Replacements, the amount for which will be the amount which will be provided in the Condominium Act.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$10,000; provided, however, that in the expenditure of this fund no sum in excess of \$2,500 shall be expended for a single item or purpose unless the item or purpose has been approved by the members in the manner required by the Declaration of Condominium.

(e) Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations as provided in the Condominium Act.

(f) It is further provided, that until December 31, 1982, there will be no assessment other than that provided in the Operating Budget. The owners of units that have been sold by the Developer will be assessed for common expenses at the rates stated in the Prospectus for purchase of units, and the Developer will be assessed for the amounts by which the common expenses exceed the amounts assessed against the owners of units sold by the Developer. During this period no provisions will be made for betterments or capital surplus. However, no construction mortgage shall have the liability or responsibility of fulfilling the Developer's obligations under this provision.

(g) Copies of a proposed budget and proposed assessments shall be delivered or mailed to each member not less than thirty (30) days prior to the meeting of the board of directors at which the proposed budget will be considered for adoption, together with a notice of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

**6.3 Assessments.** Assessments against the apartment owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments will be due in advance in equal quarterly installments on January 1, April 1, July 1, and October 1 of the year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation will be subject to the approval of the membership of the association as previously required by these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due upon demand, or as of the date when the next quarterly payment shall be due.

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**6.4 Assessments for Charges.** Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by assessment in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessment for common expenses. Charges for other than common expense may be made only after approval of a member, and may include but shall not be limited to charges for the use of condominium property when authorized by the



Declaration of Condominium, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

**6.5 Assessments for Emergencies.** Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses will be made only after notice of the need for such is given to the apartment owner concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment will become effective, and it will be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

**6.6 Depository.** The depository of the Association will be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association will be deposited. Withdrawal of monies from such accounts will be only by checks signed by such persons as are authorized by the directors.

**6.7 Audit.** An audit of the accounts of the Association will be made annually and a copy of the audit report will be furnished to each member not later than April 1 of the year following the year for which the audit is made.

#### **7. PARLIAMENTARY RULES.**

Roberts' Rules of Order (latest edition) will govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

#### **8. AMENDMENTS.**

Except as elsewhere provided otherwise these Bylaws may be amended in the following manner:

**8.1 Notice** of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

**8.2 A resolution** adopting 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, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by:

(a) Not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) By not less than 80% of the votes of the entire membership of the Association; or

(c) Until the first election of Directors, only by all of the directors; provided the amendment does not increase the number of apartments or alter the boundaries of the common elements.

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**8.3 Proviso.** Provided, however, that no amendment will discriminate against any member, unless the member so affected shall consent; and no amendment will impair the validity or priority of any mortgage covering any apartment.

**9 BONDING.** Fidelity bonds shall be required by the Board of Directors from all Officers or Directors of the Association who control or disburse Association funds. The amount of such bonds



shall be determined by the Directors, but shall be not less than one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

The foregoing were adopted as the Bylaws of TURTLE CREEK EAST OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors held on the \_\_\_\_ day of \_\_\_\_\_, 198\_\_.

W. B. H. H.  
President

ATTEST:

Janet H. H.  
Secretary

(Corporation seal)

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CERTIFICATE OF SURVEYOR

STATE OF FLORIDA

COUNTY OF MARTIN

BEFORE ME, THE UNDERSIGNED AUTHORITY duly authorized to administer oaths and take acknowledgments, personally appeared JOHN G. ALBRITTON, JR., who after first being duly cautioned and sworn, deposes and says:

1. That he is a duly registered Surveyor, Florida Certificate No. 2791, under the laws of the State of Florida.

2. Affiant hereby certifies that the Declaration of Condominium of TURTLE CREEK EAST, a Condominium, to which this certificate is attached and the Exhibits to said Declaration constitute a correct representation of the improvements located upon the real property described therein, and that the construction of the improvements is substantially complete with respect to said condominium, so that the above referenced material, together with the provisions of the above Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each of the units of the condominium can be determined from these materials, with respect only to Phase I thereof.

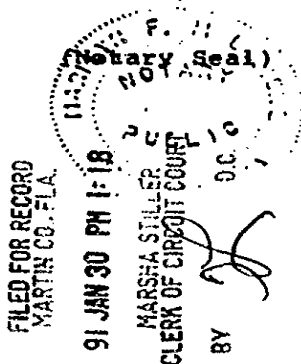
3. Affiant further certifies that all planned improvements, including, but not limited to, landscaping, utility services and access to the above described units, and common element facilities serving the building in which the abovesaid units are located, have been substantially completed, with respect only to Phase I.

FURTHER AFFIANT SAYETH NOT.

*John G. Albritton, Jr.*  
John G. Albritton, Jr.  
Registered Surveyor  
Florida Certificate No. 2791.

STATE OF FLORIDA  
COUNTY OF MARTIN

Sworn to and subscribed before me this 13th day of October, 1982.



*Notary Public*  
NOTARY PUBLIC  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires April 13, 1985  
Signed This 13th Day of November, 1982.

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