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EXHIBIT NO. 1

TO THE

PROSPECTUS OF

PROMENADE AT BOCA POINTE CONDOMINIUM NO. 3

DECLARATION OF CONDOMINIUM

OF

PROMENADE AT BOCA POINTE CONDOMINIUM NO. 3

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Exhibits To The Declaration of Condominium

- Exhibit "A" - Legal Description
- Exhibit "B" - Plot Plan, Survey and Graphic Description
- Exhibit "C" - Article of Incorporation
- Exhibit "D" - Bylaws
- Exhibit "E" - Undivided Shares in Common Elements,
Common Expenses and Common Surplus
- Exhibit "F" - Rules and Regulations

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DECLARATION OF CONDOMINIUM

OF

PROMENADE AT BOCA POINTE CONDOMINIUM NO. 3

1. Submission Statement

PROMENADE III DEVELOPERS, a Florida General Partnership (hereinafter called the "Developer"), owns the fee simple title to that certain real property in Palm Beach County, Florida, legally described in Exhibit "A" annexed hereto. Developer does hereby submit said real property, and the improvements thereon and the appurtenances thereto, to condominium ownership pursuant to Chapter 718 of the Florida Statutes and declares same a condominium known as PROMENADE AT BOCA POINTE CONDOMINIUM NO. 3 (the "Condominium").

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall be binding on each unit owner, his heirs, personal representatives, successors and assigns. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association hereinafter defined. Both the burdens imposed and the benefits provided shall run with the title to each Unit and their appurtenant interests in the common elements as defined herein.

2. Definitions

As used herein and in the Bylaws attached hereto and in all amendments thereto, unless the context requires otherwise:

A. "Act" means and refers to the Condominium Act of the State of Florida in effect on the date of recordation of this Declaration of Condominium.

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

C. "Association" or "Corporation" means PROMENADE AT BOCA POINTE CONDOMINIUM ASSOCIATION NO. 3, INC., a not-for-profit Florida corporation, the entity responsible for the operation of the Condominium.

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

E. "Bylaws" means the Bylaws of the Association.

F. "Condominium Documents" means this Declaration and all Exhibits attached hereto as the same, from time to time, may be amended.

G. "Condominium Property" means and includes the land and personal property submitted to condominium ownership, whether or not contiguous, all improvements thereon, and all easements

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and rights appurtenant thereto intended for use in connection with the Condominium.

H. "Unit" or "Condominium Unit" means a portion of the Condominium Property which is subject to exclusive ownership; said Unit being a unit space designated as "Condominium Unit" on the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B".

I. "Common Elements" means the portion of the Condominium Property not included in the Units. Common Elements shall include the tangible personal property required for the maintenance of the Common Elements even though owned by the Association.

J. "Common Expenses" means (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, repair or replacement of Common Elements; (3) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws; and (4) any valid expenses or debts against the Condominium as a whole.

K. "Common Surplus" means the excess of all receipts of the Association collected on behalf of a condominium, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements over and above the amount of money expended as Common Expenses.

L. "Condominium" means that form of ownership of real property created pursuant to the provisions of the Act which is comprised of Units that may be owned by one or more persons or entities and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements.

M. "Condominium Building" means the structures which comprise that part of the Condominium Property within which the Units are located.

N. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

O. "Declaration" or "Declaration of Condominium" means this instrument, and all Exhibits attached hereto, as same may from time to time be amended.

P. "Developer" means Promenade Developers, a Florida general partnership, and its successors and assigns.

Q. "Institutional Lender" or "Institutional Mortgagee" or "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government or any lender providing funds to the Developer for the purpose of constructing improvements upon the Condominium Property (and such lender's successors and assigns) or any other lender approved by the Association pursuant to the provisions of Article 18, holding a mortgage encumbering a Condominium Unit.

R. "Insurance Trustee" means that Florida Bank having trust powers, designated by the Board to receive proceeds on behalf of the Association, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

S. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units.

T. "Owner" or "Unit Owner" means that person or entity owning a Condominium Unit.

U. "Special Assessment" means any assessment levied against Unit Owners other than assessments required by an annual budget.

3. Condominium Units; Appurtenances; Limited Common Elements; Possession and Enjoyment

A. Units -- A Condominium Unit is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law. Each Unit is identified by an alphanumeric designation as set forth in Exhibit "B" attached hereto. The boundaries of the Unit are as follows:

Lower Boundary - The undecorated, unfinished upper surface of the concrete floor.

Upper Boundary - The undecorated, unfinished lower surface of the ceiling, as extended to the perimetrical boundaries thereof.

Perimetrical Boundaries - The undecorated, unfinished interior surface of the perimeter walls of the Unit extended to their intersection with the upper and lower boundaries. Where a balcony, terrace, loggia, porch, storage room or other portion of the building, except lobbies, has not been declared a Limited Common Element in Paragraph B below, and serves only the Unit being bounded, the perimetrical boundary shall vary with the exterior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

Apertures - Where there is an aperture to any perimetrical boundary including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places at right angles to the dimension of such aperture so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereof. Exterior surfaces or walls made of glass, or glass fired to metal framing, exterior windows or frames, exterior glass sliding doors, frames and castings shall be included within the Units and shall not be deemed a Common Element.

Each Unit shall be deemed to exclude the area beneath the unfinished surface of any weight-bearing structure, the undecorated or unfinished surfaces of any above-described boundary, and all pipes, ducts, wires, conduits and other facilities run-

ning through any interior walls or partitions for the maintenance of utility services to other Units or Common Elements or Limited Common Elements. Mechanical equipment and appurtenances located within or without any Unit and for the exclusive use of that Unit including, but not limited to, the following shall be considered part of the Unit: air conditioning and heating system (air system), filters, coils, heating strips, water heaters, appliances, range hoods, non-bearing partition walls, outlets, electrical receptacles and outlets, fixtures and cabinets.

B. Limited Common Elements -- The Limited Common Elements for each Unit, if any, are depicted on Exhibit "B" and they shall be maintained as provided herein. All Limited Common Elements shall be an appurtenance to the designated Unit.

1. Any fixtures, attached to the building and serving only a Unit adjacent to such fixture is a Limited Common Element appurtenant to such adjacent Unit.

2. The Association shall assign one parking space, and any additional parking space contracted for by the Purchaser, to each Unit as of the date of closing of title to each Unit, pursuant to the Agreement for Purchase and Sale entered into by the Developer and the Unit Owner. Once so assigned, such parking space shall become a Limited Common Element appurtenant to such Unit. On the additional parking space, if any, so assigned by the Association may be assigned to other Unit Owners within the Condominium upon written notification to the Association of said assignment and said spaces shall become a Limited Common Element appurtenant to such Unit. Said notification shall be in the form approved by the Association.

C. Condominium Parcel -- There shall pass with each Unit as an appurtenance thereto:

1. An undivided interest in the Common Elements.
2. An undivided share in the Common Surplus.
3. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
4. Such other easements, rights or privileges which, pursuant to the provisions to this Declaration and of law, are deemed appurtenances to the Condominium Unit.
5. Membership of the Unit Owner in the Association subject to the rights and obligations of membership therein.
6. The benefit, use and enjoyment of the Condominium Property and any improvements thereon, subject to the terms, conditions and limitations of this Declaration.
7. The use of assigned Limited Common Elements, subject to the provisions of this Declaration.
8. A non-exclusive easement for ingress and egress over the parking tracts, walks and other rights of way of the Common Elements necessary to provide access to the public ways.

D. Use -- The Owner of a Unit is entitled to the exclusive possession of his Unit. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of Owners of other Units. There shall be a joint use of the Common Elements (other than Limited Common Elements) and a joint mutual easement for that purpose is hereby created. A Unit may be used only for single family residential purposes. Rules and regulations regarding the uniform maintenance and appearance of all exterior facing parts of the improvements may be promulgated by the Association from time to time.

4. Restraint Upon Separation and Partition of Limited Common Elements and Common Elements

The appurtenant Limited Common Elements and the undivided share in the Common Elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

The share in the Common Elements and Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

The share in the Common Elements and Limited Common Elements appurtenant to each Unit shall remain undivided, and no action for partition shall lie.

5. Common Elements

Common Elements includes within its meaning the following items:

A. All of the real property, other than the Units and Limited Common Elements as the same are defined herein, all of which are more particularly described and set forth in the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B". Common Elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to Units and the Common Elements; all structural walls, beams and members located within the Units and easements of support in every portion of a Unit which contributes to the support of the improvements; and all personal property held and maintained for the joint use and enjoyment of all of the Owners of all such Units.

B. Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.

C. Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Condominium Unit caused by minor inaccuracies in construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

D. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Condominium Units.

6. Condominium Property and Identification of Units

A. Annexed hereto as Exhibit "B" is a sketch of survey of the land being submitted to condominium ownership, together with a plot plan and graphic description of the improvements in which the Units are located.

B. The identification, location and dimensions of each Unit, the Limited Common Elements and the Common Elements appear on the aforescribed Exhibit "B". Each Unit has been given an alphanumeric designation for purposes of identification so that no Unit has the same designation as any other Unit. Each Unit is described in Exhibit "B" annexed hereto in such a manner that there can be determined therefrom the identification, location and approximate dimensions of each Unit and the Limited Common Elements and Common Elements appurtenant thereto. The legend and notes contained in Exhibit "B" are incorporated herein and made a part hereof by reference.

7. Ownership of Common Elements and Share of Common Surplus

The Owner of each Unit shall own a share and certain interest in the Condominium Property which is appurtenant to Unit Owner's Unit which includes, but is not limited to, the following items which are appurtenant to the several Units as indicated:

A. Common Elements -- The undivided shares, stated as percentages, in the Common Elements appurtenant to each of the Condominium Units are set forth on the schedule attached hereto and made a part hereof by reference as Exhibit "E".

B. Common Surplus -- Each Unit Owner shall own any Common Surplus of the Association in the same percentage as the Common Expenses appurtenant to each Unit are shared, as set forth in Exhibit "E". This ownership, however, does not include the right to withdraw or require payment or distribution of said Common Surplus.

8. Amendment to Declaration

A. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

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

2. An amendment may be proposed by either the unanimous vote of the Board of Directors of the Association, or by seventy-five percent (75%) of the members of the Association holding seventy-five percent (75%) of the total vote of the entire membership. 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 within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

a. Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than

two-thirds (2/3) of the vote of the entire membership of the Association; or

b. Not less than ninety percent (90%) of the vote of the entire membership of the Association; or

c. Until the first election of Directors by the Unit Owners as provided for in the Bylaws of the Association, by two-thirds (2/3) of the Directors.

B. No amendment shall change any Condominium Parcel nor a Unit Owner's proportionate share of the Common Elements, its Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record Owner(s) thereof and all record owners of mortgages or other liens thereon shall join in the execution of the amendment.

C. No amendment shall be passed which shall impair or prejudice the rights and priorities of Mortgagees. No amendment shall be passed until the Association notifies the Boca Point Community Association.

D. Notwithstanding the foregoing paragraphs, but subject to the provisions of Florida Statute 718.113(3), the Developer reserves the right to change the interior designs and arrangement of all Units and to alter the boundaries between Units, as long as the Developer owns the Units so altered; however, no such change shall increase the number of Units nor alter the boundaries of the Common Elements, except the party wall between any Units, without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in Units, as provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by the Developer and any Institutional Mortgagee whose mortgage encumbers the said altered Units, and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not their joinder is elsewhere required for amendments. The survey shall be certified in the manner required by the Act.

Notwithstanding anything to the contrary herein, the Developer reserves the right to amend the Declaration and its Exhibits so as to correct any errors or omissions, or any legal description contained herein, which legal description may have been incorrect by reason of a scrivener's or surveyor's error, so long as such amendments do not materially affect the rights of Unit Owners, lienors or Mortgagees. Such amendment need be executed and acknowledged by the Developer only, and need not be approved by the Association, Unit Owners, lienors or Mortgagees of Units, whether or not elsewhere required for amendments.

E. In the event it shall appear that there is an error or omission in this Declaration or the Exhibits thereto, other than an error or omission described in subparagraph D above, then and in that event, the Association may correct such error and/or omission by amendment to this Declaration in the following manner:

1. Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such amendment is to be considered.

2. A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and members not present in person or by proxy at the meeting considering the amendment may express their approval by writing delivered to the Secretary at or prior to the meeting. Such approvals to amend this Declaration must be either by:

a. Not less than thirty-three and one-third percent ($33\frac{1}{3}\%$) of the entire membership of the Board of Directors and by not less than ten percent (10%) of the votes of the entire membership of the Unit Owners; or

b. Not less than twenty-five percent (25%) of the votes of the entire membership of the Unit Owners; or

c. In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.

F. Until the last Unit within the Condominium Property is delivered to purchasers, no amendment to this Declaration shall be made or shall be effective without the written consent of the Developer, if such amendment would adversely affect the sale of any Unit(s) by the Developer.

G. Except as otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, executed by the officers of the Association, certifying that the amendment was duly adopted. The amendment aforesaid shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

9. The Association; Its Powers and Responsibilities

A. The Condominium is governed and administered by PROMENADE AT BOCA POINTE CONDOMINIUM ASSOCIATION NO. 3, INC., a Florida not-for-profit corporation. A copy of the Articles of Incorporation of the Association is annexed hereto and made a part hereof as Exhibit "C". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with its provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as same may be amended from time to time. Article 8 of this Declaration, regarding amendments to this Declaration, shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the Public Records to be effective unless such recording is otherwise required by law. No amendment to the Articles of Incorporation shall, however, change any Condominium Parcel or the share of Common Elements, Common Expenses or Common Surplus attributable to a Unit nor the voting rights appurtenant to a Unit unless the record owner or owners thereof and all record owners of mortgages upon such Unit or Units shall join in the execution of such amendment.

B. The powers and duties of the Association shall include those set forth in the Bylaws annexed hereto and made a part hereof as Exhibit "D". No modification of or amendment to these Bylaws shall be deemed valid unless duly adopted as provided in the Bylaws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with

the provisions of the Condominium Act. In addition thereto, the Association shall have all of the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including:

1. The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Unit Owner does hereby appoint the Association as his or her agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any such entry.

2. The power to levy and collect Assessments from Unit Owners and to lease, maintain, repair and replace the Common Elements.

3. The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at reasonable times during normal business hours.

4. The power to enter into contracts with others, for a valuable consideration, for maintenance and management, including the normal maintenance and repair of the Common Elements. The duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements shall not relieve the Unit Owner of Unit Owner's personal responsibility to maintain and preserve the interior surface of his Unit and the Limited Common Elements appurtenant thereto, and to paint, clean, decorate, maintain and repair his Unit.

5. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property and for the health, comfort, safety and welfare of the Condominium Unit Owners, all of whom shall be subject to such rules and regulations.

6. The power to purchase Units in the Condominium and to acquire, hold, lease, mortgage and convey the same.

7. The duty to collect from all Condominium Unit Owners the annual, special and individual Assessments of the Boca Pointe Community Association and to pay to said Association all sums collected on a quarterly basis.

C. The Bylaws may be amended in the manner provided for therein, but no amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any institutional mortgage covering any Condominium Parcel(s), or which would change the provisions of the Bylaws with respect to the rights of Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record.

D. Each Unit shall be entitled to one vote to be cast in accordance with the provisions of the Bylaws and Articles of Incorporation of the Association.

E. The Association or its designees shall maintain such records as required by Section 718.111, Florida Statutes.

F. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability, so that such Unit Owners shall have the right to intervene and defend.

G. No Unit Owner, except an officer or director of the Association shall have any authority to act for the Association.

10. Maintenance, Alterations and Improvements

The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

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

1. All Common Elements.
2. All portions of the Units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load-bearing columns.
3. All conduits, ducts, plumbing, air conditioning, wiring and other facilities for the furnishing of utility services which are contained in the portions of a Unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained.
4. All property owned by the Association.
5. All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

B. By the Condominium Unit Owner -- The responsibilities of the Condominium Unit Owner shall be as follows:

1. To maintain, repair and replace at Unit Owner's expense all portions of the Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be all his Limited Common Elements, windows, screens and doors opening into or onto Owner's Unit, sliding glass doors and plate glass. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.
2. To maintain, repair and replace at Unit Owner's expense, Unit Owner's individual air conditioning and heating system inside and outside Unit Owner's individual Condominium Unit.
3. Within the Unit to maintain, repair and replace at Unit Owner's expense all fans, stoves, refrigerators, dishwashers, or other appliances or equipment, including any

fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to Unit Owner's Condominium Unit. The floor and interior walls of any balcony, terrace or patio of a Condominium Unit shall be maintained by the Condominium Unit Owner thereof at Unit Owner's expense.

4. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building, including balconies, patios or terraces, or any stucco portion of the Unit.

5. To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

6. No Condominium Unit Owner, other than the Developer, shall make any alterations in the portions of the building which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval from the Board of Directors of the Association and the Architectural Control Committee of the Boca Pointe Community Association.

C. Alteration and Improvement of Common Elements -- There shall be no material alterations or substantial additions to the Common Elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of voting members of the Association casting not less than sixty-six and two-thirds percent (66-2/3%) of the total votes of the members of the Association present at any regular or special meeting of the Association called for that purpose. The cost of the foregoing shall be assessed as Common Expenses of the Condominium. Where any alterations or additions as aforescribed are exclusively or substantially exclusively for the benefit of Unit Owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owners exclusively or substantially exclusively benefiting, and the Assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall be made only when authorized by the Board of Directors of the Association and ratified by not less than seventy-five percent (75%) of the total votes of the Unit Owners exclusively or substantially exclusively benefiting therefrom; and where said Unit Owners are ten or less, the approval of all but one Unit Owner shall be required.

D. Alteration of Unit -- Except as provided in Article 29 hereinafter, no Owner of a Condominium Unit shall make or cause to be made any structural modifications or alterations or replacements in Unit Owner's Unit, or the exterior doors of Unit Owner's Unit, or in the water, gas, electrical, plumbing, air conditioning equipment or utilities therein, without the consent of the Board of Directors of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration, modification or replacement would in any manner endanger the building. If the modification, alteration or replacement desired by a Unit Owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. A Unit Owner

making or causing to be made any structural modification, alteration or replacement to Unit Owner's Unit agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom, notwithstanding the fact that the Association may have consented to the changes. No Unit Owner shall cause any improvements or changes to be made to the exterior of the building, including, but not limited to, painting, installation of electrical wires, television antennae, or air conditioning units which may protrude through the walls or roof of the building, or in any manner change the appearance of the exterior of the building or any portion of the building not totally within the Unit, without consent of the Association. No Unit Owner or any other person shall install upon the roof or exterior of the building upon the Condominium Property or upon the Common Elements of the Condominium, any television antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing, without the consent of the Association.

E. Liability of Unit Owner -- Should a Unit Owner undertake unauthorized additions and modifications to his Unit, or refuse to make repairs as required, or should a Unit Owner cause damage to the Common Elements, the Association may make such repairs or replacements and the Association shall have the right to repair the same and to levy a special Assessment for the cost thereof against the said Unit Owner. Each Unit Owner agrees that the Association shall not be liable for any alleged property damage caused to or occurring on account of any such repairs.

F. Insurance Proceeds -- Whenever any maintenance, replacement or repair of any items for which the Owner of a Unit is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by the Association, or by the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

11. Enforcement of Maintenance

In the event the Owner of a Unit fails to maintain the Unit and the appurtenances thereto as required above, the Association, any management firm, the Developer, or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to assess the Unit Owner and the Unit for the necessary sums to put the improvements within the Unit in good condition. After such Assessment, the Association shall have the right to have its employees or agents enter the Unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a Unit Owner violates any of the provisions of Article 10 above, the Developer and/or the Association shall upon reasonable notice, have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject Unit with or without consent of the Unit Owner. Each Unit Owner agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any such entry.

12. Common Expenses

A. Common Expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as Common Expenses by the Condominium Act, this Declaration and the Bylaws.

B. All costs of water, gas, trash and garbage collection and sewage service to the Condominium Property shall be a Common Expense of the Condominium.

C. Common Expenses shall be shared by the Unit Owners in accordance with their respective interests in the Common Elements and ownership of Common Surplus, as set forth in Exhibit "E". The foregoing ratio of sharing Common Expenses and Assessments shall remain, regardless of the purchase price of the Condominium Units and regardless of the square footage of the Condominium Units.

13. Assessments; Liability, Liens, Priority Interest and Collections

A. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the Common Expenses of the Condominium. A Unit Owner, regardless of how title is acquired, except as provided in Article 14 below, shall be liable for all Assessments coming due while the Owner of a Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for the latter's share of the Common Expenses up to the time of such voluntary conveyance.

B. The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and may assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Unit Owners in the proportions or shares set forth in Article 12 hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

C. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the Common Expenses, the Board of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Association. In the event of emergencies, the Board of Directors shall have the authority to levy and collect Special Assessments to meet such needs of the Association.

1. The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a reserve fund for replacement of Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Elements, as well as the replacement of personal property which may be a portion of the Common Elements.

2. The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a general operating reserve which

shall be used to provide a measure of financial security during periods of difficulty. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of Assessments by Unit Owners or as a result of emergencies.

D. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration or the Condominium Act. All monies received from Assessments may be commingled with other monies held by the Association. All Assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the Owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association.

E. Liability for Assessments may not be avoided by abandonment of a Unit, or by waiver of the use of any Common Elements or other property which an Owner is entitled to use or enjoy.

F. Assessments not paid within ten (10) days of when due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the failure to pay any Assessment within ten (10) days from the date due shall entitle the Association to levy a \$25.00 late charge against the defaulting Unit Owner. Payments made shall be applied to interest first and then to principal. The Association shall furnish to the Mortgagee of any Unit upon its request, written notification of any default in Assessment payments of the Owner whose Unit is encumbered by that mortgage.

G. The Association shall have a lien upon each Condominium Parcel, together with a lien on all tangible personal property located within said Unit (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of all monies due from each Unit Owner for which he is liable to the Association, including all Assessments, interest and expenses provided for in this Declaration and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien granted to the Association shall further secure such advances for taxes and payments on account of Institutional Mortgages, liens or encumbrances that may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall be entitled to interest at the rate of eighteen percent (18%) per annum on any such advances made for such purposes. The lien shall be effective, have priority and be collected as provided by the Act unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event the lien right in favor of the Association having the highest priority and dignity shall be the lien of the Association.

H. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a fore-

closure of a mortgage on real property, as more fully set forth in the Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. In any suit for the foreclosure of said lien, the Association shall be entitled to rental from the Owner of any Condominium Unit from the date on which the payment of any Assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said Condominium Unit. The rental required to be paid shall be equal to the rental charged on comparable type of Condominium Units in Palm Beach County, Florida.

I. Where the Mortgagee of any mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of the mortgage, or as a result of a deed given in lieu of foreclosure, such acquiror of title, acquiror's successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Unit or chargeable to the former Unit Owner of such Unit which became due prior to acquisition of title as a result of foreclosure (or acceptance of a deed in lieu thereof), unless such share is secured by a claim of lien for Assessments that is recorded prior to the recording of the mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquiror, acquiror's successors and assigns. It is understood that such acquiror shall be liable for acquiror's share of Common Expenses or Assessments attributable to acquiror's Condominium Unit from the date of acquiring said Condominium Unit. Except as provided in this Declaration, no Unit Owner may be excused from the payment of Unit Owner's proportionate share of the Common Expenses of the Condominium unless all Unit Owners are likewise proportionately excused from such payment.

J. Any person who acquires an interest in a Unit, except through foreclosure (or deed in lieu thereof) of a mortgage of record, as specifically provided in the subparagraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall 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 Owner have been paid, including all court costs and attorneys' fees incurred by the Association.

K. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments to the Developer or to any Unit Owner or group of Unit Owners, or to any third party.

L. Nothing contained herein shall abridge or limit the rights and responsibilities of Mortgagees as set forth in the Condominium Act.

14. Exemption of Developer

The Developer shall be excused from the payment of Common Expenses as provided in the Act, for the period commencing from the date of recordation of the Declaration of Condominium and terminating on the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Condominium Unit shall occur. During this period

the Developer shall pay the portion of Common Expenses incurred which exceeds the amounts assessed against the other Unit Owners in the Condominium.

15. Limitation of Liability

A. The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which Unit Owner is assessed from time to time in accordance with the Condominium Act, this Declaration or the Bylaws (including any interest, penalties, costs or fees provided for therein in the event of delinquency).

B. The Owner of a Unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the Common Elements. A Unit Owner shall be liable for injuries or damages resulting from an accident in Unit Owner's Unit to the same extent and degree that the Owner of a single-family detached dwelling would be liable for an accident occurring within Unit Owner's single-family detached dwelling.

C. In any legal action in which the Association may be exposed to liability in excess of the insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have the right to intervene and defend.

16. Liens

A. With the exception of liens which may result from the initial construction of this Condominium or are provided for in this Article 16, no liens of any nature may be created subsequent to the recording of this Declaration against the Condominium Property as a whole (as distinguished from individual Units) except with the unanimous consent of the Unit Owners.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to Unit Owner's Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all Condominium Units in the proportions for which the Owners thereof are liable for Common Expenses.

C. In the event a lien against two or more Condominium Units becomes effective, each Owner thereof may relieve his Condominium Unit of the lien by paying the proportionate amount attributable to Owner's Condominium Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record against such Condominium Unit.

17. Easements

In addition to any drainage, utility and access/parking easements shown on the plat of the Condominium, each of the following easements is a covenant running with the land of the Condominium, to-wit:

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A. Utility Services; Drainage -- Easements are reserved under, through and over the Condominium Property as may be required for utility services and drainage in order to serve the Condominium. An Owner shall do nothing within or outside Unit Owner's Unit that interferes with or impairs the utility services using these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and entry shall be made on not less than one day's notice, except in the event of an emergency.

B. Pedestrian Traffic -- An easement shall exist for pedestrian traffic over, through and across sidewalks, stairs, paths, walks, halls, lobbies, elevators, center cores, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for pedestrian traffic over, through and across such portions of the Common Elements and Limited Common Elements as may, from time to time, be intended for such purpose; and such easements shall be for the use and benefit of Owners, Institutional Mortgagees, or tenants, and those claiming by, through or under the aforesaid. The Common Elements contained within the Condominium Property shall be used in common by Unit Owners in this Condominium and their family members, guests, invitees and tenants for the purpose for which same are intended, subject to the provisions of the Declaration and the Bylaws.

C. Easement for Unintentional and Non-Negligent Encroachments -- If a Unit shall encroach upon any Common Element, Limited Common Element or upon any other Unit, by reason of original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the non-negligent or non-purposeful act of the Unit Owner or Developer, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

D. Support -- The Developer and Association hereby grant to each other, their heirs, successors, and assigns, and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants, and employees, the right of support for all structures on any portion of the real property of the Condominium.

E. Additional Easements -- The Developer (during any period in which there are any unsold Units in the Condominium) and the Association each shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium Property, and to grant access easements and relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or

desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Unit Owner, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes.

The joinder of the Association, any Unit Owner or Mortgagee shall not be required in the event the Developer declares an additional easement pursuant to the provisions hereof.

F. General Provision -- All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. The Unit Owners do hereby designate Developer and/or Association as their lawful attorneys-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

18. Conveyances, Sales, Rentals, Leases and Transfers

In order to insure a community of congenial residents and occupants and protect the value of the Units and to further the continuous harmonious development of the Condominium community, the sale, leasing, rental and transfer of Units, by any Owner other than the Developer, shall be subject to the following provisions:

A. Conveyances, Sales and Transfers -- Prior to sale, conveyance or transfer of any Condominium Unit to any person or artificial entity, the Unit Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale is to be made and furnish such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days from receipt of said notification, the Board of Directors of the Association shall either approve or disapprove the proposed sale, in writing, and shall notify the Unit Owner of its decision. In the event the Board of Directors shall fail to approve or disapprove the proposed sale within fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapproves the proposed sale and if the Unit Owner still desires to consummate such sale, the Unit Owner shall, thirty (30) days before such sale, give written notice to the Secretary of the Association of Unit Owner's intention to sell on a certain date, together with the price and the other terms thereof, and the Secretary shall promptly notify the members of the Association of the date, price and terms. Any member shall have the first right over the prospective purchaser to purchase the Unit at the price and on the terms contained in the notice, provided the member so notifies the Secretary of the Association in writing of the acceptance at least fifteen (15) days before the date of the intended sale and deposits with the Secretary of the Association 10% of the purchase price as a good faith deposit, which information and notice of deposit the Secretary of the Association shall promptly forward to the Unit Owner. In the event no members of the Assoc-

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iation exercise this first right to purchase as aforescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will purchase the Unit upon the price and upon the terms contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale, notifies the Unit Owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the Unit Owner giving notice receives acceptance from more than one member, it shall be discretionary with the Unit Owner giving notice to consummate the sale with whichever of the accepting members the Unit Owner giving notice chooses.

In the event the Unit Owner giving notice receives no written notice from any member of the Association accepting the price and terms of the proposed sale on or before ten (10) days before the date given in the notice as the date of sale, then that Unit Owner may complete the sale on the day and at the price and terms given in the notice, but on no other day and at no other price or terms, without repeating the procedure outlined above. In the event the Unit Owner makes a sale without first complying with the terms hereof, any other member of the Association shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended and immediately after such reimbursement, said purchaser or transferee shall convey all of purchaser's or transferee's right, title and interest in the Unit to the member or members making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directors has approved in all respects, on a certain date, the sale of a Unit to certain persons, shall be conclusive evidence of such fact.

An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale and that the Board of Directors disapproved or failed to act on such proposed sale, and that thereafter all the provisions hereof which constitute conditions precedent to a sale of a Unit have been complied with, so that the sale of a particular Unit to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons to whom such Unit is sold. Such affidavit shall not be evidence of the fact that the sale to such persons was made at the price, terms and date in the notice given to the Secretary of the Association, but 120 days after the date of the notice to the Board of Directors, as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

B. Rental or Lease -- No Condominium Unit shall be leased or rented without the prior written approval of the Board of Directors, which approval shall not be unreasonably withheld. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. No lease may be made for less than a one month period without the prior written approval of the Association, nor shall any transient accommodations be provided.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any liability or obligation under this Declaration

and all leases shall be subject to the terms of this Declaration and the rules and regulations which may, from time to time be promulgated in the Association. The lessee's failure to comply with the terms hereof shall be deemed a default under said lease. Each lease shall further provide that same may not be altered, modified or amended without the prior written consent of the Board.

Completely apart from and in addition to the Association's right to pass on and approve or disapprove any such attempted lease on any Condominium Unit, is the right of the Association hereby given and granted of first refusal to lease any Condominium Unit offered for lease by any member of the Association. Accordingly, no Owner of a Condominium Unit shall lease same to any part without first giving the Association notice in writing of such lease, as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said Condominium Unit on the same terms and conditions as those contained in any bona fide offer which the Owner of such Condominium Unit may have received for the lease of Owner's Condominium Unit. If the Association is desirous of exercising its option to lease said Condominium Unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the Owner of said Condominium Unit desiring to lease the same of the exercise by the Association of its election to so lease said Condominium Unit, such notice to be in writing and sent by certified mail to said Unit Owner within fifteen (15) days from receipt by the Association of the Unit Owner's notice to said Association as hereinabove required. If the Association has elected to lease such Condominium Unit, then, upon notifying the Owner of such Condominium Unit of its election to lease said Condominium Unit, the Association shall execute a lease agreement and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the Association does not, within fifteen (15) days after notice to it from the Unit Owner, exercise its right of first refusal herein granted, the Unit Owner may lease the Condominium Unit to the proposed lessee, providing that the Association has approved the lessee, as hereinabove stated. If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease any Condominium Unit to be exercised in its name for itself or for a party approved by said Board of Directors.

C. Corporate Purchaser and Lessee -- the purchaser or lessee is a corporation or other artificial entity, the approval may be conditioned upon the approval by the Board of Directors of all occupants of the Condominium Unit.

D. Transfer in Event of Death -- In the case of the death of the Owner of a Condominium Unit, the surviving spouse, if any, and if no surviving spouse, the other member or members or such Owner's family residing with the Owner at the time of Owner's death, may continue to occupy the said Condominium Unit; and if such surviving spouse or other member or members of the decedent Owner's family shall have succeeded to the ownership of the Condominium Unit, the ownership thereof shall be transferred by legal process to such new Owner. In the event said decedent shall have conveyed or bequeathed the ownership of decedent's Condominium Unit to some designated person or persons other than the surviving spouse or members of decedent's family, as aforesaid, or if some other person is designated by such decedent's legal representative to receive the ownership of the Condominium Unit, or if under the laws of descent and

distribution of the State of Florida the Condominium Unit descends to some person or persons other than his surviving spouse or members of decedent's family as aforescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as Owners of the Condominium Unit. If the Board of Directors of the Association shall consent, ownership of a Condominium Unit may be transferred to the person or persons so designated, who shall thereupon become the Owner of the Condominium Unit, subject to the provisions of this Declaration and the Bylaws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity, during the thirty (30) days next after said last abovementioned thirty (30) days, to purchase or to furnish a purchaser, for cash, for the said Condominium Unit, the purchase price to be determined by an appraiser appointed by a senior judge of the Circuit Court in and for Palm Beach County, Florida, upon ten (10) days' notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representative of the deceased Unit Owner out of the amount realized from the sale of said Condominium Unit. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said Condominium Unit within such period, and upon such terms, the person or persons so designated may take title to the Condominium Unit; or such person or persons or the legal representative of the deceased Unit Owner may sell the said Condominium Unit; but such sale shall be subject in all other respects to the provisions of this Declaration and the Bylaws of the Association.

E. Mortgage -- No Unit Owner may mortgage Unit Owner's Unit or any interest therein without the approval of the Association, except to an Institutional Mortgagee or purchase money mortgagee or to the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

The foregoing provisions of this Article shall not apply to a transfer to or purchase by an Institutional Mortgagee (and/or its assignee or nominee) that acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, mortgagor's successor or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an Institutional Mortgagee (and/or its assignee or nominee) that so acquires its title. Neither shall such provisions apply to the Developer or the assignee or nominee of the Developer and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this Article, and without the approval of the Association, and without payment of any screening fee. The provisions of this subparagraph E shall not be amended without the prior written approval of the Developer as long as Developer owns a Unit in the Condominium.

F. General Provisions -- Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

The foregoing provisions of this Article shall not be applicable to transfer or lease by a Unit Owner to any member of Unit Owner's immediate family (i.e., spouse, children or parents); or, if a Unit is owned by a form of co-tenancy, to transfers from one co-tenant to the other co-tenant. The foregoing provisions of this Article shall also not be applicable to transfer of Units from (1) a trustee to its beneficiary, (2) a beneficiary to its trustee and (3) a Unit Owner to a corporation where the Unit Owner is a principal shareholder.

No judicial sale of a Unit or any interest therein shall be valid unless:

1. The sale is to a purchaser approved by the Association, which approval shall be in recordable form; or
2. The sale is a result of a public sale with open bidding.

The Board of Directors of the Association shall have the right to withhold consent and approval of prospective Unit Owners or lessees, to any lease, sale, transfer, conveyance, bequest, devise or otherwise in the event the prospective Unit Owner or lessee, by being such a Unit Owner or lessee, would automatically violate or breach a term, condition, restriction, rule or regulation or covenant under this Declaration or the Exhibits thereto.

The Association and any management firm, their respective agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Article, or for the method or manner of conducting the investigation. The Association and/or any management firm, their agents or employees shall never be required to specify any reason for disapproval.

Any approval by the Board of Directors pursuant to this Article shall be evidenced by a certificate duly executed by a majority of the Board of Directors.

19. Obligations of Unit Owners

In addition to other obligations and duties heretofore set out in this Declaration, each Unit Owner shall:

- A. Promptly pay the Assessments levied by the Association.
- B. Maintain in good condition and repair Unit Owner's Unit and Limited Common Elements and all interior surfaces within or surrounding Unit Owner's Unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the Unit or Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to Unit Owner's Unit.
- C. Not permit or suffer anything to be done or kept in Unit Owner's Unit which will increase the insurance rates on Unit Owner's Unit or the Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall a Unit Owner commit or permit any nuisance, immoral or illegal act in Unit Owner's Unit or on the Common Elements.

D. Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using Owner's property by, through or under Owner do likewise.

E. Make no alteration, decoration, repair, replacement or change of the Common Elements or Limited Common Elements, or to any outside or exterior portion of the building, except as set forth hereinbefore.

F. Show no sign, advertisement or notice of any type on the Common Elements or Owner's Unit, except as may be provided for in the rules and regulations of the Association.

G. Make no repairs to any plumbing or electrical wiring except within a Unit. Plumbing and electrical repairs within a Unit shall be the financial obligation of the Owner of the Unit and paid for forthwith. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the Common Elements.

H. Return the "Condominium Parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate Assessment against Unit Owner's Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Unit Owner in Owner's "Condominium Parcel" and in the "Limited Common Elements" appurtenant thereto and in the "Common Elements" shall be considered as a Unit. The value of each Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as have been assigned to said Unit in this Declaration.

20. Insurance

A. Liability Insurance -- The Board of Directors of the Association shall obtain public liability and property damage insurance covering all property owned by the Association and all of the Common Elements of the Condominium, and insuring the Association, Unit Owners and Institutional Mortgagees, as it and their interests may appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be at least \$1,000,000.00 per occurrence combined single limit bodily injury and property damage. Said insurance coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile and all premises and operations. All liability insurance shall contain a cross-liability endorsement to cover the liability of all the Unit Owners, as a group, to any one Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. Casualty Insurance; Purchase of Insurance -- The Association shall obtain "all risk" insurance, flood insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their Mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association in an

amount equal to the maximum insurable replacement value, as determined annually. Insurable improvements shall not be deemed to include floor coverings, wall coverings or ceiling coverings of a Unit, which shall be the responsibility of the Unit Owner. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. Insurance shall be obtained from companies whose ratings meet the financial and policyholder's standards of the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium.

C. Loss Payable Provisions; Insurance Trustee -- All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and their Mortgagees, as their interests may appear. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to any banking institution having trust powers and doing business in the State of Florida (the "Insurance Trustee"). The Insurance Trustee shall be designated by the Board and shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective Mortgagees (sometimes hereinafter collectively referred to as "beneficial owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

1. Common Elements -- Proceeds on account of damage to Common Elements shall be an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to Unit Owner's Unit.

2. Condominium Units -- Proceeds on account of Condominium Units shall be in the following undivided shares:

a. When the Condominium Building to be repaired and restored, for the Owners of the damaged Units, in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

b. When the Condominium Building is not to be restored, as provided hereafter in this Article, for the Owners of all Condominium Units, each Unit Owner's share being in proportion to Unit Owner's share in the Common Elements appurtenant to Unit Owner's Condominium Unit.

3. Mortgagees -- In the event a Mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no Mortgagee, other than the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering units in the Condominium, shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired. No Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

D. Distribution of Proceeds -- Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

1. Reconstruction or Repair -- If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds (insurance proceeds less the expenses of the Insurance Trustee) shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all 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 any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

2. Failure to Reconstruct or Repair -- If the damage for which the proceeds were paid shall not be repaired and restored, any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all 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 any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated.

3. Certificate -- In making distribution to Unit Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by the President or Vice President and the Secretary of the Association, as to the names of the Unit Owners and their respective shares of distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate. In addition, the Insurance Trustee may rely on such certificate as to whether or not the damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.

E. Loss Within a Single Unit -- If loss shall occur within a single Unit or Units, without damage to the Common Elements, the insurance proceeds shall be distributed to the beneficial Unit Owner(s) of the damaged Units, remittance by the Insurance Trustee to said 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 any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Unit Owner shall thereupon be fully responsible for the restoration of the Unit.

F. Loss Less Than "Very Substantial" -- Where a loss or damage occurs to more than one Unit and/or to the Common Elements, or to any Unit or Units and the Common Elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

1. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

2. If the damage or loss is limited to the Common Elements, with minimum or no damage or loss to any individual Unit, and if such damage or loss to the Common Elements is less than \$5,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

3. If the damage or loss involves individual Units encumbered by institutional mortgages, as well as the Common Elements, or if the damage is limited to the Common Elements alone but is in excess of \$5,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that upon the request of an Institutional Mortgagee, the written approval shall also be required of the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Unit, so long as it owns and holds any mortgage encumbering a Condominium Unit. At such time as the aforesaid Institutional Mortgagee is not the holder of a mortgage on a Unit, then its right to approval and designation shall pass to the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium. Should written approval be required, as aforesaid, it shall be said Mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid Institutional Mortgagee, if said Institutional Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Association or the aforesaid Institutional Mortgagee. In addition to the foregoing, the Institutional Mortgagee whose approval may be required, as aforesaid, shall have the right to require the general contractor performing the reconstruction to obtain a performance and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said Mortgagee.

4. Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

5. If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a Special Assessment against all Unit Owners in proportion to the Unit Owners' share in the Common Elements, for that portion of the deficiency as is attributable to the cost

of restoration of the Common Elements, and against the individual Unit Owners for that portion of the deficiency as is attributable to Unit Owner's individual Unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individually damaged Unit(s), then the Board of Directors shall levy the Assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the Common Elements, just as though all of said damage had occurred in the Common Elements. The special Assessment funds shall be delivered by the Association to the Insurance Trustee and shall be added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

6. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by Special Assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no Mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, that this provision may be waived by the Board of Directors in favor of any Institutional Mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such Mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over, and said Unit Owner and Unit Owner's Unit shall be subject to Special Assessment for such sum.

G. "Very Substantial" Damage -- As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby seventy-five percent (75%) or more of the total unit space in the Condominium is found by the Board to be rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage placed becomes payable. Should such "very substantial" damage occur, then:

1. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof and the net amount of insurance proceeds available for restoration and repair.

2. Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to abandonment of the Condominium project, subject to the following:

a. If the net insurance proceeds available for restoration and repair, together with the funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are sufficient to cover the cost thereof, so that no Special Assessment is required, then the Condominium Property shall be restored and repaired, unless two-thirds (2/3) of the total votes of the members of the Condominium shall vote to abandon the Condominium project, in which case the Condominium Property shall be removed from the provisions of the Act, in accordance with Section 718.117 of the Act.

b. If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are not sufficient to cover the cost thereof, so that

a Special Assessment will be required, then if a majority of the total votes of the members of the Condominium vote against such special Assessment and vote to abandon the Condominium project then it shall be so abandoned and the property removed from the provisions of the Act in accordance with Section 718.117 of the Act. In the event a majority of the total votes of the members of the Condominium vote in favor of Special Assessment, the Association shall immediately levy such Assessments, and thereupon, the Association shall proceed to negotiate and contract for such repairs. The Special Assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Insurance Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided above. To the extent that any insurance proceeds are paid over to such Mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a Special Assessment, the Unit Owner shall be obliged to replenish the funds so paid over to his Mortgagee, and said Unit Owner and his Unit shall be subject to Special Assessment for such sum.

c. In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all Unit Owners.

H. Surplus -- It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium shall require distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

I. Plans and Specifications -- Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional Mortgagees shall also be required. The Insurance Trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations or rebuilding.

J. Association's Power to Compromise Claim -- The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims.

K. Workers' Compensation -- A workers' compensation policy shall be obtained by the Association to meet the requirements of law. Such policy shall have a minimum of \$500,000.00 Employer's Liability Coverage.

L. Unit Owner's Responsibility to Insure -- Each individual Unit Owner shall purchase at Unit Owner's expense,

liability insurance to cover accidents occurring within Unit Owner's Unit, and shall purchase insurance upon Unit Owner's personal property, and living expense insurance, and such insurance, where applicable, shall contain waiver of subrogation, if available.

M. Subrogation -- If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against Unit Owners, the Association and their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for loss or damage for which insurance hereunder is carried, provided the coverage is adequate to compensate for the loss, where the insurer has waived its rights of subrogation as aforesaid.

N. Failure to Insure -- If the Association fails to procure any of the insurance coverages required under this Declaration, and to pay the premiums therefor, the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium shall have the right to obtain and pay for the policies and be subrogated to the Assessment and lien rights of the Association with respect to said payments.

21. Eminent Domain or Condemnation Proceedings

The Association is hereby irrevocably appointed agent for each Unit owned for the purpose of representing the Unit Owners in any condemnation proceedings or in negotiating settlements or agreements with the condemning authority for acquisition of the common areas, or part thereof.

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and disbursed to Unit Owners and their Mortgagees as their interests appear of record. The Association shall give prompt written notice to each holder of a mortgage of record of any such eminent domain or condemnation proceedings, and shall take no action in any such proceedings that will disturb any Mortgagee's first lien priority.

22. Rules and Regulations

A. As to Common Elements -- The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance and control of the Common Elements of the Condominium and any facilities or services made available to the Unit Owners. The Board of Directors shall, from time to time, post in a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

B. As to Condominium Units -- The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance

of the Condominium Unit(s) provided, however, that copies of such rules and regulations are furnished to each Unit Owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium Property.

C. Rules and Regulations -- The rules and regulations shall be deemed in effect until amended by the Board of Directors, and shall apply to and be binding upon all Unit Owners. The Unit Owners shall obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least a fifty-one percent (51%) majority vote or consent of the Board of Directors; however, no vote of the membership is required. A change, amendment or adoption of a rule and regulation does not require an amendment to the Declaration of Condominium or of the Bylaws. The rules and regulations, in full force and effect as of the date of this Declaration are attached hereto as Exhibit "F" and made a part hereof as though set out in full.

23. Maintenance Contracts

If there shall become available to the Association a program of contract maintenance for all appliances and/or all air-conditioning compressors serving individual Condominium Units which the Association determines is for the benefit of the Condominium Unit Owners to consider, then upon resolution of the Unit Owners by a majority of those voting at a special meeting of the Association at which a quorum is present, or by a majority of their whole number in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a common expense. If, on the other hand, the Association determines that the program may be undertaken by the Association for the benefit of Condominium Unit Owners who elect to be included in the program, then the Association may undertake the program without consent of the membership being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the Unit Owners electing to be included in the program, and shall not be a common expense of the Association, but the Association may arrange for the collection of the contract costs from the individual Owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the Unit Owners electing in such written undertakings, as the Association shall deem proper, to evidence the said Unit Owners' obligations to the Association for their proportionate share of the costs of such program.

24. Management Agreement

The Board of Directors of the Association may enter into a contract with any firm, person or corporation in contracting for the management, maintenance and repair of the Condominium Property. However, the Association shall retain at all times the powers and duties to be exercised by or under the authority of the Board of Directors.

25. Termination of Condominium

The Condominium may be terminated in the following manner:

A. Destruction -- If it is determined in the manner provided in Article 20 that the Condominium Property shall not be reconstructed, the Condominium will be terminated.

B. Agreement -- As provided in Section 718.117 of the Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all holders of recorded liens affecting any of the Condominium Parcels.

If the proposed termination is submitted to a meeting of the Association, and if the approval of the owners of not less than seventy-five percent (75%) of the Common Elements and their Mortgagees is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving Unit Owners (through the Association) shall have an option to buy all of the Units of the disapproving Unit Owners for the period of 120 days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against the termination, or not voting, may within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

1. Exercise of Option -- The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Unit Owners. The agreement shall be subject to the purchase of all Units owned by Unit Owners not approving the termination.

2. Price -- The sales price for each Condominium Unit shall be the fair market value as determined between the Seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Condominium Unit, the price shall be determined by an appraiser appointed by the Chairman of the Local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered by any court of competent jurisdiction.

3. Payment -- The purchase price shall be paid in cash.

4. Form -- The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Palm Beach County, Florida.

5. The sale of all Condominium Units shall be closed simultaneously and within thirty (30) days following the determination of the sales price of the last Condominium Unit to be purchased.

C. Certificate -- The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by its President and Secretary, certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records of Palm Beach County, Florida.

D. Shares of Owners After Termination -- After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination, so that the sum total of the ownership shall equal one hundred percent (100%). If the Condominium is terminated, the Owners of the Units shall continue to be responsible for their share of the Common Expenses attributable to the Condominium Property and all other Association expenses, as set forth in this Declaration and the Bylaws.

E. Amendment -- This Article 25 concerning termination cannot be amended without the written consent of all Unit Owners, all record owners of mortgages upon the Condominium Units and the Developer (so long as it holds at least one Unit in the Condominium for sale in the ordinary course of business).

26. Assignability of Rights of Developer

The rights and privileges reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors-in-interest of the Developer and/or the successor or successors-in-interest of the nominees, assignees or designees of the nominees, assignees or designees of the Developer.

27. Execution of Documents Required by Palm Beach County, Florida

The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by Palm Beach County, Florida. To the extent that said documents require the joinder of any or all property owners in this Condominium, each of said owners, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

28. Changes in Developer-Owned Units

Developer shall have the right, without the vote or consent of the Association, subject to Florida Statute 718.113(3) to:

A. Make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary.

B. Change the layout or number of rooms in any Developer-owned Units.

C. Change the size and/or number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise.

D. Reapportion among Developer-owned Units affected by such change in size or number pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Expenses; provided, however, that the percentage interest in the Common Elements of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction.

The provisions of this paragraph may not be added to, amended or deleted without the prior written consent of the Developer so long as the Developer holds at least one Unit in the Condominium for sale in the ordinary course of business.

29. Pets

No pet or animal shall be kept or harbored on the Condominium Property or within the confines of a Condominium Unit. However, the Developer specifically reserves the right in its sole discretion to allow initial purchasers of Units who own pets to keep said pets provided that the aforementioned purchasers do not acquire any other pets after conveyance of the subject Unit. No pet or animal that weighs more than 25 pounds or that would create a nuisance to any other Unit Owner shall be maintained or harbored within a Condominium Unit. A determination by the Board of Directors that a pet or animal maintained or harbored within a Condominium Unit creates a nuisance shall be conclusive and binding upon all parties.

30. Remedies

A. Relief -- Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Act or law. Suit may be brought by the Association, the management firm, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other Unit Owners and that such injury may be irreparable.

B. Costs and Attorneys' Fees -- In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the Association (if it is not a Defendant) or any management firm, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. Further, in the event the proceedings are instituted by or against the Developer or any management firm or any affiliated company of the same or any individual connected with the same (including, but not limited to, the general and limited partners of the Developer or the initial directors of the Association) for any reason whatsoever, including, but not

limited to, (i) actions for declaratory judgment, (ii) any claim that any of the above have not complied with their obligations under the Offering Circular, this Declaration and its Exhibits, or (iii) that any provision of the same is unconscionable, unfair (or the like) or violates any State or Federal Law or regulation, and if the Developer or any management firm and affiliated companies and individuals connected with the same are the prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceedings, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from without Palm Beach County for the purpose of testifying at trial or deposition; expert witnesses' fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; and witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

C. No Waiver -- The failure of the Association, any management firm, the Developer or Unit Owners to enforce any right, provision, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the Bylaws and/or, the rules and regulations shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

D. Rights Cumulative -- All rights, remedies and privileges granted to Association, any management firm, the Developer and Unit Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute a election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

E. Venue; Waiver of Trial by Jury -- Every Unit Owner or occupant and all persons claiming any interest in a Condominium Unit do hereby agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the 15th Judicial Circuit, in and for Palm Beach County, Florida or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Developer and any management firm do hereby waive the right to trial by jury and consent to a trial by the court without a jury.

F. Appointment of Agent -- Should suit be instituted the Unit Owners or occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in Palm Beach County, Florida. The provisions of this subparagraph F shall not be applicable to the Developer or any management firm.

31. Ownership in Boca Pointe and Promenade at Boca Pointe

Promenade at Boca Pointe Condominium No. 3 comprises a portion of the residential community known as Promenade At Boca Pointe and Promenade At Boca Pointe in turn comprises a portion of an overall development known as Boca Pointe.

A. Ownership in Boca Pointe -- By taking title to a Condominium Unit, each Owner becomes subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Boca Pointe filed in Official Records Book 3552, Page 1488 of the Public Records of Palm Beach County, Florida. Among other things that document provides that an Owner shall become a member of the Boca Pointe Community Association, Inc.; shall acquire certain property rights to common areas within Boca Pointe; and shall become subject to the Assessments of the Boca Pointe Community Association, Inc. Copies of all amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any easements or conveyances affecting the Common areas, shall be promptly forwarded to Boca Pointe Community Association, Inc., prior to recordation.

B. Ownership in Promenade at Boca Pointe -- By taking title to a Unit, each Owner becomes subject to the terms and conditions of the Declaration of Covenants and Restrictions for Promenade at Boca Pointe, recorded in Official Records Book 4135, Page 853 of the Public Records of Palm Beach County, Florida. Among other things, that document provides that an Owner shall become a member of the Promenade at Boca Pointe Homeowners' Association, Inc.; shall acquire certain property rights to common areas within Promenade at Boca Pointe; and shall become subject to the Assessments of the Promenade at Boca Pointe Homeowners' Association, Inc. Copies of all amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to the Promenade at Boca Pointe Homeowners' Association, Inc.

32. Additional Provisions

A. Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

B. In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

C. Notwithstanding anything to the contrary herein contained, unless Institutional Mortgagees have given their prior written approval, the Association shall not be entitled to: (1) change the pro rata interest or obligations of any Unit for purposes of levying Assessments and charges and determining shares of Common Elements and Common Surplus of the Condominium; (2) partition or subdivide any Unit or the Common Elements of the Condominium; nor (3) by act or omission seek to abandon the

Condominium regime, except as may be provided by statute in case of substantial loss to the Units and Common Elements of the Condominium.

D. Notwithstanding anything to the contrary herein, nothing shall prevent the combining of Units in the Condominium, by appropriate amendment to the Declaration, but said combined Units shall retain their original appurtenant shares of the Common Elements, Common Expenses, Common Surplus and voting rights.

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

F. Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

G. Upon written request, Institutional Mortgagees shall have the right to examine the books and records of the Association.

H. As long as the Developer holds at least one (1) Unit for sale in the ordinary course of business, neither the Association nor the Unit Owners shall interfere with the sale of Units by the Developer. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such sales including, but not limited to, the maintenance of sales offices for the showing of the Units and display of signs, billboards, placards and visual promotional materials. The Developer may use unsold Units as sales offices and/or model Units and the Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as the Developer may determine. Any sales offices and/or model units and all personal property, furnishings and signs contained therein shall not be considered Common Elements, but shall remain the property of the Developer.

33. Amendments Required by Mortgagees

There shall automatically be incorporated as part of this Declaration and, where applicable, the Bylaws of the Association, any and all provisions which now or hereafter may be required by any agency of the United States Government which holds a first mortgage encumbering a Unit or insures to the holder thereof the payment of the same, and the provisions required by any such governmental agency shall supersede any conflicting matters contained in this Declaration or the Bylaws. Should the governmental agency require an amendment to this Declaration or the Bylaws, then said amendment may be made and filed by the Developer or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit Owner.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name this 27 day of Jan., 1986.

Signed, sealed and delivered in the presence of:

PROMENADE III DEVELOPERS, a Florida General Partnership

By: PROMENADE III ASSOCIATES, LTD., a Florida limited partnership, as its General Partner

By: PROMENADE III DEVELOPMENT CORP., a Florida corporation, as General Partner

[Signature]
Robin Hollinger

By: *[Signature]*
Morris Richter, President

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

The foregoing instrument was acknowledged before me this 27th day of Jan., 1986 by Morris Richter as President of PROMENADE III DEVELOPMENT CORP., a Florida corporation, as general partner of PROMENADE III ASSOCIATES, LTD., the general partner of PROMENADE III DEVELOPERS on behalf of the said general partnership, as the act and deed of the said partnership.

[Signature]
 Notary Public
 State of Florida
 My Commission Expires:



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES SEPTEMBER 25, 1987
 BONDED THRU EASTMAN INSURANCE

01/27/86
101-0099-3

EXHIBIT "A" TO THE
DECLARATION OF CONDOMINIUM OF
PROMENADE AT BOCA POINTE CONDOMINIUM NO. 3

LEGAL DESCRIPTION

84.43 P0442

LEGAL DESCRIPTION

LEGAL DESCRIPTION OF CONDOMINIUM BOUNDARY

Tract C-3 as shown on the Plat of Promenade
at Boca Pointe No. 3, recorded in the Public
Records of Palm Beach County, Florida, in Plat
Book 51, at pages 12 and 13.

84743 P0443

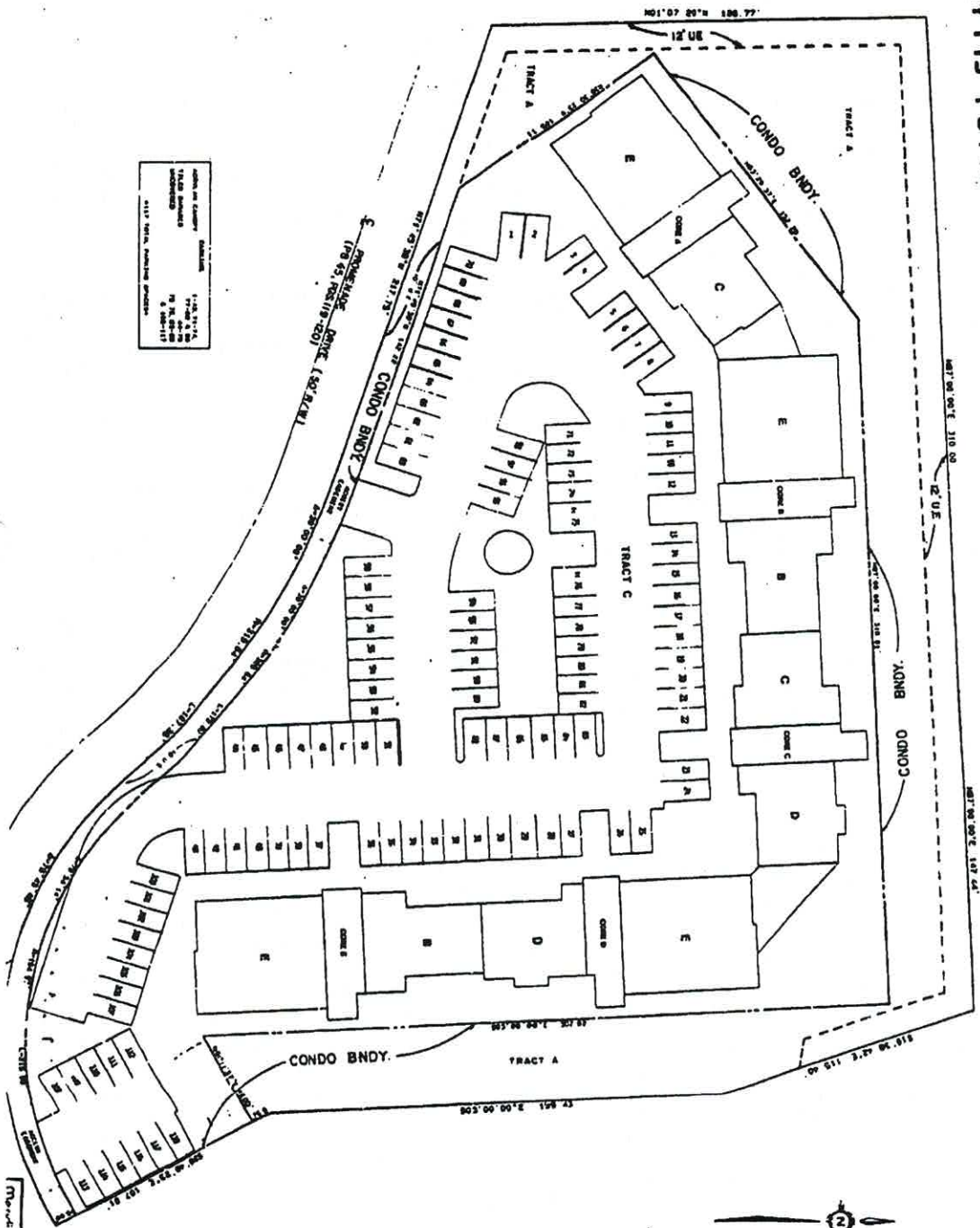
JAD/kmw
08/10/84
101-0099-4

EXHIBIT "B" TO THE
DECLARATION OF CONDOMINIUM OF
PROMENADE AT BOCA POINTE CONDOMINIUM NO. 3

PLOT PLAN, SURVEY AND GRAPHIC DESCRIPTIONS

B4795 P0944

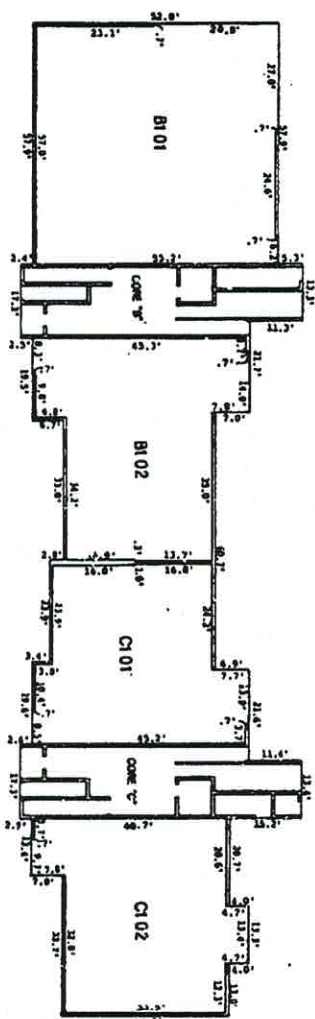
OFFICE OF COUNTY CLERK
 1000 N. W. 10th Ave.
 10th Floor
 Miami, FL 33136
 305-375-1111
 305-375-1112
 305-375-1113



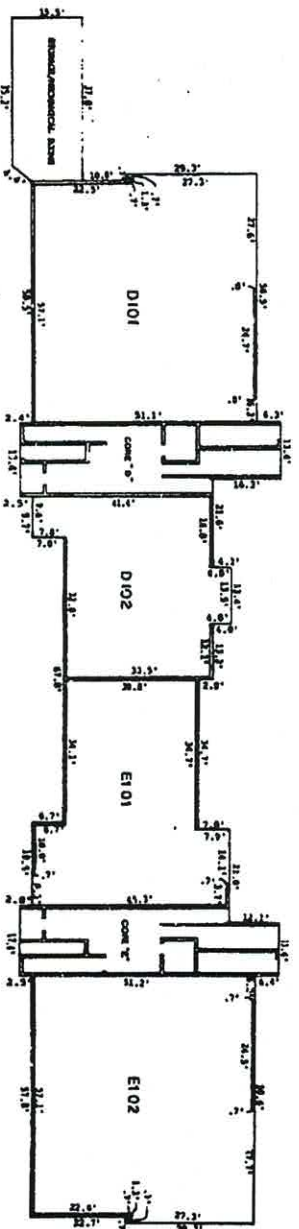
B4793 P044b

PROMENADE AT BOCA POINTE
 CONDOMINIUM NO.3
 SURVEY & PLOT PLAN

PROMENADE AT BOCA POINTE
CONDOMINIUM NO.3
GRAPHIC DESCRIPTION
GROUND FLOOR



CENTER WING



RIGHT WING

[illegible]

NOTE: BUILDINGS OR STRUCTURES OF BUILDINGS ARE THE EXTERNAL BUILDING DIMENSIONS. INTERNAL DIMENSIONS ARE JUST BUILDING DIMENSIONS.

NOTE: SEE SHEET 11 OF 11

THYCA CODE CONSULTATION

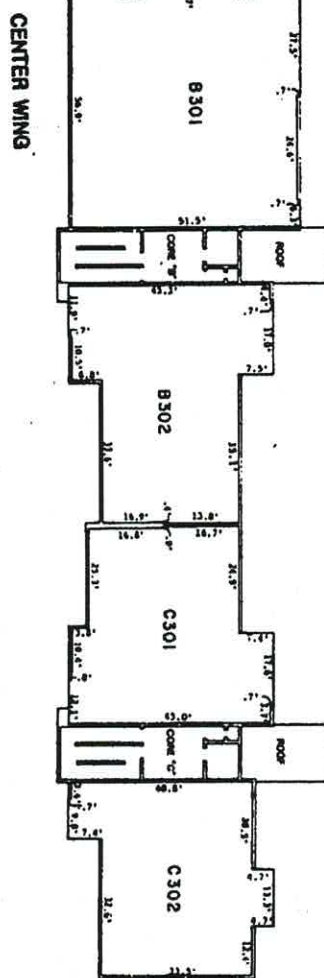
SHEET 2 OF 12

Meridian
Conversion and manual for
P220 SA Computer And
P220 2-C
When P220 Shows P2 000-0000

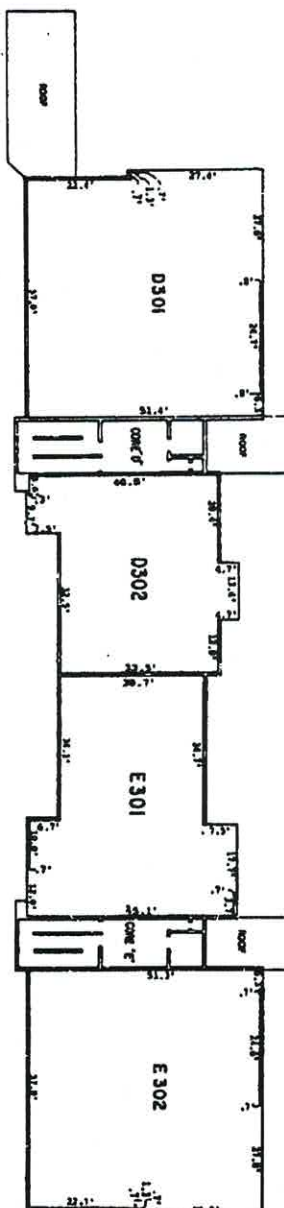
PROMENADE AT BOCA POINTE

CONDOMINIUM NO.3

GRAPHIC DESCRIPTION THIRD FLOOR



CENTER WING



RIGHT WING

UPPER LIMIT OF LIFT BOUNDARY = 44.00 FEET.
 LOWER LIMIT OF LIFT BOUNDARY = 38.00 FEET
 LIFTED COMMON ELEMENTS FROM THIS 22222
 LIFT BOUNDARY FROM THIS:-----
 OTHER WALL FROM THIS:-----

NOTE: OPERATIONS ON EDITIONS OF SKETCHES ARE THE EDITIONS
 INCLUDING PREVIOUS EDITIONS OPERATIONS ARE LAST
 EDITIONS OPERATIONS

NOTE: SEE PAGE 11, 20 12
 TYPICAL CODE COMPARISON

SHEET 3 OF 12

Meridian
Turvelina - 1 mapping inc.

2116 So. Centeno Ave
Suite 2-C
West Palm Beach, FL 33409

PROMENADE AT BOCA POINTE

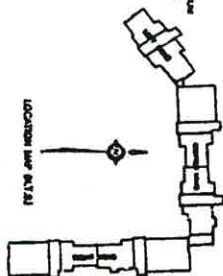
CONDOMINIUM NO.3
GRAPHIC DESCRIPTION
FOURTH FLOOR

EXHIBIT NO. 2
TO THE DECLARATION OF CONSPIRACY
OF MURDER AT BOCA RATON
(CONSPIRACY NO. 1)



CRIMINAL SCALE

LOCATION MAP ONLY



Floor plan of the second floor. The plan shows two main rooms, A401 and A402, separated by a central corridor. Room A401 is located at the top of the plan, and Room A402 is located at the bottom. The central corridor contains a staircase. Dimensions are provided for various walls and openings. Room A401 has a width of 27.7' and a depth of 32.4'. Room A402 has a width of 28.5' and a depth of 21.9'. The central corridor is 11.1' wide. The staircase is 11.1' wide. The plan also shows a small room labeled 'A401' at the bottom right, which is 11.1' wide and 11.1' deep. The plan is oriented with the top of the building at the top of the page.

[illegible]

The floor plan of the second floor shows a symmetrical layout. At the top is a large rectangular room labeled 'D 401' with dimensions 31.8' by 24.7'. To its right is a smaller room labeled 'R002' with dimensions 7.2' by 5.0'. Below room D 401 is a central corridor labeled 'CORR 2'' with dimensions 3.4' by 9.0'. To the left of this corridor is a room labeled 'D 402' with dimensions 28.8' by 11.4'. Below room D 402 is another room labeled 'E 401' with dimensions 24.1' by 11.3'. To the right of room E 401 is a room labeled 'R001' with dimensions 7.2' by 5.0'. Below room E 401 is a large rectangular room labeled 'E 402' with dimensions 31.8' by 22.9'. To its right is a smaller room labeled 'R003' with dimensions 7.2' by 5.0'. The plan also includes several restrooms (R001, R002, R003) and a central corridor (CORR 2'). Dimensions are provided for all rooms and corridors.

UPPER LIMITS OF UNIT BOUNDS = $\frac{32.75}{\text{FEET}}$
LOWER LIMITS OF UNIT BOUNDS = $\frac{61.75}{\text{FEET}}$

NOTE: TRANSACTIONS ON EMISSION OF BUILDING ARE THE EMISSIONS
BUILDING TRANSACTIONS, EMISSIONS TRANSACTIONS ARE UNIT

NOTE: IN DEPT OF
TRUCK COOL CONSTRUCTION

Meridian
Surveying and mapping inc
7250 St. Charles Ave
Suite 2-C
West Palm Beach, FL 33411-6603

B4793 P0451

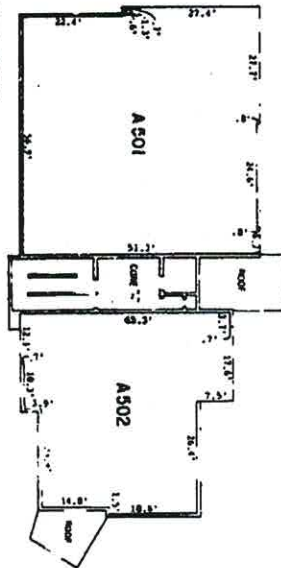
PROMENADE AT BOCA POINTE

CONDOMINIUM NO.3

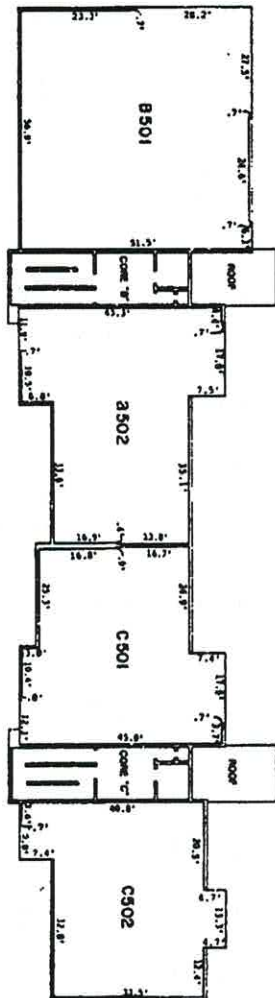
GRAPHIC DESCRIPTION

FIFTH FLOOR

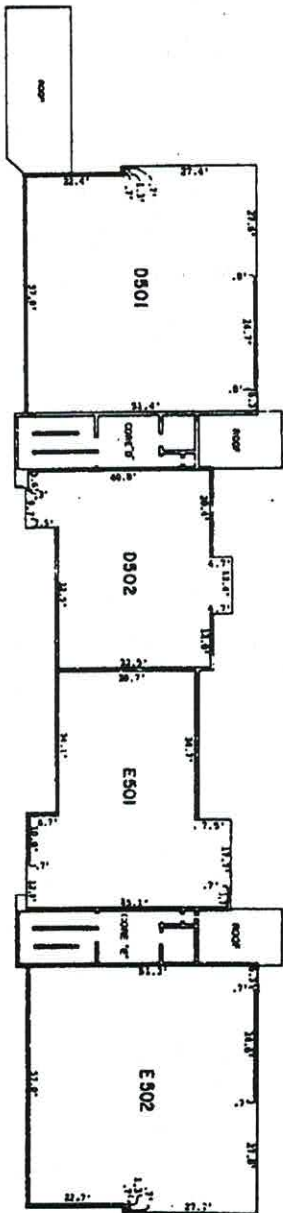
LEFT WING



CENTER WING



RIGHT WING



TO THE SOUTH OF THE CONDOMINIUM NO. 3 OF PROMENADE AT BOCA POINTE CONDOMINIUM NO. 3

GRAPHIC SCALE



UPPER LIMITS OF LEFT BOUNDARY = 61.25' FEET
LOWER LIMITS OF LEFT BOUNDARY = 31.25' FEET
UPPER LIMITS OF RIGHT BOUNDARY = 61.25' FEET
LOWER LIMITS OF RIGHT BOUNDARY = 31.25' FEET
UPPER LIMITS OF CENTER BOUNDARY = 61.25' FEET
LOWER LIMITS OF CENTER BOUNDARY = 31.25' FEET
UPPER LIMITS OF COMMON BOUNDARY = 61.25' FEET
LOWER LIMITS OF COMMON BOUNDARY = 31.25' FEET

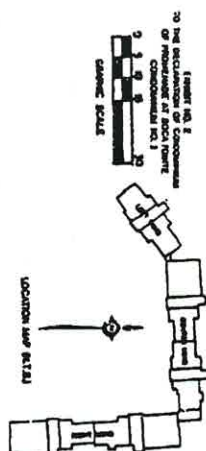
NOTE: DIMENSIONS FOR EXTENSION OF BUILDING ARE THE EXTENSION
BUILDING DIMENSIONS, EXTENSION DIMENSIONS ARE LEFT
COMMON DIMENSIONS
NOTE: SEE SHEET 11 OF 12
TYPICAL CORE CONSTRUCTION

Mention
Surveying and Mapping Inc.

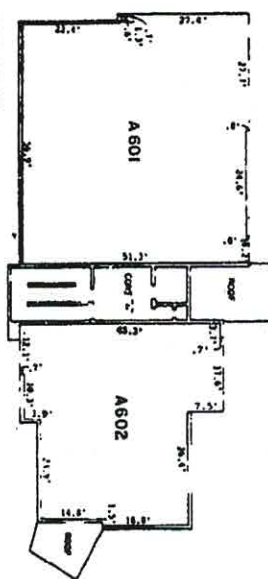
SHEET 1 OF 12

B4793 P0452

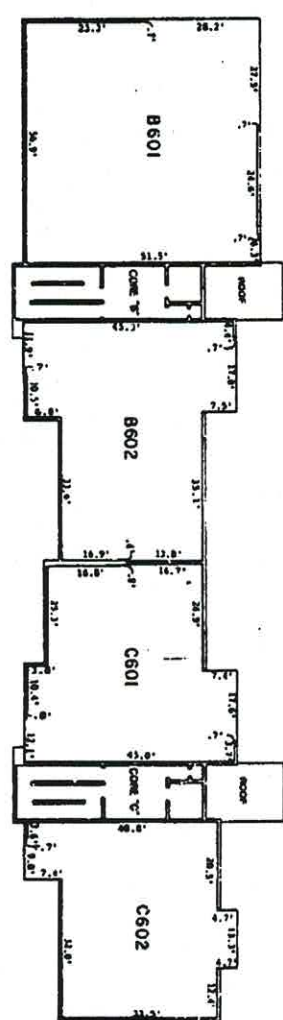
PROMENADE AT BOCA POINTE CONDOMINIUM NO.3 GRAPHIC DESCRIPTION SIXTH FLOOR



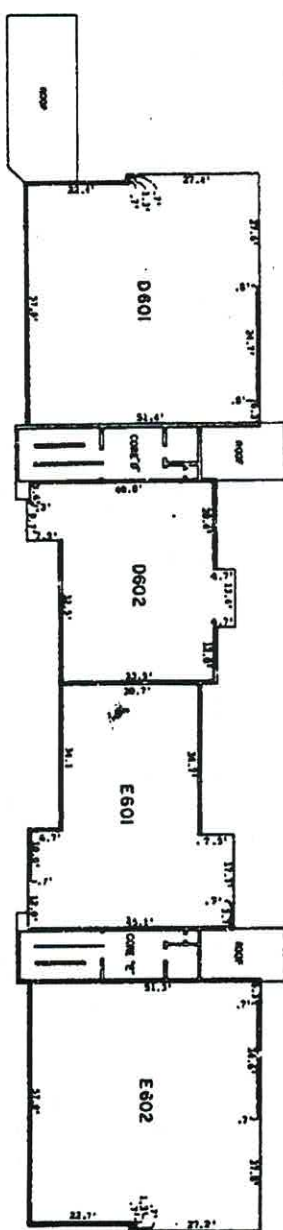
LEFT WING



CENTER WING



RIGHT WING



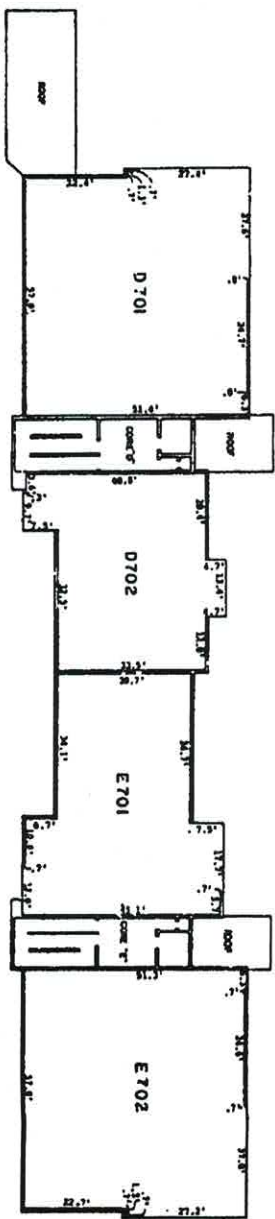
UPPER LIMITS OF UNIT ROOFS - 78.25 FEET.
LOWER LIMITS OF UNIT ROOFS - 77.75 FEET.
UNIT ROOFS ARE SHOWN WITH HATCH PATTERN.

NOTE: DIMENSIONS ON ELEVATIONS OF BUILDING ARE THE APPROXIMATE DIMENSIONS OF THE BUILDING.
NOTE: SEE SHEET 11 OF 12 FOR TYPICAL COR. CONNECTION.

SHEET 8 OF 12
Mention
Surveying and Mapping Inc.
1000 E. 1st Avenue, Suite 100
Tampa, FL 33602
Tel: 813-241-1111
Fax: 813-241-1112

PROMENADE AT BOCA POINTE

CONDOMINIUM NO.3
GRAPHIC DESCRIPTION
SEVENTH FLOOR



NOTE: DELINEATION ON EITHER OF BUILDING AND THE EDITIONS
BUILDING BUILDINGS: EITHER DELINEATIONS ARE JUST
BOUNDARY DELINEATIONS

NOTE: SEE SHEET 11 OF 14
THRU-4 CORN CONSTRUCTION.

SHEET 2 OF 11

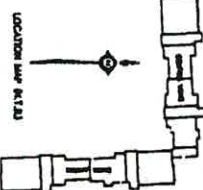
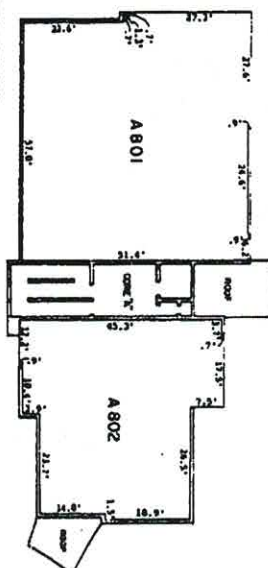
Meridian
Traveling and Mailing Inc

7110 So. Carson Ave
Suite 200
West Palm Beach, FL 33411-3400

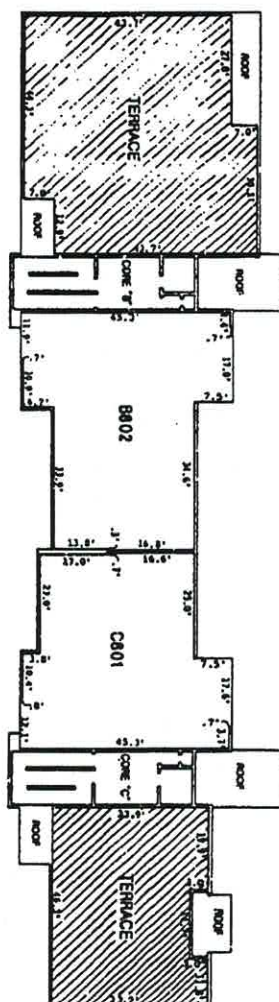
B4793 P0454

PROMENADE AT BOCA POINTE CONDOMINIUM NO.3 GRAPHIC DESCRIPTION EIGHTH FLOOR

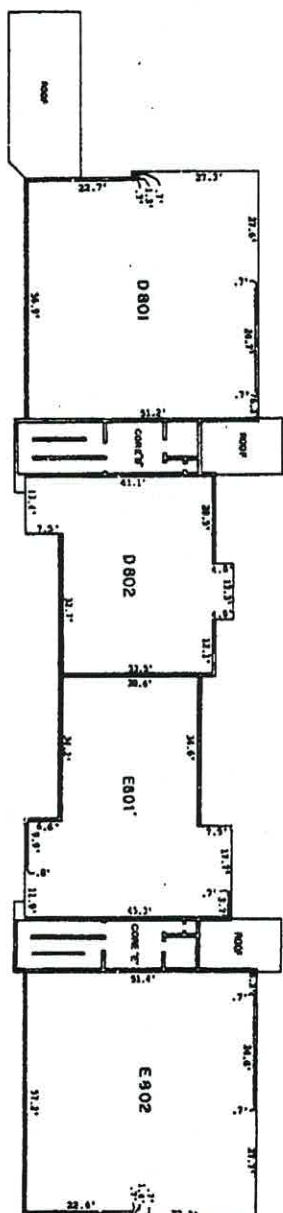
LEFT WING



CENTER WING



RIGHT WING




APPROXIMATE UNIT SIZES - 1,100 SQ. FT.
UNIT SIZES OF UNIT SCHEDULE - 1,100 SQ. FT.
UNIT SCHEDULES ARE APPROXIMATE AND NOT
TO BE USED FOR CONSTRUCTION PURPOSES.

NOTE: DIMENSIONS OF BUILDING ARE THE LATEST
RECORDED DIMENSIONS AND NOT
TO BE USED FOR CONSTRUCTION PURPOSES.

Meridian
Surveying and Mapping Inc.
225 N. 1st Street, Suite 100
Tampa, FL 33602
813.251.1111

PROMENADE AT BOCA POINTE
CONDOMINIUM NO.3



A schematic diagram of a typical core floor plan. The plan is rectangular, with a width of 61.6' and a depth of 13.5'. It features a central 'LOBBY' area. To the right of the lobby is an 'ELEVATOR' shaft and a 'TRASH ROOM'. A 'TRASH CHUTE' is located at the top right corner. On the left side, there are two sets of stairs, each with an 'UP' and 'DOWN' arrow indicating the direction of travel. A dimension line at the top indicates a distance of 13' (TYP.) from the top wall to the start of the lobby area. The text 'TYPICAL CORE' is written vertically on the left side of the diagram.

Meridian
Turner and Modlin Inc
220 E. Campus Ave
Rm 2-C
West Palm Beach, FL 33408


SHEET 11 OF 12

EXHIBIT B
TO THE DECLARATION OF CONDOMINIUM OF
PROMENADE AT BOCA POINT
CONDOMINIUM NO. 3

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING PROMENADE AT BOCA POINT NO. 3, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT 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.

GENERAL NOTATIONS:

1. ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
2. THE PROPOSED DIMENSIONS OF ALL BUILDINGS WERE COMPILED FROM PLANS AND DATA PREPARED BY CHARLES SIEGER ARCHITECTURAL OFFICES.
3. THE PROPOSED FINISHED FLOOR ELEVATION OF THE FIRST FLOOR OF EACH BUILDING WAS PROVIDED BY WATMAN & ASSOCIATES, INC., CONSULTING ENGINEERS.
4. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.


WESLEY B. HAAS
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 3708

11/21/86
DATE

SHEET 12 OF 12

Meridian

2328 So. Congress Ave.
Suite 2-A
West Palm Beach, FL 33406
(305) 967-5600

1310 W. Colonial Dr.
Suite 12
Orlando, FL 32804
(305) 422-4655

Surveying and mapping inc.

B47-3 P0456