

EXHIBIT "A"

ITEM # 1 Paragraph # 18 (g)

There shall be deposited and delivered to the association a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer, gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee. It is understood that no fee shall be charged in connection with a transfer or approval in excess of the expenditures reasonably required for the transfer expense, (maximum allowed by state law) and this expense shall not exceed ~~Fifty Dollars (\$50.00)~~. No charge shall be made in connection with an extension or renewal of a lease.

NOTE: Changes are in brackets, and replace those items crossed out.

ITEM # 2

This provision shall be an addition to Section 18(b) of the declaration of condominium for each phase, and shall be noted as the last paragraph to said section. All preceding paragraphs shall remain the same.

(b) Rental or lease. No Condominium Unit shall be leased, rented, or otherwise occupied by a person(s) in possession in exchange for any consideration unless the lessor has owned the actual Condominium Unit for a period in excess of three (3) years except as stated herein. This section shall not effect the sale or purchase of any Condominium Unit. Any owner of a Condominium Unit that is subject to a lease approved by the Association at the time this amendment is recorded in the public record will be permitted to continue leasing or otherwise renting the Condominium Unit as long as that owner holds title to the individual Condominium Unit. This exception shall not inure to future title holders of the property, including, but not limited to, heirs, assigns, subsequent purchasers or trusts. The purchaser of any Condominium Unit which is subject to a lease approved by the Association and is purchased after this amendment is recorded in the public records, shall be permitted to continue leasing the Condominium Unit to a party who is an existing party to the lease at the time the Condominium is purchased until such time as the Condominium Unit is no longer subject to a lease. The Board may allow the owner of a Condominium Unit to lease the unit under cases of extreme hardship, as determined by the Board, for periods not less than four (4) months and not greater than twelve (12) months. Any lease which is permitted by this section must be approved in writing by the Association prior to the lease taking effect. The Board of Directors shall have the right to require that a substantially uniform form of lease be used..

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DECLARATION OF CONDOMINIUM

FOR

CAMINO REAL VILLAGE I, A CONDOMINIUM

THIS INSTRUMENT PREPARED BY AND
SHOULD BE RETURNED TO: W/C #69

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DECLARATION OF CONDOMINIUM
OF
CAMINO REAL VILLAGES I, A CONDOMINIUM

SUNICE, INC., a Florida corporation, hereinafter called "Developer", for itself, its successors, grantees and assigns, being the owner of the fee simple title to the real property in Palm Beach County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Land"), hereby submits the Land and the improvements thereon in fee simple to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", in existence as of the date of the recording of this Declaration in the public records of Palm Beach County, Florida, upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth.

NOW, THEREFORE, Developer makes the following declarations:

1. STATEMENT OF PURPOSE. The purpose of this Declaration is to submit the Land and the improvements thereon to the condominium form of ownership and use in the manner provided in the Condominium Act. Except where variances permitted by law appear in this Declaration, in the exhibits attached hereto, or in lawful amendments to any of them, the provisions of the Condominium Act, as constituted on the date of the recording of this Declaration in the public records of Palm Beach County, Florida, including the definitions therein contained, are adopted and included herein by express reference. All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, and all exhibits hereto. Both the burdens imposed and the benefits provided shall run with each unit and the interests in common elements appurtenant thereto, as defined herein.

1.1. Name. The name by which this Condominium is to be known and identified is CAMINO REAL VILLAGE I, A CONDOMINIUM.

1.2. The Land. The legal description of the Land, which is hereby being submitted to condominium ownership, is attached hereto as Exhibit "A" and incorporated herein by reference.

2. DEFINITIONS. As used herein, in the exhibits attached hereto, and in all amendments hereto, unless the context requires otherwise:

2.1. Articles of Incorporation means the Articles of Incorporation of the Association, as amended.

2.2. 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.

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2.3. Association means CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, the entity responsible for the operation of this Condominium, except to the extent limited herein.

2.4. Association Documents means the Articles and By-Laws of the Association, as may be amended from time to time and any rules and regulations promulgated thereunder.

2.5. Board of Directors means the representative body responsible for the management of the property and business of the Association.

2.6. By-Laws means the By-Laws of the Association, as they may be amended from time to time.

2.7. Camino Real Village Development means and refers to the entire group of condominiums and/or any other type of residential property and improvements which the Master Developer, as said term is hereinafter defined, has or intends to construct within the Camino Real Village Planned Unit Development. The Camino Real Village Development is a planned development of the Master Developer and nothing contained herein shall be construed as making it obligatory upon SUNICE, INC. to construct any portion of said Camino Real Village Development other than as may be provided for herein.

2.8. Central System shall mean and collectively refer to a closed circuit television system, telecommunications system, master antenna system, community antenna system, and related ancillary services (which may include, among other items, security, medical, smoke and fire alert, and information retrieval), as well as the equipment (including, but not limited to, conduits, wires, amplifiers, towers, antennas, and related apparatus and electric equipment, both active and passive), as may be more particularly discussed in this Declaration.

2.9. Common Elements means the portions of the condominium property not included in the units.

2.10. Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium and includes, but is not limited to: the expenses of administration, maintenance, operation, repair and replacement of the common elements and of the portions of units to be maintained by the Association; management fees, taxes, special assessments and insurance for the common elements; other expenses declared to be common expenses herein and in the By-Laws; and any other valid charge against the Condominium as a whole.

2.11. Common Surplus means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues on account of the common elements, in excess of the amount of common expenses.

2.12. Condominium means all of the condominium property as a whole when the context so permits, as well as that form of ownership of real property

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which is comprised of units that may be owned by one or more persons, and in which there is appurtenant to each unit an undivided share in the common elements.

2.13. Condominium Act means Chapter 718, Florida Statutes, in existence as of the date of the recording of this Declaration in the public records of Palm Beach County, Florida.

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

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

2.16. Declaration or Declaration of Condominium means this instrument and all exhibits attached, as they may from time to time be amended.

2.17. Developer means SUNICE, INC., a Florida corporation, its successors and assigns, and whoever offers for sale condominium parcels created herein in the ordinary course of business; except the term shall not include any owner of a unit who has not acquired all the right, title and interest of SUNICE, INC., a Florida corporation, in the Condominium Property.

2.18. Institutional Mortgagee means a bank, bank holding company, trust company, or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Developer, its successors, grantees or assigns, agency of the United States Government, Federal National Mortgage Association, or Developer, its grantees, successors and assigns holding a first mortgage of public record on condominium property, or a vendor of a unit holding a purchase money mortgage of record on a unit.

2.19. Land means the real property in Palm Beach County, Florida, which is being submitted to condominium ownership and is more particularly described in Exhibit "A".

2.20. Limited Common Elements means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units, and for all purposes herein shall be treated as common elements as to the unit or units for which they are reserved.

2.21. Master Association means BOCA DEL MAR IMPROVEMENT ASSOCIATION, INC., a Florida not for profit corporation, and its successors and assigns, which shall operate in accordance with the terms and provisions of the Master Association Documents.

2.22. Master Association Documents means the Declaration of Restrictions relating to: PARCEL 63 BOCA DEL MAR recorded in Official Record Book 2253, Page

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216, Public Records of Palm Beach County, Florida, and any rules and regulations promulgated thereunder.

2.23. Master Developer means CAMINO REAL VILLAGE, a Joint Venture by and between Middlesex Development Corp., a California Corporation and B & S Ventures, Inc., a Florida corporation and its successors and assigns. Developer hereunder is not deemed to be the Master Developer, or a successor or assign of the Master Developer.

2.24. Special Assessment means a share of the funds required for payment of common expenses which are unbudgeted or for which insufficient provision is made in the budget, which may be assessed against the unit owners from time to time.

2.25. Unit means a part of the condominium property which is subject to exclusive ownership, to be used as a residence, as specified in this Declaration.

2.26. Unit Owner means the owner of a condominium parcel.

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

2.28. Effect of Definitions. The definitions provided in this Section 2 shall prevail as the context requires whether or not the defined terms are capitalized when used in this instrument.

3. PHASE CONDOMINIUM. This is a phase condominium as provided for in Section 718.403 of the Condominium Act. The Land which is submitted to Condominium ownership by this Declaration is Phase 1 of two (2) potential phases of the Condominium. The Developer, at its sole discretion, may add the additional phase or decide not to add the additional phase.

3.1. Phasing Plan. This Condominium contains Phases 1 and 2, and by the recording of this Declaration, Developer has submitted Phase 1 to Condominium ownership. Exhibit "B" to this Declaration contains the legal description of Phase 2 of this Condominium, which may be submitted to this Condominium by a subsequent amendment to this Declaration. Exhibit "C" to this Declaration includes a plot plan and survey of both phases. Phase 2 is not being submitted to condominium ownership by this Declaration, but its legal description is set out in and it is shown on the plot plan and survey in order to meet the requirements of Section 718.403 of the Condominium Act. However, Phase 2 may be added, if at all, to this Condominium pursuant to the terms of this Declaration provided, however, that Phase 2 of this Condominium must be added, if at all, within six (6) years from the date of recording of this Declaration.

3.2. Units. Phase 1 shall contain a maximum number of 32 units and Phase 2 will contain a maximum number of 32 units. The types of units in this Condominium shall be as follows:

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"A" designations are two (2) bedroom, two (2) bath units, and may be referred to as such or as Type A or "A" as the case may be.

"B" designations are two (2) bedroom, two (2) bath units, and may be referred to as such or as Type B or "B" as the case may be.

"C" designations are three (3) bedroom, two and one-half (2 1/2) bath units, and may be referred to as such or Type C or "C" as the case may be.

3.3. Percentage Ownership of Common Elements. If Phase 2 is submitted to this Condominium, each unit owner's proportion or percentage of ownership in the common elements and manner of sharing common elements and owning common surplus shall be reallocated, in accordance with Exhibit "D" to this Declaration. The basis for allocating percentage of ownership in the common elements and common surplus, and the manner of sharing common expenses among units in phases added to the Condominium shall be the same for each unit, and shall be the same as the basis for allocation made among units submitted to condominium ownership by this Declaration. The basis for such allocation has been determined based upon a fraction, the numerator of which is 1 and the denominator of which shall equal the number of units in all of the Phases submitted to condominium ownership as part of this Condominium. The undivided interests of all unit owners in the Condominium at all times shall equal One Hundred Percent (100%).

3.4. Membership Vote and Ownership of Condominium Association. Each unit in the Condominium, regardless of the number of units, shall have one (1) vote and equal membership in the Association. Thus, if Phase 2 is added to the Condominium, the total number of votes in the Association shall be adjusted by adding one (1) vote for each unit added to the Condominium.

3.5. No Time-Share Estates. No time-share estates shall be created with respect to any unit in any Phase.

3.6. Notice to Owners. The Developer, as required by Section 718.403 of the Condominium Act, shall notify existing unit owners of the commencement of, or the decision not to add, the additional phase. Notice shall be by certified mail, addressed to each unit owner at the address of the unit or at the unit owner's last known address.

3.7. Ownership of Common Elements. If Phase 2 is built and submitted to this Condominium, the units which are built and submitted to this Condominium shall own One Hundred Percent (100%) of the Common Elements of this Condominium.

3.8. Discretion of Developer. The Developer shall have the absolute discretion to determine whether to add Phase 2 to this Condominium. If Phase 2 is not added to this Condominium, the Developer and its successors and assigns shall be entitled to hold, develop, sell and otherwise own such property free of any restrictions, reservation, easement or encumbrance contained in this Declaration.

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3.9. Rights of Developer. Developer reserves the right to alter the design, boundaries, configuration and arrangements of all buildings and/or units in this Condominium in the following manner: (a) the floor plans of units may be reversed; (b) units may contain rooms that are converted to or from bedrooms; (c) the boundaries of the Phases may be altered, but such alteration shall not result in a significant reduction in the square footage of the Phase so altered; (d) the location of the buildings may be moved in any direction, but not more than one hundred (100) feet in any direction; (e) the numbering of units may be changed; and (f) in any other method reserved to the Developer under this Declaration. In addition, Developer may make non-material changes to the legal description of the additional Phase notwithstanding anything to the contrary contained herein. Alterations described in this Paragraph shall be accomplished by an amendment to this Declaration which need only be executed by Developer, without the consent, joinder or approval of any other person.

3.10. Amendment Adding Additional Phase. The Amendments adding Phase 2 shall meet the requirements of Sections 718.403 and 718.104(4)(e) of the Condominium Act. Notwithstanding anything to the contrary contained herein, only the Developer need execute an amendment adding the additional Phase.

4. CONDOMINIUM AS A PART OF CAMINO REAL VILLAGE DEVELOPMENT.

4.1. Camino Real Village Development. This Condominium is a part of the Camino Real Village Development. It is the express intent of Developer that this Condominium be an integral part of and subject to, the general scheme of restrictions and uniform scheme of development effective and enforceable as to Camino Real Village. Unit Owners within the Condominium shall be members of the Master Association, and shall have voting, use and other rights in accordance with the Master Association Documents and shall be subject to assessment rights, lien rights, and other rights in accordance with the Master Association Documents.

4.2. Covenants. Each Unit Owner, his heirs, successors and assigns, by their acceptance of the Deeds to their individual units, individually and collectively agree to abide by all the rules and regulations of the Boca Del Mar Improvement Association and the terms and conditions of that certain Declaration of Restrictions recorded in Official Record Book 2253, Page 216, Public Records of Palm Beach County, Florida, as may be amended from time to time. All unit owners shall automatically become members of the Boca Del Mar Improvement Association upon acceptance of their deeds to their individual units. Each Unit Owner, his heirs, successors and assigns, shall be bound by the Association Documents, this Declaration, respectively, any amendments thereto, and any rules promulgated thereunder, to the same extent and effect as if he had executed such documents for the purposes therein expressed, including but not limited to:

- (a) Subjecting all of his right, title and interest in his unit and tangible personal property therein to the lien rights granted to the Association in the Association Documents.

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(b) Adopting, ratifying, confirming and consenting to the execution of such documents by all of the necessary parties thereto.

(c) Covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by unit owners as provided in such documents.

(d) Ratifying, confirming and approving each and every provision of such documents, and acknowledging that all of the terms and provisions thereof are reasonable.

(e) Agreeing to the right of the persons designated in such documents to use the facilities referred to therein, as set forth and specified in such documents, and there shall be no such right of use unless specifically provided for therein, unless otherwise required by law.

5. DEVELOPMENT PLAN AND IDENTIFICATION OF UNITS. The property hereby submitted to condominium ownership consists of the Land, all easement and rights appurtenant thereto, and the buildings and other improvements constructed thereon, comprising in total, units, common elements, and limited common elements. The principal improvements to the Land consist of one (1), four-story building in which units are located, and parking areas. Phase I of this Condominium, which is located on the Land, contains thirty-two (32) units.

5.1. Designation of Units. Each unit is designated by a combination of a three (3) digit number and a single letter. The first digit represents the floor upon which the unit is located and the letter indicates whether the unit is in the east building (Phase I) or the west building (Phase II). The identification, type and location of each unit can be established from Exhibit "C" to this Declaration. No unit bears the same designation as any other unit.

5.2. Unit Boundaries. Each unit owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floor and ceilings surrounding his unit, nor shall the unit owner be deemed to own the pipes, wires, conduits or other utility lines running through said unit and serving more than one (1) unit, which items are hereby made a part of the common elements. A unit owner, however, shall be deemed to own the interior walls, partitions and decorative columns contained within the boundaries of a unit as described below (except weight-bearing columns and structures as may be contained within the unit which shall be common elements of this Condominium, 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 and similar items. Each unit shall include that part of the building containing the unit which lies within the horizontal and perimetrical boundaries of the unit whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations, which boundaries are intended to be as follows and determined in the following manner:

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(a) The upper boundary shall be the horizontal plane of the interior surfaces or underside of the of the finished, undecorated ceiling and all portions of the structural ceiling of the unit as extended to the planar intersection with the perimetrical boundaries of the unit.

(b) The lower boundary shall be the horizontal plane of the interior surfaces or upper side of the finished, undecorated concrete floor of the unit as extended to the planar intersection with the perimetrical boundaries of the unit.

(c) The perimetrical boundaries of the unit shall be the vertical planes of the finished, undecorated interior perimeter walls bounding the unit, extended to planar intersections with each other and with the upper and lower boundaries of the unit. Where there is attached to the building a terrace or balcony, the perimetrical boundaries shall be extended to include the same.

(d) No part of the nonstructural interior walls of a unit shall be considered a boundary of the unit.

(e) Where there are apertures in any boundary, including, but not limited to, windows, doors, and sliding glass doors (if any), such boundaries shall be extended to include the undecorated, unfinished interior surfaces of such apertures, including all framework thereof. The screens (if any) around the porches, all materials covering openings in the exterior walls of a unit, all glass contained in windows and sliding glass doors (if any), and all framings and casings therefor, shall be included within the boundaries or perimeters and considered as part of the unit exclusively served by such items.

6. COMMON ELEMENTS. The common elements as shown and located on Exhibit "C" attached hereto include:

(a) The ventilation chases, plumbing chases, and structural elements with the units;

(b) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements;

(c) An easement of support in every portion of a unit which contributes to the support of the building;

(d) Installations for the furnishing of utility and other services to more than one unit or to the common elements or to a unit other than the unit containing the installation;

(e) The walkways;

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- (f) The condominium property which is not included with the units.
- (g) The stairways and entryways serving second, third and fourth floor units, all as shown on Exhibit "C" to this Declaration.

7. LIMITED COMMON ELEMENTS. Those areas reserved for the use of a certain unit or units to the exclusion of other units are designated as limited common elements, and are shown and located on Exhibit "C" attached hereto. The limited common elements include the parking areas and air conditioning and heating equipment servicing a unit and located outside of that unit, including roof-top or ground level compressors, and any air conditioning ducts located outside the unit served.

7.1. Responsibility of Unit Owners. The unit owner who has the right to the exclusive use of a limited common element shall be responsible, at this own cost and expense, for the maintenance, care and preservation of the limited common element, with the exception of the parking areas which shall be maintained, repaired and/or replaced at the expense of the Association in the manner provided in Section 7.2 hereof.

7.2. Responsibility of Association. Except as provided in 7.1 above and elsewhere provided herein, any expense for the maintenance, repair or replacement relating to common elements shall be treated and paid for as a part of the common expenses of the Association. However, should any maintenance, repair or replacement be caused by negligence or misuse by a Unit Owner, his family guests, employees, and licensees, he shall be responsible therefor, and the Association shall have the right to collect such expenses, together with reasonable attorneys' fees and court costs, from the responsible Unit Owner, however, the Association shall not have the right to levy an assessment against the Unit Owner's unit for said expenses.

8. SURVEY, SITE PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS. Attached hereto as Exhibit "C" is a survey of the land, graphic descriptions of the improvements in which units are located, a Plot Plan locating the common elements and limited common elements, and floor plans and cross sections of the units in the Condominium. Also included as part of Exhibit "C" is a Survey and Plot Plan of Phase 2 of this Condominium, which is not being submitted to this Condominium by inclusion within Exhibit "C".

8.1. Surveyor's Certificate. Attached hereto as part of Exhibit "C" and incorporated herein by reference is a certificate of a surveyor authorized to practice in Florida certifying that the construction of the improvements with Phase 1 of this Condominium is substantially complete so that Exhibit "C", together with the provisions of this Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements in Phase 1 and that the identification, location and dimensions of the common elements, limited common elements and of each unit in Phase 1 can be determined from these materials.

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8.2. Alteration of Unit Plans. Developer, without approval of other unit owners, reserves the right to change the interior design and arrangements of all units owned by the Developer, and to alter those boundaries between the units, so long as Developer owns the units so altered. No such alteration shall increase the number of units, nor alter the boundaries of the common elements, without amendment of this Declaration. If more than one Developer owned unit is concerned, Developer shall apportion between the units the shares in the common elements which are appurtenant to the units concerned without affecting any non-developer owned units.

8.3. Amendment of Declaration. The amendment of this Declaration reflecting the authorized alteration of plans by Developer as described in Paragraph 8.2 must be signed and acknowledged only by Developer. The amendment need not be approved by the Association, mortgagees, or by other unit owners or lienors, whether or not elsewhere required for an amendment to this Declaration.

9. POSSESSION AND ENJOYMENT OF CONDOMINIUM PARCELS AND APPURTENANCES.

9.1. Condominium Parcels. Each condominium parcel is a separate parcel of real property, the ownership of which shall be in fee simple absolute. Each condominium parcel includes the unit, the undivided share of the common elements which is appurtenant to that unit, and the interest of the unit in the limited common elements appurtenant thereto.

9.2. Appurtenances. There shall pass with each unit as appurtenances thereto, the following:

- (a) An undivided share in the common elements;
- (b) An undivided share in the common surplus;
- (c) An exclusive easement for the use of air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time;
- (d) Membership of each unit owner in the Association with the voting rights appertaining thereto as set forth in subparagraph 15.2 hereof and the interests of each unit in the funds and assets held by the Association;
- (e) The right to use all of the common elements for their intended purposes, subject to the provisions of this Declaration, the By-Laws, and such reasonable rules and regulations as may from time to time be established by the Association; but no such use shall hinder or encroach upon the lawful rights of other unit owners;

10. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. The undivided share in the common elements and limited common

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elements which is appurtenant to a unit shall not be separated therefrom and shall automatically pass with the title to the unit, whether or not separately described in the deed of conveyance.

(a) A share in the common elements and limited common elements appurtenant to a unit may not be conveyed or encumbered except together with the unit.

(b) The shares in the common elements and limited common elements appurtenant to the units shall remain undivided, and no action for partition of the common elements or limited common elements shall lie.

11. OWNERSHIP OF COMMON ELEMENTS AND SHARING OF COMMON EXPENSES AND COMMON SURPLUS. The undivided share in the common elements appurtenant to each unit and the manner of sharing common expenses and of owning common surplus attributable to each unit is shown on Exhibit "D" to this Declaration. The total of all fractional shares shall always equal one (1). The respective undivided interests as set forth in Exhibit "D" have been carefully established, giving effect to numerous criteria, and cannot be changed, altered or amended except as provided in the Declaration or the Condominium Act. The undivided fractional share will change as described in Exhibit "D" if an additional Phase is added to the Condominium.

12. TAX ASSESSMENT. 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 the unit shall be equal to the fractional share of the value of the entire Condominium, including land and improvements, as has been assigned to the unit as its undivided share of the common elements by this Declaration. The total of all of the fractional shares equal one hundred percent (100%) of the value of all of the land and improvements thereon.

13. EASEMENTS. The following easements are hereby granted:

13.1. Easements for Unintentional Encroachments. Perpetual easements are granted and reserved for encroachments presently existing or which may hereafter be caused by settlement or movement of the buildings or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If any part of the condominium property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for the encroachments and the maintenance thereof shall exist.

13.2. Utility Easements. Easements are reserved under, through and over the Condominium Property as may be required for utility service in order to serve the Condominium adequately; provided, however, such easements running through a unit shall only be according to the plans and specifications for the unit's building, or as such building is constructed, unless approved in writing by the unit owner. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility services using these easements. The Board

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of Directors of the Association or its designee shall have a right of access to each unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and common elements contained in the unit or elsewhere in the Condominium Property and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall be exercised by the Association in accordance with Florida Condominium law.

13.3. Ingress and Egress. A nonexclusive easement is hereby granted for ingress and egress for pedestrian and vehicular traffic over, through and across streets, walks, other rights of way, and such other portions of the common elements as may from time to time be designated for such uses and purposes, serving the units, for the use and benefit of the unit owners, their families and invitees, in obtaining reasonable access from the unit to the abutting public way. Such easements for ingress and egress shall not be encumbered by leasehold or lien, other than those encumbering condominium parcels.

13.4. Perpetual Non-Exclusive Easement. The common elements are hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the unit owners in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the provision of services for the benefit of all units. The common elements are also subject to a perpetual non-exclusive easement in favor of employees and agents of the Association and of any management entity contracted by the Association in order that such employees and agents may carry out their duties.

13.5. Easements Set Forth in Public Records. The common elements are subject to the reservations, restrictions and easements of record.

13.6. Additional Easements. Developer reserves the right, prior to its transfer of the last unit of this Condominium and without the consent or approval of the Association or the unit owners being required, to grant such additional easements or to relocate existing easements in any portion of the Condominium property as the Developer shall deem necessary or desirable for the proper operation and maintenance of the Condominium property, or any portion thereof, or for the general health and welfare of the unit owners, provided such additional easements or relocation of existing easements will not prevent or unreasonably interfere with the use or enjoyment of the unit owners and the Condominium property will not be structurally weakened thereby. After the Developer transfers the last unit which it owns within the Condominium and after Developer no longer has the right to add any additional Phase to the Condominium, the rights of Developer pursuant to this Paragraph 13.6 shall inure to the Association during the remainder of the term of this Declaration.

13.7. Construction of Improvements. An easement is hereby granted to Developer and Institutional Mortgagees, their agents, servants, employees and contractors, over, through and across such portions of the common elements as may from time to time be necessary for construction operations in conjunction with the development and sales of this Condominium.

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14. AUTOMOBILE PARKING. Portions of the condominium property contain various parking areas, the locations of which are shown on Exhibit "C" to this Declaration. Parking spaces shall be limited common elements as shown on Exhibit "C". As each condominium unit is purchased, the Developer shall assign in writing to each unit one parking space hereinafter referred to as an "Assigned Parking Space". Once a parking space is assigned by the Developer then said parking space shall be deemed an appurtenance to said condominium unit to which it was assigned, and such parking space may not thereafter be separately conveyed, hypothecated, transferred, encumbered, or otherwise dealt with and title thereto shall pass only with title to the unit to which it is appurtenant, subject to the provisions hereinafter set forth. All unassigned parking spaces are hereby deemed to be common parking spaces for the purpose of accommodating guests, employees, servants, visitors, and parking for other automobiles. Notwithstanding anything to the contrary contained herein, a unit owner upon written request may exchange his assigned parking space for an unassigned parking space provided that either the Developer or the Board of Directors of the Association approve same in writing. In the event of the foregoing, the original assigned parking space shall be deemed an unassigned parking space and conversely, the subject unassigned parking space shall be deemed as an assigned parking space and an appurtenance to said condominium unit to which it was subsequently assigned. The Developer may in its sole discretion partition off in any manner whatsoever, separate parking spaces, including, but not limited to, using partial walls or screening, hedges or shrubbery, garages or carports. A unit owner for his particular assigned parking space is prohibited from exercising any of the rights of the Developer in the preceding sentence unless he obtains the prior written consent of the Association. No parking space shall bear the same identifying number as any other. Parking spaces may be paved or unpaved at the sole discretion of the Developer. Developer, in its sole discretion will control the assignment of parking spaces and any changes in assignment during the entire period of time it is engaged in the construction and sale of property within the Camino Real Village Development. No signs or other designations which would appear to indicate reserved parking spaces, unit numbers, names or other designations may be placed upon any of the parking spaces by anyone other than the Developer, or its specifically appointed agents, during the time the Developer is engaged in the sale or construction of property within the Camino Real Village Development. The decision to add improvements to the parking areas, such as covered parking spaces shall be left to the sole discretion of the Developer.

15. MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS.

15.1 Membership. Every owner of a unit, whether he has acquired title by purchase from Developer, Developer's grantees, successors or assigns, or by gift, conveyance or operation of law, is bound to and hereby agrees that he shall accept membership in the Association and does hereby agree to be bound by this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and the rules and regulations enacted pursuant thereto, and the provisions and requirements of the Condominium Act and lawful amendments thereto. Membership is required upon acquisition of a unit and may not be transferred

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apart and separate from a transfer of the ownership of the unit. Membership shall automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

15.2 Voting Rights. There shall be one person with respect to each unit who shall be entitled to vote at any meeting of the unit owners. Such person is hereafter referred to as a voting member. If a unit is owned by more than one individual, the owners of said unit shall designate one of them as the voting member. If a unit is owned by a corporation, the Board of Directors of the Corporation by duly passed resolution shall designate one of its officers or employees as the voting member. If a unit is owned by a partnership, all of the partners by an appropriate resolution shall designate one of the partners as the voting member. If a unit is owned by more than one trustee, all of the trustees shall designate one of the trustees as the voting member. The By-Laws of the Association shall govern the procedures to follow in designating an individual as the voting member of the unit. If one individual owns more than one unit, he shall have as many votes as the number of units that he owns. The vote of a unit is not divisible.

16. THE ASSOCIATION. The operation of the condominium property shall be by the CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation. The Association shall have all of the powers and duties granted to or imposed upon it by this Declaration, the Articles of Incorporation, and the By-Laws of the Association. Copies of the Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits "E" and "F", respectively, and incorporated herein by reference.

16.1. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be repaired and maintained by the Association or caused by the elements or other unit owners or persons.

16.2. Notice of Contingent Liability. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability, and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

16.3. Control of the Association.

16.3.1. The Developer, its grantees, successors or assigns, shall have the right for periods of time hereinafter provided to appoint Directors of the Association as follows:

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(a) Until the time that Developer has closed the sale of fifteen percent (15%) of the units in all proposed phases of the Condominium, Developer may appoint all members of the Board of Directors.

(b) When unit owners other than Developer own fifteen percent (15%) or more of the units in all proposed phases of the Condominium, the unit owners other than Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors.

(c) Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors when the first of the following occurs:

(1) Three (3) years after the Developer has closed the sale of fifty percent (50%) of the units in all proposed phases of the Condominium; or

(2) Three (3) months after the Developer has closed the sale of ninety percent (90%) of the units in all proposed phases of the Condominium; or

(3) When all of the units in all proposed phases of the Condominium have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(5) Seven (7) years after recordation of the declaration of condominium; or

(6) When Developer elects to terminate its control of the Association.

16.3.2. Within sixty (60) days after the occurrence of any of said events, a special meeting for the purpose of electing interim Directors will be held upon due and proper notice being given to all unit owners in accordance with applicable law and the By-Laws of the Association. The interim election and all subsequent elections shall take place in accordance with the procedures set forth in the By-Laws as applicable to regular meetings. An employee or an agent of a business entity owner, such as Developer, shall be eligible to serve as a Director of the Association. Developer shall be entitled to elect at least one member of the Board of Directors of the Association so long as Developer holds at least

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five percent (5%) of the units in the Condominium for sale in the ordinary course of business.

16.4. Agreements. The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as such person, firm or corporation shall agree upon, subject to the provisions of the Condominium Act. In addition, the Association may enter into other contracts concerning the operation of maintenance of the Condominium Property. When unit owners other than the Developer have assumed control of the Condominium Association or own not less than seventy-five percent (75%) of the units in the Condominium, the unit owners other than the Developer may cancel any such management agreement by a seventy-five percent (75%) vote pursuant to §718.302(1) of the Condominium Act and they may cancel any other contract concerning the operation or maintenance of the Condominium Property previously entered into by the Association by a seventy-five percent (75%) vote. Notwithstanding anything to the contrary contained herein, the unit owners shall have no right to cancel the Declaration of Restrictions except pursuant to the terms thereof.

16.5. Availability of Documents. The Association shall make available for inspection, upon request during normal business hours or under other reasonable circumstances, to unit owners, institutional mortgagees, guarantors or insurers of any first mortgage affecting a unit, current copies of this Declaration, the By-Laws of the Association, and all other books, records, and financial statement of the Association.

17. BY-LAWS. The operation of the Condominium shall be governed by the By-Laws of the Association, attached hereto as Exhibit "F" and incorporated herein by reference. No modification of or amendment to the By-Laws shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. No amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage held by an Institutional Mortgagee covering any condominium parcel without the consent of the Institutional Mortgagee. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or title to the condominium parcels.

18. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property and restrictions upon alterations and improvements thereof shall be as follows:

18.1. Common Elements.

(a) The maintenance and operation of the common elements shall be the responsibility of the Association and shall be a common expense.

(b) There shall be no material alteration or further substantial improvements of common elements without prior approval, in writing, by

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record owners of seventy-five percent (75%) of all units; provided, however, the Developer may make such alterations or improvements to the common elements as it sees fit so long as it owns any unit within the Condominium and/or so long as it may add additional phases to the Condominium. The cost of an alteration of improvement approved by seventy-five percent (75%) of all units may be a special assessment.

18.2. Units and Limited Common Elements.

(a) The Association shall maintain, repair and replace as a common expense:

(1) All portions of a unit contributing to the support of a building, which portions shall include, but not be limited to, the outside walls of the building, all fixtures on the exterior thereof, boundary walls of a unit, floor slabs, and loadbearing walls, but shall not include screening, windows, doors, glass, all framings and casings for glass, exterior doors and screening and interior surfaces of walls, ceilings and floors;

(2) All conduits, plumbing (but not plumbing fixtures), wiring and other facilities for the furnishing of utility services which are contained in a unit but which service all or parts of the building other than the unit within which contained;

(3) Ventilation and plumbing chases that are common elements;

(4) The stairways, entryways, and driveways which are limited common elements appurtenant to the units;

(5) All incidental damage caused to a unit by such work shall be promptly repaired by the Association; and

(6) All portions of the Condominium property designated as parking areas on Exhibit "C".

(b) The responsibility of the unit owner shall include:

(1) Maintaining, repairing and replacing, at his sole and personal expense, all portions of his unit and those portions of the limited common elements appurtenant thereto (other than parking areas) which are listed in this subparagraph 18.2(b), including but not limited to the following: all doors, windows, glass, screens, and all framing and casings therefor, air-conditioning and heating equipment, including but not limited to condensers, compressors and evaporators whether located within and/or outside of the unit; refrigerators, dishwashers, disposals, washers and dryers, ranges, ovens, other appliances, drains,

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plumbing fixtures and connections, and interior surfaces of all walls, including boundary and exterior walls, floors and ceilings;

(2) Refraining from painting or otherwise decorating or changing the appearance of any portion of the exterior of the condominium building or balconies including, but not limited to, balcony floor coverings and enclosures, screening, windows, window coverings, and exterior doors, without the written approval of the Association;

(3) Reporting promptly to the Association any defect or need for repairs, the responsibility for which is that of the Association.

18.3. Enforcement of Maintenance. In the event the owner of a unit fails to maintain the property as required above, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions. The Association, its employees or agents, shall have the right to enter the unit for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

18.4. Alteration and Improvement. Except as herein reserved to Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit or building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would jeopardize the safety or soundness of the unit or building without first obtaining approval in writing of owners of all other units in the building and of the Board of Directors of the Association. A copy of plans for all of such work, prepared by an architect licensed to practice in Florida, shall be filed with the Association prior to the granting of such approval and the start of such work.

18.5. Association's Rights of Access. The Association shall have the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or any portion of a unit to be maintained by the Association as provided herein, or as necessary to prevent damage to the common elements or to a unit or units.

18.6. Proviso: By the Developer. The foregoing restrictions of this Section 18 shall not apply to units owned by the Developer. Any amendment of this Declaration relating to this subparagraph 18.6 need be signed and acknowledged only by the Developer, and need not be approved by the Condominium Association, any unit owners, or any lienors or mortgagees whether or not elsewhere required for an amendment. For so long as the Developer owns an interest in, or owns any mortgage against, any unit and/or has the right to add additional phases to this Condominium, the provisions of this subparagraph 18.6 may not be added to, amended or deleted without the prior written consent of the Developer.

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19. ASSESSMENTS. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses to the extent maintained by, contracted for, or the responsibility of the Association. A unit owner, regardless of how title is acquired, shall be personally liable for all assessments coming due while he is the owner of a unit. In a conveyance other than a foreclosure sale or a deed in lieu of foreclosure concerning an Institutional Mortgagee, the grantee shall be jointly and severally liable with the grantor for all unpaid expenses up to the time of such conveyance. A lease of a unit by a unit owner will not abrogate the unit owner's liability for maintenance assessments.

19.1. No Avoidance By Waiver of Use. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or services, or by abandonment of the unit for which the assessment was made.

19.2. Interest On Default. Assessments and installments thereon, not paid when due, shall bear interest from the date when due until paid at the highest rate allowed in Florida which is not then usurious. In the event any unit owner shall be more than thirty (30) days delinquent in the payment of any assessment, the Board of Directors, at its discretion, may upon seven (7) days written notice to the unit owner, declare due and payable all assessments applicable to such unit for the fiscal year of the Association in which the delinquency occurs.

19.3. Lien For Unpaid Assessments. The Association shall have a lien on each condominium parcel and all tangible personal property located within the parcel for the amount of any unpaid assessments, and interest thereon, until such assessments are paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien, including fees incurred in connection with any appellate or bankruptcy proceedings arising out of any suit for collection or enforcement, and further including the costs of collection. Such liens shall be executed and recorded in the Public Records of Palm Beach County, Florida, in the manner provided by the Condominium Act, but such liens shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing a lien, and may settle and compromise same if in the best interest of the Association. The lien shall be effective in the manner provided by the Condominium Act and shall have the priorities established by the Act.

19.4. Foreclosure of Lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Condominium Act. The Association may, at any sale, bid in the sale and apply as a cash credit against its bid all sums owing to the Association which are covered by the lien being enforced.

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19.5. Liability of Institutional Mortgagees. If an Institutional Mortgagee obtains title to a condominium parcel as a result of foreclosure of a first mortgage, or as a result of a deed or other arrangement in lieu of foreclosure of a first mortgage, the Institutional Mortgagee, its successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel applicable to the time prior to acquisition of title as a result of the foreclosure or deed or other arrangement in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that was recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer of title, and his successors and assigns. No other sale or transfer shall relieve any unit from liability for any assessments due, nor from the lien of any such subsequent assessment. The written statement of the Association that the lien is subordinate to the institutional mortgage or that the unit is not subject to the assessment shall be dispositive of any questions pertaining thereto.

19.6. No Abridgement of Rights of Institutional Mortgagees. Nothing herein shall abridge or limit the rights or responsibilities of an Institutional Mortgagee of a unit, as set out herein or in the statutes providing for such rights and responsibilities.

19.7. Budget. The Board of Directors of the Association shall approve the annual budget for the Condominium in advance for each fiscal year, which budget shall be in the form prescribed in the By-Laws of the Association.

20. LIENS. With the exception of liens which may result from the construction of the Condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

20.1. Consent of Unit Owners. Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit or to limited common elements which he has the responsibility to maintain, such labor or materials may not be the basis for the filing of a lien against the unit or against limited common elements which he has the responsibility to maintain. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon unless such labor performed or materials furnished was authorized by the Association, in which event same shall be deemed to have been performed or furnished with the express consent of each unit owner and may be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

20.2. Partial Release of Lien. In the event a lien against two or more condominium parcels becomes effective, each owner thereof may release his condominium parcel from the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment, the lienor shall release the lien of record for that condominium parcel.

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21. USE AND OCCUPANCY RESTRICTIONS. The use of the Condominium Property shall be in accordance with the following provisions as the Condominium exists:

21.1. Units.

(a) Each unit shall be used as a residence only, except as otherwise herein expressly provided. A unit may be occupied only by the following persons, and such persons' spouse, parents, parents-in-law, children, grandchildren and guests; (i) the unit owner or an approved lessee or sublessee; (ii) employees, officers, directors, or shareholders of the unit owner or of an approved lessee or sublessee (subject to subparagraph 21.1(b) below); (iii) persons owning an interest in the unit owner or in an approved lessee or sublessee (subject to subparagraph 21.1(b) below); (iv) a fiduciary unit owner or an approved fiduciary lessee or sublessee or his beneficiaries subject to subparagraph 21.1(b) below). The Board of Directors of the Association, in special situations, shall have the power to authorize occupancy of a unit by persons in addition to those set forth above. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom.

(b) In the event that a unit is owned by an entity or is owned pursuant to a form of multiple ownership involving more than three (3) legal or beneficial owners, such entity or multiple owners shall designate no more than three (3) occupants each year to the Association who will be entitled to utilize the Condominium Property as a unit owner. Each occupant shall be subject to the same rules, regulations, and restrictions, as are unit owners. Furthermore, each occupancy must be approved as a purchaser of a unit pursuant to Section 22 of this Declaration.

(c) No unit shall be occupied by servants or guests in the unit owner's absence, unless prior written approval is obtained from the Association.

21.2. Leasing of Units. No portion of a unit other than an entire unit may be leased. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease without any liability to the Association upon default by the tenant in observing any of the provisions of the Condominium Documents, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. No lease for a unit shall be approved for a term of less than one (1) continuous month, nor shall a unit be leased more than three (3) times during a calendar year. The Association has the authority to require that a unit owner wishing to rent his unit deposit into an escrow account (maintained by the Association) a security deposit in an amount not to exceed the equivalent of one (1) month's rent. The security deposit shall protect against damages to the common elements or the Association's property. Within fifteen (15) days after a tenant vacates the unit, the Association shall refund the full security deposit or give written notice to the unit owner of any claim made against the security. Disputes regarding the security deposit shall be handled in the same fashion as disputes concerning security deposits under the

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Florida Landlord and Tenant Act. The unit owner and his tenant will be jointly and severally liable to the Association for any amount in excess of such escrowed sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Furthermore, tenants must be approved pursuant to Section 22 of this Declaration.

21.3. Alterations to Units. No unit owner shall make, or permit to be made, any material alteration, addition or modification to his unit without the prior written approval of the Association, other than painting, wallpapering or decorating the interior of his unit. No unit owner shall cause any improvements or changes to be made to the exterior of his unit or any other exterior improvements, including but not limited to painting or other decoration. No unit owner shall in any material manner change the appearance of any portion of the Condominium Property. No unit owner may cause any puncture or break in the boundaries of his unit. No unit may be divided or subdivided into a smaller unit. No unit shall be occupied by servants or guests in the unit owner's absence, unless prior written authorization is obtained from the Association.

21.4. Signs. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the unit and/or common elements and/or limited common elements that is visible from outside a unit.

21.5. Awnings and Window Coverings. No awning or other projections shall be attached to the outside walls of the condominium buildings without the prior written approval of the Association. No blinds, shades, screens or related items shall be attached to or hung in, or used in connection with any windows or doors of the units or any portion of the common elements, without prior written consent of the Association; except that unit owners may install draperies, blinds, and other window coverings in their units which are lined in beige or white so that the condominium buildings will present a uniform exterior appearance.

21.6. Fire Protection. No inflammable, combustible or explosive fluid, chemical, or substance shall be kept in any unit, except those required for normal household use. No barbecuing shall be permitted in a unit, including the balcony of a unit.

21.7. Exteriors. No unit owner shall cause anything to be hung, displayed or placed on the exterior walls, screened porch, doors, or windows of a unit without prior written approval of the Association.

21.8. Nuisances. No nuisances shall be allowed on the Condominium Property nor any use or practice which is the source of annoyance to unit owners, or which interferes with the peaceful possession and proper residential use of the units. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the Condominium Property. For greater clarification, no unit owner shall operate a phonograph, television set or radio

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in the unit between the hours of ten o'clock P.M. and the following eight o'clock A.M., if it shall disturb or annoy other occupants of the buildings. No unit owner shall conduct or permit to be conducted vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time if the same shall disturb or annoy other occupants.

21.9. Solicitation. No unit owner may actively engage in any solicitations for commercial purposes on the Condominium Property, nor shall any solicitor of a commercial nature be allowed on the Condominium Property without the prior written consent of the Association.

21.10. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be borne by the same person that has the responsibility for the maintenance and repair of the property concerned.

21.11. Children. Children may permanently reside in this Condominium as long as they permanently reside with an adult or adults. For purposes of this provision, an "adult" shall be a person eighteen (18) years of age or older, while "children" shall be persons under eighteen (18) years of age. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with this Declaration and the other documents regulating the Condominium Property. All children under fourteen (14) years of age must be accompanied by a responsible adult when entering and/or utilizing any recreational areas.

21.12. Pets. No pets except fish, one small bird (under two pounds), and either (i) two domestic household dogs, (ii) two domestic household cats, or (iii) one domestic household dog and/or one domestic household cat, shall be permitted to be kept in a unit, and permitted pets shall be kept only under the rules and regulations adopted by the Board of Directors; provided however, that no dog or cat shall weigh more than twenty (20) pounds at the time of occupancy in a unit or be expected to weigh more than twenty (20) pounds when full grown, and further provided that no pet shall be kept, bred or maintained for any commercial purpose, and further provided that any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Board of Directors. Pets shall not be permitted upon the common elements, except for dogs on a leash. Dog owners shall walk their dogs away from condominium buildings, and shall immediately pick-up and properly dispose of all dog feces by flushing such feces down the pet owner's toilet. No pets shall be permitted in any Recreational Areas. Each unit owner, by bringing a pet upon the Condominium Property, hereby agrees to indemnify the Association and the Developer and hold

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them harmless against any loss or liability of any kind or character whatsoever arising from having any pet upon the Condominium Property. Lessees and guests are not permitted to bring any pet upon the Condominium Property.

21.13. Storm Shutters. The Board of Directors shall have the authority to approve or disapprove, prior to installation, the type of storm shutters to be installed by unit owners. There is no assurance that the Board of Directors will approve storm shutters of any type.

21.14. Wheeled Vehicles. No baby carriages, tricycles, bicycles or other wheeled vehicles shall be allowed to stand in the halls, passageways, or other common elements of the condominium.

21.15. Servants and Domestic Help. Servants and domestic help of the unit owners may not gather or lounge in the common elements of the condominium, except that such help serving as governess, nurse, or babysitter may accompany children in the common elements. Servants and domestic help shall enter and leave the property in appropriate attire.

21.16. Vehicles. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours, and no repair of vehicles shall be made on the Condominium Property. No trucks or commercial vehicles, cars with advertising or writing on the exterior surfaces thereof, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats or boat trailers, vans unless the van is a seven passenger travel van with seven permanent passenger seats installed at all times, used only for passenger transportation, and carrying no type of printing or advertising on the exterior surfaces thereof), or jeeps shall be permitted to be parked or to be stored at any place in the Condominium, unless parked or stored completely within a garage. This prohibition shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Developer's vehicles, or those of Developer's designees, if such vehicles are engaged in any activity relating to construction, maintenance, or marketing of units. All vehicles shall only be parked only in designated parking spaces. Non-assigned parking spaces shall be available on a first-come, first-served basis. No motorcycles shall be permitted to be parked or to be stored at any place in the Condominium, unless parked or stored completely within a garage.

21.17. Antennae. No exterior antennae of any kind or satellite dish or satellite dish or satellite receiver shall be permitted on the Condominium Property, unless approved in writing by the Association.

21.18. Air-Conditioning Units and Glass. No air-conditioning units may be installed by unit owners other than replacement of Developer-installed units with the same or substantially similar units. No unit shall have any aluminum foil placed in any window or glass or any reflective substance placed on the glass.

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21.19. Installation or Use of Machinery. Except for small kitchen appliances, no machinery or equipment, other than replacement of Developer-installed items with the same or substantially similar items, may be installed or used unless the Association gives advance written consent in each and every instance.

21.20. Roof. No person shall be permitted on the roofs of any building within the Condominium without the prior written consent of the Association.

21.21. Hurricane Preparation. Each unit owner whose unit will be vacant during the hurricane season must, prior to his departure, take reasonable precautions to prepare his unit for a hurricane, and must designate a responsible local firm or individual to care for his unit, should the unit suffer hurricane damage, and furnish the Association with the name of said firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters. Furthermore, prior to installation all hurricane shutters must be approved by the Association and the Architectural Control and Maintenance Standards Committee as described in Section 31 of this Declaration.

21.22. Barbecuing. Barbecuing shall be permitted only in areas of the common elements designated by the Association.

21.23. General Limitation. No person shall use the Condominium Property, or any part thereof, in any manner contrary to this Declaration and the other documents regulating the Condominium Property.

21.24. Rules and Regulations. Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Directors of the Association in the manner provided by the Articles of Incorporation and/or the By-Laws to the Association. Copies of such rules and regulations and amendments thereto shall be furnished by the Board of Directors to any unit owner upon request.

21.25. No Interference with Developer. Neither the Association nor any unit owner shall, in any way, interfere with the construction, marketing, sale or rental of any unit by Developer.

21.26. Developer's Rights. Anything to the contrary herein notwithstanding, for so long as Developer owns any unit in the condominium and/or has the right to add an additional phase to the Condominium, neither a unit owner nor tenants of a unit nor the Association shall interfere with any improvements to or the marketing, sale or maintenance of such units, and the Developer may make such use of the unsold units and the common elements as may facilitate such improvement to and sale of the units, including, but not limited to, maintenance of a sales office, showing of the Condominium Property, and the display of signs or flags.

21.27. Floor Coverings. Hard Flooring without carpets may be installed, but only on adequate sound-proofing materials and only with the prior written consent of the Board of Directors of the Association.

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21.28. Proviso. Anything to the contrary herein notwithstanding, the use and occupancy restrictions in this Section 21 shall not apply to actions by or units owned by Developer, except for the restrictions which the Developer cannot exempt itself from pursuant to Rule 7D-18.007, Florida Administrative Code.

22. PROVISIONS GOVERNING THE ALIENATION AND MORTGAGE OF UNITS. In order to maintain a community of congenial value of the units, the transfer of units by an owner other than Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each unit owner agrees to observe:

22.1. Transfers Subject to Approval.

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

(b) Gift, Devise or Inheritance. If a unit owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association, unless he is already a unit owner approved by the Association or Developer.

(c) Lease. No unit owner may dispose of a unit or any interest in a unit by lease without prior written approval of the lessee by the Association.

22.2. Approval By Association. The approval of the Association is required for the transfer of interests in units falling within Paragraph 22.1 and shall be obtained in the following manner:

(a) Notice to Association:

(1) Sale. A unit owner intending to make a bona fide sale of his unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the proposed purchaser, the purchase price and terms, such other information concerning the proposed purchaser as the Association may reasonably require and an executed copy of the proposed contract to sell. Such notice, at the unit owner's option, may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved, provided, the proposed purchaser qualifies as a unit owner in accordance with this Declaration and the rules and regulations promulgated by the Association.

(2) Gift, Devise, or Inheritance; Other Transfers. Any unit owner who has obtained his title by gift, devise or inheritance or by any other manner not previously considered, shall give to the Association notice of the acquisition of his title, together with such information concerning the unit owner as the Association

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may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(3) Lease. A unit owner intending to make a bona fide lease of his unit shall give to the Association notice of such intention, together with the name and address of the proposed lessee, a copy of the lease, and such other information concerning the proposed lessee as the Association may reasonably require.

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

(5) Application Form. The Association is vested with the authority to prescribe an application form which may require specific personal, social, financial and other data relating to the intended purchaser, or as relates to the "new owner" in the case of a transfer by gift, devise or inheritance, or as relates to proposed lessee, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the intended purchaser, "new owner" or proposed lessee within the time limits extended to the Association for that purpose as hereinafter set forth and which application shall be completed and submitted to the Association along with and as an integral part of the notice. A reasonable fee not to exceed One Hundred Dollars (\$100.00) may be charged to the transferrer of the unit for the purpose of defraying the cost of investigation and the cost associated with granting approval, changing books and records and other matters associated with a transfer.

(b) Certificates of Approval:

(1) Sale. If the proposed transaction is a sale, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the seller in writing within the fifteen (15) day period, and failure to do so shall constitute approval of the sale. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded with the deed conveying the unit to the approved purchaser, in the Public Records of Palm Beach County, Florida, at the expense of the Seller.

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(2) Gift, Devise, or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, when within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. Such approval or disapproval shall be transmitted to the owner in writing within the fifteen (15) day period, and failure to do so shall constitute approval of the ownership. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the unit owner.

(3) Lease. If the proposed transaction is a lease, then within fifteen (15) days after receipt of such notice and information concerning the proposed lessee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the lessor in writing within the fifteen (15) day period, and failure to do so shall constitute approval of the lease. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association and delivered to the lessor. The liability of the unit owner under the terms of this Declaration shall continue notwithstanding the fact that the unit may have been leased.

22.3. Disapproval by Association. The Association may disapprove the transfer of ownership or lease of a unit if the transferee or lessee does not qualify to be a unit owner pursuant to this Declaration by delivering or mailing to the transferor, within ten (10) days after receipt of the notice of intent to transfer, notice of the disapproval and the grounds therefor. If the Association shall otherwise disapprove a transfer of ownership or lease of a unit, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale, and if the notice of sale given by the unit owner shall so demand, then within fifteen (15) days after receipt of such notice and information, the Association shall deliver or mail to the unit owner an agreement to purchase the unit by a purchaser approved by the Association to whom the unit owner must sell the unit upon the following terms:

(1) The price to be paid shall be the bona fide price stated in the disapproved contract to sell, and a judgment of specific performance of the sale may be entered in any court of competent jurisdiction. If a question arises as to whether or not the sale price is a bona fide price, the question shall be resolved by having the price determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by

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the American Arbitration Association who shall base their determination upon the average of their appraisals of the unit.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after determination of the sale price if such is by arbitration, whichever is later.

(4) A certificate of the Association executed by its President or Vice President approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as else where provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the seller.

(b) Gift, Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within fifteen (15) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

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

(2) The purchase price shall be paid in cash.

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

(4) A certificate of the Association executed by its President or Vice President and approving the Purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the unit owner.

(c) Lease. If the proposed transaction is a lease then within ten (10) days after receipt of the notice of intent to lease given by the unit owner and accompanying information, the Association shall deliver or mail to the unit owner a written statement of its disapproval of the proposed transaction, and the lease shall not be consummated.

22.4. Mortgage. No unit owner may mortgage a unit, or any interest in it, without the approval of the Association, except to an Institutional Mortgagee, as defined herein, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association or may be withheld by the Association.

22.5. Exceptions. The foregoing provisions of this Paragraph 22 shall not apply in the following instances:

(a) A transfer to or purchase by an Institutional Mortgagee, that acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed or other conveyance from the mortgagor, his successor or assigns, or through foreclosure proceedings.

(b) A transfer, sale or lease by an Institutional Mortgagee that so acquires its title as set forth in 22.5(a).

(c) The acquisition of title to a unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

(d) The sale, lease or sublease of any unit to or by Developer, except for the restrictions which the Developer cannot except itself from pursuant to Rule 7D-18.007, Florida Administrative Code.

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22.6. Unauthorized Transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently expressly approved by the Association.

22.7. Proviso. No certificate of approval shall be issued by the Association, as provided in this Section 22 and the By-Laws, until all sums due by the Unit Owner pursuant to this Declaration are current and paid.

23. INSURANCE. Insurance, other than title insurance, that shall be carried upon the Condominium Property and the personal property of the Unit Owners shall be governed by the following provisions:

23.1. Authority to Purchase. All insurance policies upon the Condominium Property and the property of the Developer shall be purchased by the Board of Directors of the Developer. The named insured shall be the Developer, individually and as agent for the unit owners, the unit owners, without naming them, and their mortgagees as their interests may appear. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. The policies shall provide that payments by the insurer for losses shall be made to an Insurance Trustee to be designated by the Developer. All policies and their endorsements shall be deposited with the Developer. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expenses. The Insurance Trustee may be any bank in Florida with trust powers, as may be designated by the Board of Directors of the Developer prior to payment of any insurance claim.

23.2. Coverage.

(a) Liability. 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 all property of the Developer, and insuring the Developer and the unit owners as their interests may appear, in such amounts and providing such coverage as the Board of Directors of the Developer may determine from time to time. The insurance shall include, but not be limited to, hired and non-owned automobile coverage and a cross-liability endorsement to cover liabilities of the unit owners as a group to an individual unit owner.

(b) Casualty Insurance. The Board of Directors of 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 property owned by the Association, in and for the Association, and by all unit owners and their mortgagees, as their interests may appear, from a company meeting the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value of the property, as determined annually by the Board of Directors of the Association. The casualty insurance policy shall cover fixtures, installations or additions comprising that part of the buildings within the unfinished interior surfaces of the perimeter

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walls, floors and ceilings of the individual units initially installed or replacements thereof of like kind or quality, in accordance with the original plans and specifications. However, the policy shall not cover floor coverings, wall coverings or ceiling coverings within the interiors of units.

(c) Worker's Compensation. The Board of Directors shall have discretion of the Association shall obtain Worker's Compensation Insurance in order to meet the requirements of law.

(d) Flood. The Board of Directors of the Association shall obtain flood insurance to meet the requirements of federal, state or local law, or any regulation enacted pursuant to federal, state or local law.

(e) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(f) Subrogation Waiver. If available, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurer waives its right to subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests.

(g) Premiums. Premiums upon insurance policies purchased by the Developer shall be paid by the Association as a common expense. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from unit owners as a common expense.

(h) Policies. A copy of each policy of insurance in effect shall be available for inspection by unit owners at reasonable times.

23.3. Shares of Proceeds. All insurance policies purchased by the Board of Directors of the Association shall be for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Insurance Trustee. The Insurance Trustee shall be designated by the Board of Directors of the Association either prior or subsequent to the time an insured loss occurs. The Insurance Trustee shall not be liable for payment of the premiums, the renewal or the sufficiency of policies, or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the benefit of the Association, the unit owners and their mortgagees, in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

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

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(b) Property (Real and Personal) of the Association. Proceeds on account of damaged property of the Association - an undivided share for each unit, such share being the same as the undivided share in the common elements appurtenant to the unit.

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

(1) When the damage is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit, which cost shall be determined by the Board of Directors of the Association.

(2) When the damage is not to be restored and the Condominium terminated, an undivided share for each unit in the Condominium, such share to be divided among owners of units in the Condominium in proportions equal to ownership in the common elements.

(d) Mortgagees. In the event a mortgagee endorsement has been issued regarding a unit, the share for that unit 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, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

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

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

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

(c) Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and

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their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagees. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the Condominium Property has been properly landscaped. In the event that there is loss or damage to personal or real property belonging to the Association, and that the Board of Directors of the Association determines not to replace such personal or real property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as common surplus.

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Board of Directors of the Association, as to the names of the unit owners and their respective shares of the distribution; provided, however, that such certificates shall not be binding insofar as Institutional Mortgagees of units are concerned. The Insurance Trustee shall obtain appropriate certificates from all such Mortgagees prior to any disbursement to owners or mortgagees.

23.5. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each unit owner and for each owner of any other interest in the Condominium Property, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Board of Directors of the Association, and to execute and deliver releases therefor upon payment of claims.

24. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

24.1. Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, the decision of whether or not to reconstruct or repair the property shall be made in the following manner:

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

(b) Property (Real and Personal) of the Association. If the damaged improvement is property owned (in whole or in part) by the Association, the damaged property shall be reconstructed or repaired unless it is determined in the manner hereinafter provided that the Condominium shall be terminated.

(c) Condominium Building Containing Units. If the damaged improvement is a condominium building containing units, the damaged property shall be reconstructed or repaired, unless, within sixty (60) days after the casualty, it is determined by agreement in the manner hereinafter provided that the Condominium shall be terminated.

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(d) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

24.2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not, then in accordance with plans and specifications approved by the Board of Directors of the Association, and if the damaged property consists of a condominium building containing units, then the approval of the owners and mortgagees of units to which more than seventy-five percent (75%) of the common elements are appurtenant is required; such approval shall not be unreasonably withheld.

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

24.4. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors may require.

24.5. Special Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all unit owners in proportion to their shares in the common elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair, or upon completion or reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to common elements shall be in proportion to the units' shares in the common elements. Such assessment on account of damage to units shall be in proportion to the shares of insurance proceeds attributable to each damaged unit if a building is to be restored, as set forth above.

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

(a) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which are the responsibility of the Association are more than Twenty Five Thousand Dollars (\$25,000), then the sums paid upon such

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assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Twenty Five Thousand Dollars (\$25,000), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Twenty Five Thousand Dollars (\$25,000), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

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

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner previously stated; except, however, that the portion of the assessments which was paid by such owner into the construction fund shall not be made payable to any mortgagee.

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

24.7. Equitable Relief. In the event of major damage to or destruction of all or a substantial part of the Condominium Property, and in the event the Condominium Property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court of equity, having jurisdiction in and for Palm Beach County, Florida, for equitable relief which may, but need not necessarily, include a termination of the Condominium and a partition thereof.

25. TERMINATION OF CONDOMINIUM. The condominium may be terminated in the following manner in addition to any manner provided by the Condominium Act.

25.1. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of units and all record owners of mortgages on units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of such meeting shall give notice of the proposed termination, and if the approval of the owners of units to which more than seventy-five percent (75%) of the common elements are appurtenant, and of the record owners of all mortgages upon the units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such 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 upon the following terms:

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(a) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased an agreement to purchase signed by the record owners of the units that will participate in the purchase. The agreement shall indicate which units will be purchased by each participating owner and shall require the purchase of all units owned by owners not approving the termination. The agreement shall effect a separate contract between each seller and his purchaser.

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

(c) Payment. The purchase price shall be paid in cash.

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

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

25.3. Shares of Owners After Termination. After termination of the condominium, the unit owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' respective units prior to the termination.

25.4. Amendment. This Article concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon the units.

25.5. Proviso. Notwithstanding anything to the contrary contained herein, so long as the Association owns any unit within the Condominium and/or has the right to add one or more additional Phases to the Condominium, no decision to terminate this Condominium shall be effective without the written consent of the Association.

26. AMENDMENT TO DECLARATION. Except as otherwise provided in this Declaration, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners called in accordance

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with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of seventy-five percent (75%) of the total number of votes to which the unit owners present and voting shall be entitled. Such amendment shall be duly recorded in compliance with requirements of the Condominium Act.

26.1. Alteration of Units. Except as otherwise provided in this Declaration, no amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or fraction by which the owner of the parcel shares the common expenses and owns the common surplus unless the record title owner of the unit and all record title owners of liens on the unit join in the execution of the amendment.

26.2. Required Approval. No provision of this Declaration or of the exhibits hereto which, in order to be effective, operational or enacted, requires a vote of greater than seventy-five percent (75%) of the unit owners, shall be changed by any amendment to this Declaration or to the exhibits hereto insofar as they pertain to said provision(s) unless, in addition to meeting all other requirements of this Section 26, the change shall be approved by a vote of the membership not less than that required by this Declaration or exhibits hereto to effect such provision.

26.3. Rights of Institutional Mortgagees. No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Condominium Parcel, or to affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the parcel, which consent shall be executed with the formalities required for deeds and recorded with the amendment.

26.4. Scrivener's Errors. If it appears that through scrivener's error all of the common expenses or interests in the common surplus or all of the common elements have not been distributed in this Declaration such that the sum total of shares of common elements which have been distributed or the sum total of the shares of the common expenses or ownership of common surplus fails to equal 1; or, if it appears that through such error more than 100% of the common elements, common expenses, or ownership of the common surplus has been distributed; or if it appears that through scrivener's error a unit has not been designated an appropriate undivided share of the common elements, common expenses or common surplus; or if it appears that there is an omission or error in this Declaration or in any other documents required by law to establish the Condominium, the Association may correct the error or omission by an amendment to this Declaration or the other documents by resolution of the Board of Directors of the Association approved by a majority of all of the directors, or by a majority vote of the unit owners voting at a meeting of unit owners, at which a quorum is present, which is called at least in part for the purpose of amending the Declaration because of a scrivener's error. If such an amendment, considered and approved pursuant to this subparagraph, materially adversely affects property rights of unit owners,

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the unit owners whose property rights are so materially adversely affected must consent to the amendment in writing in order for the amendment to become effective. If the amendment, considered and approved pursuant to this subparagraph, modifies the shares of common expenses, common elements or common surplus appurtenant to one or more units, then the owners of the units and the owners of liens upon the units for which changes in the shares of common elements or common expenses or common surplus are being made, must consent in writing to such amendment in order for such amendment to be effective. For the purpose of this subparagraph, no unit owner's property rights shall be deemed to be materially adversely affected nor shall his share of the common elements, common expense or common surplus be deemed modified by reason of the modification of the shares of common expense, common elements or common surplus appurtenant or attributable to another unit.

26.5. Non-Material Errors and Omissions. Notwithstanding anything to the contrary contained in this Declaration, Developer expressly reserves the right to amend this Declaration so as to correct any errors or omissions not materially adversely affecting the rights of the unit owners, lienors or Institutional Mortgagees, and such right shall exist until seven (7) years from the date of the recording of this Declaration in the public records of Palm Beach County, Florida. Such amendment need not be approved by the Association, unit owners, lienors or Institutional Mortgagees of units of the Condominium whether or not elsewhere required for amendments.

26.6. Discrimination. No amendment shall discriminate against any unit owner or against any unit or class or group of units, unless the owner(s) so affected shall consent thereto.

26.7. Developer Consent Required. As long as Developer has title to any unit and/or has the right to add additional phases to the Condominium, no amendment which would be detrimental to the sales of units or which would attempt to assess the Developer for capital improvements shall be made to this Declaration or any exhibits hereto, unless Developer shall consent in writing to the amendment, which consent may be withheld by Developer in his absolute discretion.

27. REGISTRY OF OWNERS AND MORTGAGES. The Association shall at all times maintain a registry setting forth the names of the owners of units. In the event of a sale or transfer of a unit, the purchaser or transferee shall notify the Association in writing of his interest in such unit together with the recording information of the instrument by which such purchaser or transferee has acquired his interest in the unit. Each unit owner shall notify the Association of all mortgages encumbering a condominium unit and any transfer thereof, the amount of such mortgages, and the recording information for the mortgages. The holder, insurer, or guarantor of a mortgage encumbering a unit may notify the Association of the existence of such mortgage, and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to the mortgage.

28. NOTICE TO AND RIGHTS OF INSTITUTIONAL MORTGAGEES. For the purposes of this Paragraph, the term "Institutional Mortgagees" shall include those entities or persons defined in subparagraph 2.16 of this Declaration, as well as any holder,

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insurer or guarantor of a mortgage on a unit who has notified the Condominium Association pursuant to Section 27 of this Declaration.

28.1. Casualty. In the event of any substantial damage or destruction to a unit or any part of the common elements, Institutional Mortgagees will be entitled to timely notice of such damage or destruction.

28.2. Default. In the event a unit owner shall be in default in the payment of any assessments as provided for herein, and said default shall not be cured within sixty (60) days, the Association shall cause notice of such default to be given to any Institutional Mortgagee of the unit.

28.3. Condemnation. In the event any portion of the Condominium Property is made the subject matter of a condemnation proceeding, all Institutional Mortgagees shall be entitled to timely written notice of such proceeding.

28.4. Insurance Failure. In the event of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, Institutional Mortgagees shall be entitled to timely notice of such event.

28.5. Required Consent. In the event of the Association considering taking any action which requires the consent of a specified percentage or all Institutional Mortgagees of units, Institutional Mortgagees shall be entitled to timely notice of such event.

28.6. Rights of Institutional Mortgagees. An Institutional Mortgagee shall, upon request, be entitled to:

- (a) Inspect current copies of the Declaration, Bylaws of the Condominium Association, and other rules concerning the condominium;
- (b) Inspect the books and records of the Association;
- (c) Receive an annual financial statement of the Association within ninety (90) days following the end of the fiscal year;
- (d) Receive written notice of all meetings of the Association, and be permitted to designate a representative to attend all such meetings; but the representative shall have no right to participate or vote at the meeting.

29. RESERVATION OF RIGHT TO OWN, INSTALL, PROVIDE AND MAINTAIN A CLOSED CIRCUIT TELEVISION SYSTEM, TELECOMMUNICATIONS SYSTEM, A MASTER ANTENNA SYSTEM AND COMMUNITY ANTENNA TELEVISION SYSTEM. Developer reserves and maintains (i) the title to any closed circuit television system, telecommunications system, master antenna system, and related ancillary services (which may include among other items, security, medical, smoke and fire alert, and information retrieval) and to the equipment (including, but not limited to, conduits, wires, amplifiers, towers,

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antennas and related apparatus and electronic equipment both active and passive), collectively referred to as the "Central System", in and upon the Condominium Property, and (ii) a perpetual easement for the location, placement and operation of the Central System and for ingress to and egress from the Condominium Property to install, service, maintain, repair and replace the Central System, and (iii) the right to connect the Central System to such receiving source as Developer may in its sole discretion deem appropriate, including, without limitation, companies licensed to provide the services pertaining to the Central System, for which Developer shall have the right to charge the Association and/or individual unit owners a reasonable fee not to exceed the maximum allowable charge for such service to single family residences as charged within the general vicinity. Anything to the contrary herein notwithstanding, Declarant shall not be obligated to provide a Central System, but merely reserves the right to do so.

30. RIGHT OF FIRST REFUSAL. No unit owner may sell his unit except by complying the following provisions:

30.1. Right of First Refusal. Any unit owner who receives a bona fide offer to purchase his unit (such offer to purchase is called an "Outside Offer", the party making such Outside Offer is called an "Outside Offeror", and the unit owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which he intends to accept shall give notice by registered mail to the Developer of such Outside Offer. The notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Developer may reasonably require. The giving of such notice to the Developer shall constitute an offer by such unit owner to sell his unit to the Developer or its designee upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the unit owner who has received such Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Developer may reasonably request. No later than twenty (20) days after receipt of such notice, together with such further information as may have been requested, the Developer or its designee may elect, by sending written notice to such Offeree Unit Owner before the expiration of said twenty (20) day period, by certified mail, to purchase such unit upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner. In the event the Developer shall timely elect to purchase such unit, or to cause the same to be purchased by its designee, title shall close at the office of the attorneys for Developer, in accordance with the terms of the Outside Offer, within forty-five (45) days after the giving of notice by the Developer of its election to accept such offer. If, pursuant to such Outside Offer, the Outside Offeror were to assume or take title to the unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Developer may purchase the unit and assume or take title to the unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner shall convey the same to the Developer or its designee, by statutory warranty deed.

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In the event the Developer or its designee shall fail to accept such offer within twenty (20) days after receipt of notice and all additional information requested, as aforesaid, the Offeree Unit Owner shall be free to accept the Outside Offer within sixty (60) days after (i) notice of refusal is given by the Developer, or (ii) the expiration of the period in which the Developer or its designee might have accepted such offer, as the case may be. In the event the Offeree Unit Owner shall not, within such sixty (60) day period, accept, in writing, the Outside Offer or in the Offeree Unit Owner shall accept the Outside Offer within such sixty (60) day period but such sales shall not be consummated in accordance with the terms of such Outside Offer or within a reasonable time after the date set for closing thereunder, then, should such Offeree Unit Owner thereafter elect to sell such unit the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section.

Any purported sale of a unit in violation of this Section 30 shall be voidable at any time at the election of the Developer for all expenses (including attorney's fees and disbursements) incurred in connection with such unauthorized sale.

30.2. Release by the Developer of the Right of First Refusal. The right of first refusal contained in this Section 30 may be released or waived in writing by the Developer pursuant to a Certificate of Release, as described in subparagraph 30.3 below. In the event the Developer shall release or waive its right of first refusal as to any unit, such unit may be sold free and clear of the provisions of this Section 30. Unless otherwise provided in the Certificate of Release, the release or waiver shall apply only to the particular sale referred to in the Certificate.

30.3. Certificate of Release of Right of First Refusal. A certificate executed and acknowledged by the Developer stating that Developer's right of first refusal has been duly released or waived by the Developer, shall terminate the Developer's right of first refusal hereunder as to the particular sale referred to in said certificate. The certificate shall be conclusive with respect to all persons who rely on such certificate in good faith. The Developer shall furnish such certificate upon request to any unit owner in respect to whom the Developer's right of first refusal under this Article has, in fact, been released or waived.

30.4. Exceptions. The provisions of this Section 30 shall not apply with respect to any sale of any unit by (a) the unit owner thereof to his spouse, children, parents, parents-in-law, siblings or a trustee, corporation or other entity where the unit owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trustee, corporation and other entity, (b) the Developer, (c) the Association, (d) any proper sale of a unit in connection with the foreclosure of a mortgage or other lien covering such unit or delivering a deed in lieu of foreclosure; or (e) conveyance by gift, devise by will, or unit passing by intestacy; provided, however that each succeeding unit owner shall be bound by, and his unit subject to, the provisions of this Section 30.

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31. ARCHITECTURAL CONTROL AND MAINTENANCE STANDARDS COMMITTEE.

31.1. Establishment of Committee and Acceptance by Unit Owners. Each unit owner hereby acknowledges the necessity of maintaining the physical appearance and image of the Condominium as a quality residential community and additionally, that the success of the Developer in developing and selling the remaining portions of the Condominium community is closely related to the physical appearance and image of the completed portions thereof.

Accordingly, there is established a Committee known as the "Architectural Review Committee" (hereunder referred to as the "Committee") for a period terminating either seven (7) years from the date of recording this Declaration in the public records of Palm Beach County, Florida or at the option of Developer, whichever shall first occur. The Committee shall be empowered to adopt and promulgate from time to time minimum standards for architectural control and maintenance of the physical appearance of the Condominium.

31.2. Members of Committee. The Committee shall consist of three (3) members designated by the Association's Board of Directors which members need not be unit owners. Each member of the Committee shall be appointed by the Association's Board of Directors and shall hold office until such time as he has resigned or has been removed and his successor has been appointed by Association's Board of Directors. Members of the Committee may be removed at any time without cause by Association's Board of Directors. The membership may include building and landscape architects, contractors, subcontractors or other persons that the Association's Board of Directors may deem sufficiently qualified to render an opinion as to architectural standards and minimum standards of maintenance.

31.3. Approval of Proposed Construction. With respect to the common elements of this Condominium, no exterior wall or other structure shall be commenced, erected or maintained, nor shall any exterior painted surfaces be repainted, nor shall any change or alternation be made to the exterior of any condominium building, nor shall there be any material modification of the landscaping in the Condominium until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing by the Committee. The Committee shall approve proposals or plans and specifications only if submitted for its approval by the Association and only if it deems that the construction, changes or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of St. Andrews Glen Community, and that the appearance of any structure affected thereby will be in harmony with the surrounding area. The Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by

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the Committee of any required plans and specifications the Committee may postpone review of any plans submitted for approval. Notwithstanding any provision of this subparagraph 31.3, approval of the Committee shall not be required with respect to construction or other improvements performed or caused to be performed by the Developer. In the event the Association proceeds with improvements without submitting plans to the Committee and proceeds without the approval of the Committee, the Committee shall have the right but not the duty to take such action as is set forth in subparagraph 31.6 below, and any other remedies as may be prescribed by law.

31.4. Maintenance and Repair Obligations. In the event any common elements fall into disrepair or the state of the common elements creates a dangerous, unsafe, unsightly or unattractive condition, or otherwise violates this Declaration, the Committee has the right, but not the duty to take such action as is set forth in subparagraph 31.6 below, and any other remedies prescribed by law.

31.5. Inspection. The Committee shall have the right to inspect from time to time the common elements of the Condominium in order to determine whether the maintenance of same meets the minimum standards and any improvements constructed thereon meet the architectural standards.

31.6. Remedies in the Event of Non-Compliance. If the Committee shall find that the common elements are not being maintained in accordance with the minimum maintenance standards, or improvements to the common elements are not in compliance with the architectural standards of the Committee, the Committee shall issue a report to the Association specifying the deficiencies. Within thirty (30) days of receipt of the report, the Association shall commence with the repair, maintenance or restoration specified in the report and diligently pursue completion of same in an expeditious manner. The cost of all work shall be the responsibility of the Association and shall be a common expense of the Condominium.

32. DEVELOPER'S RIGHTS AND VETO POWER.

32.1. Developer's Rights. The Developer hereby reserves for itself, for so long as it owns any unit within the Condominium and/or has the right to add additional phases to the Condominium, the following rights which are in addition to all of the other rights of the Developer:

- (a) The right to maintain and operate sales offices in, on or above the Condominium Property, including but not limited to model units, and shall have the further right and privilege to have its employees and sales representatives present on the Condominium Property to show units owned by the Developer, and to use the common elements to perform any and all matters deemed necessary or appropriate by them to sell units, all without charge or contribution other than condominium assessments levied against a particular unit in accordance with this Declaration and the other documents imposed on the Condominium Property and sales office signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer; and

RLC 03/24/92:kh

(b) The right to conduct the construction, development, marketing and sale of units owned by the Developer, free of interference from unit owners.

33. REMEDIES FOR VIOLATION.

33.1. Compliance with Documents. Each unit owner and the Association shall be governed by, and shall comply with the provisions of the Condominium Act and documents imposed upon the Condominium Property (the "Condominium Documents"). Subject to the provisions of the Condominium Documents, actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a unit owner against:

- (1) The Association;
- (2) A unit owner.

33.2. Attorneys' Fees. The prevailing party in any such action is entitled to recover reasonable attorneys' fees and court costs in the trial court and on all appeals.

33.3. Other Remedies. This relief does not exclude any other available remedies.

33.4. Fines. The Association may impose a fine or charge on any unit owner who does damage to the common elements, and may charge such unit owner for all expenses incurred by the Association to repair or replace the common elements to damaged. For the purpose of this Section 33, whenever a family member, invitee, licensee, guest or any lessee of a unit owner causes such damage to the common elements, the unit owner shall be deemed to have caused such damage.

33.5. Binding Effect. Each and all of the covenants, conditions, restrictions and agreements contained in the Condominium Documents shall be deemed and construed to be continuing. The extinguishment of any right or power herein contained shall not impair or affect any of the covenants, conditions, restrictions or agreements so far as any future or other breach is concerned. Failure to enforce any building restriction, covenant, condition, obligation, reservation, right, power or charge in the Condominium Documents, however long continued, shall in no event be deemed a waiver of the right to enforce such covenant as to the breach or violation. Failure to enforce same shall not give rise to any liability on the part of the Developer or the Association with respect to parties aggrieved by such failure.

33.6. Other Fines. The Association may levy a fine against an owner of a unit or its occupant, licensee or invitee for failure to abide by any provision of the Condominium Documents, in accordance with the procedure for levying fines as set forth in the By-Laws of the Association.

RLC 03/24/92:kh

33.7. Alternate Procedures. The Association may, but shall not be obligated to, establish alternate procedures whereby a unit owner or the Association or other adversely affected parties may elect to have disputes, other than the payment of any sums due pursuant to the terms of this Declaration, resolved by binding arbitrations to the terms of this Declaration, resolved by binding arbitration to the end that matters involving alleged violations of the Condominium Documents or the Condominium Act, may be resolved without the necessity of lengthy and costly judicial proceedings. This paragraph shall not relieve the Association and unit owners from having disputes resolved by binding arbitration if so required by the Condominium Act, however.

33.8. Other Rights. Anything in this Section 33 to the contrary notwithstanding, in the event that payment of any condominium assessment or other charges due hereunder are not timely made, the Association may pursue any of its remedies (except for the levying of fines, which must be in accordance with the procedure set forth in the By-Laws) without complying with the terms of this Section 33.

34. MISCELLANEOUS.

34.1. Power of Attorney. To the extent that documents require the joinder and/or consent of any or all unit owners, each unit owner, by virtue of his acceptance of a deed to his unit, does irrevocably give and grant to the Developer, or any of Developer's representatives individually, full power of attorney to execute such documents as his agent and in his place and stead. Each unit owner understands and acknowledges that the City of Boca Raton, Florida shall have the full right and authority to rely on this subparagraph 34.1.

34.2. Limitation of Liability.

(a) The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration and its exhibits.

(b) The owner of a unit may be personally liable for acts or omissions of the Association in connection with the use of the common elements, but only to the extent of his pro rata share of interest in the common elements, and then in no case in an amount greater than the value of his unit. A unit owner shall be liable for injuries or damages resulting from an occurrence within his own unit to the same extent and degree that the owner of a house would be liable for an occurrence within his house.

34.3. Remedies for Violation. Each unit owner shall be governed by and conform to the Declaration and exhibits hereto. Failure to do so shall entitle the Developer or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. Should the Developer or any unit owner find it necessary to bring court action to ensure compliance with the law, this Declaration, or the exhibits hereto, the

RLC 03/24/92:kh

prevailing party shall be entitled to recover reasonable attorney's fees (including appellate attorney's fees) incurred by it in bringing such action, as determined by the court.

34.4. Covenants Run With the Land. All provisions of this Declaration and exhibits attached hereto, and amendments thereof, shall be construed as 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 occupant 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 this Declaration and exhibits hereto, and any amendments thereof.

34.5. Severability. If any of the provisions of this Declaration, By-Laws, or Articles of Incorporation of the Developer, or of the Condominium Act, or any article, section, clause, phrase, word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, By-Laws, Articles of Incorporation, 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.

34.6. Notices. Except when expressly provided otherwise, 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, unless a unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Developer shall be given by the affidavit of the person mailing or personally delivering said notice. Notices to the Developer shall be delivered by mail to the Secretary of the Developer, at the Secretary's residence in the Condominium, or in case of the Secretary's absence, then the President of the Developer at his residence in the Condominium, and in his absence, to any member of the Board of Directors of the Developer.

(a) Notices to the Developer shall be delivered by mail to: SUNICE, INC., at 12783 E West Forest Hill Blvd. #255, Wellington, FL 33414.

(b) All notices shall be deemed and considered sent when mailed or hand delivered. Any party may change his mailing address by written notice, duly receipted for. Notices required to be given to the personal representatives 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.

(c) The change of the mailing address of any party, as specified herein, shall not require an amendment to this Declaration.

34.7. Construction of Declaration. The provisions of this Declaration

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RLC 03/24/92:kh

shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

34.8. Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration or exhibits hereto.

34.9. Developer's Tenants. It is understood and agreed by all parties hereto and all Unit Owners that certain units may be occupied by tenants of the Developer under lease arrangements heretofore or hereinafter consummated and agreed upon. That any such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance their lease agreements and to use and enjoy on a non-exclusive basis all common elements of the Condominium without any cost or expense except as may be provided under their lease agreement with the Developer.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed on the 25 day of MARCH, 1992.

Signed, sealed and delivered
in the presence of:

SUNICE, INC., a Florida corporation

Terry F. Bove
Print Name Terry F. Bove

By Edward M. Ryan
EDWARD M. RYAN, President

Gwen McCrae
Print Name Gwen McCrae

[CORPORATE SEAL]

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

The foregoing instrument was acknowledged before me this 25 day of March, 1992, by EDWARD M. RYAN, President of SUNICE, INC., a Florida corporation, on behalf of the corporation. He/She is personally known to me or who has produced as identification and who did/did not take an oath.

Notarial Seal
Patricia J. Loesch, Notary Public
Scott Twp., Allegheny County
My Commission Expires Sept 25, 1995
Member, Pennsylvania Association of Notaries

Patricia J. Loesch
PATRICIA J. LOESCH
(Printed Name)
Notary Public, State of PA
My Commission Expires: 9/25/95

(NOTARIAL SEAL)

JOINDER AND CONSENT

The CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the foregoing Declaration of Condominium for CAMINO REAL VILLAGE I, a Condominium and Exhibits attached.

IN WITNESS WHEREOF, the CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officers and its proper seal to be affixed this 25th day of March, 1992.

CAMINO REAL VILLAGE I CONDOMINIUM
ASSOCIATION, INC.

BY: E.M. Ryan
EDWARD M. RYAN, President

[CORPORATE SEAL]

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

The foregoing Joinder and Consent was acknowledged before me this 25th day of March, 1992, by EDWARD M. RYAN, as President of CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit. He is personally known to me and who did not take an oath.

Notarial Seal
Patricia J. Loesch, Notary Public
Scott Twp., Allegheny County
My Commission Expires Sept. 25, 1995
Member, Pennsylvania Association of Notaries

Patricia J. Loesch
PATRICIA J. LOESCH
(Printed Name)
NOTARY PUBLIC, State of PA
My commission expires: 9/25/95

EXHIBIT "A"

PHASE 1 LEGAL DESCRIPTION

A portion of Tract "A", CAMINO REAL VILLAGE (A P.U.D.), according to the Plat thereof, as recorded in Plat Book 37, Pages 13 and 14 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Tract "A"; thence N. 89° 01' 29" E. along the North line thereof, a distance of 241.82 feet to THE POINT OF BEGINNING; thence continuing N. 89° 01' 29" E. along said North line, a distance of 145.44 feet; thence S. 00° 58' 31" E., a distance of 74.00 feet; thence N. 89° 01' 29" E., a distance of 106.00 feet; thence S. 00° 58' 31" E., a distance of 140.25 feet; thence N. 89° 01' 29" E., a distance of 27.13 feet; thence S. 00° 58' 31" E., a distance of 141.00 feet; thence S. 89° 01' 29" W., a distance of 140.84 feet; thence N. 00° 58' 31" W., a distance of 146.00 feet; thence S. 89° 01' 29" W., a distance of 25.00 feet; thence S. 00° 58' 31" E., a distance of 73.00 feet; thence S. 89° 01' 29" W., a distance of 145.00 feet; thence N. 00° 58' 31" W., a distance of 20.00 feet (the last six courses being coincident with the boundary lines of said Tract "A"); thence S. 89° 01' 29" W., a distance of 15.00 feet; thence N. 00° 58' 31" W., a distance of 48.00 feet; thence N. 89° 01' 29" E., a distance of 47.27 feet; thence N. 00° 58' 31" W., a distance of 214.25 feet to the POINT OF BEGINNING.

Together with

A portion of Tract "A", CAMINO REAL VILLAGE (A P.U.D.), according to the plat thereof, as recorded in Plat Book 37, Pages 13 and 14 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Tract "A"; thence N. 89° 01' 29" E. along the North line of said Tract "A", a distance of 387.26 feet to the POINT OF BEGINNING; thence continuing N. 89° 01' 29" E. along said North line, a distance of 120.00 feet; thence S. 00° 58' 31" E., a distance of 74.00 feet; thence S. 89° 01' 29" W., a distance of 120.00 feet; thence N. 00° 58' 31" W., a distance of 74.00 feet to the POINT OF BEGINNING.

Said lands situate in Palm Beach County, Florida.

(5850 Parcel)

ORR 7179 P, 2019

EXHIBIT "A"

PHASE 2 LEGAL DESCRIPTION

A portion of Tract "A", CAMINO REAL VILLAGE (A P.U.D.), according to the Plat thereof, as recorded in Plat Book 37, Pages 13 and 14 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

BEGINNING at the Northwest corner of said Tract "A"; thence N. 89° 01' 29" E. along the North line of Tract "A", a distance of 241.82 feet; thence S. 00° 58' 31" W., a distance of 214.25 feet; thence S. 89° 01' 29" W., a distance of 47.27 feet; thence S. 00° 58' 31" E., a distance of 48.00 feet; thence S. 89° 01' 29" W., a distance of 86.63 feet; thence N. 00° 58' 31" W., a distance of 124.00 feet; thence S. 89° 01' 29" W., a distance of 25.00 feet; thence S. 00° 58' 31" E., a distance of 124.00 feet; thence S. 89° 01' 29" W., a distance of 102.92 feet; thence N. 00° 58' 31" W., a distance of 52.25 feet; thence S. 89° 01' 29" W., a distance of 15.00 feet; thence N. 00° 58' 31" W., a distance of 130.00 feet; thence N. 89° 01' 29" E., a distance of 35.00 feet; thence N. 00° 58' 31" W., a distance of 80.00 feet to the POINT OF BEGINNING, the last 10 courses being coincident with boundary lines of said Tract "A".

Said lands situate in Palm Beach County, Florida.

(5900 Parcel)

EXHIBIT "B"

PHASE 2 LEGAL DESCRIPTION

A portion of Tract "A", CAMINO REAL VILLAGE (A P.U.D.), according to the Plat thereof, as recorded in Plat Book 37, Pages 13 and 14 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

BEGINNING at the Northwest corner of said Tract "A"; thence N. 89° 01' 29" E. along the North line of Tract "A", a distance of 241.82 feet; thence S. 00° 58' 31" W., a distance of 214.25 feet; thence S. 89° 01' 29" W., a distance of 47.27 feet; thence S. 00° 58' 31" E., a distance of 48.00 feet; thence S. 89° 01' 29" W., a distance of 86.63 feet; thence N. 00° 58' 31" W., a distance of 124.00 feet; thence S. 89° 01' 29" W., a distance of 25.00 feet; thence S. 00° 58' 31" E., a distance of 124.00 feet; thence S. 89° 01' 29" W., a distance of 102.92 feet; thence N. 00° 58' 31" W., a distance of 52.25 feet; thence S. 89° 01' 29" W., a distance of 15.00 feet; thence N. 00° 58' 31" W., a distance of 130.00 feet; thence N. 89° 01' 29" E., a distance of 35.00 feet; thence N. 00° 58' 31" W., a distance of 80.00 feet to the POINT OF BEGINNING, the last 10 courses being coincident with boundary lines of said Tract "A".

Said lands situate in Palm Beach County, Florida.

(5900 Parcel)

QRB 7179 Pg 2021

EXHIBIT "C"

**SURVEY, PLOT PLAN, FLOOR PLANS &
GRAPHIC DESCRIPTION OF IMPROVEMENTS**

Δ - DELTA (CENTRAL ANGLE)
A - ARC LENGTH
R.P. - RADIUS POINT

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

ORB 7179 Pg 2023

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. The "LAND DESCRIPTION" of the hereon described property was prepared by the surveyor.
3. Bearings shown hereon are relative to the North line of Tract "A" bearing North 89°01'29" East.
4. Elevations shown hereon are based on the National Geodetic Vertical Datum of 1929.
5. Underground foundations were not located.

LAND DESCRIPTION: (5850 PARCEL)

A portion of Tract "A", CAMINO REAL VILLAGE (A P.U.D.), according to the Plat thereof, as recorded in Plat Book 37, Pages 13 and 14 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Tract "A"; thence N. 89° 01' 29" E. along the North line thereof, a distance of 241.82 feet to THE POINT OF BEGINNING; thence continuing N. 89° 01' 29" E. along said North line, a distance of 145.44 feet; thence S. 00° 58' 31" E., a distance of 74.00 feet; thence N. 89° 01' 29" E., a distance of 106.00 feet; thence S. 00° 58' 31" E., a distance of 140.25 feet; thence N. 89° 01' 29" E., a distance of 27.13 feet; thence S. 00° 58' 31" E., a distance of 141.00 feet; thence S. 89° 01' 29" W., a distance of 140.84 feet; thence N. 00° 58' 31" W., a distance of 146.00 feet; thence S. 89° 01' 29" W., a distance of 25.00 feet; thence S. 00° 58' 31" E., a distance of 73.00 feet; thence S. 89° 01' 29" W., a distance of 145.00 feet; thence N. 00° 58' 31" W., a distance of 20.00 feet (the last six courses being coincident with the boundary lines of said Tract "A"); thence S. 89° 01' 29" W., a distance of 15.00 feet; thence N. 00° 58' 31" W., a distance of 48.00 feet; thence N. 89° 01' 29" E., a distance of 47.27 feet; thence N. 00° 58' 31" W., a distance of 214.25 feet to the POINT OF BEGINNING.

Together with

RECREATION AREA

A portion of Tract "A", CAMINO REAL VILLAGE (A P.U.D.), according to the plat thereof, as recorded in Plat Book 37, Pages 13 and 14 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

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Said lands situate in Palm Beach County, Florida.

Containing 85,220.5 square feet/1.9564 acres, more or less.

Subject to easements, restrictions, reservations, covenants, and rights-of-way of record.

CERTIFICATE:

This certification made this 13th day of June, 1991, by the undersigned surveyor is made pursuant to the provisions of Section 718.104 (4) (a), of the Florida Statutes as amended, and is a certification that the attached Exhibit "C", sheets through are an accurate representation of the improvements described thereon and that the construction of said improvements are complete so that such material together with the provisions of the "Declaration of Condominium" of the CAMINO REAL VILLAGE condominium, describing the condominium property, is an accurate representation of the location and dimensions of the improvements described and said identification, location and dimensions of the "Common Elements" and of each unit can be determined from these materials.

David P. Lindley, P.E.S.
Reg. Land Surveyor #5005

28 JUNE, 1990
DATE

C.M.A.

DRAWN BY

180/1-7-37-46

FIELD BOOK / PAGE

EXHIBIT C PAGE OF
CAMINO REAL VILLAGE 1
A CONDOMINIUM
PHASE 1
SURVEY & PLOT PLAN

CAULFIELD & WHEELER, INC.

Consulting Engineers - Planners - Surveyors
7501A West Palmetto Park Road - Suite 100A
Boca Raton, Florida 33433
407 - 392-1991

088 7179 Pg 2024

Specifications Exhibit to Camino Real Village I
A Condominium - Phase I

BENCHMARK:

No. 117 - P.B.C. Disc in S.W. Cor. of Wingwall Walk,
E-3 Canal and Camino Real (near Boca Del Mar Entrance).
Elevation = 16.184'

FLOOD ZONE INFORMATION:

Flood Zone "AO" (depth 1')
Comm. Panel No. 120192 0245 B
Date: October 15, 1982

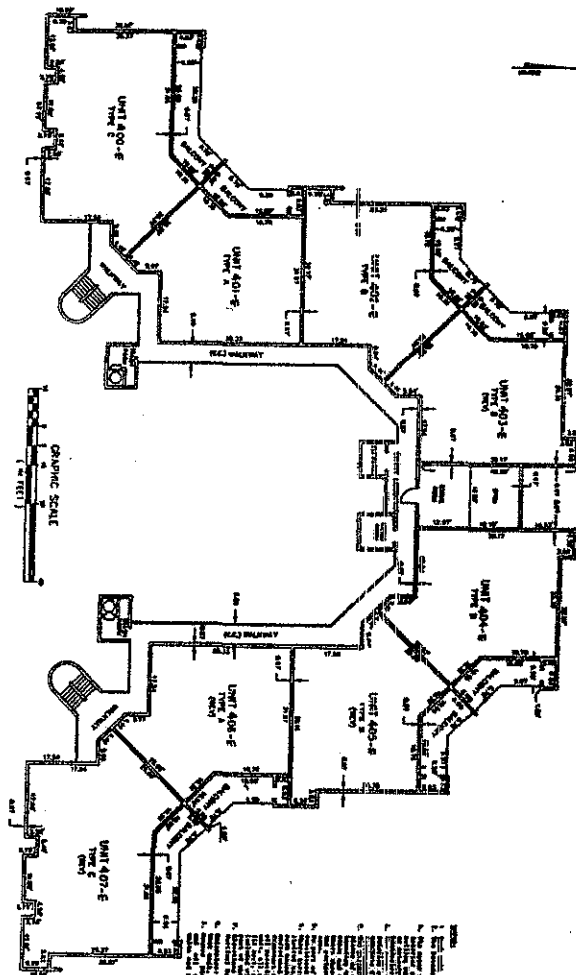
This is a detailed architectural floor plan of the 10th floor of the World Trade Center. The plan shows a complex arrangement of rooms and corridors. Key features include:

- Units:** Labeled units include UNIT 100-B, UNIT 101-B, UNIT 102-B, UNIT 103-B, UNIT 104-B, UNIT 105-B, UNIT 106-B, and UNIT 107-B. Each unit is shown with its internal layout, including desks, chairs, and other furniture.
- Red Walkways:** These are highlighted in red and run through the center of the floor, connecting different sections of the building.
- Graining Scale:** A scale bar is located on the left side of the plan, indicating a length of 10 feet.
- Other Features:** The plan also shows various other rooms, including a large open area at the bottom left, and a series of smaller rooms and corridors at the bottom right.

FIRST FLOOR

1702

CAMINO REAL VILLAGE 1 **A CONDOMINIUM** **PHASE 1**



NOTE:
 1. SEE SEPARATE COMMON DESIGN
 2. SEE UNIT DESIGN - JTK
 3. SEE UNIT DESIGN - JTK

FOURTH FLOOR

GRAPHIC SCALE
 1" = 10'

1. THE UNIT IS TO BE USED AS A RESIDENTIAL UNIT.
 2. THE UNIT IS TO BE USED AS A RESIDENTIAL UNIT.
 3. THE UNIT IS TO BE USED AS A RESIDENTIAL UNIT.
 4. THE UNIT IS TO BE USED AS A RESIDENTIAL UNIT.
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 9. THE UNIT IS TO BE USED AS A RESIDENTIAL UNIT.
 10. THE UNIT IS TO BE USED AS A RESIDENTIAL UNIT.

CAULFIELD & WHEELER, INC.
 ARCHITECTS
 1000 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 TEL: 333-1111
 FAX: 333-1111

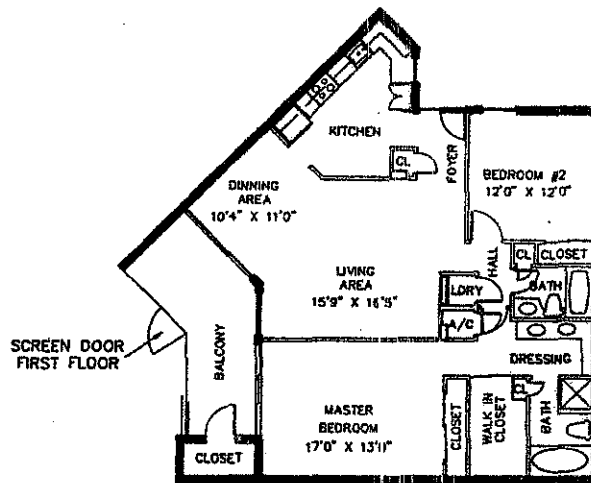
CONDOMINIUM PHASE 1
 CAMINO REAL VILLAGE 1
 PHASE 1

UNIT 401-E
 UNIT 402-E
 UNIT 403-E
 UNIT 404-E
 UNIT 405-E
 UNIT 406-E
 UNIT 407-E

UNIT 401-E
 UNIT 402-E
 UNIT 403-E
 UNIT 404-E
 UNIT 405-E
 UNIT 406-E
 UNIT 407-E

1702

**CAMINO REAL VILLAGE
A CONDOMINIUM
PHASE I
FLOOR PLAN
TYPE A**



NOTE:
UNIT DIMENSIONS ARE APPROXIMATE
ONLY AND TAKEN FROM PLANS PREPARED
BY SCHWAB & TWITTY ARCHITECTS INC.
DATED DEC 18, 1978

REFER TO EXHIBIT C PAGE OF OF THE DECLARATION
OF CONDOMINIUM OF CAMINO REAL VILLAGE 1, A CONDOMINIUM
PHASE 1, FOR UNIT BOUNDARY DIMENSIONS

**CAMINO REAL VILLAGE
A CONDOMINIUM
TYPE A**

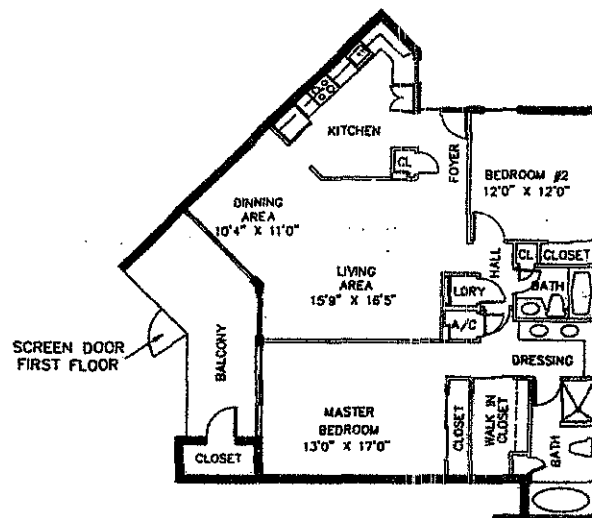
SCHWAB & TWITTY ARCHITECTS, INC.
1000 15th Street, Suite 100
San Francisco, CA 94103
415.774.1100

DATE	REVISIONS	BY

DATE 8/13/91
SCALE AS SHOWN
OWN BY TMM
CHK BY DPL
FLOR.
PAGE
JOB NO. 1702

RECORDS SECTION
CITY OF SAN FRANCISCO
1000 15th Street, Suite 100
San Francisco, CA 94103
415.774.1100

**CAMINO REAL VILLAGE
A CONDOMINIUM
PHASE I
FLOOR PLAN
TYPE B**



NOTE:
UNIT DIMENSIONS ARE APPROXIMATE
ONLY AND TAKEN FROM PLANS PREPARED
BY SCHWAB & TWITTY ARCHITECTS INC.
DATED DEC 18, 1978

REFER TO EXHIBIT C PAGE OF OF THE DECLARATION
OF CONDOMINIUM OF CAMINO REAL VILLAGE 1, A CONDOMINIUM
PHASE 1, FOR UNIT BOUNDARY DIMENSIONS

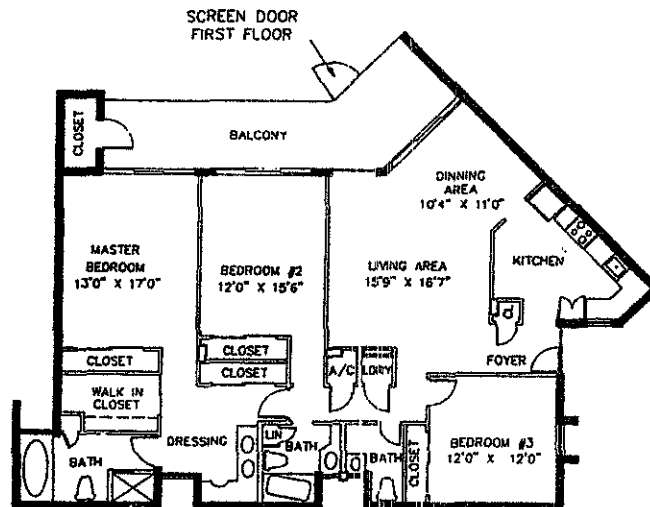
**CAMINO REAL VILLAGE
A CONDOMINIUM
TYPE B**

SCHWAB & TWITTY ARCHITECTS INC.
Architects
1000 West 10th Street
Suite 100
Anchorage, Alaska 99501
Tel. 263-1111

DATE	REVISIONS	BY

DATE 5/13/91
SCALE AS SHOWN
DRAWN BY JMM
CHECKED BY DPL
P.L.O. NO. 1702

CAMINO REAL VILLAGE
A CONDOMINIUM
PHASE I
FLOOR PLAN
TYPE C



NOTE:
 UNIT DIMENSIONS ARE APPROXIMATE
 ONLY AND TAKEN FROM PLANS PREPARED
 BY SCHWAB & TWITTY ARCHITECTS INC.
 DATED DEC 18, 1978

REFER TO EXHIBIT C PAGE OF OF THE DECLARATION
 OF CONDOMINIUM OF CAMINO REAL VILLAGE 1, A CONDO. NIUM
 PHASE 1, FOR UNIT BOUNDARY DIMENSIONS

CAMINO REAL VILLAGE
A CONDOMINIUM
TYPE C

CALEFIELD & WHEELER, INC.
 Consulting Engineers & Planners & Architects
 1000 North Highway 101, Suite 100, San Jose, CA 95128
 (415) 281-1000

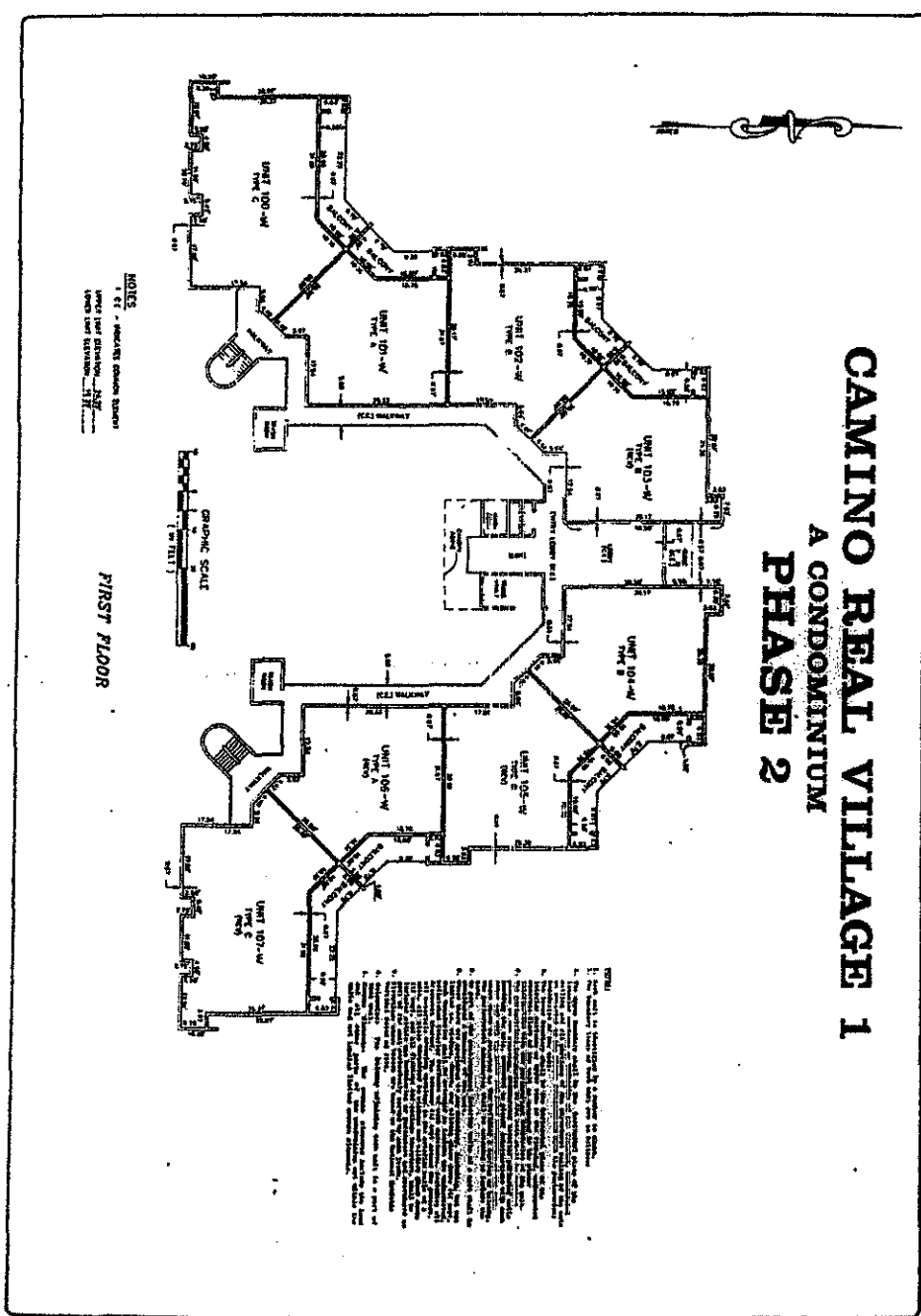
DATE	REVISIONS	BY

DATE 6/13/91
 SCALE AS SHOWN
 DRN. BY TMM
 CKD. BY DPL
 PLO. BY
 PAGE 1702
 JOB NO.

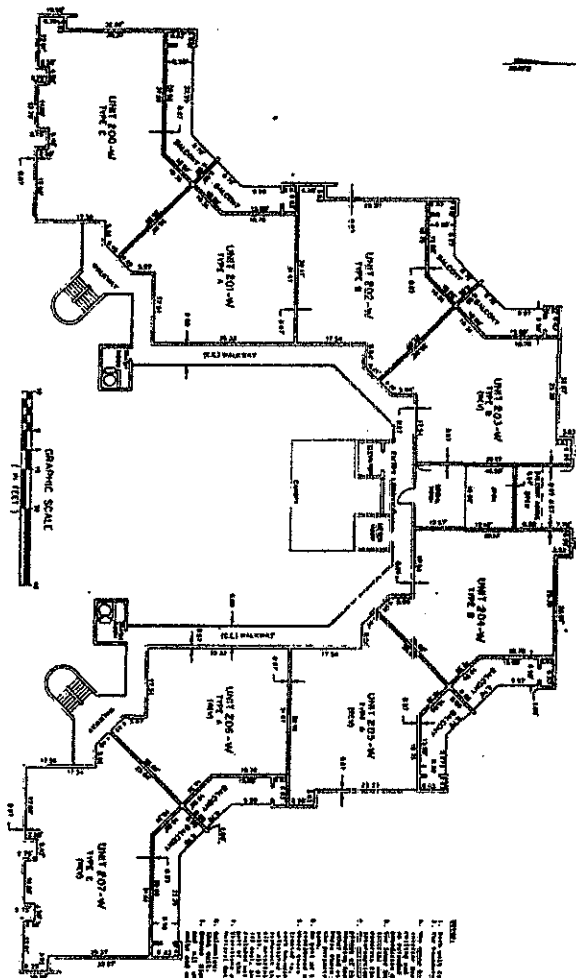
REF ID: A6024 PDF, MAY 1968
P.D. 10, 1968 110-17
110-17
110-17
110-17

[illegible][illegible]

(Engraved steel safe)



CAMINO REAL VILLAGE 1 A CONDOMINIUM PHASE 2



NOTE:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO THE CENTER OF THE UNIT.

SECOND FLOOR

RECORDING
OF RECORD, DEED, OR OTHER
INSTRUMENT IN THE
OFFICE OF THE CLERK OF THE
SUPERIOR COURT, IN THE
COUNTY OF SAN DIEGO,
CALIFORNIA.

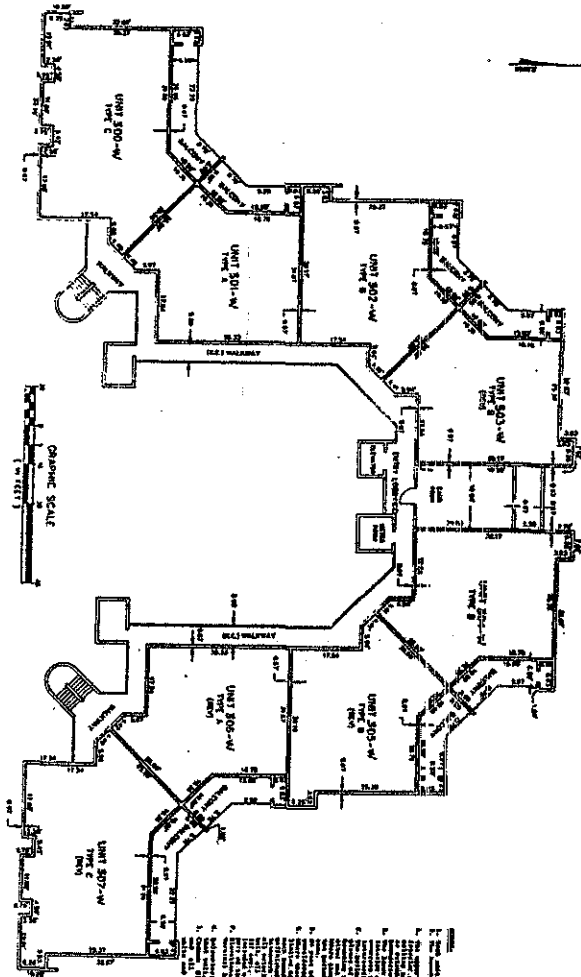
CAULFIELD & WHITELY, INC.
Architects
1000 Camino del Rio South, Suite 200
San Diego, California 92108
Tel. (619) 591-1100

EXHIBIT C PAGE 1
OF
ANNEXATION TO AND PART OF THE
DECLARATION OF CONDOMINIUM OF
CAMINO REAL VILLAGE 1
A CONDOMINIUM

DATE: 10/1/88
BY: [Signature]
TITLE: [Title]

1702

**CAMINO REAL VILLAGE 1
A CONDOMINIUM
PHASE 2**



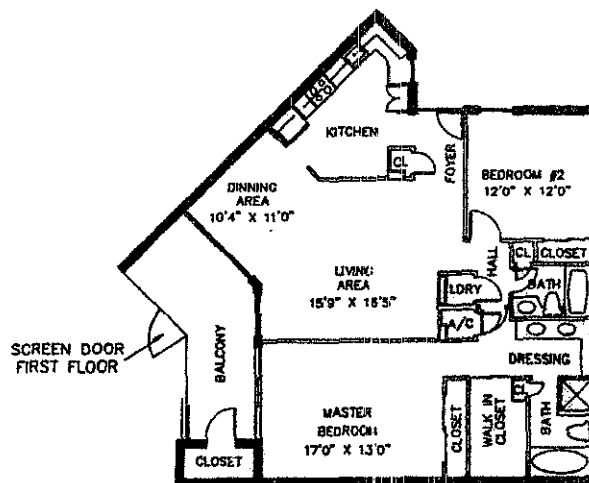
NOTE 5
1 CI - SECURITY PERSONS ETC
UNCLAS ELEVATION 2C
LONGT PART ELEVATION 22C

THIRD FLOOR

1. The **1990** **1991** **1992** **1993** **1994** **1995** **1996** **1997** **1998** **1999** **2000** **2001** **2002** **2003** **2004** **2005** **2006** **2007** **2008** **2009** **2010** **2011** **2012** **2013** **2014** **2015** **2016** **2017** **2018** **2019** **2020** **2021** **2022** **2023** **2024** **2025** **2026** **2027** **2028** **2029** **2030** **2031** **2032** **2033** **2034** **2035** **2036** **2037** **2038** **2039** **2040** **2041** **2042** **2043** **2044** **2045** **2046** **2047** **2048** **2049** **2050** **2051** **2052** **2053** **2054** **2055** **2056** **2057** **2058** **2059** **2060** **2061** **2062** **2063** **2064** **2065** **2066** **2067** **2068** **2069** **2070** **2071** **2072** **2073** **2074** **2075** **2076** **2077** **2078** **2079** **2080** **2081** **2082** **2083** **2084** **2085** **2086** **2087** **2088** **2089** **2090** **2091** **2092** **2093** **2094** **2095** **2096** **2097** **2098** **2099** **2100** **2101** **2102** **2103** **2104** **2105** **2106** **2107** **2108** **2109** **2110** **2111** **2112** **2113** **2114** **2115** **2116** **2117** **2118** **2119** **2120** **2121** **2122** **2123** **2124** **2125** **2126** **2127** **2128** **2129** **2130** **2131** **2132** **2133** **2134** **2135** **2136** **2137** **2138** **2139** **2140** **2141** **2142** **2143** **2144** **2145** **2146** **2147** **2148** **2149** **2150** **2151** **2152** **2153** **2154** **2155** **2156** **2157** **2158** **2159** **2160** **2161** **2162** **2163** **2164** **2165** **2166** **2167** **2168** **2169** **2170** **2171** **2172** **2173** **2174** **2175** **2176** **2177** **2178** **2179** **2180** **2181** **2182** **2183** **2184** **2185** **2186** **2187** **2188** **2189** **2190** **2191** **2192** **2193** **2194** **2195** **2196** **2197** **2198** **2199** **2200** **2201** **2202** **2203** **2204** **2205** **2206** **2207** **2208** **2209** **2210** **2211** **2212** **2213** **2214** **2215** **2216** **2217** **2218** **2219** **2220** **2221** **2222** **2223** **2224** **2225** **2226** **2227** **2228** **2229** **2230** **2231** **2232** **2233** **2234** **2235** **2236** **2237** **2238** **2239** **2240** **2241** **2242** **2243** **2244** **2245** **2246** **2247** **2248** **2249** **2250** **2251** **2252** **2253** **2254** **2255** **2256** **2257** **2258** **2259** **2260** **2261** **2262** **2263** **2264** **2265** **2266** **2267** **2268** **2269** **2270** **2271** **2272** **2273** **2274** **2275** **2276** **2277** **2278** **2279** **2280** **2281** **2282** **2283** **2284** **2285** **2286** **2287** **2288** **2289** **2290** **2291** **2292** **2293** **2294** **2295** **2296** **2297** **2298** **2299** **2300** **2301** **2302** **2303** **2304** **2305** **2306** **2307** **2308** **2309** **2310** **2311** **2312** **2313** **2314** **2315** **2316** **2317** **2318** **2319** **2320** **2321** **2322** **2323** **2324** **2325** **2326** **2327** **2328** **2329** **2330** **2331** **2332** **2333** **2334** **2335** **2336** **2337** **2338** **2339** **2340** **2341** **2342** **2343** **2344** **2345** **2346** **2347** **2348** **2349** **2350** **2351** **2352** **2353** **2354** **2355** **2356** **2357** **2358** **2359** **2360** **2361** **2362** **2363** **2364** **2365** **2366** **2367** **2368** **2369** **2370** **2371** **2372** **2373** **2374** **2375** **2376** **2377** **2378** **2379** **2380** **2381** **2382** **2383** **2384** **2385** **2386** **2387** **2388** **2389** **2390** **2391** **2392** **2393** **2394** **2395** **2396** **2397** **239**

**RECORDS OF THE
HISTORICAL SOCIETY
WHICH RECORD**

CAMINO REAL VILLAGE
A CONDOMINIUM
PHASE II
FLOOR PLAN
TYPE A



NOTE:
 UNIT DIMENSIONS ARE APPROXIMATE
 ONLY AND TAKEN FROM PLANS PREPARED
 BY SCHWAB & TWITTY ARCHITECTS INC.
 DATED DEC 18, 1978

REFER TO EXHIBIT C PAGE OF OF THE DECLARATION
 OF CONDOMINIUM OF CAMINO REAL VILLAGE 1, A CONDOMINIUM
 PHASE 1, FOR UNIT BOUNDARY DIMENSIONS

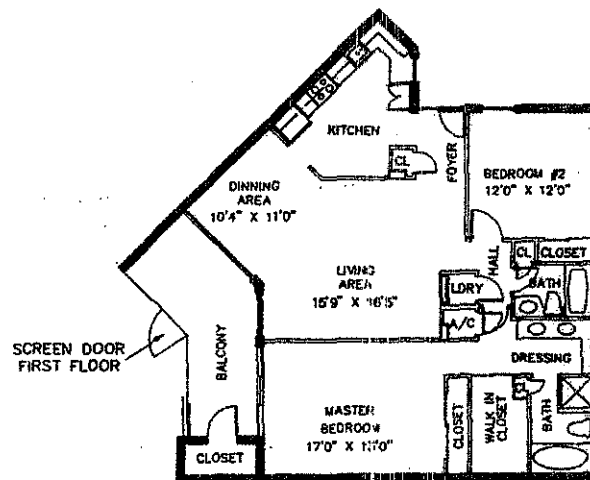
CAMINO REAL VILLAGE
A CONDOMINIUM
TYPE A



DATE	REVISIONS	BY

DATE 5/13/91
 SCALE AS SHOWN
 DRAWN BY THM
 CHECKED BY DPL
 FLOOR
 PAGE
 JOB NO. 1702

CAMINO REAL VILLAGE
A CONDOMINIUM
PHASE II
FLOOR PLAN
TYPE A



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 DATED DEC 18, 1978

REFER TO EXHIBIT C PAGE OF OF THE DECLARATION
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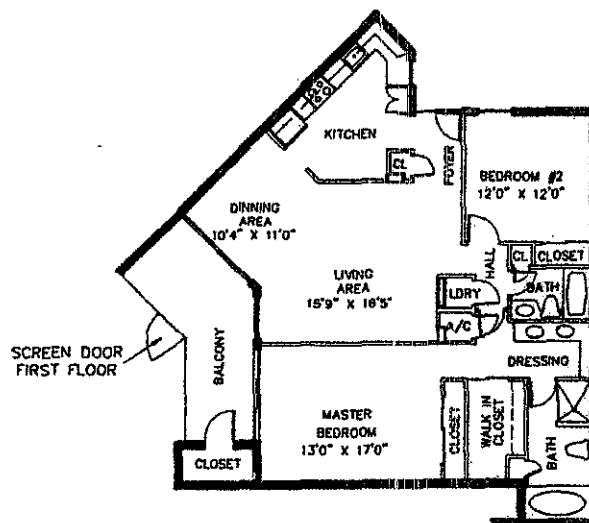
CAMINO REAL VILLAGE
A CONDOMINIUM
TYPE A

CAULFIELD & WHEELER, INC.
 1000 S. 10th Street, Suite 100
 Lincoln, NE 68502
 (402) 441-1111

DATE	REVISIONS	BY

DATE 6/13/91
 SCALE AS SHOWN
 DRAWN BY JMM
 CHECKED DPL
 PLANNED
 PAGE 1702
 JOB NO.

**CAMINO REAL VILLAGE
A CONDOMINIUM
PHASE II
FLOOR PLAN
TYPE B**



NOTE:
UNIT DIMENSIONS ARE APPROXIMATE
ONLY AND TAKEN FROM PLANS PREPARED
BY SCHWAB & TWITTY ARCHITECTS INC.
DATED DEC 18, 1978

REFER TO EXHIBIT C PAGE OF OF THE DECLARATION
OF CONDOMINIUM OF CAMINO REAL VILLAGE 1, A CONDOMINIUM
PHASE 1, FOR UNIT BOUNDARY DIMENSIONS

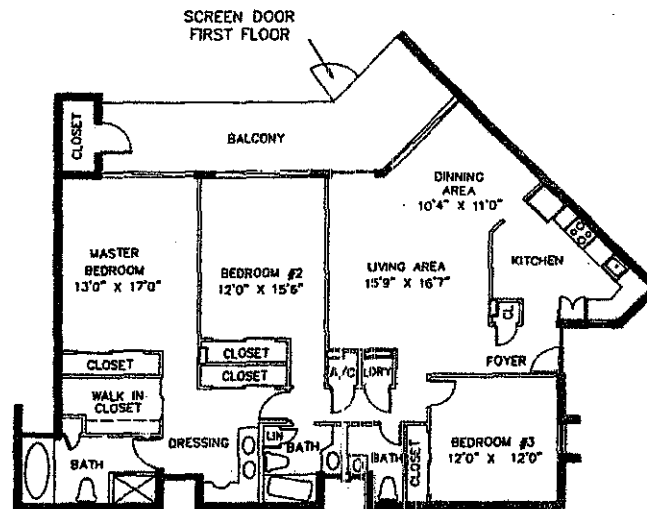
**CAMINO REAL VILLAGE
A CONDOMINIUM
TYPE B**



DATE	REVISIONS	BY

DATE 5/13/91
SCALE AS SHOWN
DRAWN JMM
CHK BY DPL
PLD BY
PAGE
JOB NO. 1702

**CAMINO REAL VILLAGE
A CONDOMINIUM
PHASE II
FLOOR PLAN
TYPE C**



NOTE:
UNIT DIMENSIONS ARE APPROXIMATE
ONLY AND TAKEN FROM PLANS PREPARED
BY SCHWAB & TWITTY ARCHITECTS INC.
DATED DEC 18, 1978

REFER TO EXHIBIT C PAGE OF OF THE DECLARATION
OF CONDOMINIUM OF CAMINO REAL VILLAGE I, A CONDOMINIUM
PHASE 1, FOR UNIT BOUNDARY DIMENSIONS

**CAMINO REAL VILLAGE
A CONDOMINIUM
TYPE C**



CAULFIELD & WHEELER, INC.
Architects & Engineers
1000 17th Avenue, Suite 1000
San Francisco, CA 94133

DATE	REVISIONS	BY

DATE 6/13/91
SCALE AS SHOWN
OWN BY TMM
CKD BY DPL
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PAGE
JOB NO. 1702

CAMINO REAL VILLAGE I, A CONDOMINIUM
Unit Owner's Percentage of Common Elements and
Common Surplus and Sharing of Common Expenses

PHASE I

5850 Camino Del Mar Bldg.

<u>UNIT NO.</u>	<u>TYPE</u>	<u>PERCENTAGE OWNERSHIP</u>
First Floor:		
100-E	C	3.815%
101-E	A	2.845%
102-E	B	2.920%
103-E	B	2.920%
104-E	B	2.920%
105-E	B	2.920%
106-E	A	2.845%
107-E	C	3.815%
Second Floor:		
200-E	C	3.815%
201-E	A	2.845%
202-E	B	2.920%
203-E	B	2.920%
204-E	B	2.920%
205-E	B	2.920%
206-E	A	2.845%
207-E	C	3.815%
Third Floor:		
300-E	C	3.815%
301-E	A	2.845%
302-E	B	2.920%
303-E	B	2.920%
304-E	B	2.920%
305-E	B	2.920%
306-E	A	2.845%
307-E	C	3.815%
Fourth Floor:		
400-E	C	3.815%
401-E	A	2.845%
402-E	B	2.920%
403-E	B	2.920%
404-E	B	2.920%
405-E	B	2.920%
406-E	A	2.845%
407-E	C	3.815%
TOTAL		<u>100 %</u>

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CASINO REAL VILLAGE I, A CONDOMINIUM

**Unit Owner's Percentage of Common Elements and
Common Surplus and Sharing of Common Expenses**

PHASES I AND II

5850 Camino Del Mar Bldg.

<u>UNIT NO.</u>	<u>TYPE</u>	<u>PERCENTAGE OWNERSHIP</u>
First Floor:		
100-E	C	1.91%
101-E	A	1.42%
102-E	B	1.46%
103-E	B	1.46%
104-E	B	1.46%
105-E	B	1.46%
106-E	A	1.42%
107-E	C	1.91%
Second Floor:		
200-E	C	1.91%
201-E	A	1.42%
202-E	B	1.46%
203-E	B	1.46%
204-E	B	1.46%
205-E	B	1.46%
206-E	A	1.42%
207-E	C	1.91%
Third Floor:		
300-E	C	1.91%
301-E	A	1.42%
302-E	B	1.46%
303-E	B	1.46%
304-E	B	1.46%
305-E	B	1.46%
306-E	A	1.42%
307-E	C	1.91%
Fourth Floor:		
400-E	C	1.91%
401-E	A	1.42%
402-E	B	1.46%
403-E	B	1.46%
404-E	B	1.46%
405-E	B	1.46%
406-E	A	1.42%
407-E	C	1.91%

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CAMINO REAL VILLAGE I, A CONDOMINIUM
Unit Owner's Percentage of Common Elements and
Common Surplus and Sharing of Common Expenses

PHASES I AND II

5900 Camino Del Mar

<u>UNIT NO.</u>	<u>TYPE</u>	<u>PERCENTAGE OWNERSHIP</u>
First Floor:		
100-W	C	1.91%
101-W	A	1.42%
102-W	B	1.46%
103-W	B	1.46%
104-W	B	1.46%
105-W	B	1.46%
106-W	A	1.42%
107-W	C	1.91%
Second Floor:		
200-W	C	1.91%
201-W	A	1.42%
202-W	B	1.46%
203-W	B	1.46%
204-W	B	1.46%
205-W	B	1.46%
206-W	A	1.42%
207-W	C	1.91%
Third Floor:		
300-W	C	1.91%
301-W	A	1.42%
302-W	B	1.46%
303-W	B	1.46%
304-W	B	1.46%
305-W	B	1.46%
306-W	A	1.42%
307-W	C	1.91%
Fourth Floor:		
400-W	C	1.91%
401-W	A	1.42%
402-W	B	1.46%
403-W	B	1.46%
404-W	B	1.46%
405-W	B	1.46%
406-W	A	1.42%
407-W	C	1.91%
TOTAL		<u>1.91%</u> <u>100%</u>

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on March 25, 1992, as shown by the records of this office.

The document number of this corporation is N48040.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
25th day of March, 1992.



CR2EO22 (2-91)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC.

A Florida Not For Profit Corporation

I, the undersigned, acknowledge and file in the office of the Secretary of State of the State of Florida, for the purpose of forming a not for profit corporation in accordance with the laws of the State of Florida, these Articles of Incorporation, as by law provided. As used herein, terms defined in the Declaration of Condominium for CAMINO REAL VILLAGE I, A CONDOMINIUM, shall mean the same herein.

1. NAME. The name and principal address of the corporation shall be:

CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association" or "Corporation" with a principal address of 5900 Camino Del Sol, Boca Raton, Florida 33433.

2. PURPOSE. In accordance with the provisions of Chapter 718, Florida Statutes, the "Condominium Act", a condominium will be created upon certain lands in Palm Beach County, Florida, to be known as: CAMINO REAL VILLAGE I, A CONDOMINIUM (the "Condominium") according to a Declaration of Condominium (the "Declaration") to be recorded in the Public Records of Palm Beach County, Florida. This Corporation is organized for the purpose of operating, governing, administering and managing the property and affairs of the Condominium and to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, the By-Laws of the Corporation, these Articles, the Declaration, and the Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in this Corporation's capacity as a condominium association.

3. POWERS. The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

- (a) To operate and manage the Condominium and condominium property in accordance with the purpose and intent contained in the Declaration;
- (b) To make and collect assessments against members to defray the costs of the Condominium and to refund common surplus to members;
- (c) To use the proceeds of assessments in the exercise of its powers and duties;
- (d) To maintain, repair, and replace the condominium property;

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CLERK OF STATE
PALM BEACH COUNTY, FLORIDA

(e) To reconstruct improvements upon the condominium property after casualty and to further improve the property;

(f) To make and amend By-Laws for the Association and regulations respecting the use of the condominium property;

(g) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the regulations for the use of the condominium property;

(h) To provide for the management and maintenance for the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted to it by the Condominium Act which are non-delegable, including, but not limited to the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

(i) To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

3.3 All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents. No part of the income, if any, of the Association shall be distributed to the members, directors, or officers of the Association.

3.4 The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration which governs the use of the condominium property.

4. MEMBERS.

4.1 All unit owners in the condominium shall automatically be members of the Association, and their membership shall automatically terminate when they are no longer owners of a unit. If a member should transfer his unit under the provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and may not be issued.

4.2 Each unit owner is entitled to one (1) vote for each unit owned by him. In the event that a unit is owned by an entity or by several individuals, such entity or individuals shall designate a voting agent for the unit(s) which they own, as set forth in the Declaration and By-Laws.

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

5. EXISTENCE. This Corporation shall have perpetual existence.

6. INCORPORATOR. The name and address of the incorporator hereof is:

<u>Name</u>	<u>Address</u>
ROBERT L. CRANE, ESQ.	515 North Flagler Drive, 18th Floor West Palm Beach, Florida 33401

7. OFFICERS. Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of the Board of Directors. The names and titles of the officers who shall serve until removed or until the first election at the first annual meeting of the Board of Directors are as follows:

<u>Name</u>	<u>Title</u>
EDWARD M. RYAN	President
LAURA HOWELL	Vice-President/Secretary
TERRY F. BOVE	Treasurer

8. DIRECTORS.

8.1 The affairs and property of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) directors. The first Board of Directors shall have three (3) members, and the number of Directors on subsequent Boards will be determined from time to time in accordance with the provisions of the By-Laws of the Association.

8.2 Directors shall be elected by the voting members in accordance with the By-Laws at regular annual meetings of the membership of the Association or as otherwise provided in the By-Laws and in the manner set out in the By-Laws. Subject to the By-Laws, Directors shall be elected to serve for a term of one (1) year. In the event of a vacancy, the remaining Director(s) shall appoint a replacement to serve the balance of the term.

8.3 The Developer, its grantees, successors or assigns, shall have the right for the periods of time hereinafter provided to appoint Directors of the Association as follows:

(a) Until the time that Developer has closed the sale of fifteen percent (15%) of the units in all proposed phases of the Condominium, Developer may appoint all members of the Board of Directors.

(b) When unit owners other than Developer own fifteen percent (15%) or more of the units in all proposed phases of the Condominium, the unit owners other than Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors.

(c) Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors when the first of the following occurs:

- (1) Three (3) years after the Development has closed the sale of fifty percent (50%) of the units in all proposed phases of the Condominium; or
- (2) Three (3) months after the Developer has closed the sale of ninety percent (90%) of the units in all proposed phases of the Condominium; or
- (3) When all of the units in all proposed phases of the Condominium have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or
- (4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
- (5) Seven (7) years after recordation of the Declaration of Condominium; or
- (6) When Developer elects to terminate its control of the Association.

So long as the Developer holds for sale in the ordinary course of business five percent (5%) of the units in all proposed phases the Condominium, the Developer shall be entitled to appoint not less than one (1) member of the Board of Directors.

8.4 Upon the occurrence of any of the above events, a special meeting of members for the purpose of electing interim directors will be held upon due and proper notice in accordance with applicable law and the By-Laws of the Association. This special meeting, which shall be held when unit owners other than the Developer are entitled to elect a majority of Directors, shall constitute the first annual meeting of the members of the Association.

8.5 The Developer shall be entitled at any time to remove or replace any Director originally selected by the Developer. The Developer may waive or relinquish in whole or in part any of its rights to appoint any one or more of the Directors it is entitled to appoint.

8.6 Any employee or agent of a business entity owner, such as Developer, shall be eligible to serve as a Director of the Association. The Directors herein named shall serve until the first election of Directors and any vacancies in their number occurring before the first election shall be filled by the Developer. Directors appointed by the Developer need not be members of the Association.

8.7 All officers shall be elected by the Board of Directors in accordance with the By-Laws at regular, annual meetings of the Board of Directors, to be held

immediately following the annual meetings of the membership or as otherwise provided in the By-Laws. The Board of Directors shall elect a President, Vice President, Secretary, Treasurer, and such other officers as it shall deem desirable, consistent with the By-Laws. The President shall be elected from among the Board of Directors; no other officer need be a Director.

8.8 The following persons shall constitute the first Board of Directors, and shall hold office and serve until removed or until their successors are elected at the first regular meeting of the members:

<u>Name</u>	<u>Address</u>
EDWARD M. RYAN	1082 Bower Hill Road, Suite 1 Pittsburgh, PA 15243
LAURA HOWELL	5900 Camino Del Sol, 3rd Floor Boca Raton, FL 33433
TERRY F. BOVE	1082 Bower Hill Road, Suite 1 Pittsburgh, PA 15243

9. BY-LAWS. The By-Laws of the Association shall be adopted by the first Board of Directors and attached to the Declaration to be recorded in the public records of Palm Beach County, Florida. The By-Laws shall be altered, amended, or rescinded only at duly called meetings of the members, in the manner provided in the By-Laws.

10. AMENDMENTS.

10.1 A majority of the Board of Directors or a majority of the voting members may propose alterations, amendments to, or the rescission of these Articles, so long as the proposals do not conflict with the Condominium Act or the Declaration. Such proposals shall set forth the proposed alteration, amendment, or rescission; shall be in writing; shall be filed by the Board of Directors or a majority of the members; and shall be delivered to the President of the Association, who shall thereupon call a Special Meeting of the members not less than ten (10) days nor later than thirty (30) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided in the By-Laws. An affirmative vote of two-thirds (2/3) of the Board of Directors, and an affirmative vote of two-thirds (2/3) of the members of the Association shall be required for the adoption of the proposed alteration, amendment or rescission.

10.2 Any voting member may waive any or all of the requirements of this Article as to notice of proposals to the President of the Association for the alteration, amendment, or rescission of these Articles. Such waiver may occur before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

11. INDEMNIFICATION OF OFFICERS AND DIRECTORS. Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liability including counsel fees, reasonably incurred by or imposed

upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of wilful misfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the interests of the Corporation. Such approval shall be made by a majority vote of a quorum consisting of Directors who were not parties to such proceedings. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

12. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

12.1 No contract or transaction between the Association and one or more of its Directors or Officers, between the Association and any other corporation, partnership, association, trust or other organization in which one or more of its Directors or Officers are Directors or Officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability solely by reason of the fact that such Director or Officer may be interested in any such contract or transaction.

12.2 Interested Officers and Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

13. ADDRESS OF REGISTERED OFFICE. The street address of the registered office of this Corporation in the State of Florida shall be: 5900 Camino Del Sol, Boca Raton, Florida 33433. The name of the initial registered agent shall be ROBERT L. CRANE, ESQ., whose street address is 515 North Flagler Drive, Suite 1800, West Palm Beach, Florida 33401. The Board of Directors may from time to time move the registered office to any other address in Florida, and select a new registered agent.

IN WITNESS WHEREOF, I have hereunder set my hand and seal at Palm Beach County, Florida, this 24th day of MARCH, 1992.


 _____ (SEAL)
 ROBERT L. CRANE, Incorporator

988 7179 Pg 2051

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of March, 1992, by ROBERT L. CRANE, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

Kathleen C. Heroux
Kathleen C. Heroux (Printed Name)
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

I hereby accept the appointment as the initial registered agent of CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC. as made in the foregoing Articles of Incorporation.

DATED: 3/24/92

[Signature] (SEAL)
ROBERT L. CRANE

FILED
1992 MAR 25 PM 12:32
CLERK OF STATE
TALLAHASSEE, FLORIDA

BY-LAWS OF CHINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS

OF

CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION

1. GENERAL.

1.1 Name: The name of the corporation shall be CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, hereinafter called the "Association" or "Corporation".

1.2 Principal Office: The principal office of the Association shall be at 5850 Camino Del Mar, Boca Raton, Florida, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at the principal office.

1.3 Definitions: Terms defined in the Declaration of Condominium for CAMINO REAL VILLAGE I, A CONDOMINIUM, hereinafter called the "Condominium", shall have the same meaning herein.

2. DIRECTORS.

2.1 Powers: The property and business of the Association shall be managed by the Board of Directors, hereinafter called the "Board", which may exercise all corporate powers granted to a condominium association by law and the Condominium Act, the Articles of Incorporation, the Declaration of Condominium, and these By-Laws, if not inconsistent with the Condominium Act.

2.2 Number and Term: The number of directors which shall constitute the whole Board of Directors shall be not less than three (3) nor more than nine (9), as determined by the members at the annual or at a special meeting. Except for the initial directors designated in the Articles of Incorporation and any other directors selected by the Developer, a director shall be elected to serve for a term of one (1) year, or until his successor has been elected and qualified. The first Board of Directors shall have three (3) members. An employee or agent of a business entity owner, such as the Developer, shall be eligible to serve as a director of the Association.

2.3 Election of Directors: The Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the secretary of the Association not less than 40 days before a scheduled election. Not less than 30 days before the election meeting, the Association shall then mail or deliver a second notice of the meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2" by 11" furnished by the candidate, to be included with the mailing of the ballot, with the cost of mailing and copying to be borne by the Association. Elections shall be decided by a plurality of those

ballots cast. There shall be no quorum requirement or minimum number of votes necessary for election of members of the Board of Directors. No unit owners shall permit any other person to vote his ballot, any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot for the reasons stated in F.S. 101.051 may obtain assistance in casting the ballot. Any unit owner violating this provision may be fined by the Association in accordance with the terms of the Declaration of Condominium and these By-Laws. The regular election of the Board of Directors shall occur on the date of the annual meeting.

2.4 Vacancy and Replacement: If the office of any director 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, at a special meeting duly called for this purpose, shall choose a successor, who shall hold office for the unexpired term in respect to which such vacancy occurred. The Developer shall be empowered to remove or replace at any time any director originally selected by the Developer.

2.5 Recall and Removal: Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting interests. A special meeting of the voting members to recall a Director or Directors may be called by ten percent (10%) of the voting interests giving notice of the meeting as required in Section 7 of these By-Laws, and the notice shall state the purpose of the meeting. No director other than the directors appointed by the Developer, shall continue to serve on the board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective immediately, and the recalled member or members of the Board shall turn over to the Board any and all records of the Association in their possession within seventy-two (72) hours after the meeting.

If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. the Board shall call a meeting of the Board within seventy-two (72) hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within seventy-two (72) hours any and all records of the Association in their possession, or proceed as described in the following unnumbered paragraph.

If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within seventy-two (72) hours, file with the Division of Land Sales and Condominiums (the "Division") a petition for binding arbitration pursuant to the procedures in Section 718.1255, Florida Statutes. The unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may

take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within seventy-two (72) hours of the effective date of the recall.

2.6 Unfilled Vacancies. If the Developer, remaining members of the Board of Directors, or members of the Association fail to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with these By-Laws, any unit owner may apply to the circuit court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the unit owner shall mail to the Association and post in a conspicuous place on the Condominium property a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the unit owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills vacancies on the Board of Directors sufficient to constitute a quorum.

2.7 First Board of Directors: The first Board of Directors designated in the Articles of Incorporation shall hold office and exercise all the powers of the Board of Directors until the first membership meeting, anything in these By-Laws to the contrary notwithstanding; provided, any or all of the said directors shall be subject to replacement by the Developer.

2.8 Compensation: Neither directors nor officers shall receive compensation for their services as such.

2.9 Meetings:

- (a) The first meeting of each Board of Directors newly elected by the voting members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum of the Board of directors shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the voting members' annual meeting, and immediately after the adjournment of same.
- (b) Special meetings shall be held whenever called by the President or a majority of the Board of Directors. The Secretary shall give notice of each special meeting either personally, by mail, or by telegram to each director at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting.
- (c) Meetings of the Board of Directors shall be open to all unit owners. Adequate notice of all meetings of the Board of Directors shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting in which assessments against unit owners are scheduled to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

- (d) A majority of the Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall constitute the act of the Board of Directors. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until such time as a quorum shall be present at a properly noticed and rescheduled meeting, at which any business may be transacted which might have been transacted at the meeting originally called.
- (e) Members of the Board of Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence in person at such meeting.

2.10 Order of Business: The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Roll call and quorum determination;
- (b) Reading of minutes of last meeting;
- (c) Consideration of communications;
- (d) Resignations and elections;
- (e) Reports of officers and employees;
- (f) Reports of committees;
- (g) Unfinished business;
- (h) Original resolutions and new business;
- (i) Adjournment.

3. EXECUTIVE COMMITTEE.

3.1 Executive Committee: The Board of Directors may, by resolution, appoint an Executive Committee of two (2) or more members, to serve during the pleasure of the Board, to consist of such directors as the Board may from time to time designate. The Chairman of the Executive Committee shall be designated by the Board of Directors. The resolution appointing the Executive Committee shall specifically delineate the powers given to the Executive Committee by the Board.

3.2 Procedure: The Executive Committee, by a vote of a majority of its members, shall fix its own times and places of meeting, shall determine the number of its members constituting a quorum for the transaction of business, and shall prescribe its own rules of procedure, which shall not be changed except by a majority vote of its members. However, notice of all Executive Committee

meetings must be given in the same manner as the Board of Directors meetings, and all Executive Committee meetings shall be open to all members of the Association.

3.3 Powers: During the intervals between the meetings of the Board of Directors, the Executive Committee shall possess and may exercise all the powers specifically given to the Executive Committee by resolution, which resolution is promulgated under Subparagraph 3.1 of these By-Laws.

4. OFFICERS.

4.1 Executive Officers: The executive officers of the Association shall be a President, Vice-President, Treasurer, and Secretary, all of whom shall be elected annually by the Board of Directors. Any two of said offices may be held by one person, except that the President shall not also be the Secretary or the Assistant Secretary of the Association. If the Board so determines, there may be more than one Vice-President.

4.2 Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as the Board may prescribe from time to time.

4.3 Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer.

4.4 The President:

- (a) The President shall preside at all meetings of the members and Directors; he shall have general and active management of the business of the Association; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association; the seal, when affixed, may be attested by the signature of the Secretary;
- (b) He shall have general superintendence and direction of all the other officers of the Association, and shall see that their duties are performed properly;
- (c) He shall submit a report of the operation of the Association for the fiscal year to the Directors whenever called for by them, and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which are of interest to the Board;
- (d) He shall be an ex-officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

4.5 The Vice-President: The Vice-President shall be vested with all powers and required to perform all duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

4.6 The Secretary:

- (a) The Secretary shall keep the minutes of the meetings of the voting members and of the Board of Directors in one or more books provided for that purpose; the minute books shall be available for inspection by unit owners, or their authorized representatives, and Directors at any reasonable time; the minutes shall be retained for a period of not less than seven (7) years;
- (b) He shall see that all notices are duly given in accordance with the provisions of the Condominium documents or as required by law;
- (c) He shall be custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents; such execution under seal, on behalf of the Association, must be duly authorized in accordance with the provisions of these By-Laws;
- (d) He shall keep a register of the post office address of each unit owner, which addresses shall be furnished to the secretary by each unit owner;
- (e) In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.
- (f) An Assistant Secretary may perform the duties of the Secretary when the Secretary is absent.

4.7 The Treasurer:

- (a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may be designated by the Board of Directors.
- (b) He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.
- (c) He may be required to give the Association a bond in a sum and with one or more sureties, satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

4.8 Vacancies: If the office of the President, Vice-President, Secretary or Treasurer, or one or more of them, becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote, may choose a successor who shall hold office for the unexpired term.

4.9 Resignations: Any director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless a specific date be fixed in the resignation, and then from that date.

5. POWERS AND DUTIES OF THE ASSOCIATION. The Association shall have all powers granted to a Condominium Association by law and the Condominium Act, and the Articles of Incorporation and these By-Laws, if not inconsistent with the Condominium Act, all of which shall be exercised by its Board of Directors.

6. MEMBERSHIP.

6.1 Definition: Voting membership in the Association shall be limited to owners of units in the Condominium as more particularly provided in the Declaration of Condominium.

6.2 Transfer of Membership and Ownership: Membership in the Association may be transferred only as an incident to the transfer of the transferor's condominium parcel, and such transfer shall be subject to the procedures set forth in the Declaration.

No charge shall be made by the Association or any body thereof in connection with the sale, mortgage, lease, sublease, or other transfer of a unit unless the Association is required to approve such transfer and a fee for such approval is provided for in the Declaration of Condominium, Articles of Incorporation, or these By-Laws. Any such fee may be preset, but in no event may such fee exceed One Hundred Dollars (\$100.00) per applicant other than husband/wife or parent/dependent child, which are considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made.

6.3 Plural Ownership: Membership may be held in the names of more than one person, in which event, all of the plural owners of the unit shall be entitled collectively to only one vote in the management of the affairs of the Association which vote may not be divided between the plural owners. The plural owners must file a certificate naming the person authorized to cast votes for the unit, in accordance with Subparagraph 7.8 of these By-Laws.

7. MEETINGS OF MEMBERSHIP.

7.1 Place: All meetings of the Association membership shall be held at the office of the Association or such other place as may be stated in the notice of the meeting.

7.2 Annual Meeting:

- (a) The first annual meeting of the members shall be held as set forth in the Articles of the Association, and each subsequent regular annual meeting of the members shall be held on the

same day of the same month of each year thereafter, at the hour stated in the notice of such meeting. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the hour stated in the notice of the meeting on the first day following which is not a legal holiday. If the meeting is rescheduled, the directors elected at the first annual meeting and the officers elected as a result of the directors' meeting will hold office until the annual meeting is held.

- (b) At the annual meeting, the members, by plurality vote, shall elect a Board of Directors and transact such other business as may properly come before the meeting.
- (c) Written notice of the annual meeting shall be given in accordance with F.S. 718.112 to each unit owner, which notice shall incorporate an identification of agenda items and shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the annual meeting. Upon notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of unit owner meetings shall be posted. The notice of the annual meeting shall be sent by mail to each unit owner in writing, and the post office certificate of mailing shall be retained as proof of such mailing. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that a notice of the Association meeting was mailed or hand-delivered, in accordance with this provision, to each unit owner at the address last furnished to the Association.
- (d) Unit owners may waive notice of annual meetings and may take action by written agreement without meetings.

7.3 Membership List: At least ten (10) days before every regular meeting of the membership, a complete list of members entitled to vote at said meeting, arranged numerically by units, and designating the residents of each unit, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days at the office of the Association, and shall be open to examination by any member throughout such ten (10) day period.

7.4 Special Meetings:

- (a) Special meetings of the members may be called for any purpose(s) unless proscribed by law, the Declaration of Condominium, or the Articles of Incorporation, by the President, and shall be called by the President or Secretary at the written request of one third (1/3) of the voting members. Such request shall state the purpose(s) of the proposed meeting. Notwithstanding anything to the contrary contained in this subsection 7.4(a), the ten percent (10%) requirement concerning the calling of a special meeting to recall a director as set forth in Section 2.5 of these By-Laws and the calling of a

special meeting to revise a budget as set forth in subsection 9.9(d) of these By-Laws shall prevail.

- (b) Written notice of a special meeting of members, stating the time, place and purpose(s) thereof, shall be served upon or mailed to each voting member at the member's address as it appears on the books of the Association, at least five (5) days before such meeting.
- (c) No business shall be transacted at a special meeting unless it is within the purpose(s) stated in the notice of the meeting.
- (d) Unit owners may waive notice of special meetings and may take action by written agreement without meetings.

7.5 Voting by Proxy: Unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Condominiums. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with F.S. 718.112 (2)(f)2.; or votes taken to waive financial statement requirements as provided in F.S. 718.111 (14); or votes taken to amend the Declaration pursuant to F.S. 718.110; or votes taken to amend the Articles of Incorporation of the Association or these By-Laws; and for any other matter for which the Condominium Act requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this Section, unit owners may vote in person at unit owner meetings.

7.6 Consent of Voting Members: Any approval by voting members called for by these By-Laws, the Declaration of Condominium, or by statute, including, but not limited to the approval required for the purchase of land or recreation leases by the Association, shall be made at a duly noticed meeting of voting members, and shall be subject to all statutory requirements or condominium documents relating to voting member decision making except that voting members may take action by written agreement, without meetings on matters for which action by written agreement without meetings is expressly allowed by these By-Laws, the Declaration of Condominium, or by statute.

7.7 Quorum: A majority of the total number of voting members of the Association, present in person or represented by written proxy, shall be required for and shall constitute a quorum at all meeting of the members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the voting members present in person or represented by written proxy, shall have the power to adjourn the meeting, until such time as a quorum shall be present or represented at a properly noticed and rescheduled meeting, at which any business may be transacted which might have been transacted at the meeting originally called.

7.8 Voting Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy given pursuant to paragraph 7.5 hereof, shall decide any question brought before

the meeting, unless the question is one upon which, by express provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws a different method of vote is required, in which case such express provision shall govern and control the decision of such question. Cumulative voting is prohibited.

7.9 Entitled and Qualified to Vote; Plural Ownership; Proxies: Each unit owner shall be entitled to one (1) vote for each unit owned by him. At any meeting of the members, every member entitled to vote may vote in person or by proxy, except that use of proxies must be in accordance with paragraph 7.5 hereof and in strict accordance with Florida Statute Chapter 718. Such proxy shall only be valid for the specific meeting for which originally given or subsequent adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. If more than one (1) person or corporation owns a unit, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said unit. If the certificate is not on file, the owner(s) shall not be qualified to vote and the vote of such owner(s) shall not be considered nor shall the presence of said unit owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a unit shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said unit, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the unit at the meeting, in which case the certificate requirements set forth above shall apply.

7.10 Order of Business: The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Election of Chairman;
- (b) Roll Call and Quorum Determination;
- (c) Proof of Notice of Meeting or Waiver of Notice;
- (d) Reading of Minutes of Prior Meeting;
- (e) Officers' Reports;
- (f) Committee Reports;
- (g) Elections;
- (h) Unfinished Business;
- (i) New Business; and
- (j) Adjournment.

7.11 Procedure: Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation, these By-Laws or any provision of law.

7.12 Unit Owner Participation: Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation. Any unit owner may tape record or video tape a meeting of the unit owners subject to reasonable rules adopted by the Division of Condominiums.

8. NOTICES.

8.1 Definition: Except where expressly provided to the contrary, whenever, under the provisions of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by regular mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association, and the post office certificate of mailing shall be retained as proof of such mailing.

8.2 Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of these By-Laws, a waiver thereof, in writing, signed by the person(s) entitled to such notice, whether before or after the time stated herein, shall be deemed the equivalent of such notice.

8.3 Address: The address for notice to the Association is CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC., 5850 Camino Del Mar, Boca Raton, Florida 33433.

9. FINANCES.

9.1 Fiscal Year: The fiscal year of the Association shall be the calendar year, commencing January 1 of each year, provided however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems advisable.

9.2 Checks: All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Secretary, or Treasurer, or by such officer(s) or such other person(s) as the Board of Directors may from time to time designate.

9.3 Depositories: The funds of the Association shall be deposited in a bank or banks in Palm Beach County, Florida, in an account for the Association under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, the President or the Secretary, or such other person(s) as the Board may authorize. The Board may require more than one signature on checks and bank drafts. The funds of the Association shall be used only for Association purposes. If necessary, and if demanded by Institutional Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Institutional Mortgagees to meet mortgage requirements for the establishment of escrows for real estate taxes and insurance respecting condominium parcels.

9.4 Inspection and Records: The Association shall maintain good accounting records. All such records and any legal documents, policies of insurance, and books of the Association shall be open to inspection at reasonable times by members, their authorized representatives, and all Institutional Mortgagees. Upon request, Institutional Mortgagees shall have the right to receive an unaudited financial statement of the Association within ninety (90) days following the end of the fiscal year.

9.5 Annual Statement: The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the Association.

9.6 Insurance: The Association shall procure, maintain and keep in full force and effect all insurance required by and in accordance with the Declaration of Condominium.

9.7 Fidelity Bonds: Upon the Condominium containing fifty-one (51) or more units, fidelity bonds in the minimum amount of Ten Thousand Dollars (\$10,000) shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The premiums for such bonds shall be paid by the Association as a common expense.

9.8 Assessments:

- (a) The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the Condominium. Common expenses include those expenses described in the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors.
- (b) Funds for the payment of common expenses shall be assessed and be a lien against the condominium parcels in the proportion of the percentage share of the common expenses attributable to each unit, as provided in the Declaration of Condominium.
- (c) Regular assessments shall be paid by the members on a quarterly basis unless the Board of Directors shall approve a different period for payment. Assessments shall not, however, be made less frequently than quarterly; provided, however, nothing hereunder shall preclude the right of the Association to accelerate assessments of an owner delinquent in payment of common expenses pursuant to 718.116(4) (a) of the Condominium Act.
- (d) Special assessments, when required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide. The Board of Directors or its managing agent may make special assessments in emergencies and upon such conditions as the Board may authorize.
- (e) When the Board of Directors has determined the amount of any assessment, the Secretary of Treasurer shall transmit a statement of such assessment to each condominium parcel owner. All assessments

shall be made payable to and at the office of the Association and upon request the Secretary or Treasurer shall give a receipt for each payment made.

- (f) Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or decrease the amount of an assessment, and make such adjustments in cash or otherwise, as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in assessments shall be given to all unit owners.
- (g) Assessments shall not include charges for utilities separately charged and metered to each condominium unit, nor charges for such alterations, repairs, maintenance, improvements or decorating within the interior of any unit as are the obligation of the unit owner and not the obligation of the Association. The Board of Directors may provide certain maintenance and repairs as would otherwise be the obligation of the individual unit owners, by the undertaking of contracts with business establishments providing repair and maintenance services, and in such cases the cost or price of such contractual services may be treated as a common expense and assessed against the members as part of their regular maintenance. The specific contracts or undertakings need not be submitted by the Board of Directors to the membership for approval once the membership has approved the policy of having a specific type of repair or maintenance undertaken by the Association which would otherwise be the individual unit owner's responsibility.
- (h) Assessments are due on the dates stated in the notice of assessment, and thereafter shall bear interest, until paid, at the highest rate then allowed by the Florida usuary laws.
- (i) In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the Association through the Board of Directors, may proceed to enforce and collect said assessment from the delinquent owner in any manner provided by the Condominium Act, the Declaration and these By-Laws. Each condominium parcel owner shall be individually responsible for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and in the enforcement of any lien held by the Association.
- (j) 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 provided herein and in the Declaration of Condominium.
- (k) Any unit owner shall have the right to require from the Association, a certificate showing the amount of unpaid assessments against him with regard to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium

parcel upon which it has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

9.9 Budget and Financial Report:

- (a) The Board of Directors is empowered to propose and adopt the budget for the Condominium.
- (b) In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance, for any item for which the deferred maintenance expense or replacement cost is greater than Ten Thousand Dollars (\$10,000). These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expense of each reserve item. The voting members may, by a majority vote at a duly constituted meeting of the members, determine for a fiscal year to provide no reserves or an amount of reserves less than the amount as computed above. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.
- (c) Each proposed annual budget of common expenses adopted by the Board of Directors shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, but not limited to, the following, as are applicable:
 - (1) Administration of the Association;
 - (2) Management fees;
 - (3) Maintenance;
 - (4) Rent for recreational and other commonly used facilities;
 - (5) Taxes upon Association property, if any;
 - (6) Taxes upon leased areas;
 - (7) Insurance;
 - (8) Security provisions;
 - (9) Other expenses;
 - (10) Operating capital;
 - (11) Reserves, if applicable;
 - (12) Fees payable to Division of Florida Land Sales and Condominiums;

- (13) Utilities;
 - (14) Reserve for roof replacement;
 - (15) Reserve for building painting; and
 - (16) Reserve for pavement resurfacing.
- (d) Written notice of the time and place of the meeting and a copy of a proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered. Such meeting shall be open to all unit owners. If a budget is adopted by the Board of Directors which required assessments against the unit owners in any fiscal year exceeding One Hundred Fifteen percent (115%) of such assessments for the preceding year, a special meeting of the unit owners shall be held, if requested in writing by at least ten percent (10%) of the unit owners, to consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. Such meeting shall be held not less than ten (10) days after written notice is given to each unit owner, but not more than thirty (30) days after such meeting has been requested in writing. The revision of the budget shall require a vote of not less than two-thirds (2/3) of all members of the Board of Directors shall require a vote of not less than a majority of the voting members. The recall of any or all members of the Board of Directors shall require a vote of not less than a majority of the voting members. The Board of Directors may in any event propose a budget to the unit owners at a members' meeting or in writing, and if such proposed budget is approved by the unit owners in the manner set forth above, nor shall the Board of Directors be recalled under the terms of this subsection.
- (e) Regular assessments shall be made against unit owners not less frequently than quarterly, in an amount no less than required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.
- (f) The provisions of Florida Statute 718.112 in effect at the time the Declaration of Condominium is recorded, with regard to limitations on budget reconsideration, and the right to consider and adopt a budget at the annual membership meeting as an alternative, are hereby adopted. For the purpose of subparagraph (d) and (g) of this paragraph, in determination of the percent of increase of the annual budget over the preceding years, authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and assessments for betterments to the condominium property shall be executed from the computation.

- (g) As long as Developer is in control of the Board, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval by a majority of all voting interests.
- (h) Notwithstanding anything in these By-laws or the Declaration which authorized expenditures, no single expenditure for the improvement of the common elements in excess of Twenty-Five Thousand Dollars (\$25,000) per annum shall be made without the approval of seventy-five (75%) percent of the membership, except for the repair of the condominium property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the property, for the safety of persons, or as required to avoid suspension of any necessary service to the condominium.
- (i) Within sixty (60) days following the end of the fiscal year of the Association, the Board of Directors shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following:
 - (1) Administration of the Association;
 - (2) Management fees;
 - (3) Maintenance;
 - (4) Rent for recreational and other commonly used facilities;
 - (5) Taxes upon Association property, if any;
 - (6) Taxes upon leased areas;
 - (7) Insurance;
 - (8) Security provisions;
 - (9) Other expenses;
 - (10) Operating capital;
 - (11) Reserves, if applicable;
 - (12) Fees payable to Division of Florida Land Sales and Condominiums;
 - (13) Utilities;
 - (14) Reserved for roof replacement;
 - (15) Reserve for building painting; and

(16) Reserve for pavement resurfacing.

10. CORPORATE SEAL. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Not for Profit". The seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

11. DEFAULT.

11.1 Enforcement of Lien: In the event a unit owner does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its behalf or through its Board of Directors, may enforce its lien for assessments to which it is entitled, in accordance with the Declaration and the provisions of law.

11.2 Proceeds of Sale: If the Association becomes the owner of a unit by reason of foreclosure, it shall offer the unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money owing to it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing the refurbishing of the unit. all monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the unit.

11.3 Violations: In the event of violation of the provisions of the Declaration, Articles of Incorporation or these By-Laws, for thirty (30) days after notice from the Association to the unit owner to correct said breach or violation, the Association, on its own behalf or through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other course of action, or other legal remedy, as it or they may deem appropriate. An Institutional Mortgagee of a unit shall be entitled to written notice from the Association of any default by the mortgagor of such unit under the condominium documents which is not cured within thirty (30) days.

11.4 Fines: Except as to an unoccupied unit, the Board of Directors may levy a fine against a unit or unit owner in such reasonable sum as the board of Directors may deem appropriate, not to exceed \$50.00. Such fine shall not become a lien against the unit of the unit owner in violation. The Association may bring an action to recover a money judgment for the unpaid fine. The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing before the Board of Directors after reasonable notice of not less than fourteen (14) days. The notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Declaration of Condominium, By-Laws, or Rules and Regulations which have allegedly been violated; and
- (3) A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

11.5 Attorneys' Fees: In the event such legal action contemplated by these By-Laws is brought against a unit owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorneys' fees and court costs.

11.6 Binding Effect: Each unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy availability of other equally adequate legal procedures. It is the intent of all owners of the units to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collection those monies due and owing it from the owners of units, and to preserve each unit owners' right to enjoy his unit, free from unreasonable restraint and nuisance.

12. AMENDMENT OF BY-LAWS. These By-Laws may be amended only at a duly called meeting of the voting members; provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment; and (2) that the quorum requirement for such purposes shall be majority of all voting members, in person or by proxy. An affirmative vote of two-thirds (2/3) of the voting members, as well as an affirmative vote of two-thirds (2/3) of the Board of Directors, shall be necessary in order to amend these By-Laws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights of liabilities of any Institutional Mortgagee. No amendment to these By-Laws is valid unless recorded, with identification of the first page thereof of the book and page of the public records where the Declaration of the Condominium is recorded. Furthermore, so long as Developer owns one or more units within the Condominium and/or has the right to add one or more Phases to the Condominium, no amendment which would be detrimental to the sale of units or which would attempt to assess the developer for capital improvements shall be valid without the written approval of Developer.

No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that the above procedure would hinder, rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted; instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See By-Law _____ for present text".

Non-material errors or omissions in the By-Laws amendment process shall not invalidate an otherwise properly promulgated amendment.

13. CONSTRUCTION.

13.1 Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

088 7179 Pg 2071

13.2 Should any of the covenants herein imposed be void or unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be remain in full force and effect.

13.2 These By-Laws and the Articles of Incorporation shall be construed in the event of any ambiguity consistent with the provisions of the Declaration of Condominium.

The foregoing were adopted as the By-Laws of: CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, at the first meeting of the Board of Directors.

Approved:

E. M. Ryan
EDWARD M. RYAN, President

CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION
INC., a Florida not for profit corporation

Laura Howe, Secretary

RECORDED MEMO: Legality
of Writing Terms of Proceeding
unanimously in this document
when received.

WC #69 ✓
RLC

MAY-13-1992 12:28pm 52-146968

ORB 7242 Pg 233

**FIRST AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR
CAMINO REAL VILLAGE I, A CONDOMINIUM**

This First Amendment to the Declaration of Condominium for Camino Real Village I, a Condominium is made this 8 day of MAY, 1992 by Sunice, Inc., a Florida corporation (the "Developer").

W I T N E S S E T H:

WHEREAS, the Declaration of Condominium for Camino Real Village I, a Condominium (the "Declaration"), was recorded March 31, 1992 in Official Record Book 7179, Page 1962 in the Public Records of Palm Beach County, Florida; and

WHEREAS, the Surveyor's Certification for Phases 1 and 2 contained within Exhibit "C" to the Declaration inadvertently omitted reference to those pages within Exhibit "C" which were being certified to; and

WHEREAS, Paragraph 26.5 of the Declaration expressly reserves unto the Developer the right to amend the Declaration for the purpose of correcting any errors or omissions not materially adversely affecting the rights of the Unit Owners, lienors or institutional mortgagees and that any such amendment to the Declaration need only be executed by the Developer; and

WHEREAS, notwithstanding Developer's intention to have simultaneously submitted both Phases 1 and 2 to condominium ownership by the initial filing and recordation of the Declaration by the Developer, which intent was evidenced within Paragraph 1.2 of the Declaration and the inclusion within Exhibit "A" to the Declaration of the Phase 2 legal description, the Developer acknowledges that certain provisions contained within Paragraph 3 of the Declaration create a potential ambiguity with regard to whether Phase 2 was effectively submitted to condominium ownership upon the recording of the Declaration;

NOW THEREFORE, in accordance with the provisions of Paragraphs 26.5 and 3.10 of the Declaration, the Declaration of Condominium for Camino Real Village I, a Condominium, is hereby amended as follows:

1. The entire Survey, Plot Plan, Floor Plans & Graphic Description of Improvements attached to the Declaration as Exhibit "C" is hereby deleted in its entirety and replaced with the corrected Survey, Plot Plan, Floor Plans & Graphic Description of Improvements attached hereto and labeled Exhibit "C", Pages 1 through 20.

2. Developer hereby confirms and ratifies its submission of the Phase 2 property described in Exhibit "B" to the Declaration to condominium ownership and to the extent legally necessary does hereby submit the Phase 2 property described in Exhibit "B" to the Declaration to condominium ownership, a copy of which Exhibit "B" is attached hereto. The thirty-two units contained within Phase 2 shall each be identified by the unit number and letter reflected on sheets 13 through 16 of the attached Exhibit "C". A Survey of the Phase 2 property, a Graphic Description of the Improvements in which the Phase 2 units are located, a Plot Plan and a Certificate of Surveyor with regard to the Phase 2 property are attached hereto as Exhibit "C", Pages 12 through 20, inclusive. The Unit Owner's Percentage of Common Elements and Common Surplus and Sharing of Common Expenses attached hereto as Exhibit "D-1" replaces the Unit Owner's Percentage of Common Elements and Common Surplus and Sharing of Common Expenses recorded as Exhibit "D" to the Declaration.

IN WITNESS WHEREOF, Developer has executed this instrument on the 8 day of MAY, 1992.

Signed, sealed and delivered in the presence of:

SUNICE, INC., a Florida corporation

Terry Bove
Print Name Terry Bove

By: E. M. Ryan
EDWARD M. RYAN, President

Michael McGraw
Print Name Michael McGraw

(CORPORATE SEAL)

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

The foregoing instrument was acknowledged before me this 8 day of MAY, 1992, by EDWARD M. RYAN, President of SUNICE, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced as identification and who did/did not take an oath.

Patricia J. Loesch
PATRICIA J. LOESCH
(Printed Name)
Notary Public, State of PA
My Commission Expires: 9/25/95

Notarial Seal
Patricia J. Loesch, Notary Public
Scott Twp., Allegheny County
My Commission Expires Sept 25, 1995
Member, Pennsylvania Association of Notaries

(NOTARIAL SEAL)

ORB 7179 Pg 2021

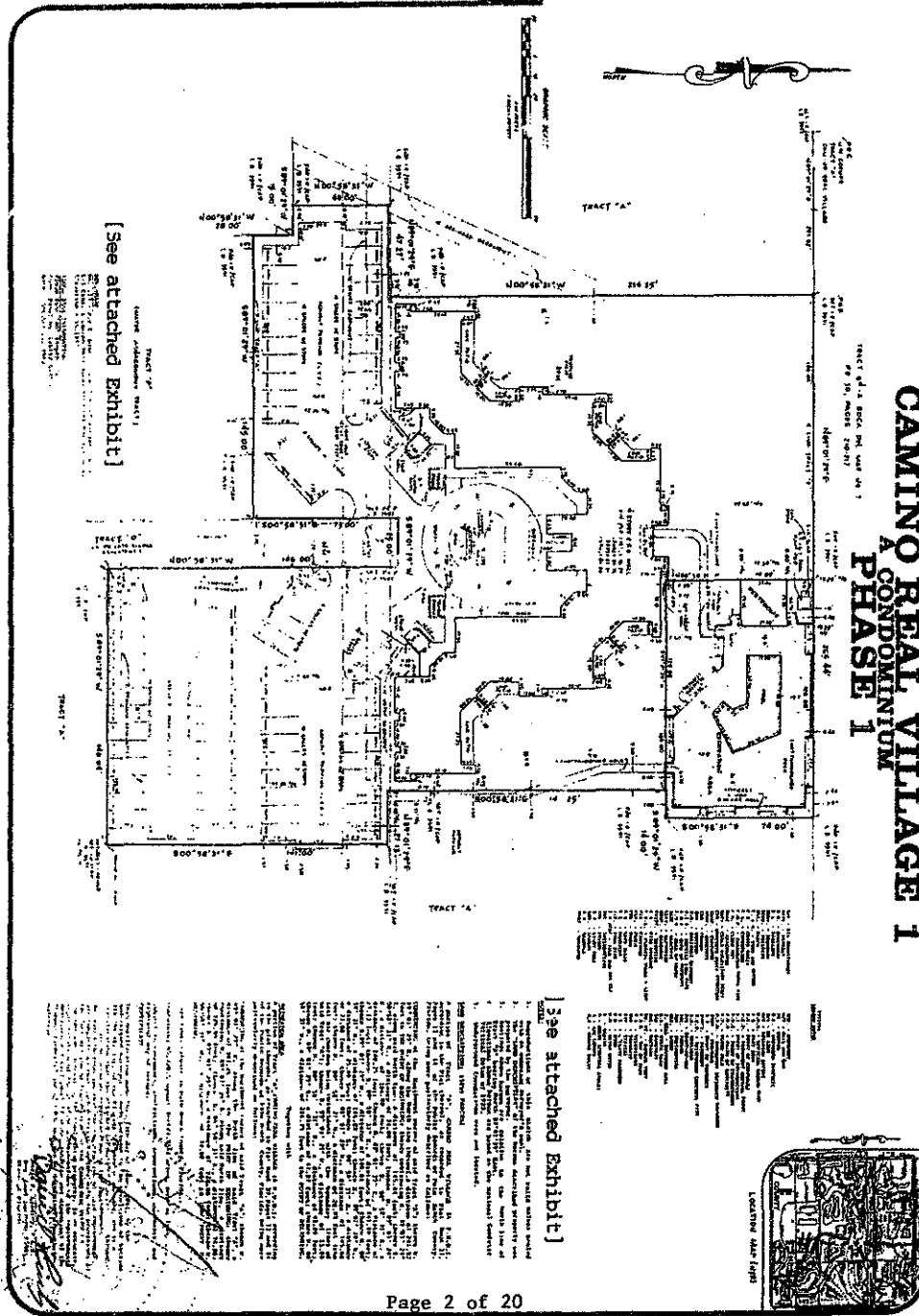
ORB 7242 Pg 235

EXHIBIT "C"

**SURVEY, PLOT PLAN, FLOOR PLANS &
GRAPHIC DESCRIPTION OF IMPROVEMENTS**

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

ORB 7179 Pg 2022
ORB 7242 Pg 236



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

A - DELTA (CENTRAL ANGLE)
R - ARC LENGTH
R.P. - RADIUS POINT

ORB 7179 Pg 2023

ORB 7242 Pg 237

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. The "LAND DESCRIPTION" of the hereon described property was prepared by the surveyor.
3. Bearings shown hereon are relative to the North line of Tract "A" bearing North 89°01'29" East.
4. Elevations shown hereon are based on the National Geodetic Vertical Datum of 1929.
5. Underground foundations were not located.

LAND DESCRIPTION: (5850 PARCEL)

A portion of Tract "A", CAMINO REAL VILLAGE (A P.U.D.), according to the Plat thereof, as recorded in Plat Book 37, Pages 13 and 14 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Tract "A"; thence N. 89° 01' 29" E. along the North line thereof, a distance of 241.82 feet to THE POINT OF BEGINNING; thence continuing N. 89° 01' 29" E. along said North line, a distance of 145.44 feet; thence S. 00° 58' 31" E., a distance of 74.00 feet; thence N. 89° 01' 29" E., a distance of 106.00 feet; thence S. 00° 58' 31" E., a distance of 140.25 feet; thence N. 89° 01' 29" E., a distance of 27.13 feet; thence S. 00° 58' 31" E., a distance of 141.00 feet; thence S. 89° 01' 29" W., a distance of 140.84 feet; thence N. 00° 58' 31" W., a distance of 146.00 feet; thence S. 89° 01' 29" W., a distance of 25.00 feet; thence S. 00° 58' 31" E., a distance of 73.00 feet; thence S. 89° 01' 29" W., a distance of 145.00 feet; thence N. 00° 58' 31" W., a distance of 20.00 feet (the last six courses being coincident with the boundary lines of said Tract "A"); thence S. 89° 01' 29" W., a distance of 15.00 feet; thence N. 00° 58' 31" W., a distance of 48.00 feet; thence N. 89° 01' 29" E., a distance of 47.27 feet; thence N. 00° 58' 31" W., a distance of 214.25 feet to the POINT OF BEGINNING.

Together with

RECREATION AREA

A portion of Tract "A", CAMINO REAL VILLAGE (A P.U.D.), according to the plat thereof, as recorded in Plat Book 37, Pages 13 and 14 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Tract "A"; thence N. 89° 01' 29" E. along the North line of said Tract "A", a distance of 387.26 feet to the POINT OF BEGINNING; thence continuing N. 89° 01' 29" E. along said North line, a distance of 120.00 feet; thence S. 00° 58' 31" E., a distance of 74.00; thence S. 89° 01' 29" W., a distance of 120.00 feet; thence N. 00° 58' 31" W., a distance of 74.00 feet to the POINT OF BEGINNING.

Said lands situate in Palm Beach County, Florida.

Containing 85,220.5 square feet/1.9564 acres, more or less.

Subject to easements, restrictions, reservations, covenants, and rights-of-way of record.

CERTIFICATE:

This certification made this 13th day of June, 1991, by the undersigned surveyor is made pursuant to the provisions of Section 718.104 (4) (a), of the Florida Statutes as amended, and is a certification that the attached Exhibit "C", sheets 5 through 20 are an accurate representation of the improvements described thereon and that the construction of said improvements are complete so that such material together with the provisions of the "Declaration of Condominium" of the CAMINO REAL VILLAGE I condominium, describing the condominium property, is an accurate, representation of the location and dimensions of the improvements described and said identification, location and dimensions of the "Common Elements" and of each unit can be determined from these materials.

28 JUNE, 1990
DATE
C.M.K.
DRAWN BY
180/1-7, 37-46
FIELD BOOK / PAGE

EXHIBIT C PAGE OF
CAMINO REAL VILLAGE I
A CONDOMINIUM
PHASE 1
SURVEY & PLOT PLAN

CAULFIELD & WHEELER, INC.
Consulting Engineers - Planners - Surveyors
7301A West Palmetto Park Road - Suite 100A
Boca Raton, Florida 33433
407 - 392-1991

ORB 7179 Pg 2024

ORB 7242 Pg 238

Specifications Exhibit to Camino Real Village I
A Condominium - Phase I

BENCHMARK:

No. 117 - P.B.C. Disc in S.W. Cor. of Wingwall Walk,
E-3 Canal and Camino Real (near Boca Del Mar Entrance).
Elevation = 16.184'

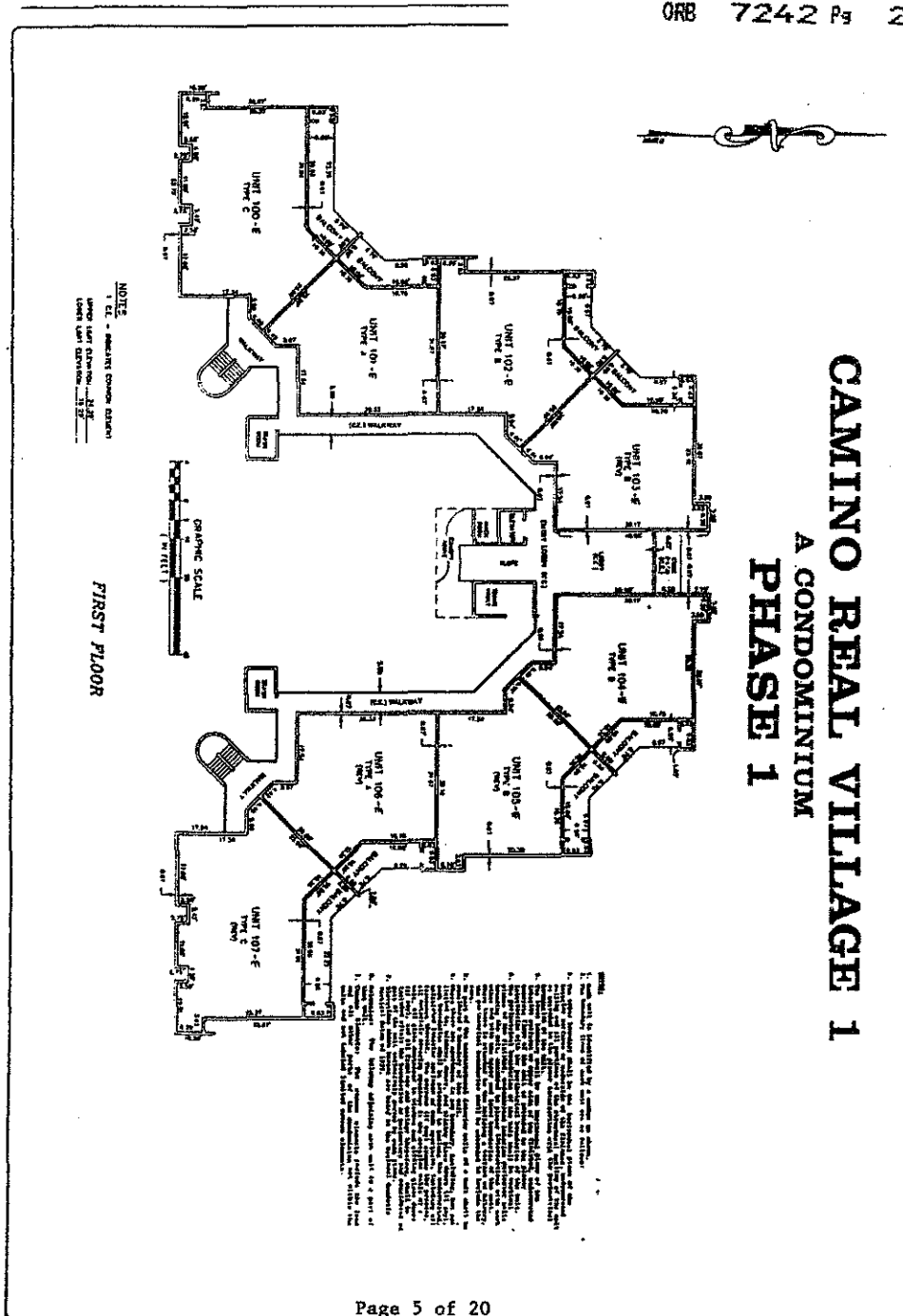
FLOOD ZONE INFORMATION:

Flood Zone "AO" (depth 1')
Comm. Panel No. 120192 0245 B
Date: October 15, 1982

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

ORB 7179 Pg 2025

ORB 7242 Pg 239



CAULFIELD & WHEELER, INC.
Civil Engineering & Surveying
1000 West 10th Street, Suite 100
Anchorage, Alaska 99501
Tel: 273-1234

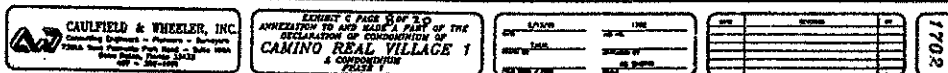
EXHIBIT C PAGE 5 OF 20
APPROVED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM OF
CAMINO REAL VILLAGE 1
A CONDOMINIUM
PAGE 1

DATE: 1/1/00
BY: [Signature]
TITLE: [Title]

DATE: 1/1/00
BY: [Signature]
TITLE: [Title]

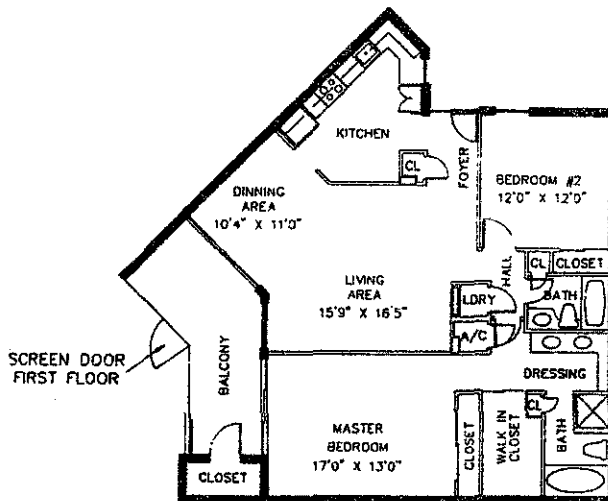
1702

ORB 7179 Pg 2028
ORB 7242 Pg 242



ORB 7179 Pg 2029
ORB 7242 Pg 243

*CAMINO REAL VILLAGE
A CONDOMINIUM
PHASE I
FLOOR PLAN
TYPE A*



UNIT DIMENSIONS ARE APPROXIMATE
ONLY AND TAKEN FROM PLANS PREPARED
BY SCHWAB & TWITTY ARCHITECTS INC.
DATED DEC 18, 1978

REFER TO EXHIBIT C PAGE 5 OF 20, OF THE DECLARATION
OF CONDOMINIUM OF CAMINO REAL VILLAGE 1, A CONDOMINIUM
PHASE 1, FOR UNIT BOUNDARY DIMENSIONS

Page 9 of 20

**CAMINO REAL VILLAGE
A CONDOMINIUM
TYPE A**



CAULFIELD & WHEELER INC.
Consulting Engineers • Planners • Surveyors
7200 N. West Highway, Suite 100 • Tulsa, OK 74120

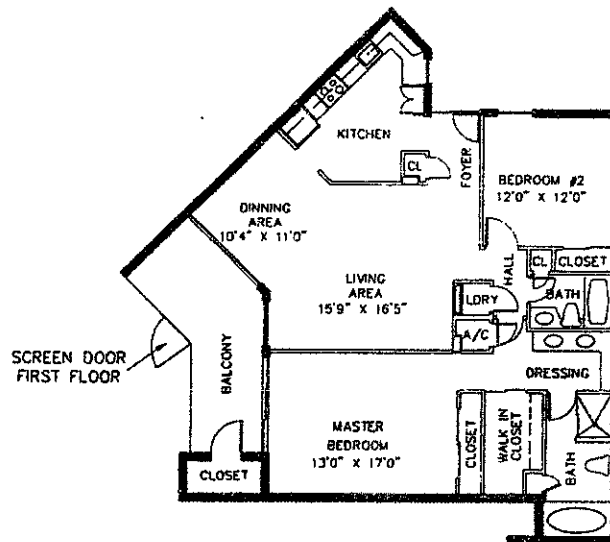
DATE	REVISIONS	BY

DATE 6/13/91
SCALE AS SHOWN
DRN.BY TMM
CKD.BY DPL
FLO.BK. _____
PAGE _____
JOB NO. 1702

ORB 71.79 Pg 2030

ORB 7242 Pg 244

CAMINO REAL VILLAGE
A CONDOMINIUM
PHASE I
FLOOR PLAN
TYPE B



NOTE:
UNIT DIMENSIONS ARE APPROXIMATE
ONLY AND TAKEN FROM PLANS PREPARED
BY SCHWAB & TWITTY ARCHITECTS INC.
DATED DEC 18, 1978

REFER TO EXHIBIT C PAGE 5 OF 20 OF THE DECLARATION
OF CONDOMINIUM OF CAMINO REAL VILLAGE 1, A CONDOMINIUM
PHASE 1, FOR UNIT BOUNDARY DIMENSIONS

Page 10 of 20

CAMINO REAL VILLAGE
A CONDOMINIUM
TYPE B



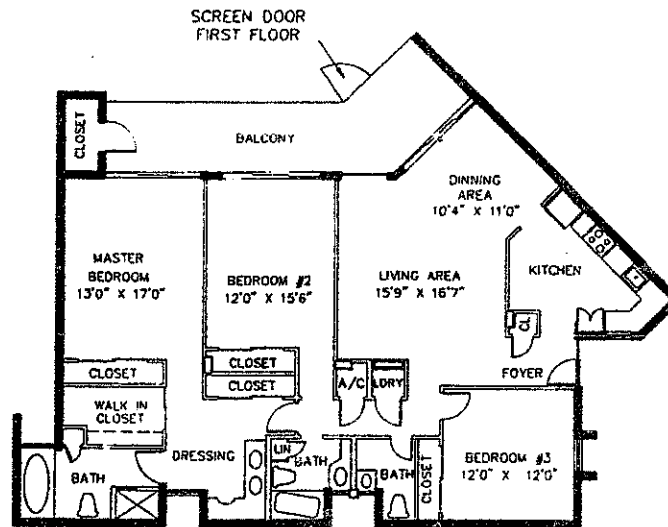
CAULFIELD & WHEELER, INC.
Consulting Engineers & Planners • Surveyors
7000 & 7001 Highway 100, Suite 100, San Jose, CA 95131
(415) 434-1000

DATE	REVISIONS	BY

DATE 6/13/91
SCALE AS SHOWN
DRN. BY JMM
CKD. BY DPL
FLD. BY
PAGE
JOB NO. 1702

ORB 7179 Pg 2031
ORB 7242 Pg 245

CAMINO REAL VILLAGE
A CONDOMINIUM
PHASE I
FLOOR PLAN
TYPE C



NOTE:
UNIT DIMENSIONS ARE APPROXIMATE
ONLY AND TAKEN FROM PLANS PREPARED
BY SCHWAB & TWITTY ARCHITECTS INC.
DATED DEC 18, 1978

REFER TO EXHIBIT C PAGE 5 OF 20 OF THE DECLARATION
OF CONDOMINIUM OF CAMINO REAL VILLAGE 1, A CONDOMINIUM
PHASE 1, FOR UNIT BOUNDARY DIMENSIONS

Page 11 of 20

CAMINO REAL VILLAGE
A CONDOMINIUM
TYPE C

CAULFIELD & WHEELER, INC.
Consulting Engineers & Architects • San Diego
1900 & West Broadway, Suite 1000 • San Diego, CA 92101
(619) 591-1100

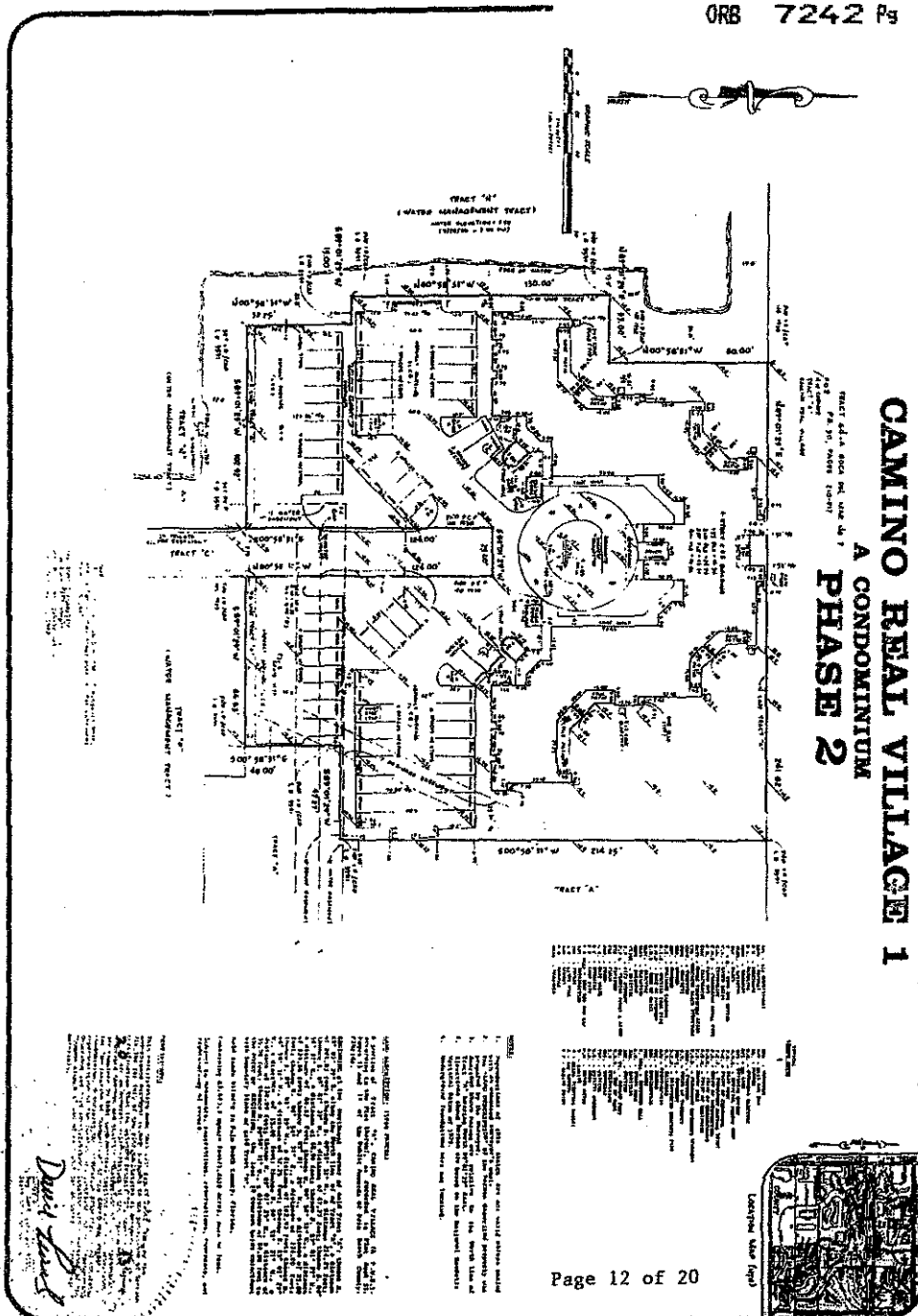
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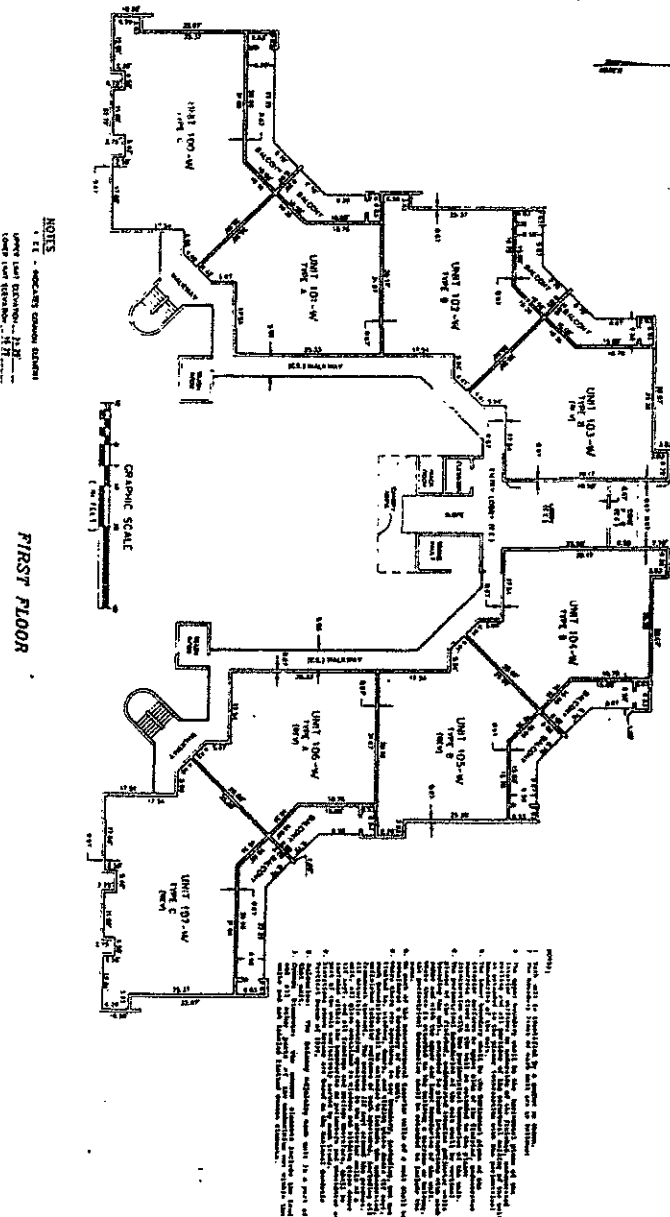


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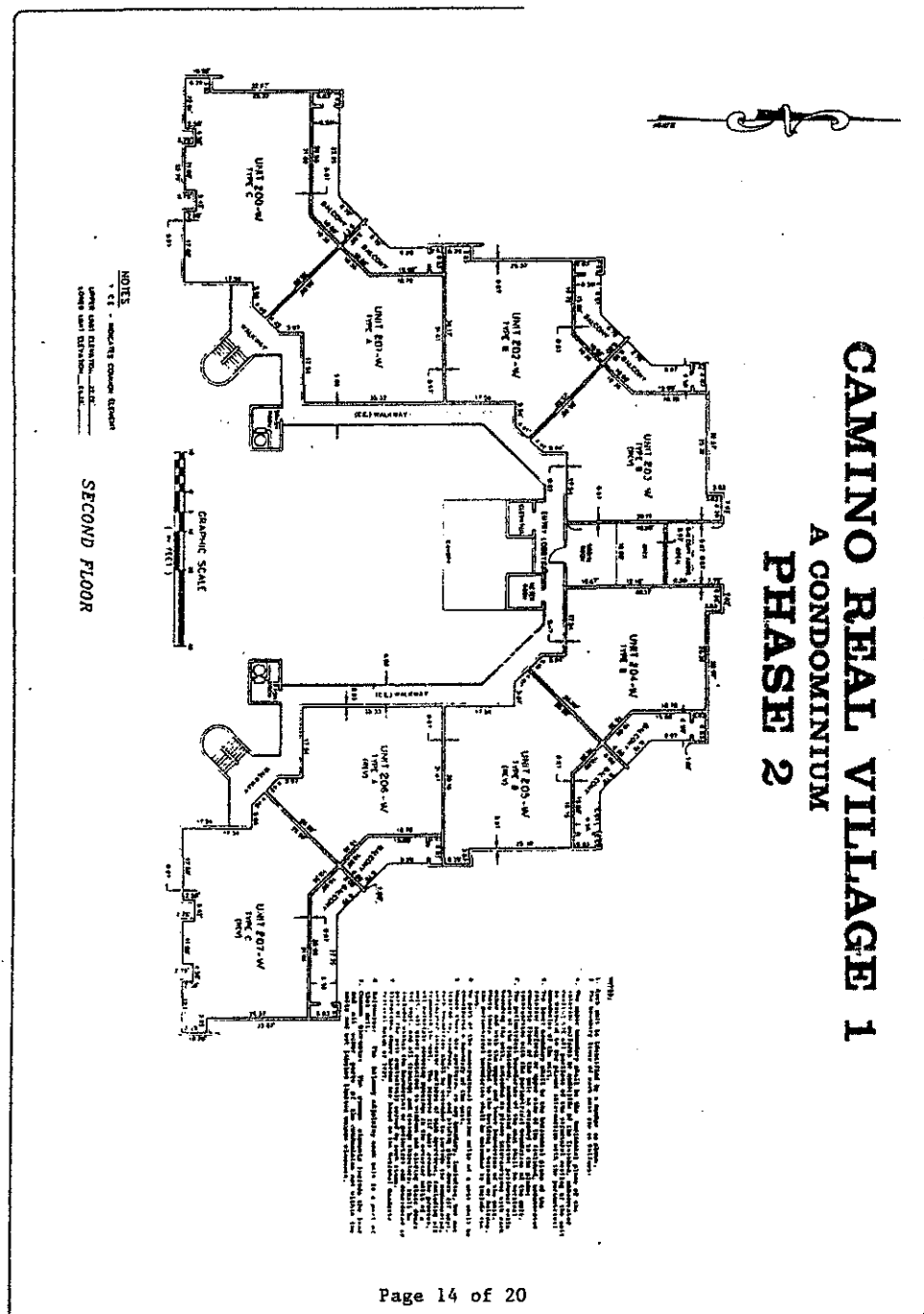
CAMINO REAL VILLAGE 1 A CONDOMINIUM PHASE 2



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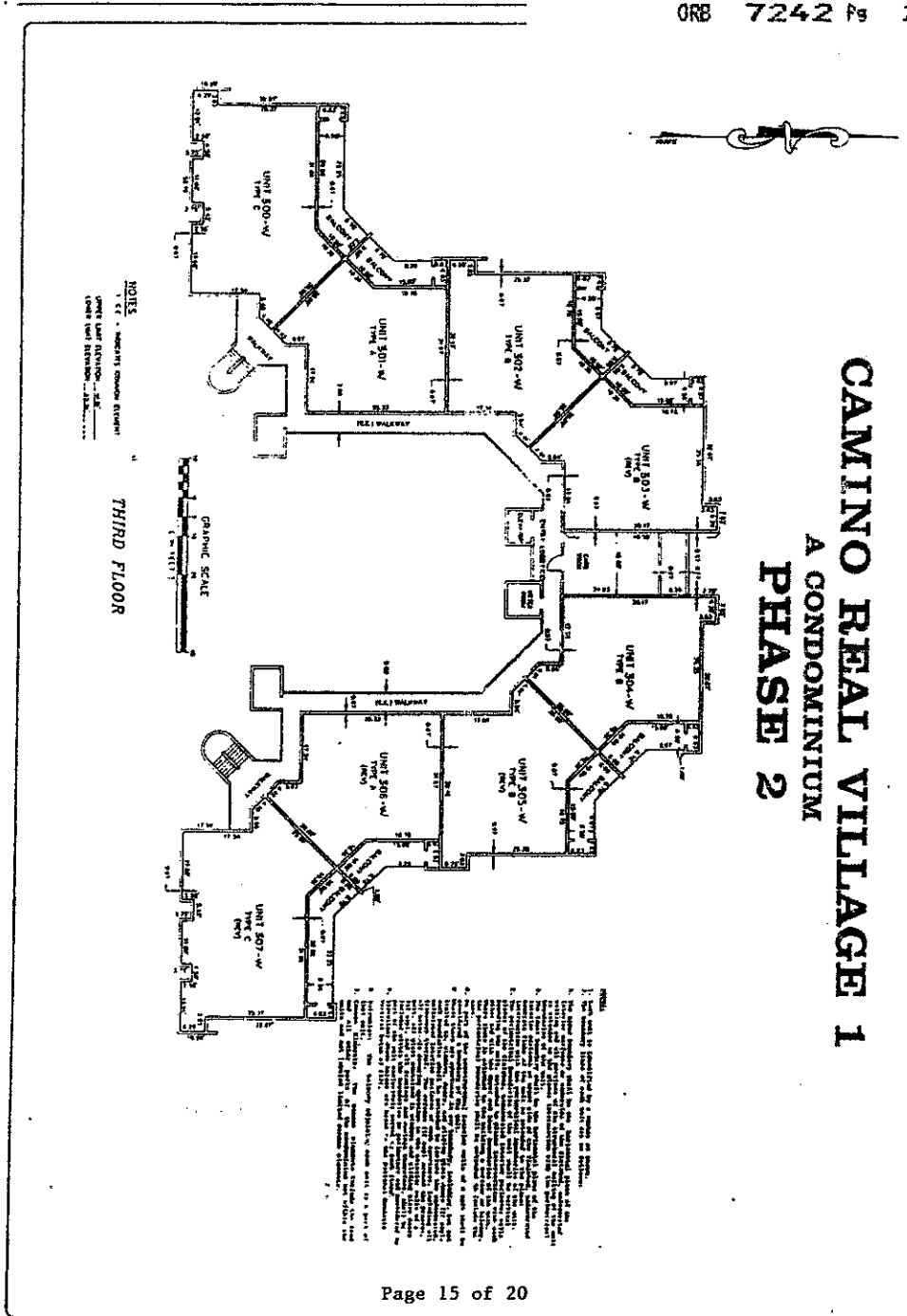
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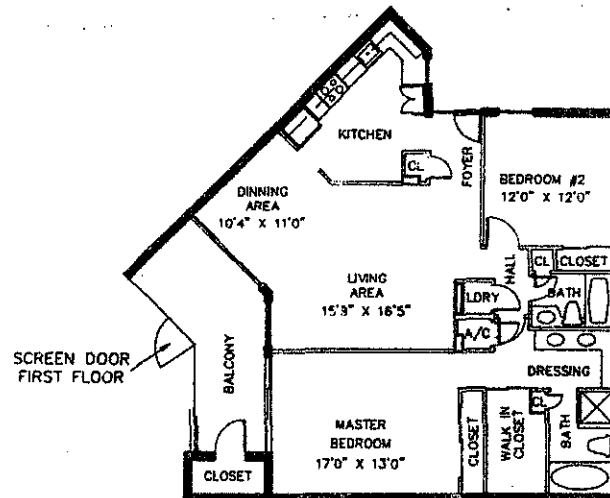
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CAMINO REAL VILLAGE
A CONDOMINIUM
PHASE II
FLOOR PLAN
TYPE A



NOTE:
UNIT DIMENSIONS ARE APPROXIMATE
ONLY AND TAKEN FROM PLANS PREPARED
BY SCHWAB & TWITTY ARCHITECTS INC.
DATED DEC 18, 1978

REFER TO EXHIBIT C PAGE 13 OF 20 OF THE DECLARATION
OF CONDOMINIUM OF CAMINO REAL VILLAGE 1, A CONDOMINIUM
PHASE 1, FOR UNIT BOUNDARY DIMENSIONS

Page 17 of 20

CAMINO REAL VILLAGE
A CONDOMINIUM
TYPE A



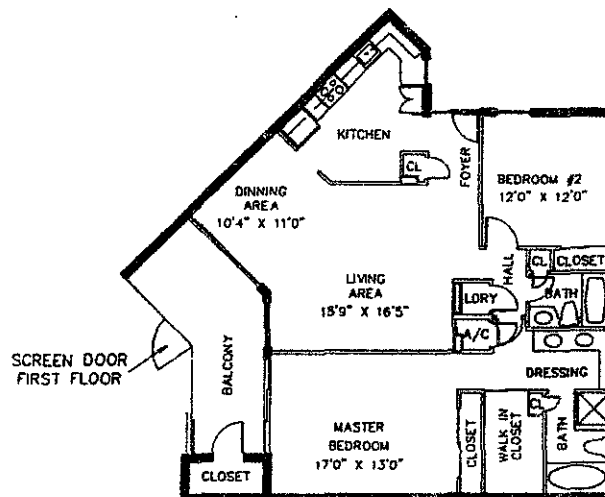
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ORB 7242 Pg 252

**CAMINO REAL VILLAGE
A CONDOMINIUM
PHASE II
FLOOR PLAN
TYPE A**



NOTE:
UNIT DIMENSIONS ARE APPROXIMATE
ONLY AND TAKEN FROM PLANS PREPARED
BY SCHWAB & TWITTY ARCHITECTS INC.
DATED DEC 18, 1978

REFER TO EXHIBIT C PAGE 13 OF 20 OF THE DECLARATION
OF CONDOMINIUM OF CAMINO REAL VILLAGE 1, A CONDOMINIUM
PHASE 1, FOR UNIT BOUNDARY DIMENSIONS

Page 18 of 20

**CAMINO REAL VILLAGE
A CONDOMINIUM
TYPE A**



CAULFIELD & WHEELER, INC.
Consulting Engineers & Planners • Surveyors
1700 A Street, Suite 100, San Diego, CA 92101
(619) 591-1100

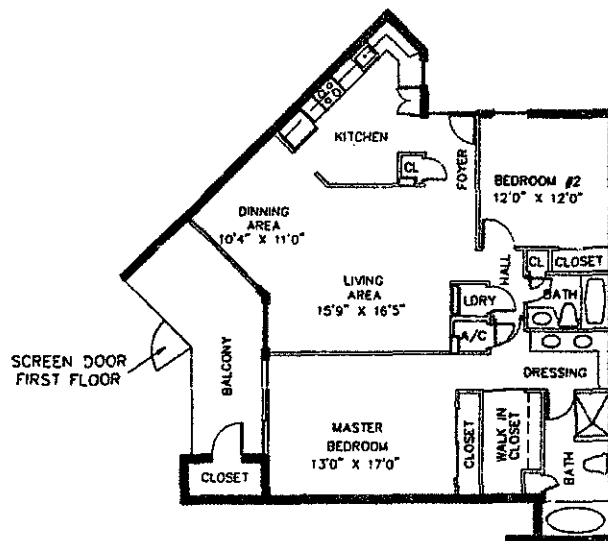
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ORB 7179 Pg 2039

ORB 7242 Pg 253

CAMINO REAL VILLAGE
A CONDOMINIUM
PHASE II
FLOOR PLAN
TYPE B



NOTE:
UNIT DIMENSIONS ARE APPROXIMATE
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DATED DEC 18, 1978

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PHASE 1, FOR UNIT BOUNDARY DIMENSIONS

Page 19 of 20

CAMINO REAL VILLAGE
A CONDOMINIUM
TYPE B



CAULFIELD & WHEELER, INC.
Consulting Engineers & Planners - Surveyors
1700 N. 1st Street, Suite 100, Phoenix, Arizona 85004
(602) 254-1000

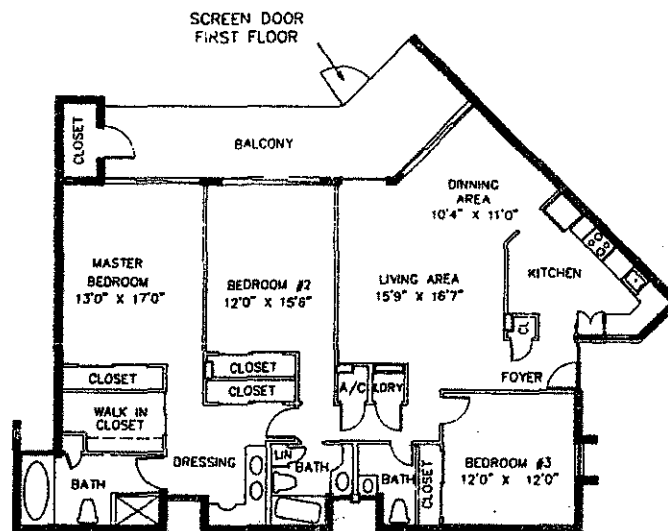
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CAMINO REAL VILLAGE
A CONDOMINIUM
PHASE II
FLOOR PLAN
TYPE C



NOTE:
UNIT DIMENSIONS ARE APPROXIMATE
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BY SCHWAB & TWITTY ARCHITECTS INC.
DATED DEC 18, 1978

REFER TO EXHIBIT C PAGE 13 OF 20 OF THE DECLARATION
OF CONDOMINIUM OF CAMINO REAL VILLAGE 1, A CONDOMINIUM
PHASE 1, FOR UNIT BOUNDARY DIMENSIONS

Page 20 of 20

CAMINO REAL VILLAGE
A CONDOMINIUM
TYPE C



CAULFIELD & WHEELER, INC.
Consulting Engineers & Architects - San Francisco
2000 & 1000 California Street, Suite 1000
San Francisco, California 94109
(415) 774-1100

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CAMINO REAL VILLAGE I, A CONDOMINIUM

Unit Owner's Percentage of Common Elements and
Common Surplus and Sharing of Common Expenses

PHASE 1

5850 Camino Del Mar Bldg.

<u>UNIT NO.</u>	<u>TYPE</u>	<u>PERCENTAGE OWNERSHIP</u>
First Floor:		
100-E	C	3.815%
101-E	A	2.845%
102-E	B	2.920%
103-E	B	2.920%
104-E	B	2.920%
105-E	B	2.920%
106-E	A	2.845%
107-E	C	3.815%
Second Floor:		
200-E	C	3.815%
201-E	A	2.845%
202-E	B	2.920%
203-E	B	2.920%
204-E	B	2.920%
205-E	B	2.920%
206-E	A	2.845%
207-E	C	3.815%
Third Floor:		
300-E	C	3.815%
301-E	A	2.845%
302-E	B	2.920%
303-E	B	2.920%
304-E	B	2.920%
305-E	B	2.920%
306-E	A	2.845%
307-E	C	3.815%
Fourth Floor:		
400-E	C	3.815%
401-E	A	2.845%
402-E	B	2.920%
403-E	B	2.920%
404-E	B	2.920%
405-E	B	2.920%
406-E	A	2.845%
407-E	C	3.815%
TOTAL		<u>100 %</u>

CAMINO REAL VILLAGE I, A CONDOMINIUM

Unit Owner's Percentage of Common Elements and
Common Surplus and Sharing of Common Expenses

PHASES 1 AND 2

5850 Camino Del Mar Bldg.

<u>UNIT NO.</u>	<u>TYPE</u>	<u>PERCENTAGE OWNERSHIP</u>
First Floor:		
100-E	C	1.91%
101-E	A	1.42%
102-E	B	1.46%
103-E	B	1.46%
104-E	B	1.46%
105-E	B	1.46%
106-E	A	1.42%
107-E	C	1.91%
Second Floor:		
200-E	C	1.91%
201-E	A	1.42%
202-E	B	1.46%
203-E	B	1.46%
204-E	B	1.46%
205-E	B	1.46%
206-E	A	1.42%
207-E	C	1.91%
Third Floor:		
300-E	C	1.91%
301-E	A	1.42%
302-E	B	1.46%
303-E	B	1.46%
304-E	B	1.46%
305-E	B	1.46%
306-E	A	1.42%
307-E	C	1.91%
Fourth Floor:		
400-E	C	1.91%
401-E	A	1.42%
402-E	B	1.46%
403-E	B	1.46%
404-E	B	1.46%
405-E	B	1.46%
406-E	A	1.42%
407-E	C	1.91%

EXHIBIT "D-1"

Page 2 of 3 Pages

CAMINO REAL VILLAGE I, A CONDOMINIUM

Unit Owner's Percentage of Common Elements and
Common Surplus and Sharing of Common Expenses

PHASES 1 AND 2

5900 Camino Del Mar

<u>UNIT NO.</u>	<u>TYPE</u>	<u>PERCENTAGE OWNERSHIP</u>
First Floor:		
100-W	C	1.91%
101-W	A	1.42%
102-W	B	1.46%
103-W	B	1.46%
104-W	B	1.46%
105-W	B	1.46%
106-W	A	1.42%
107-W	C	1.91%
Second Floor:		
200-W	C	1.91%
201-W	A	1.42%
202-W	B	1.46%
203-W	B	1.46%
204-W	B	1.46%
205-W	B	1.46%
206-W	A	1.42%
207-W	C	1.91%
Third Floor:		
300-W	C	1.91%
301-W	A	1.42%
302-W	B	1.46%
303-W	B	1.46%
304-W	B	1.46%
305-W	B	1.46%
306-W	A	1.42%
307-W	C	1.91%
Fourth Floor:		
400-W	C	1.91%
401-W	A	1.42%
402-W	B	1.46%
403-W	B	1.46%
404-W	B	1.46%
405-W	B	1.46%
406-W	A	1.42%
407-W	C	1.91%
TOTAL		<u>100%</u>

EXHIBIT "B"

PHASE 2 LEGAL DESCRIPTION

A portion of Tract "A", CAMINO REAL VILLAGE (A P.U.D.), according to the Plat thereof, as recorded in Plat Book 37, Pages 13 and 14 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

BEGINNING at the Northwest corner of said Tract "A"; thence N. 89° 01' 29" E. along the North line of Tract "A", a distance of 241.82 feet; thence S. 00° 58' 31" W., a distance of 214.25 feet; thence S. 89° 01' 29" W., a distance of 47.27 feet; thence S. 00° 58' 31" E., a distance of 48.00 feet; thence S. 89° 01' 29" W., a distance of 86.63 feet; thence N. 00° 58' 31" W., a distance of 124.00 feet; thence S. 89° 01' 29" W., a distance of 35.00 feet; thence S. 00° 58' 31" E., a distance of 124.00 feet; thence S. 89° 01' 29" W., a distance of 102.92 feet; thence N. 00° 58' 31" W., a distance of 52.25 feet; thence S. 89° 01' 29" W., a distance of 15.00 feet; thence N. 00° 58' 31" W., a distance of 130.00 feet; thence N. 89° 01' 29" E., a distance of 35.00 feet; thence N. 00° 58' 31" W., a distance of 80.00 feet to the POINT OF BEGINNING, the last 10 courses being coincident with boundary lines of said Tract "A".

Said lands situate in Palm Beach County, Florida.

(5900 Parcel)

RECORD VERIFIED
PALM BEACH COUNTY, FLA
CLERK CIRCUIT COURT

Prepared by and Return to: ✓
Robert L. Crane
Boose, Casey, Ciklin, Lubitz, Martens
McBane & O'Connell
615 North Flagler Drive, 19th Floor
West Palm Beach, Florida 33401

JUN-11-1993 10:04am 93-181297
ORB 7749 Pg 964

SECOND AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR
CAMINO REAL VILLAGE I, A CONDOMINIUM

This Second Amendment to the Declaration of Condominium for Camino Real Village I, a Condominium is made this 7th day of JUNE, 1993 by Sunice, Inc., a Florida corporation (the "Developer").

W I T N E S S E T H:

WHEREAS, the Declaration of Condominium for Camino Real Village I, a Condominium (the "Declaration"), was recorded March 31, 1992 in Official Record Book 7179, Page 1962 in the Public Records of Palm Beach County, Florida, and was amended by that certain First Amendment to Declaration of Condominium for Camino Real Village I, a Condominium recorded May 13, 1992 in Official Record Book 7242, Page 233, Public Records of Palm Beach County, Florida;

WHEREAS, the Developer presently owns fee simple title to all sixty-four (64) units within the Condominium and therefore has the exclusive right to amend the Declaration in the manner provided herein;

NOW, THEREFORE, in accordance with the provisions of the Declaration, the Declaration of Condominium for Camino Real Village I, a Condominium, is hereby amended as follows:

1. Section 2.3 is amended to read as follows:

2.3. Association means CAMINO REAL VILLAGE I-CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, the entity responsible for the operation of this Condominium, except to the extent limited herein.

2. Section 2.9 is amended to read as follows:

2.9. Common Elements means the portions of the condominium property not included in the units. Common elements shall include the tangible personal property required for the maintenance of the common elements.

3. Section 2.10 is amended to read as follows:

2.10. Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium and includes, but is not limited to: the expenses of

administration, maintenance, operation, repair and replacement of the common elements and of the portions of units to be maintained by the Association; management fees, taxes, special assessments and insurance for the common elements; other expenses declared to be common expenses herein and in the By-Laws; any expenses chargeable to the Association and any other valid charge against the Condominium as a whole.

4. Section 2.18 is amended to read as follows:

2.18. Institutional Mortgagee means a bank, bank holding company, trust company, or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Developer, its successors, grantees or assigns, agency of the United States Government, Federal National Mortgage Association, or Developer, its grantees, successors and assigns holding a first mortgage of public record on condominium property, ~~or a vendor of a unit holding a purchase money mortgage of record on a unit.~~

5. Section 12 is amended to read as follows:

12. TAX ASSESSMENT. 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 and the owner's share of Association property shall be considered as a unit. The value of the unit shall be equal to the fractional share of the value of the entire Condominium, including land and improvements, as has been assigned to the unit as its undivided share of the common elements by this Declaration. The total of all of the fractional shares equal one hundred percent (100%) of the value of all of the land and improvements thereon.

6. Section 14 is amended to read as follows:

14. AUTOMOBILE PARKING. Portions of the condominium property contain various parking areas, the locations of which are shown on Exhibit "C" to this Declaration. Parking spaces shall be limited common elements as shown on Exhibit "C". As each condominium unit is purchased, the Developer shall assign in writing to each unit one parking space hereinafter referred to as an "Assigned Parking Space". Once a parking space is assigned by the Developer than said parking space shall be deemed an appurtenance to said condominium unit to which it was assigned, and such parking space may not thereafter be separately conveyed, hypothecated, transferred, encumbered, or otherwise dealt with and title

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thereto shall pass only with title to the unit to which it is appurtenant, subject to the provisions hereinafter set forth. All unassigned parking spaces are hereby deemed to be common parking spaces for the purpose of accommodating guests, employees, servants, visitors, and parking for other automobiles. Notwithstanding anything to the contrary contained herein, a unit owner upon written request may exchange his assigned parking space for an unassigned parking space provided that either the Developer or the Board of Directors of the Association approve same in writing. In the event of the foregoing, the original assigned parking space shall be deemed an unassigned parking space and conversely, the subject unassigned parking space shall be deemed as an assigned parking space and an appurtenance to said condominium unit to which it was subsequently assigned. The Developer may in its sole discretion partition off in any manner whatsoever, separate parking spaces, including, but not limited to, using partial walls or screening, hedges or shrubbery, garages or carports. A unit owner for his particular assigned parking space is prohibited from exercising any of the rights of the Developer in the preceding sentence unless he obtains the prior written consent of the Association. No parking space shall bear the same identifying number as any other. Parking spaces may be paved or unpaved at the sole discretion of the Developer. Developer, in its sole discretion will control the assignment of parking spaces and any changes in assignment during the entire period of time it is engaged in the construction and sale of property within the Camino Real Village Development. No signs or other designations which would appear to indicate reserved parking spaces, unit numbers, names or other designations may be placed upon any of the parking spaces by anyone other than the Developer, or its specifically appointed agents, during the time the Developer is engaged in the sale or construction of property within the Camino Real Village Development. The decision to add improvements to the parking areas, such as covered parking spaces shall be left to the sole discretion of the Developer, and after the Developer has sold over 90% of the units, then to the sole discretion of the Association.

7. Section 16.3 is amended to read as follows:

16.3 Control of the Association.

16.3.1. The Developer, its grantees, successors or assigns, shall have the right for periods of time hereinafter provided to appoint Directors of the Association which would otherwise be elected by unit owners in this Condominium as follows:

(a) Until the time that Developer has closed the sale of fifteen percent (15%) of the units in all proposed phases of the Condominium, Developer may appoint all such members of the Board of Directors.

(b) When unit owners other than Developer own fifteen percent (15%) or more of the units in all proposed phases of the Condominium, the unit owners other than Developer shall be entitled to elect one-third (1/3) of such the members of the Board of Directors.

(c) Unit owners other than the Developer shall be entitled to elect not less than a majority of such the members of the Board of Directors when the first of the following occurs:

(1) Three (3) years after the Developer has closed the sale of fifty percent (50%) of the units in all proposed phases of the Condominium; or

(2) Three (3) months after the Developer has closed the sale of ninety percent (90%) of the units in all proposed phases of the Condominium; or

(3) When all of the units in all proposed phases of the Condominium have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(5) Seven (7) years after recordation of the declaration of condominium; or

(6) When Developer elects to terminate its control right to elect members of the Board of Directors of the Association.

16.3.2. Within sixty (60) days after the occurrence of any of said events, a special meeting for the purpose of electing interim Directors will be held upon due and proper notice being given to all unit owners in accordance with applicable law and the By-Laws of the Association. The interim election and all subsequent elections shall take place in accordance with the procedures set forth in the By-Laws as applicable to regular meetings. An employee or an agent of a business entity owner, such as Developer, shall be eligible to serve as a Director of the Association. Developer shall be entitled to elect at least one member of the Board of Directors of the Association which would otherwise be elected by unit owners in this Condominium so long as Developer holds at least five percent (5%) of the units in the Condominium for sale in the ordinary course of business.

8. Section 18.2(b)(2) is amended to read as follows:

(2) ~~Refraining from Not~~ painting or otherwise decorating or changing the appearance of any portion of the exterior of the condominium building or balconies including, but not limited to, balcony floor coverings and enclosures, screening, windows, window coverings, and exterior doors, without the written approval of the Association;

9. Section 18.3 is amended to read as follows:

18.3 Enforcement of Maintenance. In the event the owner of a unit fails to maintain the property as required above, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to ~~proceed in a court of equity to seek any remedy to obtain~~ compliance with the foregoing provisions. The Association, its employees or agents, shall have the right to enter the unit for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

10. Section 21.1(a) and (b) are amended to read as follows:

(a) Each unit shall be used as a residence only, except as otherwise herein expressly provided. A unit may be occupied only by the following persons, and such persons' spouse, parents, parents-in-law, children, and grandchildren ~~and guests~~: (i) the unit owner or an approved lessee or sublessee; (ii) employees, officers, directors, or shareholders of the unit owner or of an approved lessee or sublessee (subject to subparagraph

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21.1(b) below); (iii) persons owning an interest in the unit owner or in an approved lessee or sublessee (subject to subparagraph 21.1(b) below); (iv) a fiduciary unit owner or an approved fiduciary lessee or sublessee or his beneficiaries subject to subparagraph 21.1(b) below). The Board of Directors of the Association, in special situations, shall have the power to authorize occupancy of a unit by persons in addition to those set forth above. In no event shall occupancy (except for temporary occupancy by approved visiting guests) exceed two (2) persons per bedroom.

(b) In the event that a unit is owned by an entity or is owned pursuant to a form of multiple ownership involving more than three (3) legal or beneficial owners, such entity or multiple owners shall designate no more than three (3) occupants each year to the Association who will be entitled to utilize the Condominium Property as a unit owner. Each occupant shall be subject to the same rules, regulations, and restrictions, as are unit owners. Furthermore, each occupancy occupant must be approved in the same manner as a purchaser of a unit pursuant to Section 22 of this Declaration.

11. Section 21.9 is amended to read as follows:

21.9. Solicitation. No unit owner may actively engage in any solicitations for commercial purposes on the Condominium Property, nor shall any solicitor of a commercial nature be allowed on the Condominium Property, ~~without the prior written consent of the Association.~~

12. Section 21.12 is amended to read as follows:

21.12. Pets. ~~No pets except fish, one small bird (under two pounds), and either (i) two domestic household dogs, (ii) two domestic household cats, or (iii) one domestic household dog and/or one domestic household cat, shall be permitted to be kept in a unit, and permitted pets shall be kept only under the rules and regulations adopted by the Board of Directors; provided however, that no dog or cat shall weigh more than twenty (20) pounds at the time of occupancy in a unit or be expected to weigh more than twenty (20) pounds when full grown, and further provided that no pet shall be kept, bred or maintained for any commercial purpose, and further provided that any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Board of Directors. --Pets~~

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~~shall not be permitted upon the common elements, except for dogs on a leash. Dog owners shall walk their dogs away from condominium buildings, and shall immediately pick up and properly dispose of all dog feces by flushing such feces down the pet owner's toilet. No pets shall be permitted in any Recreational Areas. Each unit owner, by bringing a pet upon the Condominium Property, hereby agrees to indemnify the Association and the Developer and hold them harmless against any loss or liability of any kind or character whatsoever arising from having any pet upon the Condominium Property. Lessees and guests are not permitted to bring any pet upon the Condominium Property. No unit owner shall keep pets or other animals in his unit or within the common elements unless prior written approval of the Developer and the Board of Directors of the Association is obtained. The Developer only may grant written approval to keep a dog or cat for so long as the Developer holds at least one unit available for sale within the Condominium. In no event shall the animal be allowed to enter the recreational areas or the common areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforescribed is obtained, then and in such an event, such approval will be subject to Rules and Regulations established from time to time by the Association. Approval can be withdrawn at any time if the rules are not obeyed.~~

13. Section 21.13 is amended to read as follows:

21.13. Storm Shutters. The Board of Directors shall have the authority to approve or disapprove, prior to installation, the type of storm shutters to be installed by unit owners. There is no assurance that the Board of Directors will approve storm shutters of any type. No unit owner shall cover by shutters, hurricane shutters, roll down shutters, screens, or otherwise any windows, doors, terraces, sun decks, or walkways of his unit without first obtaining prior written consent of the Association.

14. Section 21.16 is amended to read as follows:

21.16. Vehicles. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours, and no repair of vehicles shall be made on the Condominium Property. No trucks or commercial vehicles, cars with advertising or writing on the exterior surfaces thereof, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats

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or boat trailers, vans unless the van is a seven passenger travel van with seven permanent passenger seats installed at all times, used only for passenger transportation, and carrying no type of printing or advertising on the exterior surfaces thereof), or jeeps shall be permitted to be parked or to be stored at any place in the Condominium, ~~unless parked or stored completely within a garage.~~ This prohibition shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Developer's vehicles, or those of Developer's designees, if such vehicles are engaged in any activity relating to construction, maintenance, or marketing of units. All vehicles shall only be parked only in designated parking spaces. Non-assigned parking spaces shall be available on a first-come, first-served basis. No motorcycles shall be permitted to be parked or to be stored at any place in the Condominium, ~~unless parked or stored completely within a garage.~~

15. Section 21.20 is amended to read as follows:

21.20. Roof. No person shall be permitted on the roofs of any building within the Condominium without the prior written consent of the Association. Unit owners, residents, their families, guests, servants, employees, agents, or visitors, shall not at any time or for any reason whatsoever enter upon any roof area, meter room or other service room or service area.

16. The following Section 21.28 is added:

21.28. Common Walkways. The common walks and common elements shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements, except those areas that may be designated as such by the Board of Directors.

17. The following Section 21.29 is added:

21.29. Inflammables. There shall not be kept in any unit any inflammable, combustible, or explosive fluid, material, chemical or substance except for normal household use.

18. The following Section 21.30 is added:

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21.30. Additional Cooling-Window Coverings. No owner shall cause to be constructed or built any additional air-conditioning or fan equipment attached to walls, windows, or doors, or displayed in such a manner as to be seen from the outside of the building. No reflective solar screening or other materials such as aluminum foil, spray paints, paints, or plastic adhesive materials may be attached to the windows, doors, or other glass which may be viewed from the exterior of the buildings containing the units.

19. The following Section 21.31 is added:

21.31. Suggestions. Any suggestions or criticisms regarding the maintenance of the Condominium common areas should be made in writing to the Developer during the period of time within which the Developer is conducting sales of units within the Camino Real Village Complex or owns at least one unit in the complex. Thereafter written suggestions should be directed to the Board of Directors.

20. The following Section 21.32 is added:

21.32. Control Over Association Employees. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such unit owner or resident.

21. Section 21.28 is amended to now be referred to Section 21.33.

22. Section 22.2(b)(1) is amended to read as follows:

(1) Sale. If the proposed transaction is a sale, then within ~~fifteen (15)~~ thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the seller in writing within the fifteen (15) day period, and failure to do so shall constitute approval of the sale. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded with the deed conveying the unit to the approved purchaser, in the Public Records of Palm Beach County, Florida, at the expense of the Seller.

23. Section 23.1 is amended to read as follows:

23.1. Authority to Purchase. All insurance policies

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upon the Condominium Property and the property of the Developer Association shall be purchased by the Board of Directors of the Developer Association. The named insured shall be the Developer Association, individually and as agent for the unit owners, the unit owners, without naming them, and their mortgagees as their interests may appear. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. The policies shall provide that payments by the insurer for losses shall be made to an Insurance Trustee to be designated by the Developer Association. All policies and their endorsements shall be deposited with the Developer Association. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expenses. The Insurance Trustee may be any bank in Florida with trust powers, as may be designated by the Board of Directors of the Developer Association prior to payment of any insurance claim.

24. Section 23.2(a) is amended to read as follows:

(a) Liability. The Board of Directors of the Association shall obtain as commercially practicable public liability and property damage insurance covering all of the common elements of the Condominium and all property of the Developer Association, and insuring the Developer Association and the unit owners as their interests may appear, in such amounts and providing such coverage as the Board of Directors of the Developer Association may determine from time to time. The insurance shall include, but not be limited to, hired and non-owned automobile coverage and a cross-liability endorsement to cover liabilities of the unit owners as a group to an individual unit owner.

25. The first full paragraph of Section 26 is amended to read as follows:

26. AMENDMENT TO DECLARATION. Except as otherwise provided in this Declaration, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of seventy-five percent (75%) of those present in person or by proxy, ~~the total number of votes to which the unit owners present and voting shall be entitled.~~ Such amendment shall be duly recorded in compliance with requirements of the Condominium Act.

27. REGISTRY OF OWNERS AND MORTGAGES. The Association ~~shall at all times~~ may maintain a registry setting forth the names of the owners of units. In the event of a sale or transfer of a unit, the purchaser or transferee shall notify the Association in writing of his interest in such unit together with the recording information of the instrument by which such purchaser or transferee has acquired his interest in the unit. Each unit owner shall notify the Association of all mortgages encumbering a condominium unit and any transfer thereof, the amount of such mortgages, and the recording information for the mortgages. The holder, insurer, or guarantor of a mortgage encumbering a unit may notify the Association of the existence of such mortgage, and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to the mortgage.

27. Section 28.1 is amended to read as follows:

28.1. Casualty. In the event of any substantial damage or destruction to a unit or any part of the common elements, Institutional Mortgagees will be entitled to timely notice of such damage or destruction ~~by the owner of the damaged unit.~~

28. Section 28.4 is amended to read as follows:

28.4. Insurance Failure. In the event of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, Institutional Mortgagees shall be entitled to timely notice of such event ~~by the owner of the damaged unit.~~

29. Section 31 entitled "ARCHITECTURAL CONTROL AND MAINTENANCE STANDARDS COMMITTEE" is deleted in its entirety and not replaced.

30. Section 34.9 is amended to read as follows:

34.9. Developer's Tenants. It is understood and agreed by all parties hereto and all Unit Owners that certain units may be occupied by tenants of the Developer under lease arrangements heretofore or hereinafter consummated and agreed upon. That any such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance their lease agreements and to use and enjoy on a non-exclusive basis all common elements of the Condominium without any cost or expense except as may be provided under their lease agreement with the Developer, subject to the provisions of this Declaration, as may be amended from time to time.

- 12

JOINDER AND CONSENT

The CAMINO REAL VILLAGE ASSOCIATION, INC., a Florida corporation not-for-profit, hereby joins in and consents to the terms and provisions of the foregoing Second Amendment to Declaration of Condominium for Camino Real Village I, a Condominium and Exhibits attached thereto.

IN WITNESS WHEREOF, the CAMINO REAL VILLAGE ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officers and its proper seal to be affixed this 7th day of June, 1993.

CAMINO REAL VILLAGE ASSOCIATION,
INC., a Florida not-for-profit
corporation

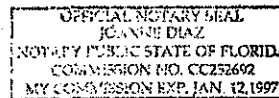
BY: Benjamin Gabriele
Benjamin Gabriele
Corporate Office: President

State of Florida)
County of Palm Beach) SS:

The foregoing Joinder and Consent was acknowledged before me this 7th day of June, 1993, by Benjamin Gabriele, as President of Camino Real Village Association, Inc., a not-for-profit corporation. He/She is personally known to me or who has produced Driver's License as identification and who did not take an oath.
(FL)

Joanne Diaz
Print Name: Joanne Diaz

My Commission expires: 1/12/97



kb:camino.dec.secondamend

JOINDER AND CONSENT

The CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereby joins in and consents to the terms and provisions of the foregoing Second Amendment to Declaration of Condominium for Camino Real Village I, a Condominium and Exhibits attached thereto.

IN WITNESS WHEREOF, the CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officers and its proper seal to be affixed this 7th day of JUNE, 1993.

CAMINO REAL VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

BY: Laura Howe, V.P.
Laura Howe, Vice-President

State of Florida)
) SS:
County of Palm Beach)

The foregoing Joinder and Consent was acknowledged before me this 7th day of JUNE, 1993, by Laura Howe, as Vice-President of Camino Real Village I Condominium Association, Inc., a not-for-profit corporation. She is personally known to me or who has produced _____ as identification and who did not take an oath.

Robert L. Crane
Print Name: ROBERT L. CRANE

My Commission expires:



ROBERT L. CRANE
MY COMMISSION EXPIRES
January 4, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

JOINDER AND CONSENT

This Joinder and Consent made this 9th day of June, 1993, by SUN BANK/SOUTH FLORIDA, NATIONAL ASSOCIATION, its successors and assigns (the "Mortgagee")

W I T N E S S E T H:

WHEREAS, the Mortgagee is the owner and holder of that certain Mortgage and Security Agreement dated the March 30, 1992 and recorded April 9, 1992 in Official Record Book 7295, Page 493, Public Records of Palm Beach County, Florida, as modified by that certain Mortgage F.A. and Spreader Agreement, dated May 8, 1992 and recorded May 13, 1992, in Official Record Book 7242, Page 281, Public Records of Palm Beach County, Florida, (the "Mortgage"), which Mortgage was given by Sunice, Inc., a Florida corporation (the "Mortgagor"); and

WHEREAS, the Mortgagor has requested that Mortgagee join in and consent to that certain Second Amendment to the Declaration of Condominium for Camino Real Village I, a Condominium to which this Joinder is attached (the "Declaration Amendment"), which Declaration Amendment will be recorded in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the Mortgagee does hereby join in and consent to the Declaration Amendment filed or to be filed by the Mortgagor.

IN WITNESS WHEREOF, the undersigned officer of said Mortgagee has executed this Joinder and Consent on the day and year first above written.

Witness:

M. Stewart
Print Name: M. Stewart
Thelma M. Morici
Print Name: Thelma M. Morici

SUN BANK/SOUTH FLORIDA,
NATIONAL ASSOCIATION

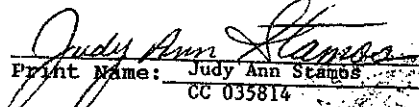
BY: Jeffrey I. Schulman
JEFFREY I. SCHULMAN,
Vice-President

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STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of June, 1993, by Jeffrey I. Schulman, as Vice-President of SUN BANK/SOUTH FLORIDA, NATIONAL ASSOCIATION, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did not take an oath.


Print Name: Judy Ann Stamps
CC 035814

Kb:camino.dec.secondamend

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES AUG. 2, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

CAMINO REAL VILLAGE I, A CONDOMINIUM
Unit Owner's Percentage of Common Elements and
Common Surplus and Sharing of Common Expenses

PHASES I AND II

5850 Camino Del Mar Bldg.

<u>UNIT NO.</u>	<u>TYPE</u>	<u>PERCENTAGE OWNERSHIP</u>	
First Floor:			
100-E	C	1-91%	1.88%
101-E	A	1-42%	1.43%
102-E	B	1-46%	1.47%
103-E	B	1-46%	1.47%
104-E	B	1-46%	1.47%
105-E	B	1-46%	1.47%
106-E	A	1-42%	1.43%
107-E	C	1-91%	1.88%
Second Floor:			
200-E	C	1-91%	1.88%
201-E	A	1-42%	1.43%
202-E	B	1-46%	1.47%
203-E	B	1-46%	1.47%
204-E	B	1-46%	1.47%
205-E	B	1-46%	1.47%
206-E	A	1-42%	1.43%
207-E	C	1-91%	1.88%
Third Floor:			
300-E	C	1-91%	1.88%
301-E	A	1-42%	1.43%
302-E	B	1-46%	1.47%
303-E	B	1-46%	1.47%
304-E	B	1-46%	1.47%
305-E	B	1-46%	1.47%
306-E	A	1-42%	1.43%
307-E	C	1-91%	1.88%
Fourth Floor:			
400-E	C	1-91%	1.88%
401-E	A	1-42%	1.43%
402-E	B	1-46%	1.47%
403-E	B	1-46%	1.47%
404-E	B	1-46%	1.47%
405-E	B	1-46%	1.47%
406-E	A	1-42%	1.43%
407-E	C	1-91%	1.88%

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CAMINO REAL VILLAGE I, A CONDOMINIUM

Unit Owner's Percentage of Common Elements and
Common Surplus and Sharing of Common Expenses

PHASES I AND II

5900 Camino Del Mar

<u>UNIT NO.</u>	<u>TYPE</u>	<u>PERCENTAGE OWNERSHIP</u>	
First Floor:			
100-W	C	1-91%	1.88%
101-W	A	1-42%	1.43%
102-W	B	1-46%	1.47%
103-W	B	1-46%	1.47%
104-W	B	1-46%	1.47%
105-W	B	1-46%	1.47%
106-W	A	1-42%	1.43%
107-W	C	1-91%	1.88%
Second Floor:			
200-W	C	1-91%	1.88%
201-W	A	1-42%	1.43%
202-W	B	1-46%	1.47%
203-W	B	1-46%	1.47%
204-W	B	1-46%	1.47%
205-W	B	1-46%	1.47%
206-W	A	1-42%	1.43%
207-W	C	1-91%	1.88%
Third Floor:			
300-W	C	1-91%	1.88%
301-W	A	1-42%	1.43%
302-W	B	1-46%	1.47%
303-W	B	1-46%	1.47%
304-W	B	1-46%	1.47%
305-W	B	1-46%	1.47%
306-W	A	1-42%	1.43%
307-W	C	1-91%	1.88%
Fourth Floor:			
400-W	C	1-91%	1.88%
401-W	A	1-42%	1.43%
402-W	B	1-46%	1.47%
403-W	B	1-46%	1.47%
404-W	B	1-46%	1.47%
405-W	B	1-46%	1.47%
406-W	A	1-42%	1.43%
407-W	C	1-91%	1.88%
TOTAL		<u>100%</u>	

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ARTICLES OF INCORPORATION

OF

CAMINO REAL VILLAGE ASSOCIATION, INC.

746865

THE UNDERSIGNED hereby associate themselves for the purpose
of forming a corporation not for profit under and pursuant to
Chapter 617, Florida Statutes and do certify as follows:

I

NAME

The name of this corporation shall be CAMINO REAL VILLAGE
ASSOCIATION, INC. For convenience the corporation shall be
herein referred to as "the Association".

II

PURPOSE

The purpose for which the Association is organized is to
provide an entity pursuant to Section 718.111 of the Condominium
Act, which is Chapter 718, Florida Statutes, as amended, herein-
after called the Condominium Act, for the operation of any con-
dominiums which may be established and submitted to condominium
ownership in the Camino Real Village Project within the Camino
Real Village Project Land all as hereinafter defined. The Con-
dominiums and their Recreational lands are known as Camino Real
Village Project and are located upon the following lands in Palm
Beach County, Florida, to-wit:

(Legal description attached hereto as
Exhibit A and made a part hereof.)

Said lands herein referred to as Camino Real Village Project
Land.

III

POWERS

The powers of the Association shall include and be governed
by the following provisions:

1. The Association shall have all of the common law and
statutory powers of a corporation not for profit which are not
in conflict with the terms of these Articles, and/or the Condo-
minium Act.

2. The Association shall have all of the powers and duties
set forth in the Condominium Act except as limited by these Articles
and the several Formal Declarations of Condominium which will be
recorded amongst the Public Records of Palm Beach County, Florida,
at the time the individual portions of the Camino Real Village
Project are submitted to the plan of Condominium Ownership, and
all of the powers and duties reasonably necessary to operate the
several condominiums pursuant to their Declarations and as they
may be amended from time to time.

EXHIBIT "E"

DRB 7749 Pg 983

IV

MEMBERS

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

1. The record owners of all condominium parcels in the condominium or condominiums shall be members of the Association, and no other persons or entities shall be entitled to membership except for the subscribers hereto.

2. Membership shall be established by the acquisition of ownership of fee title to or fee interest in a condominium parcel in the condominium(s), whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

3. The share of a member in the funds and assets of the Association, in its common elements and its common surplus, and membership in this Association can not be assigned, hypothecated, or transferred in any manner except as an appurtenance to the unit in his condominium.

4. On all matters upon which the membership shall be entitled to vote, there shall be one vote for each condominium parcel, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one apartment shall be entitled to one vote for each apartment he owns.

5. The membership in the Association shall be divided into classes, with a class of members for each condominium and with each class having the same name identification as the condominium created by the Declaration; for example, in CAMINO REAL VILLAGE II, the members shall be the CAMINO REAL VILLAGE II members. The voting rights or limitation of each class shall be as set forth in item (6) of this Article.

6. On all matters as to which the membership shall be entitled to vote, whether at large or by class, as hereinafter provided, there shall be only one vote for each unit, which vote shall be exercised in the manner provided by the Declarations of the Condominium and the By-Laws. The matters which require the vote of the membership shall be voted on as follows:

- A. Matters relating to an individual condominium shall be voted on by the class of members owning condominium parcels in that condominium;
- B. Matters relating to more than one individual condominium shall be voted on by the class of members owning condominium parcels in the condominiums involved;
- C. Matters relating to the Association, as a whole, or to all of the condominiums, shall be voted on by the membership at large.

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The decision as to whether a matter relates to one or more condominiums or to the Association, as a whole, or to all of the condominiums shall be determined by the Board of Directors, whose decision shall be conclusive; provided, however, that no action or resolution which shall require the vote of the membership because of any provision in the Declarations of Condominiums or in the By-Laws or in the Condominium Act, Chapter 718, Florida Statutes, shall be effective with regard to any condominium unless the membership class of that condominium shall have voted on said action or resolution. It should be understood that all condominiums within the Camino Real Village Project are governed under one Condominium Association, to-wit: The CAMINO REAL VILLAGE ASSOCIATION, INC., however, the foregoing method of Class Voting under certain circumstances is being employed recognizing that the needs of certain condominiums may be unique as to the condominium as a whole.

V

TERM

The term for which this Association is to exist shall be perpetual.

VI

SUBSCRIBERS

The names and residences of the subscribers of these Articles of Incorporation are as follows.

<u>NAME</u>	<u>ADDRESSES</u>
RYCHARD J. BLOCK	7000 West 12th Avenue Hialeah, Florida 33014
BERNARD SULTAN	7000 West 12th Avenue Hialeah, Florida 33014
ROBERT B. TANNER	555 South Federal Highway Boca Raton, Florida 33432

VII

BOARD OF DIRECTORS

The affairs of the Association will be managed by a Board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors. The members of the first Board of Directors need not be members of the Association.

Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws.

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of the association.

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- (a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- (b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- (c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or
- (d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, in a condominium operated by the association.
- (2) Within 60 days after the unit owners other than the developer are entitled to elect a member or members of the board of administration of an association, the association shall call, and give not less than 30 days' or more than 40 days' notice of, a meeting of the unit owners to elect the members of the board of administration. The meeting may be called and the notice given by any unit owner if the association fails to do so.
- (3) If a developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the developer:
- (a) Assessment of the developer as a unit owner for capital improvements.
- (b) Any action by the association that would be detrimental to the sales of units by the developer. However, an increase in assessments for common expenses without discrimination against the developer shall not be deemed to be detrimental to the sales of units.

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

<u>NAME</u>	<u>ADDRESSES</u>
RICHARD J. BLOCK	7000 West 12th Avenue Hialeah, Florida 33014
BERNARD SULTAN	7000 West 12th Avenue Hialeah, Florida 33014
CLARK COBBEL	5900 Camino Del Sol Boca Raton, Florida 33433

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VIII

OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice-President, Secretary and Treasurer, and if any, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall, from time to time, determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

The names and addresses of the officers who are to serve until their successors are designated by the Board of Directors are as follows:

President	RICHARD J. BLOCK	7000 West 12th Avenue Hialeah, Florida 33014
Vice-President	CLARK GOEBEL	5900 Camino Del Sol Boca Raton, Florida 33433
Secretary - Treasurer	BERNARD SULTAN	7000 West 12th Avenue Hialeah, Florida 33014

IX

INDEMNIFICATION

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

X

ADDRESS

The principal office of the corporation shall be located at 5900 Camino Del Sol, Boca Raton, Florida 33433, but the corporation

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may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

XI

BY-LAWS

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

XII

AMENDMENTS

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

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided:
 - a. Such approval must be by not less than 66 2/3% of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire members of the Association; or
 - b. By not less than 75% of the votes of the entire membership of the Association.
3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon condominium units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of the Developer so long as it shall own one or more units in the Condominium.
4. A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Palm Beach County, Florida.

XIII

CONSTRUCTION

All words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of CAMINO REAL VILLAGE II, a condominium.

IN WITNESS WHEREOF, the subscribers have affixed their

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signatures this 2nd day of March, 1979.

Richard J. Block
RICHARD J. BLOCK

Bernard Sultan
BERNARD SULTAN

Robert B. Tanner
ROBERT B. TANNER

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

BEFORE ME, the undersigned authority, personally appeared
RICHARD J. BLOCK, BERNARD SULTAN and ROBERT B. TANNER, who, after
being duly sworn, acknowledged that they executed the foregoing
Articles of Incorporation for the purposes expressed in such Articles,
this 2nd day of March, 1979.

Deborah C. Kitch
Notary Public, State of Florida
at Largo

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 12 1982
BONDED THRU GENERAL INS. UNDERWRITERS

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the
following is submitted, in compliance with said Act:

First That CAMINO REAL VILLAGE ASSOCIATION, INC. desiring
to organize under the laws of the State of Florida with its
principal office, as indicated in the Articles of Incorporation
at City of Boca Raton, County of Palm Beach, State of Florida
has named Robert B. Tanner located at 555 South Federal Highway,
City of Boca Raton, County of Palm Beach, State of Florida,
as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

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

By:

Robert B. Tanner
Robert B. Tanner
(Resident Agent)

FILED

APR 29 10 AM 1979

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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BY-LAWS
OF
CAMINO REAL VILLAGE ASSOCIATION, INC.
A Florida no-stock, non-profit
Membership Corporation

ARTICLE I

GENERAL

Section 1. The Name: The name of the corporation shall be CAMINO REAL VILLAGE ASSOCIATION, INC., hereinafter referred to as "the Association".

Section 2. Principal Office: The principal office of the corporation shall be 5900 Camino Del Sol, Boca Raton, Florida 33433, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Identity: That in addition to the within By-Laws being the By-Laws of the Association, these By-Laws are established pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, as amended for the purpose of administering, operating and managing those condominiums submitted to condominium ownership in the Camino Real Village Project and selected as the entity to govern the affairs of its condominium as Camino Real Village Association, Inc., a Florida non-profit corporation.

Section 4. Definition: As used herein, the term "corporation" shall be the equivalent of "association", and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of Camino Real Village II, a condominium.

ARTICLE II

DIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole board shall not be less than three (3) nor more than nine (9). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

Section 2. Representation: After the initial Board of Directors within the limits above specified the number of directors shall be determined as follows:

A. Upon the first election of directors, three (3) directors at large shall be elected plus a number equal to the total number of condominiums in existence at that time which were created under a recorded Declaration of Condominium and for which this association is designated as the entity responsible for their operation so that in addition to the three (3) directors elected at large each condominium as described above will have at least one representative on the Board of Directors (which representatives will hereinafter be referred to as resident directors).

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B. Resident directors shall be elected solely by the members of each condominium who are the only members entitled to vote for their respective resident director.

C. Directors at large shall be elected by the membership of the Association at large.

D. Each member of the Board of Directors shall have equal powers, rights and obligations without regard as to whether or not they were elected at large or by a separate class.

E. After the first election of directors at each election thereafter the number of directors to be elected will be the same as the preceding number of directors plus one resident director for any additional condominium for which this association was designated as the entity responsible for its operation which is created in the interim between elections.

Proviso:

Transfer of Association control shall be governed by the provisions of Chapter 718.301, Florida Statutes and the Developer, Camino Real Village, a Joint Venture by and between Middlesex Development Corporation, a California corporation and B & S Ventures, Inc., a Florida corporation shall retain control of a majority of the Board of Directors for the maximum period of time permitted by law as presently existing, or as revised in the future.

Section 3. Vacancy and Replacement. If the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 4. Removal. Directors, other than the first or initial Board of Directors, may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever, except for the first or initial Board of Directors.

Section 5. First Board of Directors. The first or initial Board of Directors shall consist of RICHARD J. BLOCK, BERNARD SULTAN and CLARK COEBEL, who shall hold office and shall reasonably exercise all powers of the Board of Directors until the first election of directors, anything herein to the contrary notwithstanding; provided that any and all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 6. Powers. The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

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- A. To make and collect assessments and establish the time within which payment of same are due.
- B. To use and expend the assessments collected, to maintain, care for, and preserve the unit and condominium property, except those portions thereof which are required to be maintained, cared for, and preserved by the unit owners.
- C. To purchase the necessary equipment and as is required in the maintenance, care and preservation referred to above;
- D. To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.
- E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.
- F. To collect delinquent assessments, and to sue or otherwise, share assessments, and to sue or otherwise, demand from the unit owners for violation of laws, bylaws and the terms and conditions of the Declaration, and to enforce, contract with, retain and pay attorneys, accountants, and in connection with the business of the corporation.
- G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or maintenance manager or management company, who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the buildings. To employ workmen, janitors, maintenance men and gardeners, and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally, to have the powers of an apartment house manager in connection with the matters hereinbefore set forth.
- H. To make reasonable rules and regulations for the occupancy of the condominium parcels.
- I. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation, or other use and benefit of the unit owners, and to declare expenses in connection therewith to be common expenses; all in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the corporation, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.
- J. To approve or disapprove proposed purchasers and lessees of condominium parcels in the manner which may be specified in the Declaration of Condominium.

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Section 7. Meetings.

The first meeting of each board newly elected by the members shall be held immediately upon announcement of the meeting at which they were elected. Provided a quorum shall be present, the business of the board may be transacted. The annual meeting of the board of directors shall be held at the same place and time as the meeting of the members, and immediately upon the announcement of same.

Notice of a board of directors meeting shall be required by the directors met by unanimous written consent. The directors may by resolution duly adopted suspend the regular monthly, quarterly, annual, or semi-annual meetings, and such resolution is adopted no notice of such meeting is required to be given to the directors.

Special meetings of the board may be called by the president or by any director. The secretary and the treasurer shall be notified and the minutes of the meeting shall be taken.

A quorum of the board shall be a majority of the directors. The directors may by resolution duly adopted suspend the regular monthly, quarterly, annual, or semi-annual meetings, and such resolution is adopted no notice of such meeting is required to be given to the directors. The directors may by resolution duly adopted suspend the regular monthly, quarterly, annual, or semi-annual meetings, and such resolution is adopted no notice of such meeting is required to be given to the directors.

The order of business at the meeting of the board shall be as follows:

1. Reading of minutes of the previous meeting.
2. Report of the president.
3. Report of the treasurer.
4. Report of the secretary.
5. Report of the committee on nominations.
6. Report of the committee on resolutions.
7. Report of the committee on correspondence.
8. Report of the committee on general business.
9. Report of the committee on special business.
10. Report of the committee on other business.

The board may by resolution duly adopted suspend the regular monthly, quarterly, annual, or semi-annual meetings, and such resolution is adopted no notice of such meeting is required to be given to the directors.

ARTICLE VIII

The officers of the corporation shall be elected by the members at the annual meeting of the members. The officers shall be the president, vice-president, secretary, treasurer, and such other officers as may be deemed necessary by the members.

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Section 7 Meetings

A The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general meeting of the members, and immediately after the adjournment of same.

No notice of a Board of Directors meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual, or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required.

B Special meetings of the Board may be called by the president on five (5) days' notice to each Director. Special meetings shall be called by the secretary and president in a like manner and on like notice in the written request of two (2) Directors.

C At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or in the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8 Order of Business The order of business at all meetings of the Board shall be as follows:

- 1. Roll call.
- 2. Reading of minutes of last meeting.
- 3. Consideration of communications.
- 4. Resolutions and elections.
- 5. Reports of officers and employees.
- 6. Reports of committees.
- 7. Unfinished business.
- 8. All resolutions and new business.
- 9. Adjournment.

Section 9 Special Meetings No consent to the first meeting of the Board shall be required if a majority of the Directors shall be present, or less than a majority of the Directors shall be present when called for by a vote of the majority of the Directors at the meeting, a full and clear statement of the business and condition of the corporation at the meeting.

ARTICLE III

OFFICERS

Section 1 Executive Officers The executive officers of the corporation shall be a President, one or more Vice-Presidents, a Secretary and Treasurer, all of whom shall hold office until their successors are elected. The term of said officers may

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be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation.

Section 2. Appointive Officers. The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election. The Board of Directors at its first meeting after each annual meeting of general members shall elect all officers, none of whom, excepting the President, need be a member of the Board.

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 for cause at any time by the affirmative vote of a majority of the whole Board of Directors.

Section 5. The President.

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages, and other contracts, including a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly directed by the Board of Directors to other officers or agents of the corporation.

Section 6. The Secretary.

A. The Secretary shall keep the minutes of the member meetings and of the Board of Directors meetings in one or more books provided for that purpose.

B. He shall see that all notices are duly given in accordance with the provision of these by-laws as required by law.

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under the seal is duly authorized in accordance with the provision of these by-laws.

D. He shall keep a register of the post-office address of each member which shall be furnished to the Secretary by such member.

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Vice President. The Vice President shall be vested with all the powers and permitted to perform all the duties of the President in his absence, and such other duties as may be assigned by the Board of Directors.

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- B. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation.

Section 6. The Secretary

- A. The Secretary shall keep the minutes of the member meetings and of the Board of Directors meetings in one or more books provided for that purpose.
- B. He shall see that all notices are duly given in accordance with the provision of these By-Laws or as required by law.
- C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provision of these By-Laws.
- D. He shall keep a register of the post office address of each member which shall be furnished to the Secretary by each member.
- E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Vice President: The Vice President shall be elected with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be assigned by the Board of Directors.

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Section 8. The Treasurer:

- A. The Treasurer 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 and to the credit of the corporation, in such depositories as may be designated by the Board of Directors, the Articles of Incorporation and these By-Laws.
- B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.
- C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 9. Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

Section 10. Vacancies: If the office of any director, or of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.

Section 11. Resignations: Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. There shall be no stock certificates issued by this corporation. Membership in the corporation shall be limited

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to the owner of the condominium unit, who shall automatically become a member of said corporation, and said membership shall be an incident of ownership and not separately transferable.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor, in such instance, shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the declaration.

Section 3. Each member shall be entitled to one (1) vote (for each unit which he, she or it owns) in the management of the corporation and, as to the election of directors, shall be entitled to vote as provided for in the Articles of Incorporation. No person will be entitled to vote who is not current with his obligations to the Association.

Section 4. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration and these By-Laws.

Section 5. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

ARTICLE 7

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation, or such other place as may be stated in the notice.

Section 2. Annual Meeting: Regular annual meetings subsequent to the first election of directors shall be held during the month of November of each succeeding year, at such times as may be stated in the notice, if not a legal holiday; and if a legal holiday, then on the next secular day following.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by units, with the residence of each, shall be prepared by the secretary. Such list shall be produced and kept for said ten (10) days and throughout the election of the office of the corporation and shall be open to examination by any member throughout such time.

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- A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate 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 one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting;
- B. Notwithstanding the foregoing, there can be no special meetings of members prior to the first election of directors unless a majority of the first Board of Directors requests same;
- C. Written notice of a special meeting of members stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting;
- D. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 4. Quorum: Fifty-One percent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the time, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 5. Vote Required to Transact Business: When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by a written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the Florida Statutes, by the Declaration, the Certificate of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 6. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 7. Waiver and consent. Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes or the Certificate 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 all the members who would have been entitled to vote upon the action of such meeting if such meeting were held assent in writing to such action being taken.

Section 8. Order of Business: The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of Notice of Meeting or Waiver of Notice;

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- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of Officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New Business;
- (i) Adjournment;

Section 9. Proviso: Provided, however, that until the Developer of the Condominiums has completed and sold 400 of the condominium units in the Project, or until December 31, 1999, or until the Developer elects to terminate its control of the Association, 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.

Section 10. 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 VI

NOTICES

Section 1. Definition: Whenever under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a post-paid, sealed wrapper, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provision of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

FINANCES

Section 1. Fiscal Year: The fiscal year shall begin the first day of January in each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2. Accounts: The funds and expenditures of the Association shall be credited and charged in accordance with and pursuant to the Declarations of Condominium of condominiums within the Camino Real Village Project.

Section 3. 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 the delivery of or the mailing of such notice to the unit owner.

Section 4. 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

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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 VIII

SEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX

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:

- A. No condominium parcel owner shall use or permit the use of his unit for any purpose other than as a family residence and maintain his unit in a clean and sanitary manner. There shall be no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the property or in any condominium parcel. The Developer shall be exempt from this provision with respect to any units owned by it and hereby expressly reserves the right to use one or more of said units as sales offices, models, executive and construction offices, management and display offices, or for other use necessary to or related to the usual course of the Developer's business and activities.
- B. No condominium parcel owner shall keep pets or other animals in his unit or within the common elements unless prior written approval of the Developer and the Board of Directors of the Association is obtained. The Developer only may grant written approval to keep a dog or cat or so long as the Developer holds at least one unit available

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for sale within the Camino Real Village Complex. In the event written approval as aforescribed is obtained by the Unit Owner, then and in such an event, the Unit Owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be allowed to enter the recreational areas or the common areas, and/or to cause a nuisance or disturbance of any kind or nature. In the event written approval as aforescribed is obtained, then and in such an event, such approval will be subject to Rules and Regulations established from time to time by the Association. Approval can be withdrawn at any time if the rules are not obeyed.

- C. No condominium parcel owner shall permit or suffer anything to be done or kept in his unit which will increase the insurance rate on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
- D. Children of unit owners and children who are guests of unit owners shall not be permitted to play in the walks, corridors, or stairways of any condominium building, or in any form or fashion disturb the quiet enjoyment of owners.
- E. The common walks and common elements shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements, except those areas that may be designated as such by the Board of Directors.
- F. There shall not be kept in any unit any inflammable, combustible, or explosive fluid, material, chemical or substance except for normal household use.
- G. Every condominium parcel owner shall conform to and abide by the By-Laws or uniform Rules and Regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through, or under him do likewise.
- H. Every condominium parcel owner shall allow the Board of Directors and/or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement or the improvement within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions, easements, and the By-Laws of the Association. The Developer hereby reserves the right to enter any of the units to make repairs, whether they are required in the unit entered or in any adjacent unit, or portion of the common elements for the period of time during which the Developer has construction in process in the Camino Real Village Complex and thereafter for the period of time Developer may be obligated to make repairs under any warranty. This right shall inure to the agents, servants, employees, subcontractors, or independent contractors employed by the Developer or otherwise engaged by the Developer.

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1. Signs. No signs of any kind, including "Sold" or "For Sale" or "For Rent" or other displays or advertising shall be maintained or permitted on any part of the common elements, limited common elements, or units. The right is reserved exclusively to the Developer to place "Sold" or "For Sale" or "For Rent" signs in connection with any unsold or sold or unoccupied units it may from time to time own. The same right is reserved to any institutional mortgagee which may become the owner of a unit and to the Association as to any unit which it may own.
2. No condominium parcel owner shall make or cause any structural alterations to and in the building, including, but not limited to, enclosing or screening of a terrace, or sun deck of any unit, or removal of any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building without first obtaining the prior written consent of the Developer and the Association. The owner shall not erect or cause to be erected any outdoor clothes lines.
3. No condominium parcel owner shall make any repairs to any plumbing or electrical wiring or air-conditioning and heating systems except by personnel authorized to do such work by the Board of Directors of the Association. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the common elements. All repairs, maintenance and replacement of air-conditioning and heating systems regardless of location shall be the responsibility of the Unit Owner involved in such repair or replacement. For the period of time for which the Developer maintains construction in Camino Real Village Complex, the Developer shall be the only contractor authorized to make repairs or conduct maintenance and replacement within the condominium complex.
4. No condominium parcel owner shall cause to be constructed or built any additional air-conditioning or fan equipment attached to walls, windows, or doors or displayed in such a manner as to be seen from the outside of the building. No reflective solar screening or other materials such as aluminum foil, spray paints, paints, or plastic adhesive materials may be attached to the windows, doors, or other glass which may be viewed from the exterior of the building contained in the units.
5. No condominium parcel owner shall cover by shutters, hurricane shutters, roll down shutters, screens, or otherwise any windows, doors, terraces, sun decks, or walkways of the unit without first obtaining the prior written consent of the Developer and the Association. No written consent shall be valid unless given by the Developer during the period of time within which the Developer is conducting construction within the Camino Real Village Complex.
6. Provision. If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:
(1) Assessment of the Developer as a unit owner for capital improvements. (2) Any action by the Association that would be detrimental to the sales of units by the Developer. Neither the Unit Owner nor the Association

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nor their successors or assigns shall limit the use of the condominium or otherwise interfere with the completion of the contemplated improvements in this Condominium and the Project and the sale of the units. The Developer (or his duly authorized agents, or assigns) may make such use of the unsold units and the common areas as may facilitate such completion and sale, including but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials. The Developer may use unsold units as model units or as a sales office for display purposes to prospective condominium purchasers. The Developer shall have the right to use unassigned parking spaces and guest parking spaces for prospective purchasers and such other parties as Developer determines. Developer further reserves the right to use the recreational facilities within the complex in any manner it sees fit to promote sales of units within the complex.

1. No children under the age of ten (10) years are allowed to permanently reside within any of the condominium units except by express written permission of the Developer. During the period of time it has construction in process in the Camino Real Village Complex. Thereafter, written permission for children under ten (10) years of age must be obtained from the condominium association.

Children of any age living with a unit owner for less than sixty (60) consecutive days in any twelve (12) month period shall not be required to be approved as they shall be considered "temporary residents".

2. No smoking shall be permitted on any sun deck, balcony or terrace of a unit.

3. Any suggestions or criticisms regarding the maintenance of the condominium common areas should be made in writing to the Developer during the period of time within which the Developer is conducting construction within the Camino Real Village Complex or owns at least one unit in the complex. Thereafter written suggestions should be directed to the Board of Directors.

4. Unit owners, residents, their families, guests, servants, employees, agents, or visitors, shall not at any time or for any reason whatsoever enter upon any roof area, meter room or other service room or service area.

The use of all recreational facilities shall at all times be subject to such rules and regulations as the Board of Directors may establish.

5. Payment of monthly assessments shall be made at the main administrative offices or such other places as may be designated from time to time. Payments made in the form of checks, shall be made to the order of the Camino Real Village Association, Inc. Payment of regular assessments are due on the first day of each month, and if ten (10) or more days late, are subject to late charges, as provided by the Board of Directors.

6. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such unit owner or resident.

7. All of the restrictions, limitations and obligations of members as provided in the Declaration of Condominium are incorporated herein by reference but not by way of limitation.

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- W. The parking of trucks, vans, campers, trailers, boats, trailers, recreational vehicles and any vehicles other than standard automobiles and station wagons, are prohibited on the condominium or Camino Real Village Complex Property unless specific written permission is granted by the Developer as long as it owns at least one unit within the Camino Real Village Project; thereafter written permission must be obtained from the Board of Directors of the Camino Real Village Association.

Unit owners will be held personally responsible for the removal of any such unauthorized vehicle owned by the unit owner, himself, or any guest of the unit owner. Owners who do not promptly remove such vehicles, will have them towed away at their expense and all owners, by the acceptance of the deed to their unit from the Developer, are deemed to have accepted this obligation and do authorize the Camino Real Village Association, Inc. or Developer, acting through its agents, officers, and/or employees to remove unauthorized vehicles.

ARTICLE X

DEFAULT

- A. In the event an owner of a condominium parcel does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the corporation may, through its Board of Directors or manager acting in behalf of the corporation or in its own behalf, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the corporation against a condominium parcel owner, the losing defendants shall pay the costs thereof, together with a reasonable attorney's fee.

If an action or foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the corporation and, as a result thereof, the interest of the said owner in and to the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the corporation becomes the owner of a condominium parcel by reason of a foreclosure, it shall offer said unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the condominium parcel, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the condominium parcel in question.

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8. In the event of violation of the provision of the Declaration of Condominium, corporate charter or restrictions and By-Laws, as the same are not or may hereafter be constituted, the corporation, on its own behalf or by and through the Board of Directors or manager, may bring appropriate action to enjoin such violations or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it or they may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fee and court costs.

Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the corporation and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a condominium parcel to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XI

REGISTERS

Section 1. The secretary of the corporation shall maintain a register in the corporation office showing the names and addresses of members.

Section 2. Any application for the transfer of a membership or for a conveyance of interest in a condominium parcel or a lease of condominium parcel shall be accompanied by a screening-application fee in the amount of Fifty (\$50.00) Dollars 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, or such other fee as may be determined by the Board of Directors from time to time.

Section 3. The corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to notify the corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an application provision of the By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

ARTICLE XII

SURRENDER

In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire and other casualty excepted, and the corporation shall have the right to re-enter and to repossess the owned unit. The member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Palm Beach County, State of Florida, or the United States of America.

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ARTICLE XIII

JOINT OWNERSHIP

A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership.

ARTICLE XIV

AMENDMENT OF BY-LAWS

These By-Laws may be amended in the manner set forth in the Declaration of Condominium.

Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any class or group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association, with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XV

REAL PROPERTY TAXES

It is anticipated that the taxing authorities in taxing for real property taxes shall tax each condominium unit on a separate and distinct basis by forwarding a separate tax bill to each individual condominium parcel owner for his separate unit. In the event the taxing authorities do not tax individually each unit and one tax bill is levied, then and in such event the Condominium upon which such tax bill is levied shall divide the tax bill as a common expense for said Condominium and same shall be paid by the individual condominium parcel owner of the Condominium in percentage proportion to his ownership in the common elements as stated in the subject Declaration of Condominium.

ARTICLE XVI

CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

Return to (enclose self-addressed)

id envelope)

Name

Address

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RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

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

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

APPROVED AND DECLARED AS THE BY-LAWS OF CAMINO REAL VILLAGE ASSOCIATION, INC.

By *Dorothy H Wilken* (SEAL)
President

Attest: *Robert Sultan* (SEAL)



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