RECORD & RETURN TO:
SIMON & MOSKOWITZ,
1500 N.W. 49th Street
Suite 401
Ft. Lauderdale, Fla.
WILL CALL - TRI COUNTY

DECLARATION OF CONDOMINIUM

OF

LUCERNE GREENS CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made by LUCERNE GREENS, INC., a Florida corporation, hereinafter referred to as "DEVELOPER," for itself, its successors, grantees and assigns.

WHEREIN, the DEVELOPER makes the following declarations:

1. Purpose: The purpose of this DECLARATION is to submit the land and improvements described to the CONDOMINIUM FORM OF OWNERSHIP and use pursuant to Chapter 718 of the Florida Statutes, herein referred to as the "CONDOMINIUM ACT." Except where permissive variances therefrom appear in this DECLARATION, the annexed ARTICLES and/or BYLAWS of the ASSOCIATION, or in lawful amendments to these instruments, the provisions of the CONDOMINIUM ACT are incorporated herein by reference. This DECLARATION, the ARTICLES and the BYLAWS of the ASSOCIATION, as lawfully amended from time to time, and the CONDOMINIUM ACT as same exists as of the execution of this DECLARATION, shall govern this CONDOMINIUM and the rights, duties and responsibilities of UNIT OWNERS therein.

1.1 Name. The name by which this CONDOMINIUM is to be identified is LUCERNE GREENS CONDOMINIUM.

1.2 Submission to CONDOMINIUM FORM OF OWNERSHIP. By this DECLARATION, the fee simple title to the property described in Exhibit "A" attached hereto and made a part hereof, is hereby submitted to the CONDOMINIUM FORM OF OWNERSHIP.

1.3 Effect of DECLARATION. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all UNIT OWNERS as hereinafter defined, and in consideration of receiving and by acceptance of 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 the ARTICLES and BYLAWS. Both the burdens imposed and the benefits derived shall run with each UNIT as herein defined.

2. Definitions. The terms used in this DECLARATION and all exhibits attached hereto, and in the ARTICLES and the BYLAWS, shall have the meanings stated in the CONDOMINIUM ACT and as follows, unless the context otherwise requires.

2.1 ARTICLES means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.

2.2 ASSESSMENT means a share of the funds required for the payment of COMMON EXPENSES which from time to time is assessed against a UNIT OWNER, and all other sums which may be assessed against a UNIT OWNER or which may be required to be paid by any UNIT OWNER to the ASSOCIATION pursuant to this DECLARATION, the ARTICLES or the BYLAWS.

2.3 ASSOCIATION means LUCERNE GREENS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, which is the corporate entity responsible for the operation of the CONDOMINIUM.

2.4 ASSOCIATION PROPERTY means any real property owned by the ASSOCIATION, including any improvements located thereon, and all personal property owned by the ASSOCIATION.

2.5 BOARD means the Board of Directors of the ASSOCIATION.

2.6 BUILDING means and includes any building contained within the CONDOMINIUM from time to time as herein provided.

2.7 BYLAWS means the bylaws of the ASSOCIATION, as same may be amended from time to time.

2.8 COMMON ELEMENTS means the portions of the CONDOMINIUM PROPERTY not included in the UNITS, and all other property declared as COMMON ELEMENTS herein and in the CONDOMINIUM ACT.

2.9 COMMON EXPENSES means all expenses properly incurred by the ASSOCIATION for the CONDOMINIUM which shall include, but not be limited to, the following:

2.9.1 Expenses of administration and management of the CONDOMINIUM PROPERTY and of the ASSOCIATION.

2.9.2 Expenses of maintenance, operation, repair or replacement of COMMON ELEMENTS, and this CONDOMINIUM's share of such expenses for any ASSOCIATION PROPERTY which unless otherwise determined by the BOARD shall be equal to the number of UNITS in this CONDOMINIUM divided by the total number of units in all condominiums operated by the ASSOCIATION.

2.9.3 Expenses declared to be COMMON EXPENSES by this DECLARATION, the ARTICLES and/or the BYLAWS.

2.9.4 Any valid charge against the CONDOMINIUM as a whole.

2.9.5 Assessments of the Lucerne Lakes Master Home Owners Association, Inc. payable by the ASSOCIATION.

2.10 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, over the amount of COMMON EXPENSES.

2.11 CONDOMINIUM means LUCERNE GREENS CONDOMINIUM, which is formed pursuant to this DECLARATION.

2.12 CONDOMINIUM ACT means the Florida Condominium Act, as it exists on the date of execution of this DECLARATION, as contained in Chapter 718 of the Florida Statutes.

2.13 CONDOMINIUM FORM OF OWNERSHIP means that form of ownership of real property created pursuant to the CONDOMINIUM ACT and which is comprised of UNITS that may be owned by one (1) or more persons, and there is, appurtenant to each UNIT, an undivided share in the COMMON ELEMENTS.

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 that are subjected to the CONDOMINIUM FORM OF OWNERSHIP by this DECLARATION or by any amendment hereto, and 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, as it may be amended from time to time.

2.17 DEVELOPER means and refers to the person or entity executing this DECLARATION, its successors, grantees, assigns, nominees, and designees. In the event the holder of any mortgage executed by the DEVELOPER obtains title to all or any portion of the CONDOMINIUM PROPERTY by foreclosure, or deed in lieu thereof, such mortgagee shall become the DEVELOPER only if it so elects, by written notice to the BOARD, but in any event such mortgagee may assign its rights as DEVELOPER to any third party who acquires title to all or a portion of the CONDOMINIUM PROPERTY from the mortgagee. In any event, any subsequent DEVELOPER shall not be liable for any defaults or obligations incurred by any prior DEVELOPER, except as same are expressly assumed by the subsequent DEVELOPER. The term "DEVELOPER" shall not include any person or

entity acquiring title only to one or more UNIT(S) for which a certificate of occupancy has been issued by the controlling governmental authority, unless DEVELOPER specifically assigns its rights as developer to such person or entity.

2.18 INSTITUTIONAL LENDER means any company or entity holding a first mortgage encumbering a CONDOMINIUM PARCEL, which in the ordinary course of business makes, purchases, guarantees, or insures residential mortgage loans. An INSTITUTIONAL LENDER may be, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of the DEVELOPER, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

2.19 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, if any.

2.20 UNIT means a part of the CONDOMINIUM PROPERTY which is subject to exclusive ownership.

2.21 UNIT OWNER means the record owner(s) of a CONDOMINIUM PARCEL.

3. Development Plans. This CONDOMINIUM is being developed in phases pursuant to Section 718.403 of the CONDOMINIUM ACT. Initially, the CONDOMINIUM will consist only of the land and improvements described and depicted in Exhibit "A" attached hereto. As described in Paragraph 23 of this DECLARATION, additional phases may be added to the CONDOMINIUM. Exhibit "B" of this DECLARATION contains a plot plan showing the approximate general location of the buildings and improvements currently planned to be contained in each phase, and a proposed legal description of each phase. The DEVELOPER reserves the right not to add any phase to the CONDOMINIUM, and except for the land described in Exhibit "A," this DECLARATION shall have no effect on the title to any land described in Exhibits "B" or "C," unless and until such land is added to the CONDOMINIUM by an amendment to this DECLARATION.

4. CONDOMINIUM Improvements and UNITS.

4.1 Plot Plan and Survey. A survey of the property comprising the CONDOMINIUM, a graphic description of the improvements, and a plot plan thereof, as well as the floor plans of the UNITS within the CONDOMINIUM, are all attached hereto as Exhibit "A." This exhibit, together with this DECLARATION, is an accurate representation of the location and dimensions of the improvements constituting the CONDOMINIUM and are in sufficient detail so that the identification, location, and dimensions of the COMMON ELEMENTS and of each UNIT can be determined.

4.2 UNIT Identification. The legal description of each UNIT shall consist of the number of the BUILDING in which the UNIT is located, and the number of such UNIT, as shown upon Exhibit "A." Every deed, lease, mortgage or other instrument may legally describe a UNIT and/or CONDOMINIUM PARCEL by its identifying UNIT designation as provided, and each and every description shall be deemed good and sufficient for all purposes.

4.3 UNIT Boundaries. Each UNIT shall include that part of the BUILDING containing the UNIT that lies within the boundaries of the UNIT, which boundaries are as follows:

4.3.1 Upper and Lower Boundaries. The upper and lower boundaries of each UNIT shall be the following boundaries extended to an intersection with the perimetrical boundaries.

4.3.1.1 Upper boundary: The horizontal plane of the undecorated finished ceiling. In a UNIT containing a room in which the ceiling is raised above the level of the ceiling in the rest of the UNIT, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with

the ceiling of the remaining portion of the UNIT, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

4.3.1.2 Lower boundary: The horizontal plane of the undecorated finished floor. In a UNIT containing a room in which the floor is raised above the level of the floor in the rest of the UNIT, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the UNIT, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

4.3.2 Perimetrical Boundaries. The perimetrical boundaries of the UNIT shall be the vertical planes of the unfinished interior surfaces of the building walls bounding the UNIT, the vertical planes of finished exterior surfaces of screened or glass walls bounding the UNIT, and imaginary vertical planes along the lower boundaries of the UNIT where there is no wall, extended to their planar intersections with each other and with the upper and lower boundaries.

4.3.3 Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, skylights and conversation pits, such boundary shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass, screening, or other transparent material, and all framings and casings therefore, shall be included in the boundaries of the UNIT.

4.3.4 Boundaries - Further Defined. The boundaries of the UNIT shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each UNIT and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other UNITS and/or for COMMON ELEMENTS. No part of the interior non-boundary walls within a UNIT shall be considered a boundary of the UNIT.

4.3.5 Exceptions and Conflicts. In the case of any conflict between the boundaries of the UNIT as above described and the dimensions of the UNIT shown on Exhibit "A," the above provisions describing the boundary of a UNIT shall control, it being the intention of this DECLARATION that the actual as-built boundaries of the UNIT as above described shall control over any erroneous dimensions contained in Exhibit "A" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "A" attached hereto is erroneous the DEVELOPER or the President of the ASSOCIATION shall have the right to unilaterally amend the DECLARATION to correct such survey, and any such amendment shall not require the joinder of any UNIT OWNER or UNIT MORTGAGEE so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a UNIT. In the case of UNIT boundaries not adequately described as provided above, the survey of the UNITS contained in Exhibit "A" shall control in determining the boundaries of a UNIT. In the case of any conflict between the language of this DECLARATION describing the boundaries of any UNIT, and in the language contained on Exhibit "A" describing the boundaries of a UNIT, the language of this DECLARATION shall control.

4.4 LIMITED COMMON ELEMENTS. The areas depicted as "LIMITED COMMON ELEMENTS" on Exhibit "A" of this DECLARATION, if any, shall be LIMITED COMMON ELEMENTS of the contiguous UNIT, or the UNIT otherwise designated, for the exclusive use and enjoyment of the UNIT OWNER and residents of the UNIT, and their guests and invitees.

4.5 AUTOMOBILE PARKING SPACES.

4.5.1 The COMMON ELEMENTS include parking areas for automobiles of the UNIT OWNERS and residents of the CONDOMINIUM, their guests and invitees. The ASSOCIATION may assign one (1) parking space for the exclusive use of the

UNIT OWNER or any resident of each UNIT, and their guests and invitees. No UNIT OWNER or resident of any UNIT, and none of their guests and invitees, shall park in a parking space assigned to another UNIT. All other parking spaces will be for the general use of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees. For good cause the ASSOCIATION shall have the right to reassign parking spaces from time to time upon written notice to the affected UNIT OWNERS.

4.5.2 Any transfer of title of a UNIT, including a transfer by operation of law, shall operate to transfer the exclusive use of the UNIT's then assigned parking space(s). In addition, a UNIT OWNER shall not sell, reassign or otherwise transfer his right to use his then assigned parking space(s) without the express prior written consent of the BOARD.

5. Easements and Restrictions. Each of the following easements are hereby created, all of which shall be nonexclusive easements and shall run with the land of the CONDOMINIUM and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the CONDOMINIUM.

5.1 Pedestrian and Vehicular Traffic.

5.1.1 Ingress and egress easements for pedestrian and bicycle traffic over and upon the sidewalks and paths existing from time to time upon the COMMON ELEMENTS, and ingress and egress easements for pedestrian and vehicular traffic over and upon the roads, parking areas, and other paved areas as existing from time to time upon the COMMON ELEMENTS and intended for such purposes, same being in favor of the UNIT OWNERS for their use and benefit and for the use and benefit of their mortgagees, tenants, guests and invitees.

5.1.2 An easement for ingress and egress purposes over the COMMON ELEMENTS, in favor of the owners of any portion of the property described in Exhibit "C" which is not within this CONDOMINIUM, for their use and benefit and for the use and benefit of their mortgagees, tenants, guests and invitees. The location of such easement shall be limited to the paved roads within the CONDOMINIUM so long as reasonable ingress and egress is provided over such roads and any other roads outside of the CONDOMINIUM for which ingress and egress is provided, and the location of the paved roads within the CONDOMINIUM may be changed from time to time without the consent of the owners of any portion of the property described on Exhibit "C." If the paved roads within the CONDOMINIUM, when combined with other roads providing ingress and egress to the property described on Exhibit "C," do not provide ingress and egress reasonably necessary for the owners of the property described in Exhibit "C," then the location of the easement granted hereby shall be established in a manner which minimizes interference to the extent reasonably possible with the use and enjoyment of the CONDOMINIUM PROPERTY by the residents of the CONDOMINIUM.

5.2 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the CONDOMINIUM, and over, under, on and across the COMMON ELEMENTS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the CONDOMINIUM PROPERTY and the property described in Exhibit "C" attached hereto. Also, easements as may be reasonably required for the installation, maintenance, repair, and providing of utility services, equipment and fixtures, in order to adequately serve the CONDOMINIUM or any UNIT or COMMON ELEMENT, or the property described in Exhibit "C," including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. Any utility services serving the property described in Exhibit "C," which is outside of the CONDOMINIUM shall be installed to the extent possible in a manner which will minimize interference with the use and enjoyment of the CONDOMINIUM PROPERTY by the residents of the CONDOMINIUM. Easements through a UNIT shall be only according to the plans and specifications for the BUILDING containing the UNIT or as the BUILDING is actually constructed, or reconstructed, unless approved in writing by the UNIT

OWNER of the UNIT. A UNIT OWNER shall do nothing within or outside his UNIT that interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each UNIT to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and COMMON ELEMENTS contained in the UNIT or elsewhere in the CONDOMINIUM PROPERTY and to remove any improvements interfering with or impairing the utility services or easements herein reserved, provided such right of access shall not unreasonably interfere with the UNIT OWNER's permitted use of the UNIT, and except in the event of an emergency, entry into any UNIT shall be made on reasonable notice to the UNIT OWNER.

5.3 Support. Every portion of a UNIT contributing to the support of a BUILDING or an adjacent UNIT shall be burdened with an easement of support for the benefit of all other UNITS and COMMON ELEMENTS in the BUILDING.

5.4 Perpetual Nonexclusive Easement in COMMON ELEMENTS. The COMMON ELEMENTS shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

5.5 Air Space. Each UNIT shall have an exclusive easement for the use of the air space occupied by the UNIT as it exists at any particular time and as the UNIT may lawfully be altered.

5.6 Encroachments. If any portion of the COMMON ELEMENTS encroaches upon any UNIT; if any UNIT encroaches upon any other UNIT or upon any portion of the COMMON ELEMENTS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON ELEMENTS or LIMITED COMMON ELEMENTS made by or with the consent of the ASSOCIATION; (iv) any repair or restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON ELEMENTS; or (v) any non-purposeful or non-negligent act of a UNIT OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

5.7 Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the UNITS and the CONDOMINIUM PROPERTY.

5.8 Sale and Development Easement. DEVELOPER reserves an easement over, upon, across and under the COMMON ELEMENTS and the ASSOCIATION PROPERTY as may be reasonably required in connection with the development, construction, sale and promotion of the CONDOMINIUM PROPERTY, and the ASSOCIATION PROPERTY, or any portion of the property described in Exhibit "C" attached hereto.

5.9 Additional Easements. DEVELOPER (so long as it owns any UNITS) and the ASSOCIATION, on their behalf and on behalf of all UNIT OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under, and/or across the COMMON ELEMENTS and the ASSOCIATION PROPERTY in favor of any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the CONDOMINIUM in favor of the ASSOCIATION and/or the UNIT OWNERS or in favor of any person, entity, public or quasi-public authority, or utility company, as the DEVELOPER or the ASSOCIATION may deem desirable for the proper operation and maintenance of the CONDOMINIUM, or any portion thereof, or for the health, safety or welfare of the UNIT OWNERS, or for any other reason or purpose. This section does not authorize the ASSOCIATION to modify, relocate, abandon or terminate any easement created in whole or in part for the use or benefit of anyone other than the UNIT OWNERS, or crossing the property of anyone other than the UNIT OWNERS, without their consent or approval as otherwise required by law or by the instrument creating the easement. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with

the use of UNITS for dwelling purposes, no joinder of any UNIT OWNER or any mortgagee of any UNIT shall be required or, if same would unreasonably and adversely interfere with the use of any UNIT for dwelling purposes, only the joinder of the UNIT OWNERS and INSTITUTIONAL LENDERS of UNITS so affected shall be required. To the extent required, all UNIT OWNERS hereby irrevocably appoint DEVELOPER and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

5.10 Easements and Restrictions of Record. The creation of this CONDOMINIUM is subject to other restrictions, reservations and easements of record.

6. Ownership.

6.1 Type of Ownership. Ownership of each CONDOMINIUM PARCEL may be in fee simple or in any other estate in real property recognized by the law, subject, however, to this DECLARATION and restrictions, reservations, easements and limitations of record.

6.2 UNIT OWNER's Rights. Each UNIT OWNER is entitled to the exclusive use and possession of his UNIT. He shall be entitled to use the COMMON ELEMENTS in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other UNIT OWNERS. There shall be a joint use of the COMMON ELEMENTS and a joint and mutual easement for that purpose is hereby created.

7. Restraint Upon Separation and Partition of COMMON ELEMENTS. The fee title of each CONDOMINIUM PARCEL shall include both the UNIT and an undivided interest in the COMMON ELEMENTS, said undivided interest in the COMMON ELEMENTS to be deemed to be conveyed or encumbered with its respective UNIT, even though the description in the deed or instrument of conveyance may refer only to the fee title to the UNIT. Any attempt to separate and/or action to partition the fee title to a UNIT from the undivided interest in the COMMON ELEMENTS appurtenant to each UNIT shall be null and void.

8. Undivided Share in the COMMON ELEMENTS. Each UNIT shall have an undivided share in the COMMON ELEMENTS as an appurtenance to the UNIT, which undivided share shall be equal to 1/X, "X" being the number of UNITS contained within the CONDOMINIUM from time to time. Accordingly, each UNIT's initial undivided share in the COMMON ELEMENTS will be 1/8, which will be redetermined if and when each phase is added to the CONDOMINIUM as described in Paragraph 23 of this DECLARATION.

9. COMMON EXPENSE and COMMON SURPLUS.

9.1 Each UNIT OWNER will be responsible for a proportionate share of the COMMON EXPENSES, equal to the undivided share in the COMMON ELEMENTS appurtenant to the UNIT OWNER's UNIT as determined above. In the event the ASSOCIATION operates more than one (1) condominium, the COMMON EXPENSES of this CONDOMINIUM shall include all expenses specifically relating to this CONDOMINIUM, as well as this CONDOMINIUM's share of all mutual expenses relating to this and other condominiums operated by the ASSOCIATION, as reasonably determined by the BOARD.

9.2 Any COMMON SURPLUS of the ASSOCIATION shall be owned by each UNIT OWNER in the same proportion as his liability for COMMON EXPENSES. In the event the ASSOCIATION operates more than one condominium, then the UNIT OWNERS in this CONDOMINIUM shall only have an interest in the COMMON SURPLUS of the ASSOCIATION attributable to this CONDOMINIUM.

10. Maintenance. The responsibility for maintenance by the ASSOCIATION and by the UNIT OWNERS shall be as follows:

10.1 By the ASSOCIATION. The ASSOCIATION shall operate, maintain, repair and replace, as a COMMON EXPENSE:

10.1.1 All COMMON ELEMENTS and LIMITED COMMON ELEMENTS, except for portions to be maintained by the UNIT OWNERS as hereinafter provided.

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10.1.2 All exterior and structural BUILDING walls, whether inside or outside of a UNIT.

10.1.3 All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of a UNIT contributing to the support of the BUILDING or to another UNIT, or within interior boundary walls, and all such facilities contained within a UNIT which service part or parts of the CONDOMINIUM other than the UNIT within which such facilities are contained.

10.1.4 All ASSOCIATION PROPERTY (only this CONDOMINIUM's share of the expenses associated with the ASSOCIATION PROPERTY shall be a COMMON EXPENSE of this CONDOMINIUM).

10.1.5 Any unimproved property, and the side of any common wall or fence facing the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY, outside of and contiguous to the CONDOMINIUM or the ASSOCIATION PROPERTY (with the consent of the owner of such property except where such property consists of unpaved road right-of-way) which the BOARD determines to maintain from time to time.

All incidental damage caused to a UNIT by such work shall be promptly repaired at the expense of the ASSOCIATION.

10.2 By the UNIT OWNER. Each UNIT OWNER shall operate, maintain, repair and replace, at the UNIT OWNER's expense:

10.2.1 All portions of the UNIT except the portions to be maintained, repaired and replaced by the ASSOCIATION. Included within the responsibility of the UNIT OWNER shall be windows, screens, sliding glass doors, and doors on the exterior of his UNIT or the LIMITED COMMON ELEMENTS of his UNIT, and framing for same. Also included within the responsibility of the UNIT OWNERS shall be the maintenance and painting of exterior building walls within a UNIT OWNER's screened or enclosed porch, patio or balcony, which shall be painted the same color as the outside exterior building walls. All such maintenance, repairs and replacements shall be done without disturbing the rights of other UNIT OWNERS.

10.2.2 The air conditioning and heating systems serving the UNIT OWNER's UNIT, whether inside or outside of his UNIT.

10.2.3 Within the UNIT OWNER's UNIT, all cabinets, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the UNIT, as well as all personal property of the UNIT OWNER.

10.2.4 Any improvements constructed or located within that portion of the rear of the UNIT that is a LIMITED COMMON ELEMENT pursuant to Paragraph 4.4, and any landscaping therein, other than standard landscaping located in the rear of all of the UNITS.

All property to be maintained, repaired and/or replaced by a UNIT OWNER shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the CONDOMINIUM, so as to preserve a well kept appearance throughout the CONDOMINIUM, and no such maintenance, repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the CONDOMINIUM from its original appearance or condition without the prior written consent of the ASSOCIATION. All property to be maintained, repaired and/or replaced by a UNIT OWNER which is inside of the UNIT OWNER's UNIT and which does not affect the exterior appearance of the CONDOMINIUM shall be maintained at all times in a condition which does not and will not adversely affect any other UNIT OWNER, or any other portion of the CONDOMINIUM PROPERTY.

10.3 No UNIT OWNER shall operate, maintain, repair or replace any portion of the CONDOMINIUM PROPERTY to be operated, maintained, repaired and/or replaced by the ASSOCIATION, or the ASSOCIATION PROPERTY, without first obtaining written approval from the ASSOCIATION. Each UNIT OWNER shall

promptly report to the ASSOCIATION or any applicable management company any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the ASSOCIATION.

10.4 Whenever it is necessary to enter any UNIT for the purpose of performing any maintenance, repair or replacement of any COMMON ELEMENTS or any other UNIT, or for making emergency repairs necessary to prevent damage to any COMMON ELEMENTS or to any other UNIT, the owner of the UNIT shall permit the ASSOCIATION, the other UNIT OWNERS, or persons authorized by them, to enter the UNIT for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency no advance notice will be required. To facilitate entry in the event of any emergency, the owner of each UNIT, if required by the ASSOCIATION, shall deposit a key to such UNIT with the ASSOCIATION.

10.5 Notwithstanding the foregoing, each UNIT OWNER shall be liable to the ASSOCIATION for any damage to the COMMON ELEMENTS or any LIMITED COMMON ELEMENTS caused by the UNIT OWNER or by any tenant or resident of his UNIT, or their guests or invitees, to the extent the cost of repairing any such damage is not covered by the ASSOCIATION's insurance.

11. Additions, Alterations or Improvements.

11.1 By the ASSOCIATION. The ASSOCIATION shall not make any material addition, alteration, change or improvement to the COMMON ELEMENTS or to the ASSOCIATION PROPERTY without the approval of the UNIT OWNERS, provided, however, that the approval of at least two-thirds (2/3) of all the UNIT OWNERS shall be required as to any addition, alteration, change or improvement which (i) substantially changes any recreational facility which is a COMMON ELEMENT or ASSOCIATION PROPERTY, or (ii) would cost, when combined with any other additions, alterations or improvements made during the calendar year, the sum of Two Hundred ($200) Dollars (which sum shall be increased in direct proportion to any increase in the Consumer Price Index subsequent to the date of the recording of this DECLARATION, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, using the U.S. city average, all items (1967 = 100), or any similar index if the foregoing Index is discontinued) multiplied by the number of UNITS in the CONDOMINIUM as of the time such addition, alteration or improvement is to be made. The foregoing approval shall in no event apply with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON ELEMENTS or ASSOCIATION PROPERTY. The cost and expense of any such addition, alteration, change or improvement to the COMMON ELEMENTS and this CONDOMINIUM's share of such cost and expense as to any ASSOCIATION PROPERTY, shall constitute a part of the COMMON EXPENSES and shall be assessed to the UNIT OWNERS as COMMON EXPENSES. Any addition, alteration, change or improvement to the COMMON ELEMENTS or to the ASSOCIATION PROPERTY made by the ASSOCIATION shall be made in compliance with all laws, rules, ordinances, and regulations of all controlling governmental authorities.

11.2 By UNIT OWNERS. No UNIT OWNER shall make or install any addition, alteration, improvement or landscaping in or to the exterior of his UNIT, or any LIMITED COMMON ELEMENT or any COMMON ELEMENT, or any ASSOCIATION PROPERTY, and no UNIT OWNER shall make any structural addition, alteration or improvement in or to his UNIT, without the prior written consent of the ASSOCIATION. Notwithstanding the foregoing, if any BUILDING consists of two or more stories and contains UNITS located on top of other UNITS, no permanent enclosure of any screened-in patio or balcony shall be permitted, except that with the consent of the ASSOCIATION a UNIT OWNER may install hurricane shutters or glass enclosures on the inside of such screening. Any request by a UNIT OWNER for consent by the ASSOCIATION to any addition, alteration or improvement, shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve any such addition, alteration or improvement, but the ASSOCIATON's approval as to same may be granted or withheld in the ASSOCIATION's sole discretion, and in any event shall not be granted if same would detrimentally affect the architectural design of the CONDOMINIUM PROPERTY, but shall not be withheld in a discriminatory manner. All additions, alterations or improvements made by a UNIT OWNER shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction, and with any

conditions imposed by the ASSOCIATION with respect to design, structural integrity, aesthetic appeal, construction details, or otherwise. A UNIT OWNER making or causing to be made any additions, alterations or improvements agrees, and shall be deemed to have agreed, for such UNIT OWNER, and the UNIT OWNER's heirs, personal representatives, successors, and assigns, as appropriate, to hold the ASSOCIATION and all other UNIT OWNERS harmless from any liability or damage to the CONDOMINIUM PROPERTY and expenses arising therefrom. Each UNIT OWNER shall be solely responsible for and shall maintain all exterior additions, alterations or improvements in a first class condition and in good working order as originally approved by the ASSOCIATION.

12. Determination of COMMON EXPENSES and ASSESSMENTS. The BOARD shall from time to time, and at least annually, prepare and adopt a budget for the CONDOMINIUM, determine the amount of ASSESSMENTS for COMMON EXPENSES payable by the UNIT OWNERS to meet the COMMON EXPENSES of the CONDOMINIUM, and allocate and assess such expenses among the UNIT OWNERS, in accordance with the provisions of the CONDOMINIUM ACT, this DECLARATION and the BYLAWS. The ASSOCIATION shall notify all UNIT OWNERS, in writing, of the amount and due dates of the ASSESSMENTS for COMMON EXPENSES payable by each of them, which due dates shall not be less than ten (10) days from the date of such notification. In the event any ASSESSMENTS for COMMON EXPENSES are made in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the ASSOCIATION notifies the UNIT OWNER in writing of a change in the amount and/or frequency of the periodic payments. If requested in writing, copies of all notices of ASSESSMENTS for COMMON EXPENSES shall be given to any INSTITUTIONAL LENDER. Working capital contributions made to the ASSOCIATION upon the sale of UNITS by the DEVELOPER may be used to reimburse the DEVELOPER for start-up expenses of the ASSOCIATION, or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated. Any budget adopted by the BOARD shall be subject to change to cover actual expenses at any time, in conformance with applicable provisions of the BYLAWS. In the event the expenditure of funds by the ASSOCIATION is required that cannot be made from the regular ASSESSMENTS for COMMON EXPENSES, the ASSOCIATION may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD as stated in the notice of any special ASSESSMENT for COMMON EXPENSES. The specific purpose or purposes of any special ASSESSMENT for COMMON EXPENSES shall be set forth in the written notice of such ASSESSMENT sent or delivered to each UNIT OWNER, and the funds collected pursuant to the special ASSESSMENT shall be used only for the specific purpose or purposes set forth in such notice, or returned to the UNIT OWNERS. However, upon completion of such specific purpose or purposes, any excess funds shall be considered COMMON SURPLUS. ASSESSMENTS for COMMON EXPENSES will commence upon the conveyance of the first UNIT by the DEVELOPER, and prior to such commencement date the DEVELOPER will be responsible for all COMMON EXPENSES of the CONDOMINIUM. ASSESSMENTS for COMMON EXPENSES for any UNIT added to the CONDOMINIUM will commence on the 1st day of the month after the UNIT is added, or upon the conveyance of the UNIT by the DEVELOPER, whichever occurs first.

13. Monetary Defaults and Collection of ASSESSMENTS.

13.1 Liability for ASSESSMENTS. A UNIT OWNER, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all ASSESSMENTS coming due while he is the UNIT OWNER, and except as hereinafter provided in Paragraph 13.6 shall be jointly and severally liable for all unpaid ASSESSMENTS owed by the prior UNIT OWNER of the UNIT OWNER's UNIT, without prejudice to any right the UNIT OWNER may have to recover from the prior UNIT OWNER any ASSESSMENTS paid by the UNIT OWNER. However, no UNIT OWNER shall be liable for any ASSESSMENTS owed by the DEVELOPER. The ASSESSMENTS shall include regular and special ASSESSMENTS for COMMON EXPENSES, and other ASSESSMENTS which may be payable to the ASSOCIATION by a UNIT OWNER pursuant to the CONDOMINIUM ACT, this DECLARATION, the ARTICLES, or the BYLAWS.

13.2 Late Charges and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER a late charge of ten percent (10%) of the amount of the ASSESSMENT, or TEN DOLLARS ($10.00) whichever is greater, plus interest at the then highest rate of interest allowable by law, but not greater than twenty-five (25%) percent per year, from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION. The ASSOCIATION may waive the payment of any or all late charges or interest in the discretion of the ASSOCIATION.

13.3 Lien for ASSESSMENTS. The ASSOCIATION has a lien on each CONDOMINIUM PARCEL for any unpaid ASSESSMENTS with interest, costs and attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and for all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the CONDOMINIUM PARCEL is located, stating the description of the CONDOMINIUM PARCEL, the name of the record UNIT OWNER, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien shall secure all unpaid ASSESSMENTS, late charges, interest, costs, attorneys' fees, and sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION's lien, which are due upon and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

13.4 Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable UNIT OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement, and/or foreclosure of the ASSOCIATION's lien, including reasonable attorneys' fees, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION's lien. However, no foreclosure judgment may be entered until at least thirty (30) days after the ASSOCIATION gives written notice to the UNIT OWNER of its intention to foreclose its lien to collect the unpaid ASSESSMENTS, and other sums secured by the claim of lien. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid ASSESSMENTS, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the ASSOCIATION shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the UNIT OWNER or by certified or registered mail, return receipt requested, addressed to the UNIT OWNER at his last known address, and upon such mailing, the notice shall be deemed to have been given and the court shall proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. If, after diligent search and inquiry, the ASSOCIATION cannot find the UNIT OWNER or a mailing address at which the UNIT OWNER will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the UNIT OWNER records a notice of contest of lien as provided by the CONDOMINIUM ACT. The notice requirements of this section shall not apply if an action to foreclose a mortgage on the UNIT is pending before any court, if the ASSOCIATION's rights would be affected by such foreclosure, and if actual, constructive, or substitute service of process has been made on the UNIT OWNER. The BOARD is authorized to settle and compromise any claims the ASSOCIATION may have against a UNIT OWNER if the BOARD deems a settlement or compromise desirable.

13.5 Rental and Receiver. If a UNIT OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against his UNIT is

foreclosed, the court, in its discretion, may require the UNIT OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

13.6 Liability of Mortgagee, Lien or Judicial Sale Purchaser for ASSESSMENT. When the mortgagee of a first mortgage of record of an INSTITUTIONAL LENDER, or other purchaser of a UNIT obtains title to the CONDOMINIUM PARCEL by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the ASSOCIATION has been properly named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of COMMON EXPENSES or ASSESSMENTS, or for any other monies owed to the ASSOCIATION including, but not limited to, interest, late charges, fines or fees, attributable to the CONDOMINIUM PARCEL or chargeable to the former UNIT OWNER of the CONDOMINIUM PARCEL which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien for ASSESSMENTS that is recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid share of COMMON EXPENSES or ASSESSMENTS are COMMON EXPENSES collectable from all of the UNIT OWNERS, including such acquirer and his successors and assigns. The new owner, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the CONDOMINIUM PARCEL. Any person who acquires an interest in a CONDOMINIUM PARCEL, except through foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other monies due and owing by the former UNIT OWNER to the ASSOCIATION.

13.7 Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other monies owed to the ASSOCIATION, to the DEVELOPER or to any UNIT OWNER or group of UNIT OWNERS or to any third party.

13.8 Unpaid ASSESSMENTS Certificate. Within fifteen (15) days after request by any UNIT OWNER, or any INSTITUTIONAL LENDER holding, insuring, or guaranteeing a mortgage encumbering an UNIT, or any person or entity intending to purchase a UNIT or provide a mortgage loan encumbering a UNIT, the ASSOCIATION shall provide a certificate stating all ASSESSMENTS and other monies owed to the ASSOCIATION by the UNIT OWNER with respect to the CONDOMINIUM PARCEL. Any person other than the UNIT OWNER who relies upon such certificate shall be protected thereby.

13.9 Application of Payments. Any payments made to the ASSOCIATION by any UNIT OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of assessments and other monies owed to the ASSOCIATION by the UNIT OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other monies due to the ASSOCIATION, as provided herein; and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

14. ASSOCIATION. In order to provide for the administration of this CONDOMINIUM, the ASSOCIATION has been organized as a not-for-profit corporation under the Laws of the State of Florida, and the ASSOCIATION shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incidental thereto in accordance with the terms, provisions and conditions of this DECLARATION, the ARTICLES, BYLAWS, and the rules and regulations promulgated by the ASSOCIATION from time to time.

14.1 ARTICLES. A copy of the ARTICLES is attached as Exhibit "D." No amendment of the ARTICLES shall be deemed an amendment to this DECLARATION and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

14.2 BYLAWS. A copy of the BYLAWS is attached as Exhibit "E." No amendment of the BYLAWS shall be deemed an amendment to this DECLARATION and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

14.3 Limitation Upon Liability of ASSOCIATION. Notwithstanding the duty of the ASSOCIATION to maintain and repair portions 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 maintained and repaired by the ASSOCIATION or caused by the elements or other owners or persons.

14.4 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his UNIT.

14.5 Approval or Disapproval of Matters. Whenever the approval, consent or decision of the UNIT OWNERS is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such decision shall be expressed in accordance with the ARTICLES and the BYLAWS.

14.6 Acts of the ASSOCIATION. Unless the approval or action of the UNIT OWNERS, and/or a certain specific percentage of the BOARD, is specifically required in this DECLARATION, the ARTICLES or BYLAWS, applicable rules and regulations or applicable law, all approvals, consents, or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the UNIT OWNERS, and the BOARD may so approve and act through the proper officers of the ASSOCIATION without a specific resolution. The approval or consent of the ASSOCIATION or the BOARD shall be evidenced by a written instrument signed by any director or officer of the ASSOCIATION. When an approval, consent or action of the ASSOCIATION is permitted to be given or taken, such approval, consent or action may be conditioned in any manner the ASSOCIATION deems appropriate or the ASSOCIATION may refuse to take or give such approval, consent or action without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

14.7 Management and Service Contracts. The ASSOCIATION shall have the right to contract for the management and maintenance of the CONDOMINIUM PROPERTY, and to authorize a management agent or company to assist the ASSOCIATION in carrying out its powers and duties as set forth herein. Any management agent or company may be the DEVELOPER or an affiliate of the DEVELOPER. However, the ASSOCIATION and its officers shall retain at all times the powers and duties granted to it by this DECLARATION, the ARTICLES, BYLAWS and the CONDOMINIUM ACT. Any management agreement or agreement for other services shall not exceed three (3) years and shall provide for termination by either party without cause and without penalty on not less than ninety (90) days written notice.

14.8 Membership. The record owner(s) of all UNITS in the CONDOMINIUM shall be members of the ASSOCIATION. Membership as to each UNIT shall be established, and transferred, as provided by the ARTICLES and the BYLAWS.

14.9 Voting. On all matters as to which the members of the ASSOCIATION shall be entitled to vote, there shall be only one vote for each UNIT.

15. Insurance. The insurance other than title insurance which shall be carried upon the CONDOMINIUM PROPERTY and the ASSOCIATION PROPERTY and the property of the UNIT OWNERS shall be governed by the following provisions:

15.1 Purchase, Custody and Payment of Policies.

15.1.1 Purchase. All insurance policies purchased by the ASSOCIATION shall be issued by an insurance company authorized to do business in Florida.

15.1.2 Approval By INSTITUTIONAL LENDERS. Each INSTITUTIONAL LENDER will have the right upon reasonable notice to the ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content,

insurer, limits, and coverage of all insurance purchased by the ASSOCIATION, and the insurance trustee, and to require the ASSOCIATION to purchase insurance or to obtain an insurance trustee complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between INSTITUTIONAL LENDERS, the decision of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

15.1.3 Named Insured. The named insured on all policies purchased by the ASSOCIATION shall be the ASSOCIATION, individually and as agent for UNIT OWNERS covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

15.1.4 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer on account of casualty to any portion of the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY shall be paid to the Insurance Trustee, and all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee.

15.1.5 Copies to UNIT OWNERS or INSTITUTIONAL LENDERS. One copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the ASSOCIATION to each UNIT OWNER or INSTITUTIONAL LENDER included in the mortgagee roster who holds a mortgage upon a UNIT covered by the policy, and who in writing requests the ASSOCIATION to provide it with such policies.

15.1.6 Personal Property and Liability. UNIT OWNERS may obtain insurance at their own expense and at their own discretion for their personal property, personal liability, living expenses, flood damage, and for improvements made to their UNIT.

15.2 Coverage.

15.2.1 Casualty. All BUILDINGS and improvements upon the CONDOMINIUM PROPERTY and all ASSOCIATION PROPERTY are to be insured in an amount equal to one hundred (100%) percent of the then current replacement cost (excluding foundation, excavating costs, and other items normally excluded from coverage) as determined by the ASSOCIATION's casualty insurance company. The deductible amount under the casualty policy shall not exceed $500.00 or such greater amount as is approved by the UNIT OWNERS. Such coverage shall afford protection against:

15.2.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

15.2.1.2 Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement, where available.

15.2.1.3 The hazard insurance policy shall cover, among other things, all of the UNITS within the CONDOMINIUM including, but not limited to, partition walls, doors, stairways, kitchen cabinets and fixtures, built-in kitchen appliances, electrical fixtures, and bathroom cabinets and fixtures, all as originally supplied or having a value not in excess of that originally supplied as a standard item by DEVELOPER. The hazard insurance policy shall not include any improvements made in any UNIT having a value in excess of that originally supplied as a standard item by the DEVELOPER, or any additional furniture, furnishings, or other personal property installed or brought into a UNIT, from time to time, by the UNIT OWNERS or residents of a UNIT, or their guests or invitees, or any floor, wall or ceiling coverings within any UNIT.

15.2.2 Liability. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY or adjoining driveways and walkways, or any work, matters or things related to the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY or this DECLARATION and its exhibits, with such coverage as shall be required by the ASSOCIATION, but with a combined single limit liability of not less than $1,000,000.00 for

bodily injury, death, or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the UNIT OWNERS as a group to a UNIT OWNER.

15.2.3 Fidelity Bonds. The ASSOCIATION shall obtain blanket fidelity bonds for all officers, directors, trustees and employees of the ASSOCIATION and all other persons handling or responsible for funds of or administered by the ASSOCIATION. Furthermore, where the ASSOCIATION has delegated some or all of the responsibility for the handling of funds to a management company, such bonds shall be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the ASSOCIATION. The total amount of fidelity bond coverage required shall in no event be less than (i) a sum equal to three (3) months' aggregate assessments on all UNITS plus reserve funds held by the ASSOCIATION, or (ii) the minimum amount required by the CONDOMINIUM ACT, whichever is greater. Notwithstanding the foregoing, unless an INSTITUTIONAL LENDER otherwise requires fidelity bond coverage, such coverage will not be required unless and until the CONDOMINIUM consists of greater than thirty (30) UNITS.

15.2.4 Flood Insurance, Workman's Compensation Insurance, and Such Other Insurance as the ASSOCIATION shall determine from time to time to be desirable, or as may be required by law, or as may reasonably be required by an INSTITUTIONAL LENDER pursuant to Paragraph 15.1.2, and as is customarily obtained with respect to condominiums similar in construction, location, and use to this CONDOMINIUM, such as, where applicable, contractual and all-written contract insurance, employers' liability insurance, and comprehensive automobile liability insurance.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the ASSOCIATION and against the UNIT OWNERS individually and as a group, (ii) any pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more Directors of the ASSOCIATION or by one or more UNIT OWNERS; and shall provide that such policies may not be cancelled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days' prior written notice to the ASSOCIATION and to the holder of a first mortgage encumbering any UNIT in the CONDOMINIUM which is listed as a scheduled holder of a first mortgage in the insurance policy.

15.3 Premiums. Premiums for insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a COMMON EXPENSE, except that any increase in any insurance premium occasioned by misuse, occupancy or abandonment of a UNIT or its appurtenances or of the COMMON ELEMENTS or the ASSOCIATION PROPERTY by a particular UNIT OWNER, or by a resident of any UNIT, or by a member of their families or their guests or invitees, shall be assessed against and paid by that UNIT OWNER. Notwithstanding the foregoing, as to any insurance policies for ASSOCIATION PROPERTY, only the portion thereof allocable to this CONDOMINIUM shall be a COMMON EXPENSE.

15.4 Insurance Trustee. All casualty insurance policies purchased by the ASSOCIATION shall provide that all proceeds covering casualty losses shall be paid to any national bank or trust company in the vicinity of the CONDOMINIUM with trust powers as may be designated by the ASSOCIATION, as Trustee, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for payment of premiums or for the renewal or sufficiency of the policies or for 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 same in trust for the purposes elsewhere stated herein and for the benefit of the UNIT OWNERS and their respective mortgagees in the following shares, which shares need not be set forth in the records of the Insurance Trustee. Notwithstanding the foregoing, so long as the DEVELOPER appoints a majority of the directors of the ASSOCIATION, unless any INSTITUTIONAL LENDER otherwise requires by written notice to the ASSOCIATION, no Insurance Trustee will be required, and all references in this DECLARATION to an Insurance Trustee shall refer to the ASSOCIATION where the context requires.

15.4.1 COMMON ELEMENTS. Proceeds on account of damage to COMMON ELEMENTS shall be held in as many undivided shares as there are UNITS, the share of each UNIT OWNER being the same as his share in the COMMON ELEMENTS, as same are hereinabove stated.

15.4.2 UNITS. Proceeds on account of damage to UNITS shall be held in the following undivided shares:

15.4.2.1 When the UNITS are to be repaired and restored, for the owners of damaged UNITS in proportion to the cost of repairing the damage suffered by each UNIT OWNER.

15.4.2.2 When the UNITS are not to be repaired and restored as elsewhere provided, for the owners of all UNITS in the CONDOMINIUM, each owner's share being in proportion to his share in the COMMON ELEMENTS appurtenant to his UNIT.

15.4.2.3 Mortgagee. In the event a mortgage encumbers a UNIT, the share of the UNIT OWNER shall be held in trust for the mortgagee and the UNIT OWNER as their interests may appear. However, 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 distributions thereof made to the UNIT OWNER and mortgagee pursuant to the provisions of this DECLARATION.

15.4.3 ASSOCIATION PROPERTY. Proceeds on account of damage to ASSOCIATION PROPERTY shall be held on behalf of the ASSOCIATION.

15.5 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:

15.5.1 Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

15.5.2 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 costs thereof as elsewhere 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.

15.5.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged BUILDING and/or UNIT for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds 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.

15.5.4 Certificate. In making distribution to UNIT OWNERS and their mortgagees, the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed by the President and Secretary as to the names of the UNIT OWNERS and mortgagees together with their respective shares of the distribution.

15.5.5 Limitation on Use of Proceeds. In no event may any hazard insurance proceeds for losses to any CONDOMINIUM PROPERTY (whether to UNITS or to COMMON ELEMENTS) or any ASSOCIATION PROPERTY be used for other than expenses of the Insurance Trustee or for the repair, replacement or reconstruction of such CONDOMINIUM PROPERTY or ASSOCIATION PROPERTY, without the approval of at least sixty-six and two-thirds (66-2/3%) percent of the votes of the UNIT OWNERS.

15.6 ASSOCIATION as Agent. The ASSOCIATION is hereby irrevocably appointed agent for each UNIT OWNER and for the holder of a mortgage or other lien upon a UNIT and for each owner of any other interest in the CONDOMINIUM PROPERTY to adjust all claims arising under insurance policies purchased by

the ASSOCIATION and to execute and deliver releases upon the payment of claims.

15.7 Notice of Possible Inadequate Insurance Coverage. 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 any excess 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.

15.8 Inspection of Insurance Policies. A copy of each insurance policy purchased by the ASSOCIATION shall be made available for inspection by any OWNER or INSTITUTIONAL LENDER at reasonable times.

16. Reconstruction or Repair - After Casualty.

16.1 Determination to reconstruct or repair. If any part of the CONDOMINIUM PROPERTY or ASSOCIATION PROPERTY is damaged or destroyed by casualty, whether or not the damage will be repaired shall be determined in the following manner:

16.1.1 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 elsewhere provided that the CONDOMINIUM shall be terminated.

16.1.2 BUILDINGS Containing UNITS. In the event of damage to or destruction of any BUILDING(S) containing UNITS as a result of fire or other casualty, except as hereinafter provided, the ASSOCIATION shall arrange for the prompt repair and restoration of the BUILDING(S) (including any damaged UNITS contained therein, and the bathroom and kitchen fixtures equivalent in value to that initially installed by the DEVELOPER, but not including improvements having a value in excess of that originally installed by the DEVELOPER, or furniture, furnishings, or other personal property supplied by any UNIT OWNER or tenant of a UNIT OWNER) and the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Notwithstanding the foregoing, if fifty (50%) percent or more of the UNITS within the CONDOMINIUM are very substantially damaged or destroyed, then within sixty (60) days after such damage or destruction a special meeting of the members of the ASSOCIATION shall be called to determine whether the damage or destruction will be repaired and restored, or whether the CONDOMINIUM will be terminated as elsewhere provided. The damage or destruction shall be repaired and restored unless it is determined at said meeting that the CONDOMINIUM will be terminated, and in the event the CONDOMINIUM is to be terminated, the CONDOMINIUM PROPERTY will not be repaired or restored and the net proceeds of insurance resulting from such damage or destruction shall be divided amoung all the UNIT OWNERS in proportion to their respective interests in the COMMON ELEMENTS, provided, however, that no payment shall be made to a UNIT OWNER until there has first been paid off out of his share of such funds all liens on his UNIT in the order of priority of such liens. 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.

16.1.3 ASSOCIATION PROPERTY. If the damaged improvement is part of the ASSOCIATION PROPERTY, the damaged property shall be reconstructed or repaired unless two-thirds (2/3) of the members of the ASSOCIATION and all of the INSTITUTIONAL LENDERS holding mortgages on UNITS agree not to repair such property.

16.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by two-thirds (2/3) of the UNIT OWNERS, and INSTITUTIONAL LENDERS holding mortgages on UNITS which have at least two-thirds (2/3) of the votes of UNITS subject to mortgages of INSTITUTIONAL LENDERS, and if the damaged property is one or more BUILDINGS containing UNITS, by the UNIT OWNERS of all UNITS (and their respective INSTITUTIONAL LENDERS), the plans for which are to be altered, which approval shall not be unreasonably withheld.

16.3 Responsibility. If the damage is only to those parts of a UNIT for which the responsibility of maintenance and repair is that of the UNIT OWNER, the UNIT OWNER shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the ASSOCIATION.

16.4 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 from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Insurance Trustee.

16.5 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the ASSOCIATION, or if at any time during or after the reconstruction and repair the funds for the payment of the costs thereof are insufficient, ASSESSMENTS shall be made against the UNIT OWNERS, in sufficient amounts to provide funds to pay such costs. Such ASSESSMENTS against UNIT OWNERS for damage to UNITS or other areas or improvements to be maintained by a UNIT OWNER shall be in proportion to the cost of reconstruction and repair of their respective UNITS or the respective areas or improvements to be maintained by them. Such ASSESSMENTS on account of damage to COMMON ELEMENTS or ASSOCIATION PROPERTY shall be in proportion to the UNIT OWNER's share in the COMMON ELEMENTS. Notwithstanding the foregoing, the UNIT OWNERS of this CONDOMINIUM shall not be assessed more than this CONDOMINIUM's share of the costs of reconstructing or repairing any ASSOCIATION PROPERTY.

16.6 Deductible Provision. The UNIT OWNERS shall be responsible for the payment of any deductible under the ASSOCIATION's casualty insurance policy, in the same manner as the UNIT OWNERS are responsible for the payment of any excess costs of reconstruction and repair as set forth in Paragraph 16.5 above.

16.7 Construction Funds. The funds for payment for 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:

16.7.1 ASSOCIATION. If the total ASSESSMENTS made by the ASSOCIATION in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand ($25,000.00) Dollars, then the sums paid upon such ASSESSMENT 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.

16.7.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the ASSOCIATION from collections of 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:

16.7.2.1 ASSOCIATION - Lesser 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 ($25,000.00) Dollars, 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 an INSTITUTIONAL LENDER 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.

16.7.2.2 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 ($25,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner

required by the ASSOCIATION and upon approval of an architect qualified to practice in the State of Florida and employed by the ASSOCIATION to supervise the work.

16.7.2.3 UNIT OWNER. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the ASSOCIATION, such balance shall next be distributed to owners of damaged UNITS who have responsibility for reconstruction and repair of their UNITS. The distribution shall be in the shares that the estimated cost of reconstruction and repair in each damaged UNIT bears to the total of these costs in all damaged units; provided, however, that no UNIT OWNER shall be paid an amount in excess of the estimated costs of reconstruction and repair for his UNIT. If there is a mortgage upon a UNIT, the distribution shall be paid to the UNIT OWNER and the mortgagee jointly and they may use the proceeds as they may determine.

16.7.2.4 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 a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of ASSESSMENTS paid by such owner into the construction fund shall not be made payable to any mortgagee.

16.7.2.5 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 the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the ASSESSMENTS paid by UNIT OWNERS. Instead, the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, however, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as 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 first be obtained by the ASSOCIATION for disbursements in payment of costs of reconstruction and repair.

17. Condemnation and Eminent Domain.

17.1 Representation by ASSOCIATION. The ASSOCIATION shall represent the UNIT OWNERS in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning or taking authority for acquisition of the COMMON ELEMENTS or the ASSOCIATION PROPERTY, or any part thereof, and for such purpose each UNIT OWNER appoints the ASSOCIATION as the UNIT OWNER's attorney-in-fact.

17.2 Deposit of Awards with Insurance Trustee. The taking of any CONDOMINIUM PROPERTY or ASSOCIATION PROPERTY by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to UNIT OWNERS, the UNIT OWNERS shall deposit the awards with the Insurance Trustee; and in the event of a failure to do so, in the discretion of the ASSOCIATION, a special ASSESSMENT shall be made against a defaulting UNIT OWNER in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that UNIT OWNER.

17.3 Determination Whether to Continue CONDOMINIUM. Whether the CONDOMINIUM will be terminated after condemnation or eminent domain proceedings will be determined in the manner provided for termination of the CONDOMINIUM as elsewhere provided, and in the event of any condemnation or eminent

domain proceedings, a meeting of the members of the ASSOCIATION shall be called to make such determination within sixty (60) days after the taking of any CONDOMINIUM PROPERTY by condemnation or eminent domain proceedings is final.

17.4 Disbursement of Funds. If the CONDOMINIUM is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special ASSESSMENTS will be deemed to be CONDOMINIUM PROPERTY and shall be owned and distributed in the manner provided for insurance proceeds if the CONDOMINIUM is terminated after a casualty. If the CONDOMINIUM is not terminated after condemnation or eminent domain proceedings, the size of the CONDOMINIUM will be reduced, the UNIT OWNERS of condemned or taken UNITS will be made whole, and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special ASSESSMENTS shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

17.5 UNIT Reduced but Tenantable. If the taking reduces the size of a UNIT and the remaining portion of the UNIT can be made tenantable, the award for the taking of a portion of the UNIT shall be used for the following purposes in the order stated and the following changes shall be effected in the CONDOMINIUM:

17.5.1 Restoration of UNIT. The UNIT shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the UNIT OWNER of the UNIT.

17.5.2 Distribution of Surplus. The balance of the award, if any, shall be distributed to the UNIT OWNER of the UNIT and to each mortgagee of the UNIT, the remittance being made payable jointly to the UNIT OWNER and mortgagees.

17.6 UNIT Made Untenantable. If the taking is of the entire UNIT or so reduces the size of a UNIT that it cannot be made tenantable, the award for the taking of the UNIT shall be used for the following purposes in the order stated and the following changes shall be effected in the CONDOMINIUM:

17.6.1 Payment of Award. The award shall be paid first to all INSTITUTIONAL LENDERS in an amount sufficient to pay off their mortgages due from those UNITS which are not tenantable; and then jointly to the UNIT OWNERS and mortgagees of UNITS not tenantable in an amount equal to the market value of the UNIT immediately prior to the taking and with credit being given for payments previously reserved for INSTITUTIONAL LENDERS; and the balance, if any, to repairing and replacing the COMMON ELEMENTS.

17.6.2 Addition to COMMON ELEMENTS. The shares in the COMMON ELEMENTS appurtenant to the UNITS that continue as part of the CONDOMINIUM shall be adjusted to distribute the ownership of the COMMON ELEMENTS among the reduced number of UNIT OWNERS. This shall be done by restating the shares of continuing UNIT OWNERS in the COMMON ELEMENTS as elsewhere provided in this Declaration.

17.6.3 Adjustment of Shares in COMMON ELEMENTS. The shares in the COMMON ELEMENTS appurtenant to the UNITS that continue as part of the CONDOMINIUM shall be adjusted to distribute the ownership of the COMMON ELEMENTS among the reduced number of UNIT OWNERS. This shall be done by restating the shares of continuing UNIT OWNERS in the COMMON ELEMENTS as elsewhere provided in this DECLARATION.

17.6.4 ASSESSMENTS. If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken UNIT to the UNIT OWNER and to condition the remaining portion of the UNIT for use as a part of the COMMON ELEMENTS, the additional funds required for those purposes shall be raised by ASSESSMENTS against all of the UNIT OWNERS who will continue as owners of UNITS after the changes in the CONDOMINIUM effected by the taking. The ASSESSMENTS shall be made in proportion to the shares of those UNIT OWNERS in the COMMON ELEMENTS after the changes effected by the taking.

17.6.5 Appraisal. If the market value of a UNIT prior to the taking cannot be determined by agreement between the UNIT OWNER and mortgagees of

the UNIT and the ASSOCIATION within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the UNIT OWNER and the ASSOCIATION, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the ASSOCIATION, one by the UNIT OWNER, and one by the two appraisers so selected. The cost of such appraisal or appraisals shall be a COMMON EXPENSE of the ASSOCIATION.

17.7 Taking of COMMON ELEMENTS or ASSOCIATION PROPERTY. Awards for the taking of COMMON ELEMENTS or ASSOCIATION PROPERTY shall be used to make the remaining portion of the COMMON ELEMENTS or ASSOCIATION PROPERTY useable in the manner approved by the BOARD; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the COMMON ELEMENTS or ASSOCIATION PROPERTY. The balance of the awards for the taking of COMMON ELEMENTS or ASSOCIATION PROPERTY, if any, shall be distributed to the UNIT OWNERS in the shares in which they own the COMMON ELEMENTS after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a UNIT, the distribution shall be paid jointly to the owner and the mortgagee(s) of the UNIT. Notwithstanding the foregoing, the balance of any award for the taking of ASSOCIATION PROPERTY shall be distributed among the various CONDOMINIUMS operated by the ASSOCIATION in direct proportion to each COMDOMINIUM's responsibility for the payment of expenses of the ASSOCIATION PROPERTY.

17.8 Amendment of DECLARATION. The changes in UNITS, in the COMMON ELEMENTS and in the ownership of the COMMON ELEMENTS that are effected by condemnation shall be evidenced by an amendment of the DECLARATION of CONDOMINIUM that need be approved only by the BOARD.

18. Use Restrictions. The use of the property of the CONDOMINIUM shall be in accordance with the following provisions:

18.1 UNITS.

18.1.1 Residential Use. Each of the UNITS shall be occupied and used only for residential purposes, and not for business, commercial or other purposes.

18.1.2 Maximum Number of Occupants. With the exception of temporary occupancy by visiting guests, no UNIT may be occupied by more than two (2) persons for each bedroom in the UNIT, without the prior written consent of the ASSOCIATION. The BYLAWS or the Rules and Regulations of the ASSOCIATION may define visiting guests, and limit the number of visiting guests permitted in any UNIT at any time, and the maximum length of time a visiting guest may reside in any UNIT.

18.1.3 No Division. No UNIT may be divided or subdivided into a smaller UNIT or any portion thereof sold or otherwise transferred without first amending this DECLARATION to reflect the changes in the UNITS to be affected thereby.

18.1.4 Children. Children under sixteen (16) years of age are prohibited as residents of the CONDOMINIUM, except as guests for no more than sixty (60) days in any year.

18.2 Exterior Appearance. Without limiting the provisions of Paragraph 11.2 of this DECLARATION, except for the screening in of any terrace, balcony, or patio, the installation of hurricane shutters or glass enclosures inside of such screening, or the installation of screen doors outside of the exterior doors of the UNIT, permitted by the ASSOCIATION, no UNIT OWNER shall cause or permit his terrace, balcony, garden area, or patio (except as originally constructed by DEVELOPER) to be enclosed, nor shall any UNIT OWNER cause or permit his terrace, balcony, garden area, or patio to be increased in size, the configuration thereof altered, or awnings installed thereon, or on the exterior of any BUILDING. No UNIT OWNER shall cause or permit any doors, windows or screening on the exterior of his UNIT to be added, modified or removed, nor shall any UNIT OWNER in any manner change the exterior appearance of his UNIT or any BUILDING or COMMON ELEMENT, except for purposes of repair or replacement required to be made by the UNIT OWNER, and any such repair or

replacement shall be in substantial conformity with that originally installed by the DEVELOPER or last approved by the ASSOCIATION. No UNIT OWNER shall install or permit to be installed in his UNIT electrical wiring, television or radio antenna, machines or air conditioning equipment, which may protrude through the roof or walls of his UNIT or the BUILDING. No UNIT OWNER shall place signs or written material on the windows of his UNIT, or on the exterior of the CONDOMINIUM PROPERTY. No UNIT OWNER shall install any trees, shrubbery, flowers, or other landscaping on the exterior of any CONDOMINIUM PROPERTY, and no UNIT OWNER shall remove or alter any such landscaping installed by the ASSOCIATION. UNIT OWNERS may place tasteful patio furniture and plants on their terraces, balconies, garden areas, or patios, but shall keep same neat and in a sightly condition, and the ASSOCIATION shall have the right to require any UNIT OWNER to remove any personal property placed on any terrace, balcony, garden area, or patio, or otherwise on the exterior of the CONDOMINIUM PROPERTY, which the ASSOCIATION deems unsightly or potentially dangerous.

18.3 Pets. No pets are permitted in any UNIT.

18.4 COMMON ELEMENTS. The COMMON ELEMENTS and ASSOCIATION PROPERTY shall be used only for the purposes for which they are intended.

18.5 Nuisances. No nuisances shall be allowed upon the CONDOMINIUM PROPERTY; and no use or practice which is an unreasonable source of annoyance to residents or which shall interfere with the peaceful possession and proper use of the CONDOMINIUM PROPERTY by its residents shall be permitted. All parts of the CONDOMINIUM PROPERTY shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard 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.

18.6 Lawful Use. No improper, offensive or unlawful use shall be made of the CONDOMINIUM PROPERTY or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the CONDOMINIUM PROPERTY shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned.

18.7 Rules and Regulations. All UNIT OWNERS shall comply with reasonable rules and regulations concerning the use, maintenance, and appearance of, the UNITS and the use of the COMMON ELEMENTS and ASSOCIATION PROPERTY, as may be made and amended from time to time by the ASSOCIATION in the manner provided by the ARTICLES or BYLAWS. Copies of such regulations and amendments thereto shall be furnished by the ASSOCIATION to all UNIT OWNERS and residents of the CONDOMINIUM upon request.

18.8 Proviso. Provided, however, that until the DEVELOPER has completed all of the contemplated improvements and closed the sales of all of the UNITS within this CONDOMINIUM, including the additional phases contemplated by the DEVELOPER as set forth in Paragraph 23 below, neither the UNIT OWNERS nor the ASSOCIATION nor the use of the CONDOMINIUM PROPERTY shall interfere with the completion of all contemplated improvements and the sale of all UNITS within the CONDOMINIUM, and the DEVELOPER may make such use of the unsold UNITS and COMMON ELEMENTS as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, the showing of the CONDOMINIUM PROPERTY and DEVELOPER-owned UNITS and the display of signs. DEVELOPER shall further have the right to use any UNITS it owns as a construction or sales office in connection with any other property owned by DEVELOPER or any affiliate of DEVELOPER in connection with the sale of units in any other condominium.

19. Sale, Transfer and Leasing of UNITS. In order to maintain a community of congenial and financially responsible UNIT OWNERS and to protect the value of the UNITS within the CONDOMINIUM, the sale, transfer and leasing of UNITS shall be subject to the following provisions:

19.1 Notice to ASSOCIATION. If a UNIT OWNER intends to sell, transfer or lease his UNIT, or any interest therein, then prior to such sale, transfer or lease, the UNIT OWNER shall give the ASSOCIATION (i) written notice of such intention, together with the name and address of the intended

purchaser, transferee or tenant, and such other information concerning any intended purchaser, transferee or tenant as the ASSOCIATION may reasonably request, (ii) an executed copy of the written agreement pursuant to which the sale, transfer or lease is intended to be consummated, and (iii) a nonrefundable fee in an amount set forth in the Rules and Regulations, which shall not exceed any maximum amount provided by law. In the case of a proposed sale or voluntary transfer of a UNIT, the notice may provide that if the ASSOCIATION disapproves same, the ASSOCIATION will be required to purchase, or designate a purchaser for, the UNIT. In the case of a proposed lease, the notice may provide that if the ASSOCIATION disapproves same, the ASSOCIATION will be required to designate a tenant for the UNIT. If a UNIT OWNER acquires title to a UNIT by devise, bequest, inheritance, or by any manner other than a voluntary conveyance by the prior UNIT OWNER, such UNIT OWNER shall upon his acquisition of title give the ASSOCIATION written notice of such acquisition, together with such information concerning the UNIT OWNER as the ASSOCIATION may reasonably request, and also together with a certified copy of the instrument evidencing the UNIT OWNER's title.

19.2 Failure to Give Notice. If the notice to the ASSOCIATION herein required is not given, then at any time after receiving knowledge of a transaction or event whereby a UNIT is sold, transferred or leased, the ASSOCIATION, at its election and without notice, may approve or disapprove the transaction or ownership, or act as if it had been given the appropriate notice as of the date it receives knowledge of the transaction.

19.3 ASSOCIATION's Rights Upon Receipt of Notice. Within twenty (20) days after receipt of the notice, information, documents and fee required above, the ASSOCIATION shall by written notice to the UNIT OWNER either:

19.3.1 Approve. Approve the transaction or the acquisition of title, which approval shall be in recordable form and shall be executed by any officer or director of the ASSOCIATION.

19.3.2 Disapprove. The ASSOCIATION may disapprove the transaction by written notice to the UNIT OWNER. If the ASSOCIATION disapproves a sale or transfer of a UNIT, the ASSOCIATION will be required to purchase the UNIT pursuant to paragraphs 19.4 or 19.5 below if, and only if, (i) the UNIT has been transferred by devise, inheritance or other involuntary manner on the part of the new UNIT OWNER, or (ii) the notice to the ASSOCIATION provides that the ASSOCIATION must purchase or designate a purchaser for the UNIT if the ASSOCIATION disapproves the sale or transfer. If the ASSOCIATION disapproves a lease of a UNIT, the ASSOCIATION will be required to designate a tenant for the UNIT pursuant to paragraph 19.6.2 below if, and only if, the notice to the ASSOCIATION provides that the ASSOCIATION must do so upon the disapproval of the proposed lease.

19.3.3 Failure to Disapprove or Purchase. If the ASSOCIATION shall fail to timely disapprove of an intended transaction as set forth above, then the intended transaction shall be deemed approved and upon the request of the applicable UNIT OWNER the ASSOCIATION shall deliver to the UNIT OWNER a written approval of the intended transaction in recordable form, which shall be executed by any officer or director of the ASSOCIATION.

19.3.4 Delinquent ASSESSMENTS. The ASSOCIATION shall have the right to refuse to give written approval to any sale, transfer or lease until all ASSESSMENTS owed by the applicable UNIT OWNER are paid in full. In the event any ASSESSMENTS are owing by a UNIT OWNER, and the ASSOCIATION or its designee purchases or leases such UNIT OWNER's UNIT pursuant to this Paragraph 19, then notwithstanding anything contained in this Paragraph 19 to the contrary, the amount of the ASSESSMENTS owing by the UNIT OWNER shall be deducted from the amount of monies to be paid by the ASSOCIATION or its designee to the UNIT OWNER pursuant to the applicable purchase agreement or lease, and such deducted amount of monies shall be paid directly to the ASSOCIATION in order to satisfy in full such unpaid ASSESSMENTS.

19.4 Obligation to Purchase in the Case of a Sale. If the ASSOCIATION is required to purchase, or designate a purchaser for, a UNIT pursuant to Paragraph 19.3.2, and if the intended transaction is a sale of a UNIT for cash consideration which is approximately equal to the value of the UNIT, the UNIT OWNER shall sell and the ASSOCIATION or its designee shall purchase the UNIT

upon the same terms and conditions as contained in the agreement for the intended transaction. Within ten (10) days after the ASSOCIATION's notice disapproving the sale, the ASSOCIATION or its designee and the UNIT OWNER shall execute a purchase agreement for the UNIT containing the identical terms and conditions as that contained in the agreement for the intended sale by the UNIT OWNER, except as the parties may otherwise agree to the contrary. If the ASSOCIATION, or its designee, shall fail to timely execute a purchase agreement for the UNIT without the fault of the UNIT OWNER, or if the ASSOCIATION or its designee shall default in the agreement to purchase after same is executed, then notwithstanding the ASSOCIATION's disapproval of the intended transaction, the intended transaction shall be deemed to have been approved and the ASSOCIATION shall furnish a certificate of approval as elsewhere provided to the UNIT OWNER. If the ASSOCIATION elects to have its designee purchase the UNIT, at the closing the ASSOCIATION shall provide its designee with a certificate approving the designee as a purchaser of the UNIT in recordable form. Notwithstanding the foregoing:

19.4.1 If the intended transaction contemplates a personal obligation on the part of the intended purchaser to pay a portion of the purchase price to the seller after the time of closing, then: (i) the ASSOCIATION must guarantee the payment of that obligation, or (ii) its designee must pay that amount at the time of closing in addition to the amount originally intended to be paid at the time of closing.

19.4.2 If the intended transaction contemplates that the intended purchaser will assume an existing mortgage, and the ASSOCIATION or its designee fails to qualify for same (if required by the holder of the mortgage), then the ASSOCIATION or its designee must pay the full amount required to satisfy the existing mortgage at the time of closing in addition to the amount initially intended to be paid at the time of closing.

19.4.3 If the intended transaction contemplates that the intended purchaser will obtain a new mortgage, the purchase by the ASSOCIATION or its designee will not be contingent upon the obtaining of such mortgage, and at the time of closing, the ASSOCIATION or its designee must pay the entire purchase price, less the proceeds of any mortgage obtained by the ASSOCIATION or its designee.

19.5 Obligation to Purchase in the Case of Transfers by Devise, Inheritance, Gift, or Other Transfers. If the ASSOCIATION is required to purchase or designate a purchaser for a UNIT pursuant to Paragraph 19.3.2, and if the intended transaction is a transfer of a UNIT by gift or by any means other than a sale for a cash consideration approximately equal to the value of the UNIT, or if the ASSOCIATION has disapproved a transfer to a UNIT OWNER who has acquired title to a UNIT by devise, inheritance, or in any other involuntary manner, then the UNIT OWNER shall sell and the ASSOCIATION or its designee shall purchase the UNIT upon the following terms: The sale price for the UNIT shall be the fair market value determined by written agreement between the UNIT OWNER and the ASSOCIATION or its designee within thirty (30) days after the ASSOCIATION disapproves the acquisition or intended transfer of the UNIT. If the parties are unable to agree as to the purchase price, the purchase price shall be determined by one (1) M.A.I. appraiser mutually agreed upon by the UNIT OWNER and the ASSOCIATION or its designee, or if the parties are unable to agree as to an appraiser, the purchase price shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the ASSOCIATION or its designee, one by the UNIT OWNER, and one by the two appraisers so selected. The cost of such appraisal shall be borne by the ASSOCIATION or the designated purchaser. Notwithstanding the foregoing, if an intended transfer is to be a deed in lieu of foreclosure of a mortgage other than a first mortgage held by an INSTITUTIONAL LENDER, the sales price for the UNIT shall not exceed the amount owed to the mortgagee as of the date the ASSOCIATION or its designee acquires title to the UNIT. The sale shall close within thirty (30) days following the determination of the purchase price, provided, however, that prior to such closing the ASSOCIATION or its designee may investigate the title to the UNIT and if any title defects are discovered, the closing shall be deferred for a period of up to sixty (60) days in order to enable the ASSOCIATION or its designee to cure any title defects, and the UNIT OWNER shall cooperate with the ASSOCIATION or its designee with respect to the curing of such defects. The purchase price shall be paid in cash or by cashier's check at the closing unless the parties otherwise

agree to the contrary, and all costs of the closing including documentary stamps and recording fees shall be paid by the purchaser. At the closing the purchaser may assume any existing mortgages encumbering the UNIT if same are assumable, but the purchaser shall pay any fees imposed by the lender in connection with such assumption, and if the purchaser elects to assume any existing mortgages the amount to be paid at the closing shall be reduced by the indebtedness secured by the mortgage as of the closing date. Real estate taxes and ASSESSMENTS of the ASSOCIATION and other ASSESSMENTS payable by the UNIT OWNER shall be appropriately prorated as of the date of closing. At the closing, if the purchaser is a designee of the ASSOCIATION, the ASSOCIATION shall deliver to the purchaser a certificate in recordable form approving the designee as a purchaser. Notwithstanding the foregoing, if the ASSOCIATION or its designee shall default in the purchase of the UNIT after being required to purchase the UNIT, the intended transfer or ownership of the UNIT shall be deemed to have been approved, and the ASSOCIATION shall furnish a certificate of approval to the intended transferee or the UNIT OWNER as elsewhere provided.

19.6.1 In General. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES, the BYLAWS, and the Rules and Regulations of the ASSOCIATION. For purposes of this DECLARATION and the approvals herein required, any person(s) occupying a UNIT in the absence of the UNIT OWNER, or in the absence of an approved occupant or tenant, shall be deemed occupying the UNIT pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, a UNIT OWNER may from time to time permit guests to occupy his UNIT in his absence and without consideration for periods not exceeding thirty (30) days in any twelve (12) month period as to any one guest, and such occupancy shall not be deemed a lease and shall not require the approval of the ASSOCIATION. Notwithstanding the provisions of Paragraph 19.3.2 above, the ASSOCIATION shall have the right to disapprove any lease of any UNIT without any obligation to designate a substitute tenant if the UNIT was leased 2 or more times during the preceeding twelve (12) month period, if the lease is for a term of less than 3 months, or if the occupancy by the proposed tenant(s) would violate any provision of Paragraph 18 of this DECLARATION. Without the prior written consent of the ASSOCIATION, no lease may be modified, amended, extended, or assigned, and any tenant or occupant may not assign his interest in such lease or sublet the UNIT or any part thereof. Notwithstanding anything contained in this DECLARATION to the contrary, no amendment to this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations may be made by the UNIT OWNERS which would further prohibit or restrict any UNIT OWNER from renting or leasing his UNIT, without the consent of all of the UNIT OWNERS.

19.6.2 ASSOCIATION's Obligation to Designate a Tenant. If the ASSOCIATION is required to designate a tenant for a UNIT pursuant to Paragraph 19.3.2, the UNIT OWNER shall lease to the ASSOCIATION's designee, and the ASSOCIATION's designee shall lease from the UNIT OWNER, the UNIT upon the same terms and conditions as contained in the lease submitted to the ASSOCIATION for its approval. Within ten (10) days after the written notice stating that the intended lease is disapproved, the ASSOCIATION's designee and the UNIT OWNER shall execute a lease for the UNIT containing the identical terms and conditions as that contained in the lease agreement for the intended lease by the UNIT OWNER, except as the parties may otherwise agree to the contrary. If the ASSOCIATION's designee fails to timely execute a lease for the UNIT through no fault of the UNIT OWNER, then notwithstanding the ASSOCIATION's disapproval of the intended lease, the intended lease shall be deemed to have been approved and the ASSOCIATION shall furnish a certificate of approval as elsewhere provided to the UNIT OWNER. Notwithstanding the foregoing, the UNIT OWNER shall not be required to lease his UNIT to the ASSOCIATION's designee, but if the UNIT OWNER refuses to lease his UNIT to the ASSOCIATION's designee, the ASSOCIATION's disapproval of the UNIT OWNER's lease shall remain in effect.

19.7 Disapprovals. If any sale, transfer or lease of any UNIT is not approved or deemed to have been approved by the ASSOCIATION, the intended transaction shall not be consummated, and any transaction which is consummated and which has not been approved or deemed to have been approved by the ASSOCIATION as elsewhere provided shall be voidable at the election of the ASSOCIATION upon written notice to the UNIT OWNER. If the ASSOCIATION so elects, the

UNIT OWNER shall be deemed to have authorized and empowered the ASSOCIATION to institute legal proceedings to evict any unauthorized occupant of the UNIT or to otherwise void the unauthorized transaction, at the expense of the UNIT OWNER, including the ASSOCIATION's attorneys' fees.

19.8 UNITS Owned or Leased by a Corporation or Other Entity or Unrelated Persons. If a UNIT OWNER intends to sell, transfer or lease his UNIT to a corporation or other entity, or to two (2) or more persons who are not members of the same immediate family, or if a UNIT OWNER acquiring title to a UNIT by devise, bequest, inheritance, or any involuntary manner is a corporation or other entity, or two (2) or more persons who are not members of the same immediate family, the ASSOCIATION's approval of same may be conditioned upon the approval of one or more particular occupant(s) for the UNIT, and if the ASSOCIATION's approval is so conditioned, the approved occupant(s) shall be deemed the UNIT OWNER(S) of the UNIT for purposes of this Paragraph 19, and no other person will be entitled to occupy the UNIT in the absence of such approved occupant(s) without the approval of the ASSOCIATION, except as otherwise provided in this Paragraph 19.

19.9 Exceptions. Notwithstanding anything contained herein to the contrary, the provisions of this section shall not apply with respect to any sale, transfer, or lease of any UNIT (a) by a UNIT OWNER to his spouse, adult children, parents, parents-in-law (and/or any co-owner of the UNIT,) or to any one or more of them, or to a trust or entity, the beneficiaries or owners of which are exclusively any one or more of them, (b) by or to the DEVELOPER, (c) by or to the ASSOCIATION, (d) by or to an INSTITUTIONAL LENDER who acquires title to any UNIT by foreclosing its mortgage upon the UNIT encumbered, or by deed in lieu thereof, (e) to a former UNIT OWNER who acquires title to any UNIT by foreclosing its mortgage upon the UNIT encumbered, or by deed in lieu thereof, (f) to any purchaser who acquires title to a UNIT at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale.

19.10 No Severance of Ownership. No part of the COMMON ELEMENTS of any UNIT may be sold, conveyed or otherwise disposed of, except as part of the sale, conveyance, or other disposition of the UNIT to which such interest is appurtenant, and any sale, conveyance or other disposition of a UNIT shall be deemed to include that UNIT's appurtenant interest in the COMMON ELEMENTS.

19.11 Purchase of UNITS by the ASSOCIATION. The ASSOCIATION's purchase of any UNIT, whether or not by virtue of an obligation of the ASSOCIATION to purchase same as hereinabove provided, shall be subject to the following provisions:

19.11.1 Decision. The decision of the ASSOCIATION to purchase a UNIT shall be made by the BOARD, without approval of its membership, except as hereinafter provided.

19.11.2 Limitation. If at any one time the ASSOCIATION is the owner or agreed purchaser of five (5%) percent or more of the UNITS in the CONDOMINIUM, it may not purchase any additional UNIT without the prior written approval of seventy-five percent (75%) of the members eligible to vote thereon. A member whose UNIT is the subject matter of the proposed purchase shall be ineligible to vote thereon; provided, however, that the foregoing limitation shall not apply to UNITS to be purchased at public sale resulting from a foreclosure of the ASSOCIATION's lien for delinquent ASSESSMENTS where the bid of the ASSOCIATION does not exceed the amount found due the ASSOCIATION, or to be acquired by the ASSOCIATION in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

19.11.3 If the ASSOCIATION purchases any UNIT and if the available funds of the ASSOCIATION are insufficient to effectuate any such purchase, the ASSOCIATION may levy an ASSESSMENT against each UNIT OWNER, in proportion to his share of the COMMON EXPENSES, and/or the ASSOCIATION may, in its discretion, finance the acquisition of the UNIT; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the CONDOMINIUM PROPERTY other than the UNIT to be purchased.

20. Compliance and Non-Monetary Default.

20.1 Enforcement. In the event of a violation by any UNIT OWNER or any tenant of a UNIT OWNER, or any person residing with them, or their guests or invitees (other than the nonpayment of any ASSESSMENT or other monies, which is governed by Paragraph 13 of this DECLARATION) of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after written demand by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

20.1.1 Impose a fine against the OWNER or tenant as provided in Paragraph 20.2; and/or

20.1.2 Commence an action to enforce performance on the part of the UNIT OWNER or tenant, and to require the UNIT OWNER to correct such failure, or for such other relief as may be necessary under the circumstances, including injunctive relief; and/or

20.1.3 The ASSOCIATION may itself perform any act or work required to correct such failure and, either prior to or after doing so, may assess the UNIT OWNER with all reasonable costs incurred or to be incurred by the ASSOCIATION in connection therewith, plus a service fee equal to ten (10%) percent of such costs, and may collect such ASSESSMENT and have a lien for same as elsewhere provided. In connection with the foregoing, the ASSOCIATION may enter the UNIT OWNER's UNIT where necessary, may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of this DECLARATION, and may take any and all other action reasonably necessary to correct the applicable failure; and/or

20.1.4 Commence an action to recover damages.

20.2 Fines. The amount of any fine shall be determined by the BOARD, and shall not exceed 1/3 of one months' ASSESSMENT for COMMON EXPENSES for the first offense, 2/3 of one months' ASSESSMENT for COMMON EXPENSES for a second similar offense, and one months' ASSESSMENT for COMMON EXPENSES for a third or subsequent similar offense and in any event may not exceed any maximum amount permitted by the CONDOMINIUM ACT. Any fine shall be imposed by written notice to the UNIT OWNER or tenant, signed by an officer of the ASSOCIATION, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the UNIT OWNER or tenant has the right to contest the fine by delivering written notice to the ASSOCIATION within ten (10) days after receipt of the notice imposing the fine. If the UNIT OWNER or tenant timely and properly objects to the fine, the BOARD shall conduct a hearing within thirty (30) days after receipt of the UNIT OWNER'S or tenant's objection, and shall given the UNIT OWNER or tenant not less than ten (10) days' written notice of the hearing date. At the hearing, the BOARD shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The UNIT OWNER or tenant shall have the right to attend the hearing and to produce evidence on his behalf, and if the UNIT OWNER or tenant fails to attend then the hearing will be deemed waived and the BOARD may ratify the fine without further proceedings. At the hearing the BOARD shall ratify, reduce or eliminate the fine and shall give the UNIT OWNER or tenant written notice of its decision. Any fine shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after written notice of the BOARD'S decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable except as otherwise provided by the CONDOMINIUM ACT. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the ASSOCIATION shall have the right to evict the tenant as hereinafter provided.

20.3 Negligence. A UNIT OWNER shall be liable and may be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a UNIT or its appurtenances or of the COMMON ELEMENTS.

20.4 Responsibility of UNIT OWNER for Occupants, Tenants, Guests, and Invitees. Each UNIT OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the UNIT OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY, or any liability to the ASSOCIATION, the UNIT OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, the BYLAWS, or any Rule or Regulation, by any resident of any UNIT, or any guest or invitee of a UNIT OWNER or any resident of a UNIT, shall also be deemed a violation by the UNIT OWNER, and shall subject the UNIT OWNER to the same liability as if such violation was that of the UNIT OWNER.

20.5 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any person present in any UNIT or any portion of the CONDOMINIUM PROPERTY, other than a UNIT OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the CONDOMINIUM, or shall damage or destroy any COMMON ELEMENTS or ASSOCIATION PROPERTY, then upon written notice by the ASSOCIATION such person shall be required to immediately leave the CONDOMINIUM PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to compel the person to leave the CONDOMINIUM PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable UNIT OWNER who such person was visiting, or with whose permission such person was present on the CONDOMINIUM PROPERTY, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the ASSOCIATION, or any rights or remedies the ASSOCIATION may have with respect to similar actions by a UNIT OWNER or a member of his immediate family residing with him in the UNIT. Any eviction of a tenant shall be accomplished in compliance with any applicable provisions of the Florida Landlord and Tenant Act, Florida Statutes, Chapter 83.

20.6 Costs and Attorneys' Fees. In any legal proceedings commenced by the ASSOCIATION to enforce this DECLARATION, the ARTICLES, the BYLAWS, and/or the Rules and Regulations, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees. Any such cost or attorneys' fees awarded to the ASSOCIATION in connection with any action against any UNIT OWNER shall be assessed against the UNIT OWNER as in the case of any other ASSESSMENT as hereinabove provided.

20.7 Enforcement by Other Persons. In addition to the foregoing, any UNIT OWNER shall have the right to commence legal proceedings to enforce this DECLARATION against any person violating or attempting to violate any provisions herein, to restrain such violation or to require compliance with the provisions contained herein, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

20.8 No Waiver of Rights. The failure of the ASSOCIATION or any UNIT OWNER to enforce any covenant, restriction or any other provision of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

21. Amendment of DECLARATION and Limitations on Amendments to ARTICLES and BYLAWS.

21.1 Amendments to DECLARATION. In addition to amendments elsewhere authorized herein, and subject to limitations contained herein upon amendments, this DECLARATION may be amended in the following manner:

21.1.1 By the DEVELOPER. Except for amendments required to be approved by UNIT OWNERS and INSTITUTIONAL LENDERS as set forth below, the DEVELOPER shall have the right to amend this DECLARATION without the consent of the UNIT OWNERS, the ASSOCIATION or its BOARD, so long as the DEVELOPER is entitled to appoint any director of the ASSOCIATION, or owns any UNIT in the CONDOMINIUM or any property which may be added as an additional phase of the CONDOMINIUM as described in Paragraph 23 below. Notwithstanding the foregoing, the DEVELOPER shall not amend this DECLARATION in violation of Florida Statutes, §718.403. Any amendment made by the DEVELOPER shall be recorded amongst the public records of the county in which the CONDOMINIUM is located, and any amendment shall be effective when so recorded.

21.1.2 By the UNIT OWNERS.

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

21.1.2.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the BOARD or by not less than one-third (1/3) of the UNIT OWNERS. Approval of an amendment must be by not less than sixty-seven (67%) percent of the votes of all UNIT OWNERS. UNIT OWNERS not present in person or by proxy at a meeting considering an amendment may express their approval in writing, provided such approval is delivered to the Secretary within thirty (30) days after the meeting.

21.1.2.3 Execution and Recording. A copy of each amendment shall be attached to a certificate of the ASSOCIATION certifying that the amendment was duly adopted, which certificate shall include the recording data identifying this DECLARATION and shall be executed by the President and Secretary of the ASSOCIATION with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded amongst the public records of the county in which the CONDOMINIUM is located.

21.2 Proviso. No amendment shall discriminate against any UNIT OWNER or against any UNIT, or class or group of UNITS, unless the UNIT OWNERS so affected and their respective INSTITUTIONAL LENDERS shall join in the execution of the amendment. Except for an amendment adding a phase contemplated by Paragraph 23 below, no amendment shall 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 percentage by which the UNIT OWNER of the UNIT shares the COMMON EXPENSES and owns the COMMON SURPLUS unless the record owner of the UNIT and any INSTITUTIONAL LENDER holding a first mortgage encumbering the UNIT join in the execution of the amendment. No amendment may prejudice or impair the rights, interests or priorities of INSTITUTIONAL LENDERS unless all INSTITUTIONAL LENDERS holding a first mortgage encumbering a UNIT join in the execution of the amendment. Prior to the addition of all phases to this CONDOMINIUM as described in Paragraph 23 of this DECLARATION and the closing of the sale of all UNITS in all phases of the CONDOMINIUM by DEVELOPER, no amendment shall make any change which would in any way affect any of the rights, privileges, powers and options of the DEVELOPER, unless the DEVELOPER joins in the execution of such amendment. Where any provision of this DECLARATION benefits any other property not within the CONDOMINIUM, no amendment to such provision may be made which would adversely affect the owner of such property without the written consent of such owner or, if such property is submitted to the condominium form of ownership, or is made subject to the jurisdiction of a homeowners or property owners association, without the written consent of the applicable condominium, homeowners or property owners association. The foregoing joinder requirements as to amendments herein specified shall be in addition to other provisions of this DECLARATION relating to amendments to the DECLARATION.

21.3 If any provision of this DECLARATION specifically requires the consent of a certain percentage of the UNIT OWNERS or INSTITUTIONAL LENDERS to approve or authorize any action or matter, no amendment may reduce such percentage unless the amendment is approved by at least such specified percentage of the UNIT OWNERS or INSTITUTIONAL LENDERS.

22. Termination of CONDOMINIUM. The CONDOMINIUM shall continue until (i) terminated by casualty loss, condemnation or eminent domain as more particularly provided in this DECLARATION, or (ii) such time as withdrawal of the CONDOMINIUM PROPERTY from the provisions of the CONDOMINIUM ACT is authorized by a vote of UNIT OWNERS of at least eighty (80%) percent of the UNITS and COMMON ELEMENTS (DEVELOPER shall not vote the UNITS owned by it for such withdrawal unless the UNIT OWNERS of at least eighty (80%) percent of all other UNITS and COMMON ELEMENTS so elect such withdrawal, at which time DEVELOPER may choose to vote either in favor of or against such withdrawal, as DEVELOPER sees fit) and such withdrawal is consented to in writing by each INSTITUTIONAL LENDER holding a first mortgage encumbering a UNIT in the CONDOMINIUM. In the event such withdrawal is authorized as aforesaid, the CONDOMINIUM PROPERTY shall be subject to an action for partition by any UNIT OWNER or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all UNIT OWNERS in proportion to their respective interests in the COMMON ELEMENTS, provided, however, that no payment shall be made to a UNIT OWNER until there has first been paid off out of his share of such net proceeds all liens on his UNIT in the order of their priority. 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 the basis of the termination and said certificate shall be recorded among the public records of the County in which the CONDOMINIUM is located. This section may not be amended without the consent of all INSTITUTIONAL LENDERS, and the DEVELOPER, so long as it owns any UNITS. After termination of the CONDOMINIUM, UNIT OWNERS shall own the CONDOMINIUM PROPERTY and all assets of the ASSOCIATION as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the UNIT OWNERS. Such undivided share of the UNIT OWNERS shall be the same as the undivided shares in the COMMON ELEMENTS appurtenant to the UNIT OWNERS' UNITS prior to the termination.

23. Provisions Regarding Phasing. Pursuant to Florida Statutes, Section 718.403, the DEVELOPER reserves and shall have the right, but not the obligation, to add phases to the CONDOMINIUM. A description of the phasing is as follows:

23.1 Exhibit "B" of this DECLARATION contains a plot plan showing the approximate location of all existing and proposed BUILDINGS and improvements that may ultimately be contained within the CONDOMINIUM, and contains a legal description of the land on which each phase may be built.

23.2 Each phase which is added to the CONDOMINIUM will contain 1 BUILDING. The BUILDINGS in Phases 1 through 12, and 14 through 17, if added to the CONDOMINIUM, will contain 12 UNITS each, and the BUILDINGS in Phases 18 through 24, if added to the CONDOMINIUM, will contain 8 UNITS each. The general size of the 2 bedroom UNITS may range from a minimum of approximately 800 to a maximum of approximately 1,300 square feet of air conditioned area, and the general size of the 3 bedroom UNITS may range from a minimum of approximately 1,000 to a maximum of approximately 1,300 square feet of air conditioned area.

23.3 As, and if, one or more of the additional phases are added to the CONDOMINIUM, each UNIT OWNER's undivided share in the COMMON ELEMENTS, and the corresponding share of expenses and surplus, will be adjusted to reflect the increase in the number of UNITS in the CONDOMINIUM caused by the addition of the phase(s), pursuant to the formula set forth in Paragraph 8 of this DECLARATION.

23.4 The membership vote and ownership in the ASSOCIATION attributable to each UNIT will be one (1) vote per UNIT. Accordingly, in the event any phase is added, the membership in the ASSOCIATION will be increased by the number of additional UNIT OWNERS in the added phase or phases, and each UNIT in the CONDOMINIUM will have one (1) vote. If any phases are not added, then the membership vote in the ASSOCIATION will be one (1) vote per UNIT for each UNIT within the CONDOMINIUM, including any phases which are added to the CONDOMINIUM.

23.5 If one or more phases are not added to the CONDOMINIUM, the UNITS within the CONDOMINIUM are entitled to one hundred (100%) percent ownership of all COMMON ELEMENTS within the phases actually developed and added as part of the CONDOMINIUM. In other words, the aggregate of the existing UNIT OWNERS in the CONDOMINIUM will at all times have one hundred (100%) percent ownership in all of the COMMON ELEMENTS, subject to dilution as to the percentage share of each UNIT OWNER in the event a subsequent phase or phases are actually developed and added as a part of the CONDOMINIUM.

23.6 Each phase will be added to the CONDOMINIUM by an appropriate amendment to this DECLARATION. Notwithstanding the provisions of Section 718.110, Florida Statutes, or any other provision of this DECLARATION, amendments to this DECLARATION adding one (1) or more phases to this CONDOMINIUM shall not require the execution of such amendments or consents thereto by UNIT OWNERS, mortgagees, lienors, or the ASSOCIATION, or any other person or entity, other than the DEVELOPER of such additional phase. Taxes and other ASSESSMENTS relating to the property in any phase added to this CONDOMINIUM, covering any period prior to the addition of such phase, shall be the responsibility of the DEVELOPER. All intended improvements in any phase must be substantially completed prior to the time the phase is added to the CONDOMINIUM.

23.7 A DEVELOPER of any additional phase may be the DEVELOPER of this CONDOMINIUM and/or its nominees, designees, assignees, or successors, in whole or in part, or any person or entity which owns the land constituting the phase when added.

23.8 Phases may be added to the CONDOMINIUM in any sequence.

23.9 No time-share estates will or may be created with respect to UNITS in any phase.

23.10 The time period within which each phase must be added to the CONDOMINIUM, if at all, is the date which is seven (7) years after this DECLARATION is recorded in the Public Records of the County where the CONDOMINIUM is located, and any phase which is not added to the CONDOMINIUM by that date may not thereafter be added.

23.11 The impact which the addition of any phase will have upon the CONDOMINIUM is as follows: (i) the land within the CONDOMINIUM will be increased, (ii) the number of UNITS within the CONDOMINIUM will be increased, (iii) the COMMON ELEMENTS will be increased, (iv) the ASSOCIATION will be responsible for the repair, maintenance and operation of the COMMON ELEMENTS as increased by the addition of the phase, (v) the ASSOCIATION will incur additional expenses in connection with the maintenance, repair and operation of the CONDOMINIUM as increased by the addition of the phase; however, expenses incurred by the ASSOCIATION in connection with the COMMON ELEMENTS of additional phases will be a COMMON EXPENSE to be assessed against a larger number of UNITS in proportion to their respective shares of the COMMON ELEMENTS, and (vi) the ownership interest in the COMMON ELEMENTS and proportionate share of the COMMON EXPENSES of each UNIT will be reduced pursuant to Paragraph 8 of this DECLARATION.

23.12 The DEVELOPER reserves the right to change the types of BUILDINGS and UNITS which may be added to the CONDOMINIUM in any phase, and specifically reserves the right within any phase to construct either one or two-story BUILDINGS, with UNITS consisting of one or two stories, and if the UNITS consist of one story, the UNITS may be built above or below another UNIT. Such UNITS may be placed side-by-side within any BUILDING, or back-to-back, or both. However, in no event may there be more than two stories within any BUILDING, or more than 12 UNITS within any BUILDING, and in any event the number of UNITS within a phase may not be increased above or decreased below the maximum and minimum number of UNITS permitted to be built within the phase as specified above, and in no event may the UNITS be smaller or larger than the minimum or maximum square footage specified above. To the extent the DEVELOPER modifies the types of BUILDINGS and UNITS added within any phase, the DEVELOPER reserves the right to modify the plot plan attached hereto as Exhibit "B" and to construct BUILDINGS and improvements differently than as shown on the plot plan, as may be necessary or desirable in connection with the construction of the BUILDINGS and improvements, provided however that any

amendment adding any phase shall contain a plot plan showing the actual location of all BUILDINGS and improvements actually constructed within the phase. The DEVELOPER further reserves the right to change the location of the roads, parking areas, walkways, and other COMMON ELEMENT improvements as may be reasonably required to serve the BUILDINGS and UNITS actually constructed within any phase, and to make changes in the legal description of the phase required to accommodate such changes or to comply with applicable governmental requirements such as parking and set-back or to correct errors, prior to the time the phase is added to the CONDOMINIUM. In any event all BUILDINGS added to the CONDOMINIUM in any phase will be of comparable quality of construction to the BUILDINGS initially included in the CONDOMINIUM. For purposes of exercising the rights provided hereunder, two or more phases may be combined into one phase.

23.13 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE DEVELOPER SHALL HAVE NO DUTY, OBLIGATION OR RESPONSIBILITY TO CAUSE ANY PHASE OR ITS IMPROVEMENTS TO BE CONSTRUCTED AND ADDED TO THE CONDOMINIUM, AND NOTHING CONTAINED HEREIN SHALL BE DEEMED A REPRESENTATION OR WARRANTY THAT ANY ADDITIONAL PHASE WILL IN FACT BE ADDED TO THE CONDOMINIUM.

24. Alternate Improvement of Additional Lands. If any portion of the property described in Exhibits "B" and "C" of this DECLARATION is not added as a phase of the CONDOMINIUM, the DEVELOPER, or the owner of such land, shall have the right to develop such land in the DEVELOPER's or owners sole discretion, and nothing contained herein shall be deemed a representation or warranty that such land will be developed in any particular manner. In this regard, as to any portion of the property shown on the site plan in Exhibit "B" of this DECLARATION which is not added to the CONDOMINIUM, improvements upon such property may be developed in a manner which is substantially different from that shown in the site plan, and if residential units are constructed upon such property, the buildings and units may be substantially different from the BUILDINGS and UNITS within this CONDOMINIUM, and the DEVELOPER shall have no liability in connection therewith. Without limiting the foregoing, the DEVELOPER reserves the following rights with respect to any lands described in Exhibits "B" and "C" of this DECLARATION which are not added to the CONDOMINIUM:

24.1 Other Condominiums Operated By The ASSOCIATION. The DEVELOPER may construct and develop one or more separate and distinct condominium(s) which consist in whole or in part of the lands, or any portion thereof, and may use the ASSOCIATION as the governing entity conducting the affairs of such separate and distinct condominium(s), which is the same ASSOCIATION that operates this CONDOMINIUM. In this event, the following will apply:

24.1.1 All of the UNIT OWNERS of UNITS in the separate and distinct condominium(s), and in this CONDOMINIUM, will be members of the ASSOCIATION having equal voting rights consisting of one (1) vote per UNIT. All matters of common concern will be voted upon by all of the members, and all matters of concern to only one condominium will be voted upon only by members who are UNIT OWNERS within that condominium.

24.1.2 Separate budgets will be established for each condominium. Items relating to only one condominium will be borne by the members of that condominium, and items relating to all of the condominiums operated by the ASSOCIATION will be borne by all of the members of the ASSOCIATION, unless the BOARD determines that this method is not fair with respect to any expense item, and an alternate method of sharing such expense item is determined.

24.2 Other Condominiums Operated By Other Condominium Associations. The DEVELOPER may construct and develop one or more separate and distinct condominium(s) which consist in whole or in part of the lands, or any portion thereof, and may use as the governing entity operating such separate and distinct condominiums a distinct, independent condominium association, other than the ASSOCIATION.

24.3 Other Types of Residential Dwelling Units. The DEVELOPER may construct and develop residential dwelling units other than condominium units upon the lands, or any portion thereof.

24.4 Developer. For purposes of this paragraph, the term DEVELOPER shall also include any of the successors, nominees, assignees or designees of the DEVELOPER, or any person or entity which owns any portion of such lands.

24.5 Proviso. Nothing contained herein shall be deemed to impose any requirement that the DEVELOPER develop and/or improve all or any portion of the lands described in Exhibit "C," in any particular manner.

25. COMMON RECREATIONAL FACILITIES.

25.1 Completion and Conveyance of Recreational Facilities to ASSOCIATION. DEVELOPER plans to construct and convey various recreational facilities to the ASSOCIATION as ASSOCIATION PROPERTY, which property is depicted and described in Exhibit "B" attached hereto as Recreation Area One and Two. Recreation Area One is planned to include a cabana building, a swimming pool and deck, and various personal property associated therewith, and Recreation Area Two is planned to include a tennis court. However, the DEVELOPER shall have no obligation to complete the recreational facilities and convey same to the ASSOCIATION unless and until the CONDOMINIUM consists of at least 124 UNITS which have been conveyed by DEVELOPER. The DEVELOPER reserves the right to increase or add to the recreational facilities, or to expand the recreational facilities, without the consent of the UNIT OWNERS or the ASSOCIATION.

25.2 Operation of Recreational Facilities by the ASSOCIATION. If the Recreation Facilities hereinabove described are completed and conveyed to the ASSOCIATION, the ASSOCIATION shall operate and maintain the recreational facilities. All of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees, shall have the right to use such recreational facilities. So long as this is the only CONDOMINIUM which is given the right to use the recreational facilities, all of the expenses of owning, operating and maintaining the recreational facilities shall be a COMMON EXPENSE of the CONDOMINIUM.

25.3 Use of Recreation Facilities by Other Condominiums. If the Recreational Facilities are completed and conveyed to the ASSOCIATION, it is acknowledged the recreational facilities may be used by other Condominiums in connection with the following provisions.

25.3.1 If all of the phases contemplated by this DECLARATION are not added to the CONDOMINIUM, then the unit owners and residents of any other condominium which is totally within the property described in Exhibit "C" attached hereto, and their guests and invitees, shall also have the right to use the recreational facilities, provided the following conditions are complied with as to any such other condominium:

25.3.1.1 The declaration of condominium of such other condominium must grant the unit owners and residents of the condominium, and their guests and invitees, the right to use the recreational facilities.

25.3.1.2 If such other condominium is operated by a condominium association other than the ASSOCIATION which operates this CONDOMINIUM, the Declaration of Condominium of such other condominium must require the condominium association operating such other condominium to pay a portion of the costs of maintaining, owning and operating the recreational facilities, consistent with the provisions set forth below.

25.3.2 In the event the UNIT OWNERS and residents of any other condominium are given the right to use the recreational facilities owned by the ASSOCIATION, such UNIT OWNERS and residents, and their guests and invitees, shall have an easement for ingress and egress purposes over the roads within the CONDOMINIUM to use the recreational facilities, as may be reasonably required in connection with such use. Such use will be subject to the rules and regulations of the ASSOCIATION regarding such use. The ASSOCIATION shall have the right to expel any person (including a UNIT OWNER or resident of this CONDOMINIUM) from the recreational facilities violating such restrictions, rules and regulations.

25.3.3 In the event the UNIT OWNERS and residents of any other condominium are given the right to use the recreational facilities, then each condominium shall be responsible for a share of such costs, equal to the ratio that the number of units within such condominium bears to the total number of units within all of the condominiums whose unit owners and residents are granted the right to use the recreational facilities, so that each unit within each condominium which is given the right to use the recreational facilities will pay an equal share of the costs of owning, operating and maintaining the recreational facilities.

25.3.4 In the event the unit owners and residents of any other condominium are given the right to use the recreational facilities, the ASSOCIATION shall maintain a separate budget, and separate books and records, for all expenses of any kind or nature whatsoever relating to the maintenance, ownership and operation of the recreational facilities. The amount payable by each condominium shall be assessed to, and will be payable by, the condominium association operating such condominium, which assessment shall be made not less frequently than quarterly pursuant to the aforementioned budget for the recreational facilities. Any amounts payable by the ASSOCIATION shall be assessed among the condominiums, if more than one, operated by the ASSOCIATION in accordance with the foregoing. In addition, special assessments may be made to provide funds required for the recreational facilities and not produced by regular assessments. Copies of any budget for the recreational facilities and a notice of any assessments payable by any condominium association other than the ASSOCIATION shall be sent to such condominium association not less than thirty (30) days prior to the due date of any assessment. Each condominium association other than the ASSOCIATION obligated to pay for a portion of the expenses relating to the recreational facilities shall be entitled to inspect the books and records of the ASSOCIATION relating to the recreational facilities at any time upon reasonable notice.

25.3.5 Each condominium association required to pay assessments to the ASSOCIATION in accordance herewith shall pay same within thirty (30) days after written demand by the ASSOCIATION, and if not paid, the condominium association will be required to pay interest on the unpaid assessments at the rate of fifteen percent (15%) per year, plus the costs incurred by the ASSOCIATION in collecting such assessments including attorneys' fees. If any condominium association fails to pay assessments to the ASSOCIATION, the ASSOCIATION may prohibit the use of the recreational facilities by the unit owners in the condominium(s) operated by such condominium association until the condominium association pays all monies owed to the ASSOCIATION.

25.3.6 Homeowners Associations. For definitional purposes relating to this Paragraph 25, if any portion of the property described on Exhibit "C" is developed into dwelling units other than condominium units, and if pursuant to a Declaration of Covenants and Restrictions or similar document, such dwelling units are subject to the jurisdiction of a homeowners association, such dwelling units shall be deemed to be condominium units, and such homeowners association shall be deemed to be a condominium association. If any dwelling units are constructed on the land described on Exhibit "C" which are not pursuant to a Declaration of Covenants and Restrictions or similar documents subject to the jurisdiction of a homeowners association, the owners and residents of such dwelling units will not be entitled to use, and will not be obligated to pay for, any common recreational facilities constructed upon the lands described in Exhibit "C."

25.4 Addition of Recreational Facilities to this Condominium. Notwithstanding the foregoing, if all of the phases contemplated herein are added to the CONDOMINIUM, or if DEVELOPER and the owners of any portion of the property described in Exhibit "C" which is not within this CONDOMINIUM record a document in the public records of the county in which the CONDOMINIUM is located that no other condominiums established within the property described in Exhibit "C" will be given the right to use the recreational facilities owned by the ASSOCIATION, so that only the UNIT OWNERS in this CONDOMINIUM will have the right to use the recreational facilities owned by the ASSOCIATION, then at any time thereafter, the ASSOCIATION shall have the right to amend this DECLARATION to add the recreational facilities to the CONDOMINIUM as COMMON ELEMENTS. Any such amendment shall be executed by the directors of the ASSOCIATION, and need not be executed or approved by any UNIT

OWNER or mortgagee of a UNIT. The effect of any such amendment will be to divest the association of title to the recreational facilities and to vest title in the UNIT OWNERS as part of the COMMON ELEMENTS, without naming them and without further conveyance, in the same proportion as the undivided shares in the COMMON ELEMENTS which are appurtenant to the UNIT owned by them.

25.5 Right of this CONDOMINIUM to Use Recreational Facilities Which are Not Within This CONDOMINIUM or Owned by the Association. In the event either or both of the Recreational Areas hereinabove described are not conveyed to the Association, then the following shall apply with respect to any common Recreational Facilities constructed within the property described in Exhibit "C":

25.5.1 The UNIT OWNERS and residents of this CONDOMINIUM, and their guests and invitees, may be granted the nonexclusive right to use such common Recreational Facilities. Such right, if granted, shall become effective in accordance with an instrument granting such right recorded in the Public Records of the County in which the CONDOMINIUM is located, which instrument may be a declaration of condominium of another condominium developed within the property described in Exhibit "C" of this Declaration, or an easement or other instrument signed by the Developer of any other condominium developed within the property described in Exhibit "C" of this DECLARATION, or an instrument signed by any Condominium Association operating or owning any such common recreational facilities.

25.5.2 If pursuant to the foregoing, the UNIT OWNERS and residents of this CONDOMINIUM are granted the right to use such common recreational facilities, then the condominium association owning or operating the recreational facilities (the "Owning Association") shall maintain a separate budget, and separate books and records, for all expenses of any kind or nature whatsoever relating to the maintenance, ownership, and operation of the common recreational facilities. This CONDOMINIUM shall be required to pay to the Owning Association a portion of such expenses equal to the ratio that the number of UNITS in this CONDOMINIUM from time to time bears to the total number of units in all condominiums from time to time, the residents of which have the right to use the common recreational facilities. The amount payable by this CONDOMINIUM shall be assessed to, and payable by, the ASSOCIATION, and shall be a COMMON EXPENSE. Copies of any such budget and a notice of any assessments payable by the ASSOCIATION shall be sent to the ASSOCIATION not less than thirty (30) days prior to the due date of any assessment. The ASSOCIATION shall be entitled to inspect the books and records relating to the recreational facilities at any time upon reasonable notice.

26. Special Provisions Regarding INSTITUTIONAL LENDERS.

26.1 Notice of Action. Upon written request to the ASSOCIATION by any INSTITUTIONAL LENDER holding, insuring or guaranteeing a first mortgage encumbering any UNIT, identifying the name and address of the INSTITUTIONAL LENDER, and the applicable UNIT number or address, such INSTITUTIONAL LENDER will be entitled to timely written notice of:

26.1.1 Any condemnation or casualty loss that affects a material portion of the CONDOMINIUM or any UNIT securing the mortgage held, insured or guaranteed by such INSTITUTIONAL LENDER.

26.1.2 Any 60-day delinquency in the payment of ASSESSMENTS or monies owed by the UNIT OWNER, or any other default by the UNIT OWNER, of any UNIT securing a mortgage held, insured or guaranteed by the INSTITUTIONAL LENDER.

26.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION.

26.1.4 Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

26.1.5 Any proposed amendment of this DECLARATION, the ARTICLES, or the BYLAWS, which requires the consent of any INSTITUTIONAL LENDERS, or which affects a change in (i) the boundaries of any UNIT or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited

COMMON ELEMENTS appertaining to any UNIT with a liability for COMMON EXPENSES appertaining thereto, (iii) the number of votes in the ASSOCIATION appertaining to any UNIT, or (iv) the purposes to which any UNIT or the COMMON ELEMENTS are restricted.

26.1.6 Any proposed termination of the CONDOMINIUM, in whole or in part.

26.2 Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any CONDOMINIUM PARCEL(S) or CONDOMINIUM PROPERTY is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the CONDOMINIUM, the ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by an officer of the ASSOCIATION, which affidavit, where necessary, may be recorded in the Public Records of the County where the CONDOMINIUM is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

27. Miscellaneous Provisions.

27.1 Partial Invalidity. The invalidity in whole or in part of any covenant or restriction of any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION, the ARTICLES, BYLAWS, or Rules and Regulations of the ASSOCIATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

27.2 Duration. In the event any court shall hereafter determine that any provisions as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law and for such purpose measuring life shall be that of the last surviving original purchaser of a UNIT.

27.3 Notices. All notices required or desired hereunder or under the BYLAWS shall be sent to the ASSOCIATION c/o its office at the CONDOMINIUM or to such other address as the ASSOCIATION may hereafter designate from time to time by notice in writing to all UNIT OWNERS, or the registered agent as designated with the Secretary of State of the State of Florida. All notices to any UNIT OWNERS shall be sent to the CONDOMINIUM address of such UNIT OWNER or such other address as may have been designated by such UNIT OWNER from time to time, in writing, to the ASSOCIATION. All notices to mortgagees of UNITS shall be sent to their respective addresses, or to any other address designated by them from time to time, in writing, to the ASSOCIATION. Notice given by certified mail, return receipt requested, shall be effective the day after mailed, and notice by any other means shall be effective upon delivery to the person being notified.

27.4 Signature of President and Secretary. Wherever the signature of the president of the ASSOCIATION is required hereunder, the signature of a vice president may be substituted therefore, and wherever the signature of the secretary of the ASSOCIATION is required hereunder, the signature of an assistant secretary may be substituted therefore, provided, that the same

person may not execute any single instrument on behalf of the ASSOCIATION in two separate capacities.

27.5 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this DECLARATION, the Exhibits annexed hereto or the rules and regulations adopted pursuant to such documents, as same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

27.6 Waiver. No provisions contained in this DECLARATION shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

27.7 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

27.8 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

27.9 Assignment of DEVELOPER Rights. Any or all of the rights, privileges, or options herein provided to or reserved by the DEVELOPER may be assigned by the DEVELOPER, in whole or in part, to any person or entity pursuant to an assignment recorded in the public records of the county in which the CONDOMINIUM is located. Any assignee of any of the rights of the DEVELOPER shall not be deemed the DEVELOPER unless such assignee is assigned all of the rights of the DEVELOPER.

27.10 Lawsuits Against DEVELOPER. The ASSOCIATION shall not commence any legal proceedings on its behalf or on behalf of the UNIT OWNERS, against DEVELOPER, without the prior written consent of at least 75% of all of the UNIT OWNERS other than the DEVELOPER.

IN WITNESS WHEREOF, the DEVELOPER has caused this DECLARATION to be executed this 28 day of January, 1987.

Signed, sealed and delivered in the presence of:

Mary Law Jensen

Cheryl A. Smith

LUCERNE GREENS, INC., a Florida corporation

By: C. J. Harper
Its President

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28 day of January, 1987, by C. J. Harper President of LUCERNE GREENS, INC., a Florida corporation, on behalf of the corporation.

Joann H Reed
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires: (Notary Seal)

Notary Public, State of Florida at Large.
My Commission Expires Nov. 20, 1989.
Bonded thru Notary Public Underwriters.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the ASSOCIATION hereby agrees to this DECLARATION and does by these presence accept all of the benefits and duties, responsibilities,

BOOK 6088

obligations and burdens imposed upon it by the provisions of this DECLARATION and the exhibits attached hereto.

IN WITNESS WHEREOF, the ASSOCIATION has caused this DECLARATION to be executed this 28 day of Jan, 1987.

Signed, sealed and delivered in the presence of:

LUCERNE GREENS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit

By: _____
Its

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28 day of Jan, 1987, by _____ President of LUCERNE GREENS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation.

_____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 23,1989
BONDED THRU GENERAL INS. UND.

THIS INSTRUMENT PREPARED BY:

ERIC A. SIMON, ESQ.
SIMON & MOSKOWITZ, P.A.
4901 N.W. 17TH Way, Suite 303
Fort Lauderdale, Florida 33309

EAS 107:jl/1.2

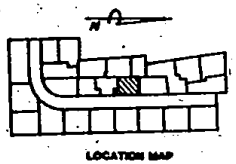
LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 23

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 552.19 FEET; THENCE S89°59'33"W A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 184.30 FEET; THENCE S89°59'33"W A DISTANCE OF 45.00 FEET; THENCE N00°00'27"W A DISTANCE OF 32.50 FEET; THENCE S89°59'33"W A DISTANCE OF 80.50 FEET; THENCE N00°00'27"W A DISTANCE OF 151.80 FEET; THENCE N89°59'33"E A DISTANCE OF 125.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.47093 ACRES, MORE OR LESS.



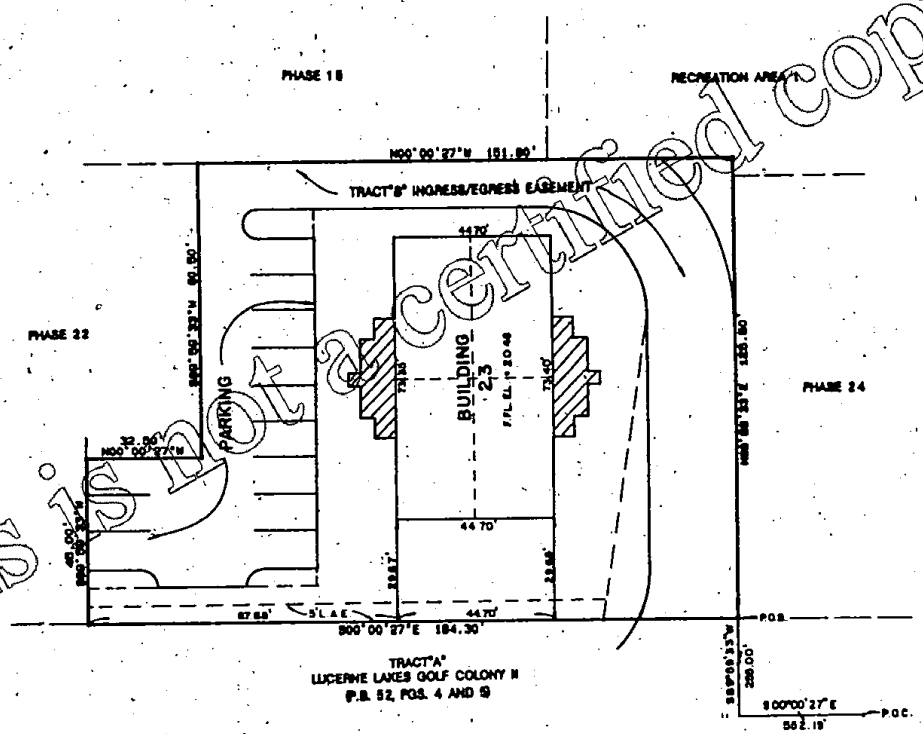
LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 2B

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 562.19 FEET; THENCE S89°59'33"W A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE S00°00'27"E A DISTANCE OF 184.30 FEET; THENCE S89°59'33"W A DISTANCE OF 45.00 FEET; THENCE S00°00'27"E A DISTANCE OF 33.50 FEET; THENCE S89°59'33"W A DISTANCE OF 90.50 FEET; THENCE N00°00'27"W A DISTANCE OF 151.80 FEET; THENCE S89°59'33"E A DISTANCE OF 135.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.47000 ACRES, MORE OR LESS.



NOTES:

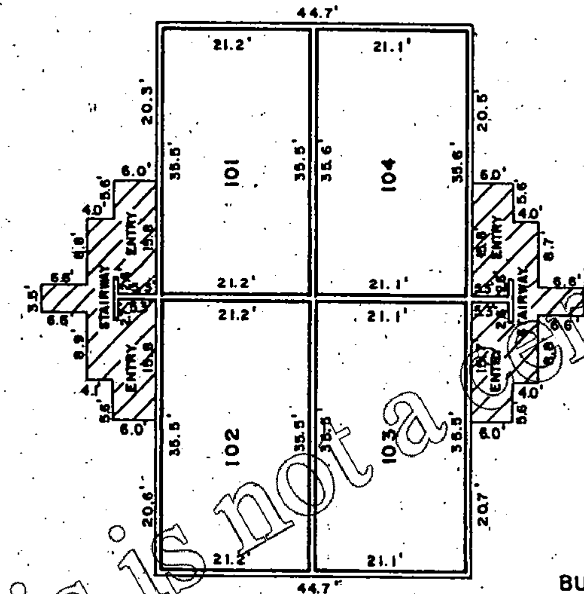
1. THE AREAS DESIGNATED AS "LIMITED COMMON ELEMENT" ARE RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OWNER (OR OWNERS), TO THE EXCLUSION OF OTHER CONDOMINIUM UNIT OWNERS.
2. CONDOMINIUM PROPERTY BOUNDARY LINES ARE AS DESIGNATED ON THESE PLOT PLANS.
3. ELEVATIONS, SHOWN AS FEET, ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM. (1929)

SHEET 1 OF 2 SHEETS
REV: BLDG. SHOWN HEREON LOCATED ON 8/29/86

Meridian Surveying and mapping Inc.
2300 SO. CONGRESS AVE.
WEST PALM BEACH, FL.

DRAWN BJGL	DATE 8-7-86	EXHIBIT A
CHECKED	SCALE 1"=20'	TO THE DECLARATION OF CONDOMINIUM OF LUCERNE GREENS CONDOMINIUM
Meridian Job No.	86-008-SP	

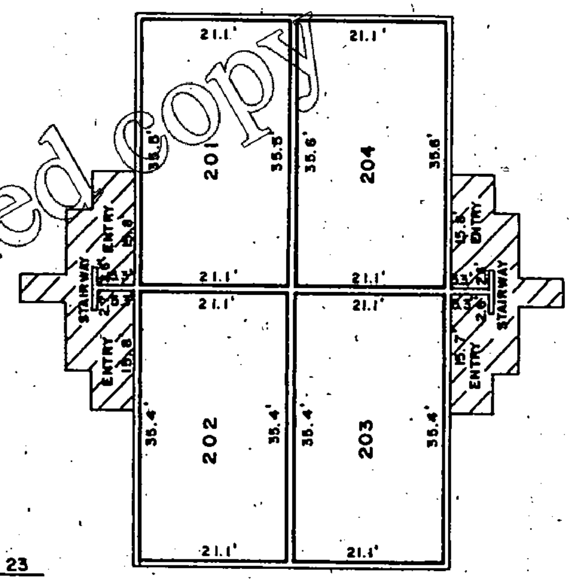
EXHIBIT A
TO THE
DECLARATION OF CONDOMINIUM
OF
LUCERNE GREENS CONDOMINIUM



BUILDING NO. 23

FIRST FLOOR PLAN

UPPER LIMIT OF UNIT BOUNDARY 28.48 FEET.
LOWER LIMIT OF UNIT BOUNDARY 20.48 FEET.



SECOND FLOOR PLAN

UPPER LIMIT OF UNIT BOUNDARY 37.15 FEET.
LOWER LIMIT OF UNIT BOUNDARY 29.15 FEET.

LEGEND
- DENOTES UNIT BOUNDARY
- DENOTES COMMON ELEMENT
- DENOTES LIMITED COMMON ELEMENT

SHEET 2 OF 3

Meridian Surveying and mapping Inc.

EXHIBIT A

LUCERNE GREENS

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF

LUCERNE GREENS CINDOMINIUM

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING PHASE 23 OF LUCERNE GREENS CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

GENERAL NOTATIONS:

1. ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.

2. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

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

01/26/87
DATE

STANLEY/MERIDIAN SURVEYING & MAPPING, INC.

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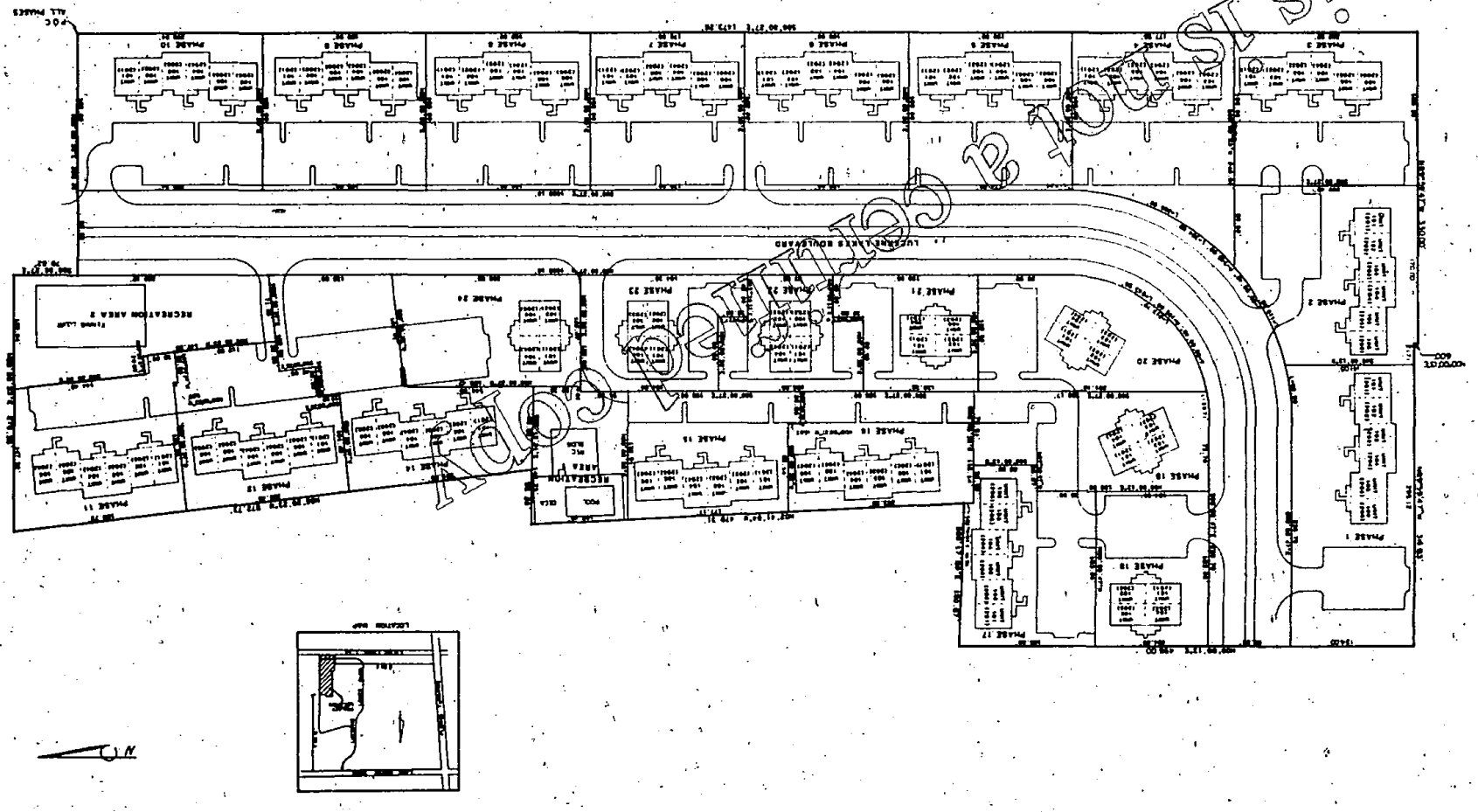

Exhibit "B" to Declaration of Condominium

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 1

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 1326.14 FEET; THENCE S89°59'33"W A DISTANCE OF 351.68 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'13"W A DISTANCE OF 141.05 FEET; THENCE N89°59'47"W A DISTANCE OF 295.12 FEET; THENCE N00°00'13"E A DISTANCE OF 134.00 FEET; THENCE S89°59'47"E A DISTANCE OF 236.76 FEET TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 245.00 FEET FROM WHICH A RADIAL LINE BEARS N00°00'13"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 13°46'53" A DISTANCE OF 58.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.91098 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 2

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 1270.74 FEET; THENCE S89°59'33"W A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 202.49 FEET; THENCE N89°59'47"W A DISTANCE OF 170.00 FEET; THENCE N00°00'13"E A DISTANCE OF 6.00 FEET; THENCE N89°59'47"W A DISTANCE OF 21.71 FEET; THENCE N00°00'13"E A DISTANCE OF 147.05 FEET TO A POINT ON A CURVE, HAVING A RADIUS OF 245.00 FEET FROM WHICH A RADIAL LINE BEARS N13°46'40"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 28°03'38", A DISTANCE OF 119.99 FEET; THENCE N89°59'33"E A DISTANCE OF 86.60 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.80787 ACRES, MORE OR LESS.

Exhibit "B" to Declaration of Condominium

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 3

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 THROUGH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 1270.74 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 202.52 FEET; THENCE N89°59'47"W A DISTANCE OF 160.00 FEET; THENCE N00°00'27"W A DISTANCE OF 202.49 FEET; THENCE N89°59'33"E A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.74384 ACRES, MORE OR LESS.

Exhibit "B" to Declaration of Condominium

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 4

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 1093.24 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 177.50 FEET; THENCE S89°59'33"W A DISTANCE OF 246.60 FEET TO A POINT ON A CURVE, HAVING A RADIUS OF 245.00 FEET FROM WHICH A RADIAL LINE BEARS N41°50'18"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 46°59'14" A DISTANCE OF 200.92 FEET; THENCE N89°59'33"E A DISTANCE OF 165.05 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.77747 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 5

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 913.24 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 180.00 FEET; THENCE S89°59'33"W A DISTANCE OF 165.05 FEET TO A POINT ON A CURVE, HAVING A RADIUS OF 245.00 FEET FROM WHICH A RADIAL LINE BEARS N88°49'32"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 01°10'55", A DISTANCE OF 5.05 FEET; THENCE N00°00'27"W A DISTANCE OF 174.95 FEET; THENCE N89°59'33"E A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.68181 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 6

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 733.24 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 180.00 FEET; THENCE S89°59'33"W A DISTANCE OF 165.00 FEET; THENCE N00°00'27"W A DISTANCE OF 180.00 FEET; THENCE N89°59'33"E A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.68181 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 7

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5, INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 563.24 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 170.00 FEET; THENCE S89°59'33"W A DISTANCE OF 165.00 FEET; THENCE N00°00'27"W A DISTANCE OF 170.00 FEET; THENCE N89°59'33"E A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.64394 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 8

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 383.24 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 180.00 FEET; THENCE S89°59'33"W A DISTANCE OF 165.00 FEET; THENCE N00°00'27"W A DISTANCE OF 180.00 FEET; THENCE N89°59'33"E A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.68182 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 9

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 203.24 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 180.00 FEET; THENCE S89°59'33"W A DISTANCE OF 165.00 FEET; THENCE N00°00'27"W A DISTANCE OF 180.00 FEET; THENCE N89°59'33"E A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.68182 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 10

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E ALONG THE EAST LINE OF SAID PLAT A DISTANCE OF 203.24 FEET; THENCE S89°59'33"W A DISTANCE OF 165.00 FEET; THENCE N00°00'27"W A DISTANCE OF 203.24 FEET; THENCE N89°59'33"E A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.76984 ACRES, MORE OR LESS.

Exhibit "B" to Declaration of Condominium

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 11

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE N00°00'27"W ALONG A PROLONGATION OF THE EAST BOUNDARY LINE OF SAID PLAT, A DISTANCE OF 70.61 FEET; THENCE S89°59'33"W A DISTANCE OF 378.04 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S06°20'23"E A DISTANCE OF 144.48 FEET; THENCE N83°39'37"E A DISTANCE OF 20.00 FEET; THENCE S06°20'23"E A DISTANCE OF 35.00 FEET; THENCE S83°39'37"W A DISTANCE OF 32.50 FEET; THENCE N06°20'23"W A DISTANCE OF 5.00 FEET; THENCE S83°39'37"W A DISTANCE OF 133.92 FEET; THENCE N06°20'23"W A DISTANCE OF 190.73 FEET; THENCE N89°59'33"E A DISTANCE OF 147.32 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.63129 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 12

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 THROUGH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 105.56 FEET; THENCE S89°59'33"W A DISTANCE OF 338.36 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S06°20'23"E A DISTANCE OF 112.50 FEET; THENCE S83°39'37"W A DISTANCE OF 32.50 FEET; THENCE S06°20'23"E A DISTANCE OF 40.00 FEET; THENCE S83°39'37"W A DISTANCE OF 32.50 FEET; THENCE S06°20'23"E A DISTANCE OF 22.90 FEET; THENCE S83°39'37"W A DISTANCE OF 101.42 FEET; THENCE N06°20'23"W A DISTANCE OF 180.40 FEET; THENCE N83°39'37"E A DISTANCE OF 133.92 FEET; THENCE S06°20'23"E A DISTANCE OF 5.00 FEET; THENCE N83°39'37"E A DISTANCE OF 32.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.62147 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 14

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 THEREOF OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 209.50 FEET; THENCE S89°59'33"W A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 135.83 FEET; THENCE S83°39'37"W A DISTANCE OF 121.41 FEET; THENCE S00°00'27"E A DISTANCE OF 141.08 FEET; THENCE N89°13'31"W A DISTANCE OF 86.53 FEET; THENCE N06°20'23"W A DISTANCE OF 201.60 FEET; THENCE N83°39'37"E A DISTANCE OF 101.42 FEET; THENCE N06°20'23"W A DISTANCE OF 22.90 FEET; THENCE N83°39'37"E A DISTANCE OF 32.50 FEET; THENCE N06°20'23"W A DISTANCE OF 40.00 FEET; THENCE N83°39'37"E A DISTANCE OF 103.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.82836 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 15

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 604.18 FEET; THENCE S89°59'33"W A DISTANCE OF 380.50 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 190.00 FEET; THENCE S89°59'33"W A DISTANCE OF 32.50 FEET; THENCE N00°00'27"W A DISTANCE OF 13.03 FEET; THENCE S89°59'33"W A DISTANCE OF 92.14 FEET; THENCE N02°41'04"W A DISTANCE OF 177.17 FEET; THENCE N89°59'33"E A DISTANCE OF 132.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.53289 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 16

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 794.18 FEET; THENCE S89°59'33"W A DISTANCE OF 380.50 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 190.00 FEET; THENCE S89°59'33"W A DISTANCE OF 115.14 FEET; THENCE N02°41'04"W A DISTANCE OF 203.25 FEET; THENCE N89°59'33"E A DISTANCE OF 92.14 FEET; THENCE S00°00'27"E A DISTANCE OF 13.03 FEET; THENCE N89°59'33"E A DISTANCE OF 32.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.54907 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 17

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 THROUGH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 984.18 FEET; THENCE S89°59'33"W A DISTANCE OF 457.01 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'13"W A DISTANCE OF 69.99 FEET; THENCE N89°59'47"W A DISTANCE OF 26.67 FEET; THENCE S00°00'13"W A DISTANCE OF 65.00 FEET; THENCE N89°59'47"W A DISTANCE OF 163.06 FEET; THENCE N00°00'13" A DISTANCE OF 150.00 FEET; THENCE S88°17'50"E A DISTANCE OF 150.67 FEET; THENCE S02°41'04"E A DISTANCE OF 10.56 FEET; THENCE N89°59'33"E A DISTANCE OF 38.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.59239 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 18

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 1119.17 FEET; THENCE S89°59'33"W A DISTANCE OF 483.70 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'13"W A DISTANCE OF 124.00 FEET; THENCE N89°59'47"W A DISTANCE OF 163.06 FEET; THENCE N00°00'13"E A DISTANCE OF 124.00 FEET; THENCE S89°59'47"E A DISTANCE OF 163.06 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.46418 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 19

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 984.18 FEET; THENCE S89°59'33"W A DISTANCE OF 380.50 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 256.17 FEET TO A POINT ON A CURVE, HAVING A RADIUS OF 155.00 FEET FROM WHICH A RADIAL LINE BEARS N10°58'45"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 10°58'58", A DISTANCE OF 29.71 FEET; THENCE N89°59'47"W A DISTANCE OF 73.70 FEET; THENCE N00°00'13"E A DISTANCE OF 189.00 FEET; THENCE S89°59'47"E A DISTANCE OF 26.67 FEET; THENCE N00°00'13"E A DISTANCE OF 69.99 FEET; THENCE N89°59'33"E A DISTANCE OF 76.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.57012 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 20

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 989.19 FEET; THENCE S89°59'33"W A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 98.99 FEET TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 155.00 FEET, FROM WHICH A RADIAL LINE BEARS S89°59'33"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 79°01'42", A DISTANCE OF 213.79 FEET; THENCE N00°00'27"W A DISTANCE OF 251.16 FEET; THENCE N89°59'33"E A DISTANCE OF 125.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.61405 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 21

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 830.34 FEET; THENCE S89°59'33"W A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 158.85 FEET; THENCE S89°59'33"W A DISTANCE OF 125.50 FEET; THENCE N00°00'27"W A DISTANCE OF 126.35 FEET; THENCE N89°59'33"E A DISTANCE OF 80.50 FEET; THENCE N00°00'27"W A DISTANCE OF 32.50 FEET; THENCE N89°59'33"E A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.39759 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 22

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 736.49 FEET; THENCE S89°59'33"W A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 93.85 FEET; THENCE S89°59'33"W A DISTANCE OF 45.00 FEET; THENCE S00°00'27"E A DISTANCE OF 32.50 FEET; THENCE S89°59'33"W A DISTANCE OF 80.50 FEET; THENCE N00°00'27"W A DISTANCE OF 150.85 FEET; THENCE N89°59'33"E A DISTANCE OF 80.50 FEET; THENCE S00°00'27"E A DISTANCE OF 32.50 FEET; THENCE N89°59'33"E A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.39051 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
PHASE 24

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 345.33 FEET; THENCE S89°59'33"W A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 206.86 FEET; THENCE S89°59'33"W A DISTANCE OF 120.67 FEET; THENCE N00°00'27"W A DISTANCE OF 193.47 FEET; THENCE N83°39'37"E A DISTANCE OF 121.41 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.55449 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
RECREATION AREA 1

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE S00°00'27"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 499.80 FEET; THENCE S89°59'33"W A DISTANCE OF 375.37 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 52.39 FEET; THENCE S89°59'33"W A DISTANCE OF 4.83 FEET; THENCE S00°00'27"E A DISTANCE OF 51.99 FEET; THENCE S89°59'33"W A DISTANCE OF 132.91 FEET; THENCE N02°41'04"W A DISTANCE OF 106.45 FEET; THENCE S89°13'31"E A DISTANCE OF 142.73 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.33335 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
RECREATION AREA 2

A PARCEL OF LAND BEING A PORTION OF LUCERNE LAKES GOLF COLONY II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN MOST CORNER OF SAID PLAT; THENCE N00°00'27"W A DISTANCE OF 70.61 FEET; THENCE S89°59'33"W A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°00'27"E A DISTANCE OF 280.12 FEET; THENCE S83°39'37"W A DISTANCE OF 71.39 FEET; THENCE N06°20'23"W A DISTANCE OF 147.50 FEET; THENCE S83°39'37"W A DISTANCE OF 20.00 FEET; THENCE N06°20'23"W A DISTANCE OF 144.48 FEET; THENCE N89°59'33"E A DISTANCE OF 123.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.63416 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
LUCERNE GREENS CONDOMINIUM
BOUNDARY

A PARCEL OF LAND SITUATE IN SECTION 28, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LUCERNE LAKES GOLF COLONY, AS RECORDED IN PLAT BOOK 44, PAGES 158-159, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S00°00'27"E, ALONG THE EAST LINE OF BLOCK 29, AS SHOWN ON PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45-54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 1473.26 FEET TO A POINT ON A LINE 30 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID BLOCK 29; THENCE N89°59'47"W, ALONG SAID PARALLEL LINE, AND ALSO ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICTS CANAL L-14, A DISTANCE OF 330.00 FEET TO THE EAST LINE OF TRACT 127 OF SAID BLOCK 29; THENCE N00°00'13"E, ALONG SAID EAST LINE OF TRACT 127, A DISTANCE OF 6.00 FEET; THENCE N89°59'47"W A DISTANCE OF 316.83 FEET; THENCE N00°00'13"E A DISTANCE OF 498.00 FEET; THENCE S88°17'50"E A DISTANCE OF 150.67 FEET; THENCE N02°41'04"W A DISTANCE OF 476.31 FEET; THENCE S89°13'31"E A DISTANCE OF 56.20 FEET; THENCE N06°20'23"W A DISTANCE OF 572.73 FEET TO THE SOUTHERLY PERIMETER OF SAID LUCERNE LAKES GOLF COLONY; THENCE N89°59'33"E, ALONG SAID SOUTHERLY PERIMETER OF LUCERNE LAKES GOLF COLONY, A DISTANCE OF 270.35 FEET; THENCE S00°00'27"E A DISTANCE OF 70.62 FEET; THENCE N89°59'33"E A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ALL OF TRACT "A" AS SHOWN ON LUCERNE LAKES GOLF COLONY II (P.B. 52, PGS. 4 AND 5).

THE ABOVE DESCRIBED PARCEL CONTAINS 15.56607 ACRES MORE OR LESS.