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DECLARATION OF CONDOMINIUM

FOR

PLANTATION COLONY OF BOCA WEST,
A CONDOMINIUM

MADE January 12, 1983, by ARVIDA CORPORATION, a Delaware corporation, (the "Developer"), the owner of fee simple title to the land described herein, and in and by which Developer makes the following declarations:

I. SUBMISSION TO CONDOMINIUM OWNERSHIP.

Developer hereby submits to the condominium form of ownership and use the land described in Article III hereof, the improvements now and hereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to Chapter 718, Florida Statutes, as amended to the date hereof (the "Condominium Act").

II. NAME AND ADDRESS.

The name by which this condominium is to be identified is PLANTATION COLONY OF BOCA WEST, a CONDOMINIUM, sometimes herein called the "Condominium." The Condominium is located at Rain Forest Drive, Boca Raton, Florida 33434.

III. THE CONDOMINIUM PROPERTY: PHASE I.

A. Description of Phase I Property.

The land hereby submitted to condominium (the "Land" or the "Phase I Property") is situated in Palm Beach County, Florida, and a plot plan (site plan) and survey of the Phase I Property is annexed hereto and made a part hereof as Exhibit "B". The legal description of the Phase I Property is attached hereto as Exhibit "A".

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B. Description of the Condominium Property.

The description of the improvements comprising part of Phase I of the Condominium Property, consisting of twenty four (24) dwelling Units located in fifteen (15) separate residential buildings, including an identification of each "Unit" (as defined in the Condominium Act and herein) by number, constituting a graphic description of the buildings in which units are located, is annexed hereto and made a part hereof as Exhibit "C". Exhibit "B", consisting of the plot plan (site plan) and survey, and Exhibit "C", consisting of graphic descriptions of the residential improvements thereon, together with this Declaration, are in sufficient detail to identify the "Common Elements", "Limited Common Elements", and each of the "Units", as those terms are defined in Article V herein, and their relative locations and approximate dimensions. In addition to the twenty four (24) dwelling Units, the buildings contain Common Elements and Limited Common Elements, as those terms are herein defined. The Condominium Property also includes improvements other than the residential buildings consisting of the outside parking areas, walks, landscaping and all underground structures and improvements

Return to: Gold Coast Title Co. West
5530 Glades Road - D-1
Boca Raton, Florida 33431

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

which are not part of or located within the residential building, and which are not elsewhere herein reserved to and/or retained by Developer, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

IV. DESCRIPTION OF PHASES OF THE CONDOMINIUM.

A. The Developer intends to develop the Condominium in up to five Phases. All land which may become part of the Condominium, if all five Phases are declared as part of the Condominium, is situated in Palm Beach County, Florida and is legally described in Exhibit "A".

B. The first Phase of the Condominium is being declared pursuant to this original Declaration as set forth in Articles I and III, the legal description of which is set forth in Exhibit "A".

C. Until January 1, 1987, the Developer shall have a right to amend this Declaration, by recording in the Public Records of Palm Beach County, Florida, an amendment executed by the Developer submitting to the Condominium form of ownership, and expanding this Condominium to include, any or all of the additional Phases of the Condominium legally described and graphically depicted in Exhibits "A" and "C" attached hereto, as Phases II, IV and V (Phases I, II, IV and V sometimes herein referred to as the "Residential Phases"). Phase II will include, if declared as a part of the Condominium, fourteen (14) residential buildings containing a total of twenty-three (23) dwelling Units; Phase IV will include, if declared as a part of the Condominium, twenty (20) residential buildings containing a total of thirty-two (32) dwelling Units; and Phase V will include, if declared as a part of the Condominium, twenty-five (25) residential buildings containing a total of forty-one (41) dwelling Units, with the approximate size, boundaries and description of the Units, Common Elements and Limited Common Elements to be similar to that described in Article V. Graphic descriptions of said Units are attached hereto in Exhibit "C", however, the Developer reserves the right to change these graphic descriptions at any time.

D. If and when a Residential Phase(s) is submitted to Condominium as a part of this Condominium, all definitions and provisions of this Declaration, and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall apply to all Units, Common Elements and Limited Common Elements in the Phase(s) except for descriptions and sizes of particular Units, Common Elements and Limited Common Elements which may differ. Developer shall have the absolute right to change the architectural plans for any Phase(s) and there shall be no requirement that the Units in any Phase(s) be similar to the Units in Phase I and/or any other Phase(s) constructed and added to the Condominium, if any, in design, price, or exterior appearance.

E. Until January 1, 1987, the Developer shall have the right to amend this Declaration, by recording an amendment executed by the Developer in the Public Records of Palm Beach County, Florida, submitting the "Phase III Property" to the condominium form of ownership and expanding this Condominium to include the Phase III Property in addition to the Phase I Property and/or any other Phase or Phases constructed and added to the Condominium. The Phase III Property, if declared as a part of the Condominium, will include a swimming pool, service

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buildings and related improvements, and will therefore consist of Common Elements only. The legal description and site plan (plot plan) and survey of the Phase III Property are attached hereto as Exhibits "A" and "B". The percentage of ownership of Common Elements and Common Surplus by each Unit owner in the Condominium will not be affected by addition of the Phase III Property to the Condominium. The graphic description of the Phase III Property is attached hereto as Exhibit "D", however, Developer reserves the right to change the graphic description at any time.

F. If and when the Phase III Property is submitted to condominium as a part of this Condominium, all definitions and provisions of this Declaration, and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall apply to all Common Elements in the Phase III Property. Developer shall have the absolute right to change the architectural plans for the Phase III Property.

G. An amendment to this Declaration executed by the Developer pursuant to Paragraphs C or E of this Article IV shall be effective at the time of filing of the amendment in the Public Records of Palm Beach County, Florida and shall be effective and binding on all Unit Owners and Units within the Condominium. The joinder or consent of Unit owners or mortgagees shall not be necessary for such an amendment to be effective.

H. The Developer shall not be obligated in any way to declare all or any of the Property in Phases II through V both inclusive, as a part of the Condominium, or to declare any one of them if it declares the other or others to be a part of the Condominium Property, or to add the Phases in ascending numerical or any other particular order. The Developer shall have and reserves the right to develop or sell all or any of such properties in any manner or to any person or entity free of any restriction hereunder.

I. Unit owners in the Phase I Property shall have no rights in any other Phase or Phases, if any, of the Condominium, unless and until an amendment pursuant to Paragraphs C or E of this Article IV is recorded in the Public Records of Palm Beach County, Florida. If the Condominium is not expanded to include any additional Phase or Phases within the time period described in Paragraph C of this Article IV, the Unit owners in the Phase I Property (which at that time would contain all of the Units of the Condominium) shall be entitled to one hundred percent (100%) ownership of all Common Elements within the Phase I Property (and the Phase III Property if it has been added to the Condominium) with their undivided interests being as set forth in the applicable schedule in Exhibit "E". If the Condominium is expanded to include any additional Residential Phase or Phases, then the Unit owners in Phase I and the Unit owners in each such additional Residential Phase or Phases added would own the Common Elements within the Phase I Property and within each additional Residential Phase or Phases added (and the Phase III Property, if added) with their undivided interests being as set forth in the applicable schedule in Exhibit "E".

V. DEFINITION OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The Condominium will consist of "Units", "Common Elements" and "Limited Common Elements", as those terms are herein defined.

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A. Units

The term "Units", as used herein, shall mean and comprise the twenty-four (24) separate dwellings in the Condominium which are located and individually described in Exhibit "C" hereto, and it shall also mean and comprise the twenty-three (23) separate dwellings in Phase II, if added to the Condominium, the thirty-two (32) separate dwellings in Phase IV, if added to the Condominium, and the forty-one (41) separate dwellings in Phase V, if added to the Condominium, ~~excluding, however:~~ (1) all spaces and improvements lying ~~beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the lowest horizontal plane of the upper structural element of each Unit;~~ and (2) all spaces and improvements lying beneath the undecorated and/or unfinished inner surface of all interior columns, bearing walls and/or bearing partitions; and (3) all pipes, ducts, vents, wires, conduits and other facilities, equipment and/or fixtures running through any interior wall or horizontal or vertical partition of a Unit, for the furnishing of utility services, heating and cooling and/or ventilation to Units, Common Elements and/or Limited Common Elements. All glass and other transparent and/or translucent material, insect screens and screening in windows and doors and the material covering other openings in the exterior walls of Units shall be construed to be within the boundaries or limits and part of the Unit exclusively served by such windows, doors and other openings. No Units will be created in time-share estates.

B. Common Elements.

The term "Common Elements", as used herein, shall mean and comprise all of the real property of the Condominium except Units including, without limitation: (1) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and (2) easements of support in every portion of a Unit which contribute to the support of other Units and/or Common Elements; and (3) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and (4) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and (5) fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium; and (6) the riparian and/or littoral rights, appertaining to the Land, if any; and (7) the swimming pool, swimming pool service building and related facilities and equipment, if the Phase III Property is added to the Condominium.

C. Limited Common Elements.

"Limited Common Elements", as the term is used herein, shall mean and comprise the Common Elements which are reserved herein, or assigned or granted separately herefrom, for the use of a certain unit or units to the exclusion of other units, consisting of the following:

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(1) To each Unit in the Condominium, the concrete terrace, patio, entry, entry landing, balcony, canopy and other equipment and/or fixtures, if any, attached, affixed or contiguous to the exterior of and serving only that Unit; and

(2) To each Unit in the Condominium, there is hereby granted the right of exclusive use of the area of Land and air space occupied by the air conditioning compressor serving that Unit; and

(3) To each second story Unit in the Condominium, the stairway providing access and entrance to and serving only that Unit; and

VI. APPURTENANCES TO UNITS.

There shall be appurtenant, and pass with title, to each Unit, the rights, shares, and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

A. An undivided share in the Common Elements and in the "Common Surplus" (as that term is elsewhere herein defined). The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit in the Phase I Property is that proportion of the total set forth, as a percentage, in the applicable schedule which is annexed hereto and made a part hereof in Exhibit "E"; and if and when any additional Residential Phase(s) is submitted to condominium as part of this Condominium, the undivided share in the Common Elements and Common Surplus of the Condominium appurtenant to each unit in the Phase I Property and such additional Residential Phase(s) is that proportion of the total set forth, as a percentage, in the applicable Schedule which is annexed hereto and made a part hereof in Exhibit "E".

B. The right to use exclusively, or in common with certain other Units where so specified, those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements; and

C. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on Exhibit "C" hereto) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time; and

D. Non-exclusive easements, to be used and enjoyed in common with the owners of all Units in the Condominium, for use of those Common Elements not designated elsewhere herein as Limited Common Elements, including, without limitation, easements for:

(1) The furnishing and maintenance of public utility services to all parts of the real property of the Condominium over, across, in and through the Land, buildings and other improvements, as the fixtures and equipment therefor now exist and/or may be modified or relocated; and

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(2) Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds, and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic throughout the Condominium and for access to public ways; and

(3) Recreational purposes, in and to the swimming pool and related fixtures and equipment if Phase III is added to the Condominium; and

E. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of Developer or any Unit owner or owners, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment; and

F. An exclusive easement for the use of the area of Land and air space occupied by the air conditioning compressor, and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving and individually owned by the owner of the Unit, as the same exist in and on the Land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies; and

G. The right to membership in the "Association" (elsewhere herein defined), upon the terms and conditions set forth elsewhere herein.

VII. COMMON EXPENSES AND COMMON SURPLUS.

The term "Common Expenses", as used herein, shall mean all expenses for which all the owners of Units in the Condominium (except the Association) shall be liable to the Association. The term "Common Surplus", as used herein, shall mean the excess of all receipts of the Association, including, without limitation, assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses. All of the owners of Units (except the Association) shall share the Common Expenses and shall own the Common Surplus in the proportions or percentages set forth in the applicable schedule annexed hereto and made a part hereof in Exhibit "E".

VIII. VOTING RIGHTS OF UNIT OWNERS.

The owner or owners of each Unit shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from Developer or, in a conveyance by a grantee or a remote grantee of Developer, a deed which has been approved by the Association and otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws of the Association. There shall be

appurtenant, and pass with title, to each Unit one vote as a member of the Association, which may be exercised by the owner(s), or the duly constituted proxy of the owner(s), from time to time, of each Unit at all meetings of members and in connection with all matters upon which members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and By-Laws of the Association.

IX. NAME OF ASSOCIATION.

The entity responsible for the operation of the Condominium shall be Plantation Colony of Boca West Condominium Association, Inc., a Florida corporation not for profit (the "Association"), of which a copy of the Articles of Incorporation is annexed hereto and made a part hereof as Exhibit "P". Subject to the rights reserved to Developer herein and in the Condominium Act to administer and manage the Condominium Property initially, the Association shall administer and manage the Condominium Property; provided, that the Association may, to the extent permitted by the Condominium Act, by contract, partially or wholly delegate its maintenance, management and operational duties and obligations.

X. BY-LAWS OF ASSOCIATION.

A copy of the By-Laws of the Association is annexed hereto and made a part hereof as Exhibit "G".

XI. AMENDMENT OF DECLARATION.

Except for amendments which Developer is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

A. Notice.

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

B. Proposal.

Amendments to this Declaration may be proposed by the Board of Directors (the "Board") of the Association by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the owners of a majority of the Units, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

C. Adoption.

Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive

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officer, who shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the By-Laws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the By-Laws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of members owning not less than seventy-five percent (75%) of the Units; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning not less than seventy-five (75%) of all Units. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

(1) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment, or

(2) Discriminate against any Unit owner or against any Unit or building or class of buildings comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment, or

(3) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit owner in the Common Surplus, or

(4) Increase the share of any Unit owner(s) in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment, or

(5) Make any change in Article XIII hereof, entitled "Insurance", nor in Article XIV hereof, entitled "Reconstruction or Repair After Casualty", unless the record owners of all liens on Units shall join in the execution and acknowledgment of the amendment.

(6) Amend the provisions of Article XXII hereof without Developer's joinder and consent so long as it holds any unit for sale in the ordinary course of its business.

D. Secret Ballot.

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Any vote to amend this Declaration relating to a change in percentage of ownership in the common elements or sharing of this common expense shall be conducted by secret ballot.

E. Effective Date and Recording Evidence of Amendment.

As to members of the Association and persons having actual knowledge of the adoption of any amendment to this Declaration, such amendment shall be effective as of the date of adoption or otherwise as may be specified in the resolution or instrument creating the amendment. As to non-members of the Association without actual knowledge of an amendment to this Declaration, the same shall be effective at the time the affected person acquires actual knowledge thereof or at the time of filing the amendment or certificate of amendment in the Public Records of Palm Beach County, Florida, whichever occurs first. The President of the Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall cause to be filed in the Public Records of Palm Beach County, Florida, the original amendment to the Declaration, if it is in the form of an instrument executed and acknowledged by Unit owners and the holders of liens thereon, or a certificate of amendment, if it is a certification by the proper officers of the Association that such amendment was adopted by the Association at a meeting of the members. A true and correct copy of each such amendment or certificate of amendment shall be delivered, forthwith after adoption thereof, to the record owners of all Units and to the record owners of all liens on Units, by the President, Vice President or other acting chief executive officer of the Association, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

F. Amendment to Correct Omission or Error in Condominium Documents.

Notwithstanding any provision to the contrary set forth in this Article XI or elsewhere, in and of this Declaration, the Articles of Incorporation or By-Laws of the Association, the Developer shall have the right, without the joinder or consent of the Unit Owners or the Association, to amend this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially or adversely affecting the rights of owners, lienors or mortgagees.

XII. MAINTENANCE, REPAIRS AND REPLACEMENTS.

Responsibility for maintenance, repairs and replacements of Condominium property and property of Unit owners located or situated within the Condominium shall be as follows:

A. Units.

Each Unit, and the fixtures, equipment and appliances comprising a part thereof, located therein, or exclusively serving the same (not including, however, Limited Common Elements), shall be maintained, kept in good repair and replaced by and at the expense of the owner(s) thereof. All maintenance, repairs and/or replacements for which Unit owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises.

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Notwithstanding the obligation of Unit owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss of or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

B. Common Elements.

The Association shall be responsible for, and shall assess against and collect from the owners of all Units in the Condominium, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements except certain of the Limited Common Elements specified below. The Association shall, at the expense of the owners of all Units in the Condominium, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements.

C. Limited Common Elements.

The Association shall be responsible for, and shall assess against and collect from the owners of all Units in the Condominium, the costs of maintaining, repairing, replacing, and keeping in clean and orderly condition, all of those Common Elements designated elsewhere herein as Limited Common Elements except that: (1) the responsibility for, and the cost of, keeping clean and in orderly condition those Limited Common Elements which are reserved for, assigned or granted to, and exclusively serve a certain Unit or Units to the exclusion of other Units shall be borne by the owner(s) of the Unit(s) to which the same are appurtenant except that the Association shall have the responsibility for maintaining, repairing, replacing, and keeping in clean and orderly condition all television antenna and air conditioning compressors, even though they are Limited Common Elements and the Association shall charge the cost of such maintenance, repairs, replacement or work to the unit or units served by such television antenna or air conditioning compressor to the exclusion of other units. If a Unit owner or owners do not properly maintain, repair, replace or keep clean and in an orderly condition a Limited Common Element for which the Unit Owners are responsible, the Association shall have the power and authority to perform or have performed the necessary maintenance repair, replacement or work and charge the responsible unit owner or owners for the cost of such maintenance, repair, replacement, or work.

In addition to maintenance of the Common Elements, the Association will also be responsible for maintaining a portion of the shoreline and shoreline contour of the lake which is adjacent to the northerly boundary of the Condominium property, and the cost of that maintenance shall be a common expense of the Association. The Association's maintenance responsibility extends to that portion of the shoreline which would be defined by extending the boundaries of the Condominium property to the water's edge, as well as that which is contiguous to the Condominium property and the Association will not be relieved of its maintenance responsibility by periodic rising or receding of the water level and the resulting advance or recession of the shoreline.

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XIII. INSURANCE.

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

A. Duty and Authority to Obtain.

The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit owners and their mortgagees, and all policies of such insurance may be deposited with and held by the "Insurance Trustee" (as herein identified); provided that a certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit. The owner(s) of each Unit may, at the expense of such owner(s), obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided, that each policy of such insurance purchased by a Unit owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit owners, the Association, and their respective employees, agents, guests and invitees.

B. Required Coverage.

The Association shall purchase and carry insurance coverage as follows:

(1) Casualty Insurance.

Casualty insurance covering all of the buildings and other improvements of the Condominium, including, without limitation, Units and Common Elements, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association; such insurance to afford protection against:

- (a) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and
- (b) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar, in construction, location and use, to the buildings and other improvements of the Condominium, including, without limitation, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available; and
- (c) Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association

to protect the Association and the owners of all Units, including, without limitation, hired automobile, non-owned automobile, off-premises employee coverage, water damage and legal liability, with cross-liability, endorsements to cover liability of all Unit owners as a group to each Unit owner; and

- (d) Workmen's compensation insurance to meet the requirements of law; and
- (e) Loss or damage by flood, to the extent, if any, required or necessitated by law, including, without limitation, the Flood Disaster Protection Act of 1973, or any similar law or regulation; and
- (f) Coverage for all permitted uses of units, Common Elements, and Limited Common Elements, including but not limited to rental of Units on a monthly or yearly basis and use of the housekeeping service area Unit for business purposes.

C. Optional Coverage.

The Association may purchase and carry such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any Unit.

D. Premiums.

Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit owners as Common Expenses.

E. Assured.

All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of Units and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee", as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of

liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

F. Insurer.

All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

G. Insurance Trustee.

The Association shall have the right to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee.

(1) Qualifications, Rights and Duties.

The Insurance Trustee shall be a bank with trust powers, doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from unit owners as a common expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath and provided to the Insurance Trustee upon request to the Association; such certificate to certify the name or names of the owners of each Unit, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to such owner(s) and Mortgagee(s), as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage(s), unless the insurance proceeds represent a distribution to the owner(s) of the Unit and the mortgagee(s) thereof, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner(s) of the Unit, and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements

and as to which a determination is made not to repair, replace or restore such personal property.

H. Application of Insurance Proceeds.

The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

(1) Common Elements Only.

The proceeds paid to the Insurance Trustee for loss of or damage to real property constituting Common Elements only, shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Insurance Trustee to the owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the Insurance Trustee, from any Association Reserve Fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit owners, as a common expense.

(2) Units.

The proceeds paid to the Insurance Trustee for loss of or damage to a building, constituting Common Elements and one or more Units thereof only, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Insurance Trustee to the owners of the damaged or destroyed Units and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each such Unit in the Common Elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such building, the Association shall assess the amount of the difference against, and collect the same from, the owner(s) of the Unit(s) damaged or destroyed, in proportion that the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Insurance Trustee is required

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to first apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit owners, as a common expense, and, in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged shall be assessed by the Association against, and collected from, the owner(s) of such damaged or destroyed Units.

I. Deposits to Insurance Trustee After Damage.

Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

XIV. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Whether, and the manner in which, any or all of the Condominium Property which shall be damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

A. Residential Buildings.

If one or more residential buildings shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(1) Total Destruction of All Buildings.

If all of the residential buildings of the Condominium are totally destroyed or are so damaged that no Unit therein is habitable, none of the buildings and none of the improvements comprising Common Elements shall be reconstructed, and the Condominium shall be terminated unless the owners of Units to which seventy-five percent (75%) of the Common Elements are appurtenant agree in writing, within 60 days after the date of such destruction, to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

(2) Damage to and Destruction of Some Buildings.

If some, but not all, of the residential buildings are damaged and/or destroyed and one or more of the Units in one or more of the buildings remain habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed, so that each building and/or Unit

shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

B. Common Elements.

Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

C. Certificate.

The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

D. Plans and Specifications.

Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed; provided, that the Board of Directors of the Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

E. Responsibility.

If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance and repair is that of the affected Unit owners, then such Unit owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

F. Construction Funds.

All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit owners, shall be disbursed toward payment of such costs in the following manner:

(1) Association.

If the total funds assessed against and collected from Unit owners by the Association for payment of repair and reconstruction costs is more than five thousand dollars (\$5,000.00), then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee.

The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit owners by the Association and deposited with the Insurance

Trustee shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(a) Unit Owner.

The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all, Unit owners, shall be paid by the Insurance Trustee to the affected Unit owners and, if any of such Units are mortgaged, to the affected Unit owners and their mortgagees jointly.

(b) Association - Lesser Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than five thousand dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than five thousand dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(d) Surplus.

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except,

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however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate.

Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

XV. USE RESTRICTIONS.

Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists:

A. Units.

Except as the right to divide and subdivide is reserved to Developer, no Unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred.

B. Common Elements.

The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

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C. Nuisances.

No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property, except leasing as provided for herein.

D. Lawful Use.

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

E. Leasing.

After approval by the Association, as elsewhere herein required, entire Units, but not less than entire Units, may be leased; provided that lessee uses the premises for single family type uses, and the term of the lease is for a period of (1) week or more, if the unit is in Phase I, or for a period of (1) month or more, if the unit is in Phase II, Phase IV or Phase V. There may be no leases for a period of less than (1) week.

F. Regulations.

Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five percent (75%) of the members of the Association before the same shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit owners and residents of the Condominium upon request.

G. Proviso.

Provided, however, that until Developer has completed and sold all of the Units, neither Unit owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the proposed improvements, and the sale of the Units. Developer may make such use of the unsold Units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Property and the display of signs, for any other projects of Developer in Boca West. Developer specifically reserves for itself, its successors or assigns and licensees, guests and invitees, an easement across any Condominium Property for ingress to and egress from any unsold units and any model Units. And further provided, however, that Developer retains the right, so long as it holds fee simple title to any Unit in this Condominium, to establish a plan for

leasing any Unit or Units in this Condominium, whether such Unit or Units be owned by it or not, and thereafter to administer such plan for voluntarily participating Unit owners on such terms as Developer may provide, including without limitation the right to operate such leasing plan on any pooling of rentals arrangement it may adopt.

Further, Developer specifically reserves for itself, its successors or assigns, the right to use any Unit or Units as model units for this project and any other project which Developer may develop, or consent to the development of in Boca West. This paragraph G may not be altered or amended without the Developer's consent.

XVI. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents and protect the value of Units, the transfer of title to or possession of Units by any owner other than Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each owner covenants to observe:

A. Transfers Subject to Approval.

(1) Sale.

No Unit owner may dispose of a Unit or any interest therein by sale without approval of the Association except to another Unit owner.

(2) Lease.

No Unit owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease without approval of the Association except to another Unit owner.

(3) Gift.

If any Unit owner proposes to transfer his title by gift, the proposed transfer shall be subject to the approval of the Association.

(4) Other Transfers.

If any Unit owner proposes to transfer his title in any manner not heretofore considered in the foregoing subsections, the proposed transfer shall be subject to the approval of the Association.

B. Approval by Association.

The approval of the Association which is required for the transfer of Units shall be obtained in the following manner:

(1) Notice to Association.

(a) Sale.

A Unit owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association

notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit owner's option, may include a demand by the Unit owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease.

A Unit owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association.

(c) Gift; Other Transfers.

A unit owner who proposes to transfer his title by gift or in any other manner not heretofore considered, shall give to the Association notice of the proposed transfer of his title, together with such information concerning the transferee as the Association may reasonably require, and a copy of all instruments to be used in transferring title.

(d) Failure to Give Notice.

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

(2) Certificate of Approval.

(a) Sale.

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If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

(b) Lease.

If the proposed transaction is a lease then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the lessee.

(c) Gift; Other Transfers.

If the Unit owner giving notice proposes to transfer his title by gift or in any other manner, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transfer of title to the Unit. If approved, the approval shall be upon such terms and conditions (pertaining to the Primary Occupant of the Unit and the voting of Association membership appurtenant to the Unit) as the Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the Unit owner and shall be recorded in the Public Records of Palm Beach County, Florida.

(3) Approval of Corporate Owner or Purchaser.

If the Unit owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation shall be conditioned by requiring that the Primary Occupant of the Unit be also approved by the Association. The approval of ownership by a Trustee or other holder of legal title for a beneficial owner who is to be the Primary Occupant of a Unit shall also be conditioned upon approval of the Primary Occupant by the Association.

C. Disapproval by Association.

If the Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

(1) Sale.

If the proposed transaction is a sale and if the notice of sale given by the Unit owner shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit, upon the following terms:

- (a) The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.
- (b) The purchase price shall be paid in cash.
- (c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase.
- (d) If the Association shall fail to provide a purchaser upon the demand of the Unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(2) Lease.

If the proposed transaction is a lease, and if the notice of lease given by the Unit owner shall so demand then, within twenty (20) days after receipt of such notice and information, the Association shall deliver mail by certified mail to the Unit owner an agreement to lease by the Association, or a lessee approved by the Association who will lease and to whom the Unit owner must lease the Unit upon the following terms:

- (a) The rental to be paid by the lessee to be identified in the Agreement, shall be that stated in the disapproved lease.
- (b) The rental shall be paid in cash.
- (c) The lease term, and the other conditions and terms of the lease, shall be those stated in the disapproved lease.

- (d) If the Association shall fail to provide a Lessee upon the demand of the Unit owner in the manner provided, or if a Lessee furnished by the Association shall default in his agreement to lease, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(3) Gifts; Other Transfers.

If the Unit owner giving notice proposes to transfer his title by gift or in any other manner, then, within thirty (30) days after receipt from the Unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit owner written notice of the terms and conditions upon which the transfer must be made, including, without limitation, the requirements of the Association regarding occupancy of the Unit and by whom the votes in the Association affairs may be cast.

D. Mortgage.

No Unit owner may mortgage his Unit nor any interest therein without the approval of the Association except to an "Institutional Lender", which term shall mean and include banks, life insurance companies, State and Federal Savings and Loan Associations, and Real Estate Investment Trusts. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

E. Exceptions.

The foregoing provisions of this Article shall not apply to a transfer or purchase by an Institutional Lender or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

F. Unauthorized Transactions.

Any sale, mortgage, or other transfer which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

G. Notice of Lien or Suit.

(1) Notice of Lien.

A Unit owner shall give notice to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.

(2) Notice of Suit.

A Unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Unit; such notice to be given within five (5) days after the Unit owner receives knowledge thereof.

(3) Failure to Comply.

Failure to comply with this Article XVI(G) will not affect the validity of any judicial sale.

XVII. COMPLIANCE AND DEFAULT.

Each Unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the Unit owner to comply therewith shall entitle the Association or other Unit owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence.

A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements.

B. Costs and Attorney's Fees.

In any proceeding arising because of an alleged failure of a Unit owner to comply with the terms of the Declaration, the Articles of Incorporation and By-Laws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

C. No Waiver of Rights.

The failure of the Association or any Unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XVIII. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all Units and said Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

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A. Determination of Assessments.

Assessments by the Association against each owner of a Unit and his Unit shall be the percentage of the total assessments to be made against all owners of Units and their Units as is set forth in the schedule annexed hereto and made a part hereof as Exhibit "E". Should the Association become the owner of any Unit(s), the assessment which would otherwise be due and payable to the Association by the owner(s) of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be apportioned and the assessment therefor levied ratably among the owners of all Units which are not owned by the Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

B. Time for Payment.

The assessment levied against the owner of each Unit and his Unit shall be payable in annual, quarterly, monthly, or such other installments and at such time as shall from time to time be fixed by the Board.

C. Annual Budget.

The Board shall establish an Annual Budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit owner, and the assessment for the year shall be based upon such Budget. Failure to deliver a copy of the Budget to a Unit owner shall, however, not affect the liability of such owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. Reserve Fund.

The Board, in establishing each annual budget, may, when deemed necessary or desirable, and shall to the extent required by law, include therein a sum to be collected and maintained as reserve fund for the replacement of Common Elements and personal property held for the joint use and benefit of the owners of all Units, including without limitation roof replacement, painting, and pavement resurfacing.

E. General Operating Reserve.

The Board, when establishing each annual budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies

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from time to time existing as a result of delinquent payment of assessments by owners of Units, as a result of emergencies or for other reason placing financial stress upon the Association. The annual amount allocated to such operating reserve and collected therefor shall not exceed five percent (5%) of the current annual assessment levied against the owners of all Units. Upon accrual in the operating reserve of an amount equal to twenty-five percent (25%) of the current annual assessment, no further payments shall be collected from the owners of Units as a contribution to such operating reserve, unless it shall be reduced below the twenty-five percent (25%) level, in which event, the annual assessment against each owner and/or Unit shall be increased to restore the operating reserve to an amount which will equal twenty-five percent (25%) of the current annual amount of said assessment.

F. Use of Association Funds.

All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and By-Laws and as the monies for annual assessments are paid to the Association by any Unit owner, the same may be co-mingled with monies paid to the Association by the other owners of Units. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit. Provided, however, that the Board may cooperate with the Boca West Maintenance Association, Inc., in the collection of assessments. The Association may collect for, and remit to, said association any assessments due thereto under the terms of the Amended Declaration of Maintenance Covenants for Boca West recorded in Official Records Book 2295, at Page 192, of the Public Records of Palm Beach County, Florida.

G. Delinquency or Default.

The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the rate of ten percent (10%) per annum until the same, and all interest due thereon, has been paid in full.

H. Personal Liability of Unit Owner.

The owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, interest on such delinquent assessments or installments thereof as above provided, and for all cost of collecting the assessments and interest thereon, including a reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

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I. Liability not subject to Waiver.

No owner of a Unit may exempt himself from liability for any assessment levied against such owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

J. Lien for Assessment.

The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) assessments levied against the owner(s) of and each Unit, and, (2) interest, if any, which may become due on delinquent assessments owing to the Association, and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for Palm Beach County, Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Unit. The rental required to be paid shall be equal to the rental charged on comparable types of Units in Palm Beach County, Florida. The lien of the Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the rate of ten percent (10%) per annum on all such advances made for such purpose.

K. Recording and Priority of Lien.

The lien of the Association shall be effective from and after recording, in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interest in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration.

B3861 P0028

L. Effect of Foreclosure or Judicial Sale.

In the event that any person, firm or corporation shall acquire title to any Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure, deed in lieu of foreclosure or judicial sale, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by the Association representing an apportionment of taxes or special assessment levied by tax authorities against the Condominium in its entirety. In the event of the acquisition of title to a Unit by foreclosure, deed in lieu of foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Units as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

M. Effect of Voluntary Transfer.

When the owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the owner of such Unit, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such Unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of the Unit and Unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the owner of the Unit responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall

prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it be foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection before deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

XIX. REGISTRY OF OWNERS AND MORTGAGEES.

The Association shall at all times maintain a Register of the names of the owners and mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

XX. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

Except as the right is herein reserved to Developer, neither a Unit owner nor the Association shall make any alterations, improvements or additions to Units or Common Elements, except in compliance with the following:

A. Developer reserves the right to change the interior design and arrangement of, and to alter the boundaries between, Units owned by Developer, provided that no such change shall increase the number of Units without an amendment to this Declaration of Condominium by the Unit owners, their mortgagees and the Association, as provided for elsewhere herein. If any such alteration shall affect more than one Unit, Developer shall apportion between the affected Units the appurtenant shares in the Common Elements, Common Surplus and Common Expenses. Any such amendment to this Declaration which Developer is authorized to make to reflect the alteration of the boundaries of a Unit or Units owned by Developer may be executed and acknowledged by Developer and shall not require the consent or joinder of other Unit owners and/or their mortgagees.

B. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment or appliance in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or

substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, any storm or hurricane shutter or awning or any protective or decorative panel, panelling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Units or buildings of the same type. There shall be no material alterations or substantial improvements or additions to the Common Elements or Limited Common Elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements or Limited Common Elements, except the acquisition of additional real property, which have been approved by the owner of Units to which seventy-five percent (75%) of the Common Elements or Limited Common Elements, are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all Units as Common Expenses.

XXI. TERMINATION.

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Destruction.

In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

B. Agreement.

The Condominium may be terminated at any time by the approval in writing of all of the owners of the Condominium, and by all record owners of mortgages upon Units therein owned by Institutional Lenders and other mortgagees approved by the Association. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant, and of the record owners of all mortgages upon Units in the Condominium owned by Institutional Lenders and other mortgagees approved by the Association, are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1) Exercise of Option.

The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased of an agreement to purchase signed by the

record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall affect a separate contract between each seller and his purchaser.

(2) Price.

The sales price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(3) Payment.

The purchase price shall be paid in cash.

(4) Closing.

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

C. Certificate.

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

D. Shares of Owners After Termination.

After termination of the Condominium the Unit owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit owners. Such undivided shares of the Unit owners shall be the same as the undivided shares in the Common Elements appurtenant to the owners' Units prior to the termination as set forth in Exhibit "B" hereto.

E. Amendment.

This Article XXI cannot be amended without consent of all Unit owners and of all owners of mortgages required to approve termination by agreement.

XXII. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS.

So long as Developer, or any mortgagee succeeding Developer in title, shall own any Unit, in Boca West, it shall have the absolute right to lease or sell any such Unit to any

person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the lease or sale of such unit, the right of first refusal and any right of redemption herein granted to the Association, and any rule or regulation of the Association related to use, sales or leases, shall not be operative or effective in any manner.

XXIII. CENTRAL ANTENNA SYSTEM.

Developer reserves and retains to itself, its successors and assigns:

A. The title to any central telecommunication receiving and distribution system in and upon the Condominium Property, and a perpetual easement for the placement and location thereof, including, without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and

B. A perpetual easement for ingress to and egress from the Condominium Property to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and

C. The right to connect the central telecommunication receiving and distribution system to such receiving source as Developer may in its sole discretion deem appropriate, including, without limitation, companies licensed to provide the 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 Unit 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.

XXIV. MISCELLANEOUS.

A. Severability.

The invalidity in whole or in part of any covenant or restriction, or any Article, subarticle, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

B. Applicability of Declaration of Condominium.

All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

C. Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership.

B3861 P0033

D. Parties Bound.

The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements and this Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its undersigned, duly authorized officer on the date set forth above.



ARVIDA CORPORATION

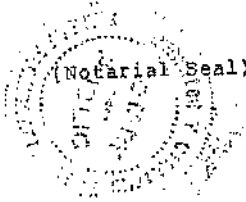
By: Norman A. Cortese
Vice President

Attest: Jeri Potter
Assistant Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Norman A. Cortese and Jeri Potter, to me known to be the Vice President and Assistant Secretary of Arvida Corporation, a Delaware corporation, and who acknowledged before me that they did, as such officers, execute the foregoing Declaration of Condominium as the act and deed of said Arvida Corporation and that the same was executed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 10th day of January, 1983.



Debra J. 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

B3861 P.0034



CFN 20060686392
OR BK 21186 PG 0364
RECORDED 12/12/2006 15:23:48
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0364 - 368; (5pgs)

This instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs, Sax & Klein, P.A.
301 Yamato Road, Suite 4150
Boca Raton, FL 33481-0037
(561) 994-4499


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

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were approved by written consent of the Members in lieu of a meeting pursuant to Section 617.0701, Fla. Stat. The Declaration of Condominium for Plantation Colony of Boca West, a Condominium, is recorded in Official Records Book 3861, at Page 0001, in the Public Records of Palm Beach County, Florida.


DATED this 29 day of November, 2006.

WITNESSES:

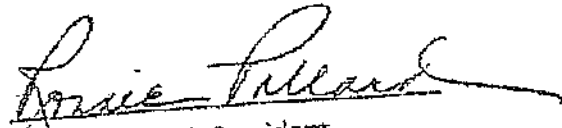
PLANTATION COLONY OF BOCA WEST
CONDOMINIUM ASSOCIATION, INC.

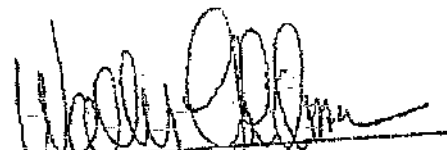

Signature

Heather Saxon
Print Name


Signature

BARRY GILMAN
Print Name

By: 
Ronnie Pollard, President

By: 
Wally Goldman, Vice President

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 29 day of November, 2006, by Ronnie Pollard, as President, and Wally Goldman, as Vice President, of Plantation Colony of Boca West Condominium Association, Inc., who are Personally Known ☐ or Produced Identification ☐.

Type of Identification Produced: personally

Barbara G.

(SEAL)

NOTARY PUBLIC, State of Florida at Large



Barbara Gray
My Commission DC211385
Expires July 27, 2007

EXHIBIT "A"

AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM FOR
PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM

The Declaration of Condominium for Plantation Colony of Boca West, a Condominium, is recorded in Official Record Book 3861, at Page 0001, in the Public Records of Palm Beach County.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article XV, Section E of the Declaration of Condominium for Plantation Colony of Boca West, a Condominium (the "Declaration") shall be amended as follows:

E. Leasing. All new Unit Owners who purchase their Condominium Units after the effective date of this amendment shall be governed by the terms of this amendment, as well as the rest of this Section E except where existing language conflicts with this amendment.

No Unit Owner who purchases his or her Unit after the effective date of this amendment shall be entitled to lease his or her Unit for a period of less than three (3) months, or more than twelve (12) months. Additionally, a Unit may be leased only one (1) time in each consecutive twenty-four (24) month period. Further, the Association shall charge a reasonable, non-refundable application fee not to exceed One Hundred (\$100.00) Dollars per applicant, or such other maximum amount allowable by law, for any lease agreement that is intended to be entered into by a Unit Owner who purchases his or her Unit after the effective date of this amendment. This application fee shall be due and payable to the Association regardless of whether or not the lease is approved by the Association. Finally, the Association shall have the authority to charge a security deposit in the amount of one (1) months rent, or such other maximum amount allowable by law, as to leases that are entered into by Unit Owners who purchase their Units after the effective date of this amendment.

All current Unit Owners shall continue to be governed by only the existing language of this Section E, which provides as follows: After approval by the Association, as elsewhere herein required, entire Units, but not less than entire Units, may be leased; provided that lessee uses the premises for single family type uses, and the term of the lease is for a period of not less than one (1) month.

Item 2: Article XV, Section F of the Declaration shall be amended as follows:

F. Rules and Regulations. Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board, provided, however, that all such regulations and amendments thereto shall be approved by a majority of the members of the Association before the same shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. Any Rules and Regulations adopted by the Board of Directors shall not conflict with this Declaration, the Bylaws or the Articles of Incorporation. Amendments to this Declaration, the Bylaws and the Articles of Incorporation shall require a vote of the Unit Owners.

Item 3: Article XV of the Declaration shall be amended by the creation of a new Section H. as follows:

H. Parking Regulations. All Unit Owners shall be entitled to use not more than two (2) parking spaces per Unit, one such parking space to be a covered parking space and the other such parking space to be in the "guest" parking spaces. Notwithstanding the foregoing, both the covered and uncovered parking spaces within the Condominium Property shall be considered Common Elements of the Association and shall not be deemed to be Limited Common Elements appurtenant to any Units. When a Unit Owner leases his or her Unit, the Owner shall be required to remove his or her vehicles from the Condominium Property for the duration of the lease agreement such that the lessee shall use such Owner's parking spaces in accordance with this Section. Further, all golf carts shall be prohibited from being parked from dusk until dawn on the Condominium Property. Additionally, no commercial vehicles or trucks, including pick-up trucks, shall be parked from dusk until dawn on the Condominium Property. For purposes of this section, "trucks" shall not include sport utility vehicles (SUVs).

Item 4: Article XV of the Declaration shall be amended by the creation of a new Section I. as follows:

I. Pet Restrictions. No animals of any kind shall be kept in a Unit or allowed upon the Condominium Property except with the prior written consent of the Board of Directors. Further, no pet shall exceed twenty (20) pounds at full maturity. Pets shall be leashed and restrained at all times when on or about the Condominium Property. No Owner may keep more than one (1) pet in his or her Unit at any time. No guest, lessee or invitee shall bring any animal upon the Condominium Property, including into any Unit that is being leased by such lessee. Owners maintaining pets on the Condominium Property shall be responsible for, and bear the expense of, any damage to any person or property caused by such pet(s). No pets of an aggressive

breed, such as, but not limited to Pit Bulls, shall be allowed on the Condominium Property. Additionally, the Board of Directors shall have the authority to determine whether a particular pet constitutes a nuisance to the property or a danger to the community, and the Board of Directors shall have the authority to require that any such pet that is a danger or a nuisance to the community shall be removed from the Condominium Property on a permanent basis.

Item 5. Article XV of the Declaration shall be amended by the creation of a new Section J. as follows:

J. Refuse. All refuse, waste, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers provided therefor and located on the Condominium Property. Notwithstanding the foregoing, no construction debris or any materials used or removed in construction or renovation of a Unit shall be deposited in such Association refuse containers, or within or near the enclosed area in which such containers are kept. Additionally, no fixtures, appliances or furniture shall be deposited in any such refuse containers located on the Condominium Property, or within or near the enclosed area in which such containers are kept. Should any such fixtures, appliances or furniture be deposited in any such refuse containers or in or near such enclosed areas located on the Condominium Property, or should any other improper or inappropriate trash or refuse be deposited in such refuse containers, or in or near the enclosed area in which the refuse containers are kept, the Association shall have the authority to have such trash, refuse, construction debris, fixtures, appliances or furniture removed from the Condominium Property. The costs of any such removal pursuant to this Section shall be borne by the Unit Owner responsible for the improper depositing of such trash.

Item 6. Article XVII of the Declaration shall be amended by the creation of a new Section D. as follows:

D. Fines. The Association may levy reasonable fines against a Unit Owner for the failure of the Owner of the Unit, or its occupant, lessee, licensee or invitee, to comply with any provisions of the Association governing documents, including, but not limited to, this Declaration, the Association Bylaws, Articles of Incorporation, or Rules and Regulations, as same may be amended from time to time. Fines shall not exceed One Hundred (\$100.00) Dollars per violation, or such other maximum amount as is allowable by law. A fine shall be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fines shall in the aggregate exceed One Thousand (\$1,000.00) Dollars, or such other maximum amount allowable by law. No fine may be levied except after giving reasonable notice and an opportunity for a hearing to the Unit Owner, and, if applicable, its lessee, licensee or invitee. The hearing must be held before a Committee of other Unit Owners. If the Committee does not approve the fine, the fine may not be levied.

PREPARED BY and RETURN TO:

Sheldon Engelhard, Esq.
Sheldon Engelhard, P.A.
The Plaza, Suite 801
5355 Town Center Road
Boca Raton, FL 33486

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC. AMENDING A PORTION OF THE BY-LAWS RECORDED IN OFFICIAL RECORDS BOOK 3861, AT PAGE 0157, AS AMENDED, IN OFFICIAL RECORDS BOOK 5106, AT PAGES 1227, ET SEQ. AS AMENDED IN OFFICIAL RECORDS BOOK 9100 AT PAGES 114, 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 Special Members Meeting; were provided with copies of the Proposal for Amendment to the Association's By-Laws to be voted upon at the Special members Meeting; were provided with the opportunity to designate voting rights and assign proxies; and

WHEREAS, a quorum was present at the Special Members Meeting held at 9:00 a.m. at Lang Management, 20540 Country Club Blvd., Unit 101, Boca Raton, Florida, on July 17, 2000; and

WHEREAS, proposed Amendment to Article IV of the By-Laws of Plantation Colony of Boca West Condominium Association, Inc. was approved by not less than a majority of all Units;

NOW, THEREFORE, be it resolved that the Board of Directors of PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC., Boca Raton, Florida:

That the proposed Amendment to Article IV of the By-Laws of PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC., a copy of which is attached hereto and made a part hereof, was duly approved as above stated by the Members of the Association during the Special Members Meeting, and that said proposal, as written now become an Amendment to the By-Laws of Plantation Colony of Boca West Condominium, Inc. as recorded in Official Record Book 6106, at Pages 1227, et seq., as amended in Official Record Book 9100, at Pages 114 et seq., of the Public Records of Palm Beach County, Florida, and shall be appended thereto.

Passed and adopted this 17th day of July, 2000.

PLANTATION COLONY OF BOCA WEST
CONDOMINIUM ASSOCIATION, INC.

By: Barbara Gordon
Its President

Attest:

By: George List
Its Secretary

[Notarial Acknowledgment on Next Page]

Here

THE PLAZA
5355 TOWN CENTER ROAD
SUITE 501
BOCA RATON, FLORIDA 33486

Property Appraisal Parcel Identification (Folio) Number(s):

APR-01-1997 9:24am 97-111626
ORB 9721 Pg 1292

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC. AMENDING A PORTION OF THE DECLARATION OF CONDOMINIUM AND BYLAWS RECORDED IN OFFICIAL RECORDS BOOK 3861, PAGE 1 AND AMENDED IN OFFICIAL RECORDS BOOK 6016, PAGE 1227, AND AMENDED IN OFFICIAL RECORDS BOOK 900, PAGE 103.

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 Special Members Meeting; were provided with copies of the Proposal for Amendment to the Association's Declaration of Condominium and Bylaws to be voted upon at the Special Members Meeting; were provided with the opportunity to designate voting rights and assign proxies; and

WHEREAS, a quorum was present at the Special Members Meeting held at 9:00 a.m. at Lang Management, 20540 Country Club Blvd., Unit 101, Boca Raton, Florida, on October 25, 1996; and

WHEREAS, proposed Amendment to Article XV of the Declaration of Condominium was approved by not less than a majority of all units;

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 XV of the Declaration of Condominium, a copy of which is attached hereto and made a part hereof, was duly approved as above stated by the members of the Association during the Special Members Meeting, and that said proposal, as written, now become an Amendment to the Declaration of Condominium as recorded in Official Records Book 3861, Page 1, et seq. and as amended in Official Records Book 6196, Page 1227, and as amended in Official Records Book 9100, Page 103, of the Public Records of Palm Beach County, Florida, and shall be appended thereto.

passed and adopted this 25th day of October, 1996.

ORB 9721 Ps 1293

PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
As President

By: [Signature]
As Secretary

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 John Manton and Ruth Berkowitz, as President and Secretary, respectively, of PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument, acknowledged before me that they executed the same for the purposes therein expressed, and who produced Florida's Driver's Licenses as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 19 day of February, 1997.

Natalie P. Goldstein
NOTARY PUBLIC



NATALIE S. GOLDSTEIN
My Commission CC525234
Expires Mar. 19, 2000

ORB 9721 Pg 1294
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OF

PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.

Article XV. USE RESTRICTIONS.

E. Leasing.

After approval by the Association, as elsewhere herein required, entire Units, but not less than entire Units, may be leased; provided that lessee uses the premises for single family type uses, and the term of the lease is for a period of (1) week or more, if the unit is in Phase I, or for a period of (1) month or more, if the unit is in Phase II, Phase IV or Phase V. There may be no leases for a period of less than (1) week. There may be no leases for a period of not less than (1) month.

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take 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 # CG 908444
Expires March 19, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take 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 # CG 908444
Expires March 19, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

C:\WP\WORK\CLIENTS\PLANTATN\RESOLUTN.4

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.

Prepared by and to be returned to:

JOEL E. FELDMAN, ESQ.
Joel E. Feldman, P.A.
4900 N. Federal Highway
Suite 207, Tower D
Boca Raton, FL 33431
(407) 392-4400

JAN-29-1996 11:54am 96-029875
ORB 9100 Pg 103
SIX SEVEN SEVEN SEVEN SEVEN

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF
PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.
AMENDING THE DECLARATION OF CONDOMINIUM AND BYLAWS
RECORDED IN OFFICIAL RECORDS BOOK 3861, PAGE 1 AND
AMENDED IN OFFICIAL RECORDS BOOK 6016, PAGE 1227

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 Special Members Meeting; were provided with copies of all proposals for amendments to the Association's Declaration of Condominium and Bylaws to be voted upon at the Special Members Meeting; were provided with proper opportunity to designate voting rights and assign proxy; and

WHEREAS, a quorum was present at the Special Members Meeting held at 9⁰⁰ AM/PM at Lang Management, 20540 Country Club Dr #101, Boca Raton, Florida, on December 5th, 1995; and

WHEREAS, proposed amendments to Articles III, IV, VI, VIII, IX, XI, XV, XVI, XX, XXII, XXIII and XXIV of the Declaration of Condominium were approved by not less than seventy-five percent (75%) of all units; and

WHEREAS, proposed amendments to Articles IV and IX of the Bylaws were approved by one-third (1/3) of the 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 amendments to Articles III, IV, VI, VIII, IX, XI, XV, XVI, XX, XXII, XXIII and XXIV of the Declaration of Condominium and Articles IV and IX of the Bylaws, copies attached hereto and made a part hereof, were duly approved as above stated by the members of the Association during the Special Members Meeting, and that said proposals, as written, now become amendments to the Declaration of Condominium as recorded in Official Records Book 3861, Page 1, et. seq. and as amended in Official Records Book 6106, Page 1227 of the Public Records of Palm Beach County, Florida and shall be appended thereto.

Passed and adopted this 6th day of December, 1995.

PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.

c/o Lang Management Company, Inc.
20540 Country Club Boulevard
Boca Raton, FL 33434
(407) 487-9790 • FAX (407) 487-1368

February 13, 1996

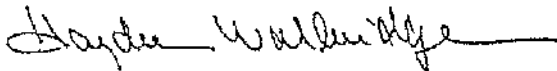
Re: Copy of Recorded Amendments to the Declaration of Condominium Articles III, IV, VI, VIII, IX, XI, XV, XVI, XX, XXII, XXIII and XXIV and to the Bylaws Articles IV and IX

Dear Plantation Colony Unit Owner:

Attached please find copy of the recently recorded Amendments.

These documents have been recorded in Official Record Book 9100 Page 103 of the Public Records of Palm Beach County, Florida and became effective the date of recordation. January 29, 1996. Please place these amendments with your copy of the Association documents as they supersede the original areas where changes occurred.

Sincerely,



Haydee Walbridge, CAM
Senior Vice President

Enclosures

cc:\amenduo.doc
flyers/amend

PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.

Burton Marcus
By: _____, As President

Bernard Klotz
By: _____, As Secretary

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Burton Marcus and Bernard Klotz, as President and Secretary, respectively, of PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC. to me known to be the persons described in and who executed the foregoing instrument, acknowledged before me that they executed the same for the purposes therein expressed and who produced Florida driver's licenses as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of January, 1995.

Haydee Walbridge
NOTARY PUBLIC

HAYDEE WALBRIDGE
MY COMMISSION # CC281733 EXPIRES
May 8, 1997
BONDED THREE THOUSAND DOLLARS BY THE STATE OF FLORIDA



AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF
PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.

Article III. THE CONDOMINIUM PROPERTY: PHASE I.

A. Unchanged.

B. Description of the Condominium Property. The description of the improvements comprising part of Phase I of the Condominium Property, consisting of twenty-four (24) dwelling Units located in fifteen (15) separate residential buildings, including an identification of each "Unit" (as defined in the Condominium Act and herein) by number, constituting a graphic description of the buildings in which units are located, is annexed hereto and made apart hereof as Exhibit "C". Exhibit "B", consisting of the plat plan (site plan) and survey, and Exhibit "C", consisting of graphic descriptions of the residential improvements thereon, together with this Declaration, are in sufficient detail to identify the "Common Elements", "Limited Common Elements", and each of the "Units", as those terms are defined in Article V herein, and their relative locations and approximate dimensions. In addition to the twenty-four (24) dwelling Units, the buildings contain Common Elements and Limited Common Elements, as those terms are herein defined. The Condominium Property also includes improvements other than the residential buildings consisting of the outside parking areas, walks, buildings consisting of the outside parking areas, walks, landscaping and all other underground structures and improvements which are not part of or located within the residential building, and which are not elsewhere herein reserved to and/or retained by Association —Developer, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

ARTICLE IV. DESCRIPTION OF PHASES OF THE CONDOMINIUM.

SUBSTANTIAL REWORDING OF TEXT.
FOR FULL TEXT, SEE DECLARATION OF CONDOMINIUM,
ARTICLE IV.

A. All land which may become part of the Condominium, if all five Phases are declared as part of the Condominium, is situated in Palm Beach County, Florida and is legally described in Exhibit "A".

B. Unchanged.

C. Phase II will include, if declared as a part of the Condominium, fourteen (14) residential buildings containing a total of twenty-three (23) dwelling Units; Phase IV will include, if declared as a part of the Condominium, twenty (20) residential buildings containing a total of thirty-two (32) dwelling Units; and Phase V will include, if declared as part of the Condominium, twenty-five (25) residential buildings containing a total of forty-one (41) dwelling Units, with the approximate size, boundaries and description of the Units, Common Elements and Limited Common Elements ~~to be~~ are similar to that described in Article V. Graphic descriptions of said Units are attached hereto in Exhibit "C".

D. If and when a Residential Phase(s) is submitted to Condominium as a part of this Condominium, all definitions and provisions of this Declaration, and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall apply to all Units, Common Elements and Limited Common Elements in the Phase(s) except for descriptions and sizes of particular Units, Common Elements and Limited Common Elements which may differ.

E. The Phase III Property, if declared as a part of the Condominium, will include a swimming pool, service buildings and related improvements, and will therefore consist of Common Elements only. The legal description and site plan (plot plan) and survey of the Phase III Property are attached hereto as Exhibits "A" and "B". The percentage of ownership of Common Elements and Common Surplus by each Unit owner in the Condominium will not be affected by addition of the Phase III Property to the Condominium. The graphic description of the Phase III Property is attached hereto as Exhibit "D".

F. If and when the Phase III Property is submitted to the condominium as a part of this Condominium, all definitions and provisions of this Declaration, and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall apply to all Common Elements in the Phase III Property.

G. All Unit owners shall be entitled to one hundred percent (100%) ownership of all Common Elements with their undivided interests being as set forth in the applicable schedule in Exhibit E. ~~Unit owners in the Phase I Property shall have no rights in any other Phase or Phases, if any, of the Condominium, unless and until an amendment pursuant to Paragraphs C or E of this Article IV is recorded in the Public Records of Palm Beach County, Florida. If the Condominium is not expanded to include any additional Phase or Phases within the time period described in Paragraph C of this Article IV the Unit owners in the Phase I Property (which at that time would contain all of the Units of the Condominium) shall be entitled to one hundred percent (100%) ownership of all Common Elements within the Phase I Property (and the Phase III Property if it has been added to the Condominium) with their undivided interests being as set forth in the applicable schedule in Exhibit "E". If the Condominium is expanded to include any additional Residential Phase or Phases, then the Unit owners in Phase I and the Unit owners in each such additional Residential Phase or Phases added would own the Common Elements within the Phase I Property and within each additional Residential Phase or Phases added (and the Phase III Property, if added) with their undivided interests being as set forth in the applicable schedule in Exhibit "E".~~

ARTICLE VI. APPURTENANCES TO UNITS.

- A. Unchanged.
- B. Unchanged.
- C. Unchanged.
- D. Unchanged.

E. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of the Association Developer or any Unit owner or owners, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment; and

- F. Unchanged.
- G. Unchanged.

ARTICLE VIII. VOTING RIGHTS OF UNIT OWNERS.

The owner or owners of each Unit shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from ~~Developer or~~ in a conveyance by a grantee ~~or a remote grantee of Developer~~, a deed which has been approved by the Association and otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws of the Association. There shall be appurtenant, and pass with title, to each Unit one vote as a member of the Association, which may be exercised by the owner(s), or the duly constituted proxy of the owner(s), from time to time, of each Unit at all meetings of members and in connection with all matters upon which members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and By-Laws of the Association.

ARTICLE IX. NAME OF THE ASSOCIATION.

The entity responsible for the operation of the Condominium shall be Plantation Colony of Boca West Condominium Association, Inc., a Florida corporation not for profit (the "Association"), of which a copy of the Articles of Incorporation is annexed hereto and made a part hereof as Exhibit "F". ~~Subject to the rights reserved to Developer herein and in the Condominium Act to administer and manage the Condominium Property initially, the Association shall administer and manage the Condominium Property; provided, that the Association may, to the extent permitted by the Condominium Act, by contract, partially or wholly delegate its maintenance, management and operational duties and obligations.~~

ARTICLE XI. AMENDMENT OF DECLARATION.

SUBSTANTIAL REWORDING OF TEXT.
FOR FULL TEXT, SEE DECLARATION OF CONDOMINIUM,
ARTICLE XI.

Except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

A. Unchanged.

B. Unchanged.

C. Adoption. Any amendments to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the By-Laws of the Association; provided, that any member may, in writing, signed by such member, waive notice of any such meeting in the manner provided for in the By-Laws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of members owning ~~not less than seventy-five percent (75%)~~ a majority of the Units; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning ~~not less than seventy-five percent (75%)~~ a majority of all Units. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

(1). Unchanged.

(2). Unchanged.

(3). Unchanged.

(4). Unchanged.

(5). Unchanged.

D. Unchanged.

E. Unchanged.

F. Unchanged.

ARTICLE XV. USE RESTRICTIONS.

SUBSTANTIAL REWORDING OF TEXT.
FOR FULL TEXT, SEE DECLARATION OF CONDOMINIUM,
ARTICLE XV.

A. Units. No Unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred.

B. Unchanged.

C. Unchanged.

D. Unchanged.

E. Unchanged.

F. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board provided, however, that all such regulations and amendments thereto shall be approved by ~~not less than seventy-five percent (75%)~~ a majority of the members of the Association before the same shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit owners and residents of the Condominium upon request.

ARTICLE XVI. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents and protect the value of Units, the transfer of title to or possession of Units by any owner ~~other than Developer~~ shall be subject to the following provisions so long as the Condominium exists, which provisions each owner covenants to observe:

A. Unchanged.

B. Unchanged.

C. Unchanged.

D. Unchanged.

E. Unchanged.

F. Unchanged.

G. Unchanged.

ARTICLE XX. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

SUBSTANTIAL REWORDING OF TEXT.
FOR FULL TEXT, SEE DECLARATION OF CONDOMINIUM.
ARTICLE XX.

Neither a Unit owner nor the Association shall make any alterations, improvements or additions to Units or Common Elements, except in compliance with the following:

A. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment or appliance in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, decorative panel, panelling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Units or buildings of the same type. There shall be no material alterations or substantial improvements or additions to the Common Elements or Limited Common Elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the common Elements or Limited Common Elements, except the acquisition of additional real property, which have been approved by the owner of the Unit to which ~~seventy five (75%)~~ a majority of the Common Elements of Limited Common Elements, are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all Units as Common Expenses.

ARTICLE XXI. TERMINATION.

A. Unchanged.

B. Agreement. The Condominium may be terminated at any time by the approval in writing of all of the owners of the Condominium, and by all record owners of mortgages upon Units therein owned by Institutional Lenders and other mortgagees approved by the Association. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of Units to which ~~not less than seventy-five (75%)~~ a majority of the Common Elements are appurtenant, and of the record owners of all mortgages upon Units in the Condominium owned by Institutional Lenders and other mortgagees approved by the Association, are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1). Unchanged.

(2). Unchanged.

(3). Unchanged.

(4). Unchanged.

C. Unchanged.

D. Unchanged.

E. Unchanged.

ARTICLE XXII. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS.

SUBSTANTIAL REWORDING OF TEXT.
FOR FULL TEXT, SEE DECLARATION OF CONDOMINIUM,
ARTICLE XXII.

Entire Article deleted in its entirety.

ARTICLE XXIII. CENTRAL ANTENNA SYSTEM.

~~Developer~~ The Association reserves the right and retains to itself, its successors and assigns:

A. Unchanged.

B. Unchanged.

C. The right to connect the central telecommunication receiving and distribution system to such receiving source as ~~Developer~~ the Association may in its sole discretion deem appropriate, including, without limitation, companies licensed to provide the 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 Unit 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.~~

ARTICLE XXIV. MISCELLANEOUS.

A. Unchanged.

B. Unchanged.

C. Unchanged.

D. Parties Bound. The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common elements and this Declaration shall be binding ~~upon Developer, its successors and assigns~~ the Association and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

Additions are indicated by underlining; deletions are indicated by strike-through.

JOEL H. FELDMAN, ESQ.
Joel H. Feldman, P.A.
4800 N. Federal Highway
Suite 207, Tower D
Boca Raton, FL 33431
(407) 392-4400

JAN-29-1996 11:54am 96-029875
ORB 9100 Pg 103

A RESOLUTION OF THE BOARD OF DIRECTORS OF
PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.
AMENDING THE DECLARATION OF CONDOMINIUM AND BYLAWS
RECORDED IN OFFICIAL RECORDS BOOK 3861, PAGE 1 AND
AMENDED IN OFFICIAL RECORDS BOOK 6016, PAGE 1227

WHEREAS, a quorum was present at the Special Members Meeting held at 9⁰⁰ AM/PM at Long Management, 20540 Country Club Dr. #101, Boca Raton, Florida, on December 16th, 1995; and

WHEREAS, proposed amendments to Articles IV and IX of the Bylaws were approved by one-third (%) of the votes of the entire membership.

That the proposed amendments to Articles III, IV, VI, VIII, IX, XI, XV, XVI, XX, XXII, XXIII and XXIV of the Declaration of Condominium and Articles IV and IX of the Bylaws, copies attached hereto and made a part hereof, were duly approved as above stated by the members of the Association during the Special Members Meeting, and that said proposals, as written, now become amendments to the Declaration of Condominium as recorded in Official Records Book 3861, Page 1, et. seq. and as amended in Official Records Book 6106, Page 1227 of the Public Records of Palm Beach County, Florida and shall be appended thereto.

Passed and adopted this 6th day of December, 1995.

PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.

By: [Signature], As President

By: [Signature], As Secretary

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgements, personally appeared GUYTON MARCUS and Bernard Klotz, as President and Secretary, respectively, of PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC. to me known to be the persons described in and who executed the foregoing instrument, acknowledged before me that they executed the same for the purposes therein expressed and who produced Florida driver's licenses as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of January, 1995.

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC
RAYDEE WALBRIDGE
MY COMMISSION # 00261733 EXPIRES
MAY 8, 1997



AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OF

PLANTATION COLONY OF BOCA WEST CONDOMINIUM ASSOCIATION, INC.

Article III. THE CONDOMINIUM PROPERTY: PHASE I.

A.. Unchanged.

B. Description of the Condominium Property. The description of the improvements comprising part of Phase I of the Condominium Property, consisting of twenty-four (24) dwelling Units located in fifteen (15) separate residential buildings, including an identification of each "Unit" (as defined in the Condominium Act and herein) by number, constituting a graphic description of the buildings in which units are located, is annexed hereto and made apart hereof as Exhibit "C". Exhibit "B", consisting of the plat plan (site plan) and survey, and Exhibit "C", consisting of graphic descriptions of the residential improvements thereon, together with this Declaration, are in sufficient detail to identify the "Common Elements", "Limited Common Elements", and each of the "Units", as those terms are defined in Article V herein, and their relative locations and approximate dimensions. In addition to the twenty-four (24) dwelling Units, the buildings contain Common Elements and Limited Common Elements, as those terms are herein defined. The Condominium Property also includes improvements other than the residential buildings consisting of the outside parking areas, walks, buildings consisting of the outside parking areas, walks, landscaping and all other underground structures and improvements which are not part of or located within the residential building, and which are not elsewhere herein reserved to and/or retained by Association - Developer, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

ARTICLE IV. DESCRIPTION OF PHASES OF THE CONDOMINIUM.

SUBSTANTIAL REWORDING OF TEXT.
FOR FULL TEXT, SEE DECLARATION OF CONDOMINIUM,
ARTICLE IV.

A. All land which may become part of the Condominium, if all five Phases are declared as part of the Condominium, is situated in Palm Beach County, Florida and is legally described in Exhibit "A".

B. Unchanged.

C. Phase II will include, if declared as a part of the Condominium, fourteen (14) residential buildings containing a total of twenty-three (23) dwelling Units; Phase IV will include, if declared as a part of the Condominium, twenty (20) residential buildings containing a total of thirty-two (32) dwelling Units; and Phase V will include, if declared as part of the Condominium, twenty-five (25) residential buildings containing a total of forty-one (41) dwelling Units, with the approximate size, boundaries and description of the Units, Common Elements and Limited Common Elements ~~to be~~ are similar to that described in Article V. Graphic descriptions of said Units are attached hereto in Exhibit "C".

D. If and when a Residential Phase(s) is submitted to Condominium as a part of this Condominium, all definitions and provisions of this Declaration, and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall apply to all Units, Common Elements and Limited Common Elements in the Phase(s) except for descriptions and sizes of particular Units, Common Elements and Limited Common Elements which may differ.

E. The Phase III Property, if declared as a part of the Condominium, will include a swimming pool, service buildings and related improvements, and will therefore consist of Common Elements only. The legal description and site plan (plot plan) and survey of the Phase III Property are attached hereto as Exhibits "A" and "B". The percentage of ownership of Common Elements and Common Surplus by each Unit owner in the Condominium will not be affected by addition of the Phase III Property to the Condominium. The graphic description of the Phase III Property is attached hereto as Exhibit "D".

F. If and when the Phase III Property is submitted to the condominium as a part of this Condominium, all definitions and provisions of this Declaration, and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall apply to all Common Elements in the Phase III Property.

G. ~~All Unit owners shall be entitled to one hundred percent (100%) ownership of all Common Elements with their undivided interests being as set forth in the applicable schedule in Exhibit E. Unit owners in the Phase I Property shall have no rights in any other Phase or Phases, if any, of the Condominium, unless and until an amendment pursuant to Paragraphs C or E of this Article IV is recorded in the Public Records of Palm Beach County, Florida. If the Condominium is not expanded to include any additional Phase or Phases within the time period described in Paragraph C of this Article IV the Unit owners in the Phase I Property (which at that time would contain all of the Units of the Condominium) shall be entitled to one hundred percent (100%) ownership of all Common Elements within the Phase I Property (and the Phase III Property if it has been added to the Condominium) with their undivided interests being as set forth in the applicable schedule in Exhibit "E". If the Condominium is expanded to include any additional Residential Phase or Phases, then the Unit owners in Phase I and the Unit owners in each such additional Residential Phase or Phases added would own the Common Elements within the Phase I Property and within each additional Residential Phase or Phases added (and the Phase III Property, if added) with their undivided interests being as set forth in the applicable schedule in Exhibit "E".~~

ARTICLE VI. APPURTENANCES TO UNITS.

A. Unchanged.

B. Unchanged.

C. Unchanged.

D. Unchanged.

E. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of the Association Developer or any Unit owner or owners, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment; and

F. Unchanged.

G. Unchanged.

ARTICLE VIII. VOTING RIGHTS OF UNIT OWNERS.

The owner or owners of each Unit shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto ~~from Developer or~~ in a conveyance by a grantee ~~or a remote grantee of Developer~~, a deed which has been approved by the Association and otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws of the Association. There shall be appurtenant, and pass with title, to each Unit one vote as a member of the Association, which may be exercised by the owner(s), or the duly constituted proxy of the owner(s), from time to time, of each Unit at all meetings of members and in connection with all matters upon which members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and By-Laws of the Association.

ARTICLE IX. NAME OF THE ASSOCIATION.

The entity responsible for the operation of the Condominium shall be Plantation Colony of Boca West Condominium Association, Inc., a Florida corporation not for profit (the "Association"), of which a copy of the Articles of Incorporation is annexed hereto and made a part hereof as Exhibit "F". ~~Subject to the rights reserved to Developer herein and in the Condominium Act to administer and manage the Condominium Property initially, the Association shall~~ administer and manage the Condominium Property; provided, that the Association may, to the extent permitted by the Condominium Act, by contract, partially or wholly delegate its maintenance, management and operational duties and obligations.

ARTICLE XI. AMENDMENT OF DECLARATION.

SUBSTANTIAL REWORDING OF TEXT.
FOR FULL TEXT, SEE DECLARATION OF CONDOMINIUM,
ARTICLE XI.

Except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

A. Unchanged.

B. Unchanged.

C. Adoption. Any amendments to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the By-Laws of the Association; provided, that any member may, in writing, signed by such member, waive notice of any such meeting in the manner provided for in the By-Laws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of members owning ~~not less than seventy-five percent (75%)~~ a majority of the Units; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning ~~not less than seventy-five percent (75%)~~ a majority of all Units. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

(1). Unchanged.

(2). Unchanged.

(3). Unchanged.

(4). Unchanged.

(5). Unchanged.

D. Unchanged.

E. Unchanged.

F. Unchanged.

ARTICLE XV. USE RESTRICTIONS.

SUBSTANTIAL REWORDING OF TEXT.
FOR FULL TEXT, SEE DECLARATION OF CONDOMINIUM,
ARTICLE XV.

A. Units. No Unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred.

B. Unchanged.

C. Unchanged.

D. Unchanged.

E. Unchanged.

F. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board provided, however, that all such regulations and amendments thereto shall be approved by ~~not less than seventy-five percent (75%)~~ a majority of the members of the Association before the same shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit owners and residents of the Condominium upon request.

ARTICLE XVI. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents and protect the value of Units, the transfer of title to or possession of Units by any owner ~~other than Developer~~ shall be subject to the following provisions so long as the Condominium exists, which provisions each owner covenants to observe:

A. Unchanged.

B. Unchanged.

C. Unchanged.

D. Unchanged.

E. Unchanged.

F. Unchanged.

G. Unchanged.

ARTICLE XX. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

SUBSTANTIAL REWORDING OF TEXT.
FOR FULL TEXT, SEE DECLARATION OF CONDOMINIUM,
ARTICLE XX.

Neither a Unit owner nor the Association shall make any alterations, improvements or additions to Units or Common Elements, except in compliance with the following:

A. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment or appliance in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, decorative panel, panelling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Units or buildings of the same type. There shall be no material alterations or substantial improvements or additions to the Common Elements or Limited Common Elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the common Elements or Limited Common Elements, except the acquisition of additional real property, which have been approved by the owner of the Unit to which ~~seventy-five (75%)~~ a majority of the Common Elements of Limited Common Elements, are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all Units as Common Expenses.

ARTICLE XXI. TERMINATION.

A. Unchanged.

B. Agreement. The Condominium may be terminated at any time by the approval in writing of all of the owners of the Condominium, and by all record owners of mortgages upon Units therein owned by Institutional Lenders and other mortgagees approved by the Association. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of Units to which ~~not less than seventy-five (75%)~~ a majority of the Common Elements are appurtenant, and of the record owners of all mortgages upon Units in the Condominium owned by Institutional Lenders and other mortgagees approved by the Association, are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1). Unchanged.

(2). Unchanged.

(3). Unchanged.

(4). Unchanged.

C. Unchanged.

D. Unchanged.

E. Unchanged.

ARTICLE XXII. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS.

SUBSTANTIAL REWORDING OF TEXT.
FOR FULL TEXT, SEE DECLARATION OF CONDOMINIUM,
ARTICLE XXII.

Entire Article deleted in its entirety.

ARTICLE XXIII. CENTRAL ANTENNA SYSTEM.

~~Developer~~ The Association reserves the right and retains to itself, its successors and assigns:

A. Unchanged.

B. Unchanged.

C. The right to connect the central telecommunication receiving and distribution system to such receiving source as ~~Developer~~ the Association may in its sole discretion deem appropriate, including, without limitation, companies licensed to provide the 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 Unit 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.~~

ARTICLE XXIV. MISCELLANEOUS.

A. Unchanged.

B. Unchanged.

C. Unchanged.

D. Parties Bound. The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common elements and this Declaration shall be binding ~~upon Developer, its successors and assigns~~ the Association and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

Additions are indicated by underlining; deletions are indicated by ~~strike-through~~.

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, ~~or, and as many Directors shall be elected as there are regular terms of office of Directors expiring at each 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 appertenant 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.

#19 /
Return to: Gold Coast Title Co.
75 S. E. 3rd Street
Boca Raton, Florida 33433

THIS INSTRUMENT PREPARED BY:
JERI POLLER, ESQUIRE
ARVIDA CORPORATION
P. O. BOX 139
5550 GLADES ROAD
BOCA RATON, FLORIDA 33432

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 (the
"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 the Public Records 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 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

WHEREAS, on April 28, 1983 Developer executed a Corrective
Amendment to Declaration of Condominium to Plantation Colony of
Boca West, a Condominium, amending the Declaration to
incorporate Exhibit E, which Amendment was filed for record on
May 2, 1983, and is recorded in Official Records Book 3932, at
Page 1359, of the Public Records of Palm Beach County, Florida
(the "Corrective Amendment"); and

WHEREAS, the summary of the percentages of Common Interest
in the Corrective Amendment recorded in Official Records Book
3932, at Page 1460 contained two errors regarding such
percentages. First, the percentage of common interest assigned
to the single story units is shown as 1.00 in the Corrective
Amendment; it should have been .943. Second, the percentage of
common interest assigned to the G-58 unit is shown as .935 in
the Corrective Amendment; it should have been .939. The
correct percentages appeared at pages 1461 through 1463 of the
Corrective Amendment; and

WHEREAS, for the purpose of eliminating any ambiguity as
to the correct percentages, the Developer deems it advisable to
amend the Declaration and the Corrective Amendment; 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 as Exhibit 1 and made a part hereof
and of the Declaration and Corrective Amendment is a new
summary page showing the Percentage of Common Interest for
Phases I through V of the Condominium. This page supersedes
and replaces the summary recorded in Official Records Book
3932, at Page 1460, of the Public Records of Palm Beach County,
Florida.

2. 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 Declaration and the Corrective Amendment. 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.

3. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration, and the revised summary attached hereto shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration, 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 30 day of April, 1986.

ARVIDA CORPORATION

By: Frank M. Zohn
Vice President

(Corporate Seal)

ATTEST:

Jeri Poller
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing Amendment to Declaration of Condominium of Plantation Colony of Boca West, a Condominium was acknowledged before me this 30th day of April, 1986, by Frank M. Zohn and Jeri Poller who are the Vice President and Assistant Secretary respectively of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.

Arinda Campbell Zuger
NOTARY PUBLIC, State of Florida

My commission expires:

This Instrument Prepared by
PATRICIA H. FLETCHER, ESQUIRE
Marshall, Sargent, Johnson, Dunn, & Coyle
Southeast Financial Center
220 South Biscayne Boulevard
Miami, Florida 33131
Phone: 358-5180

PERCENTAGES OF COMMON INTEREST
PHASE I, II, III, IV & V

	<u>% OF COMMON INTEREST</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
<u>Single Story</u>			
D-6S, D-8S, E-2S E-5S, E-6S, E-8S C-1S, C-6S, C-9S D-1S, D-5S, B-2S B-5S, B-6S, B-10S H-2S, H-5S, H-6S H-9S, A-1S, A-5S A-7S, A-10S, F-2S F-5S, F-6S, F-7S	.943	\$194.12	\$2,329.43
<u>Upper & Lower</u>			
D-7U, D-7L, D-9U D-9L, D-10U, D-10L E-1U, E-1L, E-3U E-3L, E-4U, E-4L E-7U, E-7L, E-9U E-9L, E-10U, E-10L C-2U, C-2L, C-3U C-3L, C-4U, C-4L C-6U, C-6L, C-7U C-7L, C-8U, C-8L D-2U, D-2L, D-3U D-3L, D-4U, D-4L B-1U, B-1L, B-3U B-3L, B-4U, B-4L B-7U, B-7L, B-8U B-8L, B-9U, B-9L H-1U, H-1L, H-3U H-3L, H-4U, H-4L H-7U, H-7L, H-8U H-8L, H-10U, H-10L A-2U, A-2L, A-3U A-3L, A-4U, A-4L A-6U, A-6L, A-8U A-8L, A-9U, A-9L F-1U, F-1L, F-3U F-3L, F-4U, F-4L F-8U, F-8L, F-9U F-9L, F-10U, F-10L G-1U, G-1L, G-2U G-2L, G-3U, G-3L G-4U, G-4L	.80	\$164.68	\$ 1,976.18
G-5S	.939	\$193.30	\$ 2,319.56
			\$247,023.00

84872 P0029

Exhibit 1

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

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

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

0292W/03/25/86

AMENDMENT
TO PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM
AS RECORDED IN OFFICIAL RECORDS BOOK 3861, PAGE 1
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

This Amendment to Declaration of Condominium to Plantation Colony of Boca West, a Condominium is made by Arvida Corporation, a Delaware corporation, as the Developer, for itself, its successors and assigns.

W I T N E S S E T H T H A T

WHEREAS, the Declaration authorizes the Developer to amend (Prior to January 1, 1987) the Declaration to submit the "Phase III" Property, as described in Article IV of the Declaration, to the condominium form of ownership and to expand the Condominium to include the Phase III 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 III Property has been completed and the completed 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 as Exhibit A is the Certificate of Michael G. Purmort & Associates, Inc., a Registered Florida Land Surveyor, dated March 21, 1986 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 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 III Property has been submitted to the condominium form of ownership and the Condominium has been expanded to include the Phase II Property. Developer originally 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 remain 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 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-B to the Declaration.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to Declaration of Condominium for Plantation Colony of Boca West, a Condominium to be executed, and its corporate seal to be hereunto affixed, by its undersigned duly authorized officers, the 25th day of March, 1986.

ARVIDA CORPORATION

By Jeri Poller
Vice President - Real Estate Counsel

(Corporate Seal)

86 105564

1986 APR 30 AM 10:40

04862 P0130

Attest Beatrice Williams
Assistant Secretary

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15
day of March, 1986, by Jeri Poller and Beatrice T. Williams, as Vice
President-Real Estate Counsel and Assistant Secretary, respectively,
of Arvida Corporation, a Delaware corporation, on behalf of the
corporation.

(Seal)

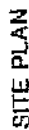


Muriel C. Deal
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES DEC. 3, 1987.
DESIGNED THIS NOTARY PUBLIC SEAL.

TE100 29848

PLANTATION COLONY A CONDOMINIUM PHASE III



БЛАРИС-ТОДЛЕ

MUNDEL & PLUMMIT & ASSOCIATES INC.

14000 303553 2100000000 2100000000 2100000000
2100000000 2100000000 2100000000 2100000000 2100000000

EXHIBIT "D"

TO THE DECLARATION OF CONDOMINIUM

1501 LANE

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

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

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

0316W/12/18/85

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

AS RECORDED IN OFFICIAL RECORDS BOOK 3861, PAGES 1
THROUGH 173, INCLUSIVE, OF THE 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:

W I T N E S S E T H T H A T

WHEREAS, the Declaration authorizes the Developer to amend
(prior to January 1, 1987) the Declaration to submit the remaining
"Phase V Property" as described in Article IV of the Declaration, to
the condominium form of ownership and to expand the Condominium to
include the remaining Phase V 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 remaining Phase V 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 amended the Declaration as follows:

1. Attached hereto and made a part hereof is the
Certificate of Michael G. Furrmott & Associates, Inc., a Registered
Florida Land Surveyor, dated December 10, 1985, 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 V 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 remaining Phase V Property, more particularly described as
follows:

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 186.11 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 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; thence
 South 19° 11' 41" West, a distance of 42.00 feet; 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 and the Point of
 Beginning of this description; 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 37.15 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 79.06 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 43.996 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; thence
 West, a distance of 45.00 feet to the Point of Beginning of
 this description,

has been submitted to the condominium form of ownership and the
 Condominium has been expanded to include the remaining Phase V
 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 Certificate attached
 hereto shall be incorporated by reference and made a part hereof, as

B4750 P1606

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 the Exhibit "E" to the Declaration.

5. Pursuant to Article 7 of the Amendment to Plantation Colony of Boca West as recorded in Official Records Book 4724 at Page 1711 of the Public Records of Palm Beach County, Florida, a Certificate of Michael G. Purmort and Associates, Inc., a Registered Florida Land Surveyor, dated December 10, 1985, certifying that the construction of the planned improvements and common facilities within all of Phase V described on Exhibit "A", attached hereto, is substantially complete as required by Florida Statute 718.

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 18th day of December, 1985.

ARVIDA CORPORATION

By Jeri Poller
Vice President-Real Estate Counsel

Attest Joan C. Styers
Assistant Secretary

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of December, 1985, by Jeri Poller and Beatrice T. Williams as Vice President-Real Estate Counsel and Assistant Secretary, respectively, of Arvida Corporation, a Delaware corporation, on behalf of the corporation.

Arvida Laurie Ziegler
Notary Public
State of Florida at Large
My Commission Expires:

Joan C. Styers

B4750 P1607

B4750 P1608

PLANTATION COLONY A CONDOMINIUM

A. I hereby certify that the foregoing is a true and correct copy of the Declaration of Condominium for the Plantation Colony Condominium, as the same appears in the original Declaration of Condominium filed for record in the Public Office of the County of Miami, Florida, on this 10th day of May, 1960.

WITNESSED my hand and the seal of my office this 10th day of May, 1960.

Notary Public for the State of Florida
J. J. [Signature]
Notary Public for the State of Florida

SECTION 1. A. I hereby certify that the foregoing is a true and correct copy of the Declaration of Condominium for the Plantation Colony Condominium, as the same appears in the original Declaration of Condominium filed for record in the Public Office of the County of Miami, Florida, on this 10th day of May, 1960.

SECTION 2. A. I hereby certify that the foregoing is a true and correct copy of the Declaration of Condominium for the Plantation Colony Condominium, as the same appears in the original Declaration of Condominium filed for record in the Public Office of the County of Miami, Florida, on this 10th day of May, 1960.

SECTION 3. A. I hereby certify that the foregoing is a true and correct copy of the Declaration of Condominium for the Plantation Colony Condominium, as the same appears in the original Declaration of Condominium filed for record in the Public Office of the County of Miami, Florida, on this 10th day of May, 1960.

MICHAEL G. PURMONT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
100 WEST JACKSON STREET, SUITE 1000, MIAMI, FLORIDA 33135

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM

SHEET 2 OF 2

NO.	DATE	DESCRIPTION	BY	FOR
1	5/10/60	DECLARATION OF CONDOMINIUM	MGP	PLC
2	5/10/60	DECLARATION OF CONDOMINIUM	MGP	PLC
3	5/10/60	DECLARATION OF CONDOMINIUM	MGP	PLC
4	5/10/60	DECLARATION OF CONDOMINIUM	MGP	PLC
5	5/10/60	DECLARATION OF CONDOMINIUM	MGP	PLC
6	5/10/60	DECLARATION OF CONDOMINIUM	MGP	PLC
7	5/10/60	DECLARATION OF CONDOMINIUM	MGP	PLC
8	5/10/60	DECLARATION OF CONDOMINIUM	MGP	PLC
9	5/10/60	DECLARATION OF CONDOMINIUM	MGP	PLC
10	5/10/60	DECLARATION OF CONDOMINIUM	MGP	PLC

SECTION 4. A. I hereby certify that the foregoing is a true and correct copy of the Declaration of Condominium for the Plantation Colony Condominium, as the same appears in the original Declaration of Condominium filed for record in the Public Office of the County of Miami, Florida, on this 10th day of May, 1960.

SECTION 5. A. I hereby certify that the foregoing is a true and correct copy of the Declaration of Condominium for the Plantation Colony Condominium, as the same appears in the original Declaration of Condominium filed for record in the Public Office of the County of Miami, Florida, on this 10th day of May, 1960.

B4750 P1609

PLANTATION COLONY A CONDOMINIUM

EXHIBIT A
DECLARATION OF CONDOMINIUM
TO THE DECLARATION OF CONDOMINIUM

1. The property described in the Declaration of Condominium is located in the County of [County Name], State of [State Name], and is bounded by [Boundary Description]. The property is divided into [Number] units, each of which is a separate and distinct unit in the Condominium. The units are described in the Declaration of Condominium. The units are owned by the following persons: [List of Owners]. The units are owned in severalty, and each owner is entitled to a separate and distinct title to the unit owned by him or her. The units are owned in severalty, and each owner is entitled to a separate and distinct title to the unit owned by him or her. The units are owned in severalty, and each owner is entitled to a separate and distinct title to the unit owned by him or her.

2. The property described in the Declaration of Condominium is located in the County of [County Name], State of [State Name], and is bounded by [Boundary Description]. The property is divided into [Number] units, each of which is a separate and distinct unit in the Condominium. The units are described in the Declaration of Condominium. The units are owned by the following persons: [List of Owners]. The units are owned in severalty, and each owner is entitled to a separate and distinct title to the unit owned by him or her. The units are owned in severalty, and each owner is entitled to a separate and distinct title to the unit owned by him or her. The units are owned in severalty, and each owner is entitled to a separate and distinct title to the unit owned by him or her.

12/31/85
[Signature]
[Notary Public Seal]

SHEET 2 OF 2

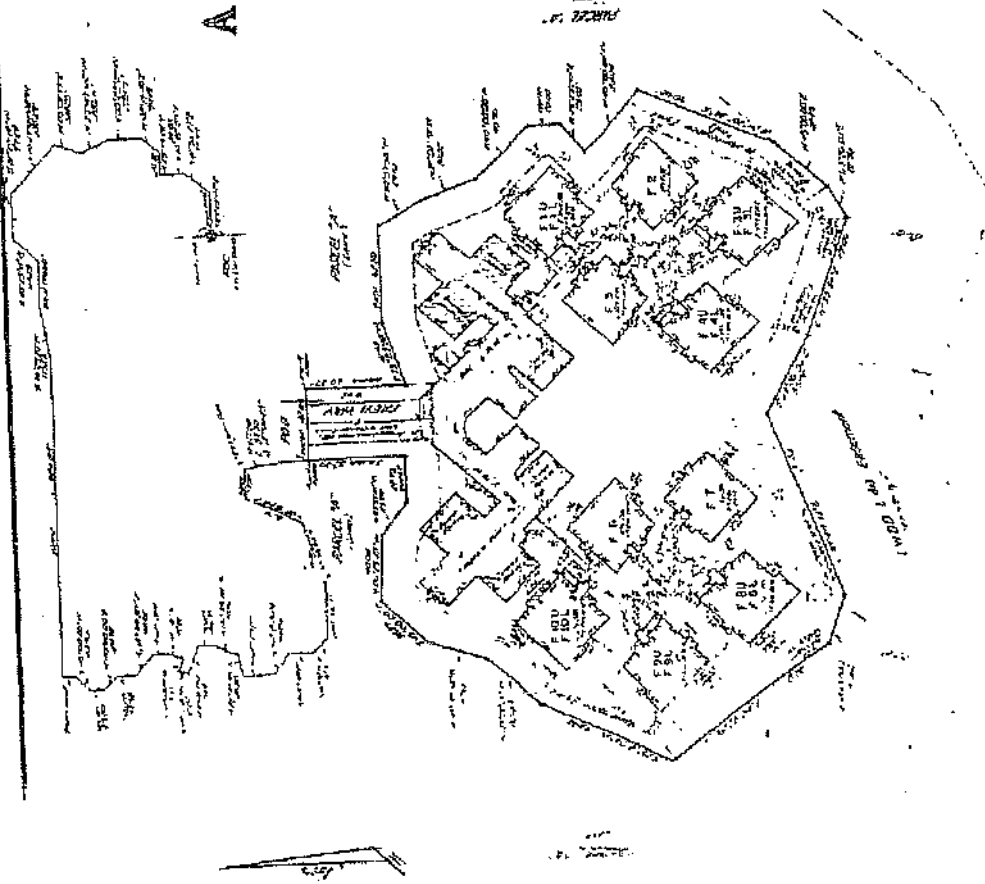
EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. FURMONT & ASSOCIATES INC.
LAND SURVEYORS, PLANNERS
1101 EAST BAYVIEW DRIVE, SUITE 100, MIAMI BEACH, FLORIDA 33139

UNIT	OWNER	DATE OF ACQUISITION	DATE OF SALE	DATE OF TRANSFER
1	[Owner Name]	[Date]	[Date]	[Date]
2	[Owner Name]	[Date]	[Date]	[Date]
3	[Owner Name]	[Date]	[Date]	[Date]
4	[Owner Name]	[Date]	[Date]	[Date]
5	[Owner Name]	[Date]	[Date]	[Date]
6	[Owner Name]	[Date]	[Date]	[Date]
7	[Owner Name]	[Date]	[Date]	[Date]
8	[Owner Name]	[Date]	[Date]	[Date]
9	[Owner Name]	[Date]	[Date]	[Date]
10	[Owner Name]	[Date]	[Date]	[Date]

- 84750 P1610

PLANTATION
COLONY
A CONDOMINIUM
A PORTION OF PHASE V
(F - CLUSTER)



SITE PLAN

GRAPHIC SCALE
SEE FIRST CONSTRUCTION

NOT TO SCALE, SEE 1987
(Notes) show other references

SHEET 8 OF 8

NO.	DATE	REVISION	BY	CHKD.	APP'D.
1	10/1/87	ISSUED FOR PERMITTING	J. G. PURMORT		
2	10/1/87	ISSUED FOR CONSTRUCTION	J. G. PURMORT		
3	10/1/87	ISSUED FOR CONSTRUCTION	J. G. PURMORT		
4	10/1/87	ISSUED FOR CONSTRUCTION	J. G. PURMORT		
5	10/1/87	ISSUED FOR CONSTRUCTION	J. G. PURMORT		
6	10/1/87	ISSUED FOR CONSTRUCTION	J. G. PURMORT		
7	10/1/87	ISSUED FOR CONSTRUCTION	J. G. PURMORT		
8	10/1/87	ISSUED FOR CONSTRUCTION	J. G. PURMORT		
9	10/1/87	ISSUED FOR CONSTRUCTION	J. G. PURMORT		
10	10/1/87	ISSUED FOR CONSTRUCTION	J. G. PURMORT		

EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. PURMORT & ASSOCIATES INC.

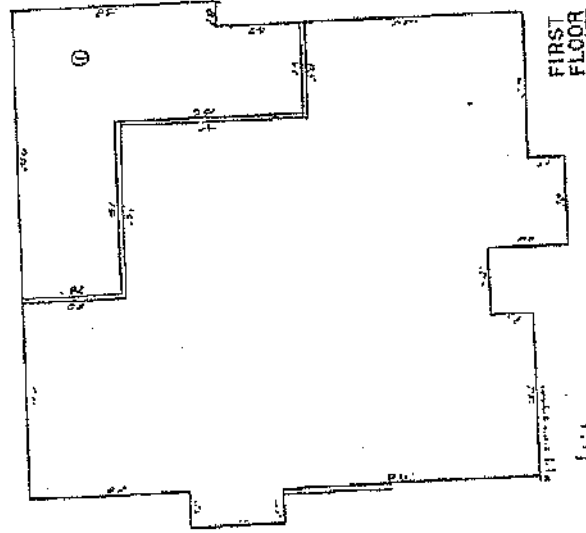
LAND SURVEYORS - PLANNERS

1700 EAST MONTGOMERY STREET, SUITE 100, CHICAGO, ILLINOIS 60610

TEL: 312/344-1100

B4750 P1611

PLANTATION COLONY A CONDOMINIUM PHASE V



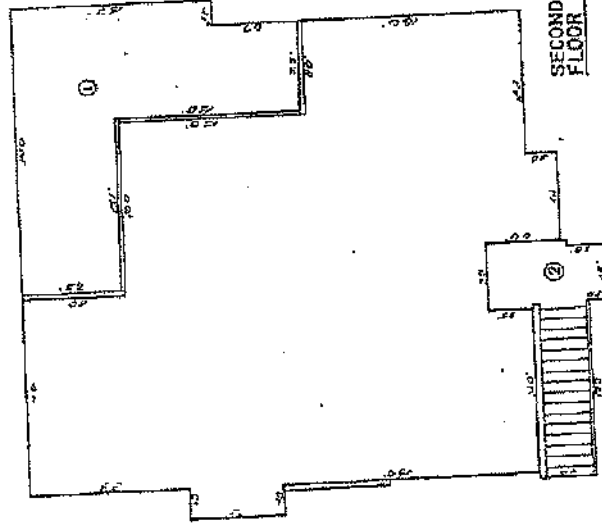
UNIT-F-1L

TYPE 'B-2' - FLOOR PLAN

GRAPHIC SCALE
ONE INCH EQUALS FOUR FEET

MICHAEL G. FURMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM



UNIT-F-1U

ELEVATIONS
1ST FLOOR FINISH FLOOR
2ND FLOOR FINISH FLOOR
FINISH CEILING
FINISH CEILING

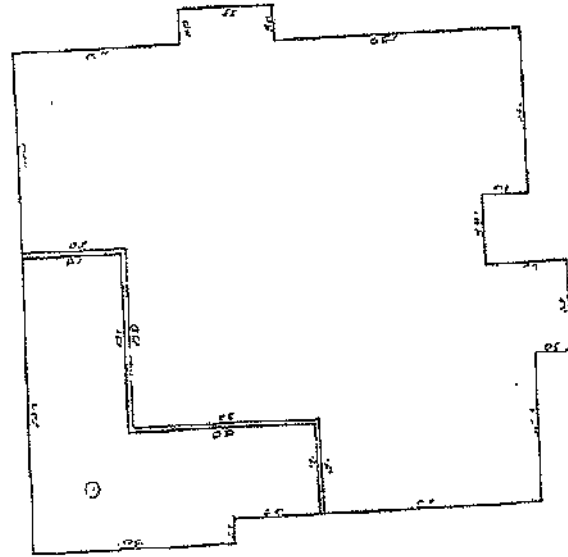
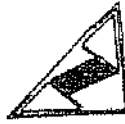
UNITES LIMITED COMPANY FLOOR SCHEDULED FOR OR VALUET
8 APPROVES LIMITED COMPANY ELEVATION DRAWING & LAYOUT

SHEET 73 OF 82

NO.	DESCRIPTION	DATE	BY	CHECKED	DATE	BY
1	REVISION					
2	REVISION					
3	REVISION					
4	REVISION					
5	REVISION					
6	REVISION					
7	REVISION					
8	REVISION					
9	REVISION					
10	REVISION					

84750 P1612

PLANTATION COLONY A CONDOMINIUM PHASE V



ELEVATIONS

FIN. F.L.R. 0.00
FIN. CEILING 11.25

UNIT F-2

TYPE 'A' - FLOOR PLAN

8 UNITS LIMITED COMMON ELEMENTS ARE SHOWN ON SHEET 74 OF 82
8 UNITS LIMITED COMMON ELEMENTS ARE SHOWN ON SHEET 75 OF 82

GRAPHIC SCALE
1" = 10'-0"

MICHAEL C. PURNORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS

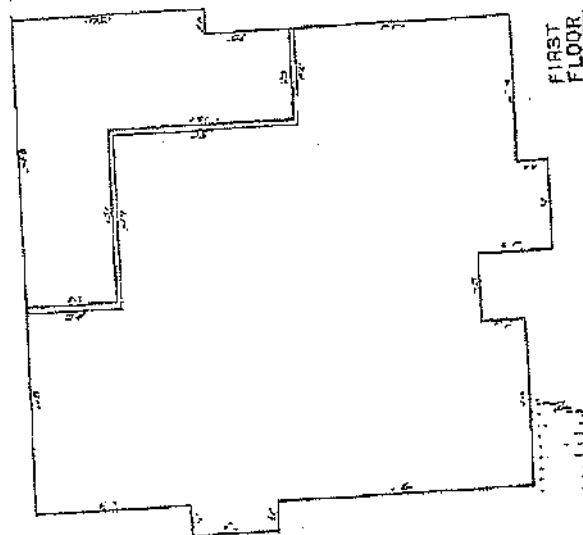
1987 & 1988 REVISIONS BY MICHAEL C. PURNORT & ASSOCIATES INC.
1987 & 1988 REVISIONS BY MICHAEL C. PURNORT & ASSOCIATES INC.

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 74 OF 82

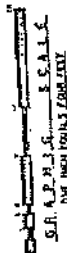
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100	10/1/87	MC	100.0

PLANTATION COLONY
A CONDOMINIUM
PHASE V

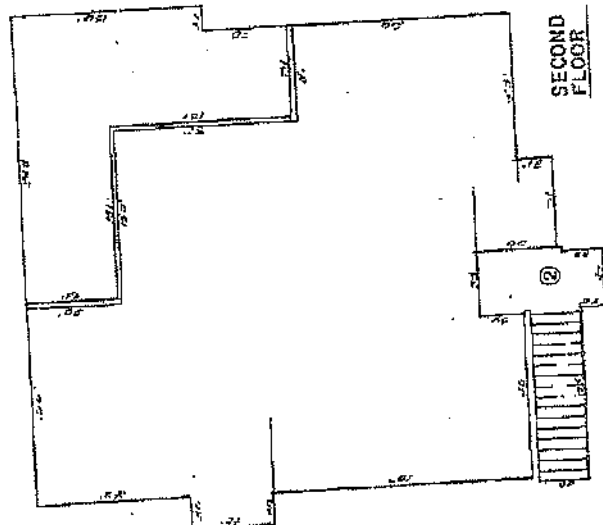


FIRST
FLOOR

UNIT - E-3L



MICHAEL & PURMOET & ASSOCIATES INC.
LAND SURVEYORS • PLANNERS
10000 WILSON ROAD, SUITE 201, GREENBELT, MARYLAND, 20884-1000
TEL: (301) 441-1100 FAX: (301) 441-1101



SECOND FLOOR

ELEVATIONS		279 176	275 173
1ST - FIN FLM			
FIN CEN'T			
2ND - FIN FLM			
FIN DEAD			

UNIT-F-3U

② CONFIDENTIAL SOURCE: ALFRED J. BROWN FOUNDER OF CONFIDENTIAL

TYPE 'A.2' - FLOOR PLAN

SHEET 75 OF 82

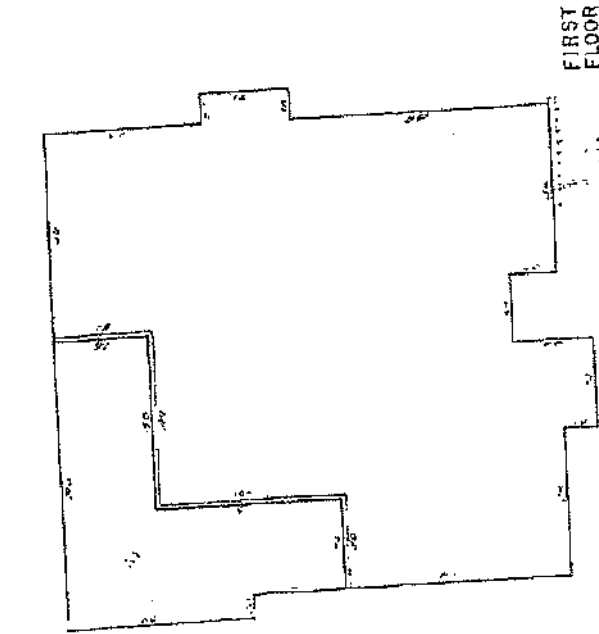
□ # **TRIPLANE**

TO THE DECLARATION OF CONDOMINIUM

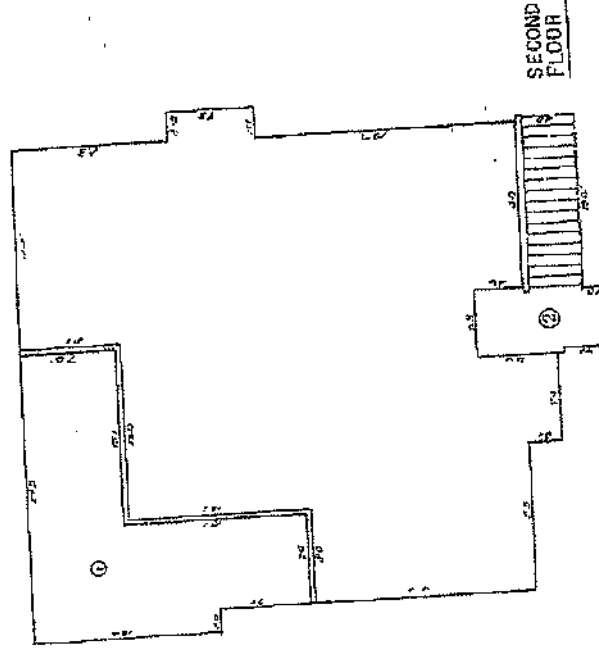
[illegible]

84750 P1614

PLANTATION COLONY A CONDOMINIUM PHASE V



FIRST FLOOR



SECOND FLOOR

ELEVATIONS
1ST - FIN FLR 00'00"
2ND - FIN FLR 00'00"
2ND - FIN CEILING 00'00"

UNIT - F-4U

UNIT - F-4L

TYPE 'A2' - FLOOR PLAN

GRAPHIC SCALE
ONE INCHES = 4'0"

RENTS LIMITED CONDOMINIUM ASSOCIATION OR RENTERS
SHOULD LIMITED COMMON ELEMENT STAIRWAY & ENTRY

SHEET 76 OF 82

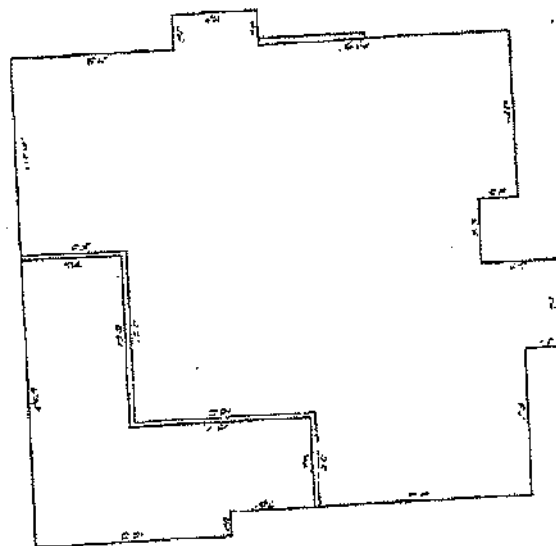
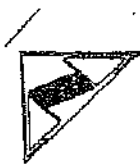
NO.	REVISION	DATE	BY	CHKD.
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2	REVISED FOR PERMIT	01/11/84	W. J. HARRIS	W. J. HARRIS
3	REVISED FOR PERMIT	01/11/84	W. J. HARRIS	W. J. HARRIS
4	REVISED FOR PERMIT	01/11/84	W. J. HARRIS	W. J. HARRIS
5	REVISED FOR PERMIT	01/11/84	W. J. HARRIS	W. J. HARRIS
6	REVISED FOR PERMIT	01/11/84	W. J. HARRIS	W. J. HARRIS
7	REVISED FOR PERMIT	01/11/84	W. J. HARRIS	W. J. HARRIS
8	REVISED FOR PERMIT	01/11/84	W. J. HARRIS	W. J. HARRIS
9	REVISED FOR PERMIT	01/11/84	W. J. HARRIS	W. J. HARRIS
10	REVISED FOR PERMIT	01/11/84	W. J. HARRIS	W. J. HARRIS

EXHIBIT 'C'
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. FURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1000 E. 10TH AVENUE, SUITE 1000, DENVER, CO 80202
(303) 733-1111

84750 P1615

PLANTATION COLONY A CONDOMINIUM PHASE V



ELEVATIONS
FINISH FLOOR
FINISH CEILING

- ① FINISH FLOOR FINISH CEILING
- ② FINISH FLOOR FINISH CEILING

UNIT - F-5

TYPE 'B' - FLOOR PLAN

5,000 S.C.A.L.E.
S.E.A.L.E.D. COPY

MICHAEL G. FUHMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
1000 E. 10TH AVE. SUITE 100, DENVER, CO 80202

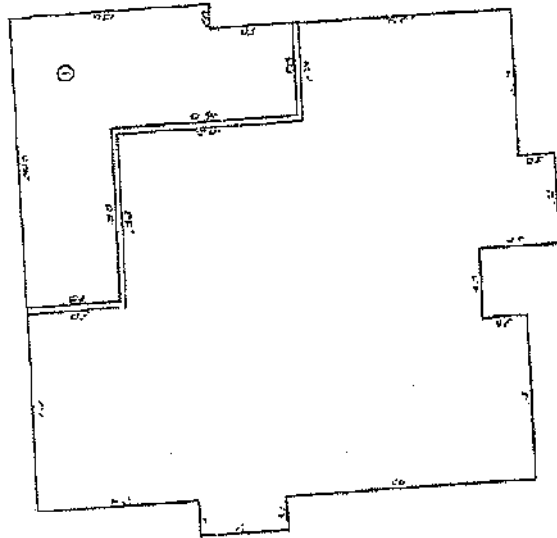
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 77 OF 82

NO.	DATE	DESCRIPTION	BY	CHKD.
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84750 P1616

PLANTATION COLONY A CONDOMINIUM PHASE V



ELEVATIONS
FOR F.L.P. 25.00'
FINL. CEILING 12.37'

- 1) BAPTIST UNITED CHURCH ELEVATION SCREENS FOR CHURCH
- 2) BAPTIST UNITED CHURCH ELEVATION STAIRWAY & ENTRY

UNIT - F-6

TYPE 'A' - FLOOR PLAN

GRAPHIC SCALE
ONE INCH EQUALS ONE FOOT

MICHAEL & PURMORT & ASSOCIATES INC.
LAND SURVEYORS & PLANNERS
1000 N. HICKORY STREET, SUITE 100, HICKORY, NC 27540
(704) 321-1111

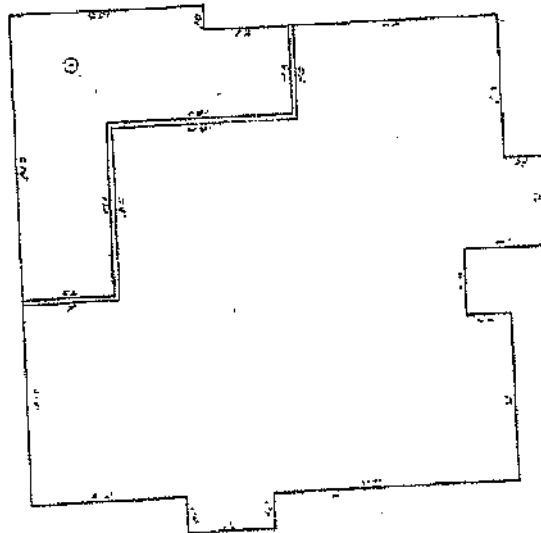
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 78 OF 82

NO.	DESCRIPTION	DATE	BY	CHKD.
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81	REVISION	11/17/84	W. J. HARRIS	
82	REVISION	11/17/84	W. J. HARRIS	

84750 P1617

PLANTATION COLONY A CONDOMINIUM PHASE V



ELEVATIONS
FIN FLS
FIN CON'S

Q DENOTES UNITED COMMON ELEMENTS EXCLUDED FROM UNIT
REMOVES UNITED COMMON ELEMENTS EXCLUDED FROM UNIT

UNIT-F-7

TYPE 'B.1' - FLOOR PLAN

SCALE
1" = 1'-0"

MICHAEL G. FURMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS

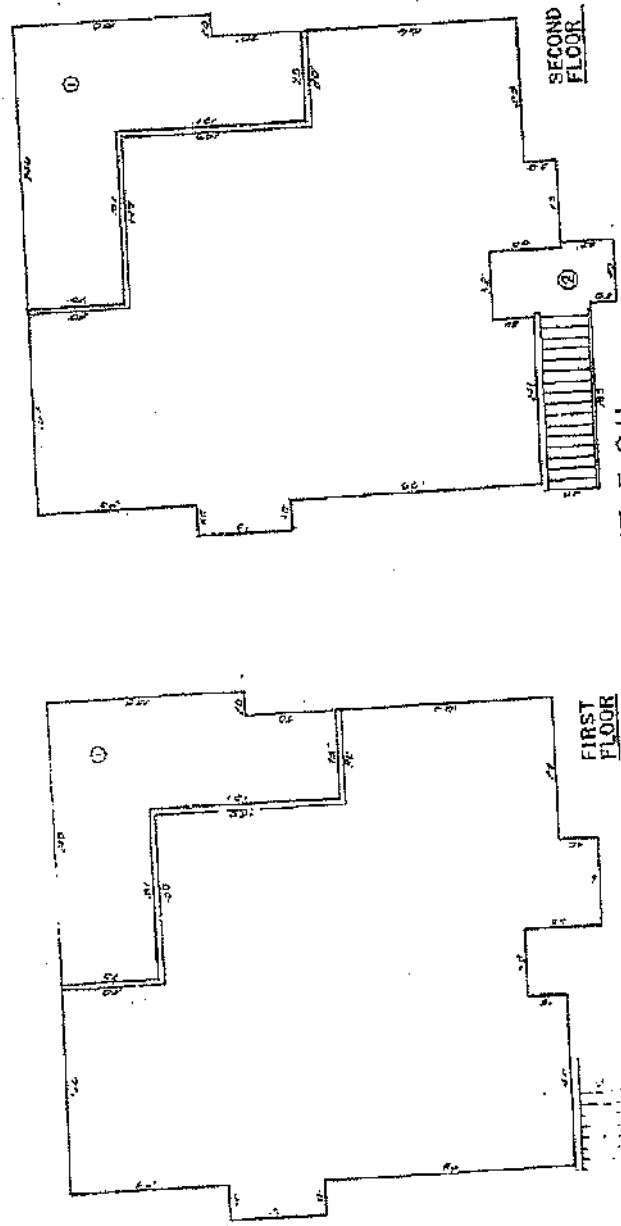
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 79 OF 82

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84750 P1619

PLANTATION COLONY A CONDOMINIUM PHASE V



ELEVATIONS
1ST - FINISH F.L.
2ND - FINISH F.L.
FINISH CEILING
FINISH FLOOR
FINISH CEILING

UNIT-F-9L

TYPE 'B-2' - FLOOR PLAN

GRAPHIC SCALE
ONE INCH EQUALS FOUR FEET

MICHAEL G. PERMONT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
ONE MILL ROAD, SUITE 100, WILMINGTON, DE 19801

EXHIBIT 'C'
TO THE DECLARATION OF CONDOMINIUM

8 UNITS: UNITS COMBINE ELEMENTS OF GALLERY
8 UNITS: UNITS COMBINE ELEMENTS OF GALLERY

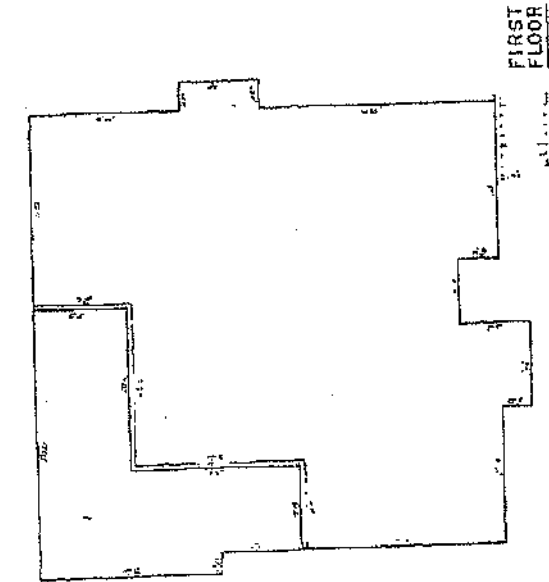
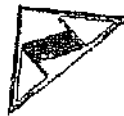
UNIT-F-9U

SHEET 91 OF 92

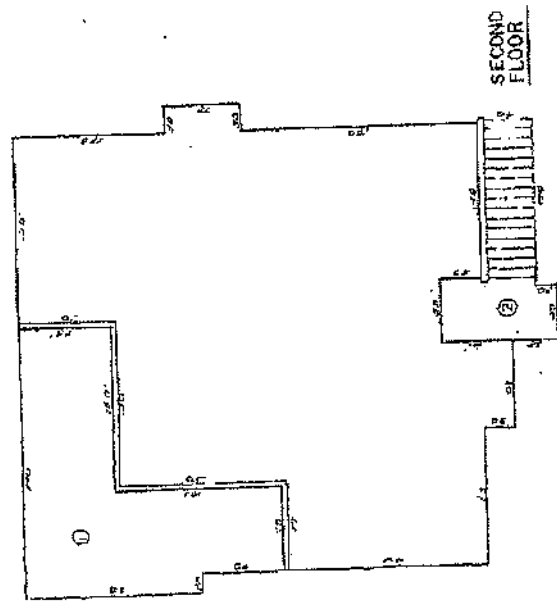
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84750 P1620

PLANTATION COLONY A CONDOMINIUM PHASE V



UNIT - F - 10 L



UNIT - F - 10 U

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

84750 UNITED STATES ELEMENTARY SCHOOL IN ALBANY
84750 UNITED STATES ELEMENTARY SCHOOL IN ALBANY

TYPE 'A2' - FLOOR PLAN

SCALE
1/4" = 1'-0"

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS

1000 S. MILLER AVENUE, SUITE 100, ALBANY, N.Y. 12206
(518) 486-1234

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET B2 OF 82

NO.	DATE	REVISION
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2	10/1/84	ISSUED FOR PERMIT
3	10/1/84	ISSUED FOR PERMIT
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7	10/1/84	ISSUED FOR PERMIT
8	10/1/84	ISSUED FOR PERMIT
9	10/1/84	ISSUED FOR PERMIT
10	10/1/84	ISSUED FOR PERMIT

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

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

0292W/12/2/85

AMENDMENT

TO PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM
AS RECORDED IN OFFICIAL RECORDS BOOK 3861, PAGE 1
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

This Amendment to Declaration of Condominium to Plantation Colony of Boca West, a Condominium is made by Arvida Corporation, a Delaware corporation, as the Developer, for itself, its successors and assigns.

W I T N E S S E T H T H A T

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

WHEREAS, the Declaration authorizes the Developer to amend (Prior to January 1, 1987) the Declaration to submit the "Phase V" property, as described in Article IV of the Declaration, to the condominium form of ownership and to expand the Condominium to include the Phase V property in addition to the Phase I property originally submitted to the condominium form of ownership in and by the Declaration and any additional phases added to the Condominium by amendments recorded prior thereto; and

WHEREAS, Section 718.104(4)(e) of the Florida Statutes (1983) permits complete units within each substantially completed building in a Phase to be conveyed to purchasers notwithstanding that other buildings in the Phase are not substantially completed; provided that all planned improvements serving such building, as set forth in the Declaration, are first completed and that a Certificate of a surveyor, along with certifications from an architect and engineer, if appropriate, complying with the requirements of the Statute are recorded as amendments to the Declaration; and

WHEREAS, the construction of a portion of Phase V property has been completed and the completed improvements have been surveyed by a Registered Florida Land Surveyor; and

WHEREAS, a Registered Florida Engineer and a Licensed Landscape Architect have examined the completed portion of Phase V and found that this portion is substantially completed with respect to landscaping and utility services as required by Section 718.104(4)(e); and

WHEREAS, the Developer wishes to convey completed units within the completed portion of Phase V to contract vendees.

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

1. Attached hereto and made a part hereof as Exhibit A is the Certificate of Michael G. Purmort & Associates, Inc., a Registered Florida Land Surveyor, dated December 2, 1985 certifying that the construction of the planned improvements and common facilities on that portion of Phase V described on Exhibit B attached hereto 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 that portion of Phase V described on Exhibit B can be determined therefrom; except, however,

the certificate does not address landscaping and utility facilities in that portion of Phase V.

2. Attached hereto and made a part hereof as Exhibit C is the Certificate of Gee & Jenson, Registered Florida Engineers certifying that all utility facilities serving that portion of Phase V described on Exhibit B are substantially completed.

3. Attached hereto and made a part hereof as Exhibit C is the Certificate of Mozley Company, Inc., Licensed Landscape Architect, certifying that all landscaping serving that portion of Phase V described on Exhibit B is substantially complete.

4. This Amendment constitutes an Amendment authorized and required by Article IV of the Declaration and Section 718.104(4)(a) of the Florida Statutes and evidences and reflects that the Phase V property, as more particularly described on Exhibit E hereof, has been submitted to the condominium form of ownership and the Condominium has been expanded to include the Phase V 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.

5. 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 part of, as fully as if set forth therein ab initio, the Declaration.

6. 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; notwithstanding that the units in proportions of Phase V not described in Exhibit B are incomplete.

7. Upon the completion of the improvements on those portions of Phase V described in Exhibit B, the Developer shall file an amendment to the Declaration with the certificate of surveyor required by Section 718.104(4)(a) of the Florida Statutes for the entire Phase V.

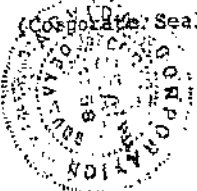
IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to Declaration of Condominium for Plantation Colony of Boca West, a Condominium to be executed, and its corporate seal to be hereunto affixed, by its undersigned duly authorized officers, the 4th day of December, 1985.

ARVIDA CORPORATION

By [Signature]
Vice President - Real Estate Counsel

Attest [Signature]
Assistant Secretary

(Corporate Seal)



B4724 P1712

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4th day of December, 1985, by Jeri Poller and Beatrice T. Williams, as Vice President-Real Estate Counsel and Assistant Secretary, respectively, of Arvida Corporation, a Delaware corporation, on behalf of the corporation.

Judy Ann Camp
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 1, 1991
BORN IN THE COUNTY OF PALM BEACH



84724 P1713

84724 P1714

PLANTATION COLONY A CONDOMINIUM

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

SECTION 1. The following is a copy of the original of the Declaration of Condominium for the Plantation Colony Condominium, as recorded in the Public Records of the State of Florida, in the Office of the Clerk of the Circuit Court, in the County of Miami, Florida, on the 1st day of January, 1967, at the time of its recording.

SECTION 2. The following is a copy of the original of the Declaration of Condominium for the Plantation Colony Condominium, as recorded in the Public Records of the State of Florida, in the Office of the Clerk of the Circuit Court, in the County of Miami, Florida, on the 1st day of January, 1967, at the time of its recording.

SECTION 3. The following is a copy of the original of the Declaration of Condominium for the Plantation Colony Condominium, as recorded in the Public Records of the State of Florida, in the Office of the Clerk of the Circuit Court, in the County of Miami, Florida, on the 1st day of January, 1967, at the time of its recording.

SECTION 4. The following is a copy of the original of the Declaration of Condominium for the Plantation Colony Condominium, as recorded in the Public Records of the State of Florida, in the Office of the Clerk of the Circuit Court, in the County of Miami, Florida, on the 1st day of January, 1967, at the time of its recording.

SECTION 5. The following is a copy of the original of the Declaration of Condominium for the Plantation Colony Condominium, as recorded in the Public Records of the State of Florida, in the Office of the Clerk of the Circuit Court, in the County of Miami, Florida, on the 1st day of January, 1967, at the time of its recording.

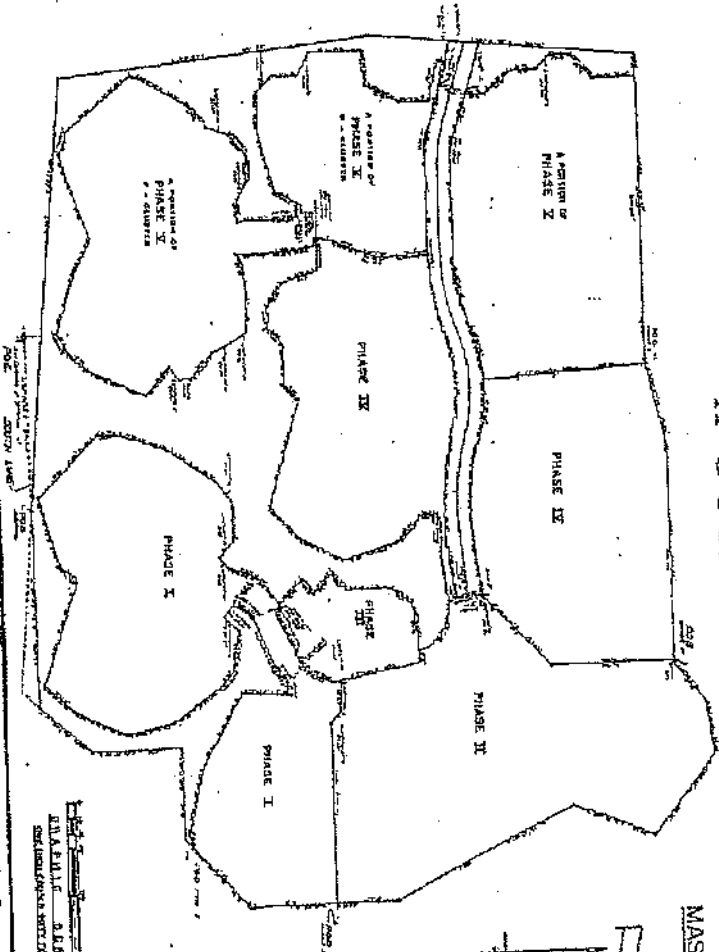
EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM

SHEET 2 OF 2

MICHAEL G. ERMINGHAM & ASSOCIATES, INC.
LAND SURVEYORS & ENGINEERS
1907 EAST WASHINGTON AVENUE
SUITE 100
MIAMI, FLORIDA 33132
(305) 351-1200

PLANTATION COLONY A CONDOMINIUM

MASTER PHASE PLAN



GRAPHIC SCALE
ONE INCH EQUALS 100 FEET

EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

NO.	DATE	DESCRIPTION	BY	DATE
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2	10/1/88	AS SHOWN	W. J. BROWN	10/1/88
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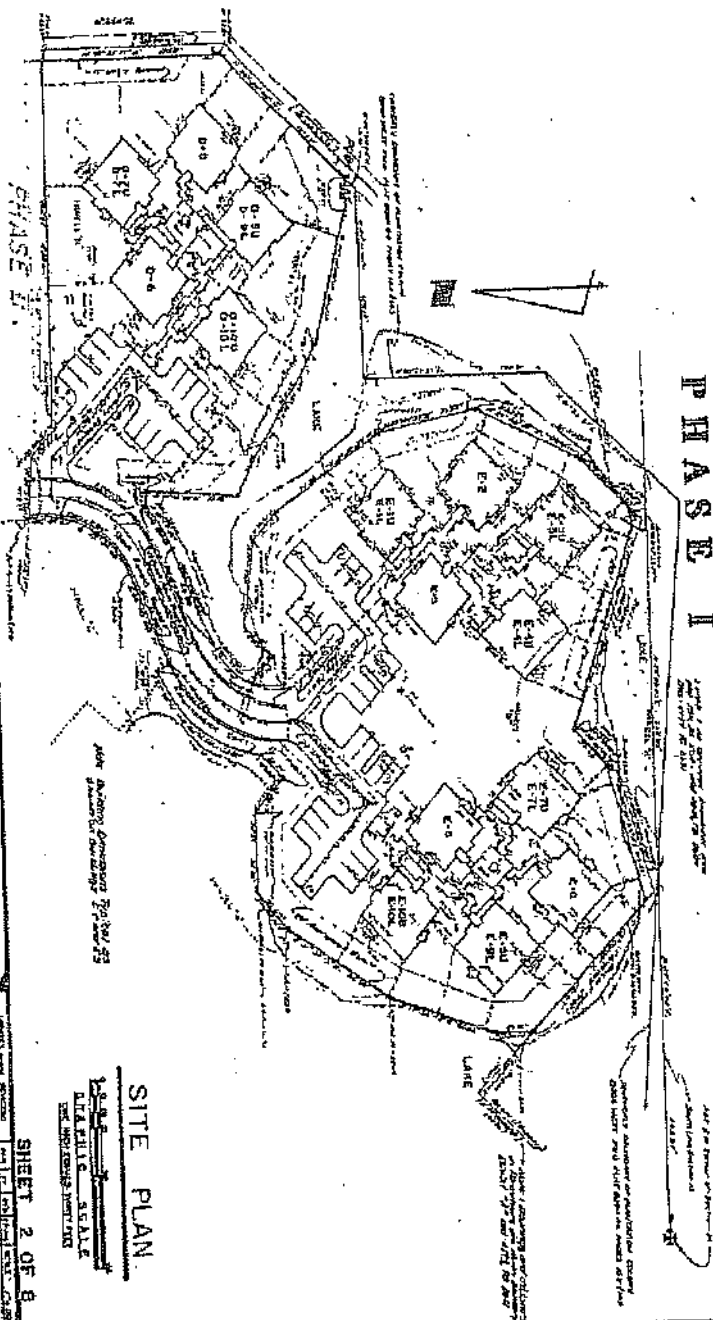
SHEET 1 OF 8

MICHAEL G. RUMFORD & ASSOCIATES, INC.
1100 WEST BAYVIEW AVENUE, SUITE 210, FORT LAUDERDALE, FLORIDA 33304
(305) 461-1000

B4724 P171b

RECORDERS MEMO: Legibility
of Writing, Typing or Printing
unimpaired in this document
when received

PLANTATION COLONY CONDOMINIUM PHASE I



MICHAEL G. FIDMORT & ASSOCIATES INC.
LAND SURVEYORS, PLANNERS
1300 EAST BROADWAY, SUITE 1000, DENVER, CO 80202
(303) 733-0001

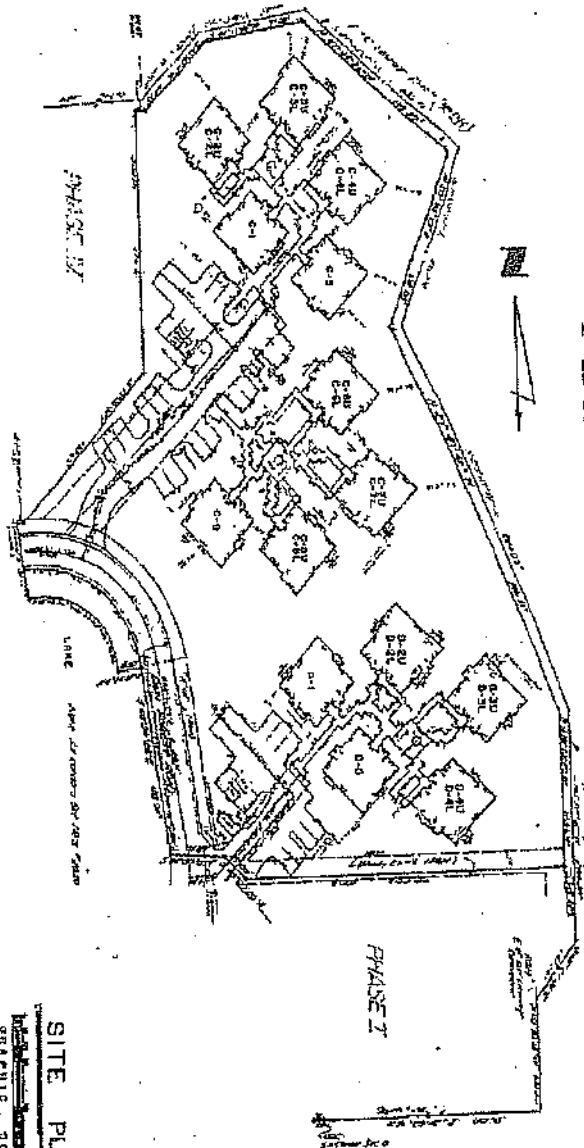
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

SHEET 2 OF 8

NO.	DATE	REVISION
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100	10/1/88	ISSUED FOR PERMIT

PLANTATION COLONY A CONDOMINIUM PHASE II

SEE SHEET PHASE I
FOR UNIT TO PLAN



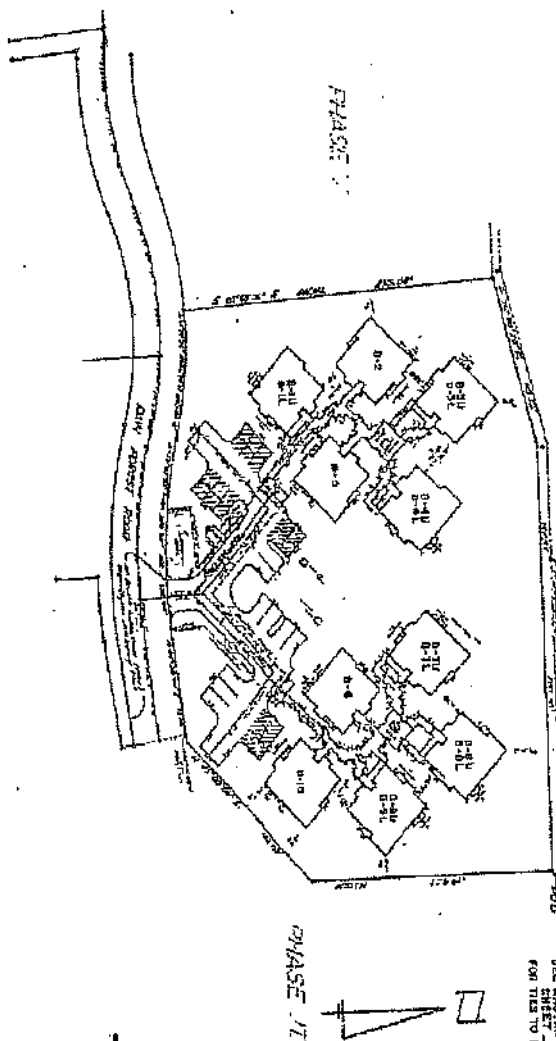
SITE PLAN

SHEET 3 OF 8

EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

MICHAEL A. YOUNG & ASSOCIATES, INC.
LAND DEVELOPMENT - ARCHITECTS
4000 EAST WASHINGTON AVENUE
SUITE 200
DENVER, COLORADO 80231

PLANTATION COLONY
CONDOMINIUM
PHASE IV



DEE MASTER PHASE PL
SHEET 1 of 1
FOR TIES TO F.O.D.

CHAS. - 17

SITE PLAN

James H. H. H.

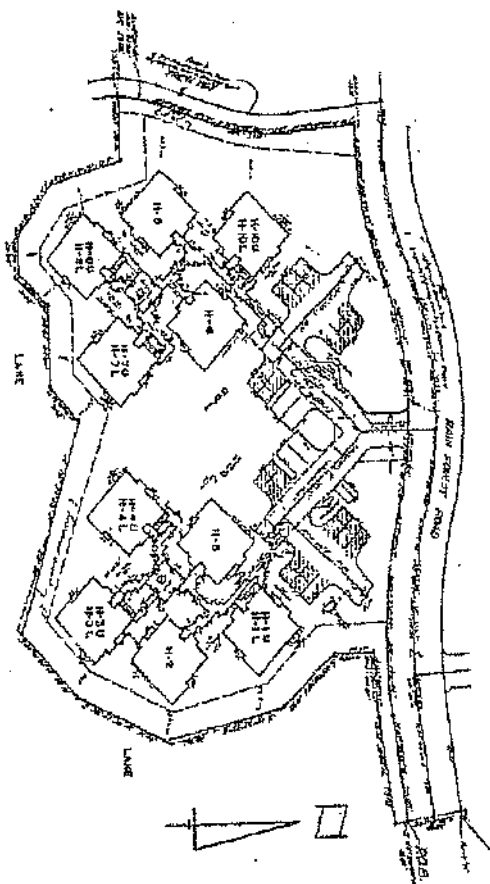
SHEET 4 OF 8

TO THE DECLARATION OF CONDOMINIUM

MICHAEL A. FORMOTT & ASSOCIATES INC.
LAND REDEVELOPMENT PLANNERS
15000 NW 42nd Avenue, Suite 200, Fort Lauderdale, Florida 33309
(305) 551-0101

B4724 P1719

PLANTATION COLONY A CONDOMINIUM PHASE IV



SITE PLAN

LEGEND

SHEET 5 OF 8

EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM

MICHAEL C. PYNNOTT & ASSOCIATES INC.

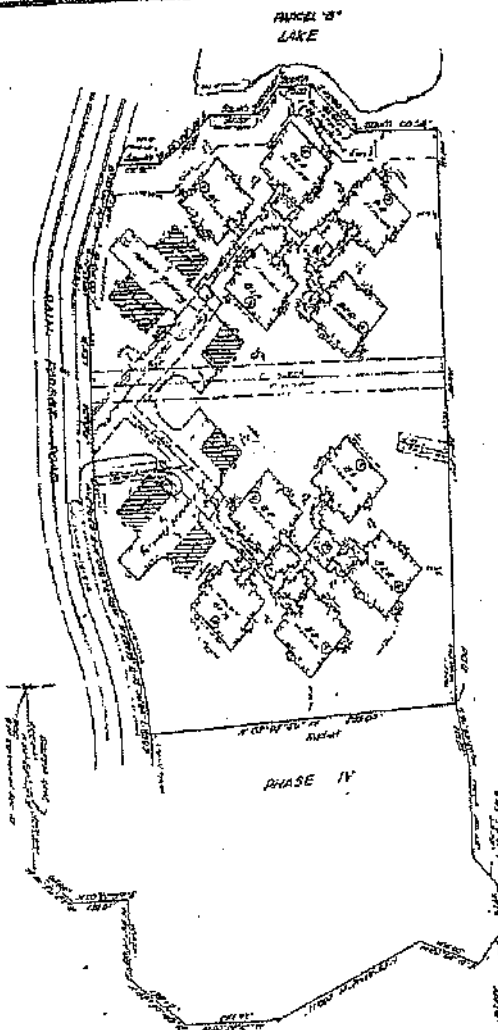
LAND SURVEYORS - PLANNERS

1101 EAST WASHINGTON STREET, SUITE 200, ARLINGTON, VIRGINIA 22202

1/1/88

84724 P1720

PLANTATION COLONY
A CONDOMINIUM
APARTMENT
A PORTION OF PHASE V



SITE PLAN

1/4" = 1' SCALE
SEE ALSO VERTICAL PLAN

EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

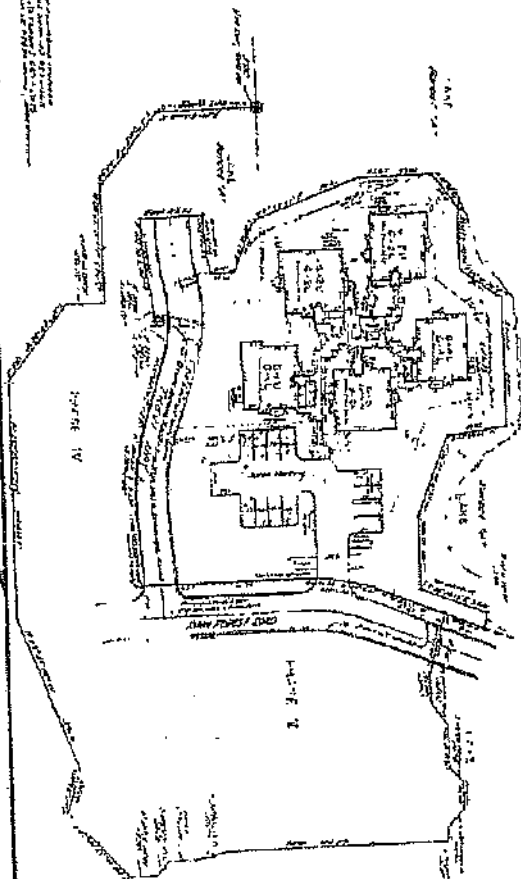
MICHAEL D. BURROUGHS & ASSOCIATES, INC.
ARCHITECTS - PLANNERS
NEW YORK, NEW YORK 10017
(212) 691-1000

SHEET 6 OF 8

NO.	DATE	DESCRIPTION
1	10/1/78	PRELIMINARY
2	10/1/78	REVISED
3	10/1/78	REVISED
4	10/1/78	REVISED
5	10/1/78	REVISED
6	10/1/78	REVISED
7	10/1/78	REVISED
8	10/1/78	REVISED
9	10/1/78	REVISED
10	10/1/78	REVISED

B4724 P1721

PLANTATION COLONY A PORTION OF PHASE V (6-CLUSTER)



MICHAEL A. PRINCE & ASSOCIATES INC.
LAND DEVELOPMENT - PLANNING
2401 WEST WASHINGTON AVENUE
SUITE 1000
DENVER, COLORADO 80202

EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

SITE PLAN

SCALE: 1" = 100'

DATE: 10/1/88

BY: M.A. PRINCE

PROJECT: PLANTATION COLONY

PHASE V

SHEET 7 OF 8

DATE: 10/1/88

BY: M.A. PRINCE

PROJECT: PLANTATION COLONY

PHASE V

SHEET 7 OF 8

DATE: 10/1/88

BY: M.A. PRINCE

PROJECT: PLANTATION COLONY

PHASE V

SHEET 7 OF 8

DATE: 10/1/88

BY: M.A. PRINCE

PROJECT: PLANTATION COLONY

PHASE V

SHEET 7 OF 8

DATE: 10/1/88

BY: M.A. PRINCE

PROJECT: PLANTATION COLONY

PHASE V

SHEET 7 OF 8

DATE: 10/1/88

BY: M.A. PRINCE

PROJECT: PLANTATION COLONY

PHASE V

SHEET 7 OF 8

DATE: 10/1/88

BY: M.A. PRINCE

PROJECT: PLANTATION COLONY

PHASE V

SHEET 7 OF 8

DATE: 10/1/88

BY: M.A. PRINCE

PROJECT: PLANTATION COLONY

PHASE V

SHEET 7 OF 8

DATE: 10/1/88

BY: M.A. PRINCE

PROJECT: PLANTATION COLONY

PHASE V

SHEET 7 OF 8

DATE: 10/1/88

BY: M.A. PRINCE

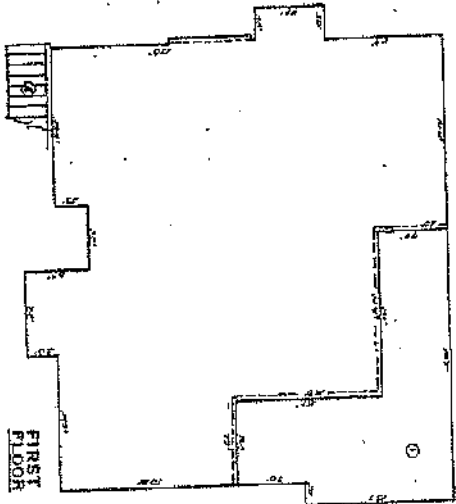
PROJECT: PLANTATION COLONY

PHASE V

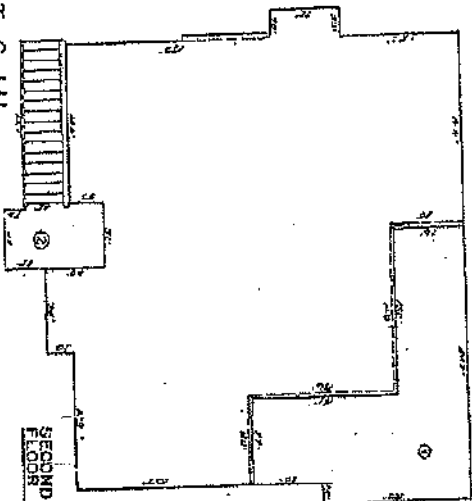
PLANTATION COLONY A CONDOMINIUM PHASE V



ELEVATIONS:
1ST - FINISH T&A
2ND - FINISH T&A
FINISH T&A



UNIT-G-1L



UNIT-G-1L

SCALE 1/8" = 1'-0"

TYPE 'B-2' - FLOOR PLAN

8 MONTHS LIMITED WARRANTY

MICHAEL G. PRINCE & ASSOCIATES INC.

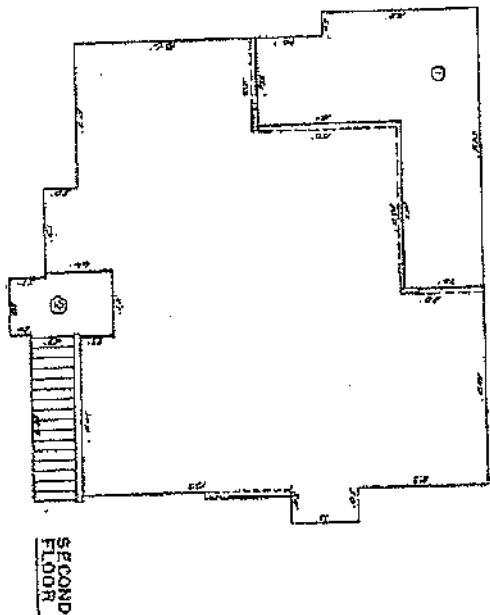
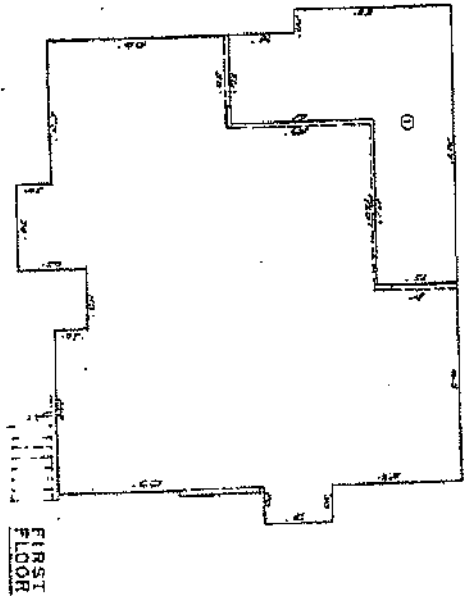
EXHIBIT 'C'

AND A BUILDING AND CONSTRUCTION PLAN, SPECIFICATIONS, CONTRACT DOCUMENTS, AND A DECLARATION OF CONDOMINIUM

TO THE DECLARATION OF CONDOMINIUM

SHEET 68 OF 62

PLANTATION COLONY A CONDOMINIUM PHASE V



UNIT-G-2L

UNIT-G-2U

TYPE 'A2' - FLOOR PLAN

8
REVERTS TO THE COMMONS TO BE USED FOR THE COMMONS

AS SHOWN ON THE
RECORDING PLAN

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYOR, PLANNING
AND ARCHITECTURAL CONSULTANTS
1000 N. 10TH ST., SUITE 100, FORT WORTH, TEXAS 76102

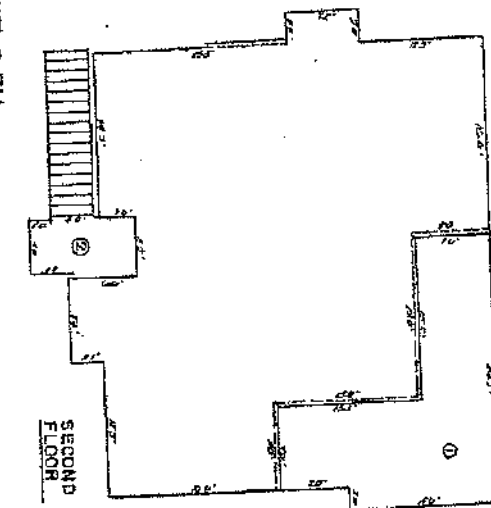
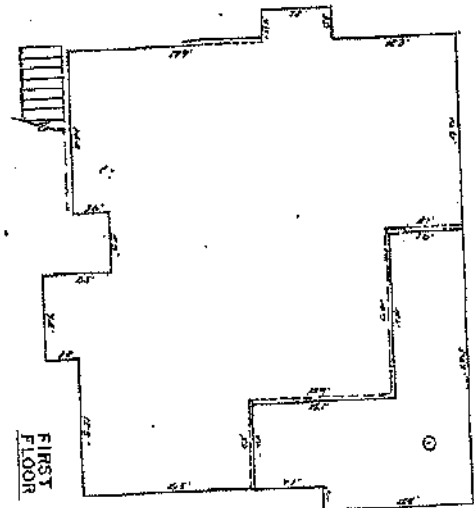
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 69 OF 82

REVISIONS
1ST - 10/1/84
2ND - 10/1/84
3RD - 10/1/84

NO.	DATE	REVISION	BY	CHKD.
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10	10/1/84	10/1/84	10/1/84	10/1/84

PLANTATION COLONY A CONDOMINIUM PHASE V



UNIT-G-3L

UNIT-G-3L

TYPE 'A-2' - FLOOR PLAN

ASAP 1/1/82
100% FINISHED

MICHAEL E. PRINCE & ASSOCIATES INC.
LAND DEVELOPER - STANFORD

100% FINISHED WITH 100% FINISHED FLOORING AND WALLS

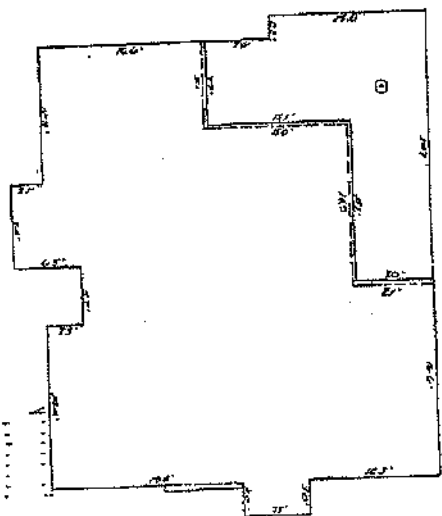
8. SECOND UNIT'S FLOOR PLAN IS SUBJECT OF OTHER
8. SECOND UNIT'S FLOOR PLAN IS SUBJECT OF OTHER

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

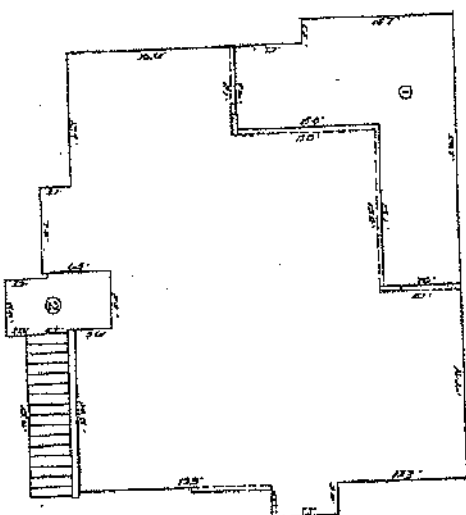
SHEET 70 OF 82

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8	REVISION	1/1/82	MEP
9	REVISION	1/1/82	MEP
10	REVISION	1/1/82	MEP

LEGEND
1ST - 1ST FLOOR
2ND - 2ND FLOOR
3RD - 3RD FLOOR
4TH - 4TH FLOOR
5TH - 5TH FLOOR
6TH - 6TH FLOOR
7TH - 7TH FLOOR
8TH - 8TH FLOOR
9TH - 9TH FLOOR
10TH - 10TH FLOOR



FIRST FLOOR



SECOND
FLOOR

Education,
 157 - Phil Phil
 Phil Phil
 215 - Phil Phil
 Phil Phil

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UNIT - G-40

517

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TYPE 'A.2.' - FLOOR PLAN

MICHAEL C. PURMORT & ASSOCIATES INC.

[illegible]

Iteration	$\ \nabla f(x_k) \ $	$\ \nabla^2 f(x_k) \ $	$\ \nabla^3 f(x_k) \ $
1	1.0000	1.0000	1.0000
2	0.5000	0.5000	0.5000
3	0.2500	0.2500	0.2500
4	0.1250	0.1250	0.1250
5	0.0625	0.0625	0.0625
6	0.0312	0.0312	0.0312
7	0.0156	0.0156	0.0156
8	0.0078	0.0078	0.0078
9	0.0039	0.0039	0.0039
10	0.0019	0.0019	0.0019
11	0.0009	0.0009	0.0009
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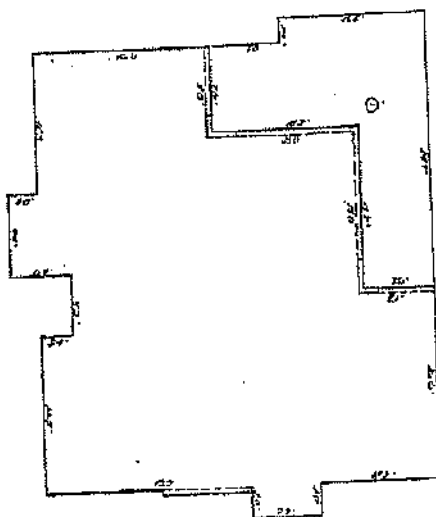
2000

TO THE DECLARATION OF CONDOMINIUM,

EXHIBIT "C"

[illegible]

PLANTATION COLONY A CONDOMINIUM PHASE V



UNIT-G-5

TYPE 'B' - FLOOR PLAN

GRAPHIC SCALE
1" = 10'-0"

MICHAEL O. POTEMOST & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS

Scale is indicated in feet. All dimensions are approximate and subject to change without notice.

ELEVATIONS
FINISH FLOOR
FINISH CEILING

REMARKS: UNIT G-5 COMMON ELEMENTS: STAIRS, ELEVATOR, HALLS, AND OTHER AREAS.

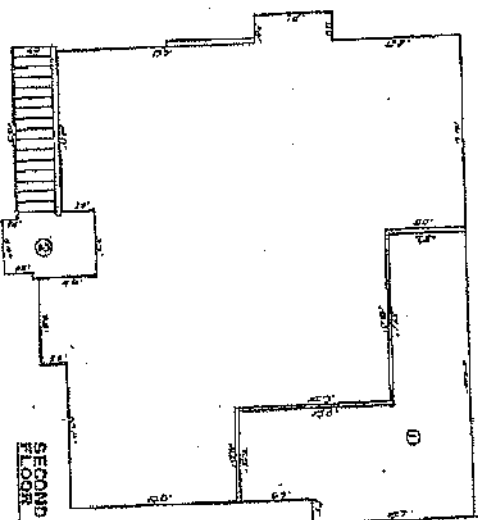
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

PLANTATION COLONY
ACCOMMODATION
PHASE V



FIRST FLOOR

UNIT-F-1 U



057 - PAMSAI PUL - 3000
 PULSIN CONE - 2000
 2000 - PULSIN PUL - 3000
 PULSIN CONE - 2000

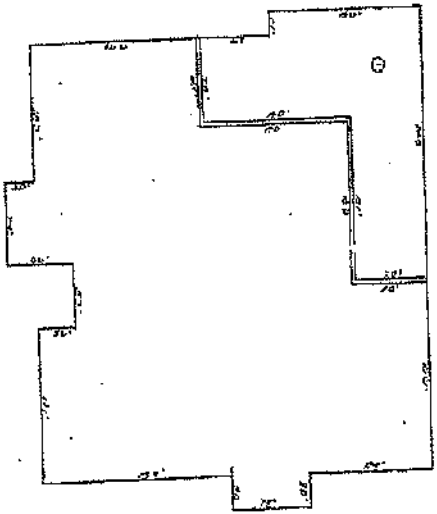
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MICHAEL E. FURMCHORT & ASSOCIATES INC.
LAND DEVELOPERS • PLANNERS

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 73 OF 82

PLANTATION COLONY A CONDOMINIUM PHASE V



UNIT F-2

ELEVATIONS
FLOOR PLAN
FLOOR PLAN

88. DIMENSIONS SHOWN ARE APPROXIMATE AND SHOULD BE USED AS A GUIDE ONLY.

TYPE 'A' - FLOOR PLAN

SCALE
1" = 10'-0"

MICHAEL G. BURROUGHS & ASSOCIATES INC.

LAND SURVEYORS - PLANNERS

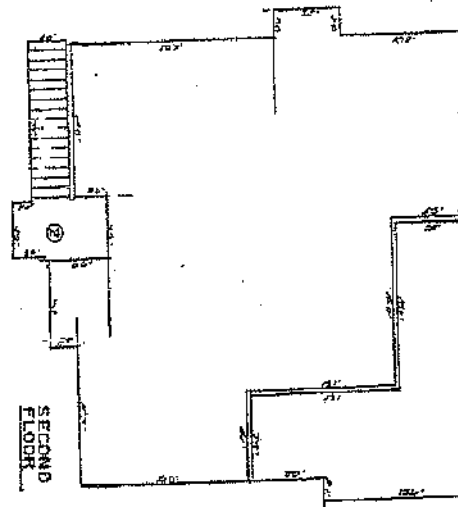
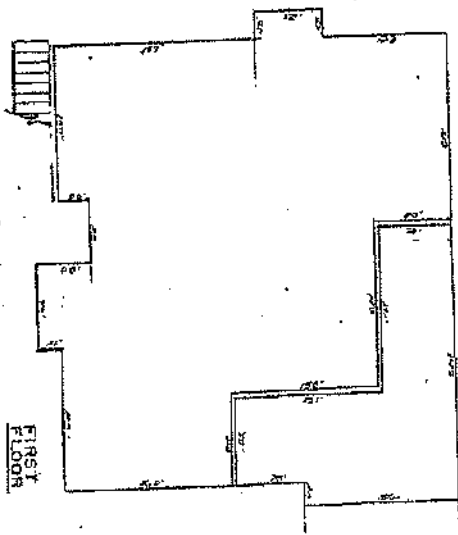
1000 N. W. 10th Avenue, Suite 1000, Fort Lauderdale, Florida 33309

EXHIBIT "C"

TO THE DECLARATION OF CONDOMINIUM

SHEET 74 OF 82

PLANTATION COLONY A CONDOMINIUM PHASE V



UNIT-F-31

UNIT-F-31

TYPE 'A2' - FLOOR PLAN

MECHANICAL ROOM
FOR MECHANICAL EQUIPMENT

NICHOLAS G. FORDMOTT & ASSOCIATES INC.
LAND DEVELOPMENT - PLANNING
ONE N. HARRISON ST., SUITE 100, JEFFERSON, MISSISSIPPI 39201-1001
(601) 944-1001

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

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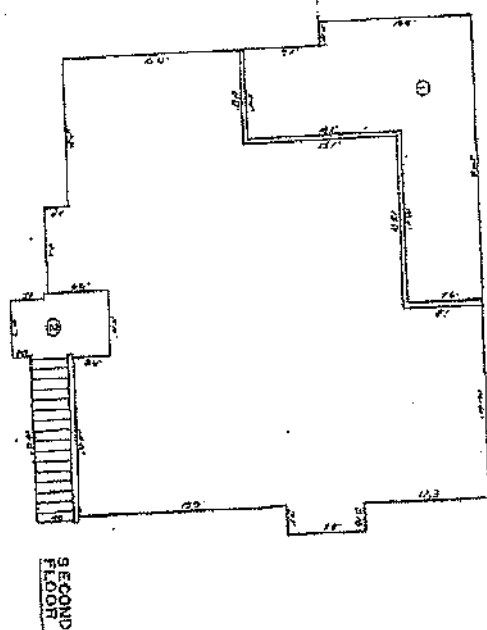
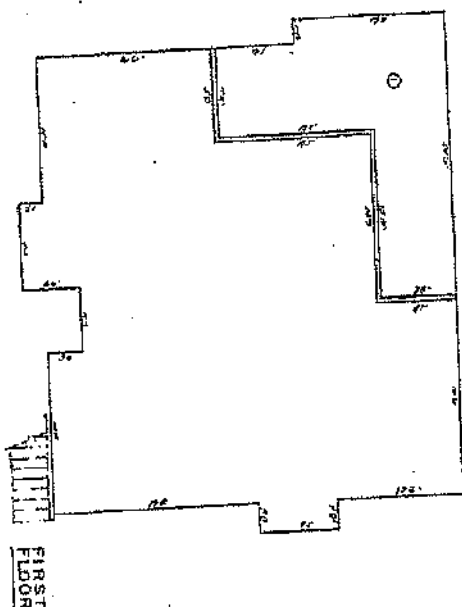
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10	10/1/93	REVISION	JGF	

SHEET 75 OF 82

REVISIONS
1ST - FOR PERMIT
2ND - FOR PERMIT
3RD - FOR PERMIT

84724 P1730

PLANTATION COLONY A CONDOMINIUM PHASE V



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REPRODUCED BY THE LUTHERAN CHURCH OF THE SOUTH

GRAPHIC SCALE
IN FEET AND INCHES

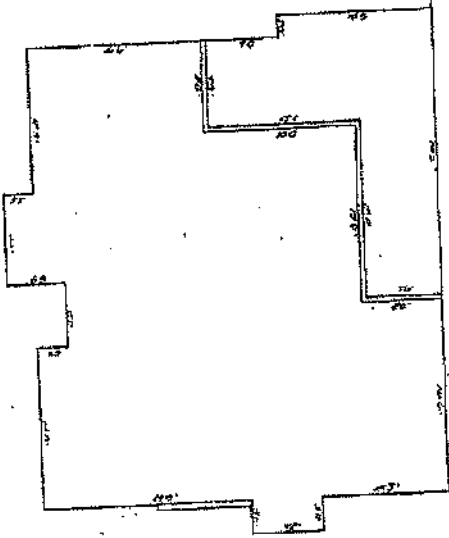
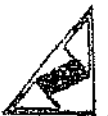
MICHAEL G. FURMONT & ASSOCIATES, INC.
ARCHITECTS
1000 N. W. 10th Ave., Suite 1000
Fort Lauderdale, FL 33304
(954) 561-1000

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 76 OF 82

NO.	DATE	DESCRIPTION	BY	CHECKED
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81	10/1/01	REVISION	MF	MF
82	10/1/01	REVISION	MF	MF

PLANTATION COLONY A CONDOMINIUM PHASE V



ELEVATIONS
FINISH FLOOR
FINISH CEILING

REMARKS: UNIT F-5 SHOWN IN CONSTRUCTION RECORDS AS BEING A
RE-ENTRY TO THE CONDOMINIUM PHASE V UNIT

UNIT - F-5

TYPE 'B' - FLOOR PLAN

SCALE
1" = 4'-0"

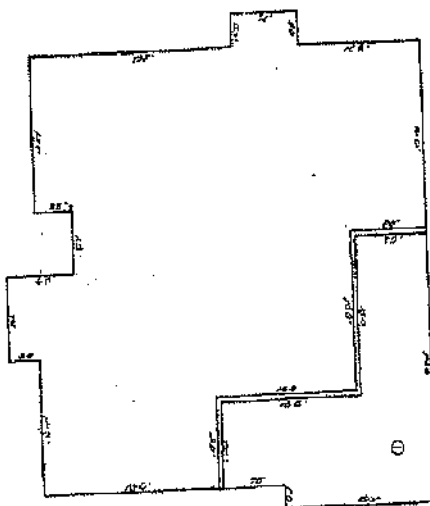
MICHAEL G. RYAN & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
1000 N. HILARIO WAY, DEPT. 100, WILSONVILLE, OR 97150

EXHIBIT 'C' -
TO THE DECLARATION OF CONDOMINIUM

SHEET 77 OF 82

NO.	DATE	DESCRIPTION	BY	CHECKED
1	10/1/82	ISSUED FOR RECORD	MR. RYAN	MR. RYAN
2	10/1/82	REVISION	MR. RYAN	MR. RYAN
3	10/1/82	REVISION	MR. RYAN	MR. RYAN
4	10/1/82	REVISION	MR. RYAN	MR. RYAN
5	10/1/82	REVISION	MR. RYAN	MR. RYAN
6	10/1/82	REVISION	MR. RYAN	MR. RYAN
7	10/1/82	REVISION	MR. RYAN	MR. RYAN
8	10/1/82	REVISION	MR. RYAN	MR. RYAN
9	10/1/82	REVISION	MR. RYAN	MR. RYAN
10	10/1/82	REVISION	MR. RYAN	MR. RYAN

PLANTATION COLONY A CONDOMINIUM PHASE V



UNIT - F-6

GRAPHIC SCALE
ONE INCH EQUALS ONE FOOT

TYPE 'A1'-FLOOR PLAN

MICHAEL G. PERIMORE & ASSOCIATES INC.

1400 WEST 10TH AVENUE, SUITE 200, DENVER, COLORADO 80202
(303) 733-1111

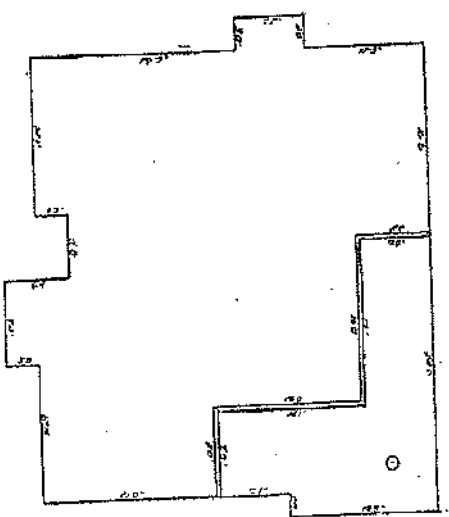
ELEVATIONS
FIN. FLM. 0'-0" / 0'-0"
FIN. CEIL. 8'-0" / 8'-0"

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EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM

NO.	DATE	DESCRIPTION	BY	CHECKED	DATE	DESCRIPTION	BY	CHECKED	DATE
1	10/1/97	ISSUED FOR PERMIT	MPA						
2	10/1/97	REVISION	MPA						
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9	10/1/97	REVISION	MPA						
10	10/1/97	REVISION	MPA						

PLANTATION COLONY A CONDOMINIUM PHASE V



SA. 5/20/78
PM 5:10
PM 5:10
PM 5:10

UNIT E-7

TYPE 'B.1' - FLOOR PLAN

SCALE
1/4" = 1'-0"

MICHAEL A. PRINCE & ASSOCIATES INC.
PLANNERS

1000 N. GULFVIEW ROAD, SUITE 200, FORT WORTH, TEXAS 76104

EXHIBIT "O"
TO THE DECLARATION OF CONDOMINIUM

SHEET 79 OF 82

NO.	DATE	REVISION
1	5/20/78	ISSUED FOR PERMIT
2	5/20/78	ISSUED FOR PERMIT
3	5/20/78	ISSUED FOR PERMIT
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82	5/20/78	ISSUED FOR PERMIT

PLANTATION COLONY
A CONDOMINIUM
PHASE V



PLANNING
1 ST - PIVOTAL R.R. STATION
FOR THE FUTURE
4th - PLANNED R.R. STATION
FOR THE FUTURE

UNIT - F-21

A detailed architectural floor plan of the first floor of a building. The plan shows a rectangular main area with several internal walls creating various sized rooms and corridors. Dimensions are provided for most wall segments in feet and inches. A staircase is located in the top left corner, indicated by a series of parallel lines. The text "FIRST FLOOR" is written vertically along the bottom left edge of the drawing. There are some handwritten notes and marks throughout the plan, such as "10' 0\"/>

UNIT-F-90

[illegible]

TYPE 'B-2' - FLOOR PLAN

Call and let us help you. Spaulding Education & Development Program for Children
LEARNERS LIMITED COMPANY INC. 4001 10th

404 P.H. 5 R. 6. 1. 5
C.M. 1950 K. 1951. 2. 1952. 1953. 1954. 1955. 1956. 1957. 1958. 1959. 1960. 1961. 1962. 1963. 1964. 1965. 1966. 1967. 1968. 1969. 1970. 1971. 1972. 1973. 1974. 1975. 1976. 1977. 1978. 1979. 1980. 1981. 1982. 1983. 1984. 1985. 1986. 1987. 1988. 1989. 1990. 1991. 1992. 1993. 1994. 1995. 1996. 1997. 1998. 1999. 2000. 2001. 2002. 2003. 2004. 2005. 2006. 2007. 2008. 2009. 2010. 2011. 2012. 2013. 2014. 2015. 2016. 2017. 2018. 2019. 2020. 2021. 2022. 2023. 2024. 2025. 2026. 2027. 2028. 2029. 2030. 2031. 2032. 2033. 2034. 2035. 2036. 2037. 2038. 2039. 2040. 2041. 2042. 2043. 2044. 2045. 2046. 2047. 2048. 2049. 2050. 2051. 2052. 2053. 2054. 2055. 2056. 2057. 2058. 2059. 2060. 2061. 2062. 2063. 2064. 2065. 2066. 2067. 2068. 2069. 2070. 2071. 2072. 2073. 2074. 2075. 2076. 2077. 2078. 2079. 2080. 2081. 2082. 2083. 2084. 2085. 2086. 2087. 2088. 2089. 2090. 2091. 2092. 2093. 2094. 2095. 2096. 2097. 2098. 2099. 2100. 2101. 2102. 2103. 2104. 2105. 2106. 2107. 2108. 2109. 2110. 2111. 2112. 2113. 2114. 2115. 2116. 2117. 2118. 2119. 2120. 2121. 2122. 2123. 2124. 2125. 2126. 2127. 2128. 2129. 2130. 2131. 2132. 2133. 2134. 2135. 2136. 2137. 2138. 2139. 2140. 2141. 2142. 2143. 2144. 2145. 2146. 2147. 2148. 2149. 2150. 2151. 2152. 2153. 2154. 2155. 2156. 2157. 2158. 2159. 2160. 2161. 2162. 2163. 2164. 2165. 2166. 2167. 2168. 2169. 2170. 2171. 2172. 2173. 2174. 2175. 2176. 2177. 2178. 2179. 2180. 2181. 2182. 2183. 2184. 2185. 2186. 2187. 2188. 2189. 2190. 2191. 2192. 2193. 2194. 2195. 2196. 2197. 2198. 2199. 2200. 2201. 2202. 2203. 2204. 2205. 2206. 2207. 2208. 2209. 2210. 2211. 2212. 2213. 2214. 2215. 2216. 2217. 2218. 2219. 2220. 2221. 2222. 2223. 2224. 2225. 2226. 2227. 2228. 2229. 2230. 2231. 2232. 2233. 2234. 2235. 2236. 2237. 2238. 2239. 2240. 2241. 2242. 2243. 2244. 2245. 2246. 2247. 2248. 2249. 2250. 2251. 2252. 2253. 2254. 2255. 2256. 2257. 2258. 2259. 2260. 2261. 2262. 2263. 2264. 2265. 2266. 2267. 2268. 2269. 2270. 2271. 2272. 2273. 2274. 2275. 2276. 2277. 2278. 2279. 2280. 2281. 2282. 2283. 2284. 2285. 2286. 2287. 2288. 2289. 2290. 2291. 2292. 2293. 2294. 2295. 2296. 2297. 2298. 2299. 2300. 2301. 2302. 2303. 2304. 2305. 2306. 2307. 2308. 2309. 2310. 2311. 2312. 2313. 2314. 2315. 2316. 2317. 2318. 2319. 2320. 2321. 2322. 2323. 2324. 2325. 2326. 2327. 2328. 2329. 2330. 2331. 2332. 2333. 2334. 2335. 2336. 2337. 2338. 2339. 2340. 2341. 2342. 2343. 2344. 2345. 2346. 2347. 2348. 2349. 2350. 2351. 2352. 2353. 2354. 2355. 2356. 2357. 2358. 2359. 2360. 2361. 2362. 2363. 2364. 2365. 2366. 2367. 2368. 2369. 2370. 2371. 2372. 2373. 2374. 2375. 2376. 2377. 2378. 2379. 2380. 2381. 2382. 2383. 2384. 2385. 2386. 2387. 2388. 2389. 2390. 2391. 2392. 2393. 2394. 2395. 2396. 2397. 2398. 2399. 2400. 2401. 2402. 2403. 2404. 2405. 2406. 2407. 2408. 2409. 2410. 2411. 2412. 2413. 2414. 2415. 2416. 2417. 2418. 2419. 2420. 2421. 2422. 2423. 2424. 2425. 2426. 2427. 2428. 2429. 2430. 2431. 2432. 2433. 2434. 2435. 2436. 2437. 2438. 2439. 2440. 2441. 2442. 2443. 2444. 2445. 2446. 2447. 2448. 2449. 2450. 2451. 2452. 2453. 2454. 2455. 2456. 2457. 2458. 2459. 2460. 2461. 2462. 2463. 2464. 2465. 2466. 2467. 2468. 2469. 2470. 2471. 2472. 2473. 2474. 2475. 2476. 2477. 2478. 2479. 2480. 2481. 2482. 2483. 2484. 2485. 2486. 2487. 2488. 2489. 2490. 2491. 2492. 2493. 2494. 2495. 2496. 2497. 2498. 2499. 2500. 2501. 2502. 2503. 2504. 2505. 2506. 2507. 2508. 2509. 2510. 2511. 2512. 2513. 2514. 2515. 2516. 2517. 2518. 2519. 2520. 2521. 2522. 2523. 2524. 2525. 2526. 2527. 2528. 2529. 2530. 2531. 2532. 2533. 2534. 2535. 2536. 2537. 2538. 2539. 2540. 2541. 2542. 2543. 2544. 2545. 2546. 2547. 2548. 2549. 2550. 2551. 2552. 2553. 2554. 2555. 2556. 2557. 2558. 2559. 2560. 2561. 2562. 2563. 2564. 2565. 2566. 2567. 2568. 2569. 2570. 2571. 2572. 2573. 2574. 2575. 2576. 2577. 2578. 2579. 2580. 2581. 2582. 2583. 2584. 2585. 2586. 2587. 2588. 2589. 2590. 2591. 2592. 2593. 2594. 2595. 2596. 2597. 2598. 2599. 2600. 2601. 2602. 2603. 2604. 2605. 2606. 2607. 2608. 2609. 2610. 2611. 2612. 2613. 2614. 2615. 2616. 2617. 2618. 2619. 2620. 2621. 2622. 2623. 2624. 2625. 2626. 2627

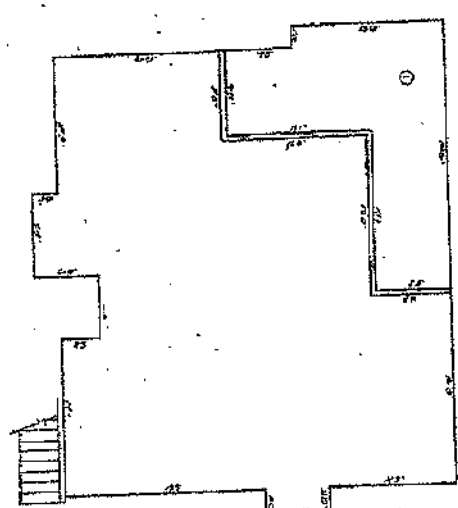
MICHAEL G. PYRAMONT & ASSOCIATES INC.

1. LEADERSHIP QUALITY - The leadership quality of the group was rated as "good" by the group members. The group was able to work together and achieve their goals.

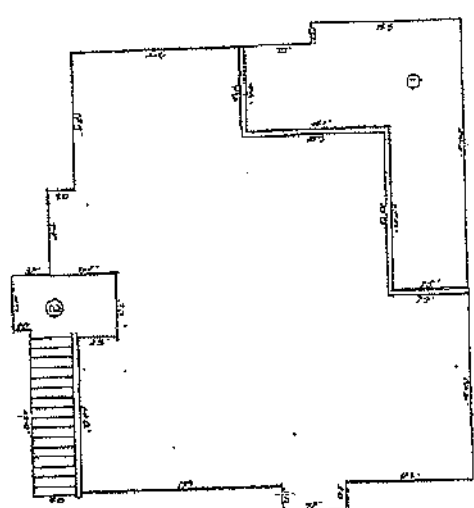
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 81 OF 82

PLANTATION COLONY A CONDOMINIUM PHASE V



UNIT-F-101



UNIT-F-102

TYPE 'A.2.' - FLOOR PLAN

LEGEND
SCALE
1" = 10'-0"

MICHAEL G. FURMONT & ASSOCIATES, INC.
LAND SURVEYORS & PLANNERS
10000 W. 10th Avenue, Suite 100, Denver, CO 80231
(303) 751-1000

2. REVISIONS TO THE DECLARATION OF CONDOMINIUM
2. REVISIONS TO THE DECLARATION OF CONDOMINIUM

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 82 OF 82

NO.	DATE	DESCRIPTION
1	10/1/82	ISSUED FOR PERMIT
2	10/1/82	ISSUED FOR PERMIT
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8	10/1/82	ISSUED FOR PERMIT
9	10/1/82	ISSUED FOR PERMIT
10	10/1/82	ISSUED FOR PERMIT

ELEVATIONS
10' - FIN. FLOOR
20' - FIN. FLOOR
30' - FIN. FLOOR

EXHIBIT B

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 59° 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 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; 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 East, a distance of 45.00 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.

84724 P1737



EXHIBIT C

RECEIVED
LEGAL
11/13/85

GEE & JENSON
Engineers, Architects,
Planners, Inc.

2090 Palm Beach Lakes Blvd.
Dixie Ave. 4600
West Palm Beach, FL 33402
305/833-3301
Telex: 513472 G&J WFB

November 12, 1985

Arvida Corporation
P.O. Box 100
Boca Raton, FL 33432

Attn: Ms. Bea Williams

Re: Plantation Colony - Cluster "G"

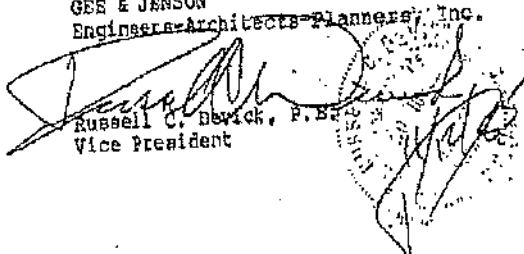
Gentlemen:

As a registered engineer in the State of Florida, to the best of my knowledge, information, and belief, it is my professional opinion that the water, wastewater, paving and drainage facilities for Plantation Colony - Cluster "G", based on field reviews under my responsible charge, have been constructed in material accordance with the approved construction plans, specifications and the Subdivision and Platting Regulations of Palm Beach County, Florida, in effect on the date of plan approval.

Attached are the record drawings for Paving, Drainage, Water & Wastewater for the above referenced project.

Respectfully submitted,

GEE & JENSON
Engineers-Architects-Planners, Inc.


Russell C. Devick, P.E.
Vice President

RCD/cjh
81-110.3
att.

84724 P113B

EXHIBIT D


MOZLEY COMPANY, INC.
Suite 1212 Rhodes-Haverty Building
134 Peachtree Street, Atlanta, Georgia
(404) 524-3835 30303

December 2, 1983

To Whom It May Concern:

Re: Plantation Colony at Boca West
Cluster G, Phase V

This letter is to certify that the landscaping in Cluster G,
Phase V of Plantation Colony has been substantially completed as
designed.


Alan D. James
Landscape Architect
P.O. Box 1102
Boca Raton, Florida
Mozley Company, Inc.

84724 P1139

EXHIBIT E

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 288.11 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 56.68 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 37.60 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 54.47 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°39'01" 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 121.75 feet; thence South 63°26'06" East, a distance of

B4724 P1740

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

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 90.52 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.

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

DATE: December 2, 1987

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

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unsatisfactory in this document
when received

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

84724 P1741

AMENDMENT TO DECLARATION OF CONDOMINIUM

FOR

PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM

As recorded in Official Records Book 4424, Page 1337, of the Public Records of Palm Beach County, Florida.

This Amendment to the Declaration of Condominium (the "Declaration") for Plantation Colony of Boca West, a Condominium (the "Condominium"), as recorded at Official Records Book 4424, Page 1337, of the Public Records of Palm Beach County, Florida, made by Arvida Corporation (the "Developer"), a Delaware corporation authorized to transact business in the State of Florida, for itself, its successors and assigns:

WITNESSETH THAT:

WHEREAS, The Declaration authorizes the Developer to amend the Declaration to correct omissions or errors in condominium documents as described in Article XI(F) without the joinder or consent of the Unit Owners or the Association; and

WHEREAS, Article II of the Declaration contains a scrivener's error with respect to the street address of the Condominium in Article II; and

WHEREAS, it is correctly stated elsewhere in the Declaration.

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

1. The address of the Condominium referenced in Article II of the Declaration shall be changed from "Rain Forest Drive" to "Rain Forest Road".

2. This Amendment constitutes an Amendment authorized and required by Article XI(F) of the Declaration and evidences and reflects that the street address of the Condominium has been corrected to reflect "Rain Forest Road". 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 Certificates attached hereto shall be incorporated by reference and made a part of, as fully as if set therein ab initio, the Declaration.

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 17th day of May, 1985.

ARVIDA CORPORATION

By Vernon P. Williams
Vice President

Attest Debra Williams
Assistant Secretary

Noted for: Gold Coast Title Co.
75 S. E. 3rd Street
Boca Raton, Florida 33432
Arvida - Ct

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

STATE OF FLORIDA

COUNTY OF PALM BEACH

SS.

The foregoing instrument was acknowledged before me this 17th day of May, 1988, by Vincent P. Donahue, Jr. and Beatrice C. Williams, as Vice President and Assistant Secretary, respectively, of Arvida Corporation, a Delaware corporation, on behalf of the corporation.



Larry J. Jany
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN. 3 1992
LOTTED TRIP GENERAL INSURANCE UND

B4550 P0202

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

AMENDMENT

TO PLANTATION COLONY OF BOCA WEST, A CONDOMINIUM
AS RECORDED IN OFFICIAL RECORDS BOOK 3861, PAGE 1
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

This Amendment to Declaration of Condominium to Plantation Colony of Boca West, a Condominium is made by Arvida Corporation, a Delaware corporation, as the Developer, 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 which was recorded in Official Record Book 3861 at Page 1 of the Public Records of Palm Beach County (the "Declaration"); and

WHEREAS, the Declaration authorizes the Developer to amend (prior to January 1, 1987) the Declaration to submit the "Phase V" property, as described in Article IV of the Declaration, to the condominium form of ownership and to expand the Condominium to include the Phase V property in addition to the Phase I property originally submitted to the condominium form of ownership in and by the Declaration and any additional phases added to the Condominium by amendments recorded prior hereto; and

WHEREAS, Section 718.104(4)(e) of the Florida Statutes (1983) permits complete units within each substantially completed building in a Phase to be conveyed to purchasers notwithstanding that other buildings in the Phase are not substantially completed; provided that all planned improvements serving such building, as set forth in the declaration, are first completed and that a Certificate of a surveyor, along with certifications from an architect and engineer, if appropriate, complying with the requirements of the Statute are recorded as amendments to the declaration; and

WHEREAS, the construction of a portion of Phase V property has been completed and the completed improvements have been surveyed by a Registered Florida Land Surveyor; and

WHEREAS, a Registered Florida Engineer and a Licensed Landscape Architect have examined the completed portion of Phase V and found that this portion is substantially completed with respect to landscaping and utility services as required by Section 718.104(4)(e); and

WHEREAS, the Developer wishes to convey completed units within the completed portion of Phase V to contract vendees.

Return to: Gold Coast Title Co.
75 S. E. 3rd Street
Boca Raton, Florida 33432
ARV.DA - 64

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

85 096964

1983 MAY -1 PM 1:00

8960
84533 P0012

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

1. Attached hereto and made a part hereof as Exhibit "A" is the Certificate of Michael G. Purmort & Associates, Inc., a Registered Florida Land Surveyor, dated MARCH 29, 1985 certifying that the construction of the planned improvements and common element facilities on that portion of Phase V described on Exhibit "B" attached hereto 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 that portion of Phase V described on Exhibit "B" can be determined therefrom; except, however, the certification does not address landscaping and utility facilities in that portion of Phase V.

2. Attached hereto and made a part hereof as Exhibit "C" is the Certificate of Gee & Jenson, Registered Florida Engineers certifying that all utility facilities serving that portion of Phase V described on Exhibit "B" are substantially completed.

3. Attached hereto and made a part hereof as Exhibit "D" is the Certificate of William Cox Architect, Licensed Landscape Architects, certifying that all landscaping serving that portion of Phase V described on Exhibit "B" is substantially completed.

4. This Amendment constitutes an Amendment authorized and required by Article IV of the Declaration and Section 718.104(4)(e) of the Florida Statutes and evidences and reflects that the Phase V property, as more particularly described on Exhibit "E" hereof, has been submitted to the condominium form of ownership and the Condominium has been expanded to include the Phase V 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.

5. 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.

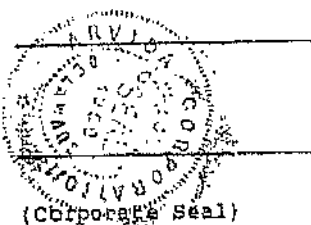
6. Upon recordation of this Amendment in the Public Records of Palm Beach County, Florida, the percentage of interest in the Common Expenses and Common Elements of the

Condominium appurtenant to each Unit in the Condominium shall be as set forth in Exhibit "B" to the Declaration; notwithstanding that the units in portions of Phase V not described in Exhibit "B" are incomplete.

7. Upon the completion of the improvements on those portions of Phase V not described in Exhibit "B", the Developer shall file an amendment to the Declaration with the certificate of surveyor required by Section 718.104(4)(e) of the Florida Statutes for the entire Phase V.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to Declaration of Condominium for 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 29th day of April, 1985.

Witnessed By:



ARVIDA CORPORATION,
a Delaware corporation

By [Signature]
Vice President

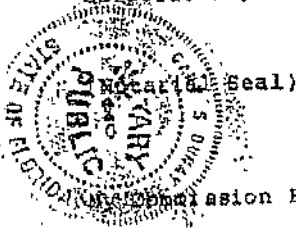
ATTEST:

[Signature]
Assistant Secretary

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 29th day of April, 1985, by Arvidas W. W. W. and [Signature] as the Vice President and Assistant

Secretary, respectively, of ARVIDA CORPORATION, a Delaware corporation, on behalf of the Corporation.



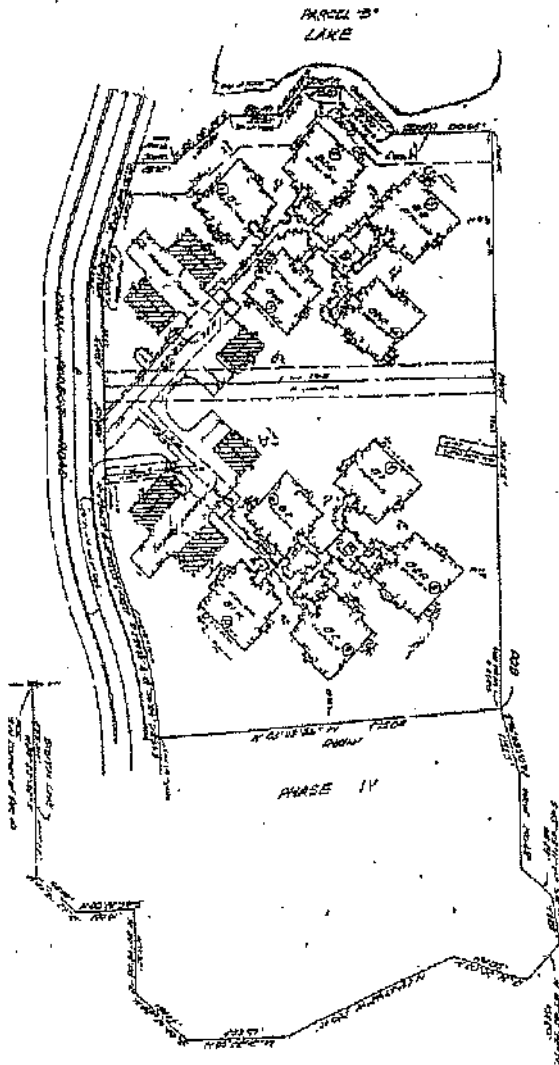
Gary L. James
NOTARY PUBLIC, State of
Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 3 1987
BONDED THRU GENERAL INSURANCE UND

04932 P0015

PLANTATION COLONY A CONDOMINIUM A PORTION OF PHASE V



SITE PLAN.

GRAPHIC SCALE
FOR MEASUREMENT

EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. FURMAN & ASSOCIATES INC.
LAND DEVELOPERS - PLANNERS
1000 N. WILSON ROAD, SUITE 100, WEST PALM BEACH, FLORIDA 33411
(407) 831-1000

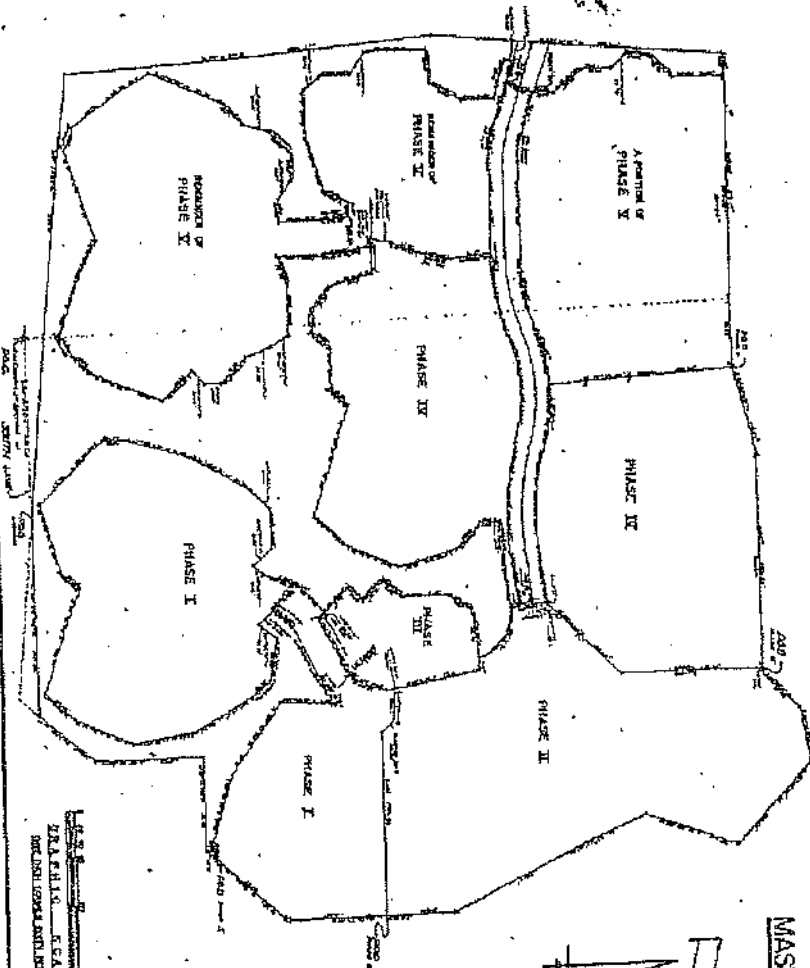
RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received

SHEET 6 OF 7

LT00D E3548

PLANTATION COLONY A CONDOMINIUM

MASTER PHASE PLAN



GRAPHIC SCALE
INCHES TO FEET

MICHAEL E. FURMAN & ASSOCIATES INC.

LAND SURVEYORS & PLANNERS

ONE MILLIKEN BLVD., SUITE 200, BOSTON, MASS. 02116

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM

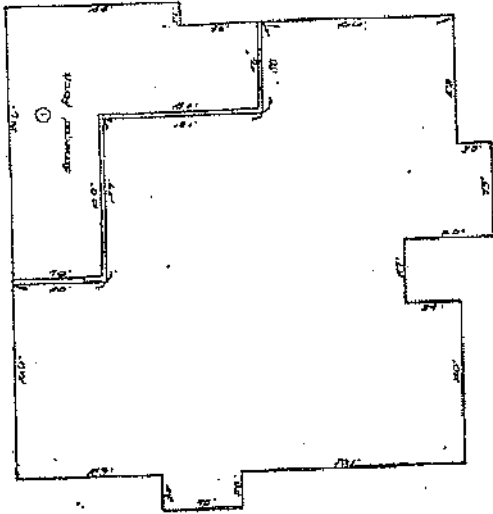
NO.	DATE	DESCRIPTION	BY	CHKD.
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4	10/1/77	REVISION	MEF	
5	10/1/77	REVISION	MEF	
6	10/1/77	REVISION	MEF	
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9	10/1/77	REVISION	MEF	
10	10/1/77	REVISION	MEF	

SHEET 1 OF 7

8100d E5548

84533 P0019

PLANTATION COLONY A CONDOMINIUM PHASE V



ELEVATIONS
FIN F.L.R. 100'-0"
FIN. CEILING 98'-0"

UNIT - A-1

TYPE 'A1'-FLOOR PLAN

BRAZILL SCALE
ONE INCH EQUALS SEVEN FEET

UNIT 144, UNITED COMMON ELEMENTS DEVELOPMENT, INC. BALCONY
UNIT 145, UNITED COMMON ELEMENTS DEVELOPMENT, INC. BALCONY
UNIT 146, UNITED COMMON ELEMENTS DEVELOPMENT, INC. BALCONY

SHEET 58 OF 82

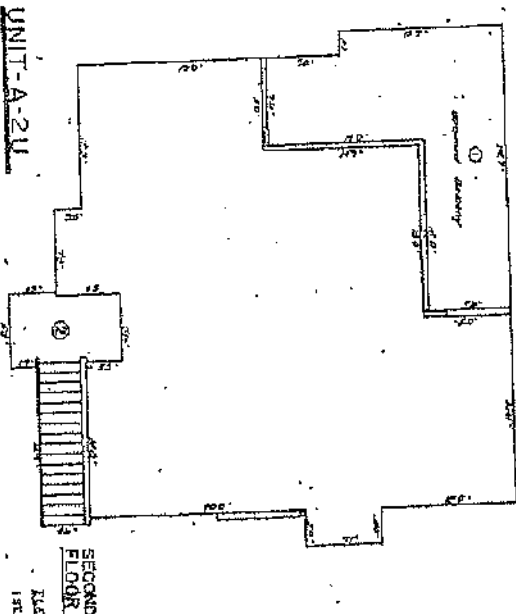
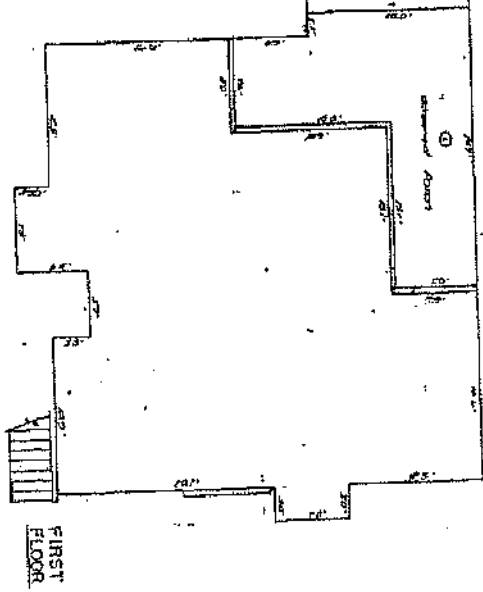
NO.	DESCRIPTION	DATE	BY	CHECKED	DATE	BY
1	DESIGNED	10/1/84	J. G. PUGH			
2	DRAWN	10/1/84	J. G. PUGH			
3	CHECKED	10/1/84	J. G. PUGH			
4	APPROVED	10/1/84	J. G. PUGH			

EXHIBIT 'C'
TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. PUGH & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
P.O. BOX 1000, SUITE 100, WILSON, N.C. 27157

PLANTATION COLONY A CONDOMINIUM PHASE V

B4533 P0020



② SERVICE LIFT TO COMMON ELEMENTS PORTION OF BUILDING
③ SERVICE LIFT TO COMMON ELEMENTS PORTION OF BUILDING
④ SERVICE LIFT TO COMMON ELEMENTS PORTION OF BUILDING

SCALE
1" = 10'-0"

TYPE 'B-2' - FLOOR PLAN

RICHARD G. FORBES & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

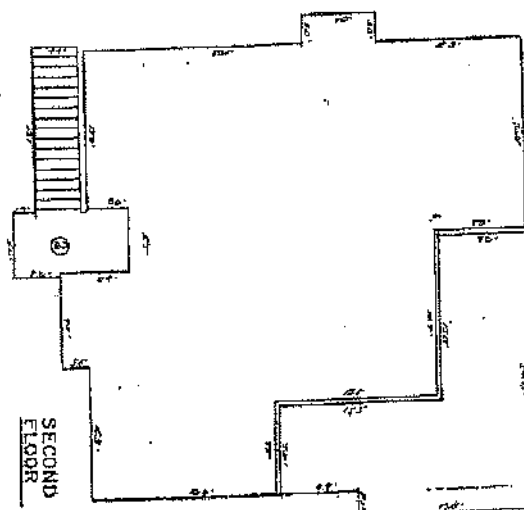
DATE OF PREPARATION: 10/1/88

DATE OF REVISION: 10/1/88

SHEET 59 OF 62

NO.	DATE	BY	REVISION
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2	10/1/88	RF	ISSUED FOR PERMIT
3	10/1/88	RF	ISSUED FOR PERMIT
4	10/1/88	RF	ISSUED FOR PERMIT
5	10/1/88	RF	ISSUED FOR PERMIT
6	10/1/88	RF	ISSUED FOR PERMIT
7	10/1/88	RF	ISSUED FOR PERMIT
8	10/1/88	RF	ISSUED FOR PERMIT
9	10/1/88	RF	ISSUED FOR PERMIT
10	10/1/88	RF	ISSUED FOR PERMIT

REF ID: A66533



UNIT-A-3U

SECOND
FLOOR

CLEVELAND	
155 - 154. F.S.	100%
156 - 151. C.S.	100%
2ND - 151. F.S.	100%
151 - 151. C.S.	100%

DEFENDING ATTORNEY CONAN C. ZIMMER, SOLICITOR GENERAL OF MASSACHUSETTS, REQUESTS THAT THE COURT SET ASIDE THE VERDICT AND GRANT A NEW TRIAL TO THE DEFENDANT. THE COURT SHOULD GRANT THE MOTION FOR A NEW TRIAL BECAUSE THE PROSECUTION'S CASE WAS WEAK AND THE DEFENDANT WAS CONVICTED ON THE BASIS OF A WEAK CASE.

SHEET 80 OF 82

EXHIBIT "C"

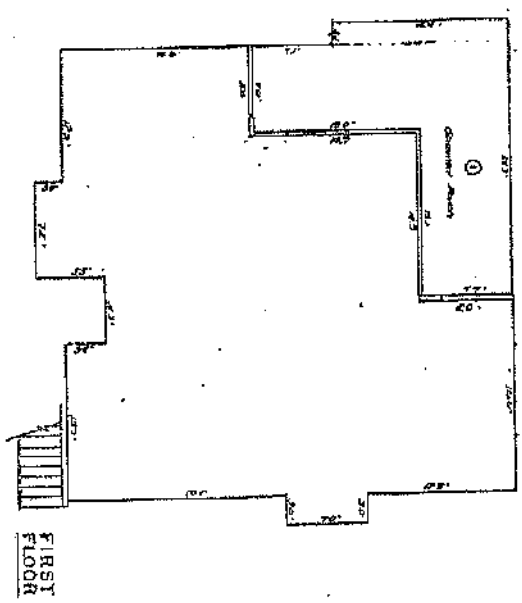
LABORATORY INVESTIGATION - FLASHING EFFECT

19 THE DECLARATIONS OF CONDOMINIUM

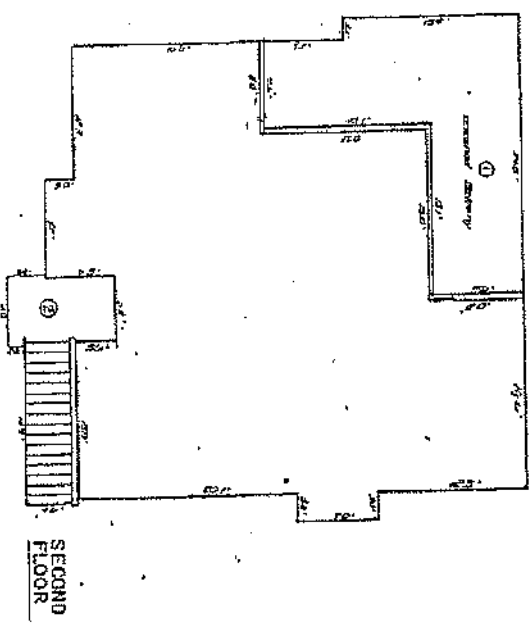
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84533 P0022

PLANTATION COLONY A CONDOMINIUM PHASE V



UNIT-A-4L



UNIT-A-4U

TYPE 'A-2' - FLOOR PLAN

TYPE 'A-2' - FLOOR PLAN

EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM

MICHAEL G. FIDMOR & ASSOCIATES INC.
1400 EAST 10TH AVE. SUITE 100
DENVER, CO 80202

EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM

SHEET 61 OF 82

NO.	DATE	BY	REVISION
1	10/1/82	MF	ISSUED FOR PERMIT
2	10/1/82	MF	REVISED PER COMMENTS
3	10/1/82	MF	REVISED PER COMMENTS
4	10/1/82	MF	REVISED PER COMMENTS
5	10/1/82	MF	REVISED PER COMMENTS
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9	10/1/82	MF	REVISED PER COMMENTS
10	10/1/82	MF	REVISED PER COMMENTS

[illegible]

① 6240724, UNITED STATES GOVERNMENT PRINTING OFFICE: 1977
② DESIGNER: UNITED STATES GOVERNMENT PRINTING OFFICE: 1977
③ DESIGNER: UNITED STATES GOVERNMENT PRINTING OFFICE: 1977

TYPE 'B' - FLOOR PLAN

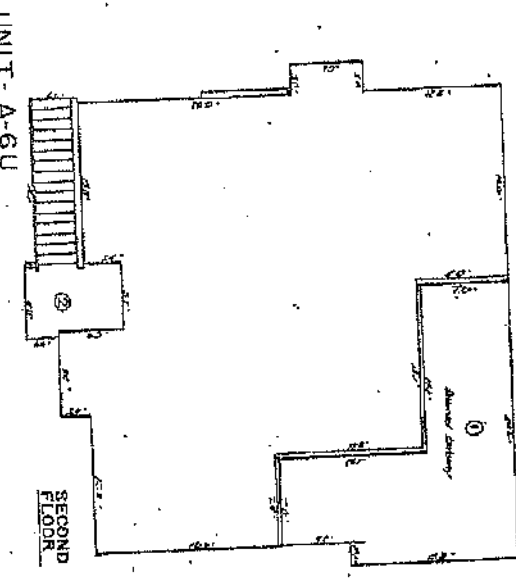
MICHAEL E. FORMOTT & ASSOCIATES INC.

14050 H. del. LACROIXE 1907, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588,

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

DATE	12/12/2023	TIME	12:00 PM	LOCATION	1234567890
NAME	JOHN DOE	AGE	35	SEX	M
ADDRESS	1234567890	CITY	NEW YORK	STATE	NY
ZIP	10001	PHONE	212-555-1234	EMAIL	john.doe@xyz.com
EMPLOYER	ABC COMPANY	POSITION	Software Engineer	START DATE	01/15/2020
EDUCATION	B.S. Computer Science	UNIVERSITY	XYZ University	GRADUATION YEAR	2015
SKILLS	Python, Java, JavaScript	LANGUAGES	English, Spanish	HOBBIES	Reading, Hiking
REFERENCES	John Smith, Manager, ABC Company	CONTACT	John Smith, 123 Main St, New York, NY 10001	PHONE	212-555-5678
NOTES	All information is accurate and up-to-date as of the date of entry.				

1



EL PASO
EST. 100189 P.O. BOX
4181 SAN ANTONIO
2ND. FLOOR FLA. 78222
616154 CEN. 9. 460221

UNIT - A-6U

① - GEORGE LIAISON DOMESTIC ELEMENT WORKING FROM NY PLANT
② - MONTELLIUM COUSIN OF FREDERICK STAFFORD & PARTNER
③ - DEBOTS BUREAU COMMERCE ELEMENT A.C. UNIT

EXHIBIT C

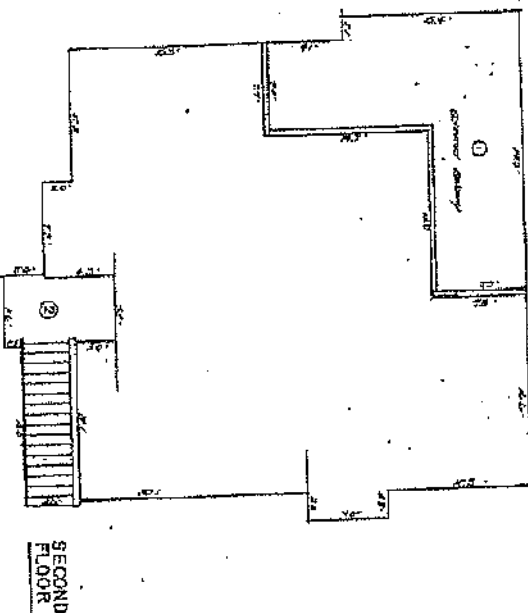
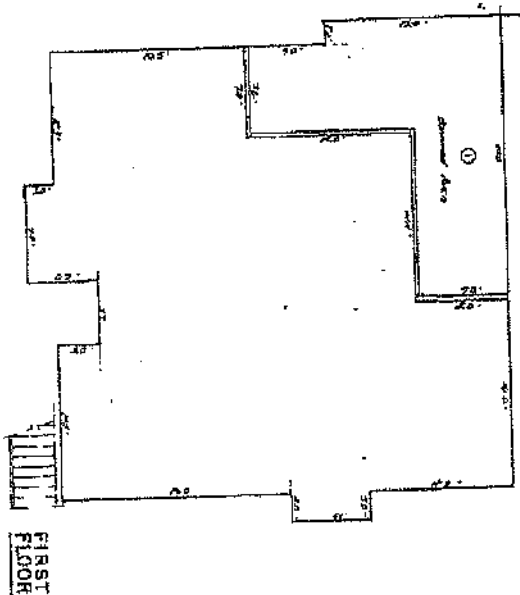
TO THE DECLARATION OF CONDOMINIUM

[illegible]

PLANTATION COLONY A CONDOMINIUM PHASE V



B4533 P002b



ELEVATIONS
1ST - ON ELEV.
2ND - ON ELEV.
3RD - ON ELEV.
4TH - ON ELEV.

UNIT - A-8L
TYPE 'A2'-FLOOR PLAN

UNIT - A-8U
TYPE 'A2'-FLOOR PLAN

MICHAEL & PURNELL & ASSOCIATES, INC.
LAND DEVELOPERS - PLANNERS

JOHN & WILLIAMSON ARCHITECTS, P.A. ARCHITECTS

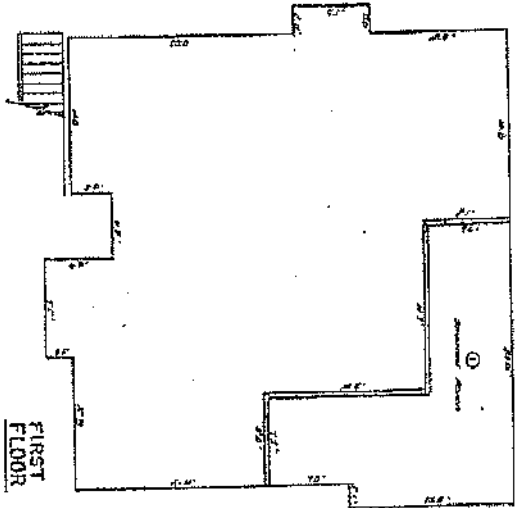
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 65 OF 82

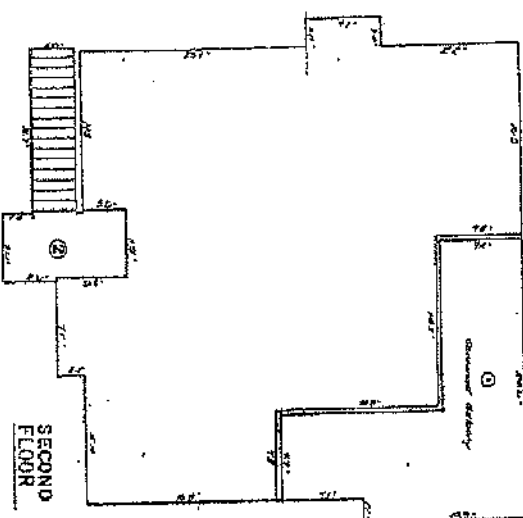
PLANTATION COLONY A CONDOMINIUM PHASE V



84533 P0027



UNIT - A-9L



UNIT - A-9U

GRAPHIC SCALE
ONE INCH = FOUR FEET

TYPE 'A-2' - FLOOR PLAN

2. UNITS LIMITED COMMON ELEMENTS ARE SHOWN IN DASHED LINES
3. UNITS LIMITED COMMON ELEMENTS ARE SHOWN IN DASHED LINES

MICHAEL G. PYRAMONT & ASSOCIATES INC.
LAND SERVICES - ST. LOUIS
1001 N. BROADWAY, SUITE 1000, ST. LOUIS, MO 63102
(314) 433-1200

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

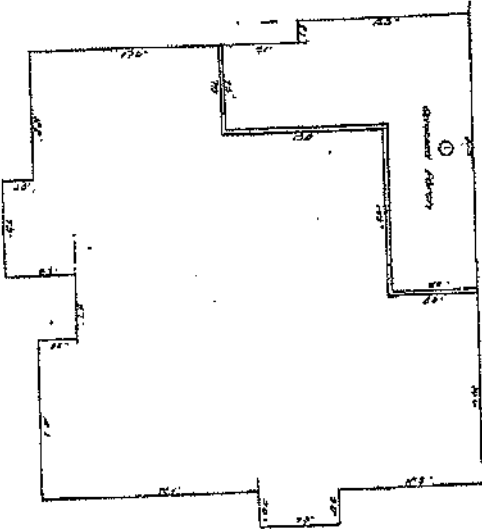
SHEET 66 OF 82

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	10/1/84	MM	MM
2	FOR RECORD	10/1/84	MM	MM
3	FOR RECORD	10/1/84	MM	MM
4	FOR RECORD	10/1/84	MM	MM
5	FOR RECORD	10/1/84	MM	MM
6	FOR RECORD	10/1/84	MM	MM
7	FOR RECORD	10/1/84	MM	MM
8	FOR RECORD	10/1/84	MM	MM
9	FOR RECORD	10/1/84	MM	MM
10	FOR RECORD	10/1/84	MM	MM

ELEVATIONS
1ST - FIN FLS. 10'-0"
2ND - FIN FLS. 11'-0"
3RD - FIN FLS. 12'-0"
4TH - FIN FLS. 13'-0"
5TH - FIN FLS. 14'-0"
6TH - FIN FLS. 15'-0"
7TH - FIN FLS. 16'-0"
8TH - FIN FLS. 17'-0"
9TH - FIN FLS. 18'-0"
10TH - FIN FLS. 19'-0"

04533 P0028

PLANTATION COLONY A CONDOMINIUM PHASE V



UNIT-A-10

TYPE 'A10' - FLOOR PLAN

GRAPHIC SCALE
1" = 10'-0"

ELEVATIONS
FIN. F.L.
FIN. C.E.L.

REMARKS: UNIT'S ELEVATION AT FRONT ENTRANCE/DOOR ON FLOOR
AS SHOWN ON THESE ELEVATIONS SHALL BE USED
EXCEPT WHERE SHOWN OTHERWISE ON UNIT

MICHAEL G. EVENDY & ASSOCIATES INC.
LAND DEVELOPMENT - PLANNERS
1000 N. MILWAUKEE BLVD., SUITE 200, MILWAUKEE, WISCONSIN 53233
(414) 441-1100

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

SHEET 67 OF 92

NO.	DATE	DESCRIPTION	BY	CHECKED
1	10/1/92	ISSUED FOR REVIEW	MEG	MEG
2	10/1/92	REVISED	MEG	MEG
3	10/1/92	REVISED	MEG	MEG
4	10/1/92	REVISED	MEG	MEG
5	10/1/92	REVISED	MEG	MEG
6	10/1/92	REVISED	MEG	MEG
7	10/1/92	REVISED	MEG	MEG
8	10/1/92	REVISED	MEG	MEG
9	10/1/92	REVISED	MEG	MEG
10	10/1/92	REVISED	MEG	MEG
11	10/1/92	REVISED	MEG	MEG
12	10/1/92	REVISED	MEG	MEG
13	10/1/92	REVISED	MEG	MEG
14	10/1/92	REVISED	MEG	MEG
15	10/1/92	REVISED	MEG	MEG
16	10/1/92	REVISED	MEG	MEG
17	10/1/92	REVISED	MEG	MEG
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19	10/1/92	REVISED	MEG	MEG
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32	10/1/92	REVISED	MEG	MEG
33	10/1/92	REVISED	MEG	MEG
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35	10/1/92	REVISED	MEG	MEG
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37	10/1/92	REVISED	MEG	MEG
38	10/1/92	REVISED	MEG	MEG
39	10/1/92	REVISED	MEG	MEG
40	10/1/92	REVISED	MEG	MEG
41	10/1/92	REVISED	MEG	MEG
42	10/1/92	REVISED	MEG	MEG
43	10/1/92	REVISED	MEG	MEG
44	10/1/92	REVISED	MEG	MEG
45	10/1/92	REVISED	MEG	MEG
46	10/1/92	REVISED	MEG	MEG
47	10/1/92	REVISED	MEG	MEG
48	10/1/92	REVISED	MEG	MEG
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62	10/1/92	REVISED	MEG	MEG
63	10/1/92	REVISED	MEG	MEG
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68	10/1/92	REVISED	MEG	MEG
69	10/1/92	REVISED	MEG	MEG
70	10/1/92	REVISED	MEG	MEG
71	10/1/92	REVISED	MEG	MEG
72	10/1/92	REVISED	MEG	MEG
73	10/1/92	REVISED	MEG	MEG
74	10/1/92	REVISED	MEG	MEG
75	10/1/92	REVISED	MEG	MEG
76	10/1/92	REVISED	MEG	MEG
77	10/1/92	REVISED	MEG	MEG
78	10/1/92	REVISED	MEG	MEG
79	10/1/92	REVISED	MEG	MEG
80	10/1/92	REVISED	MEG	MEG
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84	10/1/92	REVISED	MEG	MEG
85	10/1/92	REVISED	MEG	MEG
86	10/1/92	REVISED	MEG	MEG
87	10/1/92	REVISED	MEG	MEG
88	10/1/92	REVISED	MEG	MEG
89	10/1/92	REVISED	MEG	MEG
90	10/1/92	REVISED	MEG	MEG
91	10/1/92	REVISED	MEG	MEG
92	10/1/92	REVISED	MEG	MEG

EXHIBIT B

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 54.23 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 Southerly 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.

B4533 P0029



EXHIBIT C

GEE & JENSON
Engineers, Architects,
Planners, Inc.

2090 Palm Beach Lakes Blvd.
Drawer No. 4500
West Palm Beach, FL 33402
JDS:683-3304
Tele: 513472 GBJ/WFB

April 22, 1985

Arvida Corporation
P.O. Box 100
Boca Raton, FL 33432

Attn: Mr. David Sowder

Re: Plantation Colony - Cluster "A"

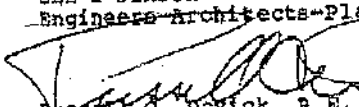
Gentlemen:

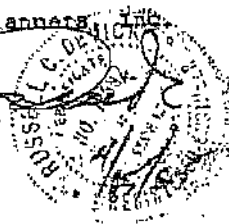
As a registered engineer in the State of Florida, to the best of my knowledge, information, and belief, it is my professional opinion that the water, wastewater, paving and drainage facilities for Plantation Colony - Cluster "A", based on field reviews under my responsible charge, have been constructed in material accordance with the approved construction plans, specifications and the Subdivision and Platting Regulations of Palm Beach County, Florida, in effect on the date of plan approval.

Attached are the record drawings for Paving, Drainage, Water & Wastewater for the above referenced project.

Respectfully submitted,

GEE & JENSON
Engineers-Architects-Planners, Inc.


Russell C. Devick, P.E.
Vice President



RCD/cjh
81-110.3

84533 P0030

EXHIBIT D

WILLIAM COX ARCHITECT
4021 ponte de leon boulevard coral gables Florida 33146 • 6618525

April 25, 1985

David Sowder
Arvida Corporation
P O Box 100
Boca Raton, Florida 33432

RE: Plantation Colony Landscape
Walk thru - Cluster A (a portion
of Phase V)
April 24, 1985

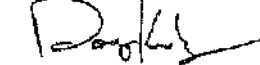
Dear David:

The walk thru at Plantation Colony showed all plant
materials and quantities to be in adherence with the
plans for Cluster A.

The landscape installation was found to be satisfactory.

Should you have any questions, please contact me.

Sincerely,



Doug Kulig
For the Firm



10031 P0031

EXHIBIT E

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 75°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 45.95 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 235.23 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 42.09 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 - 53°07'48" West, a distance of 26.00 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 35°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 121.78 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 79.05 feet; thence North 63°26'06" East, a distance of 22.35 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 60.48 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 25.05 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 45.12 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 46.91 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.

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

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