

AMENDMENT TO DECLARATION OF CONDOMINIUM

This Amendment to Declaration of Condominium is made by ARVIDA CORPORATION, a Delaware corporation (the "Developer"), for itself, its successors and assigns.

WITNESSETH THAT:

Whereas, Developer executed a certain Declaration of Condominium for Plantation Colony of Boca West, which was dated January 10, 1983 and was recorded in Official Records Book 3861 at Page 1 of the Public Records of Palm Beach County, Florida (the "Declaration"); and

Whereas, Developer subsequently executed various amendments to the Declaration (the "Prior Amendments"), all of which were also recorded in the Public Records of Palm Beach County, Florida; and

Whereas, Developer has discovered that the Declaration, as modified by the Prior Amendments, contains certain defects, errors, and omissions; and

Whereas, Paragraph F of Article XI of the Declaration authorizes Developer without joinder or consent of unit owners or the Condominium Association, to amend the Declaration for the purpose of correcting defects, errors, and omissions provided that the amendment does not materially or adversely affect the rights of owners, lienors, or mortgagees; and

Whereas, Developer desires to eliminate the existing defects, errors, and omissions

NOW, THEREFORE, for and in consideration of the premises and pursuant to Article XI Paragraph F, Developer hereby declares as follows:

1. Attached hereto and made a part hereof as Exhibit 1 are sheets which are intended to, and do in that fact, replace all pages of Exhibit A to the Declaration, as such pages were recorded in Official Records Book 3861 at Pages 0036 to 0044 (inclusive) of the Public Records of Palm Beach County.

The purpose of the amendment set forth in this paragraph 1 is to eliminate wherever it appears on said Exhibit A the following language:

"Subject to all easements, reservations, and rights-of-way of record"

2. Attached hereto and made a part hereof as Exhibit 2 is a single sheet which is intended to, and does in fact, replace and supercede sheet 2 of 6 of Exhibit B as such sheet was attached to that certain Prior Amendment recorded in Official Records Book 3932 at Page 1363 of the Public Records of Palm Beach County, Florida.

The purposes of the amendment set forth in this paragraph 2 are (a) to eliminate from said sheet 2 of 6 of Exhibit B the following language: "Note: the hereon reflected property is subject to the exceptions contained in Gold Coast Title Company, Inc.'s Title Commitment No. F-233012 in addition to the easements reflected hereon"; and (b) to reflect the new location of the drainage easement which was originally described in Official Records Book 2511 Page 1260. The drainage easement has been relocated by virtue of certain partial release and relocation instruments recorded in Official Records Book 4041 Page 604 and Official Records Book 4195 Page 671, Public Records of Palm Beach County, Florida.

THIS INSTRUMENT PREPARED BY
JERI FULLER, ESQUIRE
ARVIDA CORPORATION
P.O. BOX 100
5550 GLADES ROAD
BOCA RATON, FLORIDA 33432

Return to: Gold Coast Title Co.
7th Street
Boca Raton, Florida 33432

3. Attached hereto and made a part hereof as Exhibit 3 is a single sheet which is intended to, and does in fact, replace and supersede sheet 11 of 82 of Exhibit C as such sheet was attached to that certain Prior Amendment recorded in Official Records Book 3932 at Page 1379 of the Public Records of Palm Beach County.

The purpose of the amendment set forth in this paragraph 3 is to eliminate from said sheet the easement which is improperly shown as encroaching upon the condominium units.

4. Attached hereto and made a part hereof as Exhibit 4 is a single sheet which is intended to, and does in fact, replace and supersede sheet 1 of 1 of Exhibit D as such sheet was shown in Official Records Book 3861 at Page 0136 and as attached to that certain Prior Amendment recorded in Official Records Book 3932 at Page 1450, both Public Records of Palm Beach County, Florida.

The purpose of the amendment set forth in this paragraph 4 is to eliminate from said sheet the following two notations:

- (a) "NOTE: The undersigned and Michael G. Purmort & Associates, Inc. make no representation or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters and further this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title reflections. NOTE: lands hereon were not abstracted for right-of-way and/or easements of record."
- (b) "Subject to all easements, reservations, and rights-of-way of record."

5. Except as modified hereby, the Declaration and all Prior Amendments remain in full force and effect and are hereby retified and confirmed.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed this 30th day of OCTOBER, 1984.

WITNESSES

ARVIDA CORPORATION, a Delaware corporation

BY: DW Moore
Vice President

ATTEST: Jeri Poller
Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

The foregoing instrument was acknowledged before me this 30th day of October, 1984, by Andrew W. Moore and Jeri Poller, as Vice President and Assistant Secretary, respectively of Arvida Corporation, a Delaware corporation, on behalf of the corporation.

(SEAL)

My Commission Expires:

Debbie Williams
NOTARY PUBLIC, State of Florida
at Large
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 13, 1986
BOARDED THRU GENERAL INS. UNDERWRITERS

B4402 P0458

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

PLANTATION COLONY A CONDOMINIUM

1. The first group of people who are interested in the study of the history of the United States are the people who are interested in the history of the United States.

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

INC. EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM

[illegible]

NOTES: Funds of Essequibo through Oct. 9, 1984 only

[illegible]

MICHAEL G. FURMONT & ASSOCIATES
LAND SURVEYORS • PLANNERS
4240 N. WILLAMETTE BLVD., WILSONVILLE, OREGON 97156
(503) 681-1616

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. PURMOTT & ASSOCIATES INC.
LAND SURVEYORS • PLANNERS

[illegible]

INC. EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. FURMONT & ASSOCIATES
LAND SURVEYORS • PLANNERS
4240 N. WILLAMETTE BLVD., WILSONVILLE, OREGON 97156
(503) 681-1616

EXHIBIT A

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - (OVERALL-MASTER)

A parcel of land lying in Sections 9 and 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10; thence North 89°23'42" East, along the South line of said Section, a distance of 235.04 feet to the Point of Beginning of this description; thence continue North 89°23'42" East, along said South line, a distance of 267.33 feet; thence North 41°56'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North 42°39'40" East, a distance of 138.13 feet; thence North - 00°22'12" West, a distance of 233.97 feet; thence North 23°47'42" West, a distance of 286.11 feet; thence North 20°02'19" East, a distance of 124.05 feet; thence North 47°44'22" West, a distance of 138.29 feet; thence South 81°13'19" West, a distance of 77.28 feet; thence South 45°23'11" West, a distance of 64.23 feet; thence West, a distance of 296.68 feet; thence South 76°03'20" West, a distance of 115.25 feet; thence West, a distance of 414.17 feet; thence South 05°50'04" West, a distance of 393.95 feet; thence South - 04°41'23" East, a distance of 480.37 feet; thence South 84°27'55" East, a distance of 579.71 feet to a point on the South line of said Section 10 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 22.590 acres, more or less.

DATE: December 2, 1981

PREPARED BY: MICHAEL G. PURNORT & ASSOCIATES, INC.
1300 East Hillsboro Blvd. Suite #202
Deerfield Beach, Florida 33441

J.O. #81-0393

RECORDER'S MEMO: Legibility
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B4402 P0460

PHASE I

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE I (REVISED)

A parcel of land lying in Section 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10; thence North 89°23'42" East, along the South line of said Section 10, a distance of 235.04 feet to a point; thence continue North 89°23'42" East, along said South line, a distance of 267.33 feet; thence North 41°56'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North 42°39'40" East, a distance of 10.91 feet to the Point of Beginning of this description; thence continue North 42°39'40" East, a distance of 127.22 feet; thence North 00°22'12" West, a distance of 130.31 feet; thence West, a distance of 239.36 feet; thence North 45°00'00" West, a distance of 22.00 feet; thence North 84°57'00" West, a distance of 41.67 feet to the Point of Curvature of a Circular Curve to the right, whose radius point bears South 81°23'35" West, from the last described course; thence Southerly and Westerly along the arc of said curve having a radius of 65.89 feet, an arc distance of 84.64 feet to the Point of Tangency; thence South 65°00'00" West, a distance of 66.39 feet; thence North 25°00'00" West, a distance of 10.00 feet to the intersection with the arc of a circular curve to the left, whose radius point bears South 25°00'00" East, from the last described point; thence Southerly and Westerly, along the arc of said curve, having a radius of 102.50 feet, an arc distance of 102.89 feet to a point; thence South 45°00'00" West, a distance of 21.19 feet; thence North 45°00'00" West, a distance of 31.82 feet; thence West, a distance of 52.50 feet; thence South 48°00'46" West, a distance of 33.63 feet; thence South 31°30'15" West, a distance of 90.90 feet; thence South 17°52'43" West, a distance of 81.43 feet; thence South, a distance of 25.00 feet; thence South 45°00'00" East, a distance of 116.67 feet; thence North 74°28'33" East, a distance of 93.41 feet; thence North 48°00'46" East, a distance of 33.63 feet; thence South 70°56'32" East, a distance of 145.47 feet; thence North 45°00'00" East, a distance of 53.03 feet; thence North 25°46'10" East, a distance of 60.51 feet; thence North 09°46'57" West, a distance of 73.57 feet; thence North 32°00'00" West, a distance of 94.34 feet; thence North 45°00'00" West, a distance of 24.75 feet; thence North 79°41'43" West, a distance of 55.80 feet; thence South 41°38'01" West, a distance of 30.10 feet; thence North 45°00'00" West, a distance of 24.20 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 69°07'41" East, from the last described point; thence Northerly and Easterly, along the arc of said curve, having a radius of 57.50 feet, an arc distance of 44.29 feet to the Point of Tangency; thence North 65°00'00" East, a distance of 66.39 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly along the arc of said curve having a radius of 100.89 feet, an arc distance of 32.50 feet to a point; thence East, a distance of 10.77 feet; thence South 04°05'08" West, a distance of 70.18 feet; thence South 56°18'36" East, a distance of 117.18 feet; thence South 73°08'30" East, a distance of 86.21 feet; thence East, a distance of 21.05 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 3.521 acres, more or less.

DATE: April 28, 1982

PREPARED BY:

MICHAEL G. PURMORT & ASSOCIATES, INC.
1300 East Hillsboro Blvd., Suite 202
Deerfield Beach, Florida 33441

J.O. # 81-0393

(Revised for Building Permit S.O.S.)

RECORDER'S MEMO: Legibility
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B4402 P0461

ADDITIONAL PHASES, IF ADDED TO THE CONDOMINIUM

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE II (REVISED)

A parcel of land lying in Section 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10; thence North 89°23'42" East, along the South line of said Section 10, a distance of 235.04 feet; thence continue North 89°23'42" East, along said South line, a distance of 267.33 feet; thence North-41°56'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North-42°39'40" East, a distance of 138.13 feet; thence North 00°22'12" West, a distance of 130.31 feet to the Point of Beginning of this description; thence continue North-00°22'12" West, a distance of 103.65 feet; thence North 23°47'42" West, a distance of 286.11 feet; thence North 20°02'19" East, a distance of 124.05 feet; thence North-47°44'22" West, a distance of 138.29 feet; thence South 81°13'19" West, a distance of 77.28 feet; thence South 45°23'11" West, a distance of 64.23 feet; thence West, a distance of 8.38 feet; thence South, a distance of 176.61 feet; thence South-45°00'00" West, a distance of 135.65 feet; thence South 82°30'00" West, a distance of 4.51 feet; thence South 07°30'00" East, a distance of 52.00 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South-07°30'00" East, from the last described point; thence Easterly and Southerly, along the arc of said curve, having a radius of 59.00 feet, an arc distance of 91.54 feet to a point; thence North 81°23'35" East, a distance of 18.50 feet; thence South 08°36'25" East, a distance of 128.74 feet; thence South 84°57'00" East, a distance of 41.67 feet; thence South 45°00'00" East, a distance of 22.00 feet; thence East, a distance of 239.36 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 3.358 acres, more or less.

DATE: June 17, 1982

PREPARED BY: MICHAEL G. PURMORT & ASSOCIATES, INC.
1300 East Hillsboro Blvd. Suite #202
Deerfield Beach, FL 33441

J.O. 161-0393

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84402 P0462

ADDITIONAL PHASES, IF ADDED TO THE CONDOMINIUM

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE III

A parcel of land lying in Section 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10; thence North 89°23'42" East, along the South line of said Section, a distance of 235.04 feet; thence continue North 89°23'42" East, along said South line, a distance of 267.33 feet; thence - North 41°56'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North 42°39'40" East, a distance of 138.13 feet; thence North 00°22'12" West, a distance of 115.16 feet; thence West, a distance of 232.86 feet; thence North - 45°00'00" West, a distance of 15.17 feet; thence North 86°30'00" West, a distance of 79.57 feet to the Point of Beginning of this description; thence South 03°30'00" - West, a distance of 7.00 feet to the Point of Curvature of a circular curve to the right; thence Southerly and Westerly, along the arc of said curve, having a radius of 67.50 feet, an arc distance of 72.45 feet to the Point of Tangency; thence South - 65°00'00" West, a distance of 35.00 feet; thence North 25°00'00" West, a distance of 10.00 feet to the intersection with the arc of a circular curve to the left, whose radius point bears South 25°00'00" East, from the last described point; thence Southerly and Westerly, along the arc of said curve, having a radius of 102.50 feet, an arc distance of 5.83 feet; thence North 45°00'00" West, a distance of 46.79 feet; thence North 45°00'00" East, a distance of 28.28 feet; thence North 45°00'00" West, a distance of 38.89 feet; thence North 45°00'00" East, a distance of 31.82 feet; thence North, a distance of 70.00 feet; thence North 33°41'24" East, a distance of 41.07 feet; thence South 86°30'00" East, a distance of 83.83 feet; thence South - 03°30'00" West, a distance of 130.00 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 0.456 acres, more or less.

DATE: December 2, 1981

PREPARED BY: MICHAEL G. PURMORT & ASSOCIATES, INC.
1300 East Hillsboro Blvd. Suite #202
Deerfield Beach, Florida 33441

J.O. # 81-0393

84402 P0463

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ADDITIONAL PHASES, IF ADDED TO THE CONDOMINIUM

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE IV

A parcel of land lying in Sections 9 and 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10; thence North 89°23'42" East, along the South line of said Section 10, a distance of 235.04 feet; thence continue North 89°23'42" East, along said South line, a distance of 267.33 feet; thence North - 41°56'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence - North 42°39'40" East, a distance of 138.13 feet; thence North 00°22'12" West, a distance of 233.97 feet; thence North 23°47'42" West, a distance of 285.11 feet; thence North 20°02'19" East, a distance of 124.05 feet; thence North 47°44'22" West, a distance of 138.29 feet; thence South 81°13'19" West, a distance of 77.28 feet; thence South 45°23'11" West, a distance of 64.23 feet; thence West, a distance of 8.38 feet to the Point of Beginning of this description; thence continue West, a distance of 288.30 feet; thence South 76°03'20" West, a distance of 115.25 feet; thence South 03°03'56" East, a distance of 235.04 feet to the intersection with the arc of a circular curve to the left, whose radius point bears South 03°03'56" East, from the last described point; thence Easterly and Southerly, along the arc of said curve, having a radius of 259.13 feet; an arc distance of 88.18 feet to the Point of Reverse Curvature of a circular curve; thence Easterly and Southerly, along the arc of said curve, having a radius of 308.59 feet, an arc distance of 128.90 feet to the Point of Tangency; thence North 82°30'00" East, a distance of 73.09 feet to a point, said point being further described as Point A; thence continue North 82°30'00" East, a distance of 4.51 feet; thence North 45°00'00" East, a distance of 135.65 feet; thence North, a distance of 176.61 feet to the Point of Beginning of this description.

TOGETHER WITH the following described parcel:

Commencing at Point A, as mentioned in the above described parcel thence South - 07°30'00" East, a distance of 42.00 feet to the Point of Beginning of this description; thence continue South 07°30'00" East, a distance of 10.00 feet; thence South 82°30'00" West, a distance of 73.09 feet to the Point of Curvature of a circular curve to the right; thence Westerly, along the arc of said curve, having a radius of 360.59 feet, an arc distance of 44.07 feet; thence South, a distance of 29.67 feet; thence South - 45°00'00" East, a distance of 49.50 feet; thence South 12°52'30" East, a distance of 89.76 feet; thence South 25°42'36" West, a distance of 74.92 feet; thence South - 45°00'00" West, a distance of 60.10 feet; thence North 70°39'55" West, a distance of 151.02 feet; thence South 45°00'00" West, a distance of 31.82 feet; thence West, a distance of 52.50 feet; thence South 45°00'00" West, a distance of 31.82 feet; thence West, a distance of 25.00 feet; thence North 51°50'34" West, a distance of 44.51 feet; thence North 15°15'18" West, a distance of 57.01 feet; thence West, a distance of 43.46 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 88°31'40" East, from the last described point; thence Northerly and Easterly, along the arc of said curve, having a radius of 77.50 feet, an arc distance of 25.06 feet to the Point of Tangency; thence North 20°00'00" East, a distance of 47.30 feet to the Point of Curvature of a circular curve to the left; thence Northerly and Easterly, along the arc of said curve, having a radius of 132.50 feet, an arc distance of 57.81 feet to the Point of Tangency; thence North 05°00'00" - West, a distance of 46.12 feet; thence East, a distance of 4.88 feet to the Point of

Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 278.23 feet, an arc distance of 106.83 feet to the Point of Reverse Curvature of a circular curve; thence Northerly, Easterly, then Southerly, along the arc of said curve, having a radius of 217.13 feet, an arc distance of 145.64 feet to the Point of Reverse Curvature of a circular curve; thence Southerly and Easterly, along the arc of said curve, having a radius of 350.59 feet, an arc distance of 146.44 feet to the Point of Tangency; thence North 82°30'00" East, a distance of 73.09 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 4.608 acres, more or less.

DATE: December 2, 1981

PREPARED BY: MICHAEL G. PURMORT & ASSOCIATES, INC.
1300 East Hillsboro Blvd. Suite #202
Deerfield Beach, Florida 33441

J.O. #81-0393

Page 2 of 2

84402 P0465

ADDITIONAL PHASES, IF ADDED TO THE CONDOMINIUM

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE V

A parcel of land lying in Sections 9 and 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section '0; thence North 89°23'42" East, along the South line of said Section 10, a distance of 235.04 feet; thence continue North - 89°23'42" East, along said South line, a distance of 267.33 feet; thence North 41°56'27" - East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North 42°39'40" East, a distance of 138.13 feet; thence North 00°22'12" West, a distance of 233.97 feet; thence North 23°47'42" West, a distance of 286.11 feet; thence North 20°02'19" East, a distance of 124.05 feet; thence North 47°44'22" West, a distance of 138.29 feet; thence South - 81°13'19" West, a distance of 77.28 feet; thence South 45°23'11" West, a distance of 64.23 feet; thence West, a distance of 296.68 feet; thence South 76°03'20" West, a distance of 115.25 feet to the Point of Beginning of this description; thence West, a distance of 384.85 feet; thence South, a distance of 66.68 feet; thence South 45°00'00" West, a distance of 45.96 feet; thence South, a distance of 25.00 feet; thence South 45°00'00" East a distance of 24.75 feet; thence South, a distance of 37.50 feet; thence South 38°39'35" - East, a distance of 48.02 feet; thence South, a distance of 28.92 feet to a point, said point being further described as Point A; thence South 70°48'19" East, a distance of 57.87 feet to the Point of Curvature of a circular curve to the right; thence Southerly and Easterly, along the arc of said curve, having a radius of 104.00 feet, an arc distance of 34.84 feet to the Point of Tangency; thence East, a distance of 121.86 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 236.23 feet, an arc distance of 90.71 feet to the Point of Reverse Curvature of a circular curve; thence Northerly and Easterly, along the arc of said curve, having a radius of 259.13 feet, an arc distance of 85.63 feet; thence - North 03°03'56" West, a distance of 235.04 feet to the Point of Beginning of this description.

TOGETHER WITH the following described parcel:

Commencing at Point A, as described in the above description; thence South 19°11'41" West, a distance of 42.00 feet to the Point of Beginning of this description; thence North - 70°48'19" West, a distance of 31.01 feet; thence South 19°11'41" West, a distance of 10.00 feet; thence South 70°48'19" East, a distance of 54.41 feet; thence South, a distance of 46.78 feet; thence South 26°33'54" West, a distance of 55.90 feet; thence South 83°39'35" West, a distance of 45.28 feet; thence South, a distance of 85.00 feet; thence South - 56°18'36" East, a distance of 36.06 feet; thence South, a distance of 40.00 feet; thence - South 41°38'01" East, a distance of 30.10 feet; thence East, a distance of 55.00 feet; thence North 71°33'54" East, a distance of 79.06 feet; thence North 28°18'03" East, a distance of 36.91 feet; thence East, a distance of 17.50 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 77°53'37" West, from the last described point; thence Southerly, along the arc of said curve, having a radius of 177.50 feet, an arc distance of 37.50 feet to the Point of Tangency; thence South, a distance of 57.77 feet; thence West, a distance of 28.95 feet; thence North - 63°07'48" West, a distance of 25.00 feet; thence North 86°25'25" West, a distance of 40.08 feet; thence South 45°00'00" West, a distance of 38.89 feet; thence South 19°39'14" West, a distance of 37.16 feet; thence South 45°00'00" West, a distance of 42.43 feet; thence - South 25°12'04" West, a distance of 93.94 feet; thence South 36°23'04" East, a distance of 118.00 feet; thence South 71°33'54" East, a distance of 31.62 feet; thence North - 70°49'16" East, a distance of 121.76 feet; thence South 63°26'06" East, a distance of

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when received.

B4402 P0466

55.90 feet; thence South 71°33'54" East, a distance of 79.06 feet; thence North 63°26'06" East, a distance of 22.36 feet; thence North 45°00'00" East, a distance of 42.43 feet; thence North 24°26'38" East, a distance of 90.62 feet; thence North 45°00'00" West, a distance of 53.03 feet; thence North 49°23'55" East, a distance of 23.05 feet; thence North, a distance of 20.00 feet; thence North 45°00'00" West, a distance of 45.96 feet; thence North 21°02'15" West, a distance of 34.82 feet; thence North 30°57'50" West, a distance of 29.16 feet; thence West, a distance of 62.50 feet; thence South 73°03'58" West, a distance of 42.92 feet; thence North, a distance of 60.27 feet to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve having a radius of 222.50 feet, an arc distance of 50.48 feet to the Point of Reverse Curvature of a circular curve; thence Northerly and Westerly, along the arc of said curve, having a radius of 67.50 feet, an arc distance of 17.31 feet to a point; thence West, a distance of 10.00 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 88°31'40" East, from the last described point; thence Northerly and Easterly, along the arc of said curve, having a radius of 77.50 feet, an arc distance of 25.06 feet to the Point of Tangency; thence North 20°00'00" East, a distance of 47.30 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 132.50 feet, an arc distance of 57.81 feet to the Point of Tangency; thence North 05°00'00" West, a distance of 46.12 feet; thence West, a distance of 116.99 feet to the Point of Curvature of a circular curve to the right; thence Westerly and Northerly, along the arc of said curve, having a radius of 146.00 feet, an arc distance of 48.91 feet to the Point of Tangency; thence North 70°48'19" West, a distance of 57.87 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 5.871 acres, more or less.

DATE: December 2, 1981

PREPARED BY: MICHAEL G. PURMORT & ASSOCIATES, INC.
1300 East Hillsboro Blvd. Suite #202
Deerfield Beach, Florida 33441

J.O. #81-0393

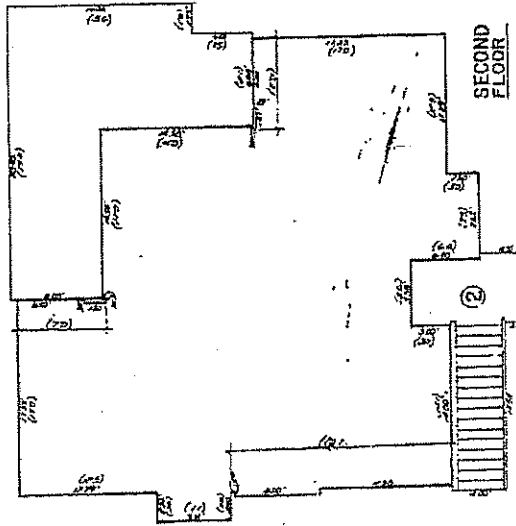
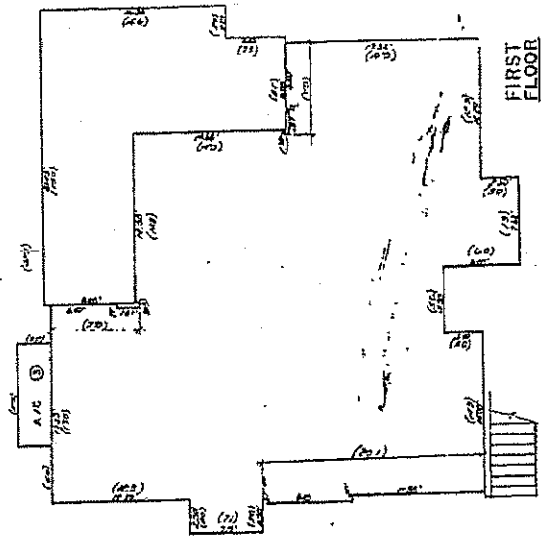
Page 2 of 2

84402 P0467

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when received.

B4402 P0469

PLANTATION COLONY A CONDOMINIUM



ELEVATIONS: 1st FLOOR
1st FLOOR FINISH FLOOR
2nd FLOOR FINISH FLOOR
2nd FLOOR FINISH FLOOR

UNIT-E-31

TYPE 'B.2' - FLOOR PLAN

GRAPHIC SCALE
ONE INCH EQUALS ONE FOOT

MICHAEL G. FORMOTT & ASSOCIATES INC.
LAND SURVEYORS & PLANNERS
1100 N. HILL STREET, SUITE 100, WHEELING, IL 60090

UNIT-E-31

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 11 OF 82

NO.	DATE	REVISION
1	11/11/81	ISSUED FOR PERMIT
2	11/11/81	ISSUED FOR PERMIT
3	11/11/81	ISSUED FOR PERMIT
4	11/11/81	ISSUED FOR PERMIT
5	11/11/81	ISSUED FOR PERMIT
6	11/11/81	ISSUED FOR PERMIT
7	11/11/81	ISSUED FOR PERMIT
8	11/11/81	ISSUED FOR PERMIT
9	11/11/81	ISSUED FOR PERMIT
10	11/11/81	ISSUED FOR PERMIT

PLANTATION COLONY A CONDOMINIUM PHASE III



SHEET 1 OF 1

[illegible][illegible]

DATE: June 13, 1967
J. J. 2 61-3587

[illegible]

RECEIVED 6. FEBRUARY 9. APPROVED 10. FEB.

FILED AND VERIFIED
CLERK OF DISTRICT COURT
JULY 1968

AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
PLANTATION COLONY OF BOCA WEST,
A CONDOMINIUM

THIS INSTRUMENT PREPARED BY
JERI POLLER, ESQUIRE
ARVIDA CORPORATION
P.O. BOX 100
5550 GLADES ROAD
BOCA RATON, FLORIDA 33432.

As recorded in Official Records Book 3861, Pages 1
through 173, Public Records of Palm Beach County,
Florida.

THIS AMENDMENT to the Declaration of Condominium for
PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM, made by Arvida
Corporation, a Delaware corporation authorized to transact
business in the State of Florida (the "Developer"), for itself,
its successors and assigns:

WITNESSETH THAT

WHEREAS, THE Declaration authorizes the Developer to amend
(prior of January 1, 1987) the Declaration to submit the "Phase
IV Property", as described in Article IV of the Declaration, to
the condominium form of ownership and to expand the Condominium
to include the Phase IV Property in addition to the Phase I
Property originally submitted to the condominium form of
ownership in and by the Declaration; and

WHEREAS, the construction of the Phase IV Property has been
completed and the improvements have been surveyed by a Registered
Florida Land Surveyor.

NOW THEREFORE in consideration of the Premises, Developer
hereby amends the Declaration as follows:

1. Attached hereto and made a part hereof is the Certificate
of Michael G. Purmat & Associates, Inc., a Registered Florida Land
Surveyor, dated AUGUST 20, 1987, certifying that the
construction of the improvements is substantially complete so
that such pages, together with the wording of the Declaration and
the Exhibits annexed to the Declaration as a part thereof, are an
accurate representation of the location and dimensions of the
improvements described, and that the identification, location and
dimensions of the Common Elements and of each Unit in Phase IV
can be determined therefrom.

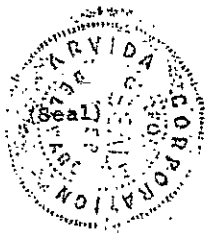
2. This Amendment constitutes an Amendment authorized and
required by Article IV of the Declaration and evidences and
reflects that the Phase IV Property has been submitted to the
condominium form of ownership and the Condominium has been
expanded to include the Phase IV Property. Developer hereby
ratifies, approves and confirms the Declaration as originally
made on file in the Public Records of Palm Beach County, Florida,
and declares that the same remains in full force and effect
according to its terms.

3. When filed in the Public Records of Palm Beach County,
Florida, this Amendment to the Declaration and the Certificate
attached hereto shall be incorporated by reference and made a
part of, as fully as if set forth therein ab initio, the
Declaration.

4. Upon recordation of this Amendment in the Public Records
of Palm Beach County, Florida, the percentage of interest in the
Common Expenses and Common Elements of the Condominium
appurtenant to each Unit in the Condominium shall be as set forth
in Exhibit "E" to the Declaration.

Return to: Gold Coast Title Co.
75 S. E. 3rd Street
Boca Raton, Florida 33432

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to Declaration of Condominium of PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM to be executed, and its corporate seal to be hereunto affixed by its undersigned duly authorized officers, this 24th day of August, 1984.



ARVIDA CORPORATION

By Norman A. Cortese
Vice President

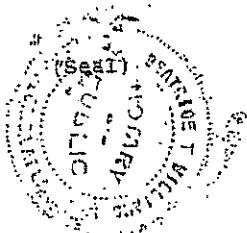
Attest Jeri Poller
Assistant Secretary

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 24th day of August, 1984, by Norman A. Cortese and Jeri Poller, as Vice President and Assistant Secretary, respectively, of Arvida Corporation, a Delaware corporation.



Debra Williams
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 13, 1986
BONDED THRU GENERAL INS. UNDERWRITERS

B4333 P0120

PLANTATION COLONY A CONDOMINIUM

[illegible][illegible][illegible]

MICHAEL C. FUHMONT & ASSOCIATES INC.
LAND SURVEYORS - FLORIDA
10000 N.W. 11TH AVENUE, SUITE 200, MIAMI, FLORIDA 33157
(305) 551-1999

[illegible]

1

[illegible][illegible]

1. The first group of people who are interested in the study of the history of the United States are the people who are interested in the history of the United States. This group of people is interested in the history of the United States because they want to know more about the United States. They want to know more about the United States because they want to know more about the United States.

RECEIVED 22 JUL 1979

[illegible]

DAVID J. BARNETT, President
Mr. Barnett has been president of the company since 1987. He was previously vice president and general manager of the company's North American operations.

19-02-10 1415

[illegible][illegible][illegible][illegible]

Michael G. Fogarty
Philadelphia and Eastern
Pennsylvania Division
March 19, 1978

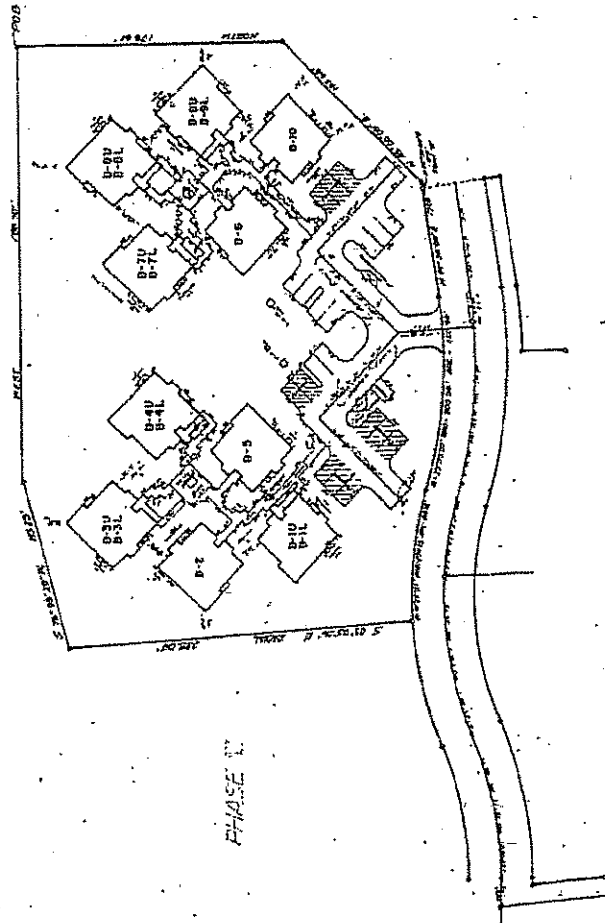
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RECORDED'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

B4333 P0130

PLANTATION COLONY
A CONDOMINIUM
PHASE IV

SEE MASTER PHASE PLAN
FOR TIES TO P.O.B.



SITE PLAN

GRAPHIC SCALE
ONE INCH EQUALS TWENTY FEET

SHEET 4 OF 6

NO.	DATE	REVISION	BY	CHKD.
1	11/11/78	1	W. J. HARRIS	W. J. HARRIS
2	11/11/78	2	W. J. HARRIS	W. J. HARRIS
3	11/11/78	3	W. J. HARRIS	W. J. HARRIS
4	11/11/78	4	W. J. HARRIS	W. J. HARRIS
5	11/11/78	5	W. J. HARRIS	W. J. HARRIS
6	11/11/78	6	W. J. HARRIS	W. J. HARRIS
7	11/11/78	7	W. J. HARRIS	W. J. HARRIS
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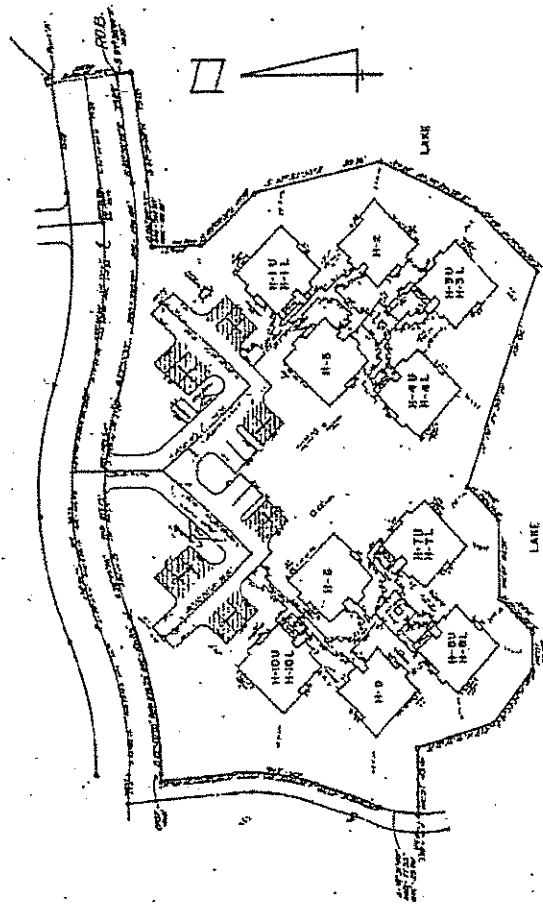
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. FURMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
2000 N. HILLWOOD AVE. SUITE 100, CHICAGO, ILL. 60641
(312) 442-1111

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PLANTATION COLONY A CONDOMINIUM PHASE IV



SITE PLAN

GRAPHIC SCALE
ONE INCH EQUALS TWENTY FEET

SHEET 5 OF 6									
DATE	BY	CHKD	DATE	BY	CHKD	DATE	BY	CHKD	DATE
1/1/78	J. G. PURMORT		1/1/78	J. G. PURMORT		1/1/78	J. G. PURMORT		1/1/78
1/1/78	J. G. PURMORT		1/1/78	J. G. PURMORT		1/1/78	J. G. PURMORT		1/1/78
1/1/78	J. G. PURMORT		1/1/78	J. G. PURMORT		1/1/78	J. G. PURMORT		1/1/78
1/1/78	J. G. PURMORT		1/1/78	J. G. PURMORT		1/1/78	J. G. PURMORT		1/1/78
1/1/78	J. G. PURMORT		1/1/78	J. G. PURMORT		1/1/78	J. G. PURMORT		1/1/78
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EXHIBIT "B"

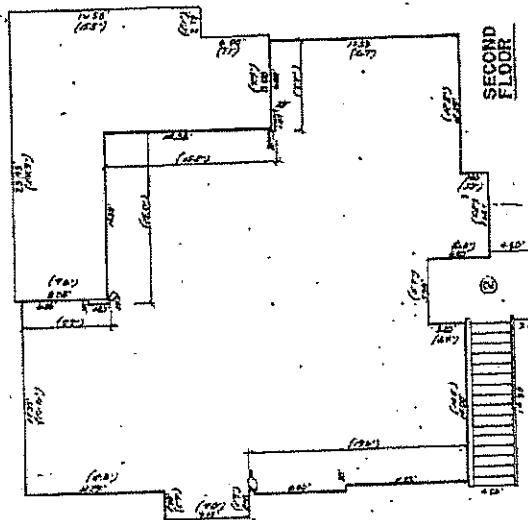
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. PURMORT & ASSOCIATES INC.

LAND SURVEYORS - PLANNERS
2007 E. HILSDOWN BLVD., SUITE 100, WESTFIELD BEACH, FLORIDA 33596
(813) 431-1101

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when received.

PLANTATION COLONY
A CONDOMINIUM
PHASE IV



ELEVATIONS | (ft.)

1ST - FINISH FLR	10.00
FINISH CEILING	10.00
2ND - FINISH FLR	12.25
FINISH CEILING	12.25

UNIT-B-1L

TYPE 'B.2' - FLOOR PLAN

SHEET 38 OF 82

[illegible]

NEW YORK CITY

EXHIBIT # 3

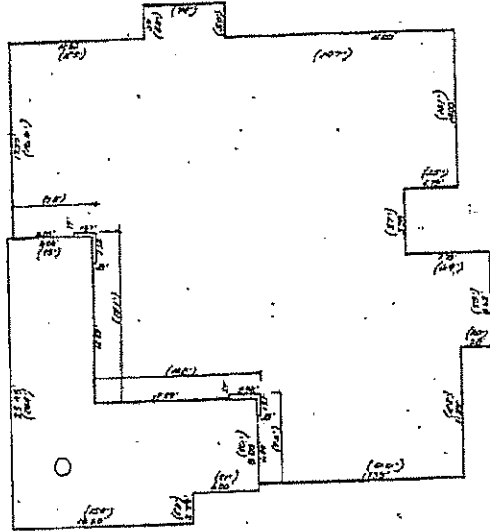
MICHAEL G. PORMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
2 MILLBOND WAY, VICTORVILLE PLAZA, WHITE CT., DEERFIELD BEACH, FLORIDA 33442
407/327-8192

TO THE DECLARATION OF CONDOMINIUM

RECORDED'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

84333 P0133

PLANTATION COLONY A CONDOMINIUM PHASE IV



ELEVATIONS
FIN. F.L.R. - 10' 0" (10' 0")
FIN. B.R.G. - 10' 0" (10' 0")

NOTES: UNITS SHOWN ELEMENTS SHOWN FOR SALE ONLY
UNITS SHOWN ELEMENTS SHOWN FOR SALE ONLY
UNITS SHOWN ELEMENTS SHOWN FOR SALE ONLY

TYPE 'A' - FLOOR PLAN

UNIT-B-2

GRAPHIC SCALE
1" = 10' 0" (10' 0")

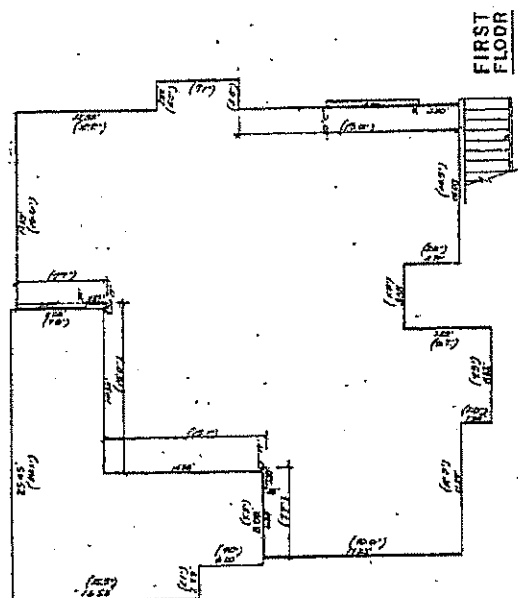
SHEET 39 OF 92			
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43	10/1/84	10/1/84	10/1/84
44	10/1/84	10/1/84	10/1/84
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90	10/1/84	10/1/84	10/1/84
91	10/1/84	10/1/84	10/1/84
92	10/1/84	10/1/84	10/1/84

EXHIBIT 'C'
TO THE DECLARATION OF CONDOMINIUM

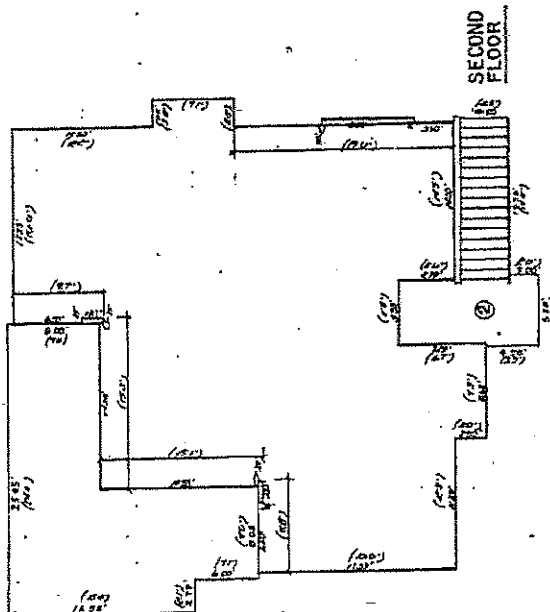
MICHAEL G. FURNMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
1000 N. WILSON BLVD., SUITE 100, WESTFIELD, MASS. 01095
(508) 331-1111

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PLANTATION COLONY
A CONDOMINIUM
PHASE IV



UNIT-B-4L



UNIT - B-4U

TYPE 'A.2' - FLOOR PLAN

GNAPHILIC SDALE
ONE TWO THREE FOUR FIVE

MICHAEL C. PURMORT & ASSOCIATES INC.
LAND SURVEYORS & PLANNERS
1300 N. WILLOWDALE BLVD. SUITE 200, WILLOWDALE, ILLINOIS 60095
TEL 977-6861 FAX 977-6861

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SHEET 41 OF 82

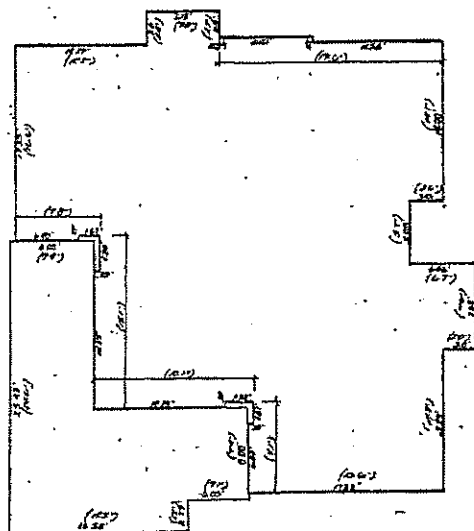
[illegible]

ELEVATIONS

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B4333 P0136

PLANTATION COLONY A CONDOMINIUM PHASE IV



ELEVATIONS
FINISH FLOOR
FINISH CEILING

UNIT - B-5

GRAPHIC SCALE
ONE INCH EQUALS FOUR FEET

TYPE 'B-1' - FLOOR PLAN

UNITED STATES COMMON ELEMENTS AND POOL OF SALES
UNITED STATES COMMON ELEMENTS AND POOL OF SALES
UNITED STATES COMMON ELEMENTS AND POOL OF SALES

SHEET 42 OF 82

UNIT	NO.	DATE	BY	REVISION
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7	7	7/1/82	7	7
8	8	8/1/82	8	8
9	9	9/1/82	9	9
10	10	10/1/82	10	10
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12	12	12/1/82	12	12
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19	19	7/1/83	19	19
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27	27	3/1/84	27	27
28	28	4/1/84	28	28
29	29	5/1/84	29	29
30	30	6/1/84	30	30
31	31	7/1/84	31	31
32	32	8/1/84	32	32
33	33	9/1/84	33	33
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40	40	4/1/85	40	40
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44	44	8/1/85	44	44
45	45	9/1/85	45	45
46	46	10/1/85	46	46
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76	76	4/1/88	76	76
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96	96	12/1/89	96	96
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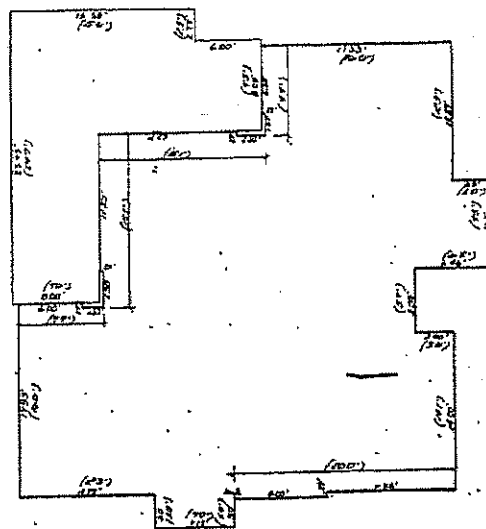
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS & PLANNERS
1000 N. HILLWOOD BLVD., SUITE 100, WESTFIELD BEACH, FLORIDA 33411
(407) 361-1111

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PLANTATION COLONY
A CONDOMINIUM
PHASE IV



5K01WYA379

FIN. FLR	12-30-1999
FIN. CELL	12-30-1999

[illegible]

UNIT - B-6

TYPE 'B.1' - FLOOR PLAN

REF ID: A66416

SHEET 43 OF 82

EXHIBIT "C"
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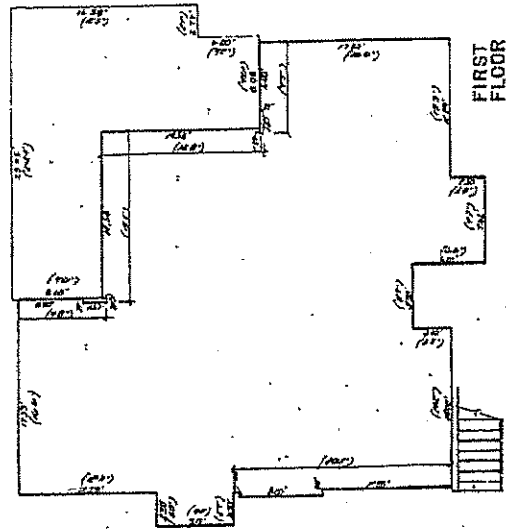
UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

MICHAEL G. FURBER - PLANNERS
 LAND SURVEYORS - PLANNERS
 1000 N. 10TH AVE. SUITE 100, DENVER, CO 80202
 (303) 733-1111

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84333 P0130

PLANTATION COLONY A CONDOMINIUM PHASE IV



UNIT-B-7L

TYPE 'B-2' - FLOOR PLAN

GRAPHIC SCALE
0' 10' 20' 30' 40' 50' 60' 70' 80' 90' 100'

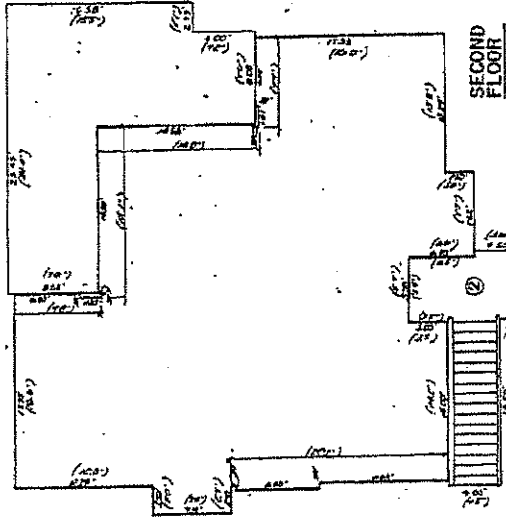
SEE EXHIBIT 3 FOR FURTHER INFORMATION

MICHAEL G. FORMORT & ASSOCIATES INC.

LAND SURVEYORS - PLANNERS

UNIT 14 WILLAMSBURG, SEVENTH FLOOR, 1001 N. W. 10TH AVENUE, MIAMI, FLORIDA 33136

(1000-011-1000)



UNIT-B-7U

TYPE 'B-2' - FLOOR PLAN

GRAPHIC SCALE
0' 10' 20' 30' 40' 50' 60' 70' 80' 90' 100'

SEE EXHIBIT 3 FOR FURTHER INFORMATION

MICHAEL G. FORMORT & ASSOCIATES INC.

LAND SURVEYORS - PLANNERS

UNIT 14 WILLAMSBURG, SEVENTH FLOOR, 1001 N. W. 10TH AVENUE, MIAMI, FLORIDA 33136

(1000-011-1000)

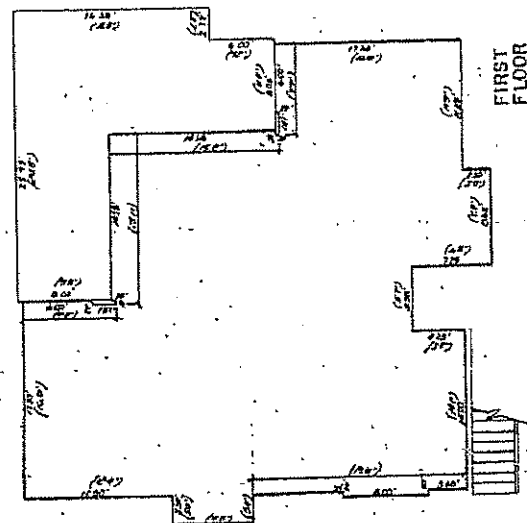
ELEVATIONS
1ST - FINISH FLOOR
2ND - FINISH FLOOR
3RD - FINISH FLOOR
4TH - FINISH FLOOR
5TH - FINISH FLOOR
6TH - FINISH FLOOR
7TH - FINISH FLOOR
8TH - FINISH FLOOR
9TH - FINISH FLOOR
10TH - FINISH FLOOR
11TH - FINISH FLOOR
12TH - FINISH FLOOR
13TH - FINISH FLOOR
14TH - FINISH FLOOR
15TH - FINISH FLOOR
16TH - FINISH FLOOR
17TH - FINISH FLOOR
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23TH - FINISH FLOOR
24TH - FINISH FLOOR
25TH - FINISH FLOOR
26TH - FINISH FLOOR
27TH - FINISH FLOOR
28TH - FINISH FLOOR
29TH - FINISH FLOOR
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31TH - FINISH FLOOR
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93TH - FINISH FLOOR
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96TH - FINISH FLOOR
97TH - FINISH FLOOR
98TH - FINISH FLOOR
99TH - FINISH FLOOR
100TH - FINISH FLOOR

SHEET 44 OF 82

NO.	DATE	BY	REVISION
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EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

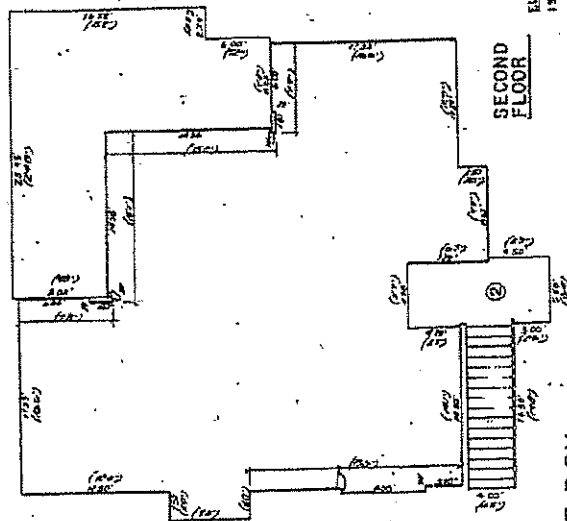
PLANTATION COLONY
A CONDOMINIUM
PHASE IV



UNIT - B-9L



TYPE 'A-2' :- FLOOR PLAN



UNIT-B-9U

ELEVATIONS		DATE
1ST - FIN FLR	FIN COL'D	10/27/77
2ND - FIN FLR	FIN. CONC	10/27/77

- (1) DENOTES LIMITED COMMON ELEMENT BORDERED POWER OF SALE/OWN
- (2) SERVICES LIMITED COMMON ELEMENT STAIRWAY & EIGHT
- (3) DENOTES LIMITED COMMON ELEMENT A/C UNIT

SHEET 46 OF 82

EXHIBIT "C"
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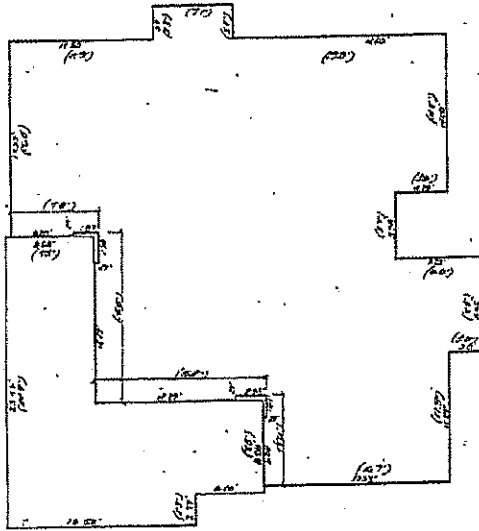
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
WILLIAMSON MAN EXECUTIVE PLAZA, SUITE 202, HUNTERFIELD GREEN, PARKING 3

LANDS AND FORESTS

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

B4333 P0141

PLANTATION COLONY
A CONDOMINIUM
PHASE IV



ELEVATIONS
FIN FLD. 111.5 (2000)
FIN. CEILING 111.5 (2000)

UNIT - B-10

SCALE
1" = 1'-0"

TYPE 'A' - FLOOR PLAN

8. UNITS SHOWN IN THIS FLOOR PLAN OR BALCONY
8. UNITS SHOWN IN THIS FLOOR PLAN OR BALCONY
8. UNITS SHOWN IN THIS FLOOR PLAN OR BALCONY
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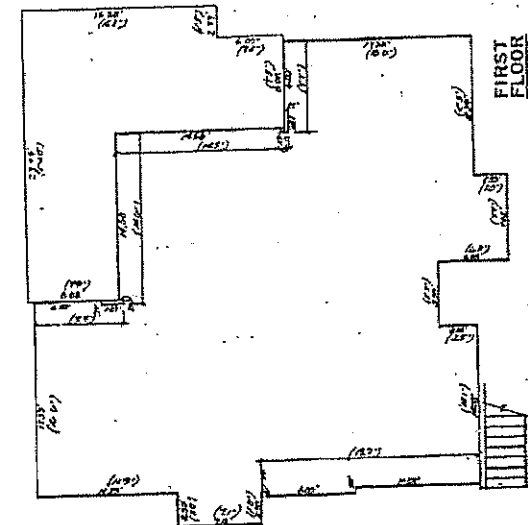
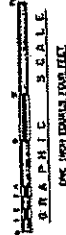
SHEET 47 OF 82

NO.	REVISION	DATE	BY	CHKD.
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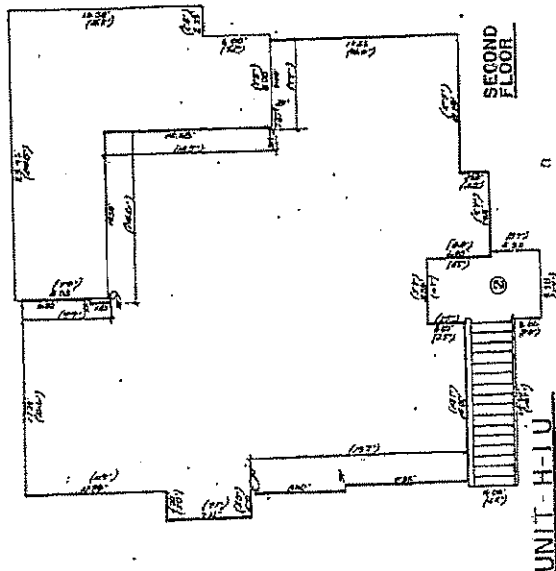
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. PURMONT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
1001-B BAYVIEW BLVD. SUITE 100, WESTFIELD, MA 01095
(413) 231-1111

PLANTATION COLONY
A CONDOMINIUM
PHASE IV

UNIT-H-1LTM

TYPE 'B-2' - FLOOR PLAN



UNIT-H-IU

① DENOTES LIMITED COMMON ELEMENT INTERESTS HOWNED BY RESIDENTS
② DENOTES LIMITED COMMON ELEMENT STAIRWAY & ENTRY
③ DENOTES LIMITED COMMON ELEMENT AIR UNIT
④ DENOTES LIMITED COMMON ELEMENT ARE SERVING ADJACENT
CONDOMINIUMS OR APARTMENTS ARE SERVING ADJACENT

ELEVATIONS 0

SHEET 48 OF 82

[illegible]

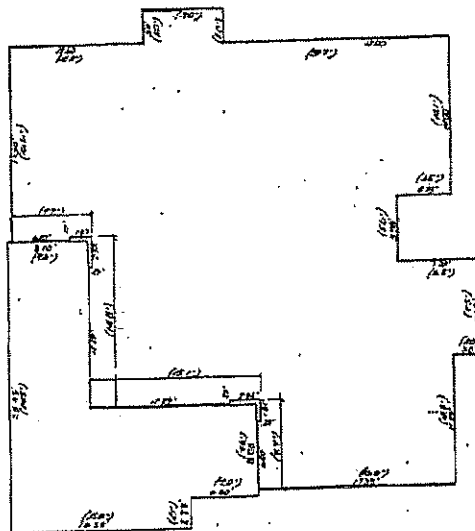
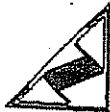
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. PURMORT & ASSOCIATES INC.

LAND SURVEYORS & PLANNERS
 1000 UNIVERSITY BLVD SOUTH SW, DES MOINES, IA 50319-3343

84333 P0143

PLANTATION COLONY A CONDOMINIUM PHASE IV



ELEVATIONS
FIN. F.L. 11.50 (GPM)
FIN. CEILING 11.12 (GPM)

NOTES: UNIT IS COMMON ELEMENTS BOUNDARY FOR PHASE IV
UNIT IS BOUNDARY FOR PHASE IV
UNIT IS BOUNDARY FOR PHASE IV
UNIT IS BOUNDARY FOR PHASE IV

UNIT - H-2

TYPE 'A' - FLOOR PLAN



SHEET 49 OF 82

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	11/11/81	W. J. H.	W. J. H.
2	ISSUED FOR PERMIT	11/11/81	W. J. H.	W. J. H.
3	ISSUED FOR PERMIT	11/11/81	W. J. H.	W. J. H.
4	ISSUED FOR PERMIT	11/11/81	W. J. H.	W. J. H.
5	ISSUED FOR PERMIT	11/11/81	W. J. H.	W. J. H.
6	ISSUED FOR PERMIT	11/11/81	W. J. H.	W. J. H.
7	ISSUED FOR PERMIT	11/11/81	W. J. H.	W. J. H.
8	ISSUED FOR PERMIT	11/11/81	W. J. H.	W. J. H.
9	ISSUED FOR PERMIT	11/11/81	W. J. H.	W. J. H.
10	ISSUED FOR PERMIT	11/11/81	W. J. H.	W. J. H.

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

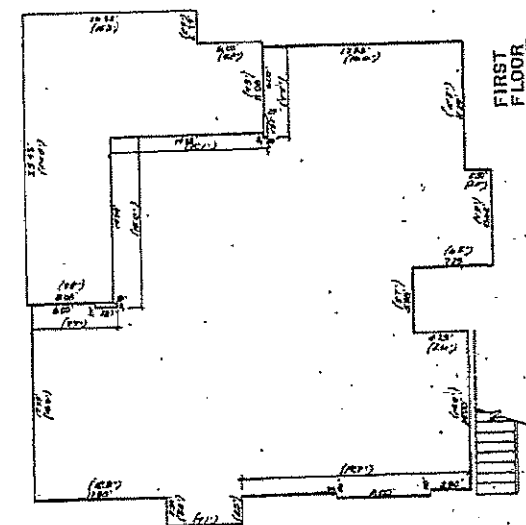
MICHAEL G. FURMONT & ASSOCIATES INC.

LAND SURVEYORS - PLANNERS

2000 S. HOLLAND AVE. SUITE 100, MEMPHIS, TENN. 38117

10/1/81

PLANTATION COLONY
A CONDOMINIUM
PHASE IV

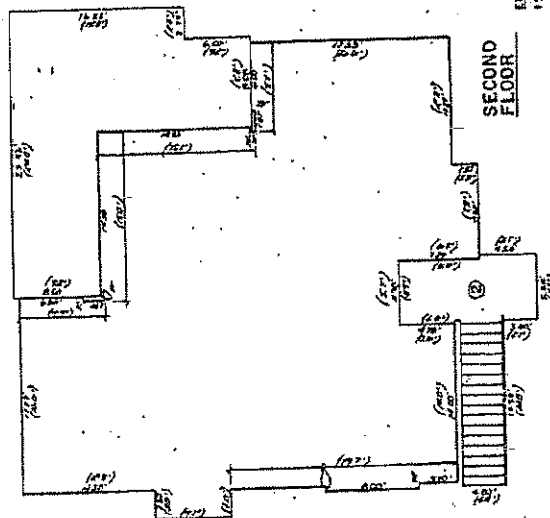


FIRST FLOOR

UNIT - H-3L



TYPE 'A-2' - FLOOR PLAN



SECOND
FLOOR

UNIT-H-3U

① SENATOR LIMITED COMPANY IS A LIMITED COMPANY INCORPORATED IN ENGLAND
② SENATOR LIMITED COMPANY IS A LIMITED COMPANY INCORPORATED IN ENGLAND
③ SENATOR LIMITED COMPANY IS A LIMITED COMPANY INCORPORATED IN ENGLAND
④ SENATOR LIMITED COMPANY IS A LIMITED COMPANY INCORPORATED IN ENGLAND
⑤ SENATOR LIMITED COMPANY IS A LIMITED COMPANY INCORPORATED IN ENGLAND
⑥ SENATOR LIMITED COMPANY IS A LIMITED COMPANY INCORPORATED IN ENGLAND
⑦ SENATOR LIMITED COMPANY IS A LIMITED COMPANY INCORPORATED IN ENGLAND
⑧ SENATOR LIMITED COMPANY IS A LIMITED COMPANY INCORPORATED IN ENGLAND
⑨ SENATOR LIMITED COMPANY IS A LIMITED COMPANY INCORPORATED IN ENGLAND
⑩ SENATOR LIMITED COMPANY IS A LIMITED COMPANY INCORPORATED IN ENGLAND

ST - FIN FLU
END - FIN FLU

SHEET 50 OF 82

[illegible]

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

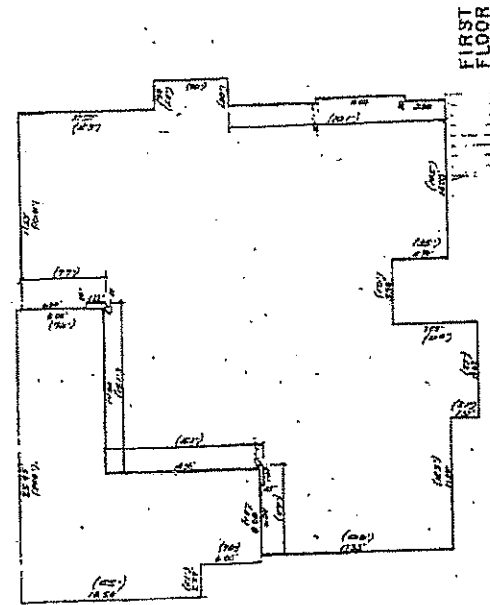
MICHAEL G. PUGHMONT & ASSOCIATES INC.

LAND SUPERVISORS - PLANNERS

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes. Once the causes have been identified, the next step is to develop a plan to address the problem. This involves identifying the actions that need to be taken to address the problem and determining the resources that will be needed to implement the plan. Finally, the last step in the process is to implement the plan and monitor the results. This involves putting the plan into action and tracking the progress of the plan to ensure that the problem is being addressed effectively.

B4333 P0145

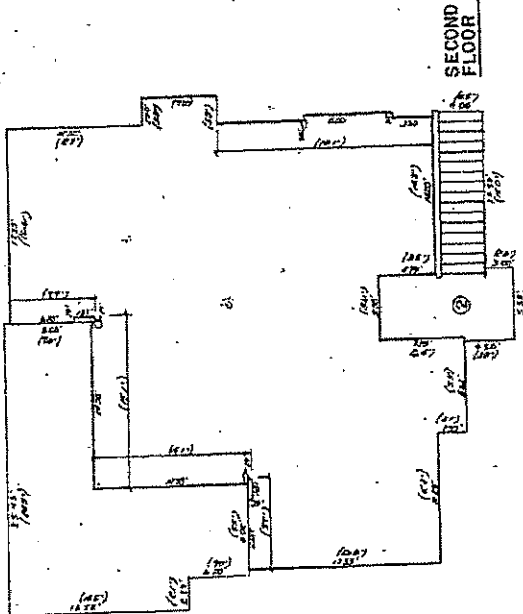
PLANTATION COLONY A CONDOMINIUM PHASE IV



UNIT-H-4L

TYPE 'A2' - FLOOR PLAN

GRAPHIC SCALE
SEE MEASUREMENTS FOR SIZE



UNIT-H-4U

ELEVATIONS
1ST - FIN FLOOR
2ND - FIN FLOOR
3RD - FIN FLOOR

UNITES LIMITED CONSULTING ENGINEERS P.O. BOX 100
UNITES LIMITED CONSULTING ENGINEERS P.O. BOX 100
UNITES LIMITED CONSULTING ENGINEERS P.O. BOX 100

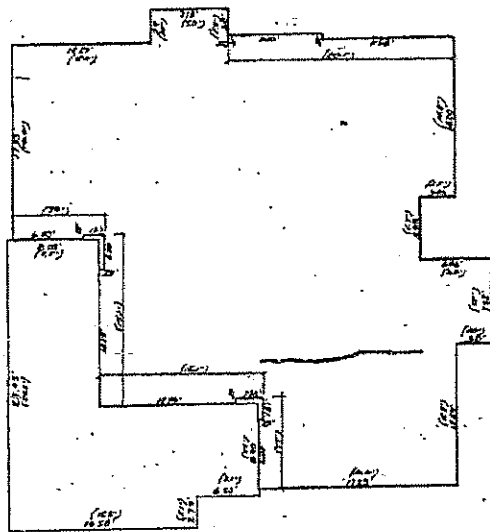
SHEET 51 OF 82

NO.	REVISION	DATE	BY	CHKD.
1	REVISED	11/1/82	...	...
2	REVISED	11/1/82	...	...
3	REVISED	11/1/82	...	...
4	REVISED	11/1/82	...	...
5	REVISED	11/1/82	...	...
6	REVISED	11/1/82	...	...
7	REVISED	11/1/82	...	...
8	REVISED	11/1/82	...	...
9	REVISED	11/1/82	...	...
10	REVISED	11/1/82	...	...

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
1000 W. 10TH AVE. SUITE 100, DENVER, CO 80202
(303) 733-1111

PLANTATION COLONY
A CONDOMINIUM
PHASE IV



ELEVATIONS

DE WORTH DISTRICT COURT RECORDS DISTRICT CLERK
CLERK OF DISTRICT COURT, DE WORTH, MISSOURI
RECEIVED JAN 11 1964

TYPE 'B.1' - FLOOR PLAN



INCHES
CENTIMETERS

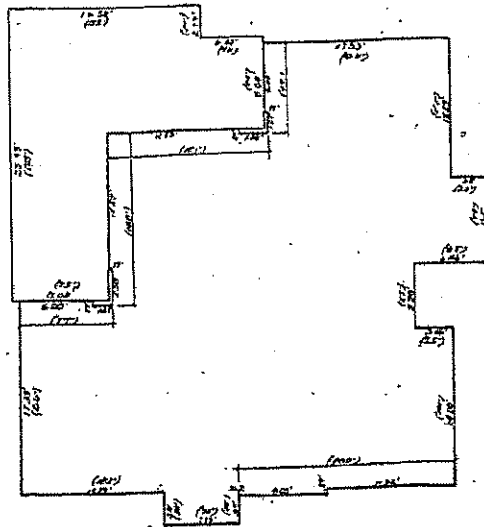
MICHAEL G. FORDMONT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
2000 N. HIGHLAND BLVD., KENTWOOD PLAZA, SUITE 202, KENTWOOD SPRING, FLORIDA 32841

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

[illegible]

- 84333 P0147

PLANTATION COLONY A CONDOMINIUM PHASE IV



ELEVATIONS
FIN F.L.R. 100.00 (100.00)
FIN C.E.L.D. 100.00 (100.00)

UNIT-H-6

GRAPHIC SCALE
1" = 10'-0"

TYPE 'B.I' - FLOOR PLAN

88 DENOTES LIMITED COMMON ELEMENTS SHOWN FOR COMMON BALCONY
89 DENOTES LIMITED COMMON ELEMENTS SHOWN FOR ENTRY
90 DENOTES LIMITED COMMON ELEMENTS SHOWN FOR ENTRY
91 DENOTES LIMITED COMMON ELEMENTS SHOWN FOR ENTRY

SHEET 53 OF 82

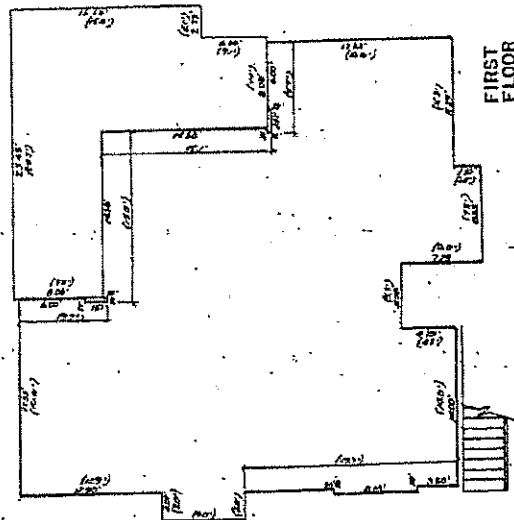
NO.	REVISION	DATE	BY	CHKD.	APP'D.
1	ISSUED FOR PERMIT	11/15/84	W.C.		
2	REVISED FOR PERMIT	11/15/84	W.C.		
3	REVISED FOR PERMIT	11/15/84	W.C.		
4	REVISED FOR PERMIT	11/15/84	W.C.		
5	REVISED FOR PERMIT	11/15/84	W.C.		
6	REVISED FOR PERMIT	11/15/84	W.C.		
7	REVISED FOR PERMIT	11/15/84	W.C.		
8	REVISED FOR PERMIT	11/15/84	W.C.		
9	REVISED FOR PERMIT	11/15/84	W.C.		
10	REVISED FOR PERMIT	11/15/84	W.C.		

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. FORMOTT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
SUITE 200, 11111 WILLOW ROAD, WILLOW PARK, ILL. 60091

B4333 P0148

PLANTATION COLONY A CONDOMINIUM PHASE IV

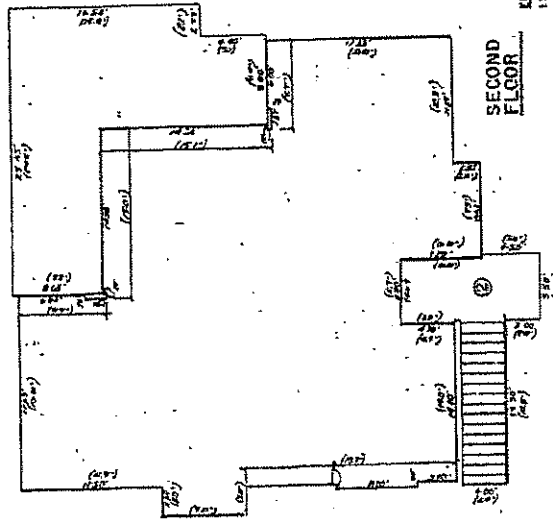


UNIT - H7L

D.H.A.P.H.C. S.C.A.L.E.
ONE INCH EQUALS FOUR FEET

TYPE 'A-2' - FLOOR PLAN

MICHAEL G. FURMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
1045 E. HILLWOOD AVE., DEERFIELD PARK, ILL. 60015



UNIT - H7U

ELEVATORS
1ST - 2ND FLOOR
2ND - 3RD FLOOR

UNITED STATES CONDOMINIUM ACT
UNITED STATES CONDOMINIUM ACT
UNITED STATES CONDOMINIUM ACT

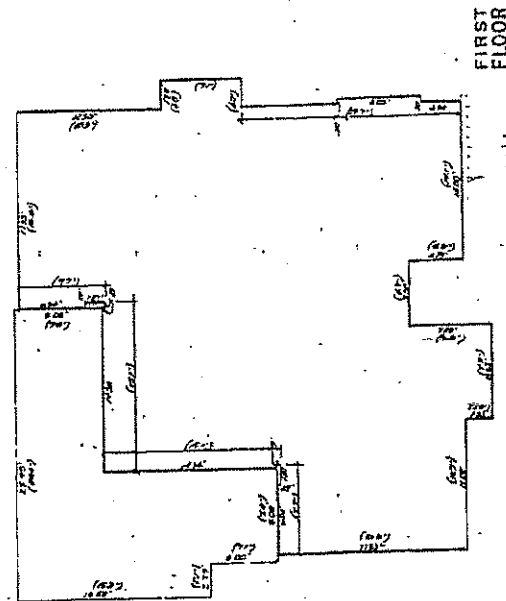
SHEET 54 OF 82

NO.	REVISION	DATE	BY	CHKD.
1	AS SHOWN	10/1/77	MF	MF
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4	AS SHOWN	10/1/77	MF	MF
5	AS SHOWN	10/1/77	MF	MF
6	AS SHOWN	10/1/77	MF	MF
7	AS SHOWN	10/1/77	MF	MF
8	AS SHOWN	10/1/77	MF	MF
9	AS SHOWN	10/1/77	MF	MF
10	AS SHOWN	10/1/77	MF	MF

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

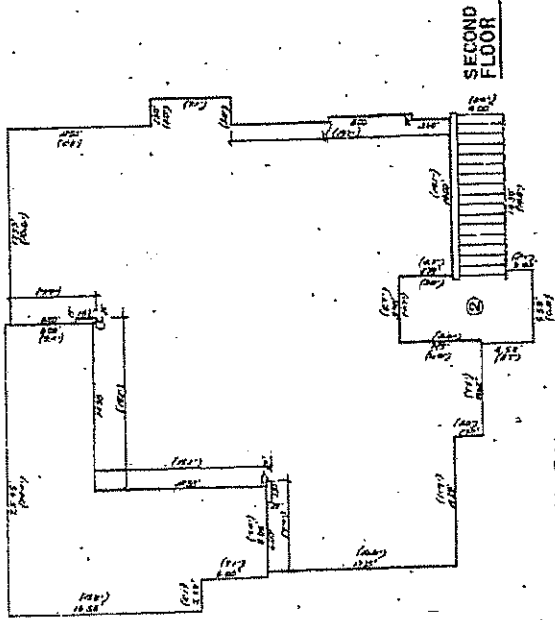
B4333 P0149

PLANTATION COLONY A CONDOMINIUM PHASE IV



UNIT-H-8L
GRAPHIC SCALE
ONE INCH EQUALS ONE FOOT

TYPE 'A-2' - FLOOR PLAN



UNIT-H-8U

NOTES: UNIT H-8U IS A SECOND FLOOR UNIT.
UNIT H-8U IS A SECOND FLOOR UNIT.
UNIT H-8U IS A SECOND FLOOR UNIT.

ELEVATIONS

1ST FLOOR	100'-0"
2ND FLOOR	100'-0"
3RD FLOOR	100'-0"

SHEET 55 OF 82

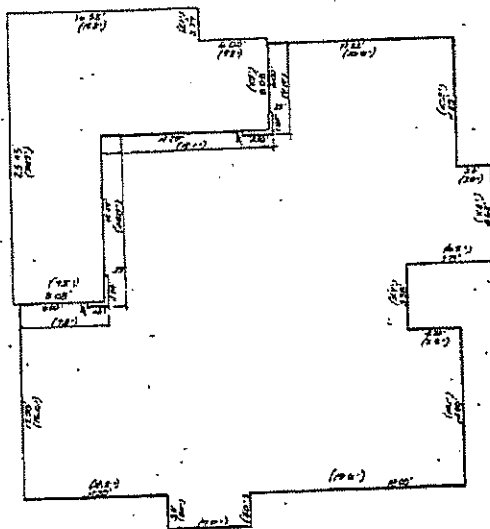
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2	REVISED PER COMMENTS	10/1/81	MS	MS
3	REVISED PER COMMENTS	10/1/81	MS	MS
4	REVISED PER COMMENTS	10/1/81	MS	MS
5	REVISED PER COMMENTS	10/1/81	MS	MS
6	REVISED PER COMMENTS	10/1/81	MS	MS
7	REVISED PER COMMENTS	10/1/81	MS	MS
8	REVISED PER COMMENTS	10/1/81	MS	MS
9	REVISED PER COMMENTS	10/1/81	MS	MS
10	REVISED PER COMMENTS	10/1/81	MS	MS

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYOR
PLANNING
1000 S. 10TH AVE. SUITE 100
TAMPA, FL 33606

B4333 P0150

PLANTATION COLONY A CONDOMINIUM PHASE IV



ELEVATIONS
FOR F.L.R. (SEE DRAWING)
FOR BUILDING (SEE DRAWING)

UNIT - H-9

TYPE 'A' - FLOOR PLAN

GRAPHIC SCALE
ONE INCH EQUALS FIFTY FEET

SEMI-UNITED STATES BUILDING CORPORATION OR BALDWIN
SEMI-UNITED STATES BUILDING CORPORATION OR BALDWIN
SEMI-UNITED STATES BUILDING CORPORATION OR BALDWIN
SEMI-UNITED STATES BUILDING CORPORATION OR BALDWIN

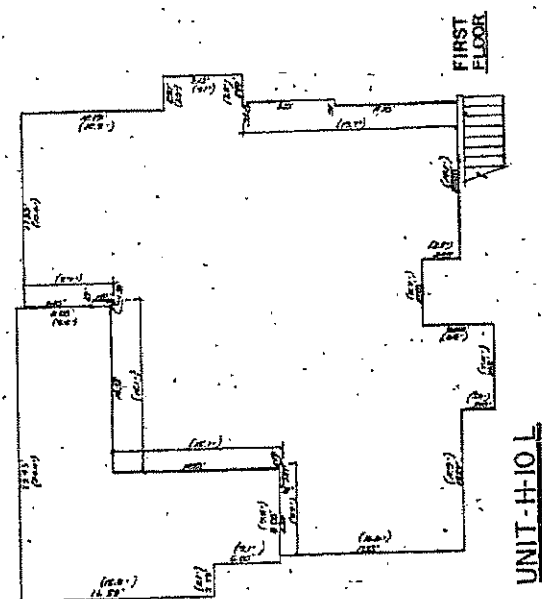
MICHAEL G. FURMORT & ASSOCIATES INC.
LAND DEVELOPERS - PLANNERS
ONE E. HILLMAN BLVD., SUITE 100, WESTFIELD, MASS. 01094

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

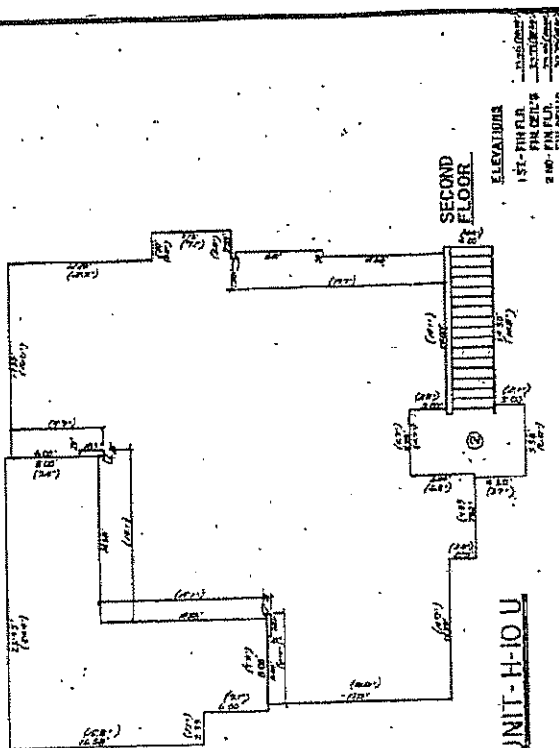
SHEET 56 OF 82

NO.	DATE	REVISION
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80	10/1/82	ISSUED FOR PERMITTING
81	10/1/82	ISSUED FOR PERMITTING
82	10/1/82	ISSUED FOR PERMITTING

PLANTATION COLONY
A CONDOMINIUM
PHASE IV



UNIT-H-10 L



UNIT-H-11N

TYPE 'B.2' - FLOOR PLAN

GRAPHIC SCALE

APPLICANT'S NAME: J. C. A.

APPLICANT'S NAME: J. C. A.

MICHAEL E. PURMONT & ASSOCIATES INC.

EXHIBIT # TWENTY-TO TWO

1. **NAME OF THE PARTY** : **PLANNED**

THE W. H. MILLERSONS, INC., 1000 W. 10TH ST., KANSAS CITY, MO. 64105

[REDACTED]

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

INVESTIGATION OF THE ACTS OF VIOLENCE
AND THE DESTRUCTION OF PROPERTY IN THE
DISTRICT OF COLUMBIA AND THE STATE OF
GEORGIA

SHEET 57 OF 82

[illegible]

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

AMENDMENT TO
DECLARATION OF CONDOMINIUM

14
Return to: Gold Coast Title Co. West
5550 Glades Road
Boca Raton, Florida 33433

FOR

PLANTATION COLONY OF BOCA WEST,

A CONDOMINIUM

As recorded in Official Records Book 3861, Pages
1 through 173, Public Records of Palm Beach
County, Florida

THIS AMENDMENT to the Declaration of Condominium for
PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM, made by
Arvida Corporation, a Delaware corporation authorized to
transact business in the State of Florida (the "Developer"),
for itself, its successors and assigns:

WITNESSETH THAT:

WHEREAS, THE Declaration authorizes the Developer to
amend (prior of January 1, 1987) the Declaration to submit
the "Phase II Property", as described in Article IV of the
Declaration, to the condominium form of ownership and to
expand the Condominium to include the Phase II Property in
addition to the Phase I Property originally submitted to the
condominium form of ownership in and by the Declaration; and

WHEREAS, the construction of the Phase II Property has
been completed and the improvements have been surveyed by a
Registered Florida Land Surveyor.

NOW THEREFORE, in consideration of the Premises, Developer
hereby amends the Declaration as follows:

1. Attached hereto and made a part hereof is the
Certificate of Richard L. Davis, a Registered
Florida Land Surveyor, dated Sept 9, 1983, certifying that the
construction of the improvements is substantially complete
so that such pages, together with the wording of the Declara-
tion and the Exhibits annexed to the Declaration as a part
thereof, are an accurate representation of the location and
dimensions of the improvements described, and that the
identification, location and dimensions of the Common Elements
and of each Unit in Phase II can be determined therefrom.

2. This Amendment constitutes an Amendment authorized
and required by Article IV of the Declaration and evidences
and reflects that the Phase II Property has been submitted
to the condominium form of ownership and the Condominium has
been expanded to include the Phase II Property. Developer
hereby ratifies, approves and confirms the Declaration as
originally made on file in the Public Records of Palm Beach
County, Florida, and declares that the same remains in full
force and effect according to its terms.

3. When filed in the Public Records of Palm Beach County,
Florida, this Amendment to the Declaration and the Certificate
attached hereto shall be incorporated by reference and made a
part of, as fully as if set forth therein ab initio, the
Declaration.

4. Upon recordation of this Amendment in the Public
Records of Palm Beach County, Florida, the percentage of
interest in the Common Expenses and Common Elements of the
Condominium appurtenant to each Unit in the Condominium shall
be as set forth in Exhibit "E" to the Declaration.

This instrument was prepared by:

Jeri Potter, Esq.
Arvida Corporation
5550 Glades Road
Boca Raton, Florida
33432

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to Declaration of Condominium of PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM to be executed, and its corporate seal to be hereunto affixed by its undersigned duly authorized officers, this 14th day of September, 1983.



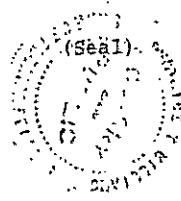
ARVIDA CORPORATION

By *Donald A. Poller*
Vice President

Attest *Jeri Poller*
Assistant Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH : SS.

The foregoing instrument was acknowledged before me this 14th day of September, 1983, by *Donald A. Poller* and *Jeri Poller*, as Vice President and Assistant Secretary, respectively, of Arvida Corporation, a Delaware corporation.



Patricia Williams
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 13, 1986
BONDED THRU GENERAL IND. UNDERWRITERS

B4041 P0551

PLANTATION COLONY
A CONDOMINIUM

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A circular postmark from La Jolla, California, dated June 10, 1964. The text "LA JOLLA, CALIF." is curved along the top, and "JUN 10 1964" is curved along the bottom. In the center, there is a stylized graphic of a sailboat.

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MICHAEL G. FOKMORT & ASSOCIATES INC.
LAND SURVEYORS • LANDMEN
2100 N. HILLGARDEN ROAD • EXECUTIVE PLAZA, SUITE 202, FARMERSFIELD BLVD. FARMERSFIELD, N.Y. 14724
(516) 481-1200

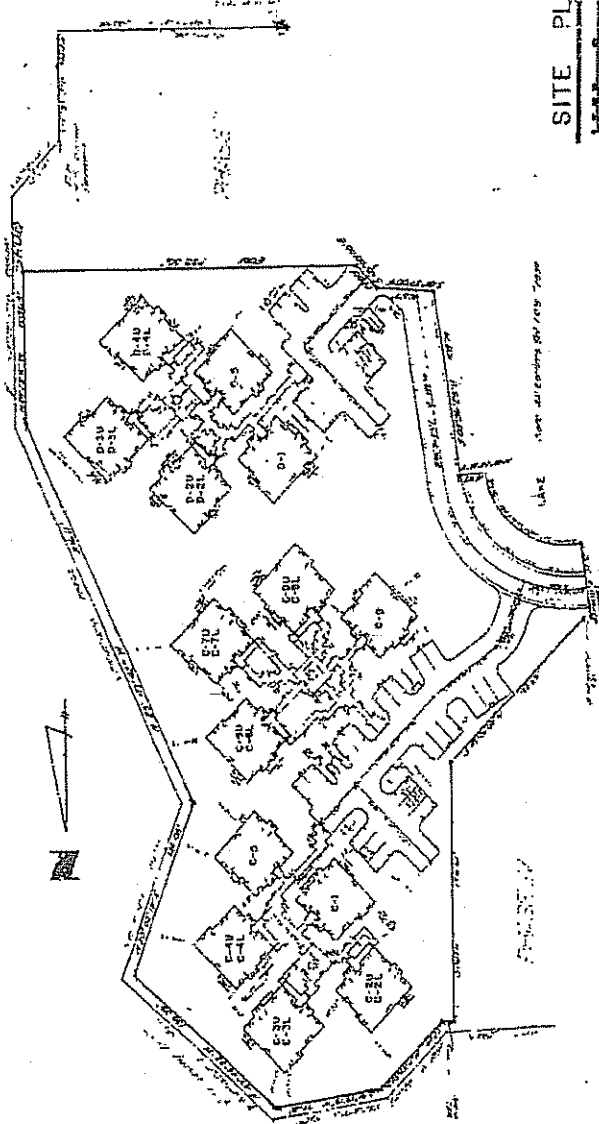
EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM

SHEET
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CHECKED BY
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B4041 P0553

PLANTATION COLONY A CONDOMINIUM PHASE II

SEE MASTER PHASE PLAN
SHEET 1 OF 2
FOR THIS PHASE



SITE PLAN

GRAPHIC SCALE
ONE INCH = 100 FEET

SHEET 3 OF 8

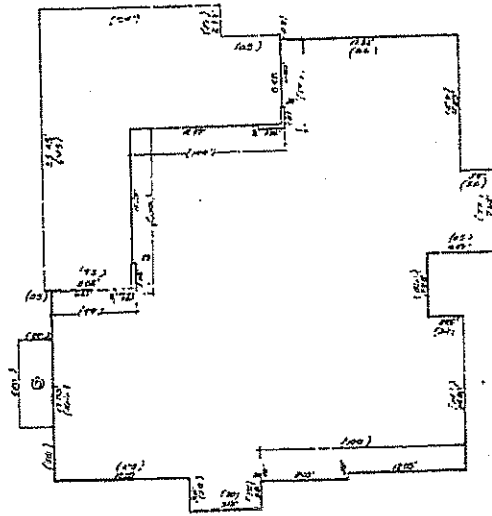
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EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. FURMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
2000 S. WALLINGFORD BLVD., SUITE 200, FORT WORTH, TEXAS 76104
(817) 342-1111

86041 P3554

PLANTATION COLONY A CONDOMINIUM PHASE II



ELEVATIONS PROPOSED
FIN. FLR. 11'00" (9'00")
FIN. CEIL'G 8'11" (7'00")

NOTE: Dimensions shown at Owner's Risk and Accuracy

UNIT - D-1

SCALE
1" = 1'-0"

TYPE 'B-1' - FLOOR PLAN

SEAL OF THE ARCHITECT

MICHAEL G. FURMONT & ASSOCIATES INC.
LAND DEVELOPERS - PLANNERS
1401 N. WILSON AVE., SUITE 100, FARMERS, TEXAS 75046

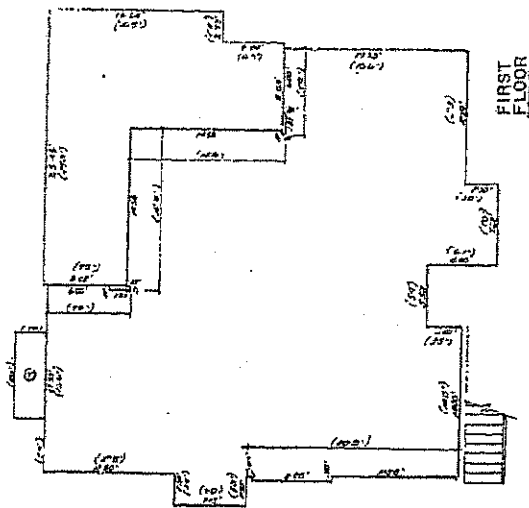
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 24 OF 82

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	10/1/81	MF	MF
2	REVISED PER PERMIT	10/1/81	MF	MF
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23	REVISED PER PERMIT	10/1/81	MF	MF
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BA041 P0556

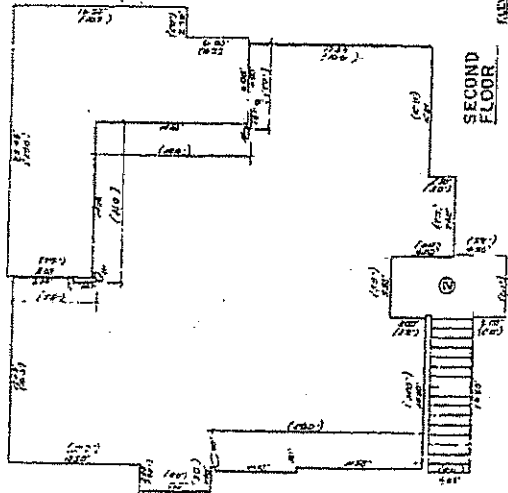
PLANTATION COLONY A CONDOMINIUM PHASE II



UNIT - D-31

TYPE 'B-2' - FLOOR PLAN

MICHAEL G. FURMONT & ASSOCIATES INC.
LAWYERS
4000 P. O. BOX 1000, SUITE 1000, CHESAPEAKE, VIRGINIA 22020



UNIT - D-31

SCHEMATIC LIMITED COMMON ELEMENTS (SEE UNIT D-31) ON VARIOUS
FLOORS OF THE CONDOMINIUM. THE UNIT D-31 UNIT IS NOT
INCLUDED IN THIS UNIT D-31 UNIT.

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 26 OF 82

NO.	DATE	DESCRIPTION	BY	CHECKED
1	10/1/81	REVISION	MF	MF
2	10/1/81	REVISION	MF	MF
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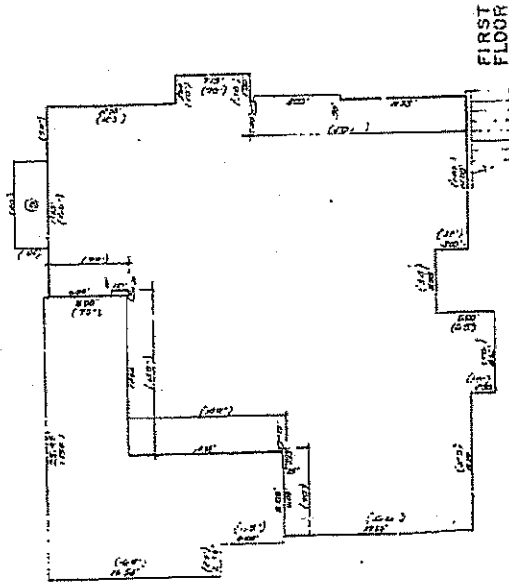
UNIT - D-31

UNIT - D-31

UNIT - D-31

B6041 P0557

PLANTATION COLONY A CONDOMINIUM PHASE II

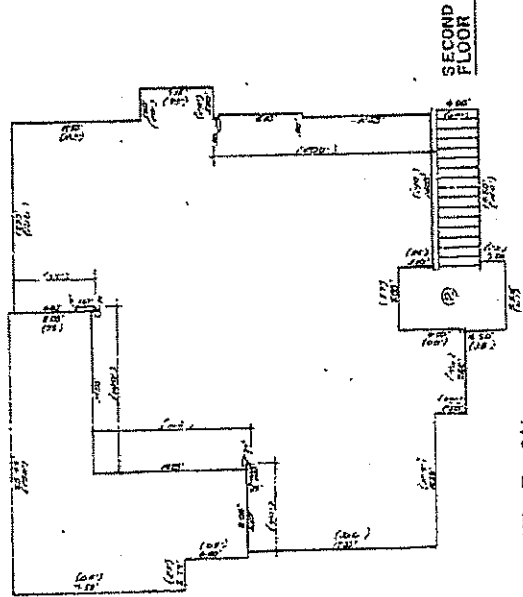


UNIT - D-4L

IN A P.P. C. S.E.A.L.E.
MICHAEL G. FURMONT & ASSOCIATES INC.

TYPE 'B-2' - FLOOR PLAN

MICHAEL G. FURMONT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
1000 S. 10TH STREET, SUITE 100, ARLINGTON, TEXAS 76010



UNIT - D-4U

UNITED STATES OF AMERICA
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20250

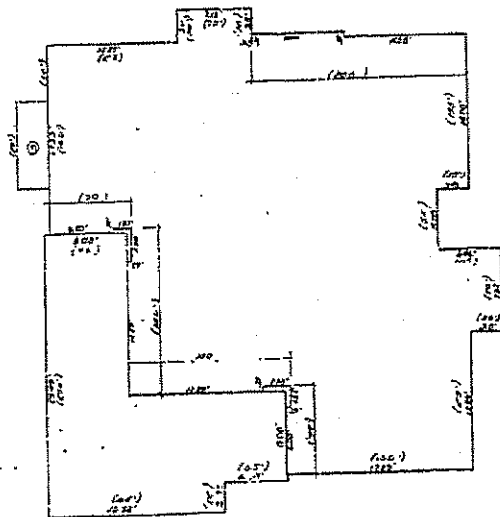
SHEET 27 OF 82

NO.	DESCRIPTION	DATE	BY
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27	REVISION		

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

84041 P0558

PLANTATION COLONY A CONDOMINIUM PHASE II



ELEVATIONS (inches)
FINISH FLOOR - 1/2" (1/4")
FINISH CEILING - 1/2" (1/4")

UNIT - D-5

TYPE 'B' - FLOOR PLAN

U.S. PATENT & TRADEMARK OFFICE
REGISTERED PATENT NO. 2,811,111

MICHAEL G. FURMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
1044 S. HALLSROAD ST., SUITE 100, WASHINGTON, D.C. 20004
(202) 462-1111

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

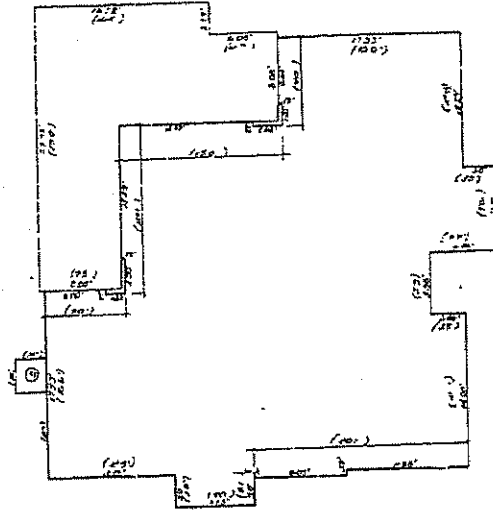
UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF ECONOMIC ANALYSIS
WASHINGTON, D.C. 20540

SHEET 28 OF 82

NO.	DESCRIPTION	UNIT	AREA	PERCENT	TOTAL
1	UNIT 1	1	1,000	100	1,000
2	UNIT 2	2	1,000	100	1,000
3	UNIT 3	3	1,000	100	1,000
4	UNIT 4	4	1,000	100	1,000
5	UNIT 5	5	1,000	100	1,000
6	UNIT 6	6	1,000	100	1,000
7	UNIT 7	7	1,000	100	1,000
8	UNIT 8	8	1,000	100	1,000
9	UNIT 9	9	1,000	100	1,000
10	UNIT 10	10	1,000	100	1,000
11	UNIT 11	11	1,000	100	1,000
12	UNIT 12	12	1,000	100	1,000
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80	UNIT 80	80	1,000	100	1,000
81	UNIT 81	81	1,000	100	1,000
82	UNIT 82	82	1,000	100	1,000

B4041 P0559

PLANTATION COLONY A CONDOMINIUM PHASE II



UNIT C-1

ELEVATIONS (INDICATED)
FIN. FLOOR 11.0' - 12.0'
FIN. CEILING 11.0' - 12.0'

- 1. EXISTING UNIT C-1 CONSTRUCTION WORK IN BALCONY
 - 2. EXISTING UNIT C-1 CONSTRUCTION WORK IN ENTRY
 - 3. EXISTING UNIT C-1 CONSTRUCTION WORK IN UNIT
- Dimensions in parentheses are existing conditions

TYPE 'B-1' - FLOOR PLAN

GRAPHIC SCALE
IN FEET AND INCHES

MICHAEL G. FURMORT & ASSOCIATES INC.

LAND SURVEYORS & PLANNERS
1209 N. WILSON ROAD SUITE 100, GAITHERSBURG, MD 20878

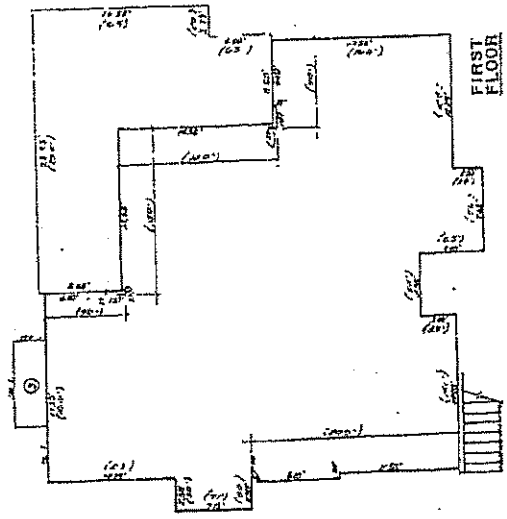
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 29 OF 82

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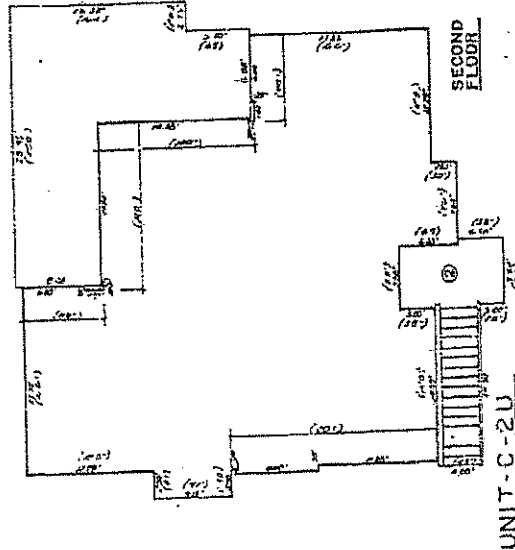
B4001 P0560

PLANTATION COLONY A CONDOMINIUM PHASE II



UNIT-C-2L

TYPE 'B-2' - FLOOR PLAN



SECOND FLOOR

UNIT-C-2U

ELEVATIONS (PROPOSED)
ST - FINISH F.L.
FINISH F.L. - 10'-0"
FINISH F.L. - 10'-0"
FINISH F.L. - 10'-0"

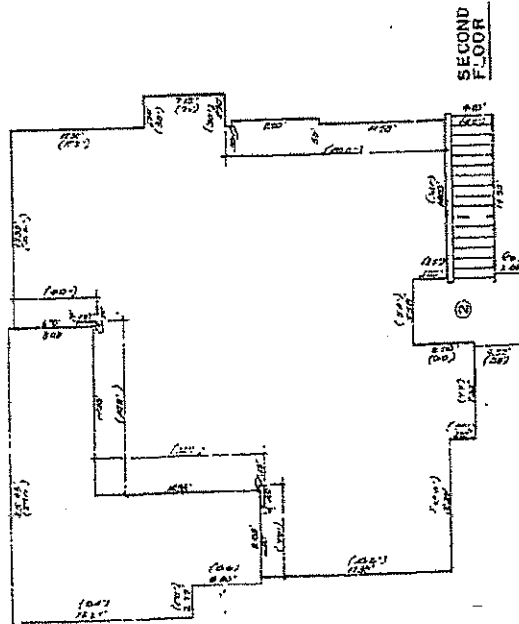
SCALE
1" = 1'-0"

MICHAEL G. FURMAN & ASSOCIATES INC.
LAND DEVELOPERS - PLANNERS
ONE S. HOLLAND RD. SUITE 100, DEERFIELD BEACH, FLORIDA 33442
(407) 291-1111

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 30 OF 82

PLANTATION COLONY A CONDOMINIUM PHASE II



ELEVATIONS (THOUSANDS)

155 - FIN FLR	15.50 (15.50)
FIN CEMO	15.52 (15.52)
2ND - FIN FLR	15.53 (15.53)
FIN CEMO	15.54 (15.54)

UNIT - C-3U

DEVELOPER LIMITED COMPANY ELEMENT DEVELOPED FROM THE MALIBU
BEACHES LIMITED COMPANY ELEMENT STAINLESS STEEL
DEVELOPER LIMITED COMPANY ELEMENT STAINLESS STEEL

TYPE: 'B.2' - FLOOR FLAN.

UNIT - C-3L

1331 ROAD STREET ROOM 100
NEW YORK, N.Y. 10011

MICHAEL C PURMORT & ASSOCIATES INC.
LAND SURVEYORS & PLANNERS
10000 W. 10TH AVE. SUITE 200 DENVER, CO 80231
303-751-1100

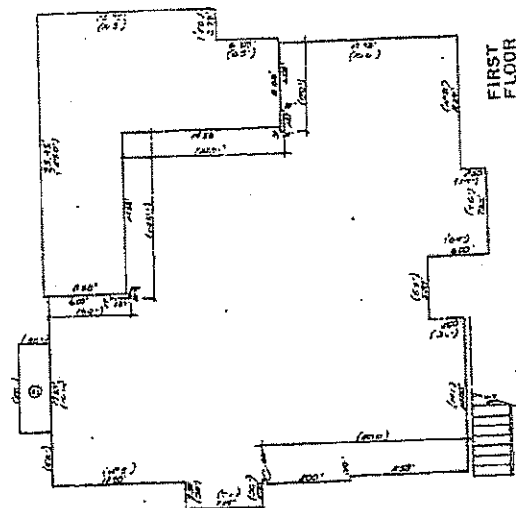
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 31 OF 82

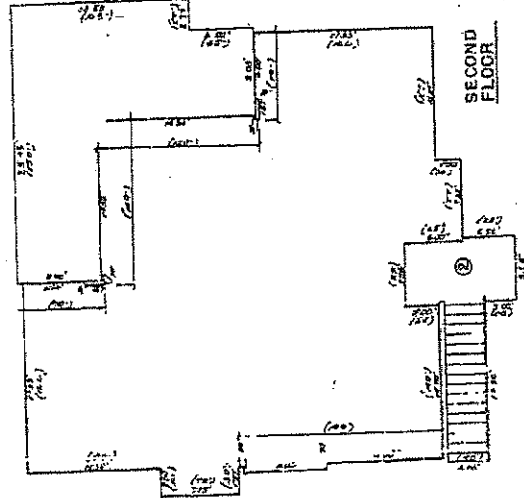
SHEET 3 OF 82	
NORTH MAPS, INCORPORATED 44 GREEN DR. #200 NEW YORK, N.Y. 10022 TEL. (212) 691-1000 FAX (212) 691-1001	DATE 1-2-87 SCALE 1"=1/2" SHEET NO. 513 OF 513 PROJECT NO. 513 DRAWING NO. 513

84041 P0562

PLANTATION COLONY A CONDOMINIUM PHASE II



FIRST FLOOR



SECOND FLOOR

UNIT - C-4L

UNIT - C-4L

- ① DEPT'S LIMITED COMMON ELEMENTS AND (C) PORTION BALCONY
- ② DEPT'S LIMITED COMMON ELEMENTS STAIRWAY & ENTRY
- ③ DEPT'S LIMITED COMMON ELEMENTS ARE UNIT

TYPE 'B2' - FLOOR PLAN

ALL DIMENSIONS IN FEET AND INCHES
SCALE
SEE PLANS FOR DETAILS

MICHAEL G. FURHOLT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
1300 S. HILARIO ROAD, SUITE 200, WASHINGTON, D.C. 20004

EXHIBIT "C" P
TO THE DECLARATIONS OF CONDOMINIUM

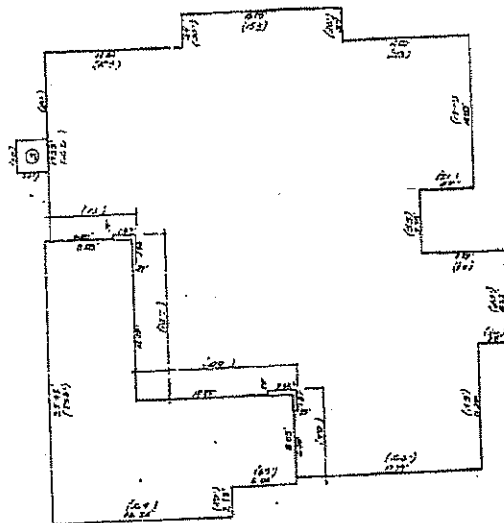
SHEET 32 OF 82

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10	10/1/81	ISSUED FOR PERMIT

ELEVATIONS, IMPOSED
1ST - FIN FLOOR
2ND - FIN FLOOR

B4041 P0563

PLANTATION COLONY A CONDOMINIUM PHASE II



ELEVATIONS (PROJECTIONS)
PSI. PLH. 11' 0" (10' 0")
PSI. CUL. 11' 0" (10' 0")

UNIT - C-9

TYPE 'A' - FLOOR PLAN

GRAPHIC SCALE
1" = 10' 0"

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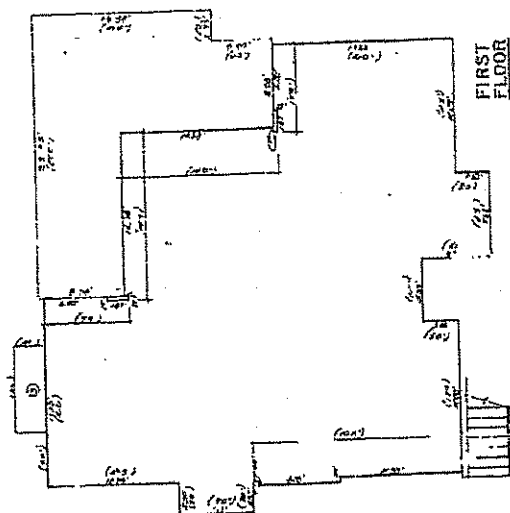
SHEET 33 OF 82

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3	10/1/80	REVISED	J. G. FURMORT		
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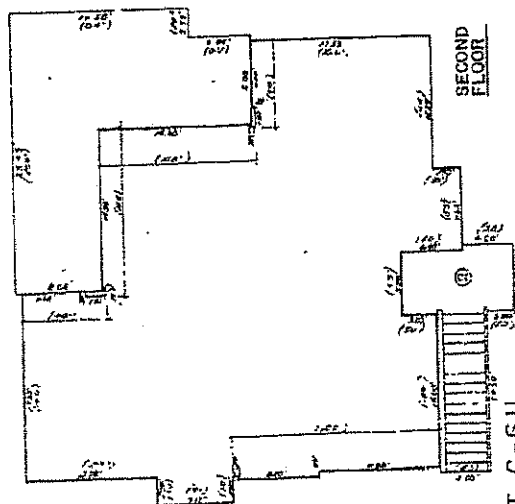
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. FURMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
1000 P. O. BOX 1000, SUITE 100, WILMINGTON, DE 19801
(302) 421-1000

PLANTATION COLONY A CONDOMINIUM PHASE II



UNIT - C-6L



UNIT-C-6U

TYPE 'B.2' - FLOOR PLAN

GRAPHIC SCALE

MICHAEL G. FURMOTH & ASSOCIATES INC.
LAND SURVEYORS & PLANNERS
10000 W. 10TH AVE., SUITE 100, DENVER, CO 80231

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535
MAY 19 1964
MEMORANDUM FOR THE DIRECTOR
SUBJECT: [REDACTED]
[REDACTED]

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 34 OF 82

[illegible]

EXHIBITS - PROPOSED

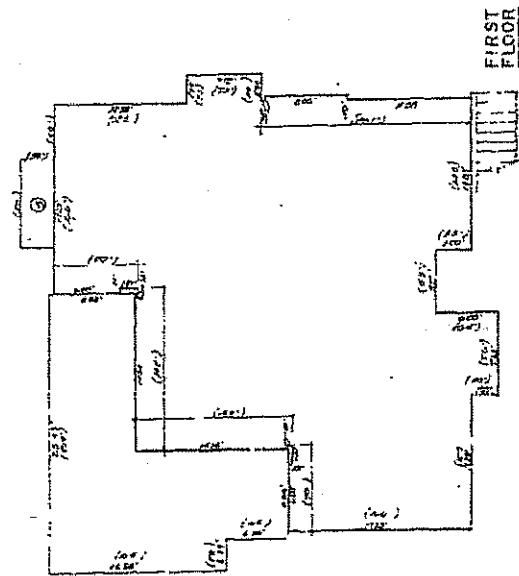
1ST - FINISH FLOOR SPECIFICATIONS

FINISH FLOOR SPECIFICATIONS

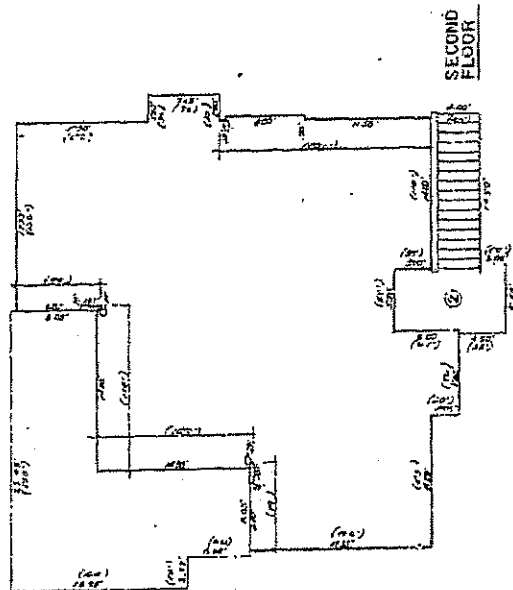
2ND - FINISH FLOOR SPECIFICATIONS

FURNITURE SPECIFICATIONS

PLANTATION COLONY
A CONDOMINIUM
PHASE II



UNIT - C-7L



UNIT-C-7U

ELEVATIONS
157 - FIB FLT
FIB CIRC
230 - FIB FLT
FIB CIRC

TYPE: 'B-2' - FLOOR PLAN

PHATIC SCALE

ADDITIONAL INFORMATION: 4210173 CALIBUR
 1000 5/11 1400 13 100000 4210173 CALIBUR
 1000 5/11 1400 13 100000 4210173 CALIBUR
 1000 5/11 1400 13 100000 4210173 CALIBUR

4-13 DIST. BROOKS, J. & R. FULT

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

MICHAEL F. FURMONT & ASSOCIATES INC.

БЕЛОРУСЬ : БЕОДРАЖАЊЕ И СВОБОДА

1. **Вопрос:** Какую роль играют социальные сети в формировании общественного мнения?

1970 12314461

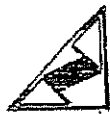
4919 15014061

TO THE DECLARATION OF CONDOMINIUM

2830 5E 13445

NAME	AGE	SEX	REL	DATE	TIME	PLACE	REMARKS
JOHN J. BROWN	35	M	H	10/10/44	10:30	NEW YORK	ARRIVED
MARY J. BROWN	32	F	W	10/10/44	10:30	NEW YORK	ARRIVED
JOHN J. BROWN	35	M	H	10/10/44	10:30	NEW YORK	ARRIVED
MARY J. BROWN	32	F	W	10/10/44	10:30	NEW YORK	ARRIVED
JOHN J. BROWN	35	M	H	10/10/44	10:30	NEW YORK	ARRIVED
MARY J. BROWN	32	F	W	10/10/44	10:30	NEW YORK	ARRIVED
JOHN J. BROWN	35	M	H	10/10/44	10:30	NEW YORK	ARRIVED
MARY J. BROWN	32	F	W	10/10/44	10:30	NEW YORK	ARRIVED
JOHN J. BROWN	35	M	H	10/10/44	10:30	NEW YORK	ARRIVED
MARY J. BROWN	32	F	W	10/10/44	10:30	NEW YORK	ARRIVED

PLANTATION COLONY
A CONDOMINIUM
PHASE II



UNIT - C-8L



UNIT - C-BU

[illegible]

THE UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D. C. 20535

TYPE 'B.2' - FLOOR PLAN

D E A T H S

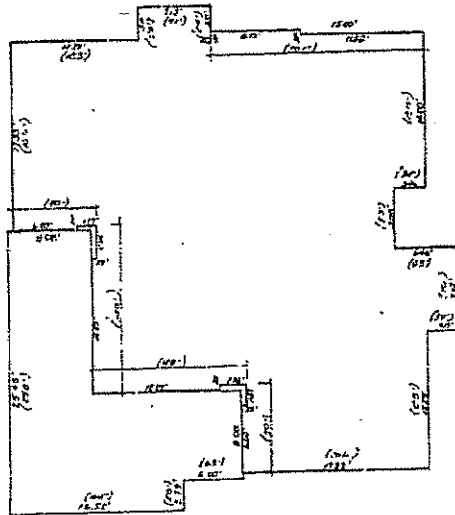
MICHAEL & PURMOET & ASSOCIATES INC.
LAND SURVEYORS • PLANNERS
1000 UNIVERSITY BLVD., SUITE 1000, BIRMINGHAM, ALABAMA 35203

EXHIBIT "C"

[illegible]

B4041 P0567

PLANTATION COLONY A CONDOMINIUM PHASE II



ELEVATIONS (Indicated)
FINISH FLOOR - 11' 0" (Indicated)
FINISH CEILING - 11' 0" (Indicated)

UNIT - C-5

TYPE 'B-1' - FLOOR PLAN

UNIT - C-5
TYPE 'B-1' - FLOOR PLAN
UNIT - C-5
TYPE 'B-1' - FLOOR PLAN

MICHAEL G. FURMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
1504 N. HILLCREST BLVD. SUITE 101, WEST PALM BEACH, FLORIDA 33411
(407) 833-1111

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 37 OF 82

NO.	DESCRIPTION	DATE	BY
1	REVISION		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
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34	REVISION		
35	REVISION		
36	REVISION		
37	REVISION		

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

89 078915

1983 MAY -2 PM 12:58

8932 R1359

CORRECTIVE

AMENDMENT TO DECLARATION OF CONDOMINIUM

TO

PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM

As Recorded in O.R. Book 3861, Page 1,
Palm Beach County Public Records.

THIS AMENDMENT, to the Declaration of Condominium for PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM, made by ARVIDA CORPORATION (the "Developer"), a Delaware corporation, for itself, its successors and assigns:

WITNESSETH THAT:

WHEREAS, on January 10, 1983, Developer executed the Declaration of Condominium for Plantation Colony of Boca West, a Condominium (the "Condominium"), which was filed for record January 13, 1983, and is recorded in Official Records Book 3861, at Page 1, of Palm Beach County, Florida (the "Declaration"), and

WHEREAS, Paragraph F of Article XI of the Declaration authorizes Developer, without joinder or consent of Unit Owners or the Condominium Association, to amend the Declaration for the purpose of correcting a defect, error or omission in the Declaration not materially or adversely affecting the rights of owners, lienors, or mortgagees; and

WHEREAS, the Site Plans and Surveys attached to the Declaration as Exhibits "B" and "C" include a note excluding from the Surveyor's certifications any representations concerning survey information pertaining to easements, rights-of-way, setback lines, reservations, agreements and other similar matters, and Developer desires to eliminate the exclusionary note from the Site Plans and Surveys; and

WHEREAS, for the purpose of eliminating any ambiguity as to the surveyor's certifications of the site plans and surveys, the Developer deems it advisable to supplement and amend the Declaration and Exhibits thereto,

WHEREAS, the Declaration, as recorded, inadvertently failed to include Exhibit "E", as the same was distributed to the purchasers of units at the time of their execution of contracts for sale and purchase, and as the same was filed with the Division of Florida Land Sales and Condominiums pursuant to Chapter 718, Florida Statutes; and

NOW, THEREFORE, in consideration of the premises, and pursuant to Article XI, Paragraph F, of the Declaration, Developer hereby amends the Declaration as follows:

1. Attached hereto and made a part hereof and of the Declaration are revised Exhibits "B" and "C" to the Declaration, certified by Michael G. Purmort, Florida Registered Land Surveyor, Certificate No. 2720, dated April 25, 1983, certifying that there can be determined from the wording of the Declaration and the Exhibits annexed to the Declaration as a part thereof, the identification, location, dimensions and size of the Common Elements and of each unit of the Condominium. Exhibits "B" and "C" contained in the Declaration, as originally executed and recorded in O.R. Book 3861, Pages 46-51 and 53-134, are hereby superceded and replaced in their entirety by the revised Exhibits attached to this Amendment.

This instrument was prepared by J. Herman Danco
for GOLD COAST TITLE COMPANY WEST
5530 Glades Road, D-1
Boca Raton, Florida 33431

This instrument was prepared by:
Jeri Poller, Esq.
Arvida Corporation
5550 Glades Road
Boca Raton, Florida
33432

83 078915

1983 MAY -2 PM 12:58

83932 R1359

CORRECTIVE

AMENDMENT TO DECLARATION OF CONDOMINIUM

TO

PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM

As Recorded in O.R. Book 3861, Page 1,
Palm Beach County Public Records.

THIS AMENDMENT, to the Declaration of Condominium for PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM, made by ARVIDA CORPORATION (the "Developer"), a Delaware corporation, for itself, its successors and assigns:

WITNESSETH THAT:

WHEREAS, on January 10, 1983, Developer executed the Declaration of Condominium for Plantation Colony of Boca West, a Condominium (the "Condominium"), which was filed for record January 13, 1983, and is recorded in Official Records Book 3861, at Page 1, of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, Paragraph F of Article XI of the Declaration authorizes Developer, without joinder or consent of Unit Owners or the Condominium Association, to amend the Declaration for the purpose of correcting a defect, error or omission in the Declaration not materially or adversely affecting the rights of owners, lienors, or mortgagees; and

WHEREAS, the Site Plans and Surveys attached to the Declaration as Exhibits "B" and "C" include a note excluding from the Surveyor's certifications any representations concerning survey information pertaining to easements, rights-of-way, setback lines, reservations, agreements and other similar matters, and Developer desires to eliminate the exclusionary note from the Site Plans and Surveys; and

WHEREAS, for the purpose of eliminating any ambiguity as to the surveyor's certifications of the site plans and surveys, the Developer deems it advisable to supplement and amend the Declaration and Exhibits thereto,

WHEREAS, the Declaration, as recorded, inadvertently failed to include Exhibit "E", as the same was distributed to the purchasers of units at the time of their execution of contracts for sale and purchase, and as the same was filed with the Division of Florida Land Sales and Condominiums pursuant to Chapter 718, Florida Statutes; and

NOW, THEREFORE, in consideration of the premises, and pursuant to Article XI, Paragraph F, of the Declaration, Developer hereby amends the Declaration as follows:

1. Attached hereto and made a part hereof and of the Declaration are revised Exhibits "B" and "C" to the Declaration, certified by Michael G. Purmort, Florida Registered Land Surveyor, Certificate No. 2720, dated April 25, 1983, certifying that there can be determined from the wording of the Declaration and the Exhibits annexed to the Declaration as a part thereof, the identification, location, dimensions and size of the Common Elements and of each unit of the Condominium. Exhibits "B" and "C" contained in the Declaration, as originally executed and recorded in O.R. Book 3861, Pages 46-51 and 53-134, are hereby superceded and replaced in their entirety by the revised Exhibits attached to this Amendment.

This instrument was prepared by J. Herman Dancy
for GOLD COAST TITLE COMPANY WEST
5530 Glades Road, D-1
Boca Raton, Florida 33431

This instrument was prepared by:
Jeri Poller, Esq.
Arvida Corporation
5550 Glades Road
Boca Raton, Florida
33432

2. Attached hereto and made a part hereof and of the Declaration is Exhibit "E", setting forth the undivided share in the Common Elements and in the Common Surplus of the Condominium appurtenant to each unit. Developer warrants and affirms that the Exhibit "E" attached hereto is identical in form of substance to the Exhibit which was appended to Condominium Documents which were distributed to all purchasers of units in the Condominium in connection with their execution of agreements for sale and purchase, and to the Exhibit "E" heretofore filed with the Division of Florida Land Sales and Condominiums under Filing No. 1P09152.

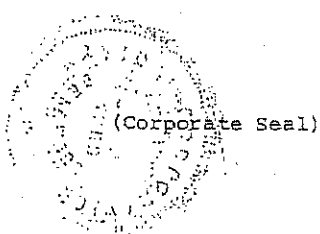
3. This Amendment to the Declaration constitutes an amendment authorized by Article XI, Paragraph F, of the Declaration, and is made for the purpose of clarifying the surveyor's certification of the Declaration and its Exhibits and appending Exhibit "E" to the recorded Declaration. Developer hereby ratifies, approves and confirms the Declaration, as amended hereby, and declares that, as amended hereby, the same remains in full force and effect in every respect.

4. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration, the revised Exhibits "B" and "C" and Exhibit "E", attached hereto shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration of Condominium of Plantation Colony of Boca West, a Condominium, as recorded in Official Records Book 3861, at Page 1, of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to the Declaration of Condominium of Plantation Colony of Boca West, a Condominium to be executed, and its corporate seal to be hereunto affixed, by its undersigned, duly authorized officers, this 28th day of April, 1983.

ARVIDA CORPORATION

By: Frank J. Wilson
Vice President



ATTEST:

Jen Potter
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

B3932 R1360

The foregoing Amendment to Declaration of Condominium of Plantation Colony of Boca West, a Condominium was acknowledged before me this 28th day of April, 1983, by Frank J. Wilson and Jen Potter who are the Vice President and Assistant Secretary respectively of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.

My commission expires:

Dea F. J. Wilson
NOTARY PUBLIC, State of Florida
MY COMMISSION EXPIRES FEB 15, 1986
BONDED THRU GENERAL INS. UNDERWRITERS

JUN-22-1989 12:38pm 89-176730

ORB 6106 Pg 1227

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF
PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.
AMENDING THE BY-LAWS OF SAID ASSOCIATION AS RECORDED
IN O.R. BOOK 3861, AT PAGE 0154, ET SEQ.

WHEREAS, all unit owners of Plantation Colony of Boca West Condominium Association, Inc., were duly notified in writing of the date, time and place of the Annual Members Meeting; were provided with copy of all proposals for amendments to the Association's By-Laws to be voted upon at the Annual Members Meeting; were provided with proper opportunity to designate voting rights and assign proxy; and

WHEREAS, a quorum was present at the Annual Members Meeting held at 3:00 P.M., at Lang Management Corporate Office, 5295 Town Center Road, Suite 200, Boca Raton, Florida 33486, on April 3, 1989; and

WHEREAS, proposed amendment to Article V of the By-Laws, attached hereto and made a part hereof as Exhibit "A", was approved by one-third (1/3) of all votes of the entire membership.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC., BOCA RATON, FLORIDA:

That the proposed amendment to Article V of the By-Laws, attached hereto as Exhibit "A" and made a part hereof, has been approved by one-third (1/3) of all votes of the entire membership in the Association during the Members Meeting, and that said proposal, as written, now becomes an amendment to the By-Laws recorded in Official Records Book 3861, Page 0154 et seq. of the Public Records of Palm Beach County, Florida and shall be appended thereto.

PASSED AND ADOPTED THE 3 day of April, 1989.

PLANTATION COLONY OF BPCA
WEST CONDOMINIUM ASSOCIATION,
INC.

ATTEST:

BY

ITS. PRESIDENT

BY

ITS. SECRETARY

STATE OF FLORIDA
COUNTY OF PALM BEACH

PERSONALLY appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, LYNNE AGAN, President and BERNARD KLOTZ, Secretary, who, after being duly sworn, depose and say that they have read the foregoing by them subscribed and that the facts contained therein are true and correct and that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF dated this 1 day of June

Charles R. Luch
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 30, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

AMENDMENTS TO BY-LAWS
OF PLANTATION COLONY OF BOCA WEST
CONDOMINIUM ASSOCIATION, INC.

PROPOSED AMENDMENT FIVE:

II. MEMBERSHIP, VOTING, QUORUM, PROXIES

A. (unchanged)

B. A quorum at meetings of Members shall consist of persons entitled to cast a ~~majority~~ one-third (1/3) of the votes of the entire membership. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. (unchanged)

D. (unchanged)

E. (unchanged)

PROPOSED AMENDMENT SIX:

IX. AMENDMENTS TO BY-LAWS:

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. (unchanged)

B. (unchanged)

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than ~~two-thirds~~ a majority of the Units in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within ~~fifteen (15)~~ sixty (60) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

D. (unchanged)

E. (unchanged)

Additions in text are indicated by underline; deletions by ~~strike-outs~~.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

✓
FELDMAN, MALLINGER & BROWN, P.A.

This instrument prepared by:
and Return to:
Keith Backer, Esq.
138 E. Boca Raton Road
Boca Raton, FL 33432

CERTIFICATE OF AMENDMENT
TO THE AMENDED
DECLARATION OF MAINTENANCE COVENANTS
FOR
BOCA WEST

THIS CERTIFICATE OF AMENDMENT TO THE AMENDED DECLARATION OF MAINTENANCE COVENANTS FOR BOCA WEST is made this 23 day of June, 1999, by BOCA WEST MASTER ASSOCIATION, INC., ("Association") a Florida not-for-profit corporation, as follows:

WITNESSETH:

WHEREAS, on September 10, 1972, the Declaration of Maintenance Covenants for Boca West ("Declaration") was recorded in Official Records Book 2057, Page 112 of the Public Records of Palm Beach County, Florida, (the "Declaration"); and

WHEREAS, on April 22, 1974, an Amended Declaration of Maintenance Covenants for Boca West was recorded in Official Records Book 2295, Page 192 of the Public Records of Palm Beach County, Florida (the "Amendment"); and

WHEREAS, on November 9, 1981, an Amendment to the Declaration of Maintenance Covenants for Boca West was recorded in Official Records Book 3624, Page 1252 of the Public Records of Palm Beach County, Florida; and

WHEREAS, on February 17, 1998, an Amendment to the Declaration of Maintenance Covenants for Boca West was recorded in Official Records Book 10232, Page 1373 of the Public Records of Palm Beach County, Florida; and

WHEREAS, pursuant to Florida Statute Section 617.306(1)(b), the Declaration may be amended by the affirmative vote of two-thirds (2/3) of the voting interests in the Association; and

WHEREAS, in excess of two-thirds (2/3) of the members of the Boca West Master Association, Inc., a Florida not-for-profit corporation, have voted by written consent to amend the Declaration; and

NOW, THEREFORE, the Association hereby amends the Declaration by adding the following language to the existing text:

No member (village or Lot Owner, jointly or severally, except the Country Club and except for leasing residential property for residential use) may sell, lease or otherwise allow the use of such member's (Village's) property, by persons or entities other than the Member (Village) or Lot Owners and their guests.



The installation of telecommunications devices by member village associations or other individuals or entities which are intended to serve individuals or areas other than only those residents of Boca West are strictly prohibited. Included in this prohibition are cellular phone towers, satellite dishes (other than those specifically authorized by law), generating devices, transmitters, aeriads and any other similar type device, without limitation. No license, lease, easement or other right may be conveyed to any individual or entity to authorize the installation of any such prohibited device.

IN WITNESS WHEREOF, the undersigned have set their hands and seal as to the date written above.

Signed, sealed and delivered
In the presence of:

BOCA WEST MASTER ASSOCIATION, INC.,
a Florida not-for-profit corporation

Print Name: Michael E. Orr

By: [Signature]

Its: President

Print Name: Wilson Martin

Attest: [Signature]

Ass. Secretary

[CORPORATE SEAL]

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

The foregoing instrument was acknowledged before me this 23 day of JUNE, 1999 by JERRY KRAMER and MARILYN PAKER, as President and Assistant Secretary, respectively, of BOCA WEST MASTER ASSOCIATION, INC. They are personally known to me or have produced _____ as identification.

[Signature]
NOTARY PUBLIC

COMMISSION EXPIRES: 8/22/99

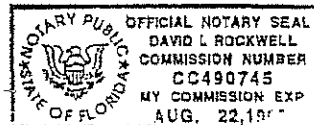
COMMISSION NUMBER: _____



PALM BEACH COUNTY - STATE OF FLORIDA
I hereby certify that the foregoing is a
true copy of the record in my office.

This 23 Day of June, 1999
DOROTHY H. WILKEN
Clerk of Circuit Court

By: [Signature]



ORR 10232 Pg. 1373

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF MAINTENANCE COVENANTS
FOR
BOCA WEST MASTER ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF MAINTENANCE COVENANTS FOR BOCA WEST MASTER ASSOCIATION, INC. (the "Association") is made this 12 day of February, 1998, by BOCA WEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, as follows:

WITNESSETH:

WHEREAS, on September 10, 1972, the Declaration of Maintenance Covenants for Boca West ("Declaration") was recorded in Official Records Book 2057, Page 112 of the Public Records of Palm Beach County, Florida; (the "Declaration"); and

WHEREAS, on April 22, 1974, an Amended Declaration of Maintenance Covenants for Boca West was recorded in Official Records Book 2295, Page 192 of the Public Records of Palm Beach County, Florida (the "Amendment"); and

WHEREAS, on November 9, 1981, an Amendment to the Declaration of Maintenance Covenants for Boca West was recorded in Official Records Book 3624, Page 1252 of the Public Records of Palm Beach County, Florida; and

WHEREAS, pursuant to Florida Statute Section 617.306(1)(b), the Declaration may be amended by the affirmative vote of two-thirds (2/3) of the voting interests in the Association; and

WHEREAS, two-thirds (2/3) of the members of the Boca West Master Association, Inc., a Florida not-for-profit corporation, have voted by written consent, to amend the Declaration; and

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Article VII, ARCHITECTURAL CONTROL shall be, and is hereby amended as follows:

"No structure or improvement, including without limitation buildings, fences, walls, signs, swimming pools, boathouses, docks, aerals, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any Lot nor shall any addition to or change or alteration therein be made until the plans, specifications, and location of the same shall have been submitted to and

approved in writing, as to harmony of external design, location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by the Architectural Control Committee thereof, which approval or disapproval shall be dispositive and shall take precedence over the approval or disapproval, if any, of any property owner's association for the area in which any such Lot is located."

IN WITNESS WHEREOF, the undersigned have set their hands and seal as to the date written above.

Signed, sealed and delivered
in the present of:

BOCA WEST MASTER ASSOCIATION, INC.,
a Florida not-for-profit corporation

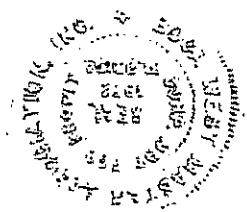
Michael E. Ort
Print Name: Michael E. Ort

By: William Raymond
Its: V.P. / Executive Director

Maureen Pamer
Print Name: William F. Pamer

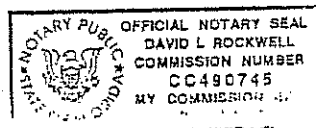
Attest: Maureen Pamer
Asst. Secretary

[CORPORATE SEAL]



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

The foregoing instrument was acknowledged before me this 12 day of FEBRUARY, 1998 by WILLIAM RAYMOND and MAUREEN PAMER, as President and Secretary, respectively, of BOCA WEST MASTER ASSOCIATION, INC. They are personally known to me or have produced _____ as identification.



David L. Rockwell
NOTARY PUBLIC
COMMISSION EXPIRES: 12/31/99
COMMISSION NUMBER: _____

40785
AMENDED DECLARATION OF
MAINTENANCE COVENANTS
FOR
BOCA WEST

74 APR 22 PM 3:36

THIS DECLARATION, amending that certain Declaration dated August 2, 1972 and recorded September 18, 1972, in Official Records Book 2057, Page 112, Public Records of Palm Beach County, Florida, is made this 18th day of April, A.D., 1974 by ARVIDA CORPORATION, a Delaware corporation, hereinafter called "Developer", which declares that the real property described in Exhibit A, which is owned by Developer, hereinafter called "Boca West", is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to Boca West Maintenance Association, Inc., a Florida corporation not for profit, the Charter and By-Laws of which are attached hereto and made a part hereof as Exhibits B and C. This is the Declaration of Maintenance Covenants for Boca West to which the Articles of Incorporation and By-Laws of the Association make reference.

(b) "Developer" shall mean and refer to Arvida Corporation, its successors or assigns.

(c) "Boca West" shall mean and refer to the real property described in Exhibit A attached hereto.

(d) "Lot" shall mean and refer to any platted subdivision lot or parcel and any condominium dwelling unit in any condominium in the property described in Exhibit A attached hereto.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of Boca West, including contract sellers (but not contract purchasers) and Developer.

(f) "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the members.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. LEGAL DESCRIPTION. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, is legally described on Exhibit A, attached hereto, all of which real property shall hereinafter be referred to as "Boca West". Said property is subject to the Master Plan for Development of Boca Raton West on file with Palm Beach County, Florida, pursuant to its Planned Unit Development Ordinance.

ARTICLE III

PROPERTY RIGHTS

Section 1. **TITLE TO COMMON AREA.** The Developer will convey, at such time as it in its sole discretion deems appropriate, the title to the roads, lake bottoms and other areas (exclusive of golf courses or other areas to be retained by Developer) which are for the use and benefit of all of the Owners of property in Boca West, subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record and for drainage and public utilities, and to perpetual non-exclusive easements for ingress to and egress from Developer's property in Boca West for Developer, its invitees, licensees, successors and assigns. Any roads, lake bottoms and other areas which are for the use and benefit of only the Owners of a particular area may, at the discretion of the Developer, be conveyed to a property owner's association for such area.

Section 2. **OWNERS' EASEMENTS OF ENJOYMENT.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) the right of either the Developer or of the Association (in accordance with its Articles and By-Laws), whichever holds title to the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties;

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(d) all provisions of this Declaration, any plat of all or any part of the property in Boca West, and the Articles and By-Laws of the Association;

(e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

(f) restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting.

ARTICLE IV

MAINTENANCE ASSOCIATION

The Developer has caused to be incorporated pursuant to Chapter 517, Florida Statutes, a corporation not for profit known as BOCA WEST MAINTENANCE ASSOCIATION, INC., in accordance with the Articles of Incorporation of which a copy is annexed hereto as Exhibit B and made a part hereof by reference. The Articles of Incorporation of said Maintenance Association, and its By-Laws, of which a copy is annexed hereto as Exhibit C and made a part hereof by reference, authorize, in its discretion, its dissolution in the event of annexation of the land comprising Boca West by a municipality, and provide for the exercise of architectural control of improvements constructed in Boca West.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF THE ASSESSMENTS.** The Developer, for each Lot owned by it within Boca West, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not is shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessments or charges, (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance

assessments (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the rate of 10% per annum and costs of collection thereof including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in Boca West and in particular for the improvement and maintenance of the Common Area, including, but not limited to, the cost of street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. MAXIMUM ANNUAL ASSESSMENTS. Except as herein provided, the annual assessment, including funds for special improvement projects, and for capital improvements, shall in no event exceed three (3) mills of the assessed value of Boca West as determined on a yearly basis by the tax assessor of Palm Beach County, Florida. The Board of Directors of the Association shall fix the assessments, which shall be payable annually, in advance, in accordance with the projected financial needs of the Association. This maximum does not apply to the assessment for exterior maintenance provided for hereinafter. The Board of Directors may, in its complete and sole discretion, exempt all the Lots in a platted subdivision or all the dwellings in a condominium for such portion or portions of the assessment as are applicable to roads or other parcels of Common Area not benefitting such Lots or dwellings. By the vote of 2/3 of the members of the Board of Directors of the Association, the maximum amount of the assessments may be varied from the amount hereinabove set forth.

Section 4. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The annual assessments shall be payable in advance, in periodic installments if so determined by said Board.

The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 5. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing of the date of commencement thereof.

Notwithstanding any other provision herein contained, the Board of Directors may cooperate with any property owner's association in any area of Boca West and/or with any condominium association which administers the affairs of a condominium located in Boca West, in the collection of assessments. The assessments provided for herein may be collected for and remitted to the Association by any such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE LIEN; REMEDIES OF ASSOCIATION. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 7. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a Lot) now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 8. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all land in Boca West to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area as defined in Article I hereof; (c) all properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. EXTERIOR MAINTENANCE. In addition to maintenance upon the Common Area, the Association may provide exterior maintenance upon any structure on any Lot needing same in the Association's opinion, including paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, provided, however, that to the extent such maintenance is provided by a property owner's association for the area in which any such Lot is located, such maintenance shall not be duplicated by the Association.

Section 2. ASSESSMENT OF COST. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Lot and obligation of the Owner and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association.

Section 3. ACCESS AT REASONABLE HOURS. For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any living unit at reasonable hours on any day except Saturday or Sunday.

ARTICLE VII

ARCHITECTURAL CONTROL

No structure or improvement, including without limitation buildings, fences, walls, swimming pools, boathouses, docks, aerials, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any Lot nor shall any addition to or change or alteration therein be made until the plans, specifications, and location of the same shall have been submitted to and approved in writing, as to harmony of external design.

location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by the architectural control committee thereof, which approval or disapproval shall be dispositive and shall take precedence over the approval or disapproval, if any, of any property owner's association for the area in which any such lot is located.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. **DURATION.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns; provided, however, the same may be changed by the Association in accordance with procedures authorized by the Planned Unit Development Ordinance of Palm Beach County, Florida, as the same exists from time to time.

Section 2. **NOTICES.** Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. **ENFORCEMENT.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 5. **SUBDIVISION USE RESTRICTIONS.** Subdivision use restrictions may be filed in connection with any plat of all or any part of Boca West provided same do not conflict with the provisions hereof.

Section 6. **EFFECTIVE DATE.** This Declaration shall become effective upon recordation of this Declaration in the Public Records of Palm Beach County, Florida.

ARTICLE XI

CENTRAL TELECOMMUNICATION RECEIVING AND DISTRIBUTION SYSTEM

Developer hereby reserves unto itself, its successors and assigns, an exclusive easement for installing, maintaining and supplying the services of any central telecommunication receiving and distribution system serving Boca West. Developer reserves to itself, its successors and assigns, the right to connect any central telecommunication receiving and distribution system to such source as Developer may in its sole discretion deem appropriate, including, without limitation, companies licensed to provide CATV service in Palm Beach County, Florida, for which service Developer, its successors and assigns, shall have the right to charge the Association and/or individual Lot Owners a reasonable fee not to exceed the maximum allowable charge for CATV service to single family residences as from time to time defined by the Code of Laws and Ordinances of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name by its undersigned, duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

ARVIDA CORPORATION

By: 



ATTEST:



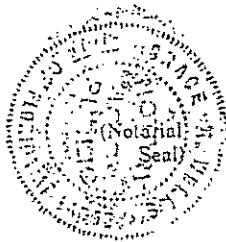
(Corporate
Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared David L. Smith

and Alan T. Brown, who are the Vice President and Asst. Secretary, respectively, of ARVIDA CORPORATION, a Delaware corporation, and acknowledged before me that they executed the foregoing Amended Declaration of Maintenance Covenants for Boca West in the name of and on behalf of said corporation, affixing the corporate seal of said corporation thereto; that as such corporate officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 19th day of April, 1974.



Grace M. Weiss
Notary Public, State of Florida at Large
My Commission Expires: 12/31/2007
I AM A MEMBER OF THE FLORIDA NOTARY ASSOCIATION
I AM A MEMBER OF THE FLORIDA REAL ESTATE ASSOCIATION

EXHIBIT A

BEGINNING at the intersection of the North Right-of-way line of S. R. 808 and the East line of said Section 16; thence S. 89° 45' 30" W., along said North Right-of-way line, a distance of 3613.73 feet to a point of curvature; thence with a curve to the left with a radius of 1950.08 feet, an arc distance of 305.82 feet; subtended by an angle of 8° 55' 14" to a point; thence N. 71° 30' 00" W., a distance of 580.00 feet to a point; thence N. 60° 41' 10" W., a distance of 425.04 feet to a point on the East Right-of-way line of the Turnpike; thence N. 0° 43' 22" W., along the said Right-of-way line, a distance of 810.00 feet to a point; thence N. 89° 33' 39" E., a distance of 116.01 feet to a point; thence N. 0° 43' 22" W., a distance of 651.28 feet to a point; thence N. 13° 15' 57" W., a distance of 304.42 feet to a point; thence N. 40° 25' 02" W., a distance of 304.42 feet to a point; thence N. 53° 38' 55" W., a distance of 200.00 feet to a point; thence N. 42° 25' 54" W., a distance of 200.00 feet to a point; thence N. 9° 45' 13" W., a distance of 298.48 feet to a point; thence S. 89° 00' 30" W., a distance of 50.00 feet to a point on the West line of Section 16; thence N. 0° 59' 30" W., along said Section line, a distance of 1017.45 feet to a point, said point being the Northwest corner of said Section 16; thence N. 0° 37' 30" W., along the West line of Section 9, a distance of 5294.65 feet to a point, said point being 110.00 feet South of the Northwest corner of said Section 9; thence N. 89° 58' 40" E., along a line 110.00 feet South of and parallel to the North line of said Section 9, a distance of 4660.72 feet to a point on the West line of the E. 1/4 of the N.E. 1/4 of the N.E. 1/4 of said Section; thence S. 1° 03' 27" E., along said West line, a distance of 1228.52 feet to a point; thence N. 88° 49' 11" E., a distance of 667.23 feet to a point on the East line of Section 9; thence S. 1° 07' 11" E., along said East line, a distance of 1336.66 feet to the East 1/4 corner of said Section; thence S. 1° 15' 55" E., along said East line, a distance of 1354.12 feet to a point, said point being the Southeast corner of the N. 1/4 of the S.E. 1/4 of said Section 9; thence N. 89° 34' 03" E., along the South line of the N. 1/4 of the S.W. 1/4 of Section 10, a distance of 2193.30 feet to a point on a curve; thence South and East along a curve to the left from a Tangent bearing of S. 1° 08' 09" E., with a radius of 1963.00 feet, an arc distance of 971.70 feet subtended by an angle of 28° 21' 43" to a point of reverse curve; thence with a curve to the right from a tangent bearing of S. 29° 29' 52" E., with a radius of 1657.00 feet an arc distance of 943.40 feet, subtended by an angle of 29° 06' 26" to a point of tangency, said point being 53.00 feet West of the East line of the N.W. 1/4 of Section 15 and 456.72 feet from the North 1/4 corner of said Section 15; thence S. 0° 23' 26" E., along a line 53.00 feet West of and parallel to said 1/4 Section line, a distance of 2220.78 feet to a point; thence S. 0° 25' 37" E., a distance of 1243.35 feet to a point, said point being on the North Right-of-way line of S.R. 808; thence S. 89° 10' 00" W., along said North Right-of-way line, a distance of 2638.37 feet, more or less to the Point of Beginning; and containing 1392.5 Acres more or less, and subject to easements and right-of-ways of record; being a tract of land located within Sections 9, 10, 15 and 16, Township 47 South, Range 42 East, Palm Beach County, Florida.

AMENDMENT TO DECLARATION
OF
MAINTENANCE COVENANTS FOR BOCA WEST

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by Declaration of Maintenance Covenants dated August 2, 1972, filed for record September 18, 1972, and recorded in Official Records Book 2057, at Page 112, of the Public Records of Palm Beach County, Florida, as Amended by Instrument recorded in Official Records Book 2295, at Page 192, of the Public Records of Palm Beach County, Florida, ARVIDA CORPORATION (the "Developer"), a Delaware corporation authorized to transact business in the State of Florida, imposed upon property ("Boca West") therein described covenants, restrictions, easements, charges and liens subject to which Boca West is to be held, transferred, sold, conveyed and occupied; and

WHEREAS, Developer has been advised that the legal description of Boca West, as originally recorded, is in part inaccurate; and

WHEREAS, no specific provision is made in the Declaration for Amendment to the terms thereof; and

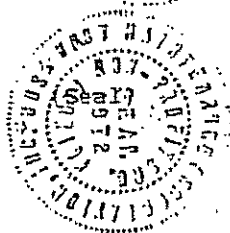
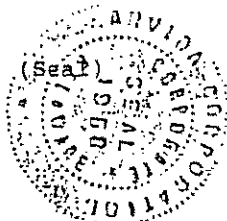
WHEREAS, a majority of the members of the Boca West Maintenance Association, Inc., a Florida corporation not for profit, have voted, at a meeting of the Association duly called and held, to amend the Declaration to correct the legal description of Boca West.

NOW THEREFORE, in consideration of the premises, the Declaration is amended as follows:

1. Exhibit A to the Declaration setting forth the legal description of Boca West, is hereby deleted in its entirety and the Exhibit A attached hereto and made a part hereof is substituted in its place and stead.

2. Except as modified and amended hereby, the Declaration shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, this Amendment to the Declaration of Maintenance Covenants for Boca West has been executed by Arvida Corporation, a Delaware corporation, as the Developer of Boca West, and by Boca West Maintenance Association, Inc. on this 4th day of November, 1981.



ARVIDA CORPORATION

By [Signature]
Vice President

Attest [Signature]
Assistant Secretary

BOCA WEST MAINTENANCE ASSOCIATION, INC.

By [Signature]
President

Attest [Signature]
Secretary

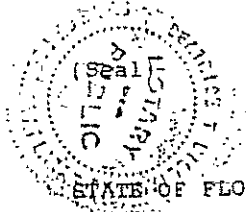
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B3624 P1252

STATE OF FLORIDA :
SS.
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 4th
day of November, 1981, by Norman A. Cortese and Joan C.
Styers, as Vice President and Assistant Secretary, respectively,
of Arvida Corporation, a Delaware corporation, on behalf of the
corporation.

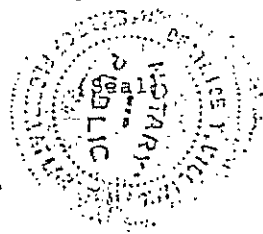


Patricia J. Williams
Notary Public
State of Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 13, 1982
Bonded Thru General Ins. Underwriters

STATE OF FLORIDA :
SS.
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 4th
day of November, 1981, by Coleman C. Kicklighter and James
J. Cohee, as President and Secretary, respectively, of Boca West
Maintenance Association, Inc., a Florida corporation not for
profit, on behalf of the corporation.



Patricia J. Williams
Notary Public
State of Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 13, 1982
Bonded Thru General Ins. Underwriters

B3624 P1253

EXHIBIT A

Being a tract of land located within Sections 9, 10, 15 and 16, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the intersection of the North right of way line of S.R. 808 and the East line of said Section 16; thence South 89° 45' 30" West, along said North right of way line, a distance of 3639.72 feet to a point of curvature; thence with a curve to the left with a radius of 1950.08 feet, an arc distance of 235.06 feet; subtended by an angle of 06° 54' 23" to a point; thence North 76° 16' 39" West, a distance of 450.04 feet to a point; thence North 61° 47' 27" West, a distance of 501.73 feet to a point; thence North 43° 50' 54" West, a distance of 501.73 feet to a point on the East right of way line of the Turnpike; thence North 00° 41' 53" West, along the said right of way line, a distance of 628.19 feet to a point; thence North 89° 37' 21" East, a distance of 116.01 feet to a point; thence North 00° 41' 53" West, a distance of 651.28 feet to a point; thence North 13° 14' 28" West, a distance of 304.42 feet to a point; thence North 40° 23' 33" West, a distance of 304.42 feet to a point; thence North 53° 37' 26" West, a distance of 200.00 feet to a point; thence North 42° 24' 25" West, a distance of 200.00 feet to a point; thence North 09° 43' 44" West, a distance of 298.48 feet to a point; thence South 89° 01' 59" West, a distance of 50.00 feet to a point on the West line of Section 16; thence North 00° 58' 01" West along said Section line, a distance of 1017.45 feet to a point, said point being the Northwest corner of said Section 16; thence North 00° 36' 01" West, along the West line of Section 9, a distance of 5294.99 feet to a point, said point being 110.00 feet South of the Northwest corner of said Section 9; thence North 89° 59' 16" East along a line 110.00 feet South of and parallel to the North line of said Section 9, a distance of 4661.78 feet to a point on the West line of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section; thence South 01° 01' 03" East, along said West line, a distance of 1228.63 feet to a point; thence North 89° 51' 22" East, a distance of 667.22 feet to a point on the East line of Section 9; thence South 01° 04' 39" East, along said East line, a distance of 1336.85 feet to the East 1/4 corner of said Section; thence South 01° 04' 38" East, along said East line, a distance of 1335.03 feet to a point, said point being the Southeast corner of the North 1/2 of the Southeast 1/4 of said Section 9; thence North 89° 34' 54" East, along the South line of the North 1/2 of the Southwest 1/4 of Section 10, a distance of 2201.23 feet to a point on a curve; thence South and East along a curve to the left from a Tangent bearing of South 02° 01' 30" East, with a radius of 1963.00 feet, an arc distance of 941.65 feet subtended by an angle of 27° 29' 05" to a point of reverse curve; thence with a curve to the right from a tangent bearing of South 29° 30' 35" East, with a radius of 1857.00 feet an arc distance of 943.39 feet, subtended by an angle of 29° 06' 26" to a point of tangency, said point being 53.00 feet West of East line of the Northwest 1/4 of Section 15 and 456.72 feet from the North 1/4 corner of said Section 15; thence South 00° 24' 09" East, along a line 53.00 feet West of and parallel to said 1/4 Section line, a distance of 3478.00 feet to a point, said point being on the North right of way line of S.R. 808; thence South 89° 10' 15" West, along said North right of way line, a distance of 2639.38 feet; thence South 89° 45' 30" West, along said North right of way line, a distance of 0.65 feet more or less to the Point of Beginning.

B3624 P1254

ARTICLES OF INCORPORATION
OF
PLANTATION COLONY OF BOCA WEST
CONDOMINIUM ASSOCIATION, INC.
A Corporation Not For Profit

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the corporation shall be:

Plantation Colony of Boca West Condominium
Association, Inc. (the "Association").

II.

The purposes and objects of the Association shall be to administer the operation and management of Plantation Colony of Boca West, a Condominium, (the "Condominium"), to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon land situated in Palm Beach County, Florida described on Exhibit "A" attached hereto, and if and when each additional Phase(s) is added to the condominium upon land situated in Palm Beach County, Florida, described on Exhibit "A" attached hereto, and to perform the acts and duties incident to operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the By-Laws of the Association which will be adopted (the "By-Laws"), and the Declaration of Condominium of the Condominium (the "Declaration"), which will be recorded in the Public Records of Palm Beach County, Florida, when the Land, and the improvements now and to be constructed thereon, are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the Land, the improvements and such other property, real and/or personal, as may be or become party of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

III.

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Units, Common Elements, and Limited Common Elements in and of the Condominium, as such terms will be defined in the Declaration.

2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium, as will be provided in the Declaration and the By-Laws; including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.

5. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing use of the Condominium which may hereafter be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

7. Delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act to any other person, entity or association.

IV.

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

A. The owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV, hereof.

B. Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

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C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

D. On all matters on which the membership shall be entitled to vote, there shall be one, and only one, vote for each Unit in the Condominium, which vote may be exercised or cast by the owner(s) of each Unit as will be provided for in the By-Laws. Should any member own more than one Unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit, in the manner which will be provided by the By-Laws.

E. Until such time as the Land, and the improvements now and to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Palm Beach County, Florida, the membership of the Association shall be comprised of the Subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V.

The Association shall have perpetual existence.

VI.

The principal office of the Association shall be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

VII.

The affairs of the Association shall be managed by the President of the Association assisted by the Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

VIII.

The number of members on the first Board of Directors shall be five. The number of members of succeeding Boards of Directors shall be provided for from time to time by the By-Laws, and they shall be elected by the members of the Association at the annual meetings of the membership as provided by the By-Laws. At least a majority of the members of all succeeding Boards of Directors shall be members of the

Association or shall be authorized representatives, officers or employees of a corporate member of the Association. The Developer shall have the right to elect, in the manner to be provided in the By-Laws, all members in the Board of Directors which Unit owners other than the Developer are not entitled to elect. When Unit owners other than Arvida Corporation ("Developer") own fifteen percent (15%) of the Units that ultimately may be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, not less than a majority of the members of the Board of Directors three years after sales by the Developer have been closed of fifty percent (50%), but less than ninety percent (90%), of the Units that may be operated ultimately by the Association, or three months after sales have been closed by the Developer of ninety percent (90%) of the Units that ultimately may be operated by the Association and none of the others are being offered for sale by the Developer in the ordinary course of business, or when some of the Units have been conveyed to purchasers and none of the others are being offered for sale in the ordinary course of business, whichever shall first occur. As long as the Developer holds for sale in the ordinary course of business at least 5% of the Units in the Condominiums ultimately to be operated by the Association, Developer shall be entitled to elect not less than (1) member of the Board of Directors. Notwithstanding the foregoing, Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other unit member of the Association. After Unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association all property of the Unit owners and of the Association held or controlled by the Developer.

IX.

The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board of Directors shall also appoint one representative from the Board of Directors to act as the Association's representative to the Boca West Maintenance Association and to cast on behalf of the Condominium Association all of its votes.

X.

The names and residence addresses of the members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the By-Laws, shall hold office for the first year of the

B3861 P.0141

Association's corporate existence, and thereafter until their successors are selected and have qualified, are as follows:

Pat Sessions	-	2985 Bridgeport Avenue Miami, Florida 33133
James Cohee	-	P.O. Box 100 Boca Raton, Florida 33432
Grace M. Wells	-	601 Southwest 2nd Avenue Boca Raton, Florida 33432
Daniel C. Butler	-	6971 Hollandaire Drive Boca Raton, Florida 33433
Coleman Kicklighter	-	10946 Winding Creek Way Boca Raton, Florida 33437

XI.

The Subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Association. The names of the Subscribers, and their respective residence addresses, are set forth in Article X hereof.

XII.

The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the By-Laws, and have qualified, shall be the following:

President	-	Pat Sessions
Vice President	-	James Cohee
Vice President	-	Coleman Kicklighter
Secretary	-	Grace M. Wells
Treasurer	-	Daniel C. Butler

XIII.

The original By-Laws of the Association shall be adopted by a majority vote of the Directors to these Articles of Incorporation at a meeting at which a majority of the Directors is present, and, thereafter, the By-Laws may be altered or rescinded only by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by members of the Association.

XIV.

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or

indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XV.

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than fourteen (14) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than three fourths of the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of Palm Beach County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of each

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Board of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals this 6th day of January, 1982.

Pat Sessions
Pat Sessions

WITNESSES AS TO ALL
SIGNATURES:

Deathea Williams
Living J. Conners

James Cohee
James Cohee

Grace M. Wells
Grace Wells

Daniel C. Butler
Daniel C. Butler

Coleman Kicklighter
Coleman Kicklighter

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

BEFORE ME, the undersigned authority, personally appeared Pat Sessions, James Cohee, Grace Wells, Daniel C. Butler and Coleman Kicklighter who, being by me first duly sworn on oath, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this 6th day of January, 1982.

(Notarial Seal)

Deathea Williams
Notary Public, State of Florida at Large
My Commission expires: 2/13/82

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EXHIBIT "F"

ARTICLES OF INCORPORATION OF
PLANTATION COLONY OF BOCA WEST
CONDOMINIUM ASSOCIATION, INC.

Exhibit "F" Consists of 15 Page(s)

B3861 P0137

ARTICLES OF INCORPORATION
OF
PLANTATION COLONY OF BOCA WEST
CONDOMINIUM ASSOCIATION, INC.
A Corporation Not For Profit

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the corporation shall be:

Plantation Colony of Boca West Condominium Association, Inc. (the "Association").

II.

The purposes and objects of the Association shall be to administer the operation and management of Plantation Colony of Boca West, a Condominium, (the "Condominium"), to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon land situated in Palm Beach County, Florida described on Exhibit "A" attached hereto, and if and when each additional Phase(s) is added to the condominium upon land situated in Palm Beach County, Florida, described on Exhibit "A" attached hereto, and to perform the acts and duties incident to operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the By-Laws of the Association which will be adopted (the "By-Laws"), and the Declaration of Condominium of the Condominium (the "Declaration"), which will be recorded in the Public Records of Palm Beach County, Florida, when the Land, and the improvements now and to be constructed thereon, are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the Land, the improvements and such other property, real and/or personal, as may be or become part of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

III.

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Units, Common Elements, and Limited Common Elements in and of the Condominium, as such terms will be defined in the Declaration.

2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium, as will be provided in the Declaration and the By-Laws, including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.

5. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing use of the Condominium which may hereafter be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

7. Delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act to any other person, entity or association.

IV.

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

A. The owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV, hereof.

B. Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

D. On all matters on which the membership shall be entitled to vote, there shall be one, and only one, vote for each Unit in the Condominium, which vote may be exercised or cast by the owner(s) of each Unit as will be provided for in the By-Laws. Should any member own more than one Unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit, in the manner which will be provided by the By-Laws.

E. Until such time as the Land, and the improvements now and to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Palm Beach County, Florida, the membership of the Association shall be comprised of the Subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V.

The Association shall have perpetual existence.

VI.

The principal office of the Association shall be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

VII.

The affairs of the Association shall be managed by the President of the Association assisted by the Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

VIII.

The number of members on the first Board of Directors shall be five. The number of members of succeeding Boards of Directors shall be provided for from time to time by the By-Laws, and they shall be elected by the members of the Association at the annual meetings of the membership as provided by the By-Laws. At least a majority of the members of all succeeding Boards of Directors shall be members of the

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Association or shall be authorized representatives, officers or employees of a corporate member of the Association. The Developer shall have the right to elect, in the manner to be provided in the By-Laws, all members in the Board of Directors which Unit owners other than the Developer are not entitled to elect. When Unit owners other than Arvida Corporation ("Developer") own fifteen percent (15%) of the Units that ultimately may be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, not less than a majority of the members of the Board of Directors three years after sales by the Developer have been closed of fifty percent (50%), but less than ninety percent (90%), of the Units that may be operated ultimately by the Association, or three months after sales have been closed by the Developer of ninety percent (90%) of the Units that ultimately may be operated by the Association and none of the others are being offered for sale by the Developer in the ordinary course of business, or when some of the Units have been conveyed to purchasers and none of the others are being offered for sale in the ordinary course of business, whichever shall first occur. As long as the Developer holds for sale in the ordinary course of business at least 5% of the Units in the Condominiums ultimately to be operated by the Association, Developer shall be entitled to elect not less than (1) member of the Board of Directors. Notwithstanding the foregoing, Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other unit member of the Association. After Unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association all property of the Unit owners and of the Association held or controlled by the Developer.

IX.

The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board of Directors shall also appoint one representative from the Board of Directors to act as the Association's representative to the Boca West Maintenance Association and to cast on behalf of the Condominium Association all of its votes.

X.

The names and residence addresses of the members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the By-Laws, shall hold office for the first year of the

Association's corporate existence, and thereafter until their successors are selected and have qualified, are as follows:

Pat Sessions	-	2985 Bridgeport Avenue Miami, Florida 33133
James Cohee	-	P.O. Box 100 Boca Raton, Florida 33432
Grace M. Wells	-	601 Southwest 2nd Avenue Boca Raton, Florida 33432
Daniel C. Butler	-	6971 Hollandaire Drive Boca Raton, Florida 33433
Coleman Kicklighter	-	10946 Winding Creek Way Boca Raton, Florida 33437

XI.

The Subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Association. The names of the Subscribers, and their respective residence addresses, are set forth in Article X hereof.

XII.

The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the By-Laws, and have qualified, shall be the following:

President	-	Pat Sessions
Vice President	-	James Cohee
Vice President	-	Coleman Kicklighter
Secretary	-	Grace M. Wells
Treasurer	-	Daniel C. Putler

XIII.

The original By-Laws of the Association shall be adopted by a majority vote of the Directors to these Articles of Incorporation at a meeting at which a majority of the Directors is present, and, thereafter, the By-Laws may be altered or rescinded only by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by members of the Association.

XIV.

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or

indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XV.

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than fourteen (14) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver or notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than three fourths of the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of Palm Beach County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of each

Board of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

IN WITNESS WHEREOF, the Subscribers hereto have set their hands and seals this 6th day of January, 1962.

Pat Sessions
Pat Sessions

WITNESSES AS TO ALL
SIGNATURES:

Deafne Sullivan
James J. Conners

James Cohee
James Cohee

Grace Wells
Grace Wells

Daniel C. Butler
Daniel C. Butler

Coleman Kicklighter
Coleman Kicklighter

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Pat Sessions, James Cohee, Grace Wells, Daniel C. Butler and Coleman Kicklighter who, being by me first duly sworn on oath, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this 6th day of January, 1962.

(Notarial Seal)

Deafne Sullivan
Notary Public, State of Florida at Large
My Commission expires: 2/13/82

B3861 P0144

EXHIBIT A

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - (OVERALL-MASTER)

A parcel of land lying in Sections 9 and 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10; thence North $89^{\circ}23'42''$ East, along the South line of said Section, a distance of 235.04 feet to the Point of Beginning of this description; thence continue North $89^{\circ}23'42''$ East, along said South line, a distance of 267.33 feet; thence North $41^{\circ}56'27''$ East, a distance of 94.04 feet; thence North $00^{\circ}22'59''$ East, a distance of 130.01 feet; thence North $89^{\circ}14'08''$ East, a distance of 120.72 feet; thence North $42^{\circ}39'46''$ East, a distance of 138.13 feet; thence North $00^{\circ}22'12''$ West, a distance of 233.97 feet; thence North $23^{\circ}47'42''$ West, a distance of 286.11 feet; thence North $20^{\circ}02'19''$ East, a distance of 124.05 feet; thence North $47^{\circ}44'22''$ West, a distance of 138.29 feet; thence South $51^{\circ}13'19''$ West, a distance of 77.29 feet; thence South $45^{\circ}23'11''$ West, a distance of 64.23 feet; thence West, a distance of 296.58 feet; thence South $76^{\circ}03'20''$ West, a distance of 115.25 feet; thence West, a distance of 414.17 feet; thence South $05^{\circ}50'04''$ West, a distance of 393.95 feet; thence South $04^{\circ}41'23''$ East, a distance of 480.37 feet; thence South $84^{\circ}27'55''$ East, a distance of 579.71 feet to a point on the South line of said Section 10 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 22.528 acres, more or less.

SUBJECT to all easements, reservations and rights-of-way of record.

DATE: December 2, 1981

PREPARED BY: MICHAEL G. PURMORT & ASSOCIATES, INC.
1300 East Hillsboro Blvd. Suite #202
Deerfield Beach, Florida 33441

J.O. #81-0393

B3061 P0145

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE I (REVISED)

A parcel of land lying in Section 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10; thence North 89°23'42" East, along the South line of said Section 10, a distance of 235.04 feet to a point; thence continue North 89°23'42" East, along said South line, a distance of 267.33 feet; thence North 41°55'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North 42°39'40" East, a distance of 10.91 feet to the Point of Beginning of this description; thence continue North 42°39'40" East, a distance of 127.22 feet; thence North 00°22'12" West, a distance of 130.31 feet; thence West, a distance of 239.36 feet; thence North 45°00'00" West, a distance of 22.00 feet; thence North 84°57'00" West, a distance of 41.67 feet to the Point of Curvature of a Circular Curve to the right, whose radius point bears South 81°23'33" West, from the last described course; thence Southerly and Westerly along the arc of said curve having a radius of 65.89 feet, an arc distance of 84.64 feet to the Point of Tangency; thence South 65°00'00" West, a distance of 66.39 feet; thence North 25°00'00" West, a distance of 10.00 feet to the intersection with the arc of a circular curve to the left, whose radius point bears South 25°00'00" East, from the last described point; thence Southerly and Westerly, along the arc of said curve, having a radius of 102.50 feet, an arc distance of 102.89 feet to a point; thence South 45°00'00" West, a distance of 21.19 feet; thence North 45°00'00" West, a distance of 31.82 feet; thence West, a distance of 52.50 feet; thence South 42°00'46" West, a distance of 33.63 feet; thence South 31°20'45" West, a distance of 80.90 feet; thence South 17°53'43" West, a distance of 81.43 feet; thence South, a distance of 25.00 feet; thence South 45°00'00" East, a distance of 116.67 feet; thence North 74°28'33" East, a distance of 93.41 feet; thence North 48°00'46" East, a distance of 33.63 feet; thence South 70°56'32" East, a distance of 145.47 feet; thence North 45°00'00" East, a distance of 53.03 feet; thence North 25°46'10" East, a distance of 80.51 feet; thence North 09°46'57" West, a distance of 73.57 feet; thence North 32°00'19" West, a distance of 44.34 feet; thence North 45°00'00" West, a distance of 24.75 feet; thence North 79°41'43" West, a distance of 55.90 feet; thence South 41°38'01" West, a distance of 30.10 feet; thence North 45°00'00" West, a distance of 24.20 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 69°07'41" East, from the last described point; thence Northerly and Easterly, along the arc of said curve, having a radius of 57.50 feet, an arc distance of 44.29 feet to the Point of Tangency; thence North 65°00'00" East, a distance of 66.39 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly along the arc of said curve having a radius of 100.89 feet, an arc distance of 32.50 feet to a point; thence East, a distance of 10.77 feet; thence South 04°05'08" West, a distance of 70.18 feet; thence South 56°18'36" East, a distance of 117.18 feet; thence South 73°08'30" East, a distance of 86.21 feet; thence East, a distance of 21.05 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 3.521 acres, more or less.

SUBJECT to all easements, reservations and rights-of-way of record.

DATE: April 28, 1982

PREPARED BY: MICHAEL G. PURMORT & ASSOCIATES, INC.
1300 East Hillsboro Blvd., Suite 202
Deerfield Beach, Florida 33441

J.O. # 81-0393

(Revised for Building Permit S.O.S.)

B3861 P3146

ADDITIONAL PHASES IF ADDED TO THE CONDOMINIUM

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE II (REVISED)

A parcel of land lying in Section 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10; thence North 89°23'42" East, along the South line of said Section 10, a distance of 235.04 feet; thence continue North 89°23'42" East, along said South line, a distance of 267.33 feet; thence North-41°56'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North-42°39'40" East, a distance of 138.13 feet; thence North 00°22'12" West, a distance of 130.31 feet to the Point of Beginning of this description; thence continue North-00°22'12" West, a distance of 103.65 feet; thence North 23°47'42" West, a distance of 286.11 feet; thence North 20°02'19" East, a distance of 124.05 feet; thence North-47°44'22" West, a distance of 138.29 feet; thence South 81°13'19" West, a distance of 77.28 feet; thence South 45°23'11" West, a distance of 64.23 feet; thence West, a distance of 8.38 feet; thence South, a distance of 176.61 feet; thence South-45°00'00" West, a distance of 135.65 feet; thence South 82°30'00" West, a distance of 4.51 feet; thence South 07°30'00" East, a distance of 52.00 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South-07°30'00" East, from the last described point; thence Easterly and Southerly, along the arc of said curve, having a radius of 59.00 feet, an arc distance of 91.64 feet to a point; thence North 81°23'35" East, a distance of 18.50 feet; thence South-08°36'25" East, a distance of 128.74 feet; thence South 84°57'00" East, a distance of 41.67 feet; thence South 45°00'00" East, a distance of 22.00 feet; thence East, a distance of 239.36 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 3.358 acres, more or less.

SUBJECT to all easements, reservations, and rights-of-way of record.

DATE. June 17, 1982

PREPARED BY: MICHAEL G. PURMORT & ASSOCIATES, INC.
1300 East Hillsboro Blvd. Suite #202
Deerfield Beach, FL 33441

J.O. #81-0393

83861 P0147

ADDITIONAL PHASES IF ADDED TO THE CONDOMINIUM

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE III (REVISED)

A parcel of land lying in Section 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10; thence North 89°23'42" East, along the South line of said Section, a distance of 235.04 feet; thence continue North 89°23'42" East, along said South line, a distance of 267.33 feet; thence North 41°56'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North 42°39'40" East, a distance of 138.13 feet; thence North 00°22'12" West, a distance of 130.31 feet; thence West, a distance of 239.36 feet; thence North 45°00'00" West, a distance of 22.00 feet; thence North 84°57'00" West, a distance of 41.67 feet to the Point of Beginning of this description, said point also being the Point of Curvature of a circular curve to the right, whose radius point bears South 81°23'35" West, from the last described point; thence Southerly and Westerly, along the arc of said curve, having a radius of 55.89 feet, an arc distance of 84.64 feet; thence South 62°00'00" West, a distance of 56.39 feet; thence North 25°00'00" West, a distance of 10.00 feet to the intersection with the arc of a circular curve to the left whose radius point bears South 25°00'00" East, from the last described point, thence Southerly and Westerly, along the arc of said curve, having a radius of 102.50 feet, an arc distance of 5.83 feet; thence North 45°00'00" West, a distance of 46.79 feet; thence North 45°00'00" East, a distance of 29.28 feet; thence North 45°00'00" West, a distance of 38.89 feet; thence North 45°00'00" East, a distance of 31.82 feet; thence North, a distance of 70.00 feet; thence North 22°11'04" East, a distance of 41.02 feet; thence North 82°18'05" East, a distance of 83.70 feet; thence South 00°16'25" East, a distance of 129.74 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 0.543 acres, more or less.

SUBJECT to all easements, reservations, and rights-of-way of record.

DATE: June 17, 1982

PREPARED BY: MICHAEL G. PURMORT & ASSOCIATES, INC.
1300 East Hillsboro Blvd., Suite #202
Deerfield Beach, FL 33441

J.O. # 81-0393

B3861 P0148

ADDITIONAL PHASES, IF ADDED TO THE CONDOMINIUM

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE IV -

A parcel of land lying in Sections 9 and 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10; thence North 89°23'42" East, along the South line of said Section 10, a distance of 235.04 feet; thence continue North 89°23'42" East, along said South line, a distance of 267.33 feet; thence North 47°56'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North 42°39'40" East, a distance of 138.13 feet; thence North 00°22'12" West, a distance of 233.97 feet; thence North 23°47'42" West, a distance of 286.11 feet; thence North 20°02'19" East, a distance of 124.05 feet; thence North 47°44'22" West, a distance of 138.29 feet; thence South 81°13'19" West, a distance of 77.28 feet; thence South 45°23'11" West, a distance of 64.23 feet; thence West, a distance of 8.38 feet to the Point of Beginning of this description; thence continue West, a distance of 288.30 feet; thence South 76°03'20" West, a distance of 115.25 feet; thence South 03°03'56" East, a distance of 235.04 feet to the intersection with the arc of a circular curve to the left, whose radius point bears South 03°03'56" East, from the last described point; thence Easterly and Southerly, along the arc of said curve, having a radius of 259.13 feet, an arc distance of 88.18 feet to the Point of Reverse Curvature of a circular curve; thence Easterly and Southerly, along the arc of said curve, having a radius of 360.59 feet, an arc distance of 128.90 feet to the Point of Tangency; thence North 82°30'00" East, a distance of 73.09 feet to a point, said point being further described as Point A; thence continue North 62°38'59" East, a distance of 4.51 feet; thence North 45°00'00" East, a distance of 135.65 feet; thence North, a distance of 176.61 feet to the Point of Beginning of this description.

TOGETHER WITH the following described parcel:

Commencing at Point A, as mentioned in the above described parcel; thence South - 07°20'00" East, a distance of 42.00 feet to the Point of Beginning of this description; thence continue South 07°20'00" East, a distance of 10.00 feet; thence South 82°10'00" West, a distance of 73.09 feet to the Point of Curvature of a circular curve to the right; thence Westerly, along the arc of said curve, having a radius of 360.59 feet, an arc distance of 44.07 feet; thence South, a distance of 29.67 feet; thence South - 45°00'00" East, a distance of 49.30 feet; thence South 12°52'30" East, a distance of 89.76 feet; thence South 25°42'36" West, a distance of 74.92 feet; thence South - 45°00'00" West, a distance of 60.10 feet; thence North 70°39'55" West, a distance of 151.02 feet; thence South 45°00'00" West, a distance of 31.82 feet; thence West, a distance of 52.50 feet; thence South 45°00'00" West, a distance of 31.82 feet; thence West, a distance of 25.00 feet; thence North 51°50'34" West, a distance of 44.51 feet; thence North 15°15'18" West, a distance of 57.01 feet; thence West, a distance of 43.46 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 88°31'40" East, from the last described point; thence Northerly and Easterly, along the arc of said curve, having a radius of 77.50 feet, an arc distance of 25.06 feet to the Point of Tangency; thence North 20°00'00" East, a distance of 47.30 feet to the Point of Curvature of a circular curve to the left; thence Northerly and Easterly, along the arc of said curve, having a radius of 132.50 feet, an arc distance of 57.81 feet to the Point of Tangency; thence North 05°00'00" West, a distance of 46.12 feet; thence East, a distance of 4.88 feet to the Point of

Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 278.23 feet, an arc distance of 106.83 feet to the Point of Reverse Curvature of a circular curve; thence Northerly, Easterly, then Southerly, along the arc of said curve, having a radius of 217.13 feet, an arc distance of 145.64 feet to the Point of Reverse Curvature of a circular curve; thence Southerly and Easterly, along the arc of said curve, having a radius of 350.59 feet, an arc distance of 146.44 feet to the Point of Tangency; thence North 82°30'00" East, a distance of 73.09 feet to the Point of Beginning of this description.

— Said lands situate, lying and being in Palm Beach County, Florida.

Containing 4.608 acres, more or less.

SUBJECT to all easements, reservations and rights-of-way of record.

DATE: December 2, 1981 PREPARED BY: MICHAEL G. PURMORT & ASSOCIATES, INC.
J.O. #81-0393 1300 East Hillsboro Blvd. Suite #202
Deerfield Beach, Florida 33441

Page 2 of 2

B3861 P0150

ADDITIONAL PHASES, IF ADDED TO THE CONDOMINIUM

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE V

A parcel of land lying in Sections 9 and 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10: thence North 89°23'42" East, along the South line of said Section 10, a distance of 235.04 feet; thence continue North - 89°23'42" East, along said South line, a distance of 267.33 feet; thence North 41°56'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North 42°39'40" East, a distance of 138.13 feet; thence North 00°22'12" West, a distance of 233.97 feet; thence North 23°47'42" West, a distance of 286.11 feet; thence North 20°32'10" East, a distance of 124.05 feet; thence North 47°44'22" West, a distance of 138.29 feet; thence South - 81°13'13" West, a distance of 77.28 feet; thence South 45°23'11" West, a distance of 64.23 feet; thence West, a distance of 296.68 feet; thence South 76°03'20" West, a distance of 115.25 feet to the Point of Beginning of this description; thence West, a distance of 334.85 feet; thence South, a distance of 66.68 feet; thence South 45°00'00" West, a distance of 45.96 feet; thence South, a distance of 25.00 feet; thence South 45°00'00" East, a distance of 24.75 feet; thence South, a distance of 37.50 feet; thence South 38°39'35" East, a distance of 48.02 feet; thence South, a distance of 28.92 feet to a point, said point being further described as Point A; thence South 70°48'19" East, a distance of 57.87 feet to the Point of Curvature of a circular curve to the right; thence Southerly and Easterly, along the arc of said curve, having a radius of 104.00 feet, an arc distance of 34.84 feet to the Point of Tangency; thence East, a distance of 121.86 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 236.23 feet, an arc distance of 90.71 feet to the Point of Reverse Curvature of a circular curve; thence Northerly and Easterly, along the arc of said curve, having a radius of 259.13 feet, an arc distance of 85.63 feet; thence North 03°03'56" West, a distance of 235.04 feet to the Point of Beginning of this description.

TOGETHER WITH the following described parcel:

Commencing at Point A, as described in the above description; thence South 19°11'41" West, a distance of 42.00 feet to the Point of Beginning of this description; thence North - 70°48'19" West, a distance of 31.01 feet; thence South 19°11'41" West, a distance of 10.00 feet; thence South 70°48'19" East, a distance of 54.41 feet; thence South, a distance of 46.78 feet; thence South 26°33'54" West, a distance of 55.90 feet; thence South 83°39'35" West, a distance of 45.28 feet; thence South, a distance of 35.00 feet; thence South - 56°10'36" East, a distance of 36.06 feet; thence South, a distance of 40.00 feet; thence South 41°38'01" East, a distance of 30.10 feet; thence East, a distance of 55.00 feet; thence North 71°33'54" East, a distance of 79.06 feet; thence North 28°18'03" East, a distance of 36.91 feet; thence East, a distance of 17.50 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 77°53'37" West, from the last described point; thence Southerly, along the arc of said curve, having a radius of 177.50 feet, an arc distance of 37.50 feet to the Point of Tangency; thence South, a distance of 57.77 feet; thence West, a distance of 28.95 feet; thence North - 53°07'48" West, a distance of 25.00 feet; thence North 86°25'25" West, a distance of 40.08 feet; thence South 45°00'00" West, a distance of 38.89 feet; thence South 19°39'14" West, a distance of 37.16 feet; thence South 45°00'00" West, a distance of 42.43 feet; thence South 25°12'04" West, a distance of 93.94 feet; thence South 36°23'04" East, a distance of 118.00 feet; thence South 71°33'54" East, a distance of 31.62 feet; thence North - 70°49'16" East, a distance of 121.76 feet; thence South 63°26'06" East, a distance of

55.90 feet; thence South 71°33'54" East, a distance of 79.05 feet; thence North 63°26'06" - East, a distance of 22.36 feet; thence North 45°00'00" East, a distance of 42.43 feet; thence North 24°26'38" East, a distance of 90.62 feet; thence North 45°00'00" West, a distance of 53.03 feet; thence North 49°23'55" East, a distance of 23.05 feet; thence - North, a distance of 20.00 feet; thence North 45°00'00" West, a distance of 45.96 feet; thence North 21°02'15" West, a distance of 34.82 feet; thence North 30°57'50" West, a distance of 29.16 feet; thence West, a distance of 62.50 feet; thence South 73°03'58" West, a distance of 42.92 feet; thence North, a distance of 60.27 feet to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 222.50 feet, an arc distance of 50.48 feet to the Point of Reverse Curvature of a circular curve; thence Northerly and Westerly, along the arc of said curve, having a radius of 67.50 feet, an arc distance of 17.31 feet to a point; thence West, a distance of 10.00 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 88°31'40" East, from the last described point; thence Northerly and Easterly, along the arc of said curve, having a radius of 77.50 feet, an arc distance of 25.06 feet to the Point of Tangency; thence North 20°00'00" East, a distance of 47.30 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 132.50 feet, an arc distance of 57.81 feet to the Point of Tangency; thence North 05°00'00" West, a distance of 46.12 feet; thence West, a distance of 116.99 feet to the Point of Curvature of a circular curve to the right; thence Westerly and Northerly, along the arc of said curve, having a radius of 146.00 feet, an arc distance of 48.91 feet to the Point of Tangency; thence North 70°48'19" West, a distance of 57.87 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 5.973 acres, more or less

SUBJECT to all easements, reservations and rights-of-way of record.

DATE: December 2, 1961

PREPARED BY: MICHAEL G. PURNORT & ASSOCIATES, INC.
1300 East Hillshoro Blvd. Suite #202
Deerfield Beach, Florida 33441

J.O. #81-0393

Page 2 of 2

B3361 P0152



Dated: February 8, 1993

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

BOCA WEST MAINTENANCE ASSOCIATION, INC.
n/k/a BOCA WEST MASTER ASSOCIATION, INC.
(A corporation not-for-profit)

FILED
MAR 3 1993
M 1:57

The original Articles of Incorporation of Boca West Maintenance Association, Inc., a corporation not-for-profit n/k/a BOCA WEST MASTER ASSOCIATION, INC. (hereinafter referred to as "Association") are hereby duly amended and restated in their entirety in accordance with provisions of §617.1007 of the Florida Not For Profit Corporation Act, and the original Articles of Incorporation dated August 2, 1972 and filed September 18, 1972, and further amended by Written Consent of the Members in accordance with §617.0701(4)(a) and in compliance with §617.1007(4) of the Florida Not For Profit Corporation Act.

Members of the Association adopted the amendments by the affirmative vote of three-fifths (3/5ths) of the total votes of all Members. The number of votes cast for the amendment were sufficient for approval.

These Amended and Restated Articles of Incorporation were duly adopted by the Board of Directors on September 16, 1992 and October 21, 1992 and executed on March 10, 1993, by the President and Secretary of the Association.

As so adopted, these Amended and Restated Articles of Incorporation replace the Articles of Incorporation of the Association as heretofore filed on October 29, 1990, and all amendments thereto in their entirety and are substituted therefore, and there is no discrepancy between the Articles of Incorporation previously amended and these Restated Articles of Incorporation other than the inclusion of amendments designated herein.

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context shall prohibit) shall have the following meanings:

1. "Alternate Authorized Representative" means the Lot Owner designated by a Member to represent such Member at Meetings of the Members of the Association and cast votes on behalf of such Member in the event the Authorized Representative is not present in person or by proxy. Such designation shall be evidenced by the most recent written designation executed by the President or Vice President of such Member, which is filed with the Association. In the event a written designation is executed by the President of a Member and a separate written designation is executed by the Vice President of a Member, then the designation executed by the President shall control. An Alternate Authorized Representative must be an officer or director of the Member which designates him or her as an Alternate Authorized Representative at the time of such designation. If subsequent to such designation such Alternate Authorized Representative ceases to be an officer or director of the Member which has designated him or her, such person may continue to serve as an Alternate Authorized Representative unless the Member designates a new Alternate Representative which the Member may do at any time. Any Alternate Authorized Representative who ceases to be a Lot Owner shall automatically be deemed to have resigned such position.

2. "Annual Members' Meeting" means the annual meeting of the Members as provided for in the By-Laws.

3. "Articles" means this document.

4. "Association" means the corporation formed pursuant to these Articles to be known as Boca West Master Association, Inc., a Florida not-for-profit corporation.

5. "Association Documents" means, in the aggregate, these Articles, the By-Laws and all of the instruments and documents referred to therein or referred to herein.

6. "Authorized Representative" means the Lot Owner designated by a Member to represent such Member and cast Votes on behalf of such Member in person or by proxy at meetings of the Members of the Association as evidenced by the most recent written designation executed by the President or Vice President of such Member, which is filed with the Association. In the event a written designation is executed by the President of a Member and a separate written designation is executed by the Vice President of a Member, then the designation executed by the President shall control. An Authorized Representative must be an officer or director of the Member which designates him or her as an Authorized Representative at the time of such designation. If subsequent to such designation such Authorized Representative ceases to be an officer or director of the Member which has designated him or her, such person may continue to serve as an Authorized Representative unless the Member designates a new Authorized Representative which the Member may do at any time. Any Authorized Representative who ceases to be a Lot Owner shall automatically be deemed to have resigned such position.

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

8. "Boca West" means and refers to the real property described in Exhibit A attached hereto and made a part hereof.

9. "By-Laws" means the By-Laws of the Association, and amendments.

10. "Country Club" means Boca West Club, Inc., a Florida corporation not-for-profit.

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

12. "Developer" means Arvida Corporation, a Delaware corporation, or its successors or assigns.

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

14. "Dwelling Unit" means a residence in one of the Villages in Boca West.

15. "Lot Owner" means any owner of real property at Boca West.

16. "Maintenance Association" means Boca West Master Association, Inc., a Florida corporation not-for-profit.

17. "Meeting" means an Annual Members' Meeting, a regular meeting or a special meeting of the Members.

18. "Member" means each homeowners association and each condominium association that has been incorporated and is responsible for administering one of the Villages in Boca West. An umbrella, master or common areas association which administers more than one Village or common properties shared by more than one Village and/or is in addition to the homeowners association or condominium association for a Village shall not be a Member of this Association. For purposes of this paragraph, the Country Club is a member.

19. "Representative" means an Authorized Representative or an Alternate Authorized Representative.

20. "Village" means one of the residential communities in Boca West which is administered by its own homeowners association or condominium association.

21. "Vote" shall mean, subject to the restrictions and limitations hereinafter set forth, each Member shall have one vote and/or fraction thereof for each \$10,000 \$1,000.00 of assessed value, or fraction thereof (as assessed by the Tax Assessor of Palm Beach County, Florida) or property included within the boundary of such Member, including property owned by Lot Owners, paid as an annual assessment by the Member to Boca West Master Association.

ARTICLE II NAME

The name of this corporation is amended to be BOCA WEST MASTER ASSOCIATION, INC., a corporation not-for-profit, (hereinafter referred to as the "Association"), with a principal office and address of 20540 Country Club Boulevard, Boca Raton, Florida 33434.

ARTICLE III PURPOSES

The general nature, objects and purposes of the Association are:

1. To promote the health, safety and social welfare of the owners of the property within Boca West.
2. To maintain and/or repair landscaping in the general and/or common areas, parks, sidewalks and/or access paths, streets, and other common areas, structures, and other improvements in Boca West for which the obligation to maintain and repair has been delegated and accepted.
3. To control the specifications, architecture, design, appearance, elevation and location of (and landscaping around) all buildings of any type, including walls, fences, swimming pools, docks, bulkheading, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Boca West, as well as the alteration, improvements, addition or change thereto.
4. To insure compliance with the Master Land Use Plan under the Planned Unit Development Ordinance of Palm Beach County, Florida, applicable to Boca West.
5. To control and maintain the waterways, lakes and ponds in Boca West.
6. To provide or provide for private security and such other services the responsibility for which has been accepted by the Association, and the capital improvements and equipment related thereto, in Boca West.
7. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety, and social welfare of the Members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenience.
8. To operate without profit for the sole and exclusive benefit of its Members.

9. The enumeration of specific purposes above shall not be construed as limiting or restricting in any way the undertaking of such functions as shall advance the general purposes enumerated above.

ARTICLE IV GENERAL POWERS

The general powers that the Association shall have are as follows:

1. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.
2. To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
3. To delegate power or powers where such is deemed in the interest of the Association.
4. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient to carry on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.
5. To fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with condominium associations or other property owners' groups for the collection of such assessments.
6. To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.
7. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.
8. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment from property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.
9. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

ARTICLE V MEMBERS

"Member" means each homeowner's association and each condominium association that has been incorporated and is responsible for administering one of the villages in Boca West. An "umbrella", "master" or "common area" association which administers more than one village or common property shared by more than one village and/or is in addition to the homeowner's association or condominium association for a village shall not be a Member of the association. The Country Club is a Member.

Each Member shall have that number of Votes as defined in Article I, paragraph 21, at any Meeting or election, which Votes shall be cast in accordance with these Articles and the By-Laws of the Association.

ARTICLE VI BOARD OF DIRECTORS

The powers of the Association shall be exercised, its properties controlled and its affairs conducted by the Board. All Directors shall be Lot Owners, and any Director who ceases to be a Lot Owner shall automatically be deemed to have resigned.

ARTICLE VII OFFICERS

The officers of the Association shall be a President, Vice President, Secretary and Treasurer and any other officers as the Board may deem expedient as provided for in the By-Laws. All officers who are also Directors shall be Lot Owners in Boca West and any officer who is also a Director who ceases to be a Lot Owner shall automatically be deemed to have resigned from his office and take no further part or action as an officer. The same person may not hold two offices. Officers may be removed by the Board in the manner provided for in the By-Laws. No person serving as an officer or as a member of the Board of Directors of the Association shall, at the same time, serve as an officer or as a member of the Board of Governors of the Country Club or as an officer or director of the Boca West Homeowner's Association, Inc.

ARTICLE VIII LIMITATIONS

No contract, act or transaction may be entered into by the Association where there is a Director or officer of the Association or Representative or a member of any such Director's, officer's or Representative's immediate family who is a party to, interested in, or receives anything of value as a result of, such contract, act or transaction. This provision shall not prevent the reimbursement to any such Director, officer, or Representative of any authorized and documented expense.

This provision shall not apply to a contract, act or transaction entered into with a company or partnership with stock or partnership units which are publicly traded, provided that a Director or officer of the Association or Representative or a member of any such Director's, officer's or Representative's immediate family does not own more than ten (10%) percent of the voting stock or partnership units of such entity. A person's immediate family shall include his or her spouse and their brothers, sisters, parents, children, grandchildren, nieces, nephews, aunts, uncles and first cousins and all of their spouses. For purposes of this Article, a Director or officer of the Association or a Representative shall include persons who presently hold such positions and anyone who has held such position within the past twelve (12) months.

Furthermore, no Officer, Director or Representative of the Association and no member of his or her immediate family can form and/or operate any business or venture for profit together with an employee of this Association, the Boca West Homeowner's Association, Inc. or the Country Club. In addition a Director, or officer of this Association or a Representative shall not enter into any contract to provide materials or services to the Association, Boca West Homeowner's Association, Inc., or the Country Club.

ARTICLE IX
INDEMNIFICATION

1. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

- (A) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was lawful.
- (B) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of gross misconduct in the performance of his duty to the Association

unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

2. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE X BY-LAWS

The By-Laws of this Association shall be adopted by the Board and may be altered, amended or rescinded in the manner provided for in the By-Laws.

ARTICLE XI AMENDMENTS

These Articles may be amended in the following manner:

~~1. At a meeting of the Board, the Board, by a majority vote of all the Directors, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a Meeting of the Members.~~

~~2. Within the time and in the manner provided for the giving of notice of a Meeting of the Members, written notice setting forth the proposed amendment shall be given to each Member.~~

~~3. At such Meeting, a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of three fifths (3/5ths) of the total votes of all Members of the Association (as defined in Article I, paragraph 21.).~~

1. These Articles of Incorporation may be amended in the same manner as the By-Laws of Boca West Master Association are amended pursuant to Article IX, Sections 1, 2 and 3 of the By-Laws.

ARTICLE XII NON-PROFIT STATUS

The Association shall not be organized nor operated for profit. No part of the net earnings of the Association shall inure to the benefit of any Member or Lot Owner, nor shall any salary or compensation be paid to any Director or Representative for service on the Board, as an officer of the Association or on any committee established by the Board.

IN WITNESS WHEREOF, the undersigned, being President of this Association and Secretary thereof, have hereunto affixed their signatures this 10 day of March, 1993.

BOCA WEST MASTER ASSOCIATION, INC., a Florida Not for Profit Corporation

By: [Signature]
James Schottland, President

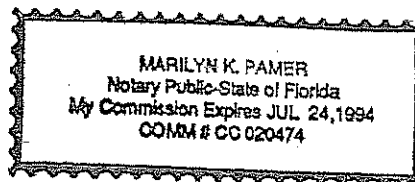
By: [Signature]
Sandra Friedman, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of March, 1993, by JAMES SCHOTTLAND and SANDRA FRIEDMAN, PRESIDENT AND SECRETARY, respectively, of Boca West Master Association, Inc., on behalf of the corporation. They are personally known to me and did not take an oath.

[Signature]
Marilyn K. Pamer, Notary Public
Commission No. CC 020474



FILED
1993 APR 21 PM 1:57
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

RECORD VERIFIED DOROTHY H WILKEN

EXHIBIT A CLERK OF THE COURT - PB COUNTY, FL

Being a tract of land located within Sections 9, 10, 15 and 16, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the intersection of the North right of way line of S.R. 808 and the East line of said Section 16; thence South 89° 45' 30" West, along said North right of way line, a distance of 3639.72 feet to a point of curvature; thence with a curve to the left with a radius of 1950.08 feet, an arc distance of 235.06 feet; subtended by an angle of 06° 54' 23" to a point; thence North 76° 16' 39" West, a distance of 450.04 feet to a point; thence North 61° 47' 27" West, a distance of 501.73 feet to a point; thence North 43° 50' 54" West, a distance of 501.73 feet to a point on the East right of way line of the Turnpike; thence North 00° 41' 53" West, along the said right of way line, a distance of 628.19 feet to a point; thence North 89° 37' 21" East, a distance of 116.01 feet to a point; thence North 00° 41' 53" West, a distance of 651.28 feet to a point; thence North 13° 14' 28" West, a distance of 304.42 feet to a point; thence North 40° 23' 33" West, a distance of 304.42 feet to a point; thence North 53° 37' 26" West, a distance of 200.00 feet to a point; thence North 42° 24' 25" West, a distance of 200.00 feet to a point; thence North 09° 43' 44" West, a distance of 298.48 feet to a point; thence South 89° 01' 59" West, a distance of 50.00 feet to a point on the West line of Section 16; thence North 00° 58' 01" West along said Section line, a distance of 1017.45 feet to a point, said point being the Northwest corner of said Section 16; thence North 00° 36' 01" West, along the West line of Section 9, a distance of 5294.99 feet to a point, said point being 110.00 feet South of the Northwest corner of said Section 9; thence North 89° 59' 16" East along a line 110.00 feet South of and parallel to the North line of said Section 9, a distance of 4661.78 feet to a point on the West line of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section; thence South 01° 01' 03" East, along said West line, a distance of 1228.63 feet to a point; thence North 89° 51' 22" East, a distance of 667.22 feet to a point on the East line of Section 9; thence South 01° 04' 39" East, along said East line, a distance of 1336.85 feet to the East 1/4 corner of said Section; thence South 01° 04' 38" East, along said East line, a distance of 1335.03 feet to a point, said point being the Southeast corner of the North 1/2 of the Southeast 1/4 of said Section 9; thence North 89° 34' 54" East, along the South line of the North 1/2 of the Southwest 1/4 Section 10, a distance of 2201.23 feet to a point on a curve; thence South and East along a curve to the left from a Tangent bearing of South 02° 01' 30" East, with a radius of 1963.00 feet, an arc distance of 941.65 feet subtended by an angle of 27° 29' 05" to a point of reverse curve; thence with a curve to the right from a tangent bearing of South 29° 30' 35" East, with a radius of 1857.00 feet an arc distance of 943.39 feet, subtended by an angle of 29° 06' 26" to a point of tangency, said point being 53.00 feet West of East line of the Northwest 1/4 of Section 15 and 456.72 feet from the North 1/4 corner of said Section 15; thence South 00° 24' 09" East, along a line 53.00 feet West of and parallel to said 1/4 Section line, a distance of 3478.00 feet to a point, said point being on the North right of way line of S.R. 808; thence South 89° 10' 15" West, along said North right of way line, a distance of 2639.38 feet; thence South 89° 45' 30" West, along said North right of way line, a distance of 0.65 feet more or less to the Point of Beginning.

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared BARBARA GORDON, as President of PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument, acknowledged before me that she executed the same for the purposes therein expressed, and who produced Florida's Driver's License as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 14th day of August, 2000.

Natalie Goldstein
NOTARY PUBLIC



Natalie Goldstein
Commission # 00908444
Expires March 19, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared GEORGE LIST, as Secretary of PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument, acknowledged before me that he executed the same for the purposes therein expressed, and who produced Florida's Driver's License as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 7th day of August, 2000.

Natalie Goldstein
NOTARY PUBLIC



Natalie Goldstein
Commission # 00908444
Expires March 19, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

C:\WP\WORK\CLIENTS\PLANTATION\RESOLUTION

AMENDMENT TO BY-LAWS
OF
PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.

Article IV – BOARD OF DIRECTORS

- B. Directors shall be elected in the following manner and in accordance with applicable Florida Statutes 718:

(3) ~~Directors shall serve for a term of one (1) year. Commencing with the annual members meeting held in March 2001, there shall be elected five (5) Directors two of whom shall be elected for terms of two years and three of whom shall be elected for terms of one year; commencing with the Annual Members Meeting held in March 2002 and thereafter there shall be elected two Directors for terms of two years and one Director elected for a term of one year. The Directors elected shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated, and qualified, or until removed in the manner elsewhere herein provided or as provided by law. At the annual meeting held in March 2001, the two nominees receiving the most votes shall be elected for terms of two (2) years and the three nominees receiving the next most votes shall be elected for a term of one (1) year. At the annual meeting held in March 2002 the two (2) nominees receiving the most votes shall be elected for terms of two (2) years.~~

AMENDMENTS TO THE BYLAWS
OF
PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.

ARTICLE IV. BOARD OF DIRECTORS.

SUBSTANTIAL REWORDING OF TEXT.
SEE ARTICLE IV OF THE BYLAWS FOR THE FULL TEXT.

A. The Board of Directors shall consist of five (5) persons. ~~At least a majority of each Board of Directors after the initial Board Each of which~~ shall be members of the Association, or shall be authorized representatives, officers or employees of a corporate member of the Association.

B. Directors shall be elected in the following manner and in accordance with applicable Florida Statutes §718:

(1). All members of the Board shall be elected by a plurality of the votes cast at the annual meeting of the members.

(2). Vacancies on the Board may be filled, to expire on the date of the next annual meeting, by the remaining Directors, ~~by written instrument delivered to any officer of the Association who shall fill the vacated directorship for the unexpired term thereof.~~

(3). Directors shall serve for a term of two ~~(2)~~ one (1) year, ~~and as many Directors shall be elected as there are regular terms of office of Directors expiring at such time.~~ Directors shall hold office ~~for the terms to which elected or designated, and thereafter~~ until their successors are duly elected and qualified, or until removed in the manner elsewhere herein provided or as provided by law.

(4). In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director; it being the intent thereof that voting for Directors shall be non-cumulative.

C. Unchanged.

D. Unchanged.

E. Unchanged.

ORB 9100 Ps 115
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

F. Unchanged.

G. Unchanged.

H. Unchanged.

I. Unchanged.

J. Directors may be removed from office in the manner provided by law for the removal of directors of Florida corporations not for profit.

ARTICLE IX. AMENDMENTS TO BYLAWS.

SUBSTANTIAL REWORDING OF TEXT.

SEE ARTICLE IX OF THE BYLAWS FOR THE FULL TEXT.

A. Unchanged.

B. Unchanged.

C. Unchanged.

D. Unchanged.

JUN-22-1989 12:38pm 89-176730

ORB 6106 Pg 1227

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF
PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.
AMENDING THE BY-LAWS OF SAID ASSOCIATION AS RECORDED
IN O.R. BOOK 3861, AT PAGE 0154, ET SEQ.

WHEREAS, all unit owners of Plantation Colony of Boca West Condominium Association, Inc., were duly notified in writing of the date, time and place of the Annual Members Meeting; were provided with copy of all proposals for amendments to the Association's By-Laws to be voted upon at the Annual Members Meeting; were provided with proper opportunity to designate voting rights and assign proxy; and

WHEREAS, a quorum was present at the Annual Members Meeting held at 3:00 P.M., at Lang Management Corporate Office, 5295 Town Center Road, Suite 200, Boca Raton, Florida 33486, on April 3, 1989; and

WHEREAS, proposed amendment to Article V of the By-Laws, attached hereto and made a part hereof as Exhibit "A", was approved by one-third (1/3) of all votes of the entire membership.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC., BOCA RATON, FLORIDA:

That the proposed amendment to Article V of the By-Laws, attached hereto as Exhibit "A" and made a part hereof, has been approved by one-third (1/3) of all votes of the entire membership in the Association during the Members Meeting, and that said proposal, as written, now becomes an amendment to the By-Laws recorded in Official Records Book 3861, Page 0154 et seq. of the Public Records of Palm Beach County, Florida and shall be appended thereto.

PASSED AND ADOPTED THE 3 day of April, 1989.

PLANTATION COLONY OF BOCA
WEST CONDOMINIUM ASSOCIATION,
INC.

ATTEST:

BY *[Signature]* ITS. PRESIDENT
BY *[Signature]* ITS. SECRETARY

STATE OF FLORIDA
COUNTY OF PALM BEACH

PERSONALLY appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, LYNNE AGAN, President and BERNHARD KLOTZ, Secretary, who, after being duly sworn, depose and say that they have read the foregoing by them subscribed and that the facts contained therein are true and correct and that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF dated this 1 day of June

[Signature]
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 30, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

AMENDMENTS TO BY-LAWS
OF PLANTATION COLONY OF BOCA WEST
CONDOMINIUM ASSOCIATION, INC.

PROPOSED AMENDMENT FIVE:

II. MEMBERSHIP, VOTING, QUORUM, PROXIES

A. (unchanged)

B. A quorum at meetings of Members shall consist of persons entitled to cast a ~~majority~~ one-third (1/3) of the votes of the entire membership. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. (unchanged)

D. (unchanged)

E. (unchanged)

PROPOSED AMENDMENT SIX:

IX. AMENDMENTS TO BY-LAWS:

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. (unchanged)

B. (unchanged)

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than ~~two-thirds~~ a majority of the Units in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within ~~fifteen (15)~~ sixty (60) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

D. (unchanged)

E. (unchanged)

Additions in text are indicated by underline; deletions by ~~strike-outs~~.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

✓
FELDMAN, MALLINGER & BROWN, P.A.

BY-LAWS
OF
PLANTATION COLONY OF BOCA WEST
CONDOMINIUM ASSOCIATION INC.

I. IDENTITY

A. These are the By-Laws of Plantation Colony of Boca West Condominium Association, Inc., (the "Association"), a Florida corporation not for profit, the Articles of Incorporation (the "Articles") of which were filed in the office of the Secretary of State of Florida on _____. The Association has been organized for the purpose of administering the operation and management of PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM (the "Condominium"), established or to be established in accordance with the Florida Condominium Act (the "Act") upon land, situated in Palm Beach County, Florida, described on Exhibit "A" attached hereto, and if and when each additional Phase(s) is added to the condominium, upon land situated in Palm Beach County, Florida described on Exhibit "A" attached hereto.

B. The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these By-Laws will be annexed, as Exhibits, to the Declaration of Condominium of the Condominium (the "Declaration") which will be recorded in the Public Records of Palm Beach County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

C. All members of the Association and their invitees, including, without limitation, all present or future owners and tenants of dwelling units in the Condominium ("Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration.

D. The office of the Association shall be at 5550 Glades Road, Boca Raton, Florida 33431, or at such other place as may be established by resolution of the Board of Directors.

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

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation. An impression of the seal is as follows:

II. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a Member in the action of a meeting

by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. The vote of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association, designate one natural person as the Primary Occupant. The instrument designating the Primary Occupant shall be filed with the Association, and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of members or in connection with any action concerning which members of the Association shall be required or allowed to vote or otherwise act.

D. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such owner if in an Association meeting.

E. Except where otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Units represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the members.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. The annual meeting of Members shall be held, at the office of the Association or such other place in Boca Raton, Florida as may be specified in the notice of the meeting, at Five O'Clock P.M. on the first Monday in March of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday.

B. Special meetings of Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members owning a majority of the Units.

B3861 P0155

C. Notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. Each notice of a regular, or the annual meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Proof of mailing shall be given by the affidavit of the person giving the notice and by retention of the post office certificate of mailing. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declarations, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting.

E. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (1) Calling of the roll and certifying of proxies
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading or waiver of reading of minutes of previous meeting of Members
- (4) Reports of officers
- (5) Reports of committees
- (6) Appointment by Chairman of inspectors of election
- (7) Election of Directors
- (8) Unfinished business
- (9) Elect a Representative to the Boca West Maintenance Association
- (10) New business

B3861 P0156

(11) Adjournment

IV. BOARD OF DIRECTORS.

A. The Board of Directors shall consist of five (5) persons. At least a majority of each Board of Directors after the initial Board shall be members of the Association, or shall be authorized representatives, officers or employees of a corporate member of the Association. The Developer shall have the right to elect or designate, in the manner provided in Paragraph B, Article IV of these By-Laws, the members of the Board of Directors which Unit owners other than the Developer are not entitled to elect. When Unit owners other than Arvida Corporation ("Developer") own fifteen percent (15%) of the Units that ultimately may be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of these By-Laws, one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of these By-Laws, not less than a majority of the members of the Board of Directors three years after sales by the Developer have been closed on fifty percent (50%), but less than ninety percent (90%), of the Units that may be operated ultimately by the Association, or three months after sales have been closed by the Developer of ninety percent (90%) of the Units that ultimately may be operated by the Association, and none of the others are being offered for sale by the Developer in the ordinary course of business, or when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale in the ordinary course of business, whichever shall first occur. As long as the Developer holds for sale in the ordinary course of business not less than 5% of the Units in the Condominiums ultimately to be operated by the Association, the Developer shall be entitled to elect or designate not less than one (1) member of the Board of Directors. Notwithstanding the foregoing, operated by the Association; and the Developer shall be entitled to elect or designate not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominiums. Notwithstanding the foregoing, Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other unit member of the Association. After Unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association all property of the Unit owners and of the Association held or controlled by the

B. Directors shall be elected in the following manner:

- (1) Commencing with the election of the first Board to succeed the Board comprised of the Subscribers of the Articles, Developer shall designate that number, and the identity, of the members of the Board which it shall be entitled to designate in accordance with the Articles and these By-Laws, and upon such designation by

Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these By-Laws.

- (2) All members of the Board whom Developer shall not be entitled to designate under these By-Laws shall be elected, by a plurality of the votes cast at the annual meeting of the members, immediately following the designation of the members of the Board whom Developer shall be entitled to designate.
- (3) Vacancies on the Board may be filled, to expire on the date of the next annual meeting, by the remaining Directors; except that, should any vacancy in the Board be created in any directorship previously filled by any person designated by Developer, such vacancy shall be filled by Developer designating, by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.
- (4) If at the time of the first annual meeting of members, Developer is entitled to elect all or a majority of the Directors, Developer shall appoint three (3) Directors to serve and hold office for a term of two (2) years and as many other Directors as Developer is entitled to appoint to serve and hold office for a term of one (1) year; and the remaining Directors, if any, shall be elected by Unit Owners other than Developer to serve and hold office for a term of one (1) year. If at the time of the first annual meeting of Members, a majority of the Directors is to be elected by Unit owners other than Developer, the term of office of the three (3) Directors receiving the highest plurality of votes shall be two (2) years and the term of office of the remaining Director(s), if any, to be elected by Unit owners other than Developer shall be one (1) year; and the balance, if any, of Directors shall be appointed by Developer to serve and hold office for a term of one (1) year. Thereafter, Directors shall serve for a term of two (2) years, and as many Directors shall be elected, or designated by Developer as the case may be, as there are regular terms of office of Directors expiring at such time. Directors shall

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hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by Developer, and qualified, or until removed in the manner elsewhere herein provided or as provided by law.

(5) In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director; it being the intent thereof that voting for Directors shall be non-cumulative.

(6) In the event that Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. The organizational meeting of a newly elected or designated Board shall be held within a reasonable time after their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

D. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived.

E. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

F. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

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G. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

H. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

I. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declaration, and shall include, without limitation, the right, power and authority to:

- (1) Make, levy and collect assessments against Members and Members' Units to defray the costs of the Condominium, and to use the proceeds of assessments in the exercise of the powers and duties of the Association;
- (2) Maintain, repair, replace, operate and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of Members;
- (3) Repair and reconstruct improvements after casualty;
- (4) Make and amend regulations governing the use of the property, real and personal, in the Condominium; provided, that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;
- (5) Approve or disapprove proposed purchasers and lessees of Units and to exercise or waive the Association's right of first refusal of each proposed sale or lease of a Unit in the manner specified in the Declaration. The President or the Vice President of the Association may, by resolution of the Board, be authorized to approve (but not disapprove) any proposed

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purchaser or lessee, or to waive (but not to exercise) the Association's right of first refusal, and to execute, on behalf of the Association, appropriate documents to evidence same;

- (6) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration;
- (7) Contract for the management and maintenance of the Condominium and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (8) Enforce by legal means the provisions of the Articles, these By-Laws, the Declaration and all regulations governing use of property of and in the Condominium hereafter adopted.
- (9) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens.
- (10) Carry insurance for the protection of the members and the Association against casualty and liability.
- (11) Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units.
- (12) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

J. The first Board of Directors of the Association shall be comprised of the five (5) Subscribers of the Articles, who shall serve until their successors are designated by Developer or elected at the first annual meeting of the Members. Should any member of the first Board be unable to serve for any reason, Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

K. Directors may be removed from office in the manner provided by law for the removal of directors of Florida corporations not for profit.

V. ADDITIONAL PROVISIONS-MEETINGS OF MEMBERS AND DIRECTORS.

A. Notwithstanding anything contained in these By-Laws to the contrary, any meeting of Members or the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

B. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which they might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

VI. OFFICERS.

A. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

C. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

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E. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominium.

VII. FISCAL MANAGEMENT.

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

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

B. The Board shall adopt, for, and in advance of, each calendar year, a budget showing the estimated costs of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Unit and the due date(s) and amounts of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before January 1 of the year for which the budget is made. If any budget is subsequently amended, a copy shall be furnished each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by checks signed by such persons as are designated by the Board.

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D. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each Member not later than April 1 of the year following the year for which the report is made.

E. Fidelity bonds shall be required by the Board from all officers, directors, employees and/or agents of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against Members for common expenses. The premiums on such bonds shall be paid by the Association. However bonds shall not be mandatory if the Florida statutes subsequently do not require them.

VIII. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles, these By-Laws or the laws of Florida.

IX. AMENDMENTS TO BY-LAWS.

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board, acting upon vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium, whether meeting as Members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth; provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the members.

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than two-thirds of the Units in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

D. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

E. Notwithstanding the foregoing provisions of this Article IX, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate members of each Board of Directors of the Association, as provided in Article IV hereof, may be adopted or become effective without the prior written consent of Developer.

The foregoing were adopted as the By-Laws of Plantation Colony of Boca West Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the day of _____, 198__.

Dated: _____

_____, Secretary

APPROVED: _____

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EXHIBIT "G"

BY-LAWS OF

PLANTATION COLONY OF BOCA WEST

CONDOMINIUM ASSOCIATION, INC.

Exhibit "G" Consists of 20 Page(s)

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BY-LAWS

OF

PLANTATION COLONY OF BOCA WEST
CONDOMINIUM ASSOCIATION INC.

I. IDENTITY

A. These are the By-Laws of Plantation Colony of Boca West Condominium Association, Inc., (the "Association"), a Florida corporation not for profit, the Articles of Incorporation (the "Articles") of which were filed in the office of the Secretary of State of Florida on _____. The Association has been organized for the purpose of administering the operation and management of PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM (the "Condominium"), established or to be established in accordance with the Florida Condominium Act (the "Act") upon land, situated in Palm Beach County, Florida, described on Exhibit "A" attached hereto, and if and when each additional Phase(s) is added to the condominium, upon land situated in Palm Beach County, Florida described on Exhibit "A" attached hereto.

B. The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these By-Laws will be annexed, as exhibits, to the Declaration of Condominium of the Condominium (the "Declaration") which will be recorded in the Public Records of Palm Beach County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

C. ~~All members of the Association and their~~ invitees, including, without limitation, all present or future owners and tenants of dwelling units in the Condominium ("Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration.

D. The office of the Association shall be at 5550 Glades Road, Boca Raton, Florida 33431, or at such other place as may be established by resolution of the Board of Directors.

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

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation. An impression of the seal is as follows:

II. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a Member in the action of a meeting

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by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. The vote of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association, designate one natural person as the Primary Occupant. The instrument designating the Primary Occupant shall be filed with the Association, and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of members or in connection with any action concerning which members of the Association shall be required or allowed to vote or otherwise act.

D. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the owner(s) of such Unit at any Association meeting.

E. Except where otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Units represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the members.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. The annual meeting of Members shall be held, at the office of the Association or such other place in Boca Raton, Florida as may be specified in the notice of the meeting, at Five O'Clock P.M. on the first Monday in March of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday.

B. Special meetings of Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members owning a majority of the Units.

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C. Notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. Each notice of a regular, or the annual meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Proof of mailing shall be given by the affidavit of the person giving the notice and by retention of the post office certificate of mailing. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declarations, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting.

E. The order of business at annual meetings of Members, and as far as ~~practical~~ other meetings of Members, shall be:

- (1) Calling of the roll and certifying of proxies
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading or waiver of reading of minutes of previous meeting of Members
- (4) Reports of officers
- (5) Reports of committees
- (6) Appointment by Chairman of inspectors of election
- (7) Election of Directors
- (8) Unfinished business
- (9) Elect a Representative to the Boca West Maintenance Association
- (10) New business

(11) Adjournment

IV. BOARD OF DIRECTORS.

A. The Board of Directors shall consist of five (5) persons. At least a majority of each Board of Directors after the initial Board shall be members of the Association, or shall be authorized representatives, officers or employees of a corporate member of the Association. The Developer shall have the right to elect or designate, in the manner provided in Paragraph B, Article IV of these By-Laws, the members of the Board of Directors which Unit owners other than the Developer are not entitled to elect. When Unit owners other than Arvida Corporation ("Developer") own fifteen percent (15%) of the Units that ultimately may be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of these By-Laws, one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of these By-Laws, not less than a majority of the members of the Board of Directors three years after sales by the Developer have been closed on fifty percent (50%), but less than ninety percent (90%), of the Units that may be operated ultimately by the Association, or three months after sales have been closed by the Developer of ninety percent (90%) of the Units that ultimately may be operated by the Association, and none of the others are being offered for sale by the Developer in the ordinary course of business, or when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale in the ordinary course of business, whichever shall first occur. As long as the Developer holds for sale in the ordinary course of business not less than 5% of the Units in the Condominiums ultimately to be operated by the Association, the Developer shall be entitled to elect or designate not less than one (1) member of the Board of Directors. Notwithstanding the foregoing, operated by the Association; and the Developer shall be entitled to elect or designate not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominiums. Notwithstanding the foregoing, Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other unit member of the Association. After Unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association all property of the Unit owners and of the Association held or controlled by the

B. Directors shall be elected in the following manner:

- (1) Commencing with the election of the first Board to succeed the Board comprised of the Subscribers of the Articles, Developer shall designate that number, and the identity, of the members of the Board which it shall be entitled to designate in accordance with the Articles and these By-Laws, and upon such designation by

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hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by Developer, and qualified, or until removed in the manner elsewhere herein provided or as provided by law.

(5) In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director; it being the intent thereof that voting for Directors shall be non-cumulative.

(6) In the event that Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. The organizational meeting of a newly elected or designated Board shall be held within a reasonable time after their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

D. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived.

E. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

F. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

G. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

H. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

I. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declaration, and shall include, without limitation, the right, power and authority to:

- (1) Make, levy and collect assessments against ~~Members and Members' Units to defray the~~ costs of the Condominium, and to use the proceeds of assessments in the exercise of the powers and duties of the Association;
- (2) Maintain, repair, replace, operate and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of Members;
- (3) Repair and reconstruct improvements after casualty;
- (4) Make and amend regulations governing the use of the property, real and personal, in the Condominium; provided, that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;
- (5) Approve or disapprove proposed purchasers and lessees of Units and to exercise or waive the Association's right of first refusal of each proposed sale or lease of a Unit in the manner specified in the Declaration. The President or the Vice President of the Association may, by resolution of the Board, be authorized to approve (but not disapprove) any proposed

purchaser or lessee, or to waive (but not to exercise) the Association's right of first refusal, and to execute, on behalf of the Association, appropriate documents to evidence same;

- (6) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration;
- (7) Contract for the management and maintenance of the Condominium and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (8) Enforce by legal means the provisions of the Articles, these By-Laws, the Declaration and all regulations governing use of property of and in the Condominium hereafter adopted.
- (9) Pay all taxes and assessments which are liens against any part of the condominium other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens.
- (10) Carry insurance for the protection of the members and the Association against casualty and liability.
- (11) Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units.
- (12) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

J. The first Board of Directors of the Association shall be comprised of the five (5) Subscribers of the Articles, who shall serve until their successors are designated by Developer or elected at the first annual meeting of the Members. Should any member of the first Board be unable to serve for any reason, Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

K. Directors may be removed from office in the manner provided by law for the removal of directors of Florida corporations not for profit.

V. ADDITIONAL PROVISIONS-MEETINGS OF MEMBERS AND DIRECTORS.

A. Notwithstanding anything contained in these By-Laws to the contrary, any meeting of Members or the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

B. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which they might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

VI. OFFICERS.

A. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. ~~Officers may be removed from office by the Board.~~

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

C. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

F. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominium.

VII. FISCAL MANAGEMENT.

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

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

B. The Board shall adopt, for, and in advance of, each calendar year, a budget showing the estimated costs of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized ~~breakdown of the common expenses, which shall include, without~~ limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Unit and the due date(s) and amounts of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before January 1 of the year for which the budget is made. If any budget is subsequently amended, a copy shall be furnished each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by checks signed by such persons as are designated by the Board.

D. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each Member not later than April 1 of the year following the year for which the report is made.

E. Fidelity bonds shall be required by the Board from all officers, directors, employees and/or agents of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against Members for common expenses. The premiums on such bonds shall be paid by the Association. However bonds shall not be mandatory if the Florida statutes subsequently do not require them.

VIII. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles, these By-Laws or the laws of Florida.

IX. AMENDMENTS TO BY-LAWS.

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board, acting upon vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium, whether meeting as Members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer, in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth; provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the members.

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than two-thirds of the Units in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

D. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

B. Notwithstanding the foregoing provisions of this Article IX, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate members of each Board of Directors of the Association, as provided in Article IV hereof, may be adopted or become effective without the prior written consent of Developer.

The foregoing were adopted as the By-Laws of Plantation Colony of Boca West Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the day of _____, 198__.

Dated: _____

_____, Secretary

APPROVED: _____

B3861 P0165

EXHIBIT A

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - (OVERALL-MASTER)

A parcel of land lying in Sections 9 and 1, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the southwest corner of said Section 10; thence North 89°23'42" East, along the South line of said Section, a distance of 235.04 feet to the Point of Beginning of this description; thence continue North 89°23'42" East, along said South line, a distance of 267.33 feet; thence North 41°56'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North 42°39'40" East, a distance of 138.13 feet; thence North - 00°22'12" West, a distance of 233.97 feet; thence North 23°47'42" West, a distance of 286.11 feet; thence North 20°02'19" East, a distance of 124.05 feet; thence North 47°44'22" West, a distance of 138.29 feet; thence South 81°13'19" West, a distance of 77.28 feet; thence South 45°23'11" West, a distance of 64.23 feet; thence West, a distance of 296.68 feet; thence South 76°03'20" West, a distance of 115.25 feet; thence West, a distance of 414.17 feet; thence South 05°50'04" West, a distance of 393.95 feet; thence South - 04°41'23" East, a distance of 480.37 feet; thence South 84°27'55" East, a distance of 579.71 feet to a point on the South line of said Section 10 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 22.590 acres, more or less.

SUBJECT to all easements, reservations and rights-of-way of record.

DATE: December 2, 1981

PREPARED BY: MICHAEL G. PURKINS & ASSOCIATES, INC.
1350 East Hillsboro Blvd. Suite #202
Deerfield Beach, Florida 33441

J.O. #21-0393

83861 P0166

PHASE I

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE I (REVISED)

A parcel of land lying in Section 10, Township 47 South, Range 47 West, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10, thence North 89°23'42" East, along the South line of said Section 10, a distance of 235.04 feet to a point; thence continue North 89°23'42" East, along said South line, a distance of 267.33 feet; thence North 41°56'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North 42°39'40" East, a distance of 10.91 feet to the Point of Beginning of this description; thence continue North 42°39'40" East, a distance of 127.22 feet; thence North 00°22'12" West, a distance of 130.31 feet; thence West, a distance of 239.36 feet; thence North 45°00'00" West, a distance of 22.00 feet; thence North 84°57'00" West, a distance of 41.67 feet to the Point of Curvature of a Circular Curve to the right, whose radius point bears South 81°23'35" West, from the last described course; thence Southerly and Westerly along the arc of said curve having a radius of 65.89 feet, an arc distance of 84.64 feet to the Point of Tangency; thence South 65°00'00" West, a distance of 66.39 feet; thence North 25°00'00" West, a distance of 10.00 feet to the intersection with the arc of a circular curve to the left, whose radius point bears South 25°00'00" East, from the last described point; thence Southerly and Westerly, along the arc of said curve, having a radius of 102.50 feet, an arc distance of 102.89 feet to a point; thence South 45°00'00" West, a distance of 21.19 feet; thence North 45°00'00" West, a distance of 31.82 feet; thence West, a distance of 52.50 feet; thence South 48°00'46" West, a distance of 33.63 feet; thence South 81°20'15" West, a distance of 36.85 feet; thence South 17°52'43" West, a distance of 81.43 feet; thence South, a distance of 25.00 feet; thence South 45°00'00" East, a distance of 116.67 feet; thence North 74°28'33" East, a distance of 92.44 feet; thence North 42°00'46" East, a distance of 33.63 feet; thence South 70°56'32" East, a distance of 145.47 feet; thence North 45°00'00" East, a distance of 53.03 feet; thence North 25°46'10" East, a distance of 80.51 feet; thence North 09°46'57" West, a distance of 73.57 feet; thence North 32°00'19" West, a distance of 94.34 feet; thence North 45°00'00" West, a distance of 24.75 feet; thence North 79°41'43" West, a distance of 55.90 feet; thence South 41°38'01" West, a distance of 30.10 feet; thence North 45°00'00" West, a distance of 24.20 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 69°07'41" East, from the last described point; thence Northerly and Easterly, along the arc of said curve, having a radius of 57.50 feet, an arc distance of 44.29 feet to the Point of Tangency; thence North 65°00'00" East, a distance of 66.39 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly along the arc of said curve having a radius of 100.89 feet, an arc distance of 32.50 feet to a point; thence East, a distance of 10.77 feet; thence South 04°05'08" West, a distance of 70.18 feet; thence South 56°18'36" East, a distance of 117.18 feet; thence South 73°08'30" East, a distance of 86.21 feet; thence East, a distance of 21.05 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 3.521 acres, more or less.

SUBJECT to all easements, reservations and rights-of-way of record.

DATE: April 28, 1982

PREPARED BY:

MICHAEL G. PURMORT & ASSOCIATES, INC.
1300 East Hillsboro Blvd., Suite 202
Deerfield Beach, Florida 33441

J.O. # 81-0393

(Revised For Building Permit S.O.S.)

B3061 P0167

ADDITIONAL PHASE, IF ADDED TO THE CONDOMINIUM

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE II (REVISED)

A parcel of land lying in Section 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10; thence North 89°23'42" East, along the South line of said Section 10, a distance of 235.04 feet; thence continue North 89°23'42" East, along said South line, a distance of 267.33 feet; thence North-41°56'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North-42°39'40" East, a distance of 138.13 feet; thence North 00°22'12" West, a distance of 130.31 feet to the Point of Beginning of this description; thence continue North-00°22'12" West, a distance of 103.65 feet; thence North 23°47'42" West, a distance of 285.11 feet; thence North 20°02'19" East, a distance of 124.05 feet; thence North-47°44'22" West, a distance of 138.29 feet; thence South 81°13'19" West, a distance of 77.28 feet; thence South 45°23'11" West, a distance of 64.23 feet; thence West, a distance of 8.38 feet; thence South, a distance of 176.61 feet; thence South-45°00'00" West, a distance of 135.65 feet; thence South 82°30'00" West, a distance of 4.51 feet; thence South 07°30'00" East, a distance of 52.00 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South-07°30'00" East; from the last described point; thence Easterly and Southerly, along the arc of said curve, having a radius of 59.00 feet, an arc distance of 91.54 feet to a point; thence North 81°23'35" East, a distance of 18.50 feet; thence South-08°36'25" East, a distance of 128.74 feet; thence South 84°57'00" East, a distance of 47.67 feet; thence South 45°00'00" East, a distance of 22.00 feet, thence East, a distance of 239.36 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 3.358 acres, more or less.

SUBJECT to all easements, reservations, and rights-of-way of record.

DATE: June 17, 1982

PREPARED BY: MICHAEL G. PURMORT & ASSOCIATES, INC.
1300 East Hillsboro Blvd. Suite #202
Deerfield Beach, FL 33441

J.O. #81-0393

B3861 PD168

ADDITIONAL PHASES, IF ADDED TO THE CONDOMINIUM

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE III

A parcel of land lying in Section 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10; thence North 89°23'42" East, along the South line of said Section, a distance of 235.04 feet; thence continue North 89°23'42" East, along said South line, a distance of 267.33 feet; thence - North 41°56'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.61 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North 42°39'40" East, a distance of 138.13 feet; thence North 00°23'00" West, a distance of 115.16 feet; thence West, a distance of 232.86 feet; thence - 45°00'00" West, a distance of 15.17 feet; thence North 86°30'00" West, a distance of 79.57 feet to the Point of Beginning of this description; thence South 03°30'00" West, a distance of 7.00 feet to the Point of Curvature of a circular curve to the right; thence Southerly and Westerly, along the arc of said curve, having a radius of 67.50 feet, an arc distance of 72.45 feet to the Point of Tangency; thence South 65°00'00" West, a distance of 35.00 feet; thence North 25°00'00" West, a distance of 10.00 feet to the intersection with the arc of a circular curve to the left, whose radius point bears South 25°00'00" East, from the last described point; thence Southerly and Westerly, along the arc of said curve, having a radius of 102.50 feet, an arc distance of 5.83 feet; thence North 45°00'00" West, a distance of 46.79 feet; - thence North 45°00'00" East, a distance of 28.28 feet; thence North 45°00'00" West, a distance of 38.89 feet; thence North 45°00'00" East, a distance of 31.82 feet; thence North, a distance of 70.00 feet; thence North 33°41'24" East, a distance of 41.07 feet; thence South 86°30'00" East, a distance of 83.83 feet; thence South - 05°00'00" West, a distance of 130.04 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 0.455 acres, more or less.

SUBJECT to all easements, reservations and rights-of-way of record.

DATE: December 2, 1981

PREPARED BY: MICHAEL G. PURMORT & ASSOCIATES, INC.
1300 East Hillsboro Blvd. Suite #202
Deerfield Beach, Florida 33441

J.O. # 81-0393

B3861 P0169

ADDITIONAL PHASES, IF ADDED TO THE CONDOMINIUM

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE IV

A parcel of land lying in Sections 9 and 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10; thence North 89°23'42" East, along the South line of said Section 10, a distance of 235.04 feet; thence continue North 89°23'42" East, along said South line, a distance of 267.33 feet; thence North 41°55'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North 42°39'40" East, a distance of 138.13 feet; thence North 00°22'12" West, a distance of 233.97 feet; thence North 23°47'42" West, a distance of 286.11 feet; thence North 20°02'19" East, a distance of 124.05 feet; thence North 47°44'22" West, a distance of 138.29 feet; thence South 81°13'19" West, a distance of 77.28 feet; thence South 45°23'11" West, a distance of 64.23 feet; thence West, a distance of 8.38 feet to the Point of Beginning of this description; thence continue West, a distance of 288.30 feet; thence South 76°03'20" West, a distance of 115.25 feet; thence South 03°03'56" East, a distance of 235.04 feet to the intersection with the arc of a circular curve to the left, whose radius point bears South 03°03'56" East, from the last described point; thence Easterly and Southerly, along the arc of said curve, having a radius of 259.13 feet, an arc distance of 88.18 feet to the Point of Reverse Curvature of a circular curve; thence Easterly and Southerly, along the arc of said curve, having a radius of 308.59 feet, an arc distance of 128.90 feet to the Point of Tangency; thence North 82°30'00" East, a distance of 73.09 feet to a point, said point being further described as Point A; thence continue North 82°30'00" East, a distance of 4.51 feet; thence North 45°00'00" East, a distance of 135.65 feet; thence North, a distance of 170.01 feet to the Point of Beginning of this description.

TOGETHER WITH the following described parcel:

Commencing at Point A, as mentioned in the above described parcel; thence South - 07°30'00" East, a distance of 42.00 feet to the Point of Beginning of this description; thence continue South 07°30'00" East, a distance of 10.00 feet; thence South 82°30'00" West, a distance of 73.09 feet to the Point of Curvature of a circular curve to the right; thence Westerly, along the arc of said curve, having a radius of 360.59 feet, an arc distance of 44.07 feet; thence South, a distance of 29.67 feet; thence South - 45°00'00" East, a distance of 49.50 feet; thence South 12°52'30" East, a distance of 89.75 feet; thence South 25°42'36" West, a distance of 74.92 feet; thence South - 45°00'00" West, a distance of 60.10 feet; thence North 70°39'55" West, a distance of 151.02 feet; thence South 45°00'00" West, a distance of 31.82 feet; thence West, a distance of 52.50 feet; thence South 45°00'00" West, a distance of 31.82 feet; thence West, a distance of 25.00 feet; thence North 51°50'34" West, a distance of 44.51 feet; thence North 1°15'18" West, a distance of 57.01 feet; thence West, a distance of 43.45 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 88°31'40" East, from the last described point; thence Northerly and Easterly, along the arc of said curve, having a radius of 77.50 feet, an arc distance of 25.06 feet to the Point of Tangency; thence North 20°00'00" East, a distance of 47.30 feet to the Point of Curvature of a circular curve to the left; thence Northerly and Easterly, along the arc of said curve, having a radius of 132.50 feet, an arc distance of 57.81 feet to the Point of Tangency; thence North 05°00'00" West, a distance of 45.12 feet; thence East, a distance of 4.88 feet to the Point of

Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 278.23 feet, an arc distance of 105.83 feet to the Point of Reverse Curvature of a circular curve; thence Northerly, Easterly, then Southerly, along the arc of said curve, having a radius of 217.13 feet, an arc distance of 145.64 feet to the Point of Reverse Curvature of a circular curve; thence Southerly and Easterly, along the arc of said curve, having a radius of 350.59 feet, an arc distance of 146.44 feet to the Point of Tangency; thence North 82°30'00" East, a distance of 73.09 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 4.608 acres, more or less.

SUBJECT to all easements, reservations and rights-of-way of record.

DATE: December 2, 1981 PREPARED BY: MICHAEL G. PURNORT & ASSOCIATES, INC.
J.O. #81-0393 1300 East Hillisboro Blvd. Suite #202
Deerfield Beach, Florida 33441

Page 2 of 2

03861 P0171

ADDITIONAL PHASES, IF ADDED TO THE CONDOMINIUM

DESCRIPTION: PLANTATION COLONY CONDOMINIUM - PHASE V

A parcel of land lying in Sections 9 and 10, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10; thence North 89°23'42" East, along the South line of said Section 10, a distance of 235.04 feet; thence continue North - 89°23'42" East, along said South line, a distance of 267.33 feet; thence North 41°56'27" East, a distance of 94.04 feet; thence North 00°22'59" East, a distance of 130.01 feet; thence North 89°14'08" East, a distance of 120.72 feet; thence North 42°39'40" East, a distance of 138.13 feet; thence North 00°22'12" West, a distance of 233.97 feet; thence North 23°47'42" West, a distance of 286.11 feet; thence North 20°02'19" East, a distance of 124.05 feet; thence North 47°44'22" West, a distance of 138.29 feet; thence South - 81°13'19" West, a distance of 77.28 feet; thence South 45°23'11" West, a distance of 64.23 feet; thence West, a distance of 296.68 feet; thence South 76°03'20" West, a distance of 115.25 feet to the Point of Beginning of this description; thence West, a distance of 384.85 feet; thence South, a distance of 65.68 feet; thence South 45°00'00" West, a distance of 45.96 feet; thence South, a distance of 25.00 feet; thence South 45°00'00" East, a distance of 24.75 feet; thence South, a distance of 37.50 feet; thence South 38°39'35" East, a distance of 48.02 feet; thence South, a distance of 28.92 feet to a point, said point being further described as Point A; thence South 70°48'15" East, a distance of 57.87 feet to the Point of Curvature of a circular curve to the right; thence Southerly and Easterly, along the arc of said curve, having a radius of 104.00 feet, an arc distance of 34.84 feet to the Point of Tangency; thence East, a distance of 121.86 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 236.23 feet, an arc distance of 90.71 feet to the Point of Reverse Curvature of a circular curve; thence Northerly and Easterly, along the arc of said curve, having a radius of 259.13 feet, an arc distance of 65.63 feet; thence North 03°02'56" West, a distance of 235.04 feet to the Point of Beginning of this description.

TOGETHER WITH the following described parcel:

Commencing at Point A, as described in the above description; thence South 19°11'41" West, a distance of 42.00 feet to the Point of Beginning of this description; thence North - 70°48'19" West, a distance of 31.01 feet; thence South 19°11'41" West, a distance of 10.00 feet; thence South 70°48'19" East, a distance of 54.41 feet; thence South, a distance of 46.78 feet; thence South 26°33'54" West, a distance of 55.90 feet; thence South 83°39'35" West, a distance of 45.28 feet; thence South, a distance of 85.00 feet; thence South - 56°18'36" East, a distance of 36.05 feet; thence South, a distance of 40.00 feet; thence South 41°38'01" East, a distance of 30.10 feet; thence East, a distance of 55.00 feet; thence North 71°33'54" East, a distance of 79.06 feet; thence North 28°18'47" East, a distance of 36.91 feet; thence East, a distance of 17.50 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 77°53'37" West, from the last described point; thence Southerly, along the arc of said curve, having a radius of 177.50 feet, an arc distance of 37.50 feet to the Point of Tangency; thence South, a distance of 57.77 feet; thence West, a distance of 28.95 feet; thence North - 53°07'48" West, a distance of 25.00 feet; thence North 86°25'25" West, a distance of 40.08 feet; thence South 45°00'00" West, a distance of 38.89 feet; thence South 19°39'14" West, a distance of 37.16 feet; thence South 45°00'00" West, a distance of 42.43 feet; thence South 25°12'04" West, a distance of 93.94 feet; thence South 36°23'04" East, a distance of 118.00 feet; thence South 71°33'54" East, a distance of 31.62 feet; thence North - 70°49'16" East, a distance of 121.76 feet; thence South 63°26'06" East, a distance of

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55.90 feet; thence South 71°33'54" East, a distance of 79.06 feet; thence North 63°26'06" - East, a distance of 22.36 feet; thence North 45°00'00" East, a distance of 42.43 feet; thence North 24°26'38" East, a distance of 90.62 feet; thence North 45°00'00" West, a distance of 53.03 feet; thence North 49°23'55" East, a distance of 23.05 feet; thence - North, a distance of 20.00 feet; thence North 45°00'00" West, a distance of 45.95 feet; thence North 21°02'15" West, a distance of 34.82 feet; thence North 30°57'50" West, a distance of 29.16 feet; thence West, a distance of 62.50 feet; thence South 73°03'58" West, a distance of 42.92 feet; thence North, a distance of 60.27 feet to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 222.50 feet, an arc distance of 50.48 feet to the Point of Reverse Curvature of a circular curve; thence Northerly and Westerly, along the arc of said curve, having a radius of 67.50 feet, an arc distance of 17.31 feet to a point; thence West, a distance of 10.00 feet to the intersection with the arc of a circular curve to the right, whose radius point bears South 88°31'40" East, from the last described point; thence Northerly and Easterly, along the arc of said curve, having a radius of 77.50 feet, an arc distance of 25.06 feet to the Point of Tangency; thence North 20°00'00" East, a distance of 47.30 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 132.50 feet, an arc distance of 57.81 feet to the Point of Tangency; thence North 05°00'00" West, a distance of 46.12 feet; thence West, a distance of 116.99 feet to the Point of Curvature of a circular curve to the right; thence Westerly and Northerly, along the arc of said curve, having a radius of 146.00 feet, an arc distance of 48.91 feet to the Point of Tangency; thence North 70°48'19" West, a distance of 57.87 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 5.471 acres, more or less.

SUBJECT to all easements, reservations and rights-of-way of record.

DATE: December 2, 1981

PREPARED BY: MICHAEL G. PURNORT & ASSOCIATES, INC.
1300 East Hillsboro Blvd. Suite #202
Deerfield Beach, Florida 33441

J.O. #81-0393

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RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT