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THE PLUM AT BOCA POINTE CONDOMINIUM NO. 10

DECLARATION OF CONDOMINIUM

ARTICLE I
SUBMISSION, NAME AND THE LAND

THIS DECLARATION OF CONDOMINIUM made this 21st day of NOVEMBER, 1986, by PORTEN SULLIVAN CORPORATION OF FLORIDA, a Florida corporation, for itself, its successor, grantees and assigns.

PORTEN SULLIVAN CORPORATION OF FLORIDA makes the following declarations:

A. Submission. PORTEN SULLIVAN CORPORATION OF FLORIDA hereby submits to the condominium form of ownership pursuant to the Condominium Act (as hereinafter defined) fee simple title to those certain lands owned in fee simple by Developer, described in this Declaration.

B. Name. The name of this Condominium is "THE PLUM AT BOCA POINTE CONDOMINIUM NO. 10."

C. The Land. The land owned by PORTEN SULLIVAN CORPORATION OF FLORIDA which, by this Declaration, is submitted to condominium ownership, is located in Palm Beach County, Florida, and is more particularly described in Exhibit "A" attached hereto and made a part of this Declaration.

ARTICLE II
DEFINITIONS

When used in this Declaration of Condominium, the following terms (unless the context clearly requires otherwise) shall have the following meanings:

A. "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.

B. "Association or Condominium Association" means THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation, the entity responsible for the operation of the Condominium.

C. "Board of Directors" means the Board of Directors of the Condominium Association.

D. "By-Laws" means the By-Laws of the Condominium Association, a copy of which is attached as Exhibit "D" to this Declaration of Condominium and incorporated herein by reference, as the same may be from time to time amended.

E. "Committed Property" means that property located within THE PLUM Project which has either been subjected to a Declaration of Condominium or subjected to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of THE PLUM OF BOCA POINTE HOMEOWNERS ASSOCIATION by the Developer.

F. "Common Elements" means those portions of the Condominium Property not included in the Units.

G. "Common Expenses" means the expenses for which the Unit Owners are liable to the Condominium Association, including expenses of administration and management of the land, and maintenance, operation and repair of the Common Elements.

H. "Common Surplus" means the excess of all receipts of the Condominium Association including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses, including reasonable reserves.

I. "Community Association" means BOCA POINTE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit.

J. "Condominium Act" means and refers to the Condominium Act of the state of Florida (Chapter 718, Florida Statutes); this reference to the Act shall not cause or require the application of any portion of said Act hereafter enacted, hereafter effective, or not now applicable for constitutional reasons, to this Condominium or these Condominium Documents.

K. "Condominium Documents" means this Declaration of Condominium and the Exhibits hereto, as the same may be amended from time to time.

L. "Condominium Parcel" means a Condominium Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

M. "Condominium Property" means the Land and all improvements thereon and all easements and rights appurtenant thereto intended for the use in connection with the Condominium.

N. "Condominium Unit" or "Unit" means a part of the Condominium Property which is subject to private ownership. Such Units and their boundaries are delineated herein in Exhibit "B" attached hereto.

O. "Declaration of Condominium" means this instrument and the Exhibits hereto as amended from time to time.

P. "Developer" means PORTEN SULLIVAN CORPORATION OF FLORIDA, a Florida corporation, and its successors and assigns. In the event that (a) a Construction of Land Acquisition Lender (hereinafter "Construction Lender"), its successors or assigns, acquires title to the Condominium Property or any portion thereof by foreclosure (including sale under the terms of any deed of trust or by deed in lieu of foreclosure or by any other method) or (b) at a foreclosure sale a third party acquires title to the Condominium Property, or any portion thereof, the proceeds of which are applied to satisfy the indebtedness of the Developer to a Construction Lender, then the Construction Lender or such purchaser shall have all of the rights, privileges, powers and benefits of the Developer under this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

Q. "Homeowners Association" means THE PLUM AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.

R. "Institutional Mortgagee" means a Bank, Savings and Loan Association, Insurance Company, or Union Pension Fund authorized to lend in the state of Florida, an Agency of the United States Government, a mortgage investment trust, a real estate investment trust, or a lender generally recognized in the community as an institutional type lender. The mortgage may be placed through a mortgage or title company.

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S. "Limited Common Elements" means those Common Elements which are reserved for the use of certain Units, to the exclusion of all other Units.

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

U. "Survey Exhibits" means the legal description of the Land, the Surveyor's Certificate and the survey of the Land and graphic description of the improvements in which Units are located and plot plan thereof which are attached as Exhibit "B" to this Declaration of Condominium and incorporated herein by reference.

V. "THE PLUM Project" means that real property described in Exhibit "A-1" to this Declaration which represents the total amount of land owned by the Developer within BOCA POINTE and planned for development.

W. "Turnover date" means the date on which the Developer transfers control of the Condominium Association to the Unit Owners.

X. "Uncommitted property" means that portion of THE PLUM Project owned by the Developer held for future development and not subjected to a Declaration of Condominium or the Declaration of Covenants, Conditions and Restrictions of THE PLUM Project at BOCA POINTE HOMEOWNERS ASSOCIATION.

Y. "Unit" means a part of the Condominium Property which is subject to exclusive ownership.

Z. "Unit Owner" means the owner or owners of a Condominium Parcel.

AA. Unless the context of this Declaration otherwise require, all the terms in this Declaration shall be assumed to have the meanings attributed to said terms by Chapter 718, Florida Statutes.

ARTICLE III IDENTIFICATION OF UNITS

A. General Description of Units. The Condominium Property consists essentially of all Units in the buildings located on the Land as set forth in Exhibit "B" attached hereto. The buildings located on the land are delineated on the Survey Exhibits collectively identified as Exhibit "B" attached hereto. No Unit bears the same identifying number as does any other Unit. The aforesaid identifying number as to the Unit is also the identifying number as to the Parcel. The said Exhibit "B" also contains a Survey of the Land, a graphic description of the improvements on which the Units are located, and a plot plan and, together with this Declaration, they are in sufficient detail so that there can be determined therefrom the identification, location, dimensions and size of the Common Elements and of each Unit, as evidenced by the Certificate of Registered Land Surveyor hereto attached. The legend and notes contained with the said Exhibit are incorporated herein and made a part hereof by reference.

B. Boundaries. Each Unit is located and bounded as shown on the Survey Exhibits as they may be amended from time to time as aforesaid. The intent of the Survey Exhibits is to delineate the following:

1. Upper and Lower Boundaries: The lower boundary of each Unit is a horizontal plane or planes, the elevation of which coincides with the elevation of the upper surface of the undecorated finished floor thereof, extended to intersect the perimetrical boundaries of the Unit. The upper boundary of each Unit is a horizontal plane or planes, the elevation of which coincides with the

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lower surface of the undecorated finished ceiling thereof extended to intersect the perimetrical boundaries of the Unit.

2. Perimetrical Boundaries: The perimetrical boundaries of each Unit shall be the vertical plane or planes of the undecorated finished interiors of the walls bounding the Units extended to their planar intersections with each other and with the upper and lower boundaries. No part of any nonstructural interior wall shall be considered a boundary of the Unit.

3. Apertures: Where there is an aperture to any perimetrical boundary including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places at right angles to the dimension of such aperture so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the frame work thereof. Exterior surfaces or walls made of glass, or glass fired to metal framing, exterior windows or frames, exterior glass sliding doors, frames and castings shall be included within the Units and shall not be deemed a Common Element.

4. Any screened porches abutting a Unit are Limited Common Elements to the Unit to which they attach.

5. Exceptions: In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "B" hereto shall control in determining the boundaries of a Unit, except the provision of Paragraph B.3. above shall control unless specifically reflected on such survey.

C. Each Unit shall be deemed to exclude the area beneath the unfinished surface of any weightbearing structure and exclude all pipes, ducts, wires, conduits and other facilities running through any interior walls or partitions for the maintenance of utility services to other Units or Common or Limited Common Elements. Mechanical equipment and appurtenances located within or without any Unit and for the exclusive use of that Unit including, but not limited to the following, shall be considered part of the Unit: air handling units, filters, coils, heating strips, water heaters, appliances, range hoods, non-bearing partition walls, outlets, electrical receptacles and outlets, fixtures and cabinets.

ARTICLE IV COMMON ELEMENTS/LIMITED COMMON ELEMENTS

A. Common Elements shall mean and comprise all of the real property, improvements and facilities of the Condominium which are not included within the Units including, but not limited to, the following:

1. The land, lawns, landscaping and walkways located thereon.
2. All foundations, columns, girders, beams, interior load bearing walls and supports of the building.
3. Those portions of the exterior walls of the building that are outside of the Units.
4. All installations designed and intended for common use.
5. All utilities not located within the Unit including, but not limited to, water lines, sewer lines, electrical lines and telephone lines.

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6. All easements for and conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to Units and Common Elements which run through a Unit or Units and easements of support in every portion of a Unit which contribute to the support of the improvements.

B. Each of the Unit Owners of the Condominium shall own an undivided interest in the Common Elements and Limited Common Elements and the undivided interest, stated as percentages or fractions of such ownership in the said Common Elements and Limited Common Elements, is set forth in Exhibit "E" annexed hereto. Where applicable, references herein to ownership of Common Elements shall likewise refer to ownership of Limited Common Elements.

C. The fee title to each Condominium Unit shall include both the Condominium Unit and the undivided interest in the Common Elements appurtenant to such Unit as aforesaid, said undivided interest in the Common Elements and Limited Common Elements to be deemed to be conveyed or encumbered with its respective Condominium Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the undivided interest in the Common Elements and/or Limited Common Elements appurtenant to such Unit shall be null and void.

ARTICLE V EASEMENTS

A. The Units and Common and Limited Common Elements shall be and hereby are made subject to an easement for such utility services as are desirable or necessary to adequately serve the Condominium Property, including the right to install, lay, maintain, repair, relocate and/or replace any utility lines and/or equipment over, under, or along the Condominium Property; provided that any such easement through a Unit shall not be enlarged or extended beyond its extent on the date of the first conveyance of said Unit by Developer after this Declaration of Condominium is recorded, without the consent of the Unit Owner.

B. Each Unit shall have an easement for structural support over every other Unit and portion of the Common and Limited Common Elements supporting such Unit, and each portion of the Common and Limited Common Elements shall have an easement for support over all Units and all portions of the Common and Limited Common Elements supporting such portion of the Common and Limited Common Elements.

C. Each Unit shall be and hereby is made subject to any easement in favor of the Condominium Association for entrance to the Unit to maintain (to the extent required by this Declaration), repair or replace the Common and Limited Common Elements.

D. All of the Condominium Property shall be and hereby is made subject to easements for encroachments which now or hereafter exist caused by settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in the construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist. In the event the Condominium Property is partially or totally destroyed, and then rebuilt, the Owners of the Condominium Units agree that encroachments of parts of the Common Elements or Limited Common Elements or Units, as described, shall be permitted and there shall be a valid easement for said encroachments.

E. Developer, for itself, its successors and assigns, reserves and shall have the right and easement to install and maintain upon, through and under the Common and Limited Common Elements such electric, water, sewer, telephone, radio, cable television, security system, drainage and utility lines, mains, cables and facilities as Developer, in Developer's sole discretion,

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shall deem necessary or desirable to be used in connection with the Condominium Property and any property other than the Condominium Property, provided only that maintenance of such lines, mains, cables and facilities does not materially and permanently interfere with the uses for which the Common or Limited Common Elements or any portion thereof is intended.

F. The easements set forth in Article VA., B., C., D. and E., *supra*, shall run with the Land and shall be binding upon every Unit Owner and every claimant of the Condominium Property or any portion thereof, or of any interest therein, and their respective heirs, executors administrators, personal representatives, successors and assigns. Should the intended creation of any easement fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the Unit Owners designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

ARTICLE VI VOTING RIGHTS

There shall be one person with respect to the ownership of each Unit who shall be entitled to vote at any meeting of the Unit Owners - such person to be known (and is hereinafter referred to) as a "voting member." If the Unit is owned by more than one person, the owners of said Units shall designate one of them as the voting member, or in the case of a corporate or other fictitious Unit Owner, an officer, or an employee thereof shall be designated the voting member. The designation of the voting member shall be made as provided by, and subject to, the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of Units in the Condominium and each Condominium Unit shall have no more and no less than one equal vote in the Association. If one individual owns more than one Condominium Unit, he shall have one vote for each Unit owned by him. The vote of a Condominium Unit is not divisible.

ARTICLE VII COMMON EXPENSES AND COMMON SURPLUS

The Common Expenses of the Condominium shall be shared by the Unit Owners in the percentages or fractions specified and set forth in Exhibit "E." The ratio of sharing Common Expenses and assessments as set forth herein shall remain equal regardless of the purchase price of the Condominium Units, their location, or the building square footage included in each Condominium Unit.

ARTICLE VIII METHOD OF AMENDMENT OF DECLARATION

A. This Declaration may be amended at any regular or special meeting of the Unit Owners of this Condominium called and convened in accordance with the By-Laws by the affirmative vote of voting members casting not less than three-fourths (3/4) of the total votes of the voting members of the Association.

B. All amendments shall be recorded and certified as required by the Condominium Act. No Amendment shall change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to any Unit,

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a Condominium Unit's proportionate share of the Common Expenses or Common Surplus, or the voting rights appurtenant to any Unit, unless the record Owner(s) thereof, and all record owners of mortgages, or other liens thereon shall join in the execution of the Amendment. No Amendment shall impair or prejudice the rights and priorities of any mortgages or the holders thereof. No Amendment shall change the provisions of this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association with respect to Institutional Mortgagees of record without the written approval of all Institutional Mortgagees of record,

C. No Amendment shall change the rights and privileges of the Developer without the Developer's written approval, the requirement for the Developer's written approval as herein provided shall not terminate until Unit Owners other than the Developers have elected a majority of the Board of Directors of the Association, or sooner at the option of the Developer.

D. Notwithstanding the foregoing three (3) Paragraphs, the Developer reserves the rights to change the interior design and arrangement of all Units and to alter the boundaries between the Units, as long as the Developer owns the Units so altered; however, no such change shall increase the number of Units nor alter the boundaries of the Common Elements, except the Party Walls between the Condominium Units, without Amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in Units as provided in this Paragraph, such changes shall be reflected by an Amendment of this Declaration with a survey attached, reflecting such authorized alteration of Units, and said Amendment need only be executed or acknowledged by the Developer and any holders of Institutional mortgages encumbering the said altered Units. The survey shall be certified in the manner required by the Condominium Act. If more than one Unit is concerned, the Developer shall apportion between the Units the shares of the Common Elements appurtenant to the Units concerned, together with the Common Expenses and Common Surplus of the Units concerned, and such shares of Common Elements, Common Expenses and Common Surplus shall be duly noted in the Amendment of the Declaration. The provisions of this Paragraph are paramount to and supersede the provisions in the preceding Paragraphs of this Article VIII.

E. Notwithstanding anything to the contrary herein, the Developer reserves the right to amend the Declaration or the Exhibits so as to correct any errors or omissions, or any legal description contained herein, which legal description may have been incorrect by reason of a scrivener's or surveyors error, so long as such amendments do not materially affect the rights of unit owners, lienors or mortgagees. Such amendment need be executed and acknowledged by the Developer only, and need not be approved by the Association, unit owners, lienors or mortgagees of units, whether or not elsewhere required for amendments.

F. In the event it shall appear that there is an error or omission in this Declaration or the Exhibits thereto, other than an error or omission described in Paragraph E. above, then in that event, the Association may correct such error and/or omission by Amendment to this Declaration in the following manner:

1. Notice of the subject matter of a proposed Amendment to cure a defect, error or omission shall be included in the Notice of any meeting at which such Amendment is to be considered.

2. A Resolution for the adoption of such a proposed Amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and members not present in person or by proxy at the meeting considering the Amendment, shall express their approval by writing delivered to

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the Secretary at or prior to the meeting. Such approvals to amend this Declaration must either be by:

a. Not less than thirty-three and one-third percent (33 1/3%) of the entire membership of the Board of Directors and by not less than ten percent (10%) of the votes of the entire membership of the unit owners; or

b. Not less than twenty-five percent (25%) of the votes of the entire membership of the unit owners; or

c. In the alternative, an Amendment may be made by an Agreement signed and acknowledged by all unit owners in the manner required for the execution of a deed, and such Amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.

G. Until the last unit within the Condominium Property is delivered to purchasers, no Amendment to this Declaration shall be made or shall be affected without the written consent of the Developer, if such development would adversely affect the sale of any units by the Developer.

H. Except as otherwise provided in this Declaration, a copy of each Amendment shall be attached to a certificate, executed by the officers of the Association certifying that the Amendment was duly adopted. The aforesaid Amendment shall be effective when the certificate and copy of the Amendment are recorded in the Public Records of Palm Beach County, Florida.

ARTICLE IX THE OPERATING ENTITY

A. The name of the Association responsible for the operation of the Condominium is THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC. Said Association is a nonprofit Florida corporation, organized and existing pursuant to Part I of Chapter 617, Florida Statutes, and the Condominium Act. The said Association shall have all the powers and duties set forth in Part I of Chapter 617, Florida Statutes and the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association, and its Articles of Incorporation, which Articles of Incorporation are attached hereto, marked Exhibit "C," and made a part hereof.

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

C. The Association will manage condominiums other than the Condominium if such additional Condominiums are created and constructed by the Developer within THE PLUM Project.

ARTICLE X BY-LAWS

A. The operation of the Condominium Property shall be governed by the By-Laws of the Association which are set forth in a document which is annexed to this Declaration, marked Exhibit "D" and made a part hereof.

B. No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the

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validity or priority of any mortgage covering any Condominium Unit(s) without the written approval of the affected mortgagees of record. No amendment shall change the rights of the Developer without the Developer's written approval. The requirement for the Developer's approval as herein provided shall not terminate until such time as a majority of the Board of Directors of the Association is elected by Units Owners other than the Developer, or sooner at the Developer's option.

ARTICLE XI ASSESSMENTS

A. Common Expenses Include. The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium Property including, but not limited to, such amounts necessary to make up for uncollectible assessments, budget deficits and reserves unless waived pursuant to applicable law, and such other assessments as are specifically provided for in this Declaration and the By-Laws attached hereto. Unless waived, as aforesaid, the Association shall maintain reasonable and adequate reserves for replacement of the Common Elements because of normal deterioration; said reserves shall be funded by regular assessments and shall comply with applicable Florida law. The procedure for the determination of such assessments shall be as set forth in the By-Laws of the Association of this Declaration. Each Unit Owner shall be liable for a proportionate share of the Common Expenses as provided in Article VII of this Declaration.

B. Assessments Due and Late Charges. Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum from due date until paid; notwithstanding the foregoing the interest rate on unpaid assessments shall never exceed the maximum rate allowed by Florida law. Regular assessments shall be due and payable monthly on the first day of each month or on such other date established from time to time by the Board of Directors.

C. Lien for Assessments. The Association shall have a lien on the Condominium Unit for any unpaid assessments, together with interest and late charges thereon, against the Unit Owner of such Condominium Unit, together with the lien on all tangible personal property located within said Unit; such lien is effective from and after recording a claim of lien in the Public Records of Palm Beach County, Florida, stating the description of the Condominium Unit, the name(s) of the record owner(s), the amount due and the due dates. Any such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens including, but not limited to, mortgages, security agreements and financing statements of record. Reasonable attorney's fees, including attorney's fees for appellate proceedings, incurred by the Association incident to the collection of such assessment or the enforcement of such lien, together with sums advanced and paid by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner upon demand and shall be secured by such lien.

D. Enforcement of Lien. The Board of Directors may take such action as it deems necessary to collect assessments by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if in the Association's best interest. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due the Association and covered by the lien being enforced. In case of such foreclosure, the Unit Owner shall be required to pay a rea-

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sonable rental for the Condominium Unit, and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or occupant.

E. Institutional Mortgagee Not Liable. Where the holder of an institutional mortgagee of record, or other purchaser of a Condominium Unit, obtains title to a Condominium Unit as a result of foreclosure or the institutional mortgagee of records accepts a deed to said Condominium Unit in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such Condominium Unit, or chargeable to the former Unit Owner of such Unit, which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless the share is secured by a claim of lien recorded in the Public Records of Palm Beach County prior to the recording of said mortgage. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, its successors and assigns.

F. Liability of Subsequent Owner. Any person who acquires an interest in a Unit (except through foreclosure of an institutional mortgage of record or deed in lieu thereof as specifically provided in Paragraph E. immediately preceding) including, without limitation, persons acquiring title by operation of law, such as purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements, until such time as all unpaid assessments due and owing by the former Unit Owner have been paid.

G. Assignment. The Association, acting through its Board of Directors, shall have the right to assign its claim of lien rights for recovery of any unpaid assessment to the Developer, or to any Unit Owner or group of Unit Owners, or to any third party.

H. Homeowners Association May Collect. The Association may contract with the Homeowners Association for the collection of the Association's assessments.

ARTICLE XII
SPECIAL PROVISIONS RE: DEVELOPER

A. Rights. The Developer shall have the right to transact any business necessary to consummate sales or rentals of Units or, in the event there are unsold Condominium Units, the Developer retains the right to be the owner of said unsold Condominium Units under the same terms and conditions as all other Unit Owners in said Condominium; however, said Developer, for such time as it continues to be a Unit Owner, but not exceeding (1) the period (either year to year or otherwise) for which it has agreed to subsidize (if it has so agreed) the amount each Unit Owner shall pay as monthly Common Expense assessments with its own contribution to meet monthly expenses, or (2) the first day of the fourth calendar month following the month in which the purchase and sale of the first Condominium Unit in the Condominium closes, shall not be liable for such monthly Common Expense assessments. It being understood that during such period the Developer shall be solely responsible for Common Expenses in excess of the amount collected from unit owners for that monthly Common Expense assessments including start-up assessments. Commencing at the end of said period, the Developer shall contribute to the Common Expenses, as to the Condominium Units owned by it, in the same manner as all other Unit Owners, as provided in Exhibit "D" attached to this Declaration as it may be amended from time to time. Each Condominium Unit's share of Common Expenses and assessments as provided in Article VII and Article XI of this Declaration shall commence as of the first day of such month or the fifteenth (15th) day of such month as is closer to the date the Certificate of Occupancy,

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or similar instrument, is issued by the applicable governmental authorities to said Unit.

B. Assignability. The Developer may assign any or all of its rights and privileges established by this Declaration to any individual(s) or entity or entities that Developer may choose.

ARTICLE XIII INSURANCE

The Condominium Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the Common Elements. The insurance carried by the Condominium Association shall be governed by the following provisions:

A. Loss Payable Provisions - Insurance Trustee. All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and mortgagees as their interest may appear. Such policies shall be deposited with the Association or an Insurance Trustee (as hereinafter defined) if the Association elects to utilize the services of an Insurance Trustee, who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. If an Insurance Trustee is selected, the Insurance Trustee shall be the named insured and it shall not be necessary to name the Association or the Unit Owners; however, mortgagee endorsements shall be issued. Said policy shall then provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, which may be any bank in Florida with trust powers or any other Florida person or entity which may lawfully act as such as may be designated by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or contents of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

1. Loss Payable Provision as to Common Elements: Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit. Limited Common Elements shall be treated as Common Elements for this purpose.

2. Loss Payable Provision as to Condominium Units: Proceeds on accounts of Condominium Units shall be in the following undivided shares:

a. Partial Destruction - When Units are to be repaired and restored - for the Owners of the damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

b. Total destruction of improvements to Condominium Property or where "Very Substantial" damage occurs and the improvements to Condominium Property or where "Very Substantial" damage occurs and the improvements to Condominium Property are not to be restored as provided hereinafter in this Article - for the Owners of all Condominium Units, each Owner's share being in proportion to the Owner's share of Common Elements appurtenant to the Owner's Condominium Unit.

3. Loss Payable Provision as to Mortgagees: In the event a mortgagee endorsement has been issued as to a Unit, the

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share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

B. Coverage.

1. Liability Insurance: The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the Common Elements of the Condominium, and insuring the Association, the Board of Directors, and the Unit Owners as its and their interests appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be at least \$1,000,000.00. Said insurance shall include but not be limited to legal liability, hired automobile, non-owned automobile and off-premises employee coverages. All liability insurance shall contain cross-liability endorsements to cover liability of the Unit Owners as a group to a Unit Owner. Premiums for the payment for such insurance shall be paid by the Association and charged as a Common Expense.

2. Casualty Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all the insurable improvements within the Condominium as originally installed by the Developer (including fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements of like kind and quality thereof, in accordance with the original plans and specifications), including personal property owned by the Association in and for the Interests of the Association, all Unit Owners and their mortgagees, as their interests may appear, from a company meeting the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association; the premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and charged as a Common Expense. The company or companies with whom the Association shall place its insurance coverage as provided in this Declaration must be good and responsible companies authorized to do business in the state of Florida.

3. Workers' Compensation Policy, if applicable, to meet the requirements of law; the cost thereof shall be a Common Expense hereunder.

4. Such Other Insurance including, but not limited to Directors and Officers liability insurance, as the Board of Directors of the Association may determine from time to time to be desirable; the costs thereof shall be Common Expenses hereunder.

5. Individual Liability Insurance Policies: Each individual Unit Owner shall be responsible for purchasing, at his own expense if he so desires, liability insurance to cover accidents occurring within his own Unit, insurance upon his own personal property, and living expense insurance. Such insurance where applicable, shall contain the same waiver of subrogation, if available, as referred to in Paragraph 6. hereinafter.

6. Waiver of Subrogation: If available and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association, and their respective servants, invitees, agents and guests.

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7. Insurance Companies authorized to do business in the state of Florida shall affirmatively be presumed to be good and responsible companies and the Board of Directors of the Association shall not be responsible for the quality or financial responsibility of the insurance companies provided same are licensed to do business in the state of Florida.

C. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee or the Association shall be distributed to or for the benefit of those entitled thereto pursuant to this Article XIII and expended or disbursed after first paying or making provision for the payment of expenses of the Insurance Trustee in the following manner:

1. Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to those entitled thereto pursuant to this Article XIII, all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it. The remittance shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee if the mortgage held by it provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

2. Failure to Reconstruct or Repair: If it is determined in the manner elsewhere herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the Unit Owners and their mortgagees, 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 it. The remittance shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee if the mortgage held by it provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, the proceeds shall be disbursed to the Unit Owners and any mortgagee having an interest in it (as their interests may appear) as surplus in the manner elsewhere stated if the Board of Directors of the Association determines not to replace such personal property as may be lost or damaged.

3. Certificate: In making distribution to the Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution approved in writing by an attorney authorized to practice law in the state of Florida, or a title insurance company or abstract company authorized to do business in the state of Florida. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificates.

D. Reconstruction or Repair After Casualty.

1. Loss Less Than "Very Substantial": Where a loss or damage occurs within a Unit or Units, or to the Common or Limited Common Elements, or to any Unit or Units and the Common or Limited Common Elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

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

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

c. If the damage of loss involves one or more individual Units encumbered by Institutional Mortgages, as well as the Common or Limited Common Elements, or if the damage is limited to the Common or Limited Common Elements alone, but is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee (if applicable) for the repair and restoration of the property upon the written direction and approval of the Association as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills, waivers and releases of mechanic's lien to the Insurance Trustee (if applicable), or the Association shall execute any Affidavit required by law, by the Association, or by the Insurance Trustee, and shall deliver same to the Insurance Trustee (if applicable) or to the Association.

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

e. If the net proceeds of the insurance are insufficient to pay the estimated cost of restoration and repair (or the actual cost thereof if the work has actually been done), the Association shall promptly upon determination of the deficiency, levy a special assessment against each Unit Owner in proportion to the Unit Owner's share in the Common Elements for the portion of the deficiency attributable to the cost of restoration of the Common or Limited Common Elements, and against each Unit Owner for that portion of the deficiency attributable to his individual Unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific damaged Unit, then the Board of Directors shall levy the assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' shares in the Common Elements as if all of said damage had occurred to the Common or Limited Common Elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee (if applicable) and added by said Trustee to the proceeds available for the repair and restoration of the property.

f. In the event the insurance proceeds are sufficient to pay the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan unless (i) the provisions of the mortgage to the Institutional Mortgagee so require and/or (ii) the Board of Directors consents to such an application of proceeds and, in either event, only upon request therefore by said Institutional Mortgagee. To the extent that any insurance proceeds are required to be paid over to any mortgagee, the Owner of the Unit subject to the mortgage held by said mortgagee shall be obligated to replace the funds so paid over, and said Unit Owner shall be subject to special assessment for such sum and his Unit to a lien for said assessment.

2. "Very Substantial" Damage: As used in this Declaration, or in any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total Units of the Condominium

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are rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage (placed pursuant to Article XIII.B.2.) becomes payable. Should such "very substantial" damage occur, then:

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

b. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair as well as the estimated cost of restoration and repair.

c. Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with respect to the termination of the Condominium, subject to the following:

(1) If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are sufficient to cover the cost thereof so that no special assessment is required, the Condominium Property shall be restored and repaired unless three-fourths (3/4) of the total votes of the voting members of the Association shall be cast in favor of termination of the Condominium, in which case the Condominium Property shall be removed from the provisions of the Act in accordance with Section 718.117, Florida Statutes, and there shall be recorded in the Public Records of Palm Beach County an instrument terminating this Condominium, which instrument shall further set forth the facts affecting the termination and shall be certified by the Association and executed by its President and Secretary or other appropriate officers. The termination of the Condominium shall become effective upon the recording of said instrument and the Unit Owners shall, thereupon, become owners as tenants-in-common in the "property," that is, the real, personal, tangible and intangible personal property, and any remaining structures of the Condominium and their undivided interest in the "property" shall be the same as their undivided interests in the Common Elements of this Condominium prior to its termination and the mortgages and liens upon Condominium Units shall become mortgages and liens upon the undivided interests of such tenants-in-common with the same priority as existed prior to the termination of the Condominium.

(2) If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, and if a majority of the total votes of the voting members of the Association vote against such special assessment which vote shall be considered and denominated as a vote to terminate the Condominium, it shall be so terminated and the property shall be removed from the provisions of the law in accordance with Section 718.117, Florida Statutes, and the ownership interest shall be as stated in the preceding Paragraph hereof. In the event a majority of the voting members of the Association vote in favor of the special assessment, or in the event that less than a majority of the said members shall fail to vote against said special assessment, the special assessment shall be deemed approved, and the Association shall immediately levy such assessment, and thereupon the Association shall proceed to cause such repairs and restoration to be accomplished, subject to the provisions of Subparagraphs D.1.c and d. above. The special assessment funds shall be delivered by the Association to the Insurance Trustee (if applicable) and added by said Trustee or by the Association, as the case may be, to the proceeds available for the repair and restoration of the "property." The proceeds shall

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be disbursed for the repair and restoration of the "property" as provided in Subparagraph D.1.c. above. To the extent that any insurance proceeds are paid over to any mortgagee and in the event it is determined not to terminate the Condominium and to vote such special assessment, the Unit Owner of the Unit, subject to the mortgage held by such mortgagee, shall be subject to special assessment for such sum.

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

3. Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds, and if there is a balance in the funds held by the Association or by the Insurance Trustee (if applicable) after payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated herein.

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

5. Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefore upon the payment of claims.

ARTICLE XIV USE AND OCCUPANCY RESTRICTIONS

A. The Unit. Each Unit shall be used only as a single family, private dwelling for the Unit Owner and the members of the Unit Owner's immediate family (spouse, children, spouse's children, parents, brothers and sisters) except as the total number of occupants of a Unit may be limited by the Rules and Regulations, and social guests and lessees (as limited by the Rules and Regulations) as provided for in this Declaration, and for no other purpose. The Unit Owner shall not permit or suffer anything to be done or kept in the Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of the other Unit Owners, or annoy them by unreasonable noises, or otherwise; nor shall the Unit Owner commit or permit any nuisance or illegal act in or about the Condominium Property. The term "single family" does not require that two (2) occupants of the units be married to each other but includes within its scope, two (2) consenting adults of the opposite sex living together.

B. Children. There are no special restrictions with regard to children.

C. Animals and Pets. No pets except fish, small birds (under one pound) and one small dog or small cat (under twentyfive pounds for either) shall be permitted to be kept in a Unit, and permitted pets shall be kept only under the Rules and Regulations adopted by the Board of Directors; provided however, that no pet shall be kept, bred or maintained for any commercial purpose, and further provided that any pet causing or creating a nuisance or unreasonable disturbance or danger shall be permanently removed from the Condominium Property upon ten (10) days written notice

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from the Board of Directors. All pets shall be kept on a leash when out of doors.

D. Exteriors. The Unit Owners shall not cause anything to be hung, displayed, placed on or extended over the exterior walls, balconies, terraces, porches, doors or windows of the building. Likewise, no clothes line or similar device shall be allowed on any portion of the Condominium Property. All window coverings shall present a uniform appearance to the exterior of the building according to a color and other specifications contained in the Rules and Regulations adopted by the Board of Directors.

E. Common Elements. No person shall use the Common Elements or any part thereof, or a Condominium Unit or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.

The initial Rules and Regulations are captioned "Rules and Regulations," and are as set forth as an attachment to the By-Laws of the Association, which By-Laws are annexed hereto as Exhibit "D." The said Rules and Regulations shall be deemed effective until amended, as provided in the By-Laws.

F. Models. Notwithstanding the above, Units owned by the Developer may be used as models or sales offices without violating the terms hereof or the said Rules and Regulations.

G. Occupancy. Where a Unit is owned by someone other than a natural person or persons, said Owner shall designate to the Association an individual person who shall be considered as the Unit Owner of the Unit for occupancy purposes. The provisions of this Article, including but not limited to Paragraph A. hereof, shall be interpreted as if the said designated natural person were the Unit Owner. Said designation shall be made in a form satisfactory to the Association and shall not be amended or altered more than once in any calendar year (unless there is a bona fide sale of the Unit) without the written consent of the Association.

ARTICLE XV MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

A. To Common Elements or Limited Common Elements.

1. Maintenance Contracts: The Association may enter into a contract with any firm, person or corporation, or may join with other condominium associations and entities in contracting for the maintenance and repair of the Condominium Property and other type properties, and may contract for or may join with other condominium associations and entities in contracting for the management of the Condominium Property and other type properties, any may delegate to the contractor or manager all the powers and duties of the Association, except such as are specifically required by this Declaration or by the By-Laws or the laws of the state of Florida to have the approval of the Board of Directors or the membership of the Association.

2. Alterations or Additions: No alterations or additions to the Common Elements or Limited Common Elements shall be made if the cost is in excess of ten percent (10%) of the annual budget of the Condominium for Common Expenses (excluding reserves) unless authorized by the Board of Directors and ratified by not less than seventy-five percent (75%) of the total votes of voting members of the Condominium; provided, however, if an emergency situation exists whereby there is a substantial risk that there will be further material damage to the Common or Limited Common Elements during the period of time it would take for the necessary approval by voting members to be obtained, such satisfaction shall

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not be required. If authorized as aforesaid, the cost of the foregoing shall be assessed as a Common Expense. Where any alterations or additions as aforescribed are exclusively or substantially exclusively for the benefit of the Unit Owner requesting same, the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owners exclusively or substantially exclusively benefiting and, if more than one Unit Owner requesting such work is benefited thereby, the assessment shall be levied in such proportion as may be determined to be fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and ratified by the affirmative vote of not less than seventy-five percent (75%) of the voting members with respect to Units exclusively or substantially exclusively benefiting therefrom; provided, however, that where said Unit Owners are ten (10) or less, the approval of all but one voting member with respect to said Units shall be required.

3. Limited Common Elements: Certain areas may be designated herein and/or on Exhibit "B" hereto as Limited Common Elements and any expense for maintenance, repair or replacement thereof shall be treated as and paid for as a part of the Common Expense of the Association unless specifically provided otherwise in this Declaration and the Exhibits hereto. Should said maintenance, repair or replacement be caused by the negligence or misuse of a Unit Owner, his family, lessees, or guests, servants or invitees, he shall be responsible therefore, and the Association shall have the right to levy an assessment against such Owner which assessment shall have the same force and effect as all other special assessments. Where a Limited Common Element consists of a terrace, courtyard, patio, balcony, screened porch, air conditioning, or entrance hallway, the Unit Owner who has the exclusive right to use the same, shall, where applicable, be responsible for the maintenance, care and preservation of painted surfaces of the interior portions of said items, all screening thereon, and glass and other doors leading to same and all wiring thereto and shall take whatever steps are necessary to prevent any object from protruding above courtyard walls.

B. To Units. Each Unit Owner agrees as follows:

1. Maintenance: To maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, floors, etc.), whether or not part of the Unit or Common Elements, and to maintain and repair the fixtures therein, which includes, but is not limited to, the following where applicable: air conditioning and heating units including all mechanical portions thereof whether located in the Unit or Common or Limited Common Elements, refrigerators, stoves, fans and hot water heaters, cable television lines within the Unit, security system lines and equipment within the Unit, all plumbing and water lines within the Unit, electrical panels, electrical wiring and electric fixtures within the Unit, all windows, screening and glass, and to pay for such utilities as are separately metered to his Unit. Where a Unit is carpeted, the cost of replacing carpeting shall be borne by the Owner of said Unit.

2. Additions: Not to make or cause to be made any structural addition or alteration to his Unit, or to the Common or Limited Common Elements, without the prior written consent of the Association, the Homeowners Association and the holders of all mortgages secured by his Unit.

3. No Change to Common or Limited Common Elements: To make no alteration, change of color or material, decoration, repair, replacement or change of the Common or Limited Common Elements, or to any outside or exterior portion of the building in-

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cluding porches, patios, terraces, exterior hallways, air conditioning units, and balconies (which includes screening or closing of same), and windows (including tinting or reflective coatings), whether within a Unit or part of the Common or Limited Elements, without the prior written consent of the Association and the Homeowners Association.

4. Inspection by Association. To allow the Board of Directors, and their agents and employees to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the Units or the Common or Limited Elements, or to determine, in case of emergency, circumstances threatening Units or the Common or Limited Common Elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

5. Prohibitions: To show no signs, advertisements or notices of any type on the Common or Limited Common Elements, or his Unit and erect no exterior antenna and aerals except as are necessary for CATV System. The provisions hereof relating to signs, advertisements and notices shall not apply to the Developer. All floors in Units, except where originally tiled, shall be covered with a sound-deadening material.

6. Developer's Right to Enter: To allow the Developer to enter his Unit to alter utility lines, cables, wires, pipes and other utility and security facilities for a period of two (2) years after said Unit has been conveyed to him, provided, however, that in such event the Developer shall fully restore and repair the premises from the effects of such alteration.

C. Failure to Maintain by Unit Owner. In the event the Owner of a Unit fails to maintain it and the Limited Common Elements, as required herein, or makes any addition or alteration with the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association and/or the Homeowners Association shall have the right to proceed in a court of law for an injunction to seek compliance with the provisions hereof. In addition thereto, the Association shall have the right to levy an assessment against the Owner of the Unit, and the Unit, for such sums as are necessary to restore the Unit to proper condition and repair. Said assessment shall have the same force and effect as all other special assessments. The Association shall have the further right to have its employees and agents, or any subcontractors appointed by it, enter the Unit at all reasonable times, to do such work as is deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

D. Exterior Colors: The Homeowners Association shall determine the exterior color scheme of the building and all exteriors. No Owner shall paint an exterior wall, door, window, or balcony, or any exterior surface, or replace any part thereof or anything affixed thereto without the written consent of the Homeowners Association.

E. Other Items to be Maintained: The Association shall be responsible for the maintenance, repair and replacement of the Common and Limited Common Elements and all other portions of the Condominium Property not required to be maintained, repaired and/or replaced by the Unit Owners or the Homeowners Association. Additionally, the Association shall be responsible for the maintenance of any real or personal property transferred or leased to it which may not be a part of the Condominium Property.

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ARTICLE XVI
PARKING

There shall be no assigned parking spaces associated with the Condominium. All unit owners shall park in common area parking spaces owned and maintained by the Homeowners Association. The Board of Directors of the Homeowners Association reserves the right to assign parking at a later date.

ARTICLE XVII
CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS

There shall be no restrictions on the conveyances, sales, rentals, leases and transfers of Units other than the requirement that a Unit Owner shall send written notification to the Association identifying the prospective Purchaser and/or Lessee within ten (10) days of the closing of a purchase and within fifteen (15) days of the execution of a Lease. All leases of a Unit shall be for a period of thirty (30) days or more. No Unit Owner shall lease his Unit to more than four (4) different tenants per year. Without limiting the foregoing, the Association shall have all rights under the laws of the state of Florida and under this Declaration, to evict tenants who cause a nuisance within the Condominium or fail to abide by the rules and regulations of the Condominium.

ARTICLE XVIII
TERMINATION

This Condominium may be voluntarily terminated in the manner provided in Section 718.117 of the Condominium Act at any time and, in addition hereto, as provided in Article XIII hereof; provided, however, the written consent of all Institutional Mortgagees shall also be required to such termination except as provided in said Article XIII hereof. In addition to the said method established in said Article XIII, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4) of the voting members of the Association, and by all Institutional Mortgagees as to Units in the Condominium, then the Association and the approving Owners, if they desire, shall have an option to purchase all of the Units of the other Owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and, if the option is exercised, the approval shall be irrevocable. The option shall be exercised upon the following terms:

A. Exercise of Option. An agreement to Purchase, executed by the Association and/or the record Owners of the Condominium Units who will participate in the purchase, shall be delivered by certified or registered mail, to each of the record owners of the Condominium Units to be purchased. Such delivery shall be deemed the exercise of the option. The Agreement shall indicate which Condominium Unit will be purchased by each participating Owner and/or the Association and shall require the purchase of all Condominium Units owned by Owners not approving termination, but the agreement shall effect a separate contract between the seller and his purchaser.

B. Price. The sale price for each Condominium Unit shall be the fair market value determined by agreement between the seller and the purchaser, within thirty (30) days from the delivery or mailing of such Agreement; in the absence of agreement as to price, it shall be determined by appraisers appointed by the Chief Judge of the Circuit Court In and For Palm Beach County, on the

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petition of the seller. The expenses of appraisal and customary closing costs shall be paid by the purchaser.

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

D. Closing. The sale shall be closed on the Condominium Property within sixty (60) days following the determination of the sale price. Title shall be conveyed by special warranty deed.

ARTICLE XIX
BOCA POINTE COMMUNITY ASSOCIATION, INC.

By taking title to a Condominium Unit, each owner becomes subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of BOCA POINTE filed in Official Record Book 3552, page 1488 of the Public Records of Palm Beach County, Florida. Among other things that document provides that an Owner shall become a member of the BOCA POINTE COMMUNITY ASSOCIATION, INC., shall acquire certain property rights to Common Areas within BOCA POINTE, and shall become subject to the Assessments of the BOCA POINTE COMMUNITY ASSOCIATION, INC. Copies of all amendments to this Declaration, the Articles of Incorporation and By-Laws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to BOCA POINTE COMMUNITY ASSOCIATION, INC.

None of the facilities or properties owned by the Association shall be deemed a part of the Condominium Property of the Condominium created by virtue of this Declaration of Condominium; however, all covenants, conditions, promises and obligations contained in the Articles of Incorporation, By-Laws and Declaration of Covenants, Conditions and Restrictions of BOCA POINTE and those contained in this Declaration of Condominium and Exhibits attached hereto, where applicable or implied by law, or covenants running with the Condominium Property, including all Condominium Parcels.

ARTICLE XX
THE PLUM AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC.

A. Membership. Each Unit Owner shall automatically and immediately upon acquisition of title to a Unit become a member of THE PLUM AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which is the homeowners association for the entire THE PLUM Project.

B. THE PLUM Covenants. In addition to the provisions contained herein, the Condominium Units and the Condominium Property are subject to all terms contained in THE PLUM Declaration of Covenants and Restrictions as recorded in Official Record Book 3552, page 1488, et seq, Public Records of Palm Beach County, Florida, as they may be amended from time to time, and to the Articles of Incorporation and By-Laws of THE PLUM AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC.

C. Assessments. As provided in THE PLUM Declaration of Covenants and Restrictions, the Homeowners Association has the power to levy and collect an annual assessment, special assessments and individual assessments from each Unit Owner for the maintenance, repair and replacement of certain recreational and other Common Area facilities to be owned or maintained by the Homeowners Association for the use of property owners in THE PLUM Project. The Homeowners Association shall also act as the collection agent for the assessments charged by the BOCA POINTE COMMUNITY ASSOCIATION and THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION.

D. Lien. Each Unit Owner, by virtue of taking title to a Condominium Parcel, agrees that to secure the Unit Owner's obliga-

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tion to pay assessments, the Homeowners Association shall have a lien on each Condominium Unit in this Condominium as provided in the Articles of Incorporation, By-Laws and Declaration of Covenants and Restrictions.

E. Covenants. Each Unit Owner, his heirs, successors and assigns, shall be bound by said THE PLUM Declaration of Covenants and Restrictions and the Articles of Incorporation and By-Laws of the Homeowners Association to the same extent and effect as if he had executed said documents for the purposes therein expressed.

F. Not Part of Condominium Property. None of the facilities or properties owned by the Homeowners Association shall be deemed a part of the Condominium Property of the Condominium created by virtue of this Declaration of Condominium; however, all covenants, conditions, promises and obligations contained in the Articles of Incorporation, By-Laws and BOCA POINTE Declaration of Covenants and Restrictions and those contained in this Declaration of Condominium and Exhibits attached hereto, where applicable or implied by law, are covenants running with the Condominium Property, including all Condominium Parcels.

ARTICLE XXI
ASSIGNABILITY OF RIGHTS OF DEVELOPER

The rights and privileges reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors-in-interest of the Developer and/or the successor or successors-in-interest of the nominees, assignees or designees of the nominees, assignees or designees of the Developer.

ARTICLE XXII
EXECUTION OF DOCUMENTS REQUIRED
BY PALM BEACH COUNTY, FLORIDA

The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by Palm Beach County, Florida. To the extent that said documents require the joinder of any or all property owners in this Condominium, each of said owners, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

ARTICLE XXIII
CONDOMINIUM START-UP ASSESSMENT

At the time the Developer sells and closes a Condominium Unit to a purchaser (purchaser thereby becoming a Unit Owner in the Condominium), the purchaser shall deposit with the Association the amount of ONE HUNDRED DOLLARS (\$100.00). This sum shall be deposited into a condominium start-up fund ("start-up fund") for the purpose of initial maintenance, reserves, emergency needs, initial and nonrecurring items, capital expenses, permits, licenses, utility deposits and advance premiums for insurance policies and coverages pursuant to this Declaration and the Exhibits attached hereto. If the Developer has paid any of the foregoing expenses or items, on behalf of the Association, then any such expenses or items shall be paid to the Developer from the start-up fund. The start-up fund may be commingled by the Association with any of its other funds.

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ARTICLE XXIV
REMEDIES

A. Relief. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Act or law. Suit may be brought by the Association, the management firm, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorney's fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other Unit Owners and that such injury may be irreparable.

B. Costs and Attorney's Fees. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the Association (if it is not a Defendant) or any management firm, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorney's fees. Further, in the event the proceedings are instituted by or against the Developer or any management firm or any affiliated company of the same or any individual connected with the same (including, but not limited to the officers and directors of the Developer or the initial directors of the Association) for any reason whatsoever, including but not limited to (1) actions for declaratory judgment, (2) any claim that any of the above have not complied with their obligations under the Offering Circular, this Declaration and its Exhibits, or (3) that any provision of the same is unconscionable, unfair (or the like) or violates any State or Federal Law or regulation, and if the Developer or any management firm and affiliated companies and individuals connected with the same are the prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorney's fees at all levels of the proceedings, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from Palm Beach County for the purpose of testifying at trial or deposition; expert witnesses' fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; and witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

C. No Waiver. The failure of the Association, any management firm, the Developer or Unit Owners to enforce any right, provisions, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the By-Laws and/or, the Rules and Regulations shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

D. Rights Cumulative. All rights, remedies and privileges granted to the Association, any management firm, the Developer and Unit Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions

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hereof not to plead or defend the same on the theory of "election of remedies."

E. Venue; Waiver of Trial by Jury. Every Unit Owner or occupant and all person claiming any interest in the Condominium Unit do hereby agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the 15th Judicial Circuit, in and for Palm Beach County, Florida or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Developer and any management firm do hereby waive the right to trial by jury and consent to the trial by the court without a jury.

F. Appointment of Agent. Should suit be instituted, the Unit Owners or occupants do hereby irrevocably appoint the Secretary of State of the state of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not residing in Palm Beach County, Florida. The provisions of this Subparagraph F. shall not be applicable to the Developer or any management firm.

ARTICLE XXV AMENDMENTS REQUIRED BY MORTGAGEES

There shall automatically be incorporated as part of this Declaration and, where applicable, the By-Laws of the Association, any and all provisions which now or hereafter may be required by any agency of the United States Government which holds a first mortgage encumbering the Unit or insures to the holder thereof the payment of the same, and the provisions required by any such governmental agency shall supersede any conflicting matters contained in this Declaration or the By-Laws. Should the governmental agency require an amendment to this Declaration or the By-Laws, then said amendment may be made and filed by the Developer or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit Owner.

ARTICLE XXVI MISCELLANEOUS PROVISIONS

A. No Exemption from Assessments. The Owner of a Condominium Unit may not exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Condominium Unit.

B. Ad Valorem Taxation. The Owners of each and every Condominium Unit shall return the same for the purpose of ad valorem taxes with the Property Appraiser of Palm Beach County, or such other legally authorized government authority or officer as may from time to time have jurisdiction over the same. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the evaluations herein prescribed. Each Unit Owner shall pay such ad valorem taxes and special assessments as are separately assessed against his "Condominium Unit."

For the purposes of ad valorem taxation, the interests of each Unit Owner of a "Condominium Unit" and in the "Common Elements," shall be considered as one taxable Unit. The value of such Unit shall be determined by dividing the value of the entire Condominium, including land and improvements, by the percentage that has been assigned to said Condominium Unit as set forth in this Declaration. The total of all of said percentages equals one

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hundred percent (100%) of the value of all of the land and improvements thereon.

C. Covenants Run With the Land. All provisions of this Declaration and Exhibits attached hereto and amendments thereof shall be construed to be covenants running with the land and of every party thereof and interest therein including, but not limited to, every unit and the appurtenances thereof, and shall be binding on every Unit Owner and claimant of the Condominium Property or any part thereof, or of any interest therein, and his heirs, personal representatives, successors and assigns.

D. Severability. If any provisions of this Declaration of Condominium and the Exhibits attached hereto or of the Condominium Act or any section, sentence, phrase or word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration and the Exhibits attached thereto, or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

E. Notices. Whenever notices are required to be sent hereunder, the same shall be delivered to Unit Owners by mail, addressed to such Unit Owners, at their place of residence on the Condominium Property, unless the Unit Owner has, by prior written notice duly receipted for, specified a different address for such purpose. Proof of such mailing by the Association shall be given by an Affidavit of the person mailing said notices. Notice to the Association shall be delivered by mail to the office of the Association at 7200 Camino Real Centre, Suite 300, Boca Raton, Florida 33432. Notices to the Developer shall be delivered by mail to the office of the Developer at 7200 Camino Real Centre, Suite 300, Boca Raton, Florida 33432. All notices shall be deemed given and received on the first mail delivery date of the U.S. Post Office following the date of mailing if sent in the manner provided herein. Any party may change its mailing address by written notice duly receipted for. Notices required to be given the personal representative of a deceased Owner, or devisee when there is no personal representative, shall be delivered by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered. The change of mailing address of any party to this Declaration of the Condominium shall not require any amendment to this Declaration.

F. Combining Units. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Board of Directors of the Association from removing, or authorizing the removal, of any party wall between any Condominium Units owned by the same Unit Owner in order that the said Units might be used together as one integral Unit. In such event, all assessments, voting rights and the share of Common Elements shall be calculated as if such Units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Unit Owner of such "combined" Units shall be treated as the Unit Owner of as many Units as have been so combined.

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

H. Subject Clause as to the Land. The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions and all matters of record, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes and easements for utility service and drainage now existing or

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hereafter granted by the Developer for the benefit of such persons as the Developer designates. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall be subject to said easements not structurally weakening the building(s) and improvements upon the Condominium Property and not unreasonably interfering with the enjoyment of the Condominium Property by the Association's members.

The Condominium Association and its members, and the Developer, its successor and assigns, are hereby granted an easement for ingress and egress over, through and across the graded and/or paved area of the Common Elements, other than the parking spaces, which is intended for vehicular and pedestrian traffic, and such parties are further granted a pedestrian easement over, through and across sidewalks, paths, halls, lands, and public areas of the Condominium buildings, improvements and land and recreation areas and facilities. The easements provided above are hereby granted by virtue of the execution of this Declaration and Exhibits attached, by the Condominium Association and the Developer, to each other and the Developer's designees including the Condominium Association and its members and Owners or lessees of land adjacent thereto as determined by the Developer.

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

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

K. No Warranties. The Developer specifically disclaims making or intending to have made any warranty or representation in connection with the Condominium Property or the Condominium Documents, except as specifically set forth herein or in the Florida Condominium Act, and no person shall rely upon any warranty or representation not so specifically made.

L. No Time-Share Estates. No time-share estates shall be, will or may be created with respect to Units in this Condominium.

M. These Documents Control. Notwithstanding the fact that the present provisions of the Condominium Act of the state of Florida are incorporated by reference herein, the provisions of this Declaration and of the Exhibits hereto shall be paramount where permissive variances are permitted.

N. No Partition. No Unit Owner shall bring, or have any right to bring, any act of partition or for division of the Condominium Property other than as described in Article XXVIF. above.

O. Controlling Law. This Declaration of Condominium and the Exhibits thereto shall be interpreted under the laws of the state of Florida. The venue of any litigation arising herefrom, including appellate proceedings, shall be Palm Beach County, Florida.

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JOINDER AND ACCEPTANCE

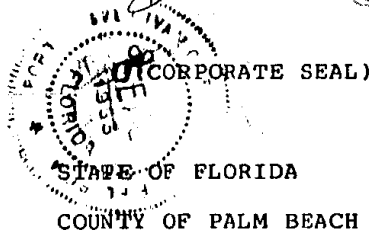
FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations, and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed and attested by its Secretary, this 21st day of November, 1986.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Kristal Lauer

A.J. Thomas



THE PLUM AT BOCA POINTE
CONDOMINIUM ASSOCIATION, INC.

By: George Trippe
GEORGE TRIPPE
President

ATTEST: Kim J. Juhl
KIM J. JUHL
Secretary

BEFORE ME, the undersigned authority, personally appeared GEORGE TRIPPE and KIM J. JUHL, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC., and they severally acknowledged before me that they executed such instrument as such officers of said corporation, and that the seal affixed thereto is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal at the County and State aforesaid this 21st day of November, 1986.



K. J. Retroni
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 31, 1990

85085 P0567

JOINDER

FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, BOCA POINTE COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, hereby joins in and approves all of the provisions of this Declaration of Condominium and the Exhibits attached hereto.

IN WITNESS WHEREOF, BOCA POINTE COMMUNITY ASSOCIATION, INC., a Florida nonprofit corporation, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed and attested by its Secretary, this 24th day of November, 1986.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BOCA POINTE COMMUNITY
ASSOCIATION, INC.

By: [Signature]
President

Attest: Carol White
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared KATHRYN C. WHEELER and LORI L. WHITE, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of BOCA POINTE COMMUNITY ASSOCIATION, INC., and they severally acknowledged before me that they executed such instrument as such officers of said corporation, and that the seal affixed thereto is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal at the County and State aforesaid
this 24 day of November, 1986.

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 31, 1990

8950458058

JOINDER OF MORTGAGEE

UNITED SAVINGS BANK (f/k/a UNITED SAVINGS AND LOAN ASSOCIATION), hereinafter called "Mortgagee," the owner and holder of three Mortgages made by PORTEN SULLIVAN CORPORATION OF FLORIDA, a Florida corporation, hereinafter called "Mortgagor," upon those lands described in Exhibit "A" attached hereto and hereby made a part hereof, which Mortgages are more particularly described as follows:

1. Mortgage Dated December 9, 1983, and recorded December 13, 1983, in Official Record Book 4107, Page 1824, Public Records of Palm Beach County, Florida;
2. Mortgage dated March 1, 1984, and recorded March 6, 1984, in Official Record Book 4177, Page 1964, Public Records of Palm Beach County, Florida;
3. Mortgage dated January 8, 1985, recorded January 17, 1985, in Official Record Book 4446, Page 1654, Public Records of Palm Beach County, Florida;

joins in the making of the Declaration of a Condominium of THE PLUM AT BOCA POINTE CONDOMINIUM NO. 10, a Condominium filed by PORTEN SULLIVAN CORPORATION OF FLORIDA, and Mortgagee agrees that the lien of its Mortgages, insofar as said Mortgages encumber the real property which has been submitted to condominium ownership according to the Declaration of Condominium of THE PLUM AT BOCA POINTE CONDOMINIUM NO. 10, shall be upon the following described property located in Palm Beach County, Florida:

All of the Condominium Units of THE PLUM AT BOCA POINTE CONDOMINIUM NO. 10, according to the Declaration of Condominium thereof, together with all appurtenances to the Condominium Units, including, but not limited to, all of the undivided shares of the Common Elements.

It being understood and agreed that this Joinder of Mortgage shall not affect any other real property or any other terms of the Mortgage referred to above except as herein stated.

IN WITNESS WHEREOF, the Mortgagee has executed this Joinder this 21ST day of NOVEMBER, 1986.

Signed, Sealed and Delivered
in the presence of:

UNITED SAVINGS BANK

By: [Signature]

Its Vice President

(CORPORATE SEAL)

85085 P0569

STATE OF VIRGINIA)
) ss
COUNTY OF FAIRFAX)

BEFORE ME, personally appeared DAVID W. MARTINISKO,
Vice President of UNITED SAVINGS BANK, to me known and known to me
to be the person described in and who executed the foregoing
instrument, and he acknowledged before me that he executed the
same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State of
last aforesaid this 21TH day of NOVEMBER, 1986.

Ryne R. [Signature]
NOTARY PUBLIC

My Commission Expires: April 14, 1989

85085 P0570

EXHIBIT "A"

To

DECLARATION OF CONDOMINIUM OF THE PLUM
AT BOCA POINTE CONDOMINIUM NO. 10

Legal Description of Real Property
Comprising THE PLUM AT BOCA
POINTE CONDOMINIUM NO. 10

This is not a certified copy

85085 P0571

DECLARATION OF CONDOMINIUM OF THE PLUM

AT BOCA POINTE CONDOMINIUM NO. 10

LEGAL DESCRIPTION OF REAL PROPERTY
COMPRISING THE PLUM AT BOCA
POINTE CONDOMINIUM NO. 10

LEGAL DESCRIPTION: BUILDING 26

A portion of Tract "C" of Boca Pointe No. 3, according to the Plat thereof, as recorded in Plat Book 46, pages 123, 124 and 125 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Tract "C"; thence N. 89° 36' 55" E. along the South line of said Tract "C", a distance of 212.52 feet; thence N. 00° 23' 05" W., a distance of 211.27 feet to the POINT OF BEGINNING of this description; thence continue N. 00° 23' 05" W., a distance of 66.00 feet; thence N. 89° 36' 55" E., a distance thence 110.00 feet; thence S. 00° 23' 05" E., a distance of 66.00 feet; thence S. 89° 36' 55" W., a distance of 110.00 feet to the POINT OF BEGINNING.

Said lands situate in Palm Beach County, Florida.

LEGAL DESCRIPTION: BUILDING 27

A portion of Tract "C" of Boca Pointe No. 3, according to the Plat thereof, as recorded in Plat Book 46, pages 123, 124 and 125 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Tract "C"; thence N. 89° 35' 55" E. along the South line of said Tract "C", a distance of 290.10 feet; thence N. 00° 23' 05" W., a distance of 55.10 feet to the POINT OF BEGINNING of this description; thence continue N. 00° 23' 05" W., a distance of 134.00 feet; thence N. 89° 36' 55" E., a distance of 66.00 feet; thence S. 00° 23' 05" E., a distance of 134.00 feet; thence S. 89° 36' 55" W., a distance of 66.00 feet to the POINT OF BEGINNING.

Said lands situate in Palm Beach County, Florida.

LEGAL DESCRIPTION: BUILDING 28

A portion of Tract "C" of Boca Pointe No. 3, according to the Plat thereof, as recorded in Plat Book 46, pages 123, 124 and 125 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Tract "C"; thence N. 89° 36' 55" E. along the South line of said Tract "C", a distance of 133.10 feet; thence N. 00° 23' 05" W., a distance of 57.27 feet to the POINT OF BEGINNING of this description; thence continue N. 00° 23' 05" W., a distance of 66.00 feet; thence N. 89° 36' 55" E., a distance thence 110.00 feet; thence S. 00° 23' 05" E., a distance of 66.00 feet; thence S. 89° 36' 55" W., a distance of 110.00 feet to the POINT OF BEGINNING.

Said lands situate in Palm Beach County, Florida.

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LEGAL DESCRIPTION: BUILDING 29

A portion of Tract "C" of Boca Pointe No. 3, according to the Plat thereof, as recorded in Plat Book 46, pages 123, 124 and 125 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Tract "C"; thence N. 89° 36' 55" E. along the South line of said Tract "C", a distance of 20.10 feet; thence N. 00° 23' 05" W., a distance of 51.23 feet to the POINT OF BEGINNING of this description; thence continue N. 00° 23' 05" W., a distance of 158.00 feet; thence N. 89° 36' 55" E., a distance of 66.00 feet; thence S. 00° 23' 05" E., a distance of 158.00 feet; thence S. 89° 36' 55" W., a distance of 66.00 feet to the POINT OF BEGINNING.

Said lands situate in Palm Beach County, Florida.

LEGAL DESCRIPTION: BUILDING 30

A portion of Tract "C" of Boca Pointe No. 3, according to the Plat thereof, as recorded in Plat Book 46, pages 123, 124 and 125 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Tract "C"; thence N. 89° 36' 55" E. along the South line of said Tract "C", a distance of 20.10 feet; thence N. 00° 23' 05" W., a distance of 224.30 feet to the POINT OF BEGINNING of this description; thence continue N. 00° 23' 05" W., a distance of 182.00 feet; thence N. 89° 36' 55" E., a distance of 66.00 feet; thence S. 00° 23' 05" E., a distance of 182.00 feet; thence S. 89° 36' 55" W., a distance of 66.00 feet to the POINT OF BEGINNING.

Said lands situate in Palm Beach County, Florida.

LEGAL DESCRIPTION: BUILDING 31

A portion of Tract "C" of Boca Point No. 3, according to the Plat thereof, as recorded in Plat Book 46, pages 123, 124 and 125 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Tract "C"; thence N. 89° 36' 55" E. along the South line of said Tract "C", a distance of 130.76 feet; thence N. 00° 23' 05" W., a distance of 337.27 feet to the POINT OF BEGINNING of this description; thence continue N. 00° 23' 05" W., a distance of 66.00 feet; thence N. 89° 36' 55" E., a distance of 178.00 feet; thence S. 00° 23' 05" E., a distance of 66.00 feet; thence S. 89° 36' 55" W., a distance of 178.00 feet to the POINT OF BEGINNING.

Said lands situate in Palm Beach County, Florida.

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EXHIBIT "A-1"

To

DECLARATION OF CONDOMINIUM OF THE PLUM
AT BOCA POINTE CONDOMINIUM NO. 10

Legal Description of THE PLUM Project

This is not a certified copy

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LEGAL DESCRIPTION

DESCRIPTION:

ALL OF TRACT "C" OF BOCA POINTE NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGES 123, 124 & 125 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

CONTAINING 28.60 ACRES, MORE OR LESS.

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EXHIBIT "B"

To

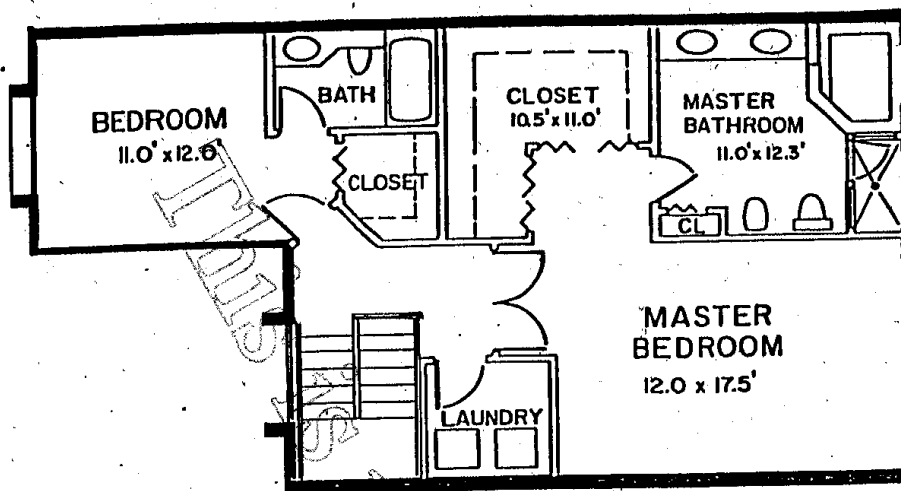
DECLARATION OF CONDOMINIUM OF THE PLUM
AT BOCA POINTE CONDOMINIUM NO. 10

Plot Plan, Survey and Graphic Descriptions

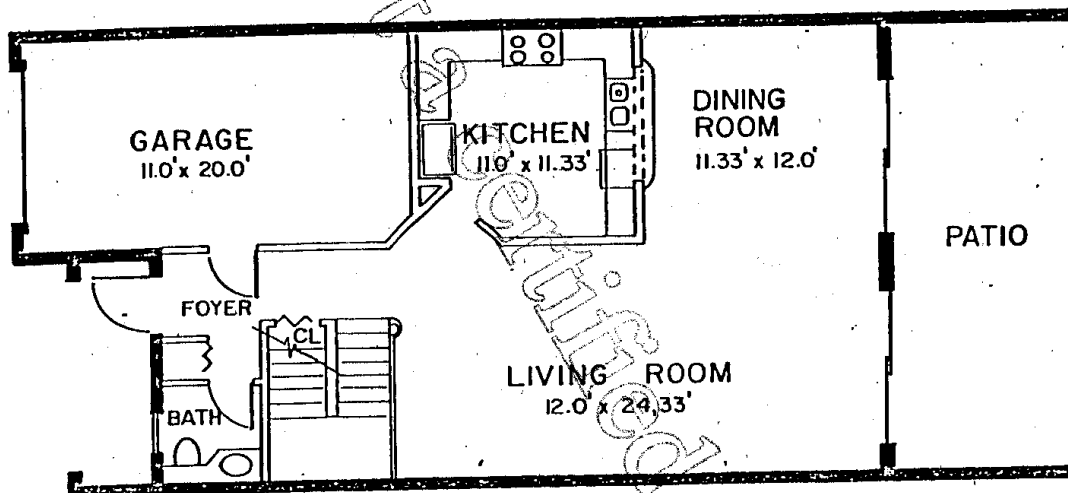
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THE PLUM A CONDOMINIUM



SECOND FLOOR PLAN



FIRST FLOOR PLAN

TOWNHOUSE

CORTINA "A"

NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY. REFER TO EXHIBIT "B" OF THE DECLARATION OF CONDOMINIUM OF THE PLUM A CONDOMINIUM, FOR ALL DIMENSIONS.

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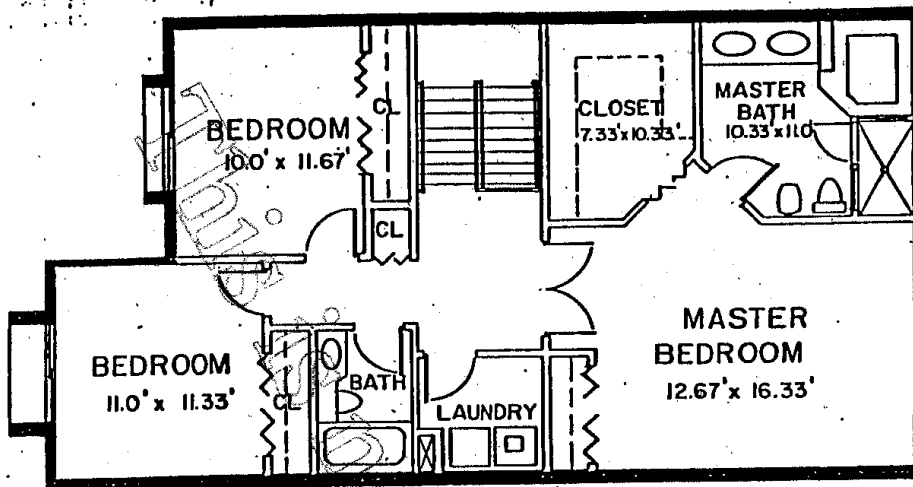
CAULFIELD & WHEELER, INC.

Land Surveyors - Consulting Engineers

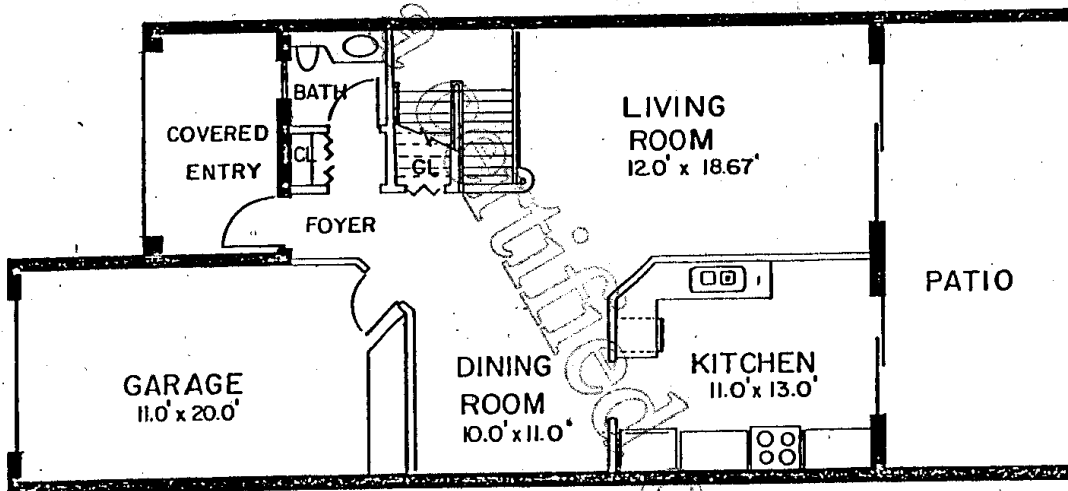
2290 N.W. Second Avenue Suite 3
Boca Raton, Florida 33432 (305) 392-1991

DESCRIPTION	DATE	F.B.	FILE

THE PLUM A CONDOMINIUM



SECOND FLOOR PLAN



FIRST FLOOR PLAN
TOWNHOUSE
CORTINA "B"

NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY. REFER TO EXHIBIT "B" OF THE DECLARATION OF CONDOMINIUM OF THE PLUM A CONDOMINIUM, FOR ALL DIMENSIONS.

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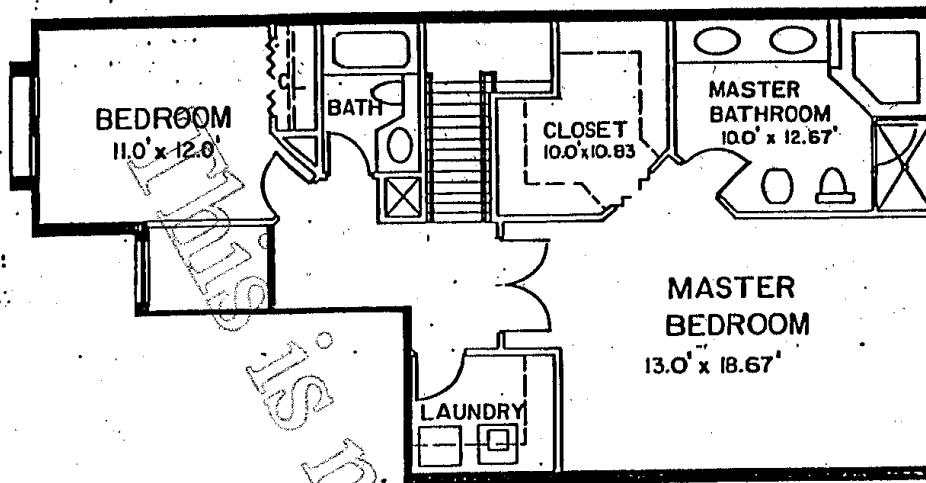
CAULFIELD & WHEELER, INC.
Land Surveyors • Consulting Engineers

2290 N.W. Second Avenue Suite 3
Boca Raton, Florida 33432 (305) 392-1991

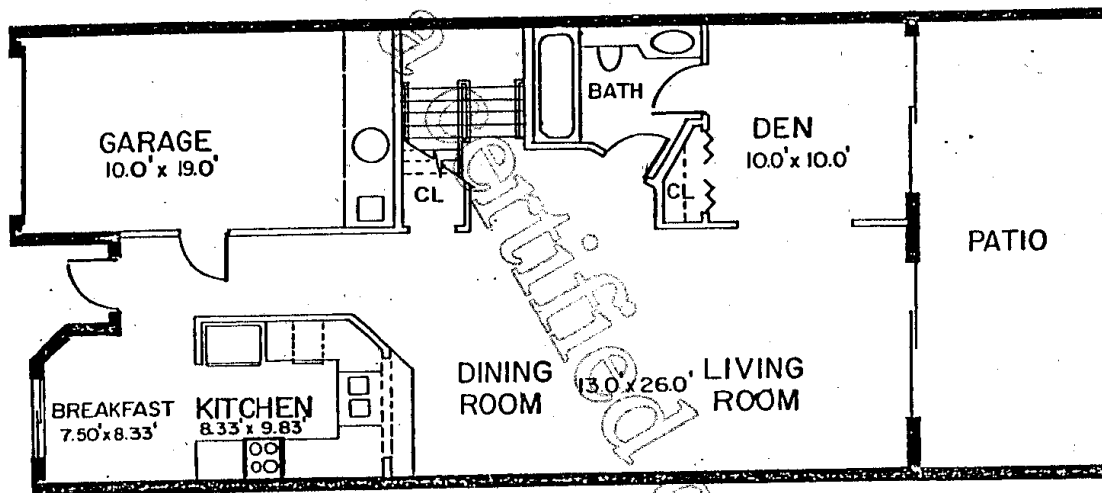
DESCRIPTION	DATE	F.B.	FIL

THE PLUM

A CONDOMINIUM



SECOND FLOOR PLAN



FIRST FLOOR PLAN
TOWNHOUSE
CORTINA "C"

NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY. REFER TO EXHIBIT "B" OF THE DECLARATION OF CONDOMINIUM OF THE PLUM A CONDOMINIUM, FOR ALL DIMENSIONS.

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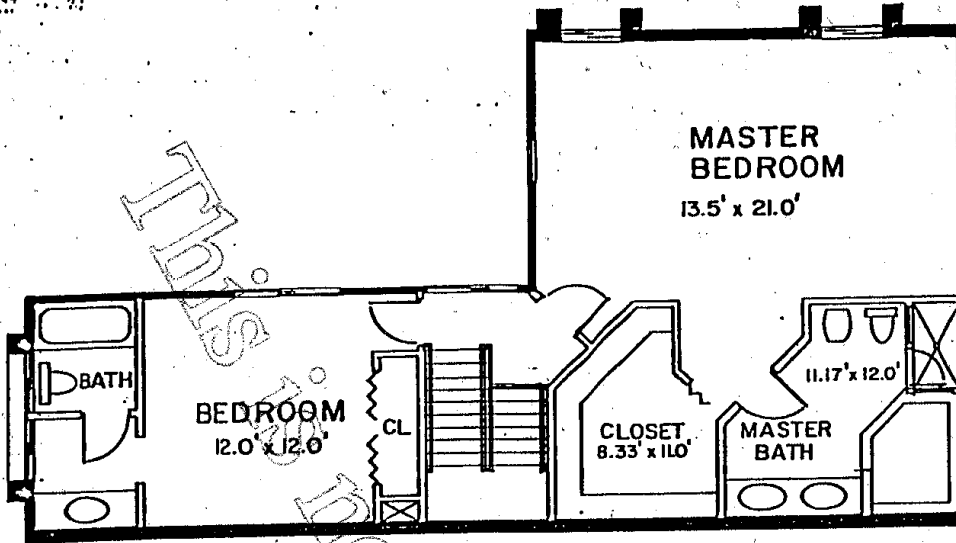


CAULFIELD & WHEELER, INC.
Land Surveyors - Consulting Engineers

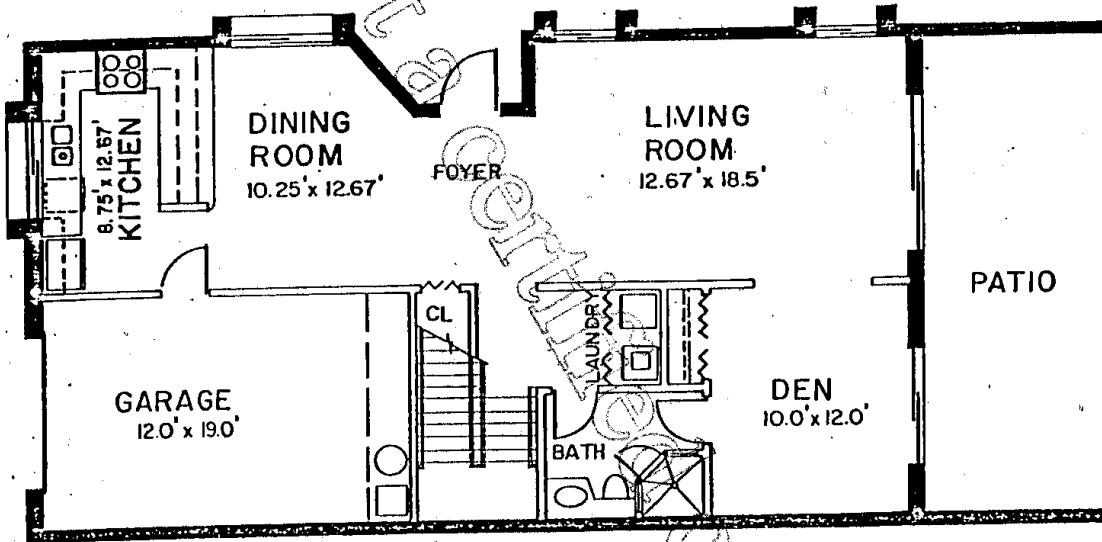
2290 N.W. Second Avenue Suite 3
Boca Raton, Florida 33432 (305) 392-1991

DESCRIPTION	DATE	F.B.	FIL

THE PLUM A CONDOMINIUM



SECOND FLOOR PLAN



FIRST FLOOR PLAN

TOWNHOUSE

CORTINA "D"

NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY. REFER TO EXHIBIT "B" OF THE DECLARATION OF CONDOMINIUM OF THE PLUM A CONDOMINIUM, FOR ALL DIMENSIONS.

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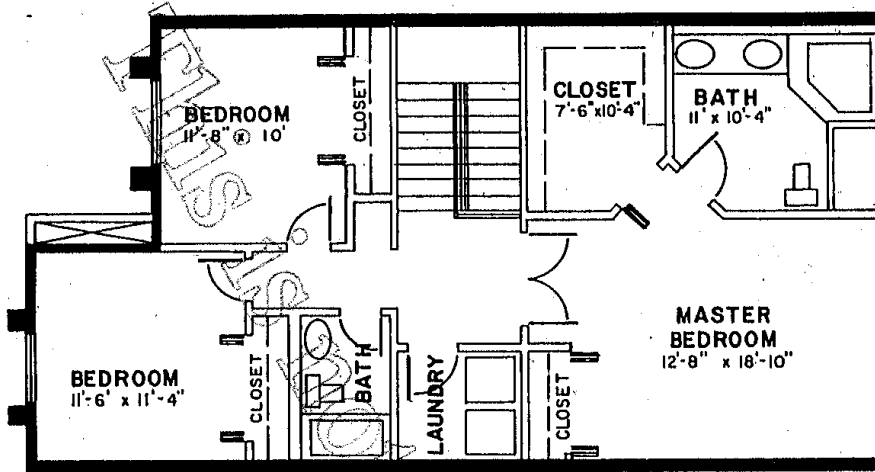


CAULFIELD & WHEELER, INC.
Land Surveyors • Consulting Engineers

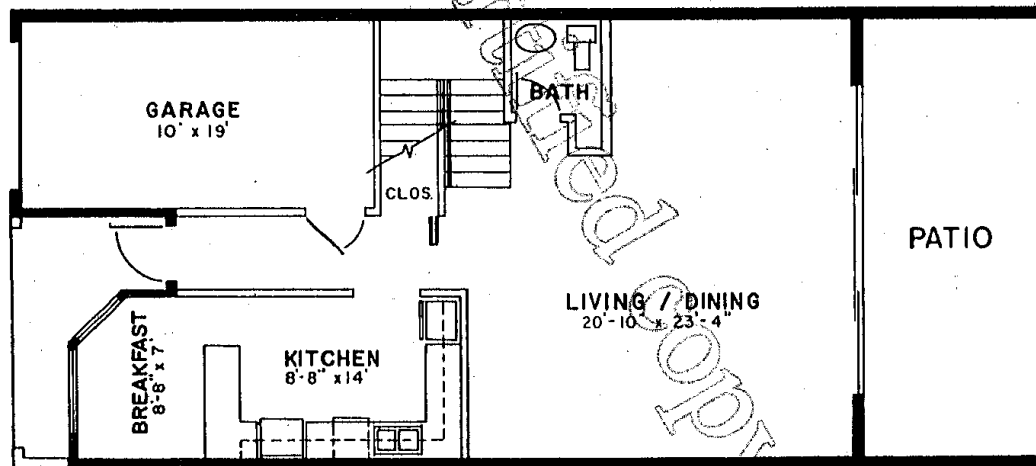
2290 N.W. Second Avenue Suite 3
Boca Raton, Florida 33432 (305) 392-1991

DESCRIPTION	DATE	F.B.	FI

THE PLUM A CONDOMINIUM



SECOND FLOOR PLAN



FIRST FLOOR PLAN
TOWNHOUSE
CORTINA "E"

NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY. REFER TO EXHIBIT "B" OF THE DECLARATION OF CONDOMINIUM OF THE PLUM A CONDOMINIUM, FOR ALL DIMENSIONS.

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Land Surveyors • Consulting Engineers

2290 N.W. Second Avenue Suite 3
Boca Raton, Florida 33432 (305) 392-1991

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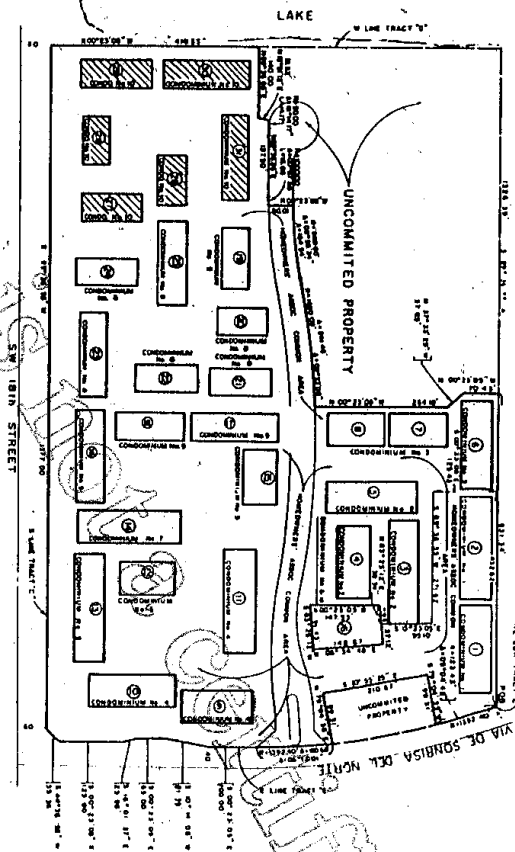
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THE PLUM AT BOCA POINTE

A CONDOMINIUM PROJECT

PART OF PUD

A PORTION OF TRACT C OF BOCA POINTE No. 3
SECTION 34, TWP 47 S, RGE 42 E, PALM BEACH COUNTY, FLORIDA



SURVEY

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

EXHIBIT B, PAGE 1
ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM OF
THE PLUM AT BOCA POINTE

CAULFIELD & WHEELER, INC.
1111 N. W. 10th Ave., Suite 100
Fort Lauderdale, Florida 33304
(305) 463-1111

	DATE	FILED	RECORDED	1111
	BY	FILED	RECORDED	
	FILED BOOK / PAGE	FILED	RECORDED	
	FILED	RECORDED		

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THE PLUM AT BOCA POINTE

CONDOMINIUM No. 10

PART OF P.U.D.
A PORTION OF "TRACT C" OF BOCA POINTE No. 3
SECTION 34, TWP. 47 S., RGE. 42 E., PALM BEACH COUNTY, FLORIDA

PROPOSED
IMPROVEMENTS

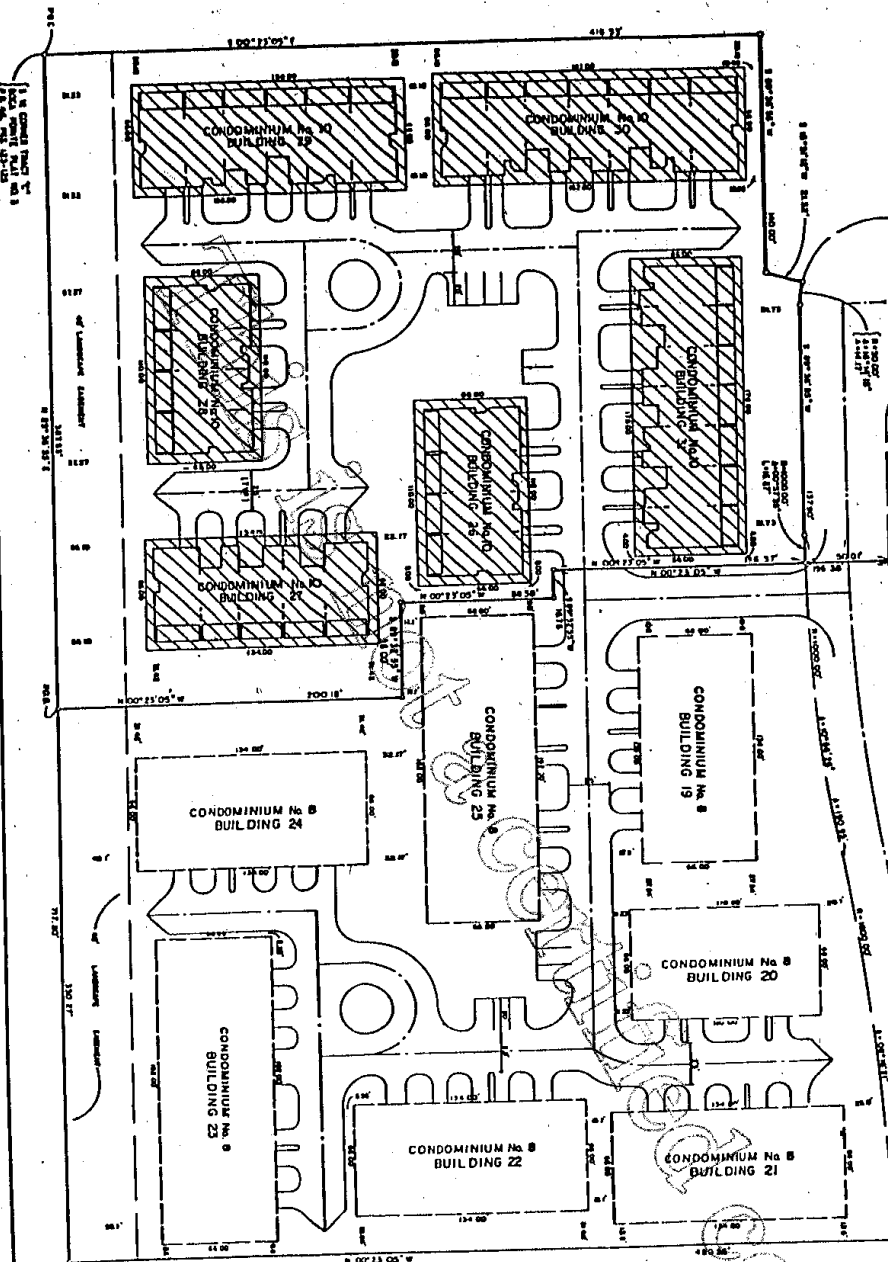


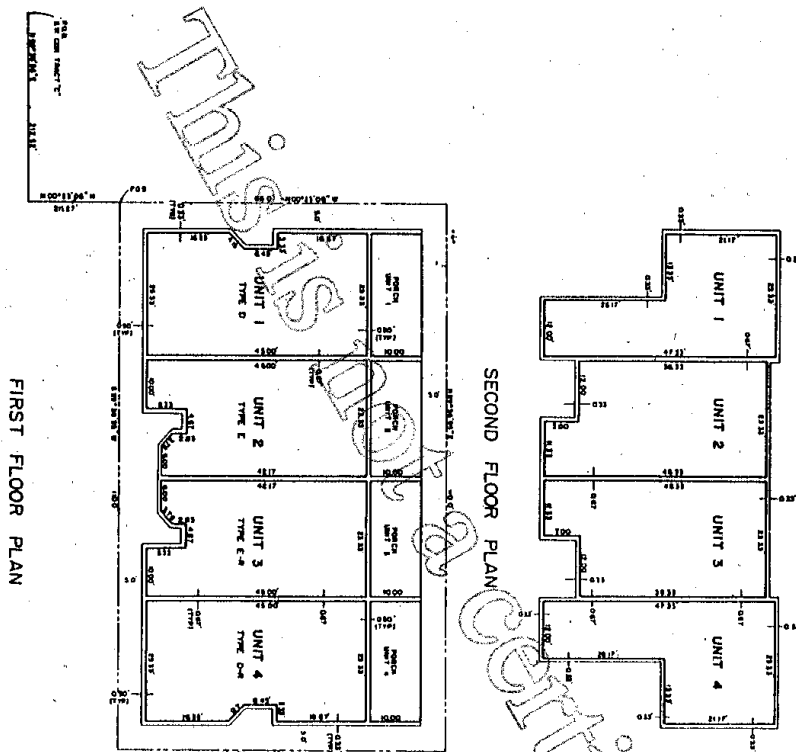
EXHIBIT "B" PAGE 2
ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM OF
THE PLUM AT BOCA POINTE

CAULFIELD & WHEELER, INC.
1000 N. W. 10th Avenue, Suite 100
Fort Lauderdale, Florida 33304
Phone (305) 461-1111

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PART OF PUD.
A PORTION OF "TRACT C" OF BOCA POINTE, NO. 3
SECTION 34, TWP. 47 S., RGE. 42 E., PALM BEACH COUNTY, FLORIDA

BUILDING No. 26

[illegible]

CAULFIELD & WHEELER, INC.
 2780 W. 99 Second Avenue
 Boca Raton, Florida 33431
 (305) 993-4951

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ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM OF,
THE PLUM AT BOCA POINTE

DATE 8/12/99 TIME 1200 - ON
 NAME 7-24 ADDRESS 2006
 PHONE 1234 5678 CREDIT 100
 TOTAL 100

REVIEWS

FILED

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CONDOMINIUM No. 10

PART OF PUD.
A PORTION OF "TRACT C" OF BOCA POINTE NO. 3
SECTION 34, TWP 47 S., RGE. 42 E., PALM BEACH COUNTY, FLORIDA

BUILDING No.27

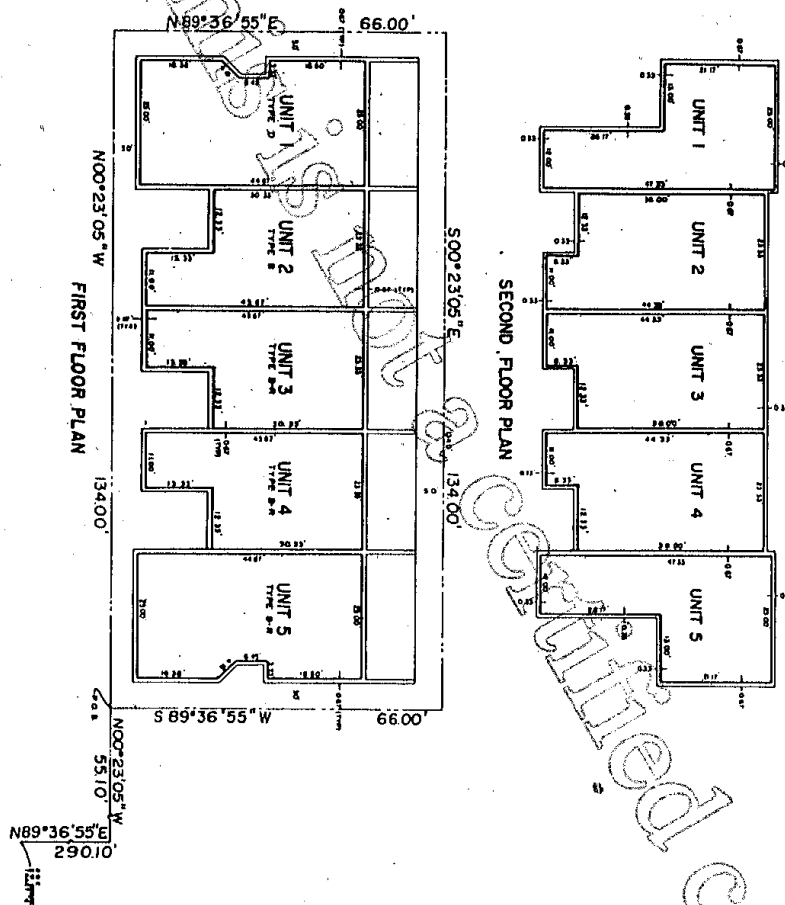
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THE PLUM AT BOCA POINTE

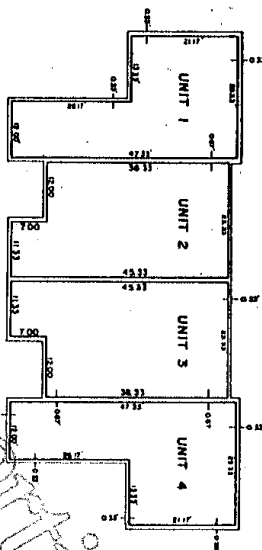
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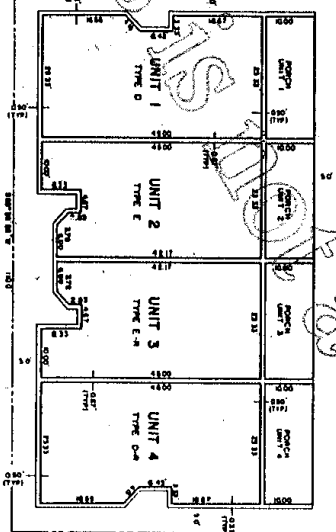
A diagram showing a lens-like shape with a grid pattern. A horizontal axis passes through the center of the lens, with a label 'z' on the left side.

PART OF PUD.
A PORTION OF "TRACT C" OF BOCA POINTE No. 3
SECTION 34, TWP. 47 S., RGE. 42 E., PALM BEACH COUNTY, FLORIDA

BUILDING No. 28



SECOND FLOOR PLAN



FIRST FLOOR PLAN

[illegible]

CAULFIELD & WHEELER, INC.
Land Surveyors • Estimating Engineers
2795 W. Second Avenue Suite 1
Boys Ranch, Florida 33411 • 305 367-1961

EXHIBIT "B", PAGE
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DECLARATION OF CONDOMINIUM OF,
THE PLUM AT BOCA POINTE

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1-10

REVISIONS	FILE

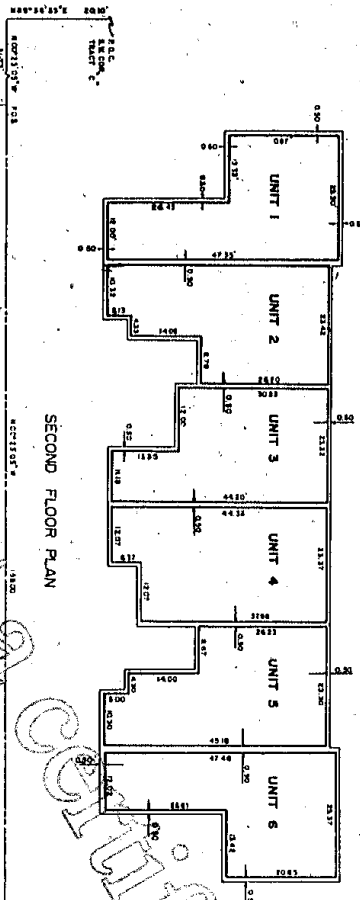
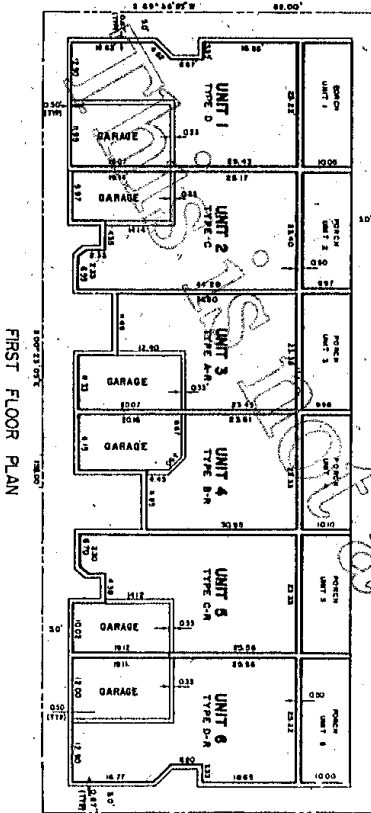
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

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THE PLUM AT BOCA POINTE

CONDOMINIUM No.10

PART OF P.U.D.
A PORTION OF "TRACT C" OF BOCA POINTE No. 3
SECTION 34, TWP. 47 S., RGE. 42 E., PALM BEACH COUNTY, FLORIDA
BUILDING No.29



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

- SECTION 1. Building is a portion of Tract C of Boca Pointe No. 3, according to the plat recorded in Public Record No. 10,000, dated 10/10/84, in the Public Records of Palm Beach County, Florida.
- SECTION 2. The building is a portion of Tract C of Boca Pointe No. 3, according to the plat recorded in Public Record No. 10,000, dated 10/10/84, in the Public Records of Palm Beach County, Florida.
- SECTION 3. The building is a portion of Tract C of Boca Pointe No. 3, according to the plat recorded in Public Record No. 10,000, dated 10/10/84, in the Public Records of Palm Beach County, Florida.
- SECTION 4. The building is a portion of Tract C of Boca Pointe No. 3, according to the plat recorded in Public Record No. 10,000, dated 10/10/84, in the Public Records of Palm Beach County, Florida.
- SECTION 5. The building is a portion of Tract C of Boca Pointe No. 3, according to the plat recorded in Public Record No. 10,000, dated 10/10/84, in the Public Records of Palm Beach County, Florida.
- SECTION 6. The building is a portion of Tract C of Boca Pointe No. 3, according to the plat recorded in Public Record No. 10,000, dated 10/10/84, in the Public Records of Palm Beach County, Florida.
- SECTION 7. The building is a portion of Tract C of Boca Pointe No. 3, according to the plat recorded in Public Record No. 10,000, dated 10/10/84, in the Public Records of Palm Beach County, Florida.
- SECTION 8. The building is a portion of Tract C of Boca Pointe No. 3, according to the plat recorded in Public Record No. 10,000, dated 10/10/84, in the Public Records of Palm Beach County, Florida.
- SECTION 9. The building is a portion of Tract C of Boca Pointe No. 3, according to the plat recorded in Public Record No. 10,000, dated 10/10/84, in the Public Records of Palm Beach County, Florida.
- SECTION 10. The building is a portion of Tract C of Boca Pointe No. 3, according to the plat recorded in Public Record No. 10,000, dated 10/10/84, in the Public Records of Palm Beach County, Florida.

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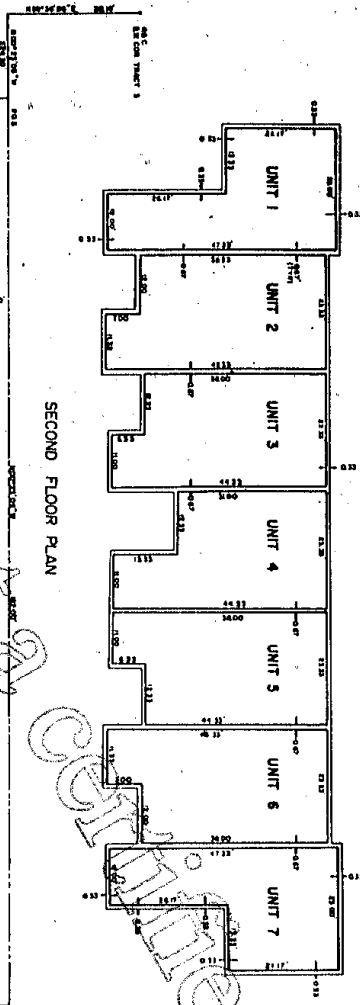


THE PLUM AT BOCA POINTE CONDOMINIUM No. 10

PART OF PUD
A PORTION OF "TRACT C" OF BOCA POINTE No. 3
SECTION 34, TWP. 47 S., RGE. 42 E., PALM BEACH COUNTY, FLORIDA

BUILDING No. 30

SECOND FLOOR PLAN



FIRST FLOOR PLAN

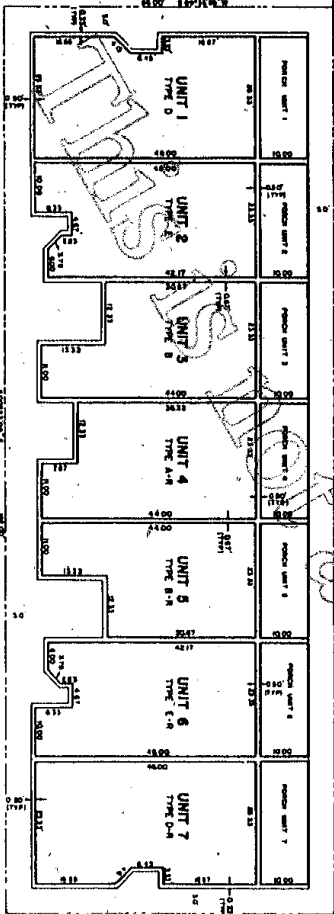


EXHIBIT "B", PAGE
ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM OF,
THE PLUM AT BOCA POINTE

1. Each unit is identified by a number as shown on the floor plan.

2. The common areas of each unit are as follows:

a. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior walls, ceiling, floor, and fixtures.

b. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's exterior walls, roof, and fixtures.

c. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior doors, windows, and shutters.

d. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior lighting fixtures.

e. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior painting.

f. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior landscaping.

3. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior appliances, including but not limited to the refrigerator, stove, oven, dishwasher, and air conditioning unit.

4. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior furniture, including but not limited to the sofa, chairs, and tables.

5. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the sink, toilet, and bathtub.

6. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the light fixture, mirror, and artwork.

7. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the door handle, lock, and key.

8. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the window blind, curtain, and shade.

9. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the floor mat, rug, and carpet.

10. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the wall outlet, switch, and breaker.

11. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the door knob, handle, and pull.

12. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the window frame, sill, and pane.

13. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the door frame, threshold, and jamb.

14. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the window blind, curtain, and shade.

15. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the floor mat, rug, and carpet.

16. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the wall outlet, switch, and breaker.

17. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the door knob, handle, and pull.

18. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the window frame, sill, and pane.

19. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the door frame, threshold, and jamb.

20. The unit owner shall be responsible for the maintenance, repair, and replacement of the unit's interior and exterior fixtures, including but not limited to the window blind, curtain, and shade.



EXHIBIT "B", PAGE
ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM OF,
THE PLUM AT BOCA POINTE

DATE	FILED
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when received.

EXHIBIT "C"

To

DECLARATION OF CONDOMINIUM OF THE PLUM
AT BOCA POINTE CONDOMINIUM NO. 10

Articles of Incorporation

of

THE PLUM AT BOCA POINTE
CONDOMINIUM ASSOCIATION, INC.

This is not a certified copy

85085 P0590

ARTICLES OF INCORPORATION

OF

THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC.
(A corporation not for profit)

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned do hereby make, subscribe and acknowledge that they have voluntarily associated themselves together for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, as amended, and do hereby certify as follows:

ARTICLE I NAME

The name of the corporation shall be THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II PRINCIPAL OFFICE

The principal office of the Association shall be located at 7200 Camino Real Centre, Suite 300, Boca Raton, Florida 33432.

ARTICLE III REGISTERED AGENT AND REGISTERED OFFICE

GEORGE TRIPPE is hereby appointed the initial registered agent of this Association, and his address which is 7200 Camino Real Centre, Suite 300, Boca Raton, Florida 33432 is designated as the initial registered office of the Association.

ARTICLE IV PURPOSE

The purpose for which this Corporation is organized is to provide an entity pursuant to the Condominium Act, Florida Statutes, Chapter 718, as amended, for the operation of a condominium to be known as THE PLUM AT BOCA POINTE CONDOMINIUM NO. 1, which condominium is located in Palm Beach County, Florida. The terms "Condominium" and "Declaration of Condominium" as used in the Articles of Incorporation, shall refer to THE PLUM at BOCA POINTE CONDOMINIUM NO. 1 and any and all future condominiums as described above, together with other condominiums which may be formed within the THE PLUM at BOCA POINTE Project, as defined in the Declaration of Condominium for THE PLUM at BOCA POINTE CONDOMINIUM NO. 1. This Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, Directors, or Officers, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the Condominium and to promote the health, safety, and welfare of the residents within the Condominium.

ARTICLE V POWERS

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

5.1 The Association shall have all of the common law and statutory powers of a corporation not for profit under Florida law that are not in conflict with the terms of these Articles, the

B5085 P0591

Declaration, the By-Laws or the Florida Condominium Act as amended from time to time.

5.2 The Association shall have all of the powers and duties set forth in the Florida Condominium Act, as more particularly described in these Articles, the Declaration of Condominium and its Exhibits, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time, including but not limited to the following:

A. To fix, levy, collect and enforce payment by any lawful means all charges or assessments against members to defray the costs, expenses and losses of the Condominium pursuant to the terms of the Declaration;

B. To use the proceeds of assessments in the exercise of its powers and duties;

C. To acquire (by gift, purchase or otherwise), own hold, build upon, maintain, repair, replace, operate, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

D. To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members;

E. To reconstruct improvements after casualty and make further improvements to the property;

F. To make and amend reasonable Rules and Regulations and to amend the Declaration of Condominium and any of its exhibits respecting the use of the property in the Condominium; provided, however, that all such amendments to the Rules and Regulations shall be approved by not less than seventy-five percent (75%) of the votes of the entire membership of the Board of Directors, before such shall become effective, and all such amendments to the Declaration of Condominium and any of its exhibits shall be approved in the manner specified in the Articles of Incorporation, By-Laws and Declaration of Condominium, before such amendments shall become effective;

G. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association, and the Rules and Regulations for the use of the property in the Condominium;

H. To contract for the management of the Condominium;

I. To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation, and to lease such portions;

J. To employ personnel to perform the services required for proper operation of the Condominium;

K. To borrow money, and with the assent of seventy-five percent (75%) of the votes of the entire membership, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

L. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas provided that such merger, consolidation, or annexations shall have the assent of seventy-five percent (75%) of the votes of the entire membership. Notwithstanding the foregoing, the Association shall

B5085 P0592

undertake the management of future condominiums within THE PLUM Project without the assent of the membership.

5.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, the Articles of Incorporation, and the By-Laws.

5.4 The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE VI MEMBERS

6.1 MEMBERS. The members of the Association shall consist of only those persons who are record owners of Units in the Condominium, and after termination of the Condominium, shall consist of those who are members at the time of such termination, their successors, assigns, and/or Trustees.

6.2 A change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument of like style and form, as attached to the Declaration of Condominium, and made a part thereof, as Exhibit "D," and the delivery to the Association of a copy of such instrument. The owners designated by such instrument thus become members of the Association, and the membership of the prior owner is terminated.

6.3 Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

ARTICLE VII VOTING RIGHTS

The owner of a Unit shall be entitled to one (1) vote per Unit owned. When more than one (1) person holds an interest in any Unit, the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

ARTICLE VIII DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) Directors, not more than five (5) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association.

8.2 Directors of the Association shall be elected at the annual meeting of the members, in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

8.3 The first election of Directors shall not be held until the Developer has completed the contemplated improvements as provided in the Declaration of Condominium. After the Developer has completed the contemplated improvements, the Board of Directors shall be elected as follows:

A. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in a condominium that will be operated ultimately by the Association, the Unit Owners other

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than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors of the Association.

B. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

(1) Three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) Three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

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

whichever occurs first.

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

George Trippe
7200 Camino Real Centre, Suite 300
Boca Raton, Florida 33432

Barry Fiske
7200 Camino Real Centre, Suite 300
Boca Raton, Florida 33432

Linda Ellenburg
7200 Camino Real Centre, Suite 300
Boca Raton, Florida 33432

8.5 Directors shall be elected for one (1) year terms.

ARTICLE IX

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names of the officers who shall serve until their successors are designated by the Board of Directors following the first annual meeting of the members are as follows:

George Trippe	- PRESIDENT
Barry Fiske	- VICE PRESIDENT/TREASURER
Linda Ellenburg	- SECRETARY

ARTICLE X INDEMNIFICATION

Every Director, Officer and employee of the Association will be indemnified by the Association against all expenses and liabilities

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lities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, to which he may be a party or in which he may become involved by reason of his being or having been a Director, or Officer of the Association whether or not he is a Director or Officer at the time such expenses are incurred, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association. Provided that, in the event of a settlement this right of indemnification will only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XI DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the votes of the entire membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to purposes as similar as practically possible to those to which they were required to be devoted by the Association.

ARTICLE XII DURATION

The Association shall exist perpetually.

ARTICLE XIII BY-LAWS

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

ARTICLE XIV AMENDMENTS

Amendments to the Articles may be proposed by any member of the Association or the Board of Directors and except as provided elsewhere, if approved by:

14.1 Not less than seventy-five percent (75%) of the entire membership of the Board of Directors, and not less than a majority of the votes of the membership of the Association, either in person or by proxy; or

14.2 Not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

14.3 Until the first election of Directors by the members, by a majority of Directors selected by the Developer.

BS085 P0595

ARTICLE XV
SUBSCRIBERS

The names and addresses of subscribers to these Articles of Incorporation are as follows:

George Trippe
7200 Camino Real Centre, Suite 300
Boca Raton, Florida 33432

Barry Fiske
7200 Camino Real Centre, Suite 300
Boca Raton, Florida 33432

Linda Ellenburg
7200 Camino Real Centre, Suite 300
Boca Raton, Florida 33432

IN WITNESS WHEREOF, the undersigned have subscribed their names respectively to the Articles of Incorporation of THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION INC., a corporation not for profit.

WITNESSES:

GEORGE TRIPPE

Dated: _____

BARRY FISKE

Dated: _____

LINDA ELLENBURG

Dated: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared GEORGE TRIPPE, to me well known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1984.

Notary Public

My Commission Expires:

BS085 P0596

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared BARRY FISKE, to me well known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, 1984.

Notary Public

My Commission Expires:

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared LINDA ELLENBERG, to me well known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation, and she acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, 1984.

Notary Public

My Commission Expires:

85085 P0597

**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

FIRST: THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION,
INC.

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE
OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF BOCA
RATON, STATE OF FLORIDA, HAS NAMED GEORGE TRIPPE, LOCATED AT 7200
CAMINO REAL CENTRE, SUITE 300, BOCA RATON, STATE OF FLORIDA, AS
ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

BARRY FISKE
Vice President

DATED: _____

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I
HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COM-
PLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPERTY
AND COMPLETE PERFORMANCE OF MY DUTIES.

GEORGE TRIPPE

DATED: _____

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EXHIBIT "D"

DECLARATION OF CONDOMINIUM OF THE PLUM
AT BOCA POINTE CONDOMINIUM NO. 10

By-Laws

of

THE PLUM AT BOCA POINTE CONDOMINIUM
ASSOCIATION, INC.

This is not a certified copy

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BY-LAWS

OF

THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC.
(A Florida corporation Not For Profit)

ARTICLE I
NAME AND LOCATION

- A. The name of this corporation shall be THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC.
- B. The principal place of business shall be located at 7200 Camino Real Centre, Boca Raton, Florida 33432.
- C. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "corporation not for profit" or "non-profit corporation," and the year of incorporation.

ARTICLE II
PURPOSE

A. This Corporation has been organized as a non-profit corporation pursuant to the provisions of Chapter 617, Florida Statutes, for the purpose of operating and managing THE PLUM AT BOCA POINTE CONDOMINIUM NO. 1, a condominium pursuant to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes pursuant to the Articles of Incorporation hereof. The terms "Condominium" and "Declaration of Condominium" as used in these By-Laws shall refer to THE PLUM AT BOCA POINTE CONDOMINIUM NO. 1 together with any and all future condominiums which may be formed within THE PLUM Project, as said term is defined in the Declaration of Condominium for THE PLUM AT BOCA POINTE NO. 1. At the time of the adoption of the By-Laws, the foregoing terms shall refer only to THE PLUM AT BOCA POINTE CONDOMINIUM NO. 1. The Condominium to be operated and managed by this Corporation shall be located upon those lands located in Palm Beach County, Florida, described on Exhibit "A-1" which is annexed to the Declaration of Condominium of THE PLUM AT BOCA POINTE CONDOMINIUM NO. 1 as said Exhibit "A-1" may, from time to time, be amended.

B. THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC. was duly incorporated in the Office of the Secretary of State of Florida on the ____ day of _____, 198__. A copy of those Articles of Incorporation is attached to the Declaration of Condominium as Exhibit "C."

C. These By-Laws shall be attached to the Declaration of Condominium of THE PLUM AT BOCA POINTE CONDOMINIUM NO. 1, to be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida, as Exhibit "D" thereto, and shall be considered a part thereof.

ARTICLE III
MEMBERS

A. All of the owners of Condominium Units in the Condominium this Corporation has been designated to operate and administer as the "Association" by virtue of the Declaration of Condominium thereof shall be members of this Corporation. Upon the recording of a deed or upon any other means of change of record title to a Condominium Unit, the new owner thereof shall become a member of this Corporation and the membership of the prior owner shall terminate.

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B. Condominium Unit Owners shall be entitled to a vote in the affairs of the Corporation as set forth in the Declaration of Condominium.

C. No other person or legal entity shall be a member of the Corporation or vote in its affairs.

ARTICLE IV MEMBERS MEETING

A. The annual meeting of the members shall be held at 7:00 p.m., Palm Beach County, Florida time during the month of February of each year at the principal office of the Corporation or at such other place as may be set forth in the notice of said meeting, in Palm Beach County, Florida. At such meeting, the members shall elect Directors to serve until the next annual meeting of the members or until their successors shall be duly elected and qualified and shall transact such other business as may be authorized by the members. All voting shall be by plurality. Cumulative voting is prohibited.

B. A special meeting of the members to be held at the same place as the annual meeting, or at such other place in Palm Beach County, Florida, as may be set forth in the notice of said meeting, may be called at any time by the President or, in his absence, by the Vice President, or by a majority of the Board of Directors. It shall be the duty of the Directors, President or Vice President to call such meeting whenever so requested by members holding thirty-five percent (35%) or more of the voting rights of the Corporation.

C. Notice of the time and place of all annual and special meetings shall be mailed by the Secretary to each member not less than fourteen (14) days prior to the date of said meeting and the post office certificate of mailing shall be retained as proof of such mailing. Such notice shall be sent to the address of said members as it appears upon the books of the Corporation. A Certificate of the Secretary shall be prima facie proof that said notice was given. In addition, notice of such meeting shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to said meeting.

D. The President or, in his absence, the Vice President shall preside at all annual or special meetings of the membership.

E. A quorum for member's meetings shall consist of persons entitled to cast the votes of at least thirty-five percent (35%) of the total number of Units in the Condominium. In the event that a quorum is not present the members present at any meeting, though less than a quorum, may adjourn the meeting to a future date.

The execution by any member of a copy of the minutes shall constitute the presence of such member for the purpose of determining a quorum and for the further purpose of validating all of the actions taken at said meeting.

F. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary no later than twenty-four (24) hours prior to the time of the meeting and entered of record in the minutes of said meeting. No proxy shall be valid unless the same is executed by all members owning any interest in the individual Condominium Unit. Each proxy shall refer to a specific meeting and be valid only for that meeting. Every proxy shall be revocable in writing at any time at the pleasure of the Unit Owner executing it.

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G. Any vote to amend the Declaration of Condominium relating to a change in percentage of ownership in the Common Elements or sharing of the Common expenses shall be conducted by secret ballot.

H. In the event that any Condominium Unit is owned by more than one person or by a corporation or other entity, the owners of the same shall execute and deliver to the Secretary of the Corporation a written certificate designating the person who shall be authorized to cast the vote allocated to such Condominium Unit. The certificate shall be valid until revoked by a subsequent certificate. Unless said certificate is filed with the Secretary of the Corporation at least five (5) days prior to the meeting in which said vote is to be cast, the vote of such owner shall not be considered for the purpose of determining a quorum or for any other purpose.

In the event the approval or disapproval of the owner of a Condominium Unit is required upon any subject, whether or not the same is the subject of any meeting, said approval or disapproval shall be executed by the same person who would be entitled to cast the vote of such owner at any Corporation meeting.

I. The order of business at all meetings of the members of the Corporation where applicable shall be as follows:

1. Election of chairman of the meeting who shall be the President of the Corporation if he is present.
2. Call of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading or waiver of reading of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of election.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

J. PROVISIO. Provided, however, that until the Developer elects to terminate its control of the Condominium or until Unit Owners other than the Developer have elected a majority of the Board of Directors, whichever first occurs, the proceedings of members' meetings shall have no effect unless approved by the Board of Directors of the Corporation except as provided in Article VII E. hereof.

ARTICLE V DIRECTORS

A. The business affairs of the Corporation shall be managed by a Board of Directors who shall be elected annually by the members. Said Board of Directors shall consist of not less than

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three (3) persons nor more than five (5). The exact number of directors is to be set at the annual meeting.

Provided, however, that until the Developer elects to terminate its control of the Condominium, or until Unit Owners other than the Developer are entitled to elect a director or directors, whichever shall first occur, all directors shall be designated by the Developer and need not be Unit Owners in the Condominium and may not be removed by the members of the Corporation as elsewhere herein provided. Likewise, after the Unit Owners have elected a director or directors, a director or directors still to be designated by the Developer need not be Unit Owners in the Condominium.

B. The original members of the Board of Directors shall be those persons set forth in the Articles of Incorporation and shall hold office until the Developer elects to terminate its control of the Condominium, or until the Unit Owners other than the Developer are entitled to elect a director or directors, whichever shall first occur, at which time the appropriate director or directors shall resign and successors shall be elected pursuant to the provisions of this Paragraph B.

When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Corporation, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Corporation. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Corporation three (3) years after fifty percent (50%) of the Units that will be operated ultimately by this Corporation have been conveyed to purchasers or three (3) months after ninety percent (90%) of the Units that will be operated ultimately by this Corporation have been conveyed to purchasers, or when all of the Units that will be operated ultimately by this Corporation have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, or when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever first occurs.

The Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds at least five percent (5%) of the Units in the Condominium operated by this Corporation and offers them for sale in the ordinary course of business.

Upon the election of the first Unit Owner(s), other than the Developer or the Developer's designee, to the Board of Directors the Developer shall forward to the state of Florida, Department of Business Regulation, Division of Florida Land Sales and Condominiums, or its successor agency, the name(s) and mailing address(es) of the Unit Owner(s) Board member(s).

Within sixty (60) days after Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Corporation shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Corporation fails to do so.

If the Developer holds a Unit or Units and offers them for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

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1. Assessment of the Developer as a Unit Owner for capital improvements or to finance the filing or processing of a cause of action against the Developer.

2. Any action by this Corporation that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

Prior to, or not more than sixty (60) days after, the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Corporation, the Developer shall relinquish control of the Corporation and shall deliver to the Corporation all property of the Unit Owners and of the Corporation held by or controlled by the Developer, if applicable, as to each Condominium operated by the Corporation including, but not limited to, if applicable, those items provided for in Section 718.301(4), Florida Statutes.

C. In the event of a vacancy occurring on the Board of Directors, such vacancy shall be filled by appointment by the Developer, if the vacant position is one the Developer is still entitled to, otherwise by vote of a majority of the remaining directors. Such director shall serve out the remaining term of the former director. In the event that the remaining directors fail to fill such a vacancy and the result of such inaction is the failure to have a sufficient number of director's positions filled so that a quorum is possible at Board of Director's meetings, the procedure for filling such vacancies as set forth in §718.1124.(a), Florida Statutes, may be utilized.

D. No director appointed or elected by the Developer may be removed except with the written approval of the Developer. Directors elected by the Unit Owners other than the Developer may be removed with or without cause by the vote of a majority of all Condominium Unit Owners at a special meeting called for that purpose or agreement in writing by a like number of Unit Owners. Any director whose removal has been proposed by members shall be given an opportunity to be heard at the meeting. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by twenty percent (20%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

E. No compensation shall be paid to directors for their services as directors. Compensation may be paid to a director in his or her capacity as an officer or employee or for other services rendered to the Corporation outside of his or her duties as a director. In this case, however, the compensation must be approved in advance by the Board of Directors and the Director to receive such compensation shall not be permitted to vote thereon. The Directors shall have the right to set and pay all salaries and compensation to be paid to officers, employees, agents and attorneys for services rendered to the Corporation. However, no part of the net earnings of the Corporation may inure to the benefit of any private individual within the meaning of §528, Internal Revenue Code of the United States.

F. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place as shall be fixed by the directors at the meeting at which such directors were elected.

G. Regular meetings of the Board of Directors may be held at such time and place in Palm Beach County, Florida, as shall be determined from time to time by a majority of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such

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meeting. In addition, except in an emergency, notices of meetings shall be posted conspicuously forty-eight (48) hours in advance of the meeting for the attention of Unit Owners. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

The Directors may establish a schedule of regular meetings to be held at a fixed location (as hereinabove provided) and no notice shall be required to be sent to said directors of said regular meetings once said schedule has been adopted.

H. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) directors. Except in an emergency, notice of special meeting shall be likewise posted for Unit Owners forty-eight (48) hours in advance of the special meeting.

I. Before or at any meeting of the Board of Directors, said Directors may, in writing, waive notice of said meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. In addition, a director may, by signing a copy of the minutes of a meeting of the Board, consent to the actions taken at said meeting and waive notice of said meeting.

J. At all meetings of the Board of Directors, a majority of the Board of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The President of the Corporation shall be a member of and act as Chairman of the Board of Directors; he shall be entitled to vote on all questions arising before the Board of Directors.

K. The Board of Directors shall have all the powers vested in it under common law and pursuant to the provisions of Chapter 617, Florida Statutes, (including, but not limited to, the power to levy fines pursuant to Section 617.10) and Chapter 718, Florida Statutes, together with any powers granted to it pursuant to the terms of the Articles of Incorporation of the Corporation and the Condominium Documents, subject only to the approval of the owners of the Condominium Units that may be required under these By-Laws, the Articles of Incorporation and the Condominium Documents.

Such powers shall include but shall not be limited to the following:

1. Manage and operate the Condominium and its interests and contract for the said management and operation with THE PLUM AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC., or other persons or entities.
2. Prepare and adopt a budget as herein provided.
3. Make and collect assessments from members for the purpose of operating and maintaining the Condominium and its in-

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terests and establishing reasonable reserves in respect of repair or replacement of the Condominium Property, or in respect of anticipated expenses by the Corporation which are not anticipated to be incurred on a regular or annual basis, and in respect of betterment of the Condominium Property. Assessments shall be made and collected as provided in these By-Laws and in the Declaration of Condominium.

4. Maintain, repair and replace the Condominium property and interests.

5. Reconstruct improvements after any casualty.

6. Hire and dismiss any necessary personnel required to maintain and operate the Condominium and its interests.

7. Make and amend regulations respecting the use of the Condominium Property and the Condominium; provided, however, that all such regulations and amendments thereto shall be published by the Board of Directors for thirty (30) days and copies thereof sent to all Members, and a Board of Directors meeting shall be held within two (2) weeks of the end of the said thirty (30) day period to afford the Members an opportunity to comment on the proposed regulations and amendment before they become effective; provided further, however, that until the Developer elects to terminate its control of the Condominium or until Unit Owners other than the Developer have elected a majority of the Board of Directors, whichever shall first occur, the Board of Directors shall have the authority to make and amend regulations respecting the use of the property for the Condominium without the approval of the membership.

8. Carry and pay the premium for such insurance as may be required for the protection of the owners of Condominium Units, the Corporation and its officers and directors against any casualty or any liability to third persons.

9. Employ a management agent at a compensation established by the Board of Directors, and delegate to such management agent such powers and duties as the Board shall authorize except those which are specifically required to be exercised by the Board of Directors or the membership.

10. Enforce by legal means the provisions of the Condominium Unit where the same are in default, and assess the same against the Condominium Unit subject to said taxes and liens.

11. Pay any taxes or special assessments against any Condominium Unit where the same are in default, and assess the same against the Condominium Unit subject to said taxes and liens.

12. Pay any taxes or special assessments on any Condominium Unit acquired by the Corporation through the enforcement of any lien held by the Corporation against said Condominium Unit.

13. Further improve the Condominium Property, both real and personal and purchase or otherwise acquire realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and acquire and enter into agreements pursuant to §718.114, Florida Statutes.

14. Authorize the collection of Association assessments by THE PLUM AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC. or some other entity.

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ARTICLE VI
OFFICERS

A. The principal officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant Treasurer and an assistant Secretary and such other officers as in their judgment may be necessary. All offices but the President and Secretary may be filled by the same person. No compensation shall be paid to officers for their services as officers. Compensation may be paid to an officer in his or her capacity as an employee or for other services rendered to the Corporation outside of his or her duties as an officer and only under the same circumstances as authorized above in the provisions hereof relating to directors.

B. The officers of the Corporation shall be elected annually by the Board of Directors from among its members at the annual meeting of each new Board and shall hold office until the next annual meeting of the Board of Directors or until their successors shall be duly elected and qualified, except as hereinabove or hereafter provided.

C. By an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

D. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation including, but not limited to, the power of appointing committees from the members from time to time as he may, in his discretion, deem appropriate to assist in the conduct of the affairs of the Corporation.

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

F. The Secretary shall issue notices of all Board of Directors' meetings and meetings of the membership and shall attend and keep minutes of the same, which minutes shall be kept in a book available for inspection by Unit Owners, or their authorized representative, and board members at any reasonable time and which minutes shall be retained for a period of not less than seven (7) years; he shall have charge of all corporate books, records and papers; he shall be custodian of the corporate seal; he shall attest with his signature and press of the corporation seal all contracts or other documents required to be signed on behalf of the Corporation and shall perform all other such duties as are incident to his office. The duties of the assistant Secretary shall be the same as those of the Secretary, in the absence of the Secretary.

G. The Treasurer shall have the responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. Such books shall be open to inspection by Unit Owners or their authorized representatives and Institutional Mortgagees of Units at reasonable times and written summaries of which shall be supplied at least annually (as provided for in Article VII hereof) to Unit Owners or their authorized representatives. Such books and records shall include, but be not limited to, those items required by the Condominium Act. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer, in the absence of the Treasurer.

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H. Any vacancy in the office of President, Vice President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, or any other officer or employee, for any reason whatsoever, may be filled by the Board of Directors who may elect a successor to the vacant office at any regular or special meeting, which successor shall hold office for the balance of the unexpired term.

ARTICLE VII
FINANCE

A. The funds of the Corporation shall be deposited in such banks or depositories having their accounts insured by an instrumentality of the Federal Government as may be determined by the Board of Directors, from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for monies signed by such officer or officers of the Corporation as may be designated by the Board of Directors.

B. The fiscal year of the Association shall follow that of the BOCA POINTE Community Association, which currently begins on February 1 of each year.

C. An audit of the accounts, which need not be certified, including capital accounts, reserve accumulations [in accordance with §718.504(20)(c)1.k., Florida Statutes], and receipts and expenditures of the corporation in accordance with §718.111(13), Florida Statutes, shall be made annually by an auditor independent of the Developer and a copy of the report shall be furnished to each member not later than sixty (60) days after the end of the fiscal year for which the report is made.

D. The Board of Directors of the Corporation shall maintain an assessment roll in which there shall be an account for each Condominium Unit. Each account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments become due, the amounts paid upon the account, and the balance due upon assessments.

E. The Board of Directors shall adopt a budget on or before November 1st of each year for the following calendar year which shall be detailed, shall show the amounts budgeted by accounts and expense classifications including, if applicable, but not limited to those expenses listed in §718.112(3)(k) and (1) and §718.504(20), Florida Statutes, and shall contain estimates of the cost of operating and maintaining the Corporation, including the following items:

1. The general expenses to be incurred in connection with the operation of the Common Elements, Limited Common Elements, interests of the Condominium, including the building, and recreation areas. Said expenses shall include, unless waived pursuant to §718.112(k), Florida Statutes, the accruing of reasonable and adequate reserve accounts for capital expenditures and deferred maintenance including, but not limited to, roof replacement, building painting, and pavement resurfacing - the computation of which shall be based upon estimated life and estimated replacement cost.

2. A breakdown showing the proposed assessment against each Unit Owner for the above expenses.

Written notice of the Board Meeting when the budget is to be considered for adoption and a copy of the proposed budget shall be given to each Unit Owner not less than thirty (30) days prior to such meeting, and such Board Meeting shall be open to the Unit Owners.

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If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, upon written application of twenty percent (20%) of the Unit Owners to the Board of Directors, a special meeting of the Unit Owners (members) shall be held upon not less than ten (10) days written notice to each Unit Owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Unit Owners shall consider and enact a budget. The revision or adoption of a budget exceeding the one hundred fifteen percent (115%) limitation shall require a vote of not less than two-thirds (2/3) of the whole number of all Unit Owners. The Board of Directors may in any event propose a budget to the Unit Owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the Unit Owners at the meeting, or by a majority of their whole number by a writing, such budget shall be adopted and shall not thereafter be reexamined by the Unit Owners in the manner hereinabove set forth. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, there shall be excluded in the computation any authorized provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses by the Corporation which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for reserves for betterments to the Condominium Property together with water, sewer, electric, telephone and radio charges. Provided, however, that so long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the Unit Owners.

F. The Board of Directors shall require that a fidelity bond in the principal sum of not less than TEN THOUSAND DOLLARS (\$10,000.00) for each be obtained for all officers or directors of the Corporation who control or disburse Corporation funds. The premium on such bonds shall be paid by the Corporation as an item of general expense.

G. All assessments paid by members of the Corporation for the maintenance and operation of the Condominium shall be utilized by the Corporation for the purpose of said assessments. All excess monies received from said assessments paid by any members shall be held by the Corporation for the use and benefit of the members. Any surplus held by the Corporation after the payment of expenses for maintaining and operating the Common Elements shall be considered as Common Surplus and held for the benefit of all members. No distribution of any Common Surplus shall be made in cash to the members at any time.

H. 1. The Board of Directors of the Corporation shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Corporation, all insurance premiums and expenses related thereto, including fire and extended coverage and liability insurance, reasonable reserves and contingency funds, and any other expenses designated as Common Expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered on behalf of the Corporation, to make and collect assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the

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Condominium. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses, as provided in the Declaration. Said assessments shall be payable no more frequently than monthly in advance and shall be due on the first day of each month unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as determined by the Board of Directors. All funds due under these By-Laws, the Declaration of Condominium to which these By-Laws are attached, and all Exhibits attached to said Declaration are Common Expenses of the Condominium.

2. When the Board of Directors has determined the amount of any assessment, the Treasurer of the Corporation shall mail or present to each Unit Owner a statement of said Unit Owner's assessment. All assessments shall be made payable to the Corporation and paid to the Treasurer of the Corporation; upon request, the Treasurer shall give a receipt for each payment made to him.

3. The Board of Directors shall adopt an operating budget for each fiscal year, pursuant to these By-Laws, the Declaration of Condominium to which these By-Laws are attached and all Exhibits thereto.

ARTICLE VIII AMENDMENTS

A. These By-Laws may be amended by the Corporation at a duly constituted meeting for such purpose provided, however, no amendment shall take effect unless approved by members representing at least fifty-one percent (51%) of the total votes in the Corporation as set forth in the Declaration of Condominium. Notwithstanding the foregoing, these By-Laws may only be amended in accordance with Article X of the Declaration of Condominium.

B. No amendment to the By-Laws may be made which in any way changes the configuration or size of any Condominium Unit in any material fashion, materially alters, modifies the appurtenances to a Unit, changes the proportions or percentage by which the Unit Owner of the Unit shares the Common Expenses and owns the Common Surplus, or changes or modifies the vote which may be cast by any member, without all record Owners of the Unit and all record Owners of liens on the Unit joining in the execution of the Amendment.

C. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. No By-Law shall be revised or amended by reference to its title only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law....for present text." Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

D. No amendment to the Articles of Incorporation or the By-Laws of the Corporation, or the Declaration of Condominium shall be effective until the same has been recorded with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

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ARTICLE IX
ADDITIONS AND ALTERATIONS

There shall be no additions or alterations to the Common Elements or Limited Common Elements of the Condominium except as specifically provided for in the Declaration of Condominium.

ARTICLE X
COMPLIANCE AND DEFAULT

A. Violations. In the event of a violation (other than the non-payment of an assessment) by the Unit Owner of any of the provisions of the Declaration of Condominium, of these By-Laws, or of the applicable portions of the Condominium Act, the Corporation, by direction of its Board of Directors, may notify the Unit Owner by written notice (transmitted by mail) of said breach and, if such violation shall continue for a period of fifteen (15) days from date of mailing the notice, the Corporation, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, of the By-Laws (including the Rules and Regulations), or of the pertinent provisions of the Condominium Act, as the case may be, and the Corporation may then, at its option:

1. File an action at law, to recover for its damages on behalf of the Corporation or on behalf of the other Unit Owners; and/or
2. File an action in equity to enforce performance on the part of the Unit Owner; and/or
3. File an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
4. Levy a fine against the Unit Owner pursuant to Section 617.10, Florida Statutes.

Failure on the part of the Corporation to maintain such action at law or in equity within thirty (30) days from the date of a written request, signed by a Unit Owner, sent to the Board of Directors, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violations, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Corporation, and the cost thereof shall be charged to the Unit Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if the charge were a part of the Common Expense.

B. Negligence or Carelessness of Unit Owner, Etc. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation. Such liability shall include any increase in insurance rates occasioned by use, misuse, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by an insurance company of its rights of subrogation. The expense of any maintenance, repair or replacement required, as provided in this Paragraph, subject to the following limitation, shall be charged to said Unit Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if the charge were a part of the Common Expenses.

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C. Costs and Attorney's Fees. In the proceeding arising because of an alleged default or violation by a Unit Owner, or Unit Owners, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court.

D. No Waiver of Rights. The failure of the Corporation or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Corporation or Unit Owner to enforce such right, provision, covenant or condition in the future.

E. Election of Remedies. All rights, remedies and privileges granted to the Corporation or Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the Condominium Documents or at law or in equity.

At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty percent (60%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is considered, acquire in the name of the Corporation, or its designee, a Condominium Unit being foreclosed. The term "foreclosure," as used in this Paragraph shall mean and include any foreclosure of any lien, including the Corporation's lien for assessments. The power of the Board of Directors to acquire a Condominium Unit at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Corporation to do so at any foreclosure sale, the provisions hereof being permissible in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of Unit Owners to purchase a Unit at the foreclosure sale of a Unit due to the foreclosure of the Corporation's lien for assessments under the provisions of Article XI of the Declaration of Condominium to which these By-Laws are attached and may bid more than the amount necessary to satisfy said lien at such foreclosure sale.

ARTICLE XI NOTICES

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

ARTICLE XII LIABILITY AND INDEMNIFICATION

No Director and agent of the Board of Directors shall be liable for his, her or its actions as such except where guilty of gross negligence or willful misconduct. The Corporation shall indemnify every Director and every officer, their heirs, and personal representatives, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding whether brought by the Corporation or by other persons or entities, to which he may be made a party by reason of his being or having been a Director or Officer of the Corporation, including reasonable counsel fees to be approved by the Corporation, except as to matters wherein he shall be finally adjudged in such action,

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suit or proceeding, to be liable for or guilty of willful misfeasance or malfeasance. The foregoing rights shall be in addition to and not exclusive of all rights to which such Director or Officer may be entitled. The Corporation shall purchase Director's and Officer's liability insurance to further implement the foregoing.

ARTICLE XIII
LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

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

ARTICLE XIV
PARLIAMENTARY RULES

Robert's Rules of Order (then current edition) shall govern the conduct of the Corporation's meetings to the extent that it is not in conflict with the Condominium Act, the Declaration of Condominium or these By-Laws.

ARTICLE XV
MISCELLANEOUS

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

B. Notice of Lien. Each Unit Owner shall give notice to the Corporation of every lien upon his Unit, other than for institutional mortgages, taxes and special assessments, within five (5) days after attaching of the lien.

C. Notice of Suit. Unit Owners shall give notice to the Corporation of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

D. Noncompliance. Failure to comply with the notice provisions of this Article shall not affect the validity of any judicial sale.

E. Mortgage Register. The Corporation may maintain a register of all mortgages and, at the request of a mortgagee, the Corporation shall forward copies of all notices for unpaid assessments or violations served upon a Unit Owner to said mortgagee. The Corporation may make such reasonable charge as it deems appropriate against the applicable Unit for supplying such information.

F. Arbitration. In the event of internal disputes arising from the operation of the Condominium among Unit Owners, the Condominium Association, the Homeowners Association, the Community Association, or other condominium associates, their agents or assigns, said parties may agree to binding arbitration with refer-

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ence to said disputes pursuant to the provisions of Section 718.112(4), Florida Statutes.

ARTICLE XVI
RULES AND REGULATIONS

A. The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the Common and Limited Common Elements of the Condominium, facilities or services made available to the Unit provided that all such regulations and amendments thereto shall be approved by an affirmative vote of the Corporation before becoming effective; provided further, however, that until the Developer elects to terminate its control of the Condominium or until Unit Owners other than the Developer have elected a majority of the Board of Directors, whichever shall first occur, the Board of Directors shall have the authority to make and amend such regulations without the approval of the membership. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall be posted in a conspicuous place. The initial set of Rules and Regulations are attached as Exhibit 1 to these By-Laws.

B. The Board of Directors may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Condominium Units; provided, however, that all such regulations and amendments thereto shall be approved by the formula described in ARTICLE VK.7. of these By-Laws; provided further, however, that until the Developer elects to terminate its control of the Condominium or until Unit Owners other than the Developer have elected a majority of the Board of Directors, whichever shall first occur, the Board of Directors shall have the authority to make and amend such regulations without the approval of the membership and further that copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the Condominium Property.

C. In the event of any conflict between the Rules and Regulations adopted, as from time to time amended, and the Condominium Documents or the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of said Declaration shall prevail.

THE FOREGOING WERE DULY ADOPTED AS THE BY-LAWS OF THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC., A CORPORATION NOT FOR PROFIT UNDER THE LAWS OF THE STATE OF FLORIDA, AT THE FIRST MEETING OF THE BOARD OF DIRECTORS ON _____, 198__.

(CORPORATE SEAL)

THE PLUM AT BOCA POINTE
CONDOMINIUM ASSOCIATION, INC.

By: _____, Secretary

APPROVED:

_____, President

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STATE OF FLORIDA

)
)ss.
)

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____ and _____
to me well known to be the President and Secretary of THE PLUM AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC., who, after being duly cautioned and sworn, deposed and said that they executed the foregoing By-Laws for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 198__.

Notary Public

My Commission Expires:

(SEAL)

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EXHIBIT "E" TO THE
DECLARATION OF CONDOMINIUM OF THE PLUM
AT BOCA POINTE CONDOMINIUM NO. 10

Undivided Shares in Common Elements,
Common Expenses and Common Surplus

<u>Building</u>	<u>Unit No.</u>	<u>Shares</u>
26	1	1/33
26	2	1/33
26	3	1/33
26	4	1/33
27	1	1/33
27	2	1/33
27	3	1/33
27	4	1/33
27	5	1/33
28	1	1/33
28	2	1/33
28	3	1/33
28	4	1/33
29	1	1/33
29	2	1/33
29	3	1/33
29	4	1/33
29	5	1/33
29	6	1/33
30	1	1/33
30	2	1/33
30	3	1/33
30	4	1/33
30	5	1/33
30	6	1/33
30	7	1/33
31	1	1/33
31	2	1/33
31	3	1/33
31	4	1/33
31	5	1/33
31	6	1/33
31	7	1/33
		<u>100%</u>

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