

GOVERNING DOCS REPORT

File No.: TSO25-13881OE

Law Office of J.M. Cunha, P.A.
Attn: Charissa Yoder
601 Heritage Dr., Suite 424
Jupiter, FL 33458

Pursuant to your request, the Company has caused a search to be made of the Public Records of Palm Beach County, Florida, solely for the purpose of obtaining recorded association documents affecting the subject property, said search reveals the following governing documents for the below described association.

1. The Association covered by this Report is:

Lake Clarke Gardens Condominium, Inc.

3. The following governing documents affecting the land covered by this report appear of record:

Declaration of Condominiums as recorded in Official Records Book 1462, Page 372; Official Records Book 1530, Page 167; Official Records Book 1632, Page 1201; Official Records Book 1646, Page 663; Official Records Book 1657, Page 193; Official Records Book 1674, Page 336; Official Records Book 1697, Page 1201; Official Records Book 1712, Page 93; Official Records Book 1726, Page 401; Official Records Book 1739, Page 1733; Official Records Book 1761, Page 1201; Official Records Book 1772, Page 1573; Official Records Book 1786, Page 583; Official Records Book 1799, Page 1511; Official Records Book 1818, Page 128; Official Records Book 1833, Page 1309; Official Records Book 1856, Page 1872 and re-recorded in Official Records Book 1863, Page 509; Official Records Book 1877, Page 640; Official Records Book 1896, Page 1881; Official Records Book 1920, Page 874; Official Records Book 1936, Page 1321 and re-recorded in Official Records Book 1969, Page 854; Official Records Book 1978, Page 522; Official Records Book 2008, Page 1516 and in Official Records Book 2056, Page 1, said declarations as modified in Official Records Book 1729, Page 313 and re-recorded in Official Records Book 1730, Page 716; Official Records Book 3079, Page 1856; Official Records Book 3079, Page 1861; Official Records Book 3490, Page 334; Official Records Book 3622, Page 625; Official Records Book 4201, Page 1115; Official Records Book 4476, Page 1032; Official Records Book 4476, Page 1035; Official Records Book 4835, Page 887; Official Records Book 5993, Page 1698; Official Records Book 7231, Page 888; Official Records Book 10288, Page 323; Official Records Book 11604, Page 884; Official Records Book 15111, Page 1266; Official Records Book 21607, Page 1758; Official Records Book 25131, Page 926; Official Records Book 28181, Page 551; Official Records Book 28756, Page 1646; Official Records Book 28926, Page 1363; Official Records Book 29689, Page 838 and in Official Records Book 31462, Page 1826.

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Network Transaction Solutions

By: *Adam Helling*
Adam Helling

May 6, 2025

1970

DECLARATION OF CONDOMINIUM

1

SUBMISSION STATEMENT

The undersigned, being the owner of record of the fee simple title to the following described real property, situate, lying and being in Palm Beach County, Florida, to-wit:

LOT TEN (10) in LAKE CLARKE GARDENS, according to the Plat thereof, recorded in Plat Book 28 at Page 110, of the Public Records of Palm Beach County, Florida;

TOGETHER with an Easement in common for private road purposes for ingress and egress, and for drainage and utility services over, upon, under and across TRACT "C" of the aforescribed Plat of Lake Clarke Gardens;

TOGETHER with equipment, furnishings and fixtures therein contained, not personally owned by unit owners;

hereby states and declares that said realty, together with the improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, F. S. 711 Et Seq. (hereinafter referred to as the "Condominium Act"), and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration of Condominium.

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DEC 14 4 34 PM '66

HOWARD GREEN FIELD
2981 FLA-MAN60 RD.
L.W.

58.31

Definitions: - As used in this Declaration of Condominium and By-Laws attached hereto, and all Amendments thereto, unless the context otherwise requires, the following definitions shall prevail:-

A. Declaration, or Declaration of Condominium, or Enabling Declaration, means this instrument, as it may be from time to time amended.

B. Association or Corporation, means LAKE CLARKE GARDENS CONDOMINIUM, INC., a Non-profit Corporation, being the entity responsible for the operation of the Condominium.

C. By-Laws, means the By-Laws of LAKE CLARKE GARDENS CONDOMINIUM, INC., a Non-profit Corporation, as they exist from time to time.

D. Common Elements, means the portions of the Condominium property not included in the Units.

E. Limited Common Elements means and includes those common elements which are reserved for the use of certain units, to the exclusion of all other units.

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

G. Condominium Act, means and refers to the Condominium Act of the State of Florida (F. S. 711 Et Seq.), as same may be amended from time to time.

H. Common Expenses means the expenses for which the unit owners are liable to the Association.

I. Common Surplus means the excess of all receipts of the Association from this Condominium, including but not limited to assessments, rent, profits and revenues on account of the common elements of this Condominium, over the amount of common expenses of this Condominium.

J. Condominium Property means and includes the land in a Condominium, whether or not contiguous, and all improvements thereof, and all easements and rights thereto, intended for use in connection with the Condominium.

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

L. Condominium Parcel means a unit, together with the undivided share in the common elements, which is appurtenant to the Unit.

M. Condominium Unit, or Unit, means a part of the Condominium property which is to be subject to private ownership.

N. Unit Owner, or Owner of a Unit, or Parcel Owner, means the owner of a Condominium parcel.

O. Developer means FLA-MANGO, INC., a Florida Corporation, its successors or assigns.

P. Institutional Mortgagee means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund, authorized to do business in the State of Florida, or an Agency of the United States Government. The mortgage may be placed through a Mortgage or Title Company.

Q. Occupant means the person or persons, other than the Unit Owner, in possession of a Unit.

R. Condominium Documents means this Declaration, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time.

S. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Section 3 of the Condominium Act.

T. Long-Term Lease means and refers to the interest of the Association in and to the recreational area and facilities.

II.

NAME

The name by which this Condominium is to be identified is:-

NO. 10 LAKE CLARKE GARDENS CONDOMINIUM.

III.

IDENTIFICATION OF UNITS

The Condominium property consists essentially of 36 units in all and for the purpose of identification, all units in the building located on said condominium property are given identifying numbers and delineated on the Survey Exhibits, collectively identified as "Exhibit No. 1", attached hereto and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the parcel. The said Exhibit No. 1 also contains a survey of the land, graphic description of the improvements in which the units are located, and a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, as evidenced by the Certificate of the Registered Land Surveyor hereto attached. The legend and notes contained within said Exhibit are incorporated herein and made a part hereof by reference.

The aforesaid building was constructed substantially in accordance with the Plans and Specifications prepared by Emily and Harold Obst, AIA, under Plan No. 6855 dated September, 1965, copies of which Plans and Specifications shall be filed with the Association, and as a depository for the safekeeping of said Plans and Specifications, with Hollywood Federal Savings and Loan Association, and First National Bank of Hollywood.

IV

OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the Condominium shall own an undivided interest in the common elements and limited common elements, and the undivided interest, stated as percentages of such ownership in the said common elements and limited common elements, is set forth on Exhibit A which is annexed to this Declaration and made a part hereof.

The fee title to each condominium parcel shall include both the Condominium unit and the above respective undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the condominium unit. Any attempt to separate the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void. The term "common elements",

when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically requires.

V.

VOTING RIGHTS

There shall be one person, with respect to each unit ownership, who shall be entitled to vote at any meeting of the unit owners - such person shall be known (and is hereinafter referred to) as a Voting Member. If a unit is owned by more than one person, the owners of said unit shall designate one of them as the Voting Member, or in the case of a Corporate unit owner, an officer or an employee thereof shall be the Voting Member. The designation of the Voting Member shall be made, as provided by and subject to, the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of units in the Condominium and each Condominium unit shall have no more and no less than one equal vote in the Association. If one individual owns two Condominium parcels, he shall have two votes. The vote of a Condominium unit is not divisible.

VI.

COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Condominium, including the obligation of each unit owner under the Long-Term Lease, as set forth in Paragraph XVII herein, shall be shared by the unit owners, as specified and set forth in Exhibit A attached hereto. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their location, or the building square footage included in each Condominium unit.

Any common surplus of the Condominium shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements, - common surplus being the excess of all receipts of the Association from this Condominium, including but not limited to assessments, rents, profits and revenues on account of the common elements of this Condominium, over the amount of common expenses of this Condominium.

VII.

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members, casting not less than three-fourths (3/4ths) of the total vote of the members of the Association.

All Amendments shall be recorded and certified as required by the Condominium Act. No Amendment shall change any Condominium parcel nor a Condominium unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof, and all record owners of mortgages thereon, or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages, or impair or prejudice the security and rights of the Lessor's interest under the Long-Term Lease. No Amendment shall change the provisions of this Declaration with respect to Institutional Mortgagees or the Lessor under the Long-Term Lease, without the written approval of all Institutional Mortgagees of record and the Lessor under the Long-Term Lease; nor shall the provisions of Article XII of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

Notwithstanding the foregoing, the Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundar-

ies of the common elements, except the party wall between any condominium units, without Amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by an Amendment of this Declaration, with a Survey attached, reflecting such authorized alteration of units, and said Amendment need only be executed and acknowledged by the Developer and any holders of institutional mortgages encumbering said altered units. The Survey shall be certified in the manner required by the Condominium Act. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned, together with apportioning the common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus, shall be duly noted in the Amendment of the Declaration. The rent under the Long-Term Lease shall be apportioned by the Developer, with the Lessor's written approval, and same shall be reflected in the Amendment to Declaration.

VIII

BY-LAWS

The operation of the Condominium property shall be governed by By-Laws, which are set forth in a document entitled "By-Laws of LAKE CLARKE GARDENS CONDOMINIUM, INC., a Florida non-profit Corporation, which is annexed to this Declaration, marked "Exhibit No. 2", and made a part hereof.

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel(s), or the Long-Term Lease, or which would change the provisions of the By-Laws with respect to Institutional Mortgagees or the Lessor under the Long-Term Lease, without the written approval of all Institutional Mortgagees of record or the Lessor under the Long-Term Lease.

IX

THE OPERATING ENTITY

The name of the Association responsible for the operation of the Condominium is set forth in Article VIII hereinabove; said Corporation is a non-profit Florida Corporation, organized and existing pursuant to the Condominium Act. The said Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association, and its Articles of Incorporation, copy of which Articles of Incorporation are attached hereto and marked Exhibit No. 3, and made a part hereof, and Amendment to Articles of Incorporation, copy of which is attached hereto, marked Exhibit No. 3-A, and made a part hereof.

Every owner of a Condominium parcel, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws of said Association, the Articles of Incorporation of the Association, and by the provisions of this Declaration.

X

ASSESSMENTS

The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other assessments as are specifically provided for in this Declaration and the By-Laws attached hereto. The procedure for the determination of such assessments shall be as set forth in the By-Laws of the Association.

The common expenses shall be assessed against each Condominium parcel owner as provided for in Article VI of this Declaration.

Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of ten percent (10%) per annum from due date until paid.

The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, against the unit owner of such condominium parcel, together with a lien on all tangible personal property located within said unit, except that such lien upon aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of a unit owner in payment of his obligation under the Long-Term Lease. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if, in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel, and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

Where the mortgagee of an institutional first mortgage of record, or other purchaser of a condominium unit obtains title to a condominium parcel as a result of foreclosure of the institutional first mortgage, or when an institutional first mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, or where the Lessor under the Long-Term Lease obtains title as a result of foreclosure of the lien under said Lease or accepts a deed to a condominium parcel in lieu of such foreclosure, or other purchaser obtains title to a condominium parcel as a result of foreclosure of the aforesaid Lessor's lien, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in a unit, except through foreclosure of an institutional first mortgage of record, or of the Lessor's lien under the Long-Term Lease (or deed in lieu thereof), as specifically provided in the paragraph immediately preceding, including without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owner have been paid.

The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any unit owner or group of unit owners, or to any third party.

XI

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER
ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. SALE OR RENTAL OF UNITS - Association to Have First
Right of Refusal

In the event any unit owner wishes to sell, rent or lease his unit, the Association shall have the option to purchase, rent or lease said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Should a unit owner wish to sell, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before making or accepting any offer to purchase, sell or lease or rent his Condominium parcel, deliver to the Board of Directors of the Association, a written notice containing the terms of the offer he has received or which he wishes to accept, or proposes to make, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, and two bank references, and three individual references - local, if possible, and such other information (to be requested within five days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

The Board of Directors of the Association, within ten days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit, (or mailed to the place designated by the unit owner in his notice), designate the Association, one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase, lease or rent upon the said terms as those specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. However, it shall require the unanimous vote of the Board of Directors in order to object for good cause. The Association shall not unreasonably withhold its consent to any prospective sale, rental or lease.

The stated designee of the Board of Directors shall have fourteen days from the date of the notice sent by the Board of Directors, to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s), or failure of such person(s) to make such offer within said fourteen day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest, pursuant thereto, to the prospective purchaser or tenant named therein, within ninety days after his notice was given.

The consent of the Board of Directors of the Association shall be in recordable form, signed by two Officers of the Association, and shall be delivered to the purchaser or lessee. Should the Association fail to act, as herein set forth and within the time provided herein, the Association shall, nevertheless, thereafter prepare and deliver its written approval in recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors, as herein set forth.

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The sub-leasing or sub-renting of said unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Board of Directors shall have the right to require that a substantially uniform form of Lease or Sub-Lease be used, or in the alternative, the Board of Directors' approval of the Lease or Sub-Lease form to be used shall be required. After approval, as herein set forth, entire units may be rented, provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

B. MORTGAGE AND OTHER ALIENATION OF UNITS.

1. A unit owner may not mortgage his unit nor any interest therein, without the approval of the Association, except as to an institutional mortgagee, as hereinbefore defined. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association, and said approval, if granted, shall be in recordable form, executed by two officers of the Association.

2. No judicial sale of a unit nor any interest therein, shall be valid, unless:

(a) The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two officers of the Association and delivered to the purchaser; or,

(b) The sale is a result of a public sale with open bidding.

3. Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration, shall be void, unless subsequently approved by the Board of Directors, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

4. The foregoing provisions of this Article XI shall not apply to transfers by a unit owner to any member of his immediate family (viz: spouse, children or parents). The phrase "sell, rent or lease", in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale. In the event a unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children or parents, or if some other person is designated by decedent's legal representative to receive the ownership of the condominium unit, or if under the laws of descent and distribution of the State of Florida, the condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association shall, within thirty (30) days of proper evidence or rightful designation served upon the President or any other Officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owner of the condominium parcel. If the Board of Directors of the Association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this Enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, to purchase or to furnish a purchaser for cash, the said condominium parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such condominium parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, upon ten (10) days notice, on Petition of any party in interest. The expense of appraisal shall be paid by the

said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel; or, such person or persons, or the legal representative of the deceased owner, may sell the said condominium parcel, but such sale shall be subject in all other respects to the provisions of this Enabling Declaration and the By-Laws of the Association.

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sublet said interest, as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration and the By-Laws of the Association, as well as the provisions of the Condominium Act.

6. Special Provisions re Sale, Leasing, Mortgaging or Other Alienation by certain Mortgagees and Developer, and the Lessor under the Long-Term Lease:-

(a) An institutional first mortgagee holding a mortgage on a condominium parcel, or the Lessor under the Long-Term Lease, upon becoming the owner of the said condominium parcel, through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an institutional first mortgage or the lien under the Long-Term Lease, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, without prior offer to the Board of Directors of the Association. The provisions of Sections A. and B., Nos. 1. - 5., of this Article XI, shall be inapplicable to such institutional first mortgagee or the Lessor under the Long-Term Lease, or acquirer of title, as above described in this paragraph.

(b) The provisions of Sections A. and B., Nos. 1. - 5., of this Article XI, shall be inapplicable to the Developer. The said Developer is irrevocably empowered to sell, lease, rent, and/or mortgage condominium parcels or units, and portions thereof, to any purchaser, lessee or mortgagee approved by it, and the Developer shall have the right to transact any business necessary to consummate sales or rentals of units, or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements, and to show units. The sales office(s)' signs, and all items pertaining to sales, shall not be considered common elements, and shall remain the property of the Developer. In the event there are unsold parcels, the Developer retains the right to be the owner of said unsold parcels under the same terms and conditions as all other parcel owners in said Condominium, and said Developer, as parcel owner, shall contribute to the common expenses in the same manner as other parcel owners, as provided for in this Declaration.

(c) The provisions of this Article XI shall be operative until the 15th day of November 1987, and shall be automatically extended for successive periods of twenty-one (21) years, unless an Amendment to this Declaration, signed by a majority of the then unit owners has been recorded, amending this Declaration so as to delete the provisions of this Article XI.

XII

INSURANCE PROVISIONS

LIABILITY INSURANCE:

A. The Board of Directors of the Association shall obtain Public Liability and Property Damage Insurance covering all of the common elements of the Condominium, and insuring the Association, and the common owners as

its and their interest appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000 / \$300,000 / \$10,000. Said insurance shall include but not limit the same to water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All Liability Insurance shall contain Cross-Liability Endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. CASUALTY INSURANCE

1. Purchase of Insurance: The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a Company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said Insurance, shall be paid by the Association and charged as a common expense. The Company or Companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible Companies, authorized to do business in the State of Florida. The institutional first mortgagee owning and holding the first recorded mortgage encumbering a Condominium unit, shall have the right, for so long as it owns and holds any mortgage encumbering a Condominium unit, to approve the Policies and the Company or Companies who are the Insurers under the Insurance placed by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint the Insurance Trustee. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the Condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

2. Loss Payable Provisions - Insurance Trustee: All Policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their mortgagees, as their interests may appear. Such Policies shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the Policies and any proceeds thereof will be held in accordance with the terms hereof. Said Policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the First National Bank of Hollywood, Hollywood, Florida, - - - - - as Trustee, or to any other Bank in Florida with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of Policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the Policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:-

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

(b) Condominium Units: Proceeds on account of condominium units shall be in the following undivided shares:-

(1) Partial Destruction - when units are to be repaired

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and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(2) Total Destruction of Condominium improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article - for the owners of all Condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

(c) Mortgagees. In the event a Mortgagee Endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

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

(a) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated.

(c) Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association as to the names of the unit owners and their respective shares of the distribution, approved in writing by an Attorney authorized to practice law in the State of Florida, a Title Insurance Company or Abstract Company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association forthwith shall deliver such Certificate.

4. Loss Within a Single Unit: If loss shall occur within a single unit or units, without damage to the common elements, the insurance proceeds shall be distributed to the beneficial unit owner(s), remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be

fully responsible for the restoration of the unit.

5. Loss Less Than "Very Substantial": Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial": -

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

(b) If the damage or loss is limited to the common elements, with no, or minimum damage or loss to any individual units, and if such damage or loss to the common elements is less than \$3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual units encumbered by the institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the Condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the Certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the Payee and the amount to be paid from said proceeds. All Payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee, and execute any Affidavit required by law or by the Association, the aforesaid institutional first mortgagee, and Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforescribed, shall have the right to require the Association to obtain a Completion, Performance and Payment Bond in an amount and with a Bonding Company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

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

(e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors find that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency

against all of the unit owners in proportion to the unit owners' shares in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by the Trustee to the proceeds available for the repair and restoration of the property.

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

6. "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4ths) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more, of the total amount of insurance coverage (placed as per Article XII B.1.) becomes payable. Should such "very substantial" damage occur, then:-

(a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) The provisions of Article XII B.5.(f), shall not be applicable to any Institutional First Mortgagee, who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible, the net amount of insurance proceeds available for restoration and repair.

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

(1) If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to Institutional First Mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium property shall be restored and repaired, unless two-thirds (2/3rds) of the unit owners of this Condominium shall vote to abandon the Condominium project, in which case the Condominium property shall be removed from the provisions of the law, in accordance with Section 16 of the Condominium Act.

(2) If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to Institutional First Mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if a majority of the unit owners of this Condominium vote against such special assessment and to abandon the Condominium project, then it shall be so abandoned, and the property removed from the provisions of the law in accordance with Section 16 of the Condominium Act. In the event a majority of the unit owners of this Condominium vote in favor of the special assessment, the Association shall immediately levy such special assessment, and, thereupon, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph - - - -

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5. (c) and (d) above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in Paragraph 5. (c) above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

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

7. Surplus: It shall be presumed that the first moneys disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated.

8. Certificate: The Insurance Trustee may rely upon a Certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such Certificate.

9. Plans and Specifications: Any repair and restoration must be substantially in accordance with the Plans and Specifications for the original building, or as the building was last constructed, or according to the Plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

10. Association's Power to Compromise Claim: The Association is hereby irrevocably appointed Agent for each unit owner, for the purpose of compromising and settling claims arising under Insurance Policies purchased by the Association, and to execute and deliver Releases therefor, upon the payment of claims.

C. WORKMEN'S COMPENSATION POLICY to Meet The Requirements of Law.

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

E. Each individual unit owner shall be responsible for purchasing, at his own expense, Liability Insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and Living Expense Insurance, but all such Insurance must be obtained from an Insurance Company from which the Association obtains coverage against the same risk, liability or peril, if the Association has such coverage, and such Insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in Paragraph F. hereafter.

F. If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain Policies which provide that the Insurer waives its right of subrogation as to any claims against unit owners, the Association, and their respective servants, agents and guests.

XIII

USE AND OCCUPANCY

The owner of a unit shall occupy and use his apartment unit as a single family private dwelling, for himself and the adult members of his family, and his social guests, and for no other purpose. No children under fifteen (15) - years of age shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for a period not to exceed thirty (30) days in any calendar year, which period shall not be cumulative.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the Condominium property.

No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium, except with the written consent of the Board of Directors and thereafter, under the Rules and Regulations adopted by the Board; provided that they are not kept, bred or maintained for any commercial purpose and, further provided that such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions, upon three (3) days' written notice from the Board of Directors.

The unit owner shall not cause anything to be hung, displayed or placed on the exterior walls, doors or windows of the building, without the prior written consent of the Board of Directors of the Association. No clothes line or similar device shall be allowed on any portion of the Condominium property by any person, firm or corporation, without the written consent of the Board of Directors.

No person shall use the common elements or any part thereof, or a condominium unit, or the condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time may be promulgated by the Association.

The initial Rules and Regulations are captioned "Building Rules and Regulations", and are as set forth in the By-Laws of the Association, which are annexed hereto as Exhibit No. 2. The said Building Rules and Regulations shall be deemed effective until amended, as provided in the By-Laws.

XIV

MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a Contract with any firm, person or corporation, or may join with other Condominium Associations, in contracting for the maintenance and repair of the Condominium property(s), and may contract for or may join with other Condominium Associations in contracting for the management of the Condominium property(s); and may delegate to the Contractor or Manager, all the powers and duties of the Association, except such as are specifically required by this Declaration or by the By-Laws to have the approval of the Board of Directors or the membership of the Association. The Contractor or Manager may be authorized to determine the Budget, make assessments for common expenses, and collect assessments, as provided in this Declaration and By-Laws, subject always to the supervision and right of approval of the Board of Directors.

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B. There shall be no material alterations or substantial additions to the common elements or limited common elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of Voting Members casting not less than seventy-five percent (75%) of the total votes of the members of the Association present at any regular or special meeting of the unit owners called for that purpose; provided the aforesaid alterations or additions do not prejudice the right of any unit owner, unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alterations or additions as aforescribed are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and ratified by not less than seventy-five percent (75%) of the total votes of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten or less, the approval of all but one shall be required.

C. Each unit owner agrees as follows:

1. To maintain in good condition and repair, his unit and all interior surfaces within or surrounding his unit (such as the surfaces of the walls, ceilings, and floors), whether or not part of the unit or common elements, and to maintain and repair the fixtures and equipment therein, which includes but is not limited to the following where applicable: - airconditioning and heating units, refrigerators, stoves, fans, hot-water heaters, dishwashers and other appliances, drains, plumbing fixtures and connections, electric panels and wiring, electric outlets and fixtures, interior doors, windows, screening and glass, and fixed and/or sliding glass doors, and pay for such utilities as are separately metered to his unit. Where a unit is carpeted, the cost of replacing carpeting shall be borne by the owner of said unit.

2. Not to make or cause to be made any structural addition or alteration to his unit, or to the common elements, without prior consent of the Association and all mortgagees holding a mortgage on his unit.

3. To make no alteration, decoration, repair, replacement or change of the common elements, or to any outside or exterior portion of the building, whether within a unit or part of the common elements; to use only those contractors or sub-contractors within his unit approved by the Board of Directors.

4. To allow the Board of Directors, or the Agents or employees of the Association to enter into any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, or the common elements, or to determine in case of emergency circumstances threatening units or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

5. To show no signs, advertisements or notices of any type on the common elements or his unit and erect no exterior antenna or aerials except as consented to by the Board of Directors of the Association.

D. In the event the owner of a unit fails to maintain it as required herein, or makes any structural addition or alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a Court of Equity for an injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association shall have the right to levy an assessment against the owner of the unit, and the unit, for such necessary

sums to remove any unauthorized structural addition or alteration, and to restore the property to good condition and repair. Said assessment shall have the same force and effect as all other special assessments. The Association shall have the further right to have its employees and agents, or any sub-contractors appointed by it, enter the unit at all reasonable times, to do such work as is deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

E. The Association shall determine the exterior color scheme of the building(s), and all exteriors, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window or balcony, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Association.

F. The Association shall be responsible for the maintenance, replacement, and repair of the common elements and all portions of the Condominium property not required to be maintained, repaired or replaced by the unit owner(s).

XV.

LIMITED COMMON ELEMENTS

Those areas reserved for the use of a certain unit owner or certain unit owners, to the exclusion of other unit owners, are designated as "limited common elements", and are shown and located on the Surveys annexed hereto as "Exhibit No. 1". Any expense for the maintenance, repair, or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association. Should said maintenance, repair or replacement be caused by the negligence or misuse of a unit owner, his family or guests, servants and invitees, he shall be responsible therefor and the Association shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments. Where the limited common element consists of an exterior porch or room, the unit owner or owners who have the right to the exclusive use of said exterior porch or room, shall be responsible for the maintenance, care and preservation of the paint and surface of the exterior walls, including floor and ceiling within said exterior porch or room, and the maintenance, care, preservation and replacement of the screening on the said porch or room, if same is screened, and the fixed and/or sliding glass doors in the entrance way to said porch or room.

XIV.

TERMINATION

This Condominium may be voluntarily terminated in the manner provided for in Section 16 of the Condominium Act, at any time; however, the written consent of the Lessor under the Long-Term Lease shall also be required. In addition thereto, when there has been "very substantial" damage, as defined in Article XII. B. 6., above, this Condominium shall be subject to termination, as provided in said Article XII. B. 6 above, and in this event, the consent of the Lessor under the Long-Term Lease shall not be required, and the lien of the Lessor upon this Condominium shall terminate and be discharged. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the unit owners of this Condominium, pursuant to Notice, and is approved in writing, within sixty (60) days of the said meeting by three-fourths (3/4ths) of the unit owners of this Condominium, and all Institutional Mortgagees, and the Lessor under the Long-Term Lease, then the approving unit owners shall have an option to purchase all of the parcels of the other owners within a period expiring one-hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:-

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A. Exercise of Option: An Agreement to Purchase, executed by the record owners of the parcels who will participate in the purchase, shall be delivered, by personal delivery or mailed by certified mail or registered mail, to each of the record owners of the parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which parcels will be purchased by each participating owner or group of owners, and shall require the purchase of all parcels owned by owners not approving the termination, but the Agreement shall effect a separate contract between each Seller and his Purchaser.

B. Price: The sale price for each apartment shall be the fair market value determined by agreement between the Seller and the 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 Appraisers appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, on the Petition of the Seller. The expenses of appraisal shall be paid by the Purchaser.

C. Payment: The purchase price shall be paid in cash.

D. Closing: The sale shall be closed within thirty (30) days following the determination of the sale price.

XVII.

LONG-TERM LEASE

The Association, as Lessee, has entered into a Long-Term Lease Agreement with HOWARD GREENFIELD, as Lessor.

The leased premises, demised and described in the Long-Term Lease attached hereto as "Exhibit No. 4", are hereby declared to be and constitute a part of the common elements appurtenant to the Association's Condominium property, and all monies due and to become due under the provisions of said Lease, including without limitation, rent, and such other items as are specified in said Lease, are and shall continue to be for the full term of the said Lease, common expenses of the Condominium.

The Long-Term Lease referred to hereinabove is annexed to this Declaration, marked Exhibit No. 4, and made a part hereof, just as though said Lease were fully set forth herein. The Developer and the Association, by their execution of this Declaration of Condominium, and each unit owner, by virtue of their taking title to a Condominium parcel, agree that notwithstanding the fact that the Long-Term Lease is attached to this Declaration of Condominium and was recorded in the Public Records subsequent to the recording of this Declaration of Condominium, that said Long-Term Lease shall be deemed to have been recorded in the Public Records prior to the recording of this Declaration of Condominium. Each unit owner agrees to be bound by the terms and conditions of said Long-Term Lease and agrees to make payment to the Association of his share of the monies due, pursuant to and in the amount, or proportion, or percentage amount, if so stated, as specified in said Lease and this Declaration. It shall be mandatory for the unit owner to make said payments, regardless of whether or not said unit owner uses the recreational facilities.

XVIII.

MISCELLANEOUS PROVISIONS

A. Escrow Account for Insurance and certain Taxes: There shall be established and maintained in a local, National or State Bank, or Federal or State Savings and Loan Association, two (2) interest bearing Savings Deposit Accounts, in order to accumulate sufficient monies for the following purposes:

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1. To pay all Insurance Premiums for the Insurance on the Condominium property obtained and purchased by the Association, pursuant to Article XII of this Declaration; and -

2. To pay all Real or Personal Property Taxes assessed by the taxing authorities aforescribed, for property owned by the Condominium, or taxes which the Condominium is required to pay as part of its common expenses, which taxes are not included in the taxes assessed by the taxing authorities against the individual condominium parcels.

On or before the 30th day of each month, the Treasurer of this Condominium Association shall cause two checks to be issued and drawn on the Association's Bank Account - each check being equal respectively to one-twelfth (1/12th) of the estimated yearly amounts as to Items 1. and 2. above; and said checks shall be immediately deposited into the appropriate Savings Deposit Account.

These Accounts shall be maintained in the State or National Bank or State or Federal Savings and Loan Association owning and holding the first recorded Mortgage encumbering a Condominium unit, and upon the aforesaid Mortgagee's no longer owning and holding a mortgage on a unit, then these accounts shall be maintained in the Bank or Savings and Loan Association having the highest dollar amount of indebtedness of institutional first mortgages owing against the condominium units. Where said institutional First Mortgagee is not a State or National Bank or State or Federal Savings and Loan Association, said account shall be maintained in one of the foregoing as selected by said institutional First Mortgagee.

These accounts shall have the right of withdrawal restricted to a joint request by the Board of Directors of this Condominium Association and the Institution holding the first recorded mortgages encumbering a unit and, thereafter, the Institution having the highest dollar amount of indebtedness on units.

If, for any reason, this Condominium Association does not pay the Real Property Taxes assessed as to Item 2. above, within sixty (60) days after these taxes are permitted by law to be paid, then the Institution having the right of withdrawal, as aforescribed, shall have undisputed right to withdraw, without the written consent of the Board of Directors of this Condominium Association, such sums of money as are necessary to pay Item 2. Similarly, in the event the annual premium as to Item 1. above is not paid on or before its due date, said Institution having the right of withdrawal as aforescribed, shall have the right, without the necessity of securing the written consent of the Board of Directors of this Condominium Association, to withdraw such sums of money as are necessary to pay the then due premiums.

Should a Condominium unit owner fail to pay that portion of the monthly assessment relating to Items 1. and 2. above, within thirty (30) days from its due date, the Condominium Association shall have the right, but it is not required, to advance the necessary funds so as to deposit the required monthly sum into the Savings Deposit Accounts.

The Condominium Association shall have a lien for all sums so advanced, together with interest thereon. It shall also have the right to assign its lien to any unit owner or group of unit owners, or to any third party. In the event the Association does not advance funds as aforesaid, the holder of an Institutional First Mortgage on the delinquent unit, or the institution having the right of withdrawal, as aforesaid, or the Institution having the highest dollar indebtedness on condominium units, may advance the necessary funds into the Savings Deposit Accounts to make up the deficiency. Said Institution shall have a lien for all sums so advanced, and may bring suit to foreclose the interest of the delinquent condominium unit owner in his Condominium unit.

The Condominium unit owners herein consent to the establishment

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of such lien as a result of these advances in favor of the Institution(s) or Association, as aforescribed. However, no such foreclosure action may be brought by said Institution or individual, or group of individuals - where the Association advances the necessary funds and assigns its lien, until the delinquent unit owner has received not less than ten (10) days written notice in this regard.

B. The owners of the respective condominium units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding their respective condominium units, nor shall the unit owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective condominium units which are utilized for or serve more than one condominium unit, which items are by these presents, hereby made a part of the common elements. Said unit owner, however, shall be deemed to own the walls and partitions which are contained in said unit owner's respective condominium unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.

C. The owners of the respective condominium units agree that if any portion of a condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event the Condominium building is partially or totally destroyed, and then re-built, the owners of the Condominium parcels agree that encroachments on parts of the common elements or limited common elements or condominium units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

D. That no owner of a Condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements, or by the abandonment of his condominium unit.

E. The owners of each and every condominium parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Condominium is situate, or such other future legally authorized governmental officer or authority having jurisdiction over the same. Nothing herein shall be construed, however, as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities from the valuations herein prescribed, each unit owner to pay ad valorem taxes and special assessments as are separately assessed against his condominium parcel.

For the purposes of ad valorem taxation, the interest of the owner of a condominium parcel, in his condominium unit and in the common elements, shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said unit and as set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

F. All provisions of this Declaration and Exhibits attached hereto and Amendments hereof, shall be construed to be covenants running with the land, and of every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto, and every unit owner and claimant of the property or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and Amendments thereof.

G. If any provisions of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase,

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or word, or the application thereof, in any circumstances, is held invalid, the validity of the remainder of this Declaration, the By-Laws attached hereto, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

H. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence in the Condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the Affidavit of the person mailing or personally delivering said notices.

Notices to the Association shall be delivered by mail to the Office of the Association at: - 2981 Fla-Mango Road, Lake Worth, Florida.

Notices to the Developer shall be delivered by mail at: - 2981 Fla-Mango Road, Lake Worth, Florida.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representative of a deceased owner, or devisee when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the Estate of such deceased owner is being administered.

I. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Board of Directors of the Association from removing or authorizing the removal of any party wall between any Condominium units in order that the said units might be used together as one integral unit. In such event, all assessments, voting rights and the share of common elements shall be calculated as if such units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined.

J. The "Remedy for Violation", provided for by Section 23 of the Condominium Act, shall be in full force and effect. In addition thereto, should the Association find it necessary to bring a Court action to bring about compliance with the law, this Declaration and the By-Laws, and upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable Attorney's fees incurred by it in bringing such action, as determined by the Court.

K. Subsequent to the filing of this Declaration of Condominium, the Condominium Association - when authorized by a vote of not less than three-fourths (3/4ths) of the total vote of the members of the Association, and approved by all of the owners and holders of Institutional First Mortgages encumbering Condominium parcels, and the Lessor under the Long-Term Lease, as long as said Long-Term Lease remains in effect, may acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith, shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses.

L. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

M. The captions used in this Declaration and Exhibits annexed here-

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to are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

N. Where an institutional first mortgage, by some circumstance, fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional First Mortgage.

O. If any term, covenant, provision, phrase or other element of the Condominium documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever, any other term, provision, covenant or element of the Condominium documents.

P. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of common expenses, taxes or other charges are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon.

Q. The Developer may submit, or cause to be submitted to condominium ownership, lands adjoining this Condominium, in which case the road easement area designated in Exhibit No. 1 annexed to this Declaration will be extended and subsequently, at such time as the Developer deems it advisable, in its sole discretion, it shall cause the fee simple title to the road easement designated in Exhibit No. 1, and as extended, including the extension of the road easement from this Condominium to Fla-Mango Road (a public dedicated road) to be conveyed by Quit Claim Deed to the Condominium Association, and thereafter, said real property shall be maintained just as though it were included as a common expense of this Condominium in the proportions set forth and designated "Unit Owner's Share of Common Expenses Under the Long-Term Lease".

R. Notwithstanding the fact that the demised premises under the Long-Term Lease are a part of the common elements under this Declaration of Condominium, and notwithstanding Article VII of this Declaration, this Declaration of Condominium and the Long-Term Lease may be amended by the Lessor and the Condominium Association, by and through its Board of Directors, as to the Long-Term Lease, in any manner, without the approval of the unit owners as provided in Article VII hereinabove, except there shall be no Amendment which would change a unit owner's rent under the Long-Term Lease, nor the manner of sharing common expenses under the Long-Term Lease, without the unit owners so affected, and all record owners of mortgages thereon joining in the execution of said Amendment.

S. The Developer and the Lessor under the Long-Term Lease reserve the right to amend this Declaration of Condominium by adding to the leased premises demised and described in the Long-Term Lease annexed hereto, as Exhibit No. 4, an area of land with improvements thereon, located in the Northeast corner of the following described real property:

That certain portion of Tract A, as more particularly described hereinafter, to-wit:

From a permanent Reference Monument marking the Southwesterly corner of Tract A, and the Point of Beginning of the herein described parcel of land, run North 0°-19'-53" West, (for convenience the Southerly line of the Southwest Quarter (SW-1/4) of said Section 17, is assumed to bear due East and West, and all other bearings recited herein are relative thereto), a distance of 637.25 feet; thence South 89°-58'-30" East, a distance of 665.21 feet; thence South 0°-20'-30" East, a distance of 636.96 feet to a point

in the North right-of-way line of Lake Worth Drainage District's Canal L-10; thence, due West along the said right-of-way line, a distance of 665.32 feet, to the POINT OF BEGINNING;

or, an area of land, with improvements thereon, located within the following described real property:-

Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 17, Township 44 South, Range 43 East, Palm Beach County, Florida; thence, Northerly along the Westline of said Southeast Quarter of the Southwest Quarter, a distance of 625.5 feet; thence Easterly at right angles, a distance of 30 feet to the POINT OF BEGINNING; thence, continue Easterly to the waters edge of the Lake shown on Plat No. 1 of Lake Clarke Gardens, recorded in Plat Book 28 at Page 110, of the Public Records of Palm Beach County, Florida; thence, Northerly, meandering the edge of said Lake, to a point in a line parallel with and 60 feet northerly from the easterly course aforescribed; thence Westerly along the said parallel line to a point in a line 30 feet Easterly at right angles, from the West line of the said Southeast Quarter of the Southwest Quarter; thence Southerly along said parallel line to the POINT OF BEGINNING.

Excepting therefrom, the Westerly 90 feet of the above described Parcel.

The area of land, the improvements thereon, the exact location of said area within the aforescribed parcels of real property, and the time at which to amend this Declaration, shall be in the sole discretion of the Developer and Lessor; however, if such Amendment is not made, executed and recorded in the Public Records of Palm Beach County, Florida, within five (5) years from the date of this Declaration of Condominium, said right shall automatically terminate. This right of the Developer and Lessor is conditioned upon there being no increase in the rent due the Lessor by the unit owners of this Condominium, as provided in Exhibit "A" annexed to this Declaration; and unit owners of Condominium units under this Declaration, and all owners of Condominium units constructed at the time of such Amendment, or later constructed in the area described in the Amendment to Articles of Incorporation of LAKE CLARKE GARDENS CONDOMINIUM, INC., attached to this Declaration as Exhibit No. 3-A (which Association has been formed to operate Condominium buildings that may be constructed within the area described therein), shall share the common expenses of the recreational area under the Long-Term Lease annexed hereto as Exhibit No. 4, and the Amendment, as provided in this Paragraph, in the same proportion as is provided under Exhibit "A" attached to this Declaration of Condominium, and Exhibit "C" attached to Exhibit No. 4 of this Declaration of Condominium; and all owners of Condominium units in the area described in the Amendment to Articles of Incorporation aforesaid of the Condominium Association, as members of LAKE CLARKE GARDENS CONDOMINIUM, INC., shall be entitled to the use and enjoyment of all recreational facilities and demised premises under the Long-Term Lease attached to this Declaration of Condominium as Exhibit No. 4, and the Amendment, as provided in this paragraph. An Amendment of this Declaration, reflecting such amendment to the demised area under the Long-Term Lease, need only be executed and acknowledged by the Lessor and Developer, and need not be approved by the Association, the unit owners, lienors, mortgagees, or any other persons whomsoever. Such Amendment of Declaration of Condominium shall be filed in the Public Records of Palm Beach County, Florida, and said Amendment of this Declaration of Condominium shall be deemed an Amendment to the Long-Term Lease annexed to this Declaration as Exhibit No. 4, just as though said Exhibit No. 4 attached hereto had included the additional demised lands.

The method of amending this Declaration of Condominium, in regard to the matters set forth specifically in this Paragraph "S", supersedes the provisions for the method of amendment to this Declaration of Condominium, as

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provided in Article VII hereinabove, and as provided in Article XVIII-R., hereinabove.

IN WITNESS WHEREOF, FLA-MANGO, INC., a Florida Corporation, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed, attested by its Secretary, this 14th day of December, 1966.

FLA-MANGO, INC.

By: Howard Greenfield (Seal)
Howard Greenfield, President

Attest: Lenore Greenfield (Seal)
Lenore Greenfield, Secretary

Signed, sealed and delivered in the presence of:

Ray A. Parker (Seal)
Ray Kennedy (Seal)

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STATE OF FLORIDA)
COUNTY OF Palm Beach) ss:

BEFORE ME, the undersigned authority, personally appeared
HOWARD GREENFIELD and LENORE GREENFIELD
to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of
FLA-MANGO, INC.
a Florida Corporation, and they severally acknowledged before me that they executed such instrument as such Officers of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal at Lake Worth,
said County and State, this 14th day of December, A. D., 1966.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES NOV. 24, 1967
BONDED THROUGH FRED W. DIESTELHORST

Mary C. Condit
NOTARY PUBLIC
State of Florida at Large



FOR GOOD AND VALUABLE CONSIDERATION, the receipt where-
of is hereby acknowledged LAKE CLARKE GARDENS CONDOMINIUM, INC.
----- a Florida Non-Profit Corporation,
hereby agrees to accept all of the benefits and all of the duties, responsibilities,
obligations and burdens imposed upon it by the provisions of this Declaration
of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, LAKE CLARKE GARDENS CONDOMINIUM,
INC., ----- a Florida Non-Profit Corporation, has
caused these presents to be signed in its name by its President, and its Cor-
porate Seal affixed, attested by its Secretary, this 14th day of December
A. D., 1966.

Executed in the presence of:

LAKE CLARKE GARDENS CONDOMINIUM,
INC.

Kay Kennedy (Seal)
Mary C. Condit (Seal)

By: *Howard Greenfield* (Seal)
Attest: *Lenore Greenfield* (Seal)
President
Secretary

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss:

BEFORE ME, the undersigned authority, personally appeared
HOWARD GREENFIELD and LENORE GREENFIELD
to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of
LAKE CLARKE GARDENS CONDOMINIUM, INC.
a Florida Non-profit Corporation, and they severally acknowledged before me that they executed such instrument as such Officers of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal at Lake Worth,
said County and State, this 14th day of December, A. D., 1966.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES NOV. 24, 1967
BONDED THROUGH FRED W. DIESTELHORST

Mary C. Condit
NOTARY PUBLIC
State of Florida at Large



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EXHIBIT A

Condominium Unit and Parcel and Type of Unit		Percentages of Undivided Interest in Common Ele- ments and Unit Owner's Share of Common Expenses, Excluding Share Under the Long-Term Lease	Monthly Rent Under Long- Term Lease
No.	Type		
101	1 Bedroom-1 Bath(corner)	2.6%	\$11.00
102	2 Bedroom- 1 Bath	3.1%	14.00
103	2 Bedroom- 1 Bath	3.2%	14.00
104	1 Bedroom- 1 Bath	2.1%	10.00
105	1 Bedroom- 1 Bath	2.4%	10.00
106	1 Bedroom- 1 Bath	2.1%	10.00
107	1 Bedroom- 1 Bath	2.2%	10.00
108	1 Bedroom- 1 Bath	2.4%	10.00
109	1 Bedroom- 1 Bath	2.2%	10.00
110	2 Bedrooms- 2 Baths	3.5%	15.00
111	2 Bedrooms - 1 Bath	3.1%	14.00
112	1 Bedroom- 1-1/2 Bath	2.9%	12.00
201	1 Bedroom- 1 Bath (corner)	2.7%	11.00
202	2 Bedrooms- 1 Bath	3.2%	14.00
203	2 Bedrooms- 1 Bath	3.3%	14.00
204	1 Bedroom- 1 Bath	2.3%	10.00
205	1 Bedroom- 1 Bath	2.5%	10.00
206	1 Bedroom- 1 Bath	2.3%	10.00
207	1 Bedroom- 1 Bath	2.4%	10.00
208	1 Bedroom- 1 Bath	2.5%	10.00
209	1 Bedroom- 1 Bath	2.4%	10.00
210	2 Bedrooms- 2 Baths	3.6%	15.00
211	2 Bedrooms- 1 Bath	3.2%	14.00
212	1 Bedroom- 1-1/2 Bath	3.0%	12.00
301	1 Bedroom- 1 Bath (corner)	2.8%	11.00
302	2 Bedrooms- 1 Bath	3.3%	14.00
303	2 Bedrooms- 1 Bath	3.5%	14.00
304	1 Bedroom- 1 Bath	2.4%	10.00
305	1 Bedroom- 1 Bath	2.6%	10.00
306	1 Bedroom- 1 Bath	2.4%	10.00
307	1 Bedroom- 1 Bath	2.5%	10.00
308	1 Bedroom- 1 Bath	2.6%	10.00
309	1 Bedroom- 1 Bath	2.5%	10.00
310	2 Bedrooms- 2 Baths	3.7%	15.00
311	2 Bedrooms- 1 Bath	3.3%	14.00
312	1 Bedroom- 1-1/2 Bath	3.2%	12.00

UNIT OWNER'S SHARE OF COMMON EXPENSES UNDER THE LONG-TERM LEASE is defined as the other expenses and obligations (excluding rent) payable by the Lessee under said Lease, including, without limitation, taxes, assessments, insurance premiums and costs of maintenance and repairs. The total common expenses under the Long-Term Lease will be weighted and computed in such a manner so that the following ratio will prevail:

The 1-bedroom, 1-bath units will be used as the base of each proration, and the base shall be 1%; 1-bedroom, 1-bath (corner) shall be 1.1% of the base; 1-bedroom, 1-1/2 bath units shall be 1.2% of the base; 2-bedroom, 1-bath units shall be 1.3% of the base; and 2-bedroom, 2-bath units shall be 1.4% of the base.

The Association has been formed to operate this Condominium and other Condominium properties, as set forth in the Articles of Incorporation attached hereto as Exhibit No. 3, and all members of the Association shall, as unit owners, share the common expenses under the Long-Term Lease under the foregoing ratio. All units will be classified as to type by the Developer, as to one of the five types set forth hereinabove, which type will be assigned to said unit in the Declaration of Condominium of the other Condominium properties which this Association has been formed to operate and administer.

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ARTICLES OF INCORPORATION
OF
LAKE CLARKE GARDENS CONDOMINIUM, INC.

FILED

WE, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit Corporation under the laws of the State of Florida, pursuant to Florida Statutes 617 Et Seq., and certify as follows:

ARTICLE I

The name of this Corporation shall be: - LAKE CLARKE GARDENS CONDOMINIUM, INC.

ARTICLE II

The general purpose of this non-profit Corporation shall be as follows: - To be the "Association" (as defined in the Condominium Act of the State of Florida, F. S. 711 Et Seq.), for condominium properties, totalling not more than twenty-five (25) in all, that will be erected on the following described real property:-

(See Legal Description of Real Property attached hereto and made a part hereof).

AND real property contiguous to the aforescribed real property; and as such Association, to operate and administer said Condominiums and carry out the functions and duties of said Condominiums, as set forth in the Declaration of Condominium established for each of said Condominiums. The By-Laws of this Association shall be attached to and made a part of the Declaration of Condominium of those Condominiums to which this Association is to operate and administer.

ARTICLE III

Owners of Condominium parcels are defined as ownership in fee title; however, should a person acquire the unexpired term of a Ninety-Nine Year Leasehold interest in and to a unit, said Lessee shall be a member of this Corporation.

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EXHIBIT NO. 3

ARTICLE IV.

This Corporation shall have perpetual existence.

ARTICLE V.

The names and residences of the Subscribers to these Articles of Incorporation are as follows:

HOWARD GREENFIELD	2981 Fla-Mango Road, West Palm Beach, Florida
LENORE GREENFIELD	2981 Fla-Mango Road, West Palm Beach, Florida
LOUIS GREENFIELD	2981 Fla-Mango Road, West Palm Beach, Florida

ARTICLE VI.

Section 1. The affairs of the Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than the number specified by the By-Laws, and in the exact number of persons as specified in said By-Laws. The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership, for a term of one (1) year, or until their successors shall be elected and shall qualify. Provisions for such election, and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies on the Directorate, shall be established by the By-Laws.

Section 2. The principal Officers of the Corporation shall be:

President
Vice President
Secretary
Treasurer

(the last two officers may be combined), who shall be elected from time to time, in the manner set forth in the By-Laws adopted by the Corporation.

ARTICLE VII.

The names of the Officers who are to serve until the first election of Officers, pursuant to the terms of the Declaration of Condominium and By-Laws, are as follows:

HOWARD GREENFIELD -	President
LOUIS GREENFIELD	Vice President
LENORE GREENFIELD	Secretary-Treasurer

ARTICLE VIII.

The following persons shall constitute the first Board of Directors, and shall serve until the first election of the Board of Directors at the first regular meeting of the membership.

Name	Address
HOWARD GREENFIELD	2981 Fla-Mango Road, West Palm Beach, Florida
LENORE GREENFIELD	2981 Fla-Mango Road, West Palm Beach, Florida 2
LOUIS GREENFIELD	2981 Fla-Mango Road, West Palm Beach, Florida

ARTICLE IX.

The By-Laws of the Corporation shall initially be made and adopted by its first Board of Directors.

Prior to the time the property described in Article II above has been submitted to condominium ownership by the filing of the Declaration of Condominium, said first Board of Directors shall have full power to amend, alter or rescind said By-Laws by a majority vote.

After the property described in Article II has been submitted to condominium ownership by the filing of Declaration of Condominium, the By-Laws may be amended, altered, supplemented or modified by the membership at the annual meeting, or at a duly convened special meeting of the membership, attended by a majority of the membership, by vote, as follows:

- A. If the proposed change to the By-Laws has received the unanimous approval of the Board of Directors, then it shall require only a majority vote of the membership to be adopted .
- B. If the proposed change has not been approved by the unanimous vote of the Board of Directors, then the proposed change must be approved by a three quarter (3/4) vote of the membership,

provided, however, that (1) prior to the first annual meeting of the membership, the By-Laws may not be amended without a prior resolution requesting said amendment by the Board of Directors; (2) subsequent to the first annual meeting of the membership, the By-Laws may not be amended without the approval of the Board of Directors, unless the proposed amendment shall be filed in writing with the Secretary or President, not less than ten (10) days prior to the membership meeting at which such amendment is to be voted upon.

ARTICLE X.

Amendments to these Articles of Incorporation may be proposed by any member or director, and shall be adopted in the same manner as is provided for the amendment of the By-Laws, as set forth in Article IX above. Said amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the membership, sealed with the Corporate Seal, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice President, has been filed with the Secretary of State, and all filing fees paid.

ARTICLE XI.

This Corporation shall have all of the powers set forth in Florida Statute 617.021, all of the powers set forth in the Condominium Act of the State of Florida, and all powers granted to it by the Declaration of Condominium and Exhibits annexed thereto.

ARTICLE XII.

There shall be no dividends paid to any of the members, nor shall any part of the income of the corporation be distributed to its Board of Directors or Officers. In the event there are any excess receipts over disbursements, as a result of performing services, such excess shall be applied against future expenses, etc. The Corporation may pay compensation in a reasonable amount to its members, directors and officers, for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium and By-Laws. The voting rights of the owners of parcels in said condominium property shall be as set forth in the Declaration of Condominium and/or By-Laws.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto

affixed their signatures, this 30th day of June, 1966.

Executed in the presence of:

Henry C. Conner
Edward J. [illegible]

[Signature] (Seal)
HOWARD GREENFIELD

[Signature] (Seal)
LENORE GREENFIELD

[Signature] (Seal)
LOUIS GREENFIELD

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

BEFORE ME, the undersigned authority, personally appeared
HOWARD GREENFIELD, LENORE GREENFIELD and LOUIS GREENFIELD,

who after being by me duly sworn, acknowledged that they executed the fore-
going Articles of Incorporation of LAKE CLARKE GARDENS CONDOMINIUM,
INC., a Florida Non-profit/ Corporation,
for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and offi-
cial seal, at Hollywood, Broward County, Florida, this 30th day of
June, 1966.

[Signature]
NOTARY PUBLIC
State of Florida at Large



My commission expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES NOV. 24, 1967
BONDED THROUGH FRED W. DIESTELHORST

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LEGAL DESCRIPTION

All of the real property located in LAKE CLARKE GARDENS, according to the Plat thereof, recorded in Plat Book 28 at Page 110, of the Public Records of Palm Beach County, Florida, LESS AND EXCEPT that certain portion of Tract A, as more particularly described hereinafter, To-wit:

From a permanent Reference Monument marking the Southwest-erly corner of said Tract A, and the Point of Beginning of the herein described parcel of land, run North $0^{\circ}-19'-53''$ West, (for convenience the Southerly line of the Southwest Quarter (SW-1/4) of said Section 17, is assumed to bear due East and West, and all other bearings recited herein are relative there-to), a distance of 637.25 feet; thence South $89^{\circ}-58'-30''$ East, a distance of 665.21 feet; thence South $0^{\circ}-20'-30''$ East, a distance of 636.96 feet to a point in the North right-of-way line of Lake Worth Drainage District's Canal L-10; thence, due West, along the said right-of-way line, a distance of 665.32 feet to the POINT OF BEGINNING.

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Office of Secretary of State

J. Tom Adams, Secretary of State of the State of Florida,
do hereby certify that the above and foregoing is a true and correct copy of

CERTIFICATE OF INCORPORATION
OF

LAKE CLARKE GARDENS CONDOMINIUM, INC.,

a corporation not for profit organized and existing under
the Laws of the State of Florida, filed on the 14th day
of July A. D., 1966 as shown by the records of
this office.

*Given under my hand and the Great Seal of
the State of Florida, at Tallahassee, the Capital,
this the 15th day of July
A. D. 1966.*

J. Tom Adams
Secretary of State



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AMENDMENT TO ARTICLES OF INCORPORATION
OF
LAKE CLARKE GARDENS CONDOMINIUM, INC.

Pursuant to the provisions of Florida Statute 617.02, the undersigned non-profit Florida Corporation adopted the following Amendment to its Articles of Incorporation:

The undersigned non-profit Florida Corporation, which received its Charter on July 14th, 1966, resolves that Article II of the Articles of Incorporation be and the same is hereby amended by deleting said Article II in its entirety, including the legal description referred to therein and attached to the Articles of Incorporation, and substituting therefor the following:

ARTICLE II

The general purpose of this non-profit Florida Corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida, F. S. 711 Et Seq.), for condominium properties, totalling not more than thirty-one (31) in all, that may be erected on the following described real property:

All of the real property located in LAKE CLARKE GARDENS, according to the Plat thereof, recorded in Plat Book 28 at Page 110, of the Public Records of Palm Beach County, Florida, and adjoining lands thereto;

and as such Association, to operate and administer said Condominiums and carry out the functions and duties of said Condominiums, as set forth in the Declaration of Condominium established for each of said Condominiums. The By-Laws of this Association shall be attached to and made a part of the Declaration of Condominium of those Condominiums which this Association is to operate and administer.

RESOLVED, further, that the President and Secretary of this Corporation be and they are hereby authorized and directed to make, execute and acknowledge a Certificate under the Corporate Seal of this Corporation, embracing the foregoing Resolution, and to cause such Certificate to be filed and recorded in the Office of the Secretary of State in the manner required by Florida Statutes.

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Exhibit No. 3-A

The Amendment was adopted at a meeting of the Directors held on September 1st, 1966, at which meeting all Directors were present, and the Amendment received the unanimous vote of the Directors affirming the Amendment.

Dated at Palm Beach County, Florida, this 30th day of September, 1966.

LAKE CLARKE GARDENS CONDOMINIUM, INC.

By: Howard Greenfield (Seal) President

Attest: Lenore Greenfield (Seal) Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

BEFORE ME, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HOWARD GREENFIELD and LENORE GREENFIELD, to me known to be the President and Secretary respectively of LAKE CLARKE GARDENS CONDOMINIUM, INC., a Florida Non-profit Corporation, and they acknowledged before me that they executed the foregoing Amendment to Articles of Incorporation, in the name of and for that Corporation, affixing its Corporate Seal, and that they were duly authorized by said Corporation to do so.

WITNESS my hand and official seal, in the County and State aforesaid, this 30th day of September, A. D., 1966.

Henry C. Condon (Seal)
NOTARY PUBLIC
State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES NOV. 24, 1967
BONDED THROUGH FRED W. DIETELHORST

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B Y - L A W S
OF
LAKE CLARKE GARDENS CONDOMINIUM, INC.

ARTICLE I. IDENTITY

The following By-Laws shall govern the operation of the Condominium known as NO. 10 LAKE CLARKE GARDENS CONDOMINIUM, described and named in the Declaration of Condominium to which these By-Laws are attached; LAKE CLARKE GARDENS CONDOMINIUM, INC. being a Florida Corporation not for profit, organized and existing pursuant to Florida Statute 711, known as the Condominium Act.

Section 1. The office of the Association shall be at the Condominium property, or at such other place as may be subsequently designated by the Board of Directors.

Section 2. The Seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

Section 3. As used herein, the word "Corporation", shall be the equivalent of "Association", as defined in the Declaration of Condominium to which these By-Laws are attached, and all other words, as used herein, shall have the same definitions as attributed to them in the Declaration of Condominium to which these By-Laws are attached.

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. The Corporation shall not issue stock or certificates.

Section 2. Membership in the Corporation shall be limited to owners of the condominium units, as identified in the preceding Declaration of Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Corporation, said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its "voting member". Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber, or lease a condominium parcel, where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in an amount to be set by the Board of Directors to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred by the Board of Directors.

Section 3. Voting.

(a) The owner(s) of each condominium unit shall be entitled to one vote for each condominium unit owned. If a condominium unit owner owns more than one unit he shall be entitled to one vote for each unit owned. The vote of a condominium unit shall not be divisible.

(b) A majority of the unit owners' total votes shall decide any question unless the By-Laws or Declaration of Condominium provide otherwise, in which event the voting percentage required in the By-Laws or the Declaration of Condominium shall control.

Section 4. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the unit owners' total votes shall constitute a quorum. The term "majority" of the unit owners total votes shall mean unit owners holding 51% of the votes.

Section 5. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 6), and shall be filed with the Secretary prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein. Where a unit is owned jointly by a husband and wife, and if they have not designated one of them as a Voting Member, a proxy must be signed by both husband and wife where a third person is designated.

Section 6. Designation of Voting Member.

If a condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a condominium unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a Certificate signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If a condominium unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the unit for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in these Certificates who is entitled to cast the vote for a unit shall be known as the "Voting Member". If such a Certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by a Corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such Certificates shall be valid until revoked, or until superseded by a subsequent Certificate, or until a change in the ownership of the unit concerned. If a condominium unit is jointly owned by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible).

(c) Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually and without establishing the concurrence of the absent person.

Article II-A. MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of corporation membership shall be held at the Condominium property, or at such other place and time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting.

Section 2. Notices. It shall be the duty of the Secretary to mail a Notice of each annual or special meeting, stating the time and place thereof, to each unit owner of record, at least five (5), but not more than fifteen (15) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the unit owner as it appears on the books of the Corporation.

Section 3. Annual Meeting. The annual meeting shall be held at 12:00 Noon - - - Eastern Standard Time, on the 15th day of February, 1969, - - - and thereafter on the 15th day of February of each year, for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, provided however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the members shall elect by a plurality vote (cumulative voting prohibited), a Board of Directors, and transact such other business as may properly be brought before the meeting.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary, at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of Voting Members representing a majority of the unit owners' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or of the Articles of Incorporation, or of these By-Laws, to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4ths) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of Voting Members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

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Section 7. Proviso. Provided, however, that until the Developer of the Condominium has completed and sold all of the units in the Condominium, or until February 15th, 1969 - - - , or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, there shall be no meeting of members of the Association, unless a meeting is called by the Board of Directors of the Association; and should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors. As long as the Developer of the Condominium owns not less than four (4) units in the Condominium, or - if such is the case, has not completed the development of the entire Condominium complex, as described in the Articles of Incorporation of this Association, then notwithstanding the annual members' meeting taking place, the Developer shall be entitled to elect a majority of the Board of Directors, who need not be residents of the Condominium.

Section 8. Approval or Disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the Voting Member; provided, however, where a unit is owned jointly by a husband and wife and they have not designated one of them as a Voting Member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

Article III. DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Corporation shall be governed by a Board of Directors composed of not less than three (3) nor more than seven (7) - - persons, as is determined from time to time by the members. All Directors shall be members of the Association; provided, however, that until one of the events in Article II-A, Section 7. of these By-Laws first occurs, all Directors shall be designated by the Developer and need not be members. All Officers of a Corporate Unit Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members and, thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3. below.

Section 2. First Board of Directors.

(a) The first Board of Directors, who shall serve until the first annual meeting of members and until their successors have been elected and qualified, shall consist of the following:

HOWARD GREENFIELD
LENORE GREENFIELD
LOUIS GREENFIELD

(b) The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, providing a quorum shall be present.

Section 3. Removal of Directors. At any time after the first annual meeting of the membership, at any duly convened regular or special meeting, any one or more of the directors may be removed with or without cause by the affirmative vote of the voting members casting not less than two-thirds of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

Section 4. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the corporation delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. More than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. Commencing with the Directors elected at the first annual meeting of the membership, that transfer of title of his unit by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than 30 days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President, and in his absence by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days notice in writing to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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Section 9. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

Section 10. Compensation. The Directors' fees, if any, shall be determined by the Voting Members.

Section 11. Powers and Duties.

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not by law or by the Declaration of Condominium, or by these By-Laws, directed to be exercised and done by the unit owners. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, in these By-Laws, the Articles of Incorporation of this Corporation, and in the Condominium Act, and all powers incidental thereto.

(b) To make assessment, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Corporation.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the common elements and Condominium property and facilities, and the use and maintenance of the condominium units therein.

(e) To contract for the management of the Condominium and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association. To contract for the management or operation of portions of the common elements or facilities susceptible to the separate management or operation, and to lease or concession such portions.

(f) The further improvement of the property, real and personal, and the right to purchase items of furniture, furnishings, fixtures and equipment.

(g) Designate one or more committees, which to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management of the business and affairs of the Corporation. Such committee to consist of at least three (3) members of the Corporation, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required.

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The foregoing powers shall be exercised by the Board of Directors or its contractor or employees subject only to approval by unit owners when such is specifically required.

Article IV. OFFICERS

Section 1. Elective Officers. The principal officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors.

Section 2. Election. The officers of the corporation designated in Section 1 above shall be elected annually by the Board of Directors, at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint an Assistant Secretary and an Assistant-Treasurer and such other officers as the Board deems necessary.

Section 4. Term. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided however that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g. if the Board of Directors is composed of five persons, then three of said Directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. He shall be the chief executive officer of the corporation; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the corporation and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. He shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. He shall issue notices of all Board of Directors meetings and all meetings of the unit owners; he shall attend and keep the minutes of the same; he shall have charge of all of the corporation's books, records and papers except those kept by the Treasurer. He shall have custody of the seal of the Association. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(a) He shall have custody of the corporation funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall

deposit all monies and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each unit in the manner required by Section 11 (7) (B) of the Condominium Act.

(b) He shall disburse the funds of the corporation as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the corporation.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees, on which reports the transferees may reply.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Article V. FINANCES AND ASSESSMENTS.

Section 1. Depositories. The funds of the Corporation shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Corporation as may be designated by the Board of Directors. Obligations of the Corporation shall be signed by at least two officers of the Corporation.

Section 2. Fidelity Bonds. The Treasurer and all Officers who are authorized to sign checks, and all Officers and employees of the Association, and any Contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control via a signatory or a bank account or other depository account.

Section 3. Fiscal Year. The fiscal year for the Corporation shall begin on the first day of January of each year; provided however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessments.

(a) The Board of Directors of the Corporation shall fix and determine, from time to time, the sum or sums necessary and adequate for the common expenses of the condominium property.

common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the Corporation, all Insurance Premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors of the Corporation. The Board of Directors is specifically empowered, on behalf of the Corporation, to make and collect assessments, and to lease, maintain, repair and replace the common elements and the limited common elements of the Condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses, as provided in the Declaration. Said assessment shall be payable as ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Corporation shall mail or present to each unit owner, a statement of said unit owner's assessment. All assessments shall be payable to the Treasurer of the Corporation and, upon request, the Treasurer shall give a receipt for each payment made to him.

Section 5. Application of Payments and Co-Mingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund, or divided into more than one fund, as determined by the Board of Directors. All assessment payments by a unit owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances as provided herein and in the Declaration of Condominium, and general or special assessments, in such manner as the Board of Directors determines in its sole discretion.

Section 6. Annual Audit. An audit of accounts of the Association shall be made annually, commencing after the first annual meeting provided in Article II-A., Section 3. of the By-Laws. Said audit shall be prepared by a Certified Public Accountant licensed in the State of Florida and a copy of said Report shall be available to the members in the Office of the Association and with the Treasurer of the Association. Such Report shall be available not later than three (3) months after the end of the year for which the Report is made.

Section 7. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the unit owner.

Article VI: SUBSTANTIAL ADDITIONS OR ALTERATIONS

There shall be no substantial additions or alterations to the common elements or limited common elements, unless the same are authorized by the Board of Directors and ratified by the affirmative vote of the Voting Members, casting not less than 75% of the total votes of the unit owners present at any regular or special meeting of the unit owners called for that purpose, except as otherwise authorized in Article XIV, Section B., of the Declaration of Condominium to which these By-Laws are attached. The approval of the owners of all Institutional Mortgages encumbering condominium parcels, which parcels would be affected by the assessment for such substantial additions or alterations, shall be required.

Article VII COMPLIANCE AND DEFAULT.

Section 1. Violations. In the event of a violation (other than the nonpayment of an assessment) by the unit owner in any of the provisions of the Declaration, of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

(1) An action at law to recover for its damage on behalf of the Association or on behalf of the other unit owners; (2) an action in equity to enforce performance on the part of the unit owner; or (3) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such an action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for by the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expense.

Section 2. Negligence or Carelessness of Unit Owner, etc. All unit owners 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 or lessees, 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 insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this section, shall be charged to said unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expense.

Section 3. Costs and Attorney Fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

Section 4. No Waiver of Rights. The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition of the future.

Section 5. No Election of Remedies. All rights, remedies and privileges granted to the Association or unit owner, pursuant to any terms, provisions, covenants or conditions of the condominium documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by Condominium documents, or at law, or in equity.

Article VIII. ACQUISITION OF UNITS

Section 1. Voluntary Sale or Transfer. Upon receipt of a unit owner's written notice of intention to sell or lease, as described in Article XI of the Declaration of Condominium, the Board of Directors of the Association shall have full power and authority to consent to the transaction specified in said notice, or object for good cause, or to designate a person other than the Corporation as a designee, pursuant to the provisions of the said Article XI, without having to obtain any consent thereto by the membership.

The Board of Directors shall have the further right to designate the Corporation as being "willing to purchase, lease or rent", upon the proposed terms, upon adoption of a Resolution by the Board of Directors recommending such purchase or leasing to the membership, but notwithstanding the adoption of such Resolution and such designation by the Board of Directors, the Corporation shall not be bound and shall not so purchase or lease except upon the authorization and approval of the affirmative vote of Voting Members casting not less than three-fourths (3/4ths) of the total votes of the unit owners of the Condominium identified in the Declaration of Condominium to which these By-Laws are attached.

Section 2. Acquisition on Foreclosure. At any foreclosure sale of a unit, the Board of Directors of the Association may, with the authorization and approval, by the affirmative vote of Voting Members casting not less than three-fourths (3/4ths) of the total votes of the unit owners of the Condominium identified in the Declaration of Condominium to which these By-Laws are attached, acquire, in the name of the Corporation or its designee, a Condominium parcel being foreclosed

The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, including a lien for assessments.

The power of the Board of Directors of the Association to acquire a Condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors, or of the Corporation, to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so, should the requisite approval of the Voting Members, as aforesaid, be obtained.

Article IX.

AMENDMENTS TO THE BY-LAWS.

These By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided:-

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(2) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the unit owners.

(3) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members casting not less than three-fourths (3/4ths) of the total votes of the unit owners; and,

(4) Said Amendment shall be recorded and certificated as required by the Condominium Act. Notwithstanding anything above to the contrary, until one of the events in Article II-A, Section 7, of the By-Laws occurs, these By-Laws may not be amended without a prior resolution requesting said Amendment from the Board of Directors.

Article X.

NOTICES.

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Declaration of Condominium to which these By-Laws are attached.

Article XI.

INDEMNIFICATION.

The Corporation shall indemnify every Director and every Officer, his heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party, by reason of his being or having been a Director or Officer of the Corporation, including reasonable counsel fees to be approved by the Corporation, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

Article XII.

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

Article XIII. LIMITATION OF LIABILITY.

Notwithstanding the duty of the association to maintain and repair parts of the condominium property, the association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or by other owners or persons.

Article XIV. PARLIAMENTARY RULES.

Roberts Rules of Order (latest edition), shall govern the conduct of the association meetings when not in conflict with the Condominium Act, Declaration of Condominium, or these By-Laws.

Article XV. LIENS.

Section 1. Protection of Property. All liens against a condominium unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within 30 days of the date the lien attaches. All taxes and special assessments upon a condominium unit shall be paid before becoming delinquent, as provided in these condominium documents or by law, whichever is sooner.

Section 2. 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 (5) days after the attaching of the lien.

Section 3. Notice of Suit. Unit owners shall give notice to the association of every suit or other proceedings which will or may affect title to his unit or any other part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

Section 4. Failure to comply with this article concerning liens will not affect the validity of any judicial sale.

Section 5. Permitted Mortgage Register. The association shall maintain a register of all permitted mortgages and at the request of a mortgagee the association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee.

Article XVI. RULES AND REGULATIONS.

Section 1. As to Common Elements. The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall from time to time post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

Section 2. As to Condominium Units. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance

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

Section 3. Building Rules and Regulations. The building rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said building rules and regulations are as follows:

1. The sidewalk, entrances, passages, elevators, if applicable, vestibules, stairways, corridors, halls and all of the common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables or any other object of a similar type and nature be stored therein. Children shall not play or loiter in the halls, stairways, elevators, or other public areas.
2. The personal property of all unit owners shall be stored within their condominium units.
3. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other article, be shaken or hung from any of the windows, doors or balconies, or exposed on any part of the common elements. Fire exits shall not be obstructed in any manner, and the common elements shall be kept free and clear of rubbish, debris, and other unsightly material.
4. No unit owner shall allow anything whatsoever to fall from the window, balcony or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance into any of the corridors, halls or balconies, elevators, ventilators or elsewhere, in the building or upon the grounds.
5. Refuse and garbage shall be deposited only in the area provided therefor.
6. No unit owner shall store or leave boats or trailers on the condominium property.
7. Employees of the Association shall not be sent out of the building by any unit owner at any time for any purpose.

8. Servants and domestic help of the unit owners may not gather or lounge in the public areas of the building or grounds.
9. The parking facilities shall be used in accordance with regulations adopted by the Board of Directors, a copy of which shall be delivered to the unit owners.
10. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used on any screened porches shall be determined by the Board of Directors, and a unit owner shall not place or use any item on said screened porches without the approval of said Board.
11. No unit owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the unit owners. No unit owners shall play upon, or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, television set, radio or sound amplifier, in his unit in such manner as to disturb or annoy other occupants of the condominium. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.
12. No radio or television installation or other wiring shall be made without the written consent of the Board of Directors. Any aerial or antenna erected or installed on the roof or exterior walls of the building, without the consent of the Board of Directors, in writing, is liable to removal, without notice, and at the cost of the unit owner for whose benefit the installation was made.
13. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the condominium property, or in, on or upon any part of a condominium unit by any unit owner or occupant.
14. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building, without the written consent of the Board of Directors of the Association.
15. No blinds, shades, screens, decorative panels, window or door covering shall be attached to or hung, or used in connection with any window or door in a unit, in such a manner as to be visible to the outside of the building, without the written consent of the Board of Directors of the Association.

16. The Association may retain a pass key to all units. No unit owner or occupant shall alter any lock or install a new lock without the written consent of the Board of Directors of the Association. Where such consent is given, the unit owner shall provide the Association with an additional key for the use of the Association, pursuant to its right of access to the unit.

Section 4. Conflict. In the event of any conflict between the rules and regulations contained herein, or from time to time amended or adopted, and the condominium documents, or the Condominium Act, the latter shall prevail. Where required by the Condominium Act, any amendment to the rules and regulations herein shall be recorded in the Official Records of the County in which this Condominium is located in the manner required by the Condominium Act.

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration, the provisions of the Declaration shall prevail.

APPROVED AND DECLARED AS THE BY-LAWS OF LAKE CLARKE GARDENS CONDOMINIUM, INC., a Non-profit Florida Corporation.

LAKE CLARKE GARDENS CONDOMINIUM, INC.

By: Howard Greenfield (Seal)
Howard Greenfield, President

Attest: Lenore Greenfield (Seal)
Lenore Greenfield, Secretary



FLA-MANGO, INC.

By: Howard Greenfield (Seal)
Howard Greenfield, President

Attest: Lenore Greenfield (Seal)
Lenore Greenfield, Secretary



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EXHIBIT #1

Sheet 1

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
) SS: NO. 10 LAKE CLARKE GARDENS CONDOMINIUM
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared Klayton P. Koepke, who after first being duly cautioned and sworn, deposed and says as follows:

1. That he is a duly registered land surveyor under the laws of the State of Florida, being Surveyor No. 1811

2. Affiant hereby certifies that the Declaration of Condominium of NO. 10 LAKE CLARKE GARDENS CONDOMINIUM together with the exhibits attached hereto, constitute a correct representation of the improvements located upon the real property described therein, and that there can be determined therefrom the identification, location, dimension and size of the common elements, and of each Condominium unit therein.

FURTHER AFFIANT SAYETH NAUGHT.

SWORN TO AND SUBSCRIBED before me
this 2 day of December, 1966.

Notary Public, State of Florida at Large

My Commission Expires: *Mar. 6, 1968*

RT 1462 PAGE 423



EXHIBIT #1

No. 10 Lake Clarke Gardens Condominium

The fee owners and declarors making the Declaration of Condominium to which this Exhibit is attached to hereby declare all of the roads shown on Sheet 3 of this Exhibit dedicated for such purposes to the use of themselves, their successors, heirs, administrators, assigns, licensees and invitees jointly and in common and to the use of no others, provided however, that an easement is hereby created in said roads for the benefit of themselves and of the owners of the adjoining and abutting land, their successors, heirs, administrators, assigns, licensees and invitees jointly and in common. The term "adjoining and abutting land" as used herein is hereby defined to mean only:

All the property legally described within the Plat of LAKE CLARKE GARDENS, according to the Plat thereof recorded in Plat Book 28, Page 110, Public Records of Palm Beach County, Florida.

Plus adjoining lands as designated by the corporation below.

The easement hereby created shall burden the land described in this exhibit for the benefit of adjoining and abutting land as defined herein, and shall run with the land. No right shall ever accrue to the public from the dedication above made and the easement above created shall endure until December 15, 2065 and for successive periods of 99 years thereafter unless sooner terminated by a recorded document duly executed and recorded by necessary persons appearing of record in Palm Beach County, Florida, to belong to the classes benefitted by the easement and dedication.

The drainage and utility easements shown on sheet 3 of the Exhibit are dedicated for such purposes as shown on the Plat of LAKE CLARKE GARDENS aforescribed. The real property submitted to condominium ownership described herein and the road easement shown on sheet 3 of this Exhibit are subject to utility easements including those for sewer, water and electric, which said utility easements shall be over and across and under those areas hereinafter designated by the corporation below and Lake Clarke Gardens Condominiums, Inc. in their sole discretion and said utility easements when designated shall be ipso facto dedicated for their respective purposes. This easement shall not be deemed to transfer title to the sewer and water lines, mains and attendant equipment thereto. All of the easements for utilities herein dedicated shall burden the land for the benefit of each of the owners thereof and the benefit of each condominium parcel owner, their heirs, successors, and assigns, as shown on sheet 3 of this exhibit. Said easements shall carry with them the right to access to all utility lines and equipment installed therein in reasonable manner and at reasonable times for repair, replacement, enlargement alteration, addition, correction of such other servicing as may be necessary or proper.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 14th day of December 1966.

In the presence of:

FLA-MANGO, INC.,
A Florida Corporation

Mary C. Cordeiro

By: [Signature] (Seal)
President

Kay Kennedy

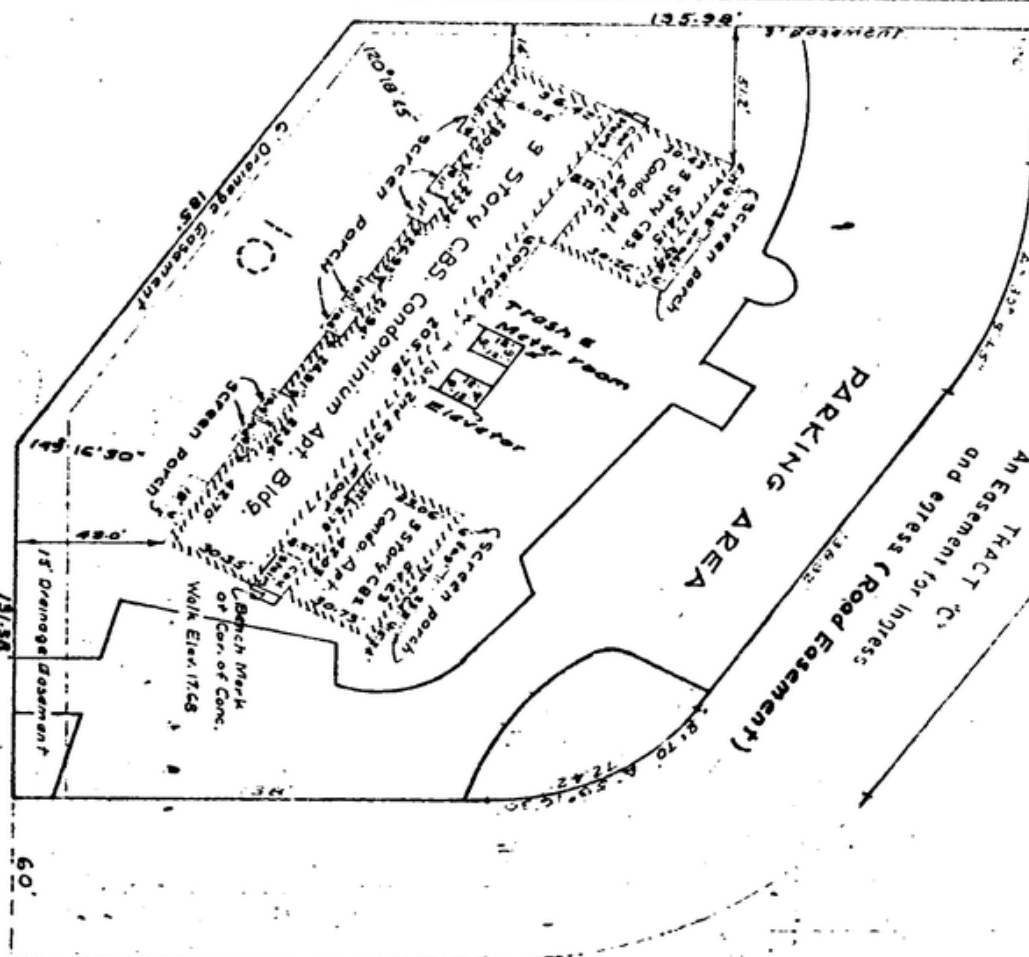
Attest: [Signature] (Seal)
Secretary

Sheet 2

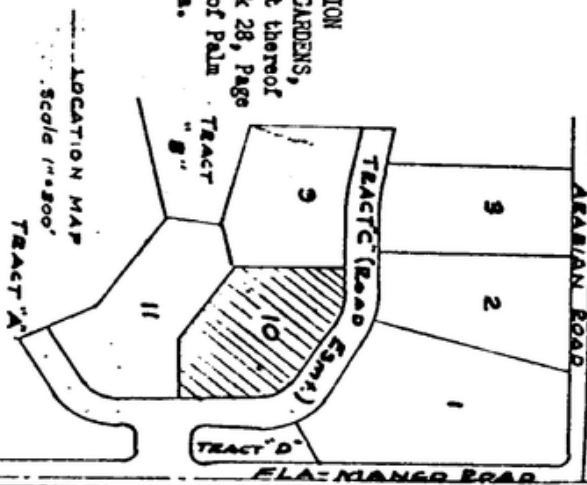
FLS1462 PAGE 424

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

NO. 10 LAKE CLARKE GARDENS CONDOMINIUM SURVEY FOR

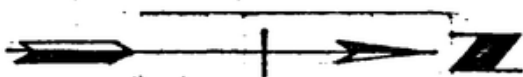


DESCRIPTION
Lot 10, LAKE CLARKE GARDENS,
ACCORDING to the plat thereof
recorded in Plat Book 28, Page
110, Public Records of Palm
Beach County, Florida.



I HEREBY CERTIFY that the plat shown hereon is
a true and correct representation of a survey
made under my direction, and that said survey
is accurate to the best of my knowledge and
belief, and there are no encroachments.

Wayland P. Hupp
Registered Land Surveyor
Fla. Certificate No. 1811



JAMES D. CARLTON, INC.
Revised

Scale 1" = 50'



Sheet 3

NO. 10 LAKE CLARKE GARDENS CONDOMINIUM

LOCATION OF COMMON ELEMENTS

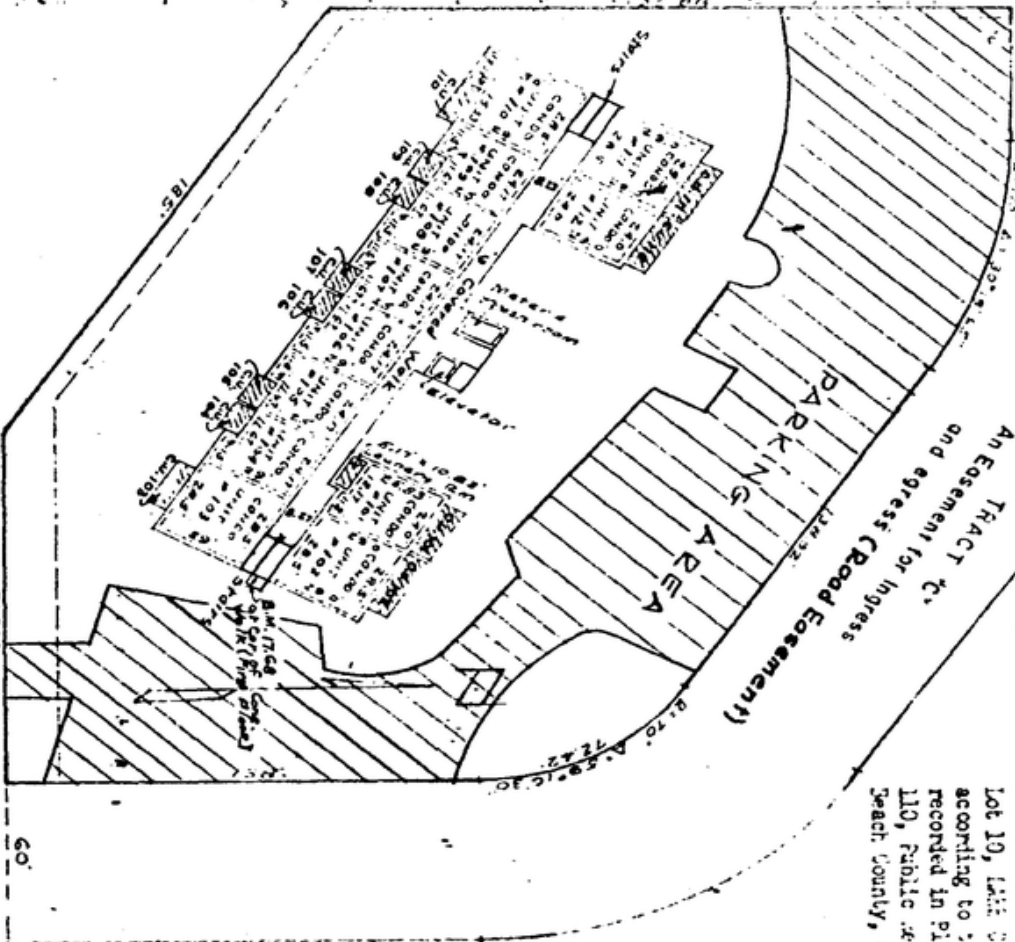
CONDOMINIUM UNIT

101 THRU 112

FIRST FLOOR

DESCRIPTION:

Lot 10, Lake Clarke Gardens, according to the plat thereof recorded in Plat Book 28, Page 110, Public Records of Palm Beach County, Florida



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

1. Each condominium unit consists of the space bounded by a vertical projection of the condominium unit boundary lines shown and by the horizontal planes at the floor and ceiling elevations noted below

2. The elevation of the BM, floor and ceiling are 3.00, 4.00, and Sea Level Datum and are expressed in feet.

3. The floor elevation of condominium Unit 101 thru 112 is 17.76

The ceiling elevation of condominium Unit 101 thru 112 is 25.03

4. All interior angles of condominium units are 90° unless otherwise noted.

5. LEGEND:

Boundary of Condominium Unit

Indicates Common Elements
Indicates Limited Common Elements

6. Parking areas are for use of Condominium Unit Owners and specific parking areas will be assigned by the Association.

7. All interior walls are 0.33'; Exterior walls are 0.67'.

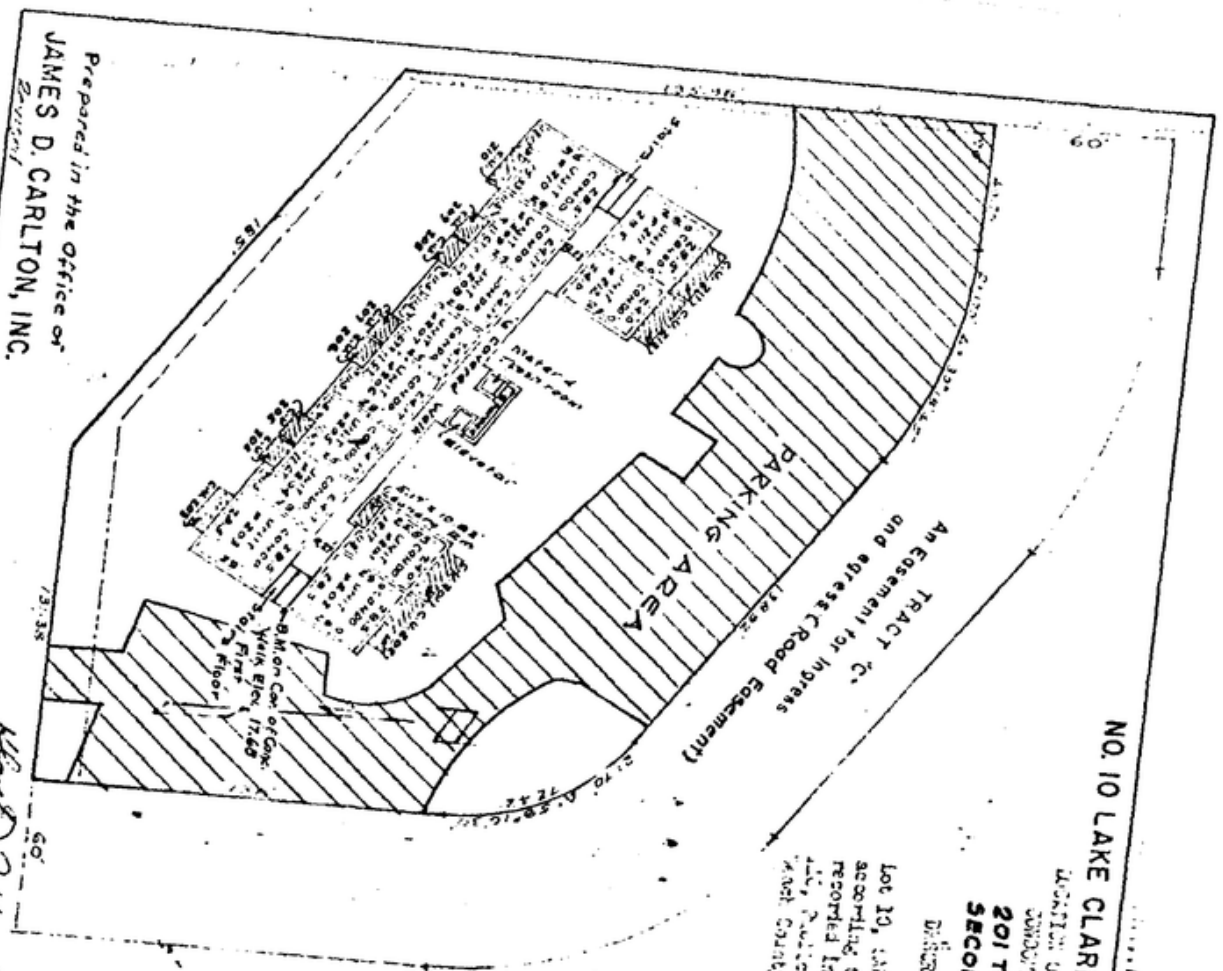
8. C.U. = Condominium Unit-Bench Mark
Scale 1"=50' Sheet 4

Prepared in the Office of
JAMES D. CARLTON, INC.
C.A. 1567

Walter P. Keady
Registered Land Surveyor
Fla. Certificate No. 1811

LOCATION OF OFFICE: 201 THRU 212
CONDO UNIT: 212
SECOND FLOOR
DESCRIPTION:

lot 10, 14th Main Cemetery,
according to the plat thereof,
recorded in plat book 49, page
416, Public Records of Alam
County, Florida



Prepared in the Office of
JAMES D. CARLTON, INC.
Lawyer

Walter D. Keady
Registered Land Surveyor
Fla. Certificate No. 1811

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

1. Each condominium unit consists of the space bounded by a vertical projection of the common-unit boundary lines shown and by the horizontal planes at the floor and ceiling elevations noted below.
 2. The elevation of the 1st floor and sea level shall be 0.00 feet, that in feet.
 3. The floor elevation of condominium Units 201 thru 212 is 26.34.
 4. The ceiling elevation of condominium Units 201 thru 212 is 34.37.
 5. All interior angles of condominium units are 90° unless otherwise noted.
5. LEGEND:
- ____ Boundary of Condominium Units
-  Indicates Common Elements
-  Indicates Limited Common Elements
6. Parking areas are for use of Condominium Unit Owners and specific parking areas will be assigned by the Association.
 7. All interior walls are 0.33'; exterior walls are 0.67'.
 8. C.U. = Condominium Unit; Bk = Bench Mark
- Scale 1" = 50'

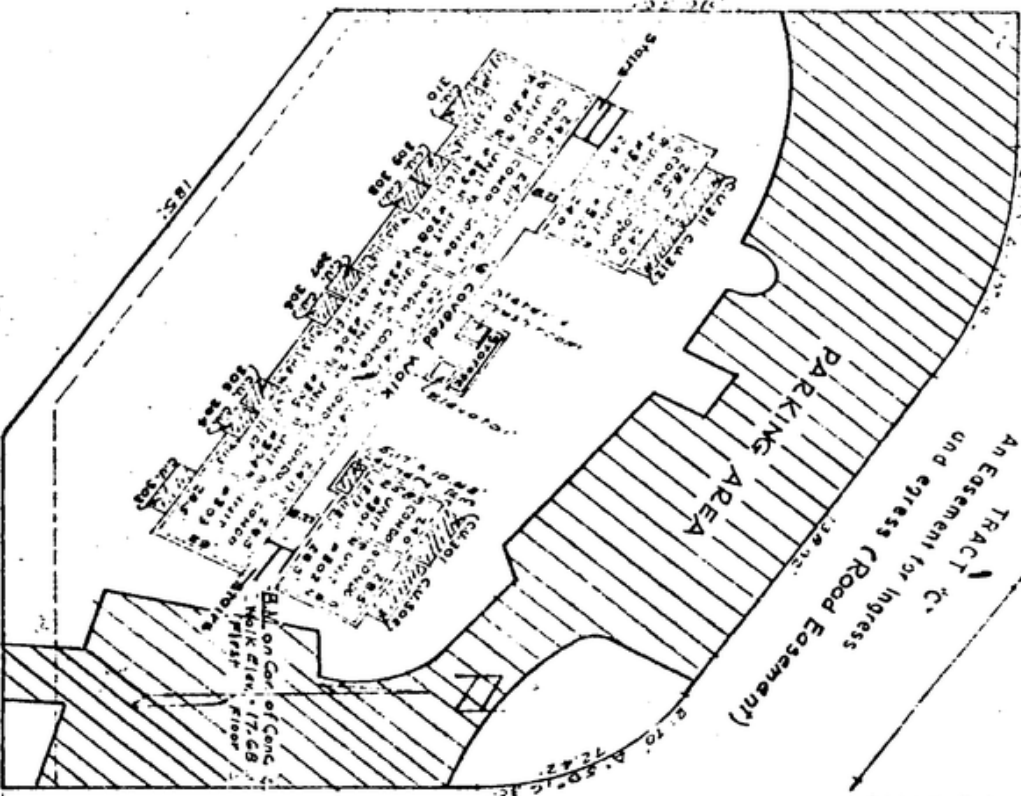
EXHIBIT #1

NO. 10 LAKE CLARKE GARDENS CONDOMINIUM

301 THRU 312
THIRD FLOOR

CONVEYANCE

LOT 10, LAKES CLARKE GARDENS,
according to the plat thereof
recorded in Plat Book 28, Page
100, Public Records of Palm
Beach County, Florida



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

1. Each condominium unit consists of
the space bounded by a vertical
projection of the condominium
unit boundary lines shown and by
the horizontal planes at the floor
and ceiling elevations noted below

2. The elevation of the BM, floor and
ceiling are 0.00, 0.00, and 0.00. Mean
Sea Level Datum and are expressed
in feet.

3. The floor elevation of condominium
units 301 thru 312 is 34.93

The ceiling elevation of condominium
units 301 thru 312 is 43.00

4. All interior angles of condominium
units are 90° unless otherwise
noted.

5. LEGEND:

Boundary of Condominium
Units
Indicates Common Elements
Indicates Limited Common
Elements

6. Parking Areas are for use of
Condominium Unit Owners and
specific parking areas will be
assigned by the Association.

7. All interior walls are 0.33';
Exterior walls are 0.57'.

8. C.U. Condominium Unit; BM Beach Mark
Scale 1"=50'

Recorded in Official Record Book
of Palm Beach County, Florida
JOHN B. DUNKLE
CLERK OF CIRCUIT COURT

1462 PAGE 428

Prepared in the Office of
JAMES D. CARLTON, INC.
Revised

Walter D. Harty
Registered Land Surveyor
Fla. Certificate No. 1811