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DECLARATION OF CONDOMINIUM

FOR

MIZNER COURT CONDOMINIUM I,

A CONDOMINIUM

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TO

DECLARATION OF CONDOMINIUM

Exhibit	
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A-1	Legal Description of the Condominium Property
A-2	Legal Description of the Phase II Property
B	Survey and Site Plan (Plot Plan) of the Condominium after the addition of the second phase
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DECLARATION OF CONDOMINIUM

FOR

MIZNER COURT CONDOMINIUM I, A CONDOMINIUM

MIZNER COURT ASSOCIATES JOINT VENTURE, a Florida general partnership hereby submits to the condominium form of use and ownership pursuant to Chapter 718, Florida Statutes, 1981, as amended to the date hereof, land situated in Palm Beach County, Florida, described as the Condominium Property on Exhibit "A-1" attached hereto and made a part hereof, together with all improvements now or hereafter situated or constructed thereon, and the easements, rights, privileges and obligations appurtenant and appertaining thereto, to be known and described as MIZNER COURT CONDOMINIUM I, A CONDOMINIUM (the "Condominium"), on the following terms:

I. DEFINITIONS

The following terms as used in this Declaration of Condominium and the exhibits hereto shall have the following meanings, unless the context in which they are used requires a different meaning:

A. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against a Unit Owner.

B. "Association" means Mizner Court Condominium Association, Inc., a Florida corporation not-for-profit, the entity responsible for the operation and administration of the Condominium.

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

D. "By-Laws" means the By-Laws of the Association, as they exist from time to time.

E. "Common Elements" means all of the real property of the Condominium not included in the Units.

F. "City" means Boca Raton, Florida.

G. "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium.

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

I. "Condominium Act" means the Condominium Act of the State of Florida (Chapter 718, Florida Statutes) as it exists on the date that this Declaration of Condominium is recorded in the Public Records of Palm Beach County, Florida.

J. "Condominium Building" or "Building" means that certain building constituting the principal improvement located on the land hereby submitted to the condominium form of ownership, and any other improvements located on land hereafter added to the Condominium.

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

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

M. "Condominium Property" means the real property described in Exhibit "A-1" submitted to the condominium form of ownership pursuant to this Declaration and all land hereafter added to the Condominium, all improvements now and hereafter constructed and situated on said land, and all easements and rights appurtenant thereto for use in connection with the Condominium.

N. "County" means Palm Beach County, Florida.

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

P. "Developer" means Mizner Court Associates Joint Venture, a Florida general partnership and any successors or assigns to whom Mizner Court Associates Joint Venture, a Florida general partnership, assigns its rights under this Declaration of Condominium.

Q. "Institutional Mortgagee" means a bank, savings and loan association, insurance company, a real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, any other lender generally recognized as an institutional type lender, or the Developer, which holds a first mortgage on a Unit or Units.

S. "Limited Common Elements" means those Common Elements which are reserved by this Declaration of Condominium, or assigned or granted separately herefrom, for the exclusive use of a certain Unit or Units to the exclusion of other Units.

T. "Master Association" shall mean Mizner Village Maintenance Association, Inc., a corporation not for profit which shall enforce the Declaration of Maintenance Covenants for Mizner Village which shall include the Condominium Property, the Phase II Property and additional property which may be developed within the Mizner Village development area.

U. "Phase II Property" or "Phase II" shall mean the real property described as such on Exhibit "A-2" attached hereto, all improvements now or hereafter constructed thereon, and all easements and rights appurtenant thereto for use in connection with the Condominium.

V. "Unit" means a part of the Condominium that is subject to exclusive, undivided ownership.

W. "Unit Owner" or "Owner" means the Owner of a Condominium Parcel.

X. "Utilities" shall include, but not be limited to, telecommunication, gas, electricity, water and sewerage, and garbage and trash disposal.

II. DESCRIPTION OF THE CONDOMINIUM PROPERTY.

A. General Description of the Condominium Property.

The Condominium Property is situated south of Palmetto Park Road and East of the Boca Raton Hotel Golf Course in the City of Boca Raton, in the County of Palm Beach, Florida. The improvements in the Condominium Property include one (1) Building containing one hundred twenty-four (124) Units, in the aggregate, and a lobby, situated on five (5) floors located

above a ground-level parking garage, two main lobby areas, an entryway, and which may contain a marina with five (5) to fifteen (15) boat slips, if constructed, paved outside parking areas, walks, landscaping and all underground structures and improvements which are not part of or located within the Building, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

B. Survey and Graphic Description of the Condominium Property.

Exhibit "B-1" to this Declaration is a site plan and survey of the Condominium Property; Exhibit "C-1" is a graphic description of the improvements, including the Units. Exhibits "B-1" and "C-1", together with this Declaration, identify the Common Elements and each Unit in the Condominium and their relative size and location. Exhibit "C" consists of a graphic description of each type of Unit which will be developed in the Condominium and which may be developed at the Phase II Property.

III. DESCRIPTION OF THE PHASE PROPERTIES.

A. General Description of the Phase Properties.

Developer reserves the right to develop the Condominium by the addition to the Condominium Property of an additional phase. All of the land which may become part of the Condominium, if the additional phase is declared as part of the Condominium, is situated in Palm Beach, County, Florida, and is legally described on Exhibit "A" attached hereto. Developer shall have the right to amend this Declaration, by recording in the Public Records of Palm Beach County, Florida, an amendment executed by the Developer submitting to the condominium form of ownership, and expanding this Condominium to include the Phase II Property which is legally described and graphically depicted in Exhibit "A-2" And "B-2" attached hereto.

B. Survey and Graphic Description of the Phase II Property.

Developer may add the Phase II Property to the Condominium at any time until the seventh (7th) anniversary of the date of recording this Declaration in the Public Records of Palm Beach County, Florida, which phase Developer anticipates will consist of one (1) Building containing no more than seventy five (75) units which may contain and a marina area containing from five (5) to fifteen (15) boat slips. The Units will range from 1524 to 7448 square feet in size. Exhibit "B-2" to this Declaration is a site plan and survey of the Phase II Property showing the approximate location and a proposed design of the proposed Building and the improvements that may ultimately be contained within the Condominium. The style of the Building which is actually constructed may differ from that shown on the exhibit. Developer may make non-material changes in the legal description of the Phase II Property as necessary in order to permit the construction by Developer of the proposed Building and improvements. Developer anticipates that a parking garage structure may also be developed as a part of Phase II. Exhibit "C-2" attached hereto is a graphic description of the proposed improvements, including the Units the location, type and size of which Developer reserves the right to modify within the parameters described in this clause.

C. Phase II Property Assessments.

In the event of, and upon the addition of, the Phase II Property to the Condominium, each Unit's proportionate ownership in the Common Elements, Common Expenses and Common Surplus shall be adjusted with the undivided ownership interest being as set forth in the applicable schedule in Exhibit "D" attached hereto.

D. Phase II Property Unit Owners Voting Rights.

Each Unit Owner in the Phase II Property shall be governed by the provisions of the Declaration pertaining to voting rights and shall be entitled to the same voting privileges as the Owners of the Units in the Condominum Property.

E. Time Share Estates.

Time share estates will not be created or permitted within the Condominium.

F. Phase II Property to be Bound by this Declaration.

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

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

G. Addition of the Phase II Property.

Developer shall not be obligated to declare all or any of the Phase II Property as a part of the Condominium. Developer shall have and hereby reserves the right to develop or sell all or any of the Phase II Property in any manner or to any person or entity free of any restriction hereunder.

Unit Owners in the Condominium Property shall have no rights in the Phase II Property, if developed, unless and until an amendment pursuant to this Article III is recorded in the Public Records of Palm Beach County, Florida. If the Condominium is not expanded to include the Phase II Property within the time period described in Paragraph B of this Article III, the Unit Owners in the Condominium Property (which at that time would contain all of the Units of the Condominium) shall be entitled to one hundred percent (100%) ownership of all Common Elements within the Condominium Property with their undivided interest being as set forth in the schedule attached as Exhibit "D" hereto. If the Condominium is expanded to include the Phase II Property then the Unit Owners in the Condominium and the Unit Owners in the Phase II Property would own the Common Elements within the Condominium Property and within the Phase II Property with their undivided interests being as set forth in the applicable schedule in Exhibit "D" attached hereto.

H. Right to Expand the Duties of the Association and Establish Easements.

The "Mizner Village Development Area" (or "development area") includes the Condominium Property and the lands adjacent to the Condominium Property upon which Developer intends, but is not obligated, to develop the Phase II Property and any additional lands owned or hereafter acquired by Developer which are adjacent thereto and which Developer may decide from time to time to develop in a manner consistant with the development

scheme of the Condominium Property. If the Phase II Property or other property within the development area is developed other than as a part of this Condominium, and is separately submitted to the condominium form of ownership, Developer reserves the right to designate and appoint the Association as the entity responsible for the operation and administration of such additional condominium(s) which are within the development area. Developer also reserves the right to establish on behalf of this Condominium, and any other Condominium within the development area operated by the Association or by any other entity, and on behalf of any other residential development within the development area, even though not developed in the condominium form of ownership, common easements and use rights in respect to all bike and leisure trail(s), drives and walkways within the development area.

I. Reservation of Easement by Developer.

Developer hereby reserves unto itself, its successors or assigns, as an easement appurtenant to the land (other than the Condominium Property) within the development area, a non-exclusive easement over and across the bike and leisure trail(s), drives and walkways of the Condominium. Developer reserves the right to assign the easement herein reserved to owners of units in every other condominium or other residential development developed within the development area whether or not operated and administered by the Association; provided that, Developer will also establish for the benefit of Owners in this Condominium like easements over and across the bike and leisure trail(s), drives and walkways of each additional condominium or other residential development within the development area to which Developer's rights hereunder are assigned. The easement herein reserved shall be for pedestrian and vehicular passage over and across the bike and leisure trail(s), drives and walkways and for the installation and maintenance of utility systems and facilities, including, but not limited to, drainage. It is intended that each condominium or other residential development within the development area will have a common right of use of all walkways of every other condominium within the development area which is administered by the Association. It is not intended, and the foregoing shall not be deemed to create any easement or common right of use by and between each condominium, the Phases of this Condominium or other residential developments within the development area to the use of the swimming pool and related recreational facilities or to the parking areas of each, and especially no right shall be created to the use of any parking spaces or boat slips (if developed) assigned as Limited Common Elements. The easement herein reserved shall exist, with respect to each individual condominium or other residential development within the development area to which it is assigned by Developer, for so long as such other condominium or other residential development shall remain in existence as initially created.

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

A. Units.

The Condominium contains a total of one hundred twenty-four (124) Units which are located and individually described in Exhibit "C-1" hereto. The boundaries of each Unit are as follows:

(1) Upper and Lower Boundaries.

The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundaries.

The horizontal plane of the lowest surface of the unfinished ceiling slab.

(b) Lower Boundaries.

The horizontal plane of the highest surface of the unfinished floor slab.

(2) Perimetrical Boundaries.

The perimetrical boundaries of the Unit shall be the vertical planes of the boundary lines defined and depicted in Exhibit "C-1", extended to an intersection with each other and with the upper and lower boundaries. Any non-loadbearing portion of a perimeter wall inside the perimetrical boundary of a Unit shall be deemed a part of the Unit.

(3) Certain Items Exclusively Serving a Unit.

In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning and ventilating equipment exclusively serving the Unit and all doors, windows, glass, screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

B. Common Elements.

The term "Common Elements" includes all of the real property of the Condominium not within Units including, without limitation: (1) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units, Limited Common Elements and Common Elements; and (2) easements of support in every portion of a Unit which contributes to the support of other Units and/or Limited Common Elements and/or Common Elements; and (3) property and installations for the furnishing of utility services to more than one Unit or to the Limited Common Elements or to the Common Elements or to a Unit other than the Unit containing the installation; and (4) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Limited Common Elements or to the Common Elements; and (5) fixtures owned or held for the common use, benefit and enjoyment of all Owners of Units in the Condominium; and (6) the riparian and/or littoral rights appertaining to the Condominium Property, if any; and (7) lobbies; and (8) all parking spaces which have not been assigned to the exclusive use of the Owner of a particular Unit; and (9) mail boxes, if any; and (10) all hallways; and (11) any recreational facilities.

C. Limited Common Elements.

"Limited Common Elements" shall include:

(1) the interior support elements within the boundary walls separating Units; the wall material attached to such support

element being a part of the Unit within which such material is located; and

(2) the exclusive use of any parking space(s) assigned by Developer in its sole discretion as a Limited Common Element. Developer will assign to the Owner of each Unit, as a Limited Common Element, the exclusive use of one parking space located either in the parking garage which constitutes the ground level of the Building or in the outdoor parking area adjacent to the Building. There will be 100 covered parking space available in the parking garage on the ground level of the Building. Therefore, twenty-four (24) of the Units will be assigned outdoor parking spaces. If Phase II is developed, the ground level parking garage included therein will have an adequate number of parking spaces so that the owners who were assigned the outdoor parking spaces will then have the right to exchange their outdoor parking spaces for covered spaces in the new garage by notifying Developer of their exercise of this right and by conveying their interest in their outdoor parking space to Developer or its designee. All such assignments and exchanges of parking spaces shall be made by instruments in writing executed with the formalities of a deed and recorded in the Public Records of Palm Beach County, Florida. The location of the parking space assigned to each Unit has been designated on Exhibit "C-1" attached hereto. Certain parking spaces designated by a "G" on Exhibit "C-1" attached hereto have been reserved for use by all Unit Owners, guests, and any other persons entitled to use the same as Common Elements. Until ten (10) years after Developer has conveyed title to all Units in the Condominium, Developer retains the exclusive right to assign for additional consideration the exclusive right to use all parking spaces within the Condominium Property which are designated by a "G" on Exhibit "C-1" attached hereto. All such assignments of parking spaces shall also be made by instrument in writing executed with the formalities of a deed and recorded in the Public Records of Palm Beach County, Florida. Such assignments may be made by separate instruments or by the deed of conveyance of the Unit. Upon such assignment, the parking space so assigned shall be deemed to be a Limited Common Element of the Unit and the Unit Owner's right to the use of such parking space shall become an appurtenance to said Unit and may be encumbered or conveyed thereafter as an appurtenance to said Unit without specific reference to the parking space. After exclusive use of any such parking space is assigned by the Developer, it may not be conveyed, assigned, or encumbered except as an appurtenance to the Unit to which it is assigned, except that it may be separately assigned to the Association, and thereafter assigned by the Association, in its sole discretion, to another Unit Owner. Notwithstanding the foregoing, a Unit Owner may convey or transfer the exclusive use of a parking space to another Unit Owner, provided that such conveyance or transfer is approved in writing by the Association, which approval will not be unreasonably withheld. Any such conveyance or transfer of the exclusive right to use a parking space and the written approval of the Association thereto shall be evidenced by a written instrument executed with the formalities of a deed and shall be recorded in the Public Records of Palm Beach County, Florida. Failure so to record the conveyance or transfer of the exclusive right to use a parking space and the written consent of the Association thereto shall render the conveyance or transfer null and void. No assignment, conveyance, or transfer of a parking space which would result in a Unit Owner having the exclusive right to use more than two parking spaces or less than one parking space will be valid or enforceable. So long as held by the Association, any parking space shall be deemed to be a Common Element of the Condominium; and

(3) the exclusive use of any boat slip(s) (if developed) assigned by Developer in its sole discretion as a Limited Common Element. Developer may assign, as a Limited Common Element, the exclusive use of boat slips in the marina which may be developed as a part of the Condominium Property to Unit Owners desiring the same on a first come first serve basis or in any other manner that Developer desires or establishes, from time to time, in its sole discretion. Certain boat slips designated by a "G" on Exhibit "C-1" attached hereto have been reserved for use by all Unit Owners, guests, and any other persons entitled to use the same as Common Elements. Until ten (10) years after Developer has conveyed title to all Units in the Condominium, Developer retains the exclusive right to assign for additional consideration the exclusive right to use all boat slips within the Condominium Property which are designated by a "G" on Exhibit "C-1" attached hereto. All assignments of boat slips shall be made by instrument in writing executed with the formalities of a deed and recorded in the Public Records of Palm Beach County, Florida. Such assignment may be made by separate instrument or by the deed of conveyance of the Unit. Upon such assignment, the boat slip so assigned shall be deemed to be a Limited Common Element of the Unit and the Unit Owner's right to the use of such boat slip shall become an appurtenance to said Unit and may be encumbered or conveyed thereafter as an appurtenance to said Unit without specific reference to the boat slip. After exclusive use of any such boat slip is assigned by the Developer, it may not be conveyed, assigned, or encumbered except as an appurtenance to the Unit to which it is assigned, except that it may be separately assigned to the Association, and thereafter assigned by the Association, in its sole discretion, to another Unit Owner. Notwithstanding the foregoing, a Unit Owner may convey or transfer the exclusive use of a boat slip to another Unit Owner, provided that such conveyance or transfer is approved in writing by the Association, which approval will not be unreasonably withheld. Any such conveyance or transfer of the exclusive right to use a boat slip and the written approval of the Association thereto shall be evidenced by a written instrument executed with the formalities of a deed and shall be recorded in the Public Records of Palm Beach County, Florida. Failure to so record the conveyance or transfer of the exclusive right to use a boat slip and the written consent of the Association thereto shall render the conveyance or transfer null and void. No assignment, conveyance, or transfer of a boat slip which would result in a Unit Owner having the exclusive right to use more than one boat slip will be valid or enforceable. Developer makes no representations or warranties with regard to the suitability or fitness for use of the boat slips which may be developed and hereby specifically puts all owners and users thereof on notice that the waterway in which the boat slips may be developed is narrow, subject to high wakes and is in a high current and turbulent area. No services of any type will be provided at the marina. So long as held by the Association, any boat slip shall be deemed to be a Common Element of the Condominium; and

(3) each balcony, porch, or terrace, including all screening, which is attached to and exclusively serves a Unit; and

(4) any and all Common Elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of other Units; and

(5) the right of exclusive use of the air space and area, if any, of the roof deck of the building occupied by the air conditioning equipment constituting a part of and serving a Unit; and

(6) for each Unit, the right of exclusive use of that certain storage locker assigned by the Developer in its sole discretion as a Limited Common Element.

V. APPURTENANCES TO UNITS.

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

A. An undivided share in the Common Elements and in the Common Surplus, which share in the Common Elements can not be conveyed or encumbered except together with the Unit and which share is undivided and shall not be subject to an action for partition. The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit is that proportion of the total set forth, as a fraction, in the schedule which is annexed hereto and made a part hereof as Exhibit "D", and

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

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

D. Non-exclusive easements, to be used and enjoyed in common with the Owners of all Units in the Condominium in such a manner as to not hinder or encroach upon the lawful rights of other Unit Owners, for use of those Common Elements not designated elsewhere herein as Limited Common Elements, including, without limitation, easements for:

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

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

(3) Vehicular and pedestrian access over, across, upon, in and through, and for parking upon, the Condominium Property.

E. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit, Limited Common Element or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent

act of Developer or any Unit Owner or Owners, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment; and

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

VI. DESCRIPTION OF PHASES OF THE CONDOMINIUM.

Developer has reserved the right to develop the Condominium by the addition of an additional phase. All land which may become part of the Condominium, if the additional phase is declared as part of the Condominium, is situated within the City of Boca Raton, in the County of Palm Beach, Florida, and is legally described in Exhibit "A" attached hereto. Developer reserves the right to add all or as much of the Phase II Property as it deems prudent and may add portions of such phase in any order.

VII. CONDOMINIUM ASSOCIATION.

A. Functions and Duties.

The Association shall be responsible for the maintenance, management and operation of the Condominium. Copies of the Articles of Incorporation and By-Laws of the Association are annexed hereto and made a part hereof as Exhibits "E" and "F", respectively. In addition to the rights reserved to Developer herein and in the Condominium Act to administer and manage the Condominium Property initially, Developer reserves the right to designate and appoint the Association as the entity responsible for the operation and administration of any other condominium or condominiums developed in the Mizner Village Development Area. Upon the creation of any additional condominium(s) within the development area, and designation of the Association as the entity responsible to operate and administer the affairs of such condominium, the Owners of Units in each such condominium shall automatically become members of the Association and shall be entitled to the same voting rights as are extended in this Declaration to Unit Owners in this Condominium. The Common Expenses and Common Surplus of any such additional condominium may be co-mingled with the Common Expenses and Common Surplus of this and any other condominiums operated by the Association. The operation of such additional condominiums by the Association will not constitute or result in a merger of the Common Elements of the separate condominiums, and each condominium shall continue to constitute a separate condominium. The Association shall administer and manage the Condominium Property, and shall have all of the powers reasonably necessary or desirable to do so, including those powers set forth in the Condominium Act, the Articles, this Declaration, and the By-Laws.

B. Membership.

The Owner of each Unit shall become a member of the Association automatically upon and simultaneously with receipt of a deed of conveyance of fee title from the Developer, or in the case of a conveyance by a grantee or remote grantee of Developer, upon receipt of a deed evidencing a conveyance of fee title pursuant to a transfer which has been approved by the Association or a transfer which does not require approval. Membership in the Association may not be transferred separate and apart from a conveyance of the Unit. Membership in the

Association shall terminate upon conveyance or transfer of the Unit, whether voluntary or involuntary.

C. Voting Rights.

There shall be one vote appurtenant to each Unit and the total number of votes in the Association shall equal the total number of Units in the Condominium. If a Unit Owner owns more than one Unit, the Unit Owner shall be entitled to one vote for each Unit owned. If a Unit is owned by more than one person, the manner in which the vote shall be cast shall be determined in the manner provided in the By-Laws.

D. Association Management.

The Association shall have the power from time to time to enter into agreements with manager(s) or managing company(ies), and to the extent permitted by law, to delegate maintenance, management, and operational duties and obligations to such manager(s) or management company(ies).

E. Right of Access.

The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or Limited Common Elements, for making emergency repairs necessary to prevent damage to the Limited Common Elements, Common Elements or to another Unit or Units and to do other work reasonably necessary for the proper maintenance and operation of the Condominium.

VIII. MAINTENANCE, REPAIRS AND REPLACEMENTS.

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

A. Units.

Each Owner shall maintain, repair and replace, as necessary, all portions of his Unit, including but not limited to the fixtures, equipment and appliances located therein or exclusively serving the same. Each Owner will also maintain and keep the balcony, porch or terrace, in an orderly condition and repair or replace any damaged screens. All maintenance, repairs and/or replacements for which Unit Owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Units, Limited Common Elements or Common Elements, shall be performed promptly as the need arises. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss of or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance. If a Unit Owner fails to perform promptly his responsibilities of repair, maintenance and replacement, the Association shall be entitled to seek all remedies available at law, including the right to take legal action to require the Unit Owner to perform the responsibilities. The Association in addition shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to the Unit for that purpose. The Association shall be entitled to file a lien against the Unit for the amount of any cost which it incurs in performing any such maintenance, repair or replacement work which is not reimbursed to the Association by the Unit Owner immediately upon demand.

B. Common Elements.

The Association shall be responsible for maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements. The Association shall, at the expense of the Owners of all Units in the Condominium, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements. The Association may also maintain any of the unpaved areas in the Property and any of the land abutting any lake edges to the extent that the same are not otherwise being maintained.

C. Limited Common Elements.

The Association shall be responsible for performing necessary maintenance, repairs and replacements, and keeping in clean and orderly condition, any Common Elements designated herein as Limited Common Elements to the extent that the responsibility for the same has not been designated herein as the responsibility of the Unit Owner to which such Limited Common Element is an appurtenance; provided that, the cost of the same (other than with respect to parking spaces) shall be borne by the Owner(s) of the Unit(s) to which said Limited Common Elements are appurtenant and the Association shall have the option to perform those duties if the Unit Owner shall fail to do so, which performance shall not relieve the Unit Owner's obligation so to perform. The costs of any such Association performance on the Unit Owner's behalf shall be paid for by the Unit Owner upon the demand of the Association and the amount due to the Association shall bear interest at the highest rate permitted by law from the date expended until paid in full. The Association may file a lien for any such costs which a Unit Owner does not reimburse to the Association immediately upon demand. The costs for all maintenance and repair of the boat slips which may be developed and assigned by the Developer as Limited Common Elements shall be borne proportionately by the Owners of the Unit(s) to which said Limited Common Elements are appurtenant with the Association performing the duties of maintenace and repair on the Unit Owner's behalf. A separate budget for such expenses will be prepared annually by the Association and the Units to which the Limited Common Elements pertaining to the boat slip(s) are appurtenant shall be subject to assessment for such expenses in the same manner as they are subject to all other assessments of the Association as provided for herein.

D. Maintenance and Repair Necessitated by Negligence Of Unit Owners.

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

IX. INSURANCE.

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

A. Duty and Authority to Obtain.

The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit Owners and their mortgagees. The Owner of each Unit may, at the expense of such Owner, obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others; provided, that each policy of such insurance purchased by a Unit Owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit Owners, the Association, and their respective employees, agents, guests and invitees.

B. Required Coverage.

The Association shall purchase and carry insurance coverage as follows:

(1) Casualty Insurance.

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

(a) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and

(b) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar in construction, location and use, to the buildings and other improvements of the Condominium, including, without limitation, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available; and

(c) Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association to protect the Association and the Owners of all Units, including, without limitation, hired automobile, non-owned automobile, off-premises employee coverage, water damage and legal liability, with cross-liability, endorsements to cover liability of all Unit Owners as a group to each Unit Owner; and

(d) Workmen's compensation insurance to meet the requirements of law; and

(e) Flood insurance, if the same shall be necessary under the laws of the United States for federally related mortgage loans to be made upon Units; and

(f) Fidelity insurance, if applicable, covering all officers and employees of the Association and any managing agent who handles Association funds.

(g) Any insurance deemed necessary or desirable by the Board of Directors.

(2) Waiver by Insurer.

Wherever obtainable and if practical the insurance policies shall waive the insurer's right to (a) subrogation against the Association and against Unit Owners individually and as a group; (b) any provision that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (c) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more Unit Owners.

C. Optional Coverage.

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

D. Premiums.

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

E. Assured.

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

F. Insurer.

All insurance policies shall be issued by an insurer duly authorized to do business in Florida and having an office or agent in the County. All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its

insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

G. Insurance Trustee.

The Association shall have the right, prior to or upon the occurrence of any event causing or resulting in the need for the same, to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee.

(1) Qualifications, Rights and Duties.

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

H. Application of Insurance Proceeds.

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

assessed by the Association against, and collected from, all Unit Owners, as a Common Expense, and, in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged and the Limited Common Elements shall be assessed by the Association against, and collected from, the Owner(s) of such damaged or destroyed Units or Limited Common Elements.

I. Deposits to Insurance Trustee After Damage.

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

X. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

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

A. The Building.

If the Building shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(1) Total Destruction of Building.

If the Building is totally destroyed or is so damaged that no Unit therein is habitable, the building and the improvements comprising Common Elements shall not be reconstructed, and the Condominium shall be terminated unless the Owners of Units to which seventy-five percent (75%) of the Common Elements are appurtenant agree in writing, within sixty (60) days after the date of such destruction, to reconstruct the same and the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

(2) Damage to and Destruction of Part of the Building.

If some, but not all, of the Building is damaged and/or destroyed and one or more of the Units remains habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed, so that the Building and/or Unit shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

B. Common Elements.

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

C. Certificate.

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

D. Plans and Specifications.

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

E. Responsibility.

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

F. Construction Funds.

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

(1) Association.

If the total funds assessed against and collected from Unit Owners by the Association for payment of repair and reconstruction costs is more than Fifteen Thousand Dollars ($15,000.00), then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee.

The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit Owners by the Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(a) Unit Owners.

The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or

more, but less than all, Unit Owners, shall be paid by the Insurance Trustee to the affected Unit Owners and, if any of such Units are mortgaged, to the affected Unit Owners and their mortgagees jointly.

(b) Association - Minor Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Fifteen Thousand Dollars ($15,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Fifteen Thousand Dollars ($15,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(d) Surplus.

It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair are from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the beneficial Owners of the fund in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate.

Notwithstanding the provisions herein, the Insurance Trustee will not be required to determine whether or not sums paid by Unit Owners upon assessments are to be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the

payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that, when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee and when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

XI. CONDEMNATION

A. Deposit of Awards with Insurance Trustee.

The taking of Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association a special assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

B. Determination Whether to Continue Condominium.

Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

C. Disbursement of Funds.

If the Condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

D. Unit Reduced but Tenantable.

If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) Restoration of Unit.

The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(2) Distribution of Surplus.

The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

(3) Adjustment of Shares in Common Elements.

If the number of Units in the Condominium is reduced by the taking, the share in the Common Elements appurtenant to all Units shall be recalculated proportionately by the Association.

E. Unit Made Untenantable.

If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) Payment of Award.

The award shall be paid first to all Institutional Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not tenantable; and then jointly to the Unit Owners and mortgagees of Units not tenantable in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments previously reserved for Institutional Mortgagees; and the balance, if any, to repairing and replacing the Common Elements.

(2) Addition to Common Elements.

The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(3) Adjustment of Shares in Common Elements.

The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted in an appropriate manner by the Association.

(4) Assessments.

If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Unit Owners who will continue

as Owners of Units after the changes in the Condominium effected by the taking. The assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

(5) Arbitration.

If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

F. Taking of Common Elements.

Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

G. Amendment of Declaration.

The changes in Units, in the Common Elements and in the Ownership of the Common Elements that are effected by condemnation shall be evidenced by an Amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Association.

XII. OWNERSHIP AND USE RESTRICTIONS.

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

A. Units.

Each Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an ~~officer,~~ director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, and such persons' families and guests: (i) an individual lessee or

sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children, grandchildren, unmarried couples and housekeepers. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

B. Common Elements.

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

C. Nuisances.

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

D. Lawful Use.

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

E. Leasing.

No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Leasing of Units shall also be subject to the prior written approval of the Association. No Unit shall be leased more than twice each year and no Unit may be leased or rented for a period of less than three (3) months. Unit Owners wishing to lease their Units shall be required to place in escrow with the Association the sum of $500 which may be used by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for

injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed $50.00 shall be returned to the Unit Owner within ninety (90) days after the tenant and all subsequent tenants permanently vacate the Unit. All leases shall also comply with and be subject to the provisions of Article IX hereof.

F. Parking.

(1) Parking areas are solely for non-commercial automobiles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours.

(2) No commercial vehicles, campers, mobile homes, motorhomes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers or vans shall be permitted to be parked or to be stored at any place on the Condominium Property, except as to vans, those approved by the Board for specified periods of time. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Developer's vehicles.

(3) No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.

(4) Vehicles will only be washed in designated vehicle wash areas, if any.

G. Waterway Regulation.

(1) No boathouse, dock, wharf, or other structure of any kind shall be erected, placed, altered, or maintained on the shores of the waterway adjacant to the Condominium except for those constructed by Developer.

(2) No boats of any kind shall be docked along the shoreline except in designated boat slips in the marina. The Association shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. Any approval by the Association shall be subject to any and all governmental approvals and permits that may be required.

Shoreline contours of the waterway above or below water and any retaining walls that may be installed by Developer may not be changed without the written approval of the Association. No portion of the Condominium Property shall be increased in size by filling in the waters upon which it abuts.

(3) No swimming shall be permitted in the waterway.

H. Antennae.

No aerial or antenna shall be erected or maintained on or about the exterior of any Unit.

I. Rules and Regulations.

Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by a majority vote of the Board. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

J. Proviso.

Until Developer has completed and sold all of the Units, and all of the Units in the Phase II Property, if and as the same are added to the Condominium, and completed and sold all of the Units or other residences which Developer may elect to construct in the development area, neither Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the proposed improvements and the sale of these Units. Developer may make such use of the unsold Units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Property and the display of signs. And further provided, however, that Developer retains the right, so long as it holds fee simple title to any Unit in any part of the development area, to establish a plan for leasing any Unit or Units in the Condominium or in the development area, whether such Unit or Units be owned by it or not, and thereafter to administer such plan for voluntarily participating Unit Owners on such terms as Developer may provide, including without limitation the right to operate such leasing plan or any pooling of rentals arrangement it may adopt.

XIII. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain complementary uses, congential neighbors and to protect the value of Units, the transfer of title to or possession of Units by any Owner other than Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each Owner covenants to observe:

A. Transfers Subject to Approval.

(1) Sale.

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

(2) Lease.

No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease without approval of the Association except to another Unit Owner, except as provided in Article XII, Paragraph E hereof. The Association may cause any person(s) taking possession of a Unit without first obtaining the approval of the Association to be removed therefrom and may utilize all remedies at law and in equity to enforce this provision, which remedies shall include, but not be limited to assessing the Unit Owner the amount of $50 for each day until such time that the person(s) wrongfully possessing vacates the Unit or until the occupancy by such person(s) is approved by the Association. The Association may enforce the collection of this amount, which the Unit Owners, by the act of purchasing their Units, each agree to be a reasonable amount of liquidated damages rightfully due to the Association, in the same manner that it may enforce the obligation of a Unit Owner to pay the other assessments levied by the Association as provided for herein.

(3) Gift.

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

(4) Other Transfers.

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

B. Approval by Association.

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

(1) Notice to Association.

(a) Sale.

A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice pursuant to a form approved by the Association of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease.

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

(c) Gift; Other Transfers.

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

(d) Failure to Give Notice.

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

(2) Certificate of Approval.

(a) Sale.

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

(b) Lease.

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

(c) Gift; Other Transfers.

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

(3) Approval of Owner other than an Individual.

Inasmuch as the Condominium may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant of the Unit being approved by the Association. Any change in the primary occupant of the Unit shall be deemed a change of ownership subject to Association approval pursuant to this Article.

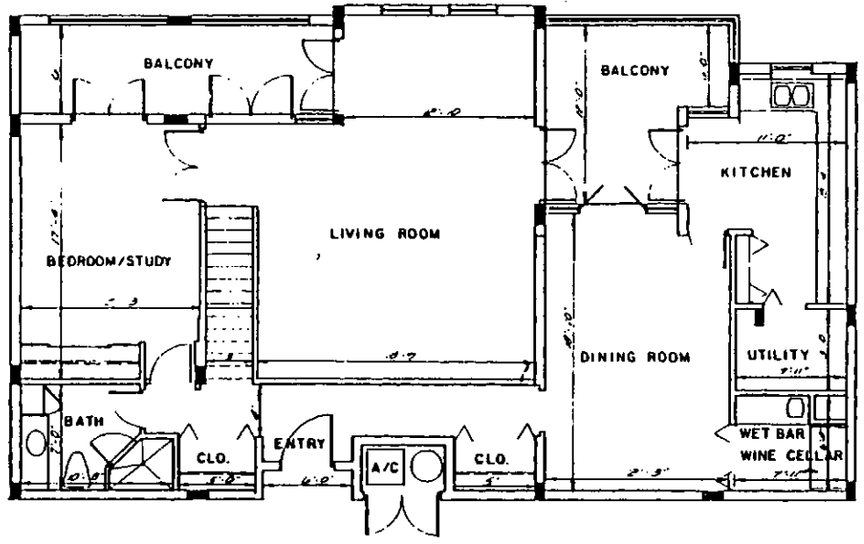
C. Disapproval by Association.

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

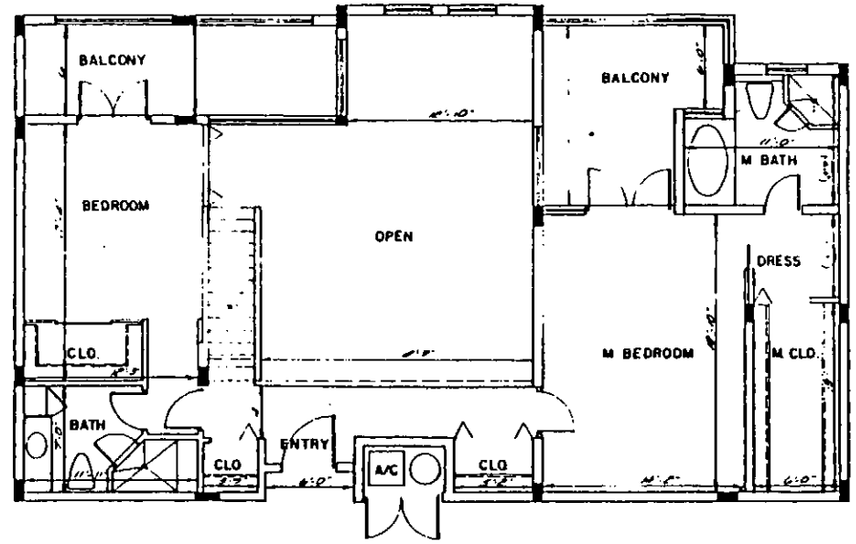
(1) Sale.

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

Mizner Court — a condominium



UNIT - A·T·R FIRST FLOOR PLAN



UNIT - A·T·R SECOND FLOOR PLAN

GRAPHIC SCALE

SHEET 3 OF 7

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1207 EAST NEWPORT CENTER DRIVE, SUITE 255, DEERFIELD BEACH, FLORIDA, 33442

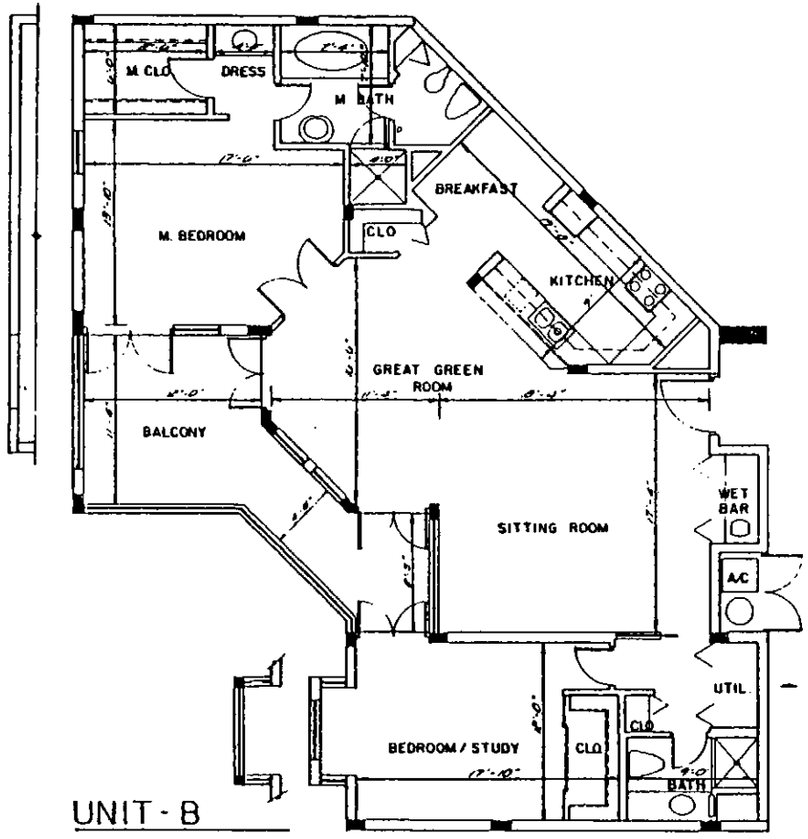
TYPICAL "A·T·R" UNIT
EXHIBIT " C "
TO THE DECLARATION OF CONDOMINIUM

UPDATES AND REVISIONS	DATE	BY	CHK	APVD

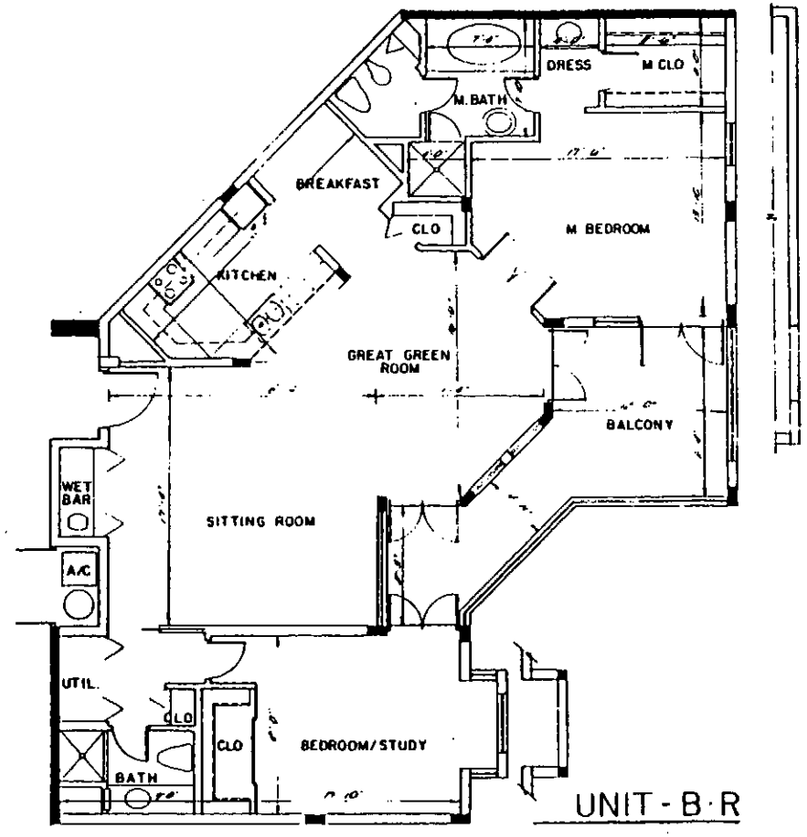
SCALE 1" = 8'-0"
BY RN
CHK'D
DATE APRIL 1985
F.B. PG
JOB NO 84-0180
FILE NO CD

ORB 5573 Pg 1913

Mizner Court — a condominium



UNIT - B



UNIT - B·R

GRAPHIC SCALE

SHEET 4 OF 7

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1207 EAST NEWPORT CENTER DRIVE, SUITE 201, DEERFIELD BEACH, FLORIDA, 33442

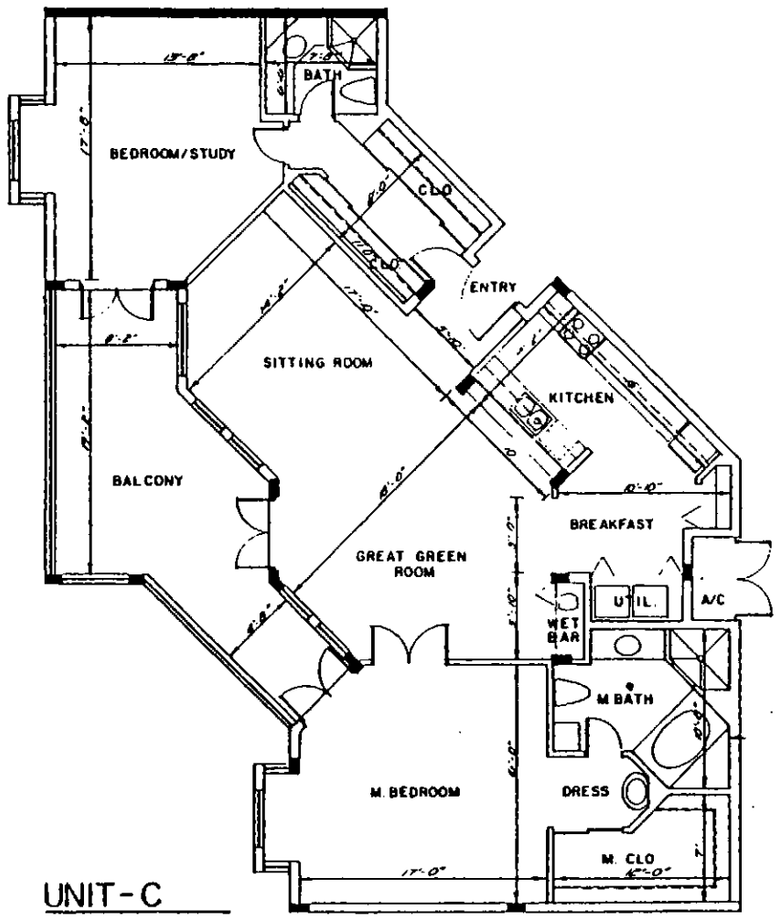
TYPICAL "B" & "B·R" UNIT
EXHIBIT " C "
TO THE DECLARATION OF CONDOMINIUM

UPDATES & REVISIONS	DATE	BY	CK'D	F.B./PG.

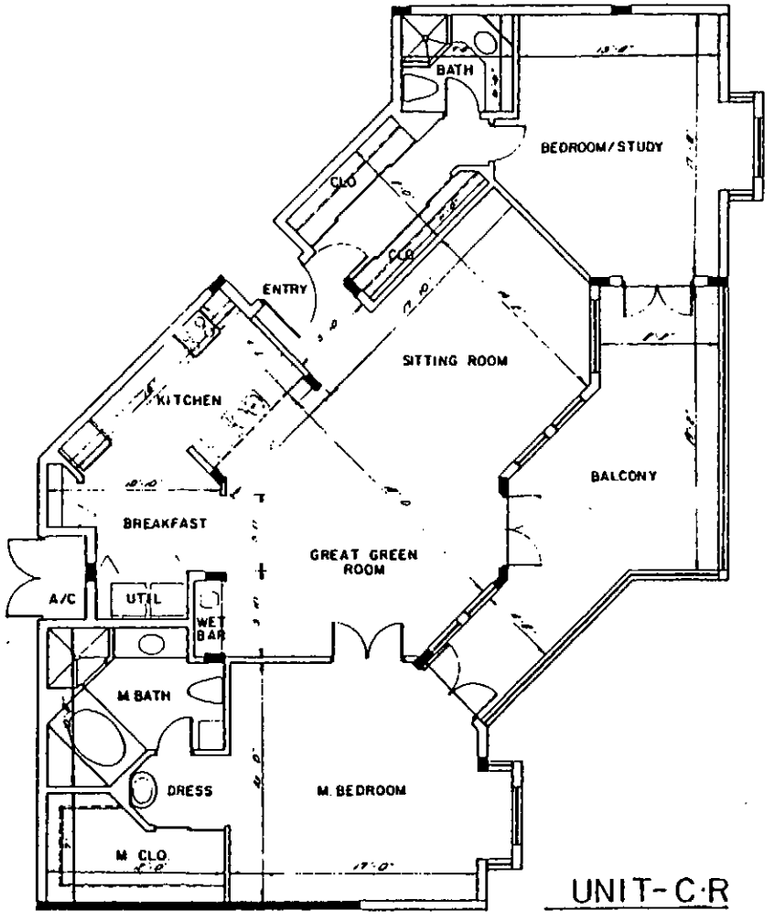
SCALE 1" = 4'-0"
BY RN
C.K'D
DATE APRIL 1985
F.B. PG.
JOB NO 84-0180
FILE NO CD

ORB 5373 Pg 1114

Mizner Court — a condominium



UNIT-C



UNIT-C·R

GRAPHIC SCALE

ORB 5573 Pg 1915

SHEET 5 OF 7

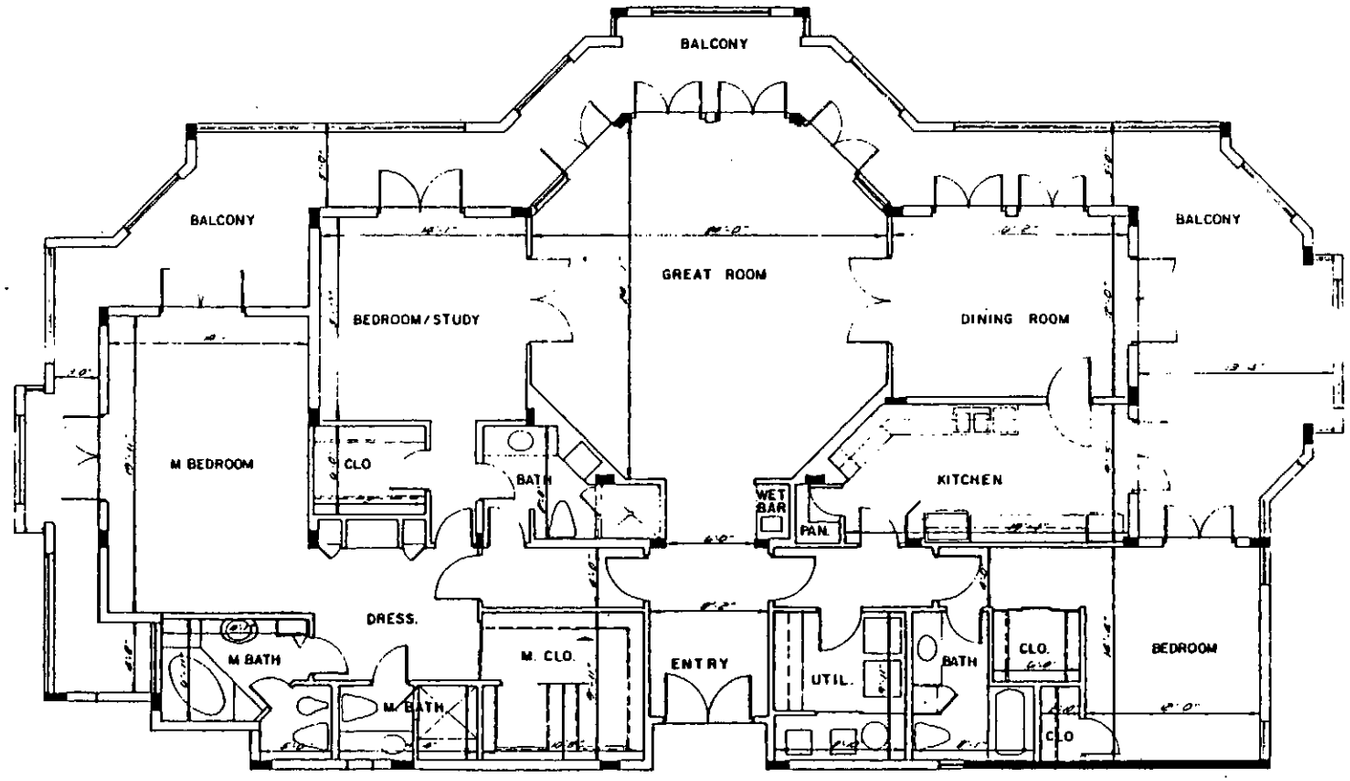
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1287 EAST NEWPORT CENTER DRIVE, SUITE 201, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

TYPICAL "C" & "C·R" UNIT
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK'D	F.B./PG.

SCALE	1" = 4'-0"
BY	RN
CK'D	
DATE	APRIL 1985
F.B.	PG.
JOB NO.	84-0180
FILE NO.	CD

Mizner Court — a condominium



UNIT - E

GRAPHIC SCALE

SHEET 7 OF 7

ORB 5573 P 917

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1287 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

TYPICAL "E" UNIT
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

UPDATES, and/or REVISIONS	DATE	BY	CK'D	F.B./PG.

SCALE	1" = 4'-0"
BY	R.M.
CK'D	
DATE	APRIL 1985
F.B.	PG.
JOB NO.	84-0180
FILE NO.	C-D

(a) The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

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

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase.

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

(2) Lease.

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

(a) The rental to be paid by the lessee, to be identified in the Agreement, shall be that stated in the disapproved lease.

(b) The rental shall be paid in cash.

(c) The lease term, and the other conditions and terms of the lease, shall be those stated in the disapproved lease.

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

(3) Gifts; Other Transfers.

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

D. Mortgage.

No Unit Owner may mortgage his Unit nor any interest therein without the approval of the Association except to an Institutional Mortgagee as defined herein. The approval of any other mortgagee will not be unreasonably withheld, but approval may be subject to certain conditions imposed by the Association.

E. Exceptions.

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

F. Unauthorized Transactions.

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

G. Notice of Lien or Suit.

(1) Notice of Lien.

A Unit Owner shall give notice to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(2) Notice of Suit.

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

(3) Failure to Comply.

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

XIV. COMPLIANCE AND DEFAULT.

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

A. Remedies.

The Association shall be entitled to all rights and remedies provided by this Declaration of Condominium, the Articles of Incorporation, the By-Laws, the Rules and Regulations, the Condominium Act and/or Florida law.

B. Costs and Attorneys' Fees.

In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Articles of Incorporation and By-Laws of the Association, and any and all rules and regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party

shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees (at the trial and appellate levels).

C. No Waiver of Rights.

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

XV. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.

The Association has been granted the right to make, levy and collect assessments against the Owners of all Units and said Units to provide the funds necessary for proper operation and management of the Condominium, including, but not limited to the operation, maintenace, repair or replacement of the Common Elements and Limited Common Elements. If so authorized by the Master Association, the Association may also collect any Master Association assessments which are due or may become due to the Master Association from time to time and then remit any monies so collected to the Master Association. If so authorized by the Association the Master Association may collect any assessments which are due or which may become due to the Association from time to time and then remit any monies so collected to the Association. If the assessments of the Association are to be collected by the Master Association, the Association will deliver to the Master Association a list containing the names, addresses and assessment amounts to be collected by the Master Association at least 30 days prior to the date on which the Master Association will bill the Unit Onwer's for their share of the assessments. The Master Association will be entitled to all of the rights and remedies relating to the collection of assessments that the Association is entitled to if it is collecting the assessments on the Association's behalf. In any event, the Association and Master Association will co-operate and work together to collect the assessments due to each of them. The Association or the Master Association will be required to remit to the other only those funds which it actually collects on the others behalf and neither the Association nor the Master Association will be responsible or liable for the amount of any uncollected assessments. The following provisions shall govern the making, levying and collecting of Association assessments or Master Association assessments, as applicable, and the payment of the costs and expenses of operating and managing the Condominium by the Association.

A. Determination of Assessments.

Assessments by the Association against each Owner of a Unit and his Unit shall be the fractional share of the total assessments to be made against all Owners of Units and their Unit as is set forth in the Schedule annexed hereto and made a part hereof as Exhibit "D". Should the Association become the Owner of any Unit(s), the assessment which would otherwise be due and payable to the Association by the Owner(s) of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be apportioned and the assessment therefor levied ratably among the Owners of all Units which are not owned by Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association. Notwithstanding any provisions herein to the contrary, the cost for the maintenance and repair of the boat slips which may be developed will be assessed

against only those Owners of Units to which the Limited Common Elements pertaining to such boat slips are appurtenant in accordance with the provisions of Article VIII C. hereof.

B. Time for Payment.

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

C. Annual Budget.

The Board shall, in accordance with the By-Laws of the Association, establish, to the extent necessary, separate annual budgets in advance for each fiscal year, which shall correspond to the calendar year, which budgets shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium and of the boat slips, if developed, including, to the extent required by law or when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves, and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the assessment for the year shall be based upon such budget; provided, that failure to deliver a copy of the budget to a Unit Owner shall not affect the liability of such Owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium or the boat slips, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem necessary. If such additional assessments are levied, written notice describing the specific purpose or purposes of the assessment will be sent or delivered to the Owner of each Unit. The funds collected pursuant to such additional assessments shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon the completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

D. Reserve Funds.

The Board, in establishing each annual budget, shall include therein a sum to be collected and maintained as a reserve fund for the repair and replacement of Common Elements and personal property held for the joint use and benefit of the Owners of all Units. The budget for the boat slips shall include a reserve fund for the repair and replacement of the boat slips and the personal property used in connection therewith, which items will not be included within the annual budget established by the Board for the assessment of all Unit Owners.

E. General Operating Reserve.

The Board, when establishing each annual budget may, when deemed necessary or desirable, and at least to the extent from time to time required by law shall, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Owners of Units, as a result of emergencies or for other reason placing financial stress upon the Association. The annual amount allocated to such operating reserve and

collected therefor, except as required by law, shall not exceed twenty-five percent (25%) of the current annual assessment levied against the Owners of all Units. Upon accrual in the operating reserve of an amount equal to twenty-five percent (25%) of the current annual assessment, unless and except to the extent required by law, no further payments shall be collected from the Owners of Units as a contribution to such operating reserve, unless it shall be reduced below the twenty-five percent (25%) level, in which event, the annual assessment against each Owner and/or Unit may be increased to restore the operating reserve to an amount which will equal twenty-five percent (25%) of the current annual amount of said assessment. The Unit Owners may call a special meeting of the Association or the Unit Owners may raise issues pertaining to the reserves at a general meeting of the Association as provided for in the By-Laws. Upon the affermative vote of a majority of the Unit Owners the Association may elect to reduce the levels of the reserves below those stated above.

F. Use of Association Funds.

All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation, and By-Laws and as the monies for annual assessments are paid to the Association by any Unit Owner, the same may be co-mingled with monies paid to the Association by the other Owners of Units. Notwithstanding the foregoing, all monies collected in connection with boat slip assessments shall be held and applied only toward the maintenance and repair of the boat slips. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit. All monies collected on behalf of the Master Association shall be remitted to the Master Association.

G. Delinquency or Default.

The payment of any assessment or installment thereof due to the Association or due to the Master Association shall be in default if not paid to the Association or the Master Association, respectfully, on or before the date due. When in default, the delinquent assessments or installments thereof shall bear interest from the date due at the highest rate permitted by law until the same, and all interest due thereon, has been paid in full.

H. Personal Liability of Unit Owner.

The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments (including those of the Master Association which the Association is collecting on its behalf), and to the Master Association for the payment of all assessments which it is collecting, regular or special, interest on such delinquent assessments or installments thereof as above provided, and for all costs of collecting the assessments and interest thereon, including reasonable attorneys' fees (at the trial and appellate levels), whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

I. Liability not Subject to Waiver.

No Owner of a Unit may exempt himself from liability for any assessment levied against such Owner and his Unit (including those of the Master Association) by waiver of the use or enjoyment of any of the Common Elements, the Limited Common Elements, or by abandonment of the Unit, or in any other manner.

J. Lien for Assessment.

The Association and the Master Association are hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon any Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) assessments levied against the Unit and the Owner(s) thereof by both the Association and the Master Association, and (2) interest, if any, which may become due on delinquent assessments owing to the Association and the Master Association, and (3) costs and expenses, including reasonable attorneys' fees (at the trial and appellate levels), which may be incurred by the Association and the Master Association incident to the collection of assessments and in enforcing their lien upon the Unit and its appurtenances. The lien granted to the Association and the Master Association may be established and foreclosed in the Circuit Court in and for the County, and in any suit for the foreclosure of said lien, the Association or the Master Association, as appropriate shall be entitled to rental from the Owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a receiver for said Unit. The rental required to be paid shall be equal to the rental charged on comparable types of Units in the City. The lien of the Association and the Master Association, as appropriate shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association or the Master Association to preserve and protect their lien, together with interest at the highest rate permitted by law on all such advances made for such purpose.

K. Recording and Priority of Lien.

The lien of the Association and the Master Association shall be effective from and after recording in the Public Records of the County a claim of lien stating the description of the Unit encumbered thereby, the name of the record Owner, the amount and the date when due, and shall continue in effect for a period of no longer than one year after recording, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided, which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure. Such claims of lien shall be signed and verified by an officer or agent of the Association and the Master Association if the Master Association files such a lien. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association or the Master Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's or Master Association's claim of lien except that the lien of the Association or the Master Association for tax or special assessment advances made by Association or the Master Association where any taxing authority having jurisdiction levies any tax or special assessment against

the Condominium or the area subject to the Master Association, respectively, as an entirety instead of levying the same against each Unit and its appurtenant undivided interest in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's or the Master Association's claim of lien therefor, and the Association's or the Master Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration.

L. Effect of Foreclosure or Judicial Sale.

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

M. Effect of Voluntary Transfer.

When the Owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the Owner of such Unit, shall furnish within 15 days after receipt of such written request, to the proposed lessee, purchaser or mortgagee, a statement stating all assessments and other monies which shall be due and payable to the Association by the Owner of such Unit with respect to the Unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

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

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

N. No Election of Remedies.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment, including any Master Association assessment, shall not be deemed to be an election by the Association or the Master Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

XVI. REGISTRY OF OWNERS AND MORTGAGEES.

A. Register.

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

B. Notices to Lenders.

Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor of a mortgage encumbering a Unit and the Unit number or address, any such mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(1) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;

(2) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of sixty (60) days;

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(4) Any proposed action which would require the consent of a specified percentage of mortgage holders.

XVII. ALTERATIONS AND IMPROVEMENTS.

Any alterations and improvements to the Condominium Property shall comply with the following:

A. Alterations by Unit Owners other than Developer.

No Unit Owner other than Developer shall, without first having obtained the written consent of the Board of Directors of the Association, the approval of the Architectural Review Board of the Association and the approval of the Architectural Review Board of the Master Association and all required governmental approvals and permits, make any alteration, replacement, decoration, enclosure, or addition to the Common Elements (including any Limited Common Element appurtenant to a Unit) or any exterior portion of the Building (whether a part of a Unit, the Limited Common Elements or a part of the Common Elements), except for replacement of screening or glass in a window or glass door contained in a Unit with screening or glass similar to the material that is being replaced. Without limiting the generality of the foregoing, no Unit Owner other than Developer, without having first obtained the prior consent of the Board of Directors of the Association and the Architectural Review Board of the Master Association shall:

(1) change, modify or remove, in whole or in part, replace, reroute, or otherwise affect any column, wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for; or

(2) change, modify or otherwise affect in any manner any mechanical, electrical, plumbing, telecommunication, architectural or structural system or element of the Building; or

(3) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture or equipment in or on an exterior of a Unit or Building wall; or

(4) cover, from the inside or outside, the glass or other transparent or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color or material, any and all of which shall conform to Building standards from time to time promulgated by the Board of Directors; or

(5) affix to or over any exterior door or window, or otherwise install on the exterior of any Unit or the Building, any storm or hurricane shutter which has not been approved by the Association or any awning or any protective or decorative panel, panelling, trim, enclosure, fixture, or appliance; or

(6) otherwise change, modify or alter the exterior of any Unit or Building so that it thereby differs in appearance from any other Units of the same type.

The Developer will not be required to obtain any of the consents referred to in this Article XVII before altering any Unit which it owns.

B. Requests for Approval.

All requests by Unit Owners for approval of alterations or additions shall be submitted to the Board of Directors and the Architectural Review Board of the Master Association in writing together with (a) three (3) copies of such plans and specifications for the Board of Directors and two (2) additional copies of such plans and specifications for the Architectural Review Board of the Master Association so that both entities may evaluate the request, and (b) such reasonable fee as from time to time may be fixed by the Board of Directors and the Architectural Review Board of the Master Association to defray the expenses of reviewing such requests. The Board of Directors of the Association shall have a period of forty-five (45) days after the date of its receipt of any such request within which to approve or disapprove the same and the Architectural Review Board of the Master Association will review such requests in accordance with the provisions of the documents creating the Master Association. Any Unit Owner making an addition, alteration, or improvement shall be deemed to have agreed to indemnify and hold the Association and all other Unit Owners harmless from all damages and liability which results from such addition, alteration or improvement in the event any Unit Owner performs any alterations, improvements, or additions without having obtained the consent of the Board of Directors and the Architectural Review Board of the Master Association, and the Association and the Master Association shall also each have all remedies provided by the Condominium Act and the right to seek injunctive relief. In addition, the Association or the Master Association may remove or modify any such alterations, improvements or additions at the Unit Owner's expense and shall be entitled to access to the Unit for the purpose of doing so. In the event of a conflict between the Architectural Review Board of the Association and of the Master Association in the granting of approvals, the decision of the Master Association Architectural Review Board shall be binding and determinative.

C. Alterations by the Association.

The Association shall not make any alteration of, addition to, or expansion of the Common Elements, unless the alteration, addition, or expansion has been approved by the Owners of Units to which at least seventy-five percent (75%) of the Common Elements are appurtenant. The cost of such alterations, improvements and/or additions shall be a Common Expense of the Condominium.

D. Alterations by the Developer.

As long as Developer shall own at least one Unit in the Condominium, Developer shall have the right, without the vote or consent of the Association to:

(1) Make structural and non-structural changes, alterations, additions, or improvements in and to the Units owned by Developer and to change the interior design and arrangement of Developer-owned Units; and

(2) Change the size and/or number of Developer's Units by combining all or part of two or more Developer's Units or by subdividing one or more Developer's Units (including any Units resulting from the prior combination of two or more of Developer's Units) or otherwise. If Developer makes any such change in the size or number of Developer's Units, Developer shall have the right to reapportion among the affected Developer Units their appurtenant undivided interest in the Common Elements; provided, however, that the

percentage interest in the Common Elements of any other Units (other than the affected Developer Units) shall not be changed by reason thereof unless the Owners of such other Units shall consent thereto in writing. Any change in the number or size of Developer's Units and any reapportionment of their appurtenant undivided interests in the Common Elements shall be reflected by an Amendment to this Declaration of Condominium which shall contain a survey reflecting the change and which need be executed only by Developer and all Institutional Mortgagees holding an Institutional Mortgage on the affected Developer Units. The Amendment need not be approved or executed by the Association or by Unit Owners other than Developer.

E. Compliance with Laws and Regulations.

All additions, alterations and approvals shall be made in compliance with all applicable governmental laws and regulations and all zoning and building code regulations. All work shall be designed and performed by properly licensed architects and contractors, and in such a manner that the structural integrity of the Building is not adversely affected.

The Developer expressly disclaims any liability or responsibility for any reconstruction, repair, or alteration to any waterways which may be required by any governmental entity, and all results therefrom, including without limitation, the effects of accretion, erosion, avulsion or reliction.

XVIII. TERMINATION.

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

A. Destruction.

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

B. Agreement.

At any time after the earlier to occur of the seventh anniversary of the filing of this Declaration in the Public Records of Palm Beach County, Florida or the completion of the improvements to the Phase II Property, the Condominium may be terminated by the approval in writing of all of the Owners of Units in the Condominium, and by all record Owners of mortgages upon Units therein owned by Institutional Mortgagees and other mortgagees approved by the Association. Prior to the expiration of any applicable time limitation established by law which would limit the Developer's ability to add the Phase II Property to the Condominium, the written approval of termination of the Condominium shall also require the joinder and consent of the Developer, which joinder and consent may be withheld by Developer for any reason whatsoever. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the Owners of Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant, and of the record Owners of all mortgages upon Units in the Condominium owned by Association, are obtained not later than thirty (30) days from the date of such meeting, then the approving Owners shall have an option to buy all of the Units of the other Owners for the period ending

on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1) Exercise of Option.

The option shall be exercised by delivery or mailing by certified mail to each of the record Owners of the Units to be purchased of an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall agree to purchase all of the Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(2) Price.

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

(3) Payment.

The purchase price shall be paid in cash.

(4) Closing.

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

C. Certificate.

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

D. Shares of Owners After Termination.

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

E. Amendment.

This Article shall not be amended without consent of all Unit Owners and of all owners of mortgages required to approve termination by agreement.

XIX. AMENDMENT.

Except as elsewhere in this Declaration or in the Condominium Act otherwise provided, this Declaration may be amended only as follows:

A. Amendment by the Association.

(1) Proposal.

Amendments to this Declaration may be proposed by the Board of Directors by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the Owners of a majority of the Units, whether by vote of such Owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them. Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer.

(2) Notice.

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

(3) Adoption.

The proposed amendment may be adopted, and shall become effective, unless otherwise provided herein by and upon the affirmative vote of the owners of seventy-five percent (75%) of the Units which are represented in person or by proxy at any meeting at which a quorum is present, provided that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant.

B. Amendment by Developer to Correct Errors or Omissions.

For so long as Developer owns any Units in the Condominium, Developer may, without joinder or consent of the Association or any Unit Owner or mortgagee, (i) adopt and record an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially affecting the rights of Owners, lienors or mortgagees and (ii) make changes in the proposed development of the Phase II Property to the extent permitted by law.

C. Effective Date and Recording Evidence of Amendment.

Any amendment to this Declaration shall be effective as to members of the Association and persons having actual knowledge of the adoption of any amendment to this Declaration, (1) as of the date of adoption or otherwise as may be specified in the resolution or instrument creating the amendment; and (2) as to non-members of the Association without actual knowledge of an amendment to this Declaration, at the time the affected person acquires actual knowledge thereof or at the time of filing the amendment or certificate of amendment in the Public Records of the County, whichever occurs first. The President of the

Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall cause to be filed in the Public Records of the County, the original amendment to the Declaration, if it is in the form of an instrument executed and acknowledged by Unit Owners and the holders of liens thereon, or a certificate of amendment, if it is a certification by the proper officers of the Association that such amendment was adopted by the Association at a meeting of the members. A true and correct copy of each such amendment or certificate of amendment shall be delivered, forthwith after adoption thereof, to the record Owners of all Units and to the record Owners of all liens on Units, by the President, Vice President or other acting chief executive officer of the Association, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

D. Exceptions.

Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

(1) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record Owner(s) thereof and all record Owners of liens thereon shall join in the execution and acknowledgement of the amendment, or

(2) Discriminate against any Unit Owner or against any Unit comprising part of the Condominium Property unless the record Owners of all affected Units and record Owners of all liens thereon shall join in the execution and acknowledgement of the amendment, or

(3) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit Owner in the Common Surplus, unless the record Owners of all affected Units and record Owners of all liens thereon shall join in the execution and acknowledgement of the Amendment, or

(4) Increase the share of any Unit Owner(s) in the Common Expenses or Common Surplus, unless the record Owners of all Units and the record Owners of all liens thereon shall join in the execution and acknowledgement of such amendment. No amendment to this Declaration shall make any change in Article IX hereof, entitled "Insurance", nor in Article X hereof, entitled "Reconstruction or Repair After Casualty", unless the record Owners of all liens on Units shall join in the execution and acknowledgement of the amendment.

XX. ADDITIONAL RIGHTS OF DEVELOPER.

In addition to all other rights, privileges and benefits reserved to Developer in this Declaration, Developer shall also be entitled to the following rights, privileges and benefits:

A. Sales Activity.

Until such time as the Developer has sold all of the Units in the Condominium as the same may be modified from time to time by the addition of all or any portion of the Phase II Property, Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, mortgage, and/or rent Units to any persons approved by it, free and clear of any approval rights or rights of refusal of adjacent Unit Owners or the Association. The Developer shall have the right to transact on

the Condominium Property any business necessary for the offering for sale or rental of Units, including but not limited to the right to maintain models, have signs for sales or rentals and otherwise retain employees in its office, use the Common Elements to show Units, and to use any Unit or Units for Developer's sales offices. Any sales or display office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Units, or the Developer reacquires any Units, the Developer retains the right to be the Owner thereof and to sell, mortgage and/or rent said Units without the necessity of obtaining the approval of the Association and without the payment of any transfer, leasing or other type or form of fee or charge.

B. Control of Association.

When Unit Owners other than the Developer own fifteen percent (15%) of the Units that ultimately will be operated by the Association, the Unit Owners other than the Developer will be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. 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 Association:

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

(2) Three months after 90 percent 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. Developer shall have the right to elect all members of the Board of Directors of the Association which Unit Owners other than Developer are not entitled to elect as long as Developer holds for sale in the ordinary course of business any Unit(s) in the Condominium, and Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Notwithstanding the foregoing, Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors of the Association in the same manner as any other Unit Owner of the Association.

C. Additional Easements.

The Developer (so long as it owns any Units) and the Association each shall have the right to grant such additional utility easements or relocate any existing utility easements in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any

portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for dwelling purposes.

D. Construction; Maintenance.

The Developer (including its designees, and employees) shall have the right in its sole discretion from time to time to enter the Condominium Property for the purpose of completing the construction thereof and for repair, replacement and maintenance purposes where the Association fails to do so, provided same does not prevent or unreasonably interfere with the use or enjoyment of the Unit Owners of the Condominium Property.

XXI. CENTRAL ANTENNA SYSTEM.

Developer reserves to itself, its successors and assigns:

(A) The title to the central telecommunication receiving and distribution system in and upon the Condominium Property and the Phase II Property (if added to the Condominium), and a perpetual easement for the placement and location thereof, including, wihtout limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and

(B) A perpetual easement for ingress to and egress from the Condominium Property and the Phase II Property (if added to the Condominium) to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and

(C) The right to connect the central telecommunication receiving and distribution system to such receiving source, or to enter into a telecommunication service agreement with such person(s) or entity(ies), as Developer may in its sole discretion deem appropriate, including, without limitation, companies licensed to provide the CATV service in Palm Beach County, Florida, for which service Developer, its successors, assigns, or the person(s) or entity(ies) providing telecommunication service, shall have the right to charge the Association and/or individual users, a reasonable fee not to exceed the maximum allowable charge for CATV service to single family residences as from time to time defined by the Code of Laws and Ordinances of Palm Beach County, Florida. In connection with such a service agreement, Developer may convey or assign the rights which it has retained pursuant to the immediately foregoing paragraphs (A), (B) and (C).

XXII. MISCELLANEOUS.

A. Severability.

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

B. Applicability of Declaration of Condominium.

All present or future Owners, tenants, or any other person who might use the facilities of the Condominium in any manner,

are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

C. Construction.

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

D. Parties Bound.

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

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

Witnessed by:

MIZNER COURT ASSOCIATES JOINT VENTURE, a Florida general partnership

By: ARVIDA/JMB PARTNERS L.P., a Delaware limited partnership, as general partner

By: ARVIDA/JMB MANAGERS, INC., an Illinois corporation

By: _____

Attest: _____

[Corporate Seal]

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

BEFORE ME, the undersigned authority personally appeared PATRICK E. SESSIONS and MARK D. LASSMAN, to me known to be the VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of ARVIDA/JMB MANAGERS, INC., an Illinois corporation as the general partner of ARVIDA/JMB PARTNERS L.P., a Delaware Limited partnership as general partner of MIZNER COURT ASSOCIATES JOINT VENTURE, a Florida general partnership, who acknowledged before me that they did, as such officers, execute the foregoing instrument for the purposes therein expressed, on behalf of said corporation and the partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 4 day of FEBRUARY, 1988.

Notary Public
State of Florida at Large
My commission expires:

(Notarial Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

OF

MIZNER COURT CONDONINIUM I,

A CONDOMINIUM

(Attached Exhibit Includes the Phase II Property)

Exhibit "A" Consists of 1 Page

Michael G. Purmort & Associates, Inc.
Suite 202, Executive Plaza
1300 E. Hillsboro Blvd.
Deerfield Beach, Florida 33441

Office: (305) 421-9101

EXHIBIT "A"

DESCRIPTION: MIZNER COURT CONDOMINIUM I (OVERALL)

A portion of Section 29, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 29; thence South 00°01'02" West, along the common line between the Northeast one-quarter and the Northwest one-quarter of said Section 29, a distance of 495.44 feet; thence South 89°42'48" East, along the centerline and Westerly projection thereof, Block 16, Map of Bocaratone, as recorded in Plat Book 6, Page 7 of the Public Records of Palm Beach County, Florida, a distance of 630.32 feet to a point on the Eastern line of said Block 16 and the Point of Beginning of this description; thence continuing South 89°42'48" East, a distance of 80.00 feet; thence North 00°00'46" East, a distance of 91.29 feet; thence North 89°44'36" East, a distance of 553.24 feet to a point on the water's face of the existing bulkhead line on the Westerly side of Lake Boca Raton; thence South 04°06'34" East, a distance of 762.12 feet; thence South 16°11'50" West, a distance of 36.11 feet, the last two courses described being coincident with said bulkhead line; thence South 85°53'26" West, a distance of 272.16 feet; thence South 04°06'34" East, a distance of 87.62 feet; thence South 85°53'26" West, a distance of 31.25 feet; thence South 04°06'34" East, a distance of 80.00 feet; thence South 85°53'26" West, a distance of 282.39 feet ; thence North 05°47'08" East, a distance of 191.10 feet to the Point of Curvature of a circular curve to the left; thence Northerly, along the arc of said curve, having a radius of 172.14 feet, an arc distance of 71.01 feet to the Point of Tangency; thence North 17°51'01" West, a distance of 362.71 feet to the Point of Curvature of a circular curve to the right; thence Northerly, along the arc of said curve, having a radius of 201.53 feet, an arc distance of 69.97 feet to the Point of Tangency; thence North 02°02'39" East, a distance of 93.74 feet; thence North 00°00'46" East, a distance of 142.50 feet to the a point on said centerline and Westerly projection of Block 16 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 12.600 acres, more or less.

EXHIBIT "A-1"

LEGAL DESCRIPTION OF

MIZNER COURT CONDOMINIUM I,

A CONDOMINIUM

Exhibit "A-1" Consists of 1 Page .

Michael G. Purmort & Associates, Inc.
Suite 202, Executive Plaza
1300 E. Hillsboro Blvd.
Deerfield Beach, Florida 33441

Office: (305) 421-9101

EXHIBIT "A-1"

DESCRIPTION: MIZNER COURT CONDOMINIUM I, PHASE I

A portion of Section 29, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 29; thence South 00°01'02" West, along the common line between the Northeast one-quarter and the Northwest one-quarter of said Section 29, a distance of 495.44 feet; thence South 89°42'48" East, along the centerline and Westerly projection thereof, Block 16, Map of Bocaratone, as recorded in Plat Book 6, Page 7 of the Public Records of Palm Beach County, Florida, a distance of 630.32 feet to a point on the Eastern line of said Block 16 and the Point of Beginning of this description;thence continuing South 89°42'48" East, a distance of 80.00 feet; thence North 00°00'46" East, a distance of 91.29 feet; thence North 89°44'36" East, a distance of 553.24 feet to a point on the water's face of the existing bulkhead line on the Westerly side of Lake Boca Raton; thence South 04°06'34" East, along said bulkhead line, a distance of 448.19 feet; thence South 85°53'26" West, a distance of 25.31 feet; thence South 40°53'26" West, a distance of 11.31 feet; thence South 85°53'26" West, a distance of 54.62 feet; thence South 40°53'26" West, a distance of 42.43 feet; thence South 85°53'26" West, a distance of 109.09 feet; thence North 49°06'34" West, a distance of 34.35 feet; thence South 85°53'26" West, a distance of 179.24 feet; thence North 49°06'34" West, a distance of 37.77 feet; thence South 85°53'26" West, a distance of 176.53 feet; thence North 17°51'01" West, a distance of 85.07 feet to the Point of Curvature of a circular curve to the right; thence Northerly, along the arc of said curve, having a radius of 201.53 feet, an arc distance of 69.97 feet to the Point of Tangency; thence North 02°02'39" East, a distance of 93.74 feet; thence North 00°00'46" East, a distance of 142.50 feet to the a point on said centerline and Westerly projection of Block 16 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 6.939 acres, more or less.

EXHIBIT "A-2"

LEGAL DESCRIPTION

OF

MIZNER COURT CONDOMINIUM I,

A CONDOMINIUM

(Attached Exhibit Describes Only the Phase II Property)

Exhibit "A-2" Consists of 1 Page

Michael G. Purmort & Associates, Inc.
Suite 202, Executive Plaza
1300 E. Hillsboro Blvd.
Deerfield Beach, Florida 33441

Office: (305) 421-9101

EXHIBIT "A-2"

DESCRIPTION: MIZNER COURT CONDOMINIUM I, PHASE II

A portion of Section 29, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 29; thence South 00°01'02" West, along the common line between the Northeast one-quarter and the Northwest one-quarter of said Section 29, a distance of 495.44 feet; thence South 89°42'48" East, along the centerline and Westerly projection thereof, Block 16, Map of Bocaratone, as recorded in Plat Book 6, Page 7 of the Public Records of Palm Beach County, Florida, a distance of 630.32 feet to a point on the Eastern line of said Block 16; thence continuing South 89°42'48" East, a distance of 80.00 feet, thence North 00°00'46" East, a distance of 91.29 feet; thence North 89°44'36" East, a distance of 553.24 feet to a point on the water's face of the existing bulkhead line on the Westerly side of Lake Boca Raton; thence South 04°06'34" East, a distance of 448.19 feet to the Point of Beginning of this description; thence continue South 04°06'34" East, a distance of 313.93 feet; thence South 16°11'50" West, a distance of 36.11 feet, the last three courses described being coincident with said bulkhead line; thence South 85°53'26" West, a distance of 272.16 feet; thence South 04°06'34" East, a distance of 87.62 feet; thence South 85°53'26" West, a distance of 31.25 feet; thence South 04°06'34" East, a distance of 80.00 feet; thence South 85°53'26" West, a distance of 282.39 feet ; thence North 05°47'08" East, a distance of 191.10 feet to the Point of Curvature of a circular curve to the left; thence Northerly, along the arc of said curve, having a radius of 172.14 feet, an arc distance of 71.01 feet to the Point of Tangency; thence North 17°51'01" West, a distance of 277.64 feet; thence North 85°53'26" East, a distance of 176.53 feet; thence South 49°06'34" East, a distance of 37.77 feet; thence North 85°53'26" East, a distance of 179.24 feet; thence South 49°06'34" East, a distance of 34.35 feet; thence North 85°53'26" East, a distance of 109.09 feet; thence North 40°53'26" East, a distance of 42.43 feet; thence North 85°53'26" East, a distance of 54.62 feet; thence North 40°53'26" East, a distance of 11.31 feet; thence North 85°53'26" East, a distance of 25.31 feet to a point on said bulkhead line and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 5.661 acres, more or less.

Mizner Court — condominium I

PREPARED BY

MICHAEL G. PURMORT & ASSOCIATES, INC.

SKETCH OF SURVEY AND SITE PLAN

EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM

SHEET 1 OF 5

ORB 5573 Pg 1905

Mizner Court — condominium I

0 .25 .50 .75 1.0 MILE

GRAPHIC SCALE

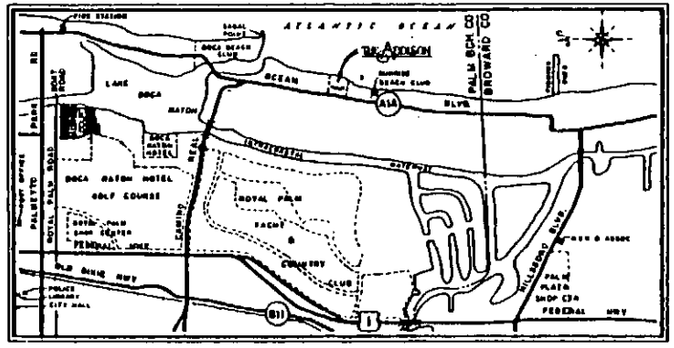
DESCRIPTION: MIZNER COURT CONDOMINIUM I, PHASE I

A portion of Section 28, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 28; thence South 00°01'02" West, along the common line between the Northeast one-quarter and the Northwest one-quarter of said Section 28, a distance of 495.44 feet; thence South 89°42'48" East, along the centerline and Westerly projection thereof, Block 36, Map of Boca Raton, as recorded in Plat Book 8, Page 1 of the Public Records of Palm Beach County, Florida, a distance of 530.32 feet to a point on the Eastern line of said Block 36 and the Point of Beginning of this description; thence continuing South 89°42'48" East, a distance of 60.00 feet; thence South 00°00'46" East, a distance of 91.26 feet; thence South 89°44'34" East, a distance of 351.35 feet to a point on the water's face of the existing bulkhead line on the Westerly side of Lake Boca Raton; thence South 04°06'34" East, along said bulkhead line, a distance of 648.19 feet; thence South 01°53'26" West, a distance of 31.31 feet; thence South 48°53'26" West, a distance of 11.31 feet; thence South 01°53'26" West, a distance of 34.33 feet; thence South 43°53'26" West, a distance of 34.67 feet; thence South 88°53'26" West, a distance of 61.61 feet; thence South 01°53'26" West, a distance of 140.00 feet; thence North 88°06'34" West, a distance of 34.33 feet; thence South 01°53'26" West, a distance of 179.31 feet; thence North 88°06'34" West, a distance of 32.33 feet; thence South 01°53'26" West, a distance of 174.33 feet; thence North 17°51'01" West, a distance of 65.87 feet to the Point of Curvature of a circular curve to the right; thence Northerly, along the arc of said curve, having a radius of 301.33 feet, an arc distance of 98.97 feet to the Point of Tangency; thence North 01°03'34" East, a distance of 91.74 feet; thence North 00°00'46" East, a distance of 363.30 feet to a point on said centerline and Westerly projection of Block 36 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 6.939 acres, more or less.



DESCRIPTION: MIZNER COURT CONDOMINIUM I (OVERALL)

A portion of Section 28, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 28; thence South 00°01'02" West, along the common line between the Northeast one-quarter and the Northwest one-quarter of said Section 28, a distance of 495.44 feet; thence South 89°42'48" East, along the centerline and Westerly projection thereof, Block 36, Map of Boca Raton, as recorded in Plat Book 8, Page 1 of the Public Records of Palm Beach County, Florida, a distance of 530.32 feet to a point on the Eastern line of said Block 36 and the Point of Beginning of this description; thence continuing South 89°42'48" East, a distance of 60.00 feet; thence South 00°00'46" East, a distance of 91.26 feet; thence South 89°44'34" East, a distance of 351.35 feet to a point on the water's face of the existing bulkhead line on the Westerly side of Lake Boca Raton; thence South 04°06'34" East, along said bulkhead line, a distance of 648.19 feet; thence South 01°53'26" West, a distance of 31.31 feet; thence South 48°53'26" West, a distance of 11.31 feet; thence South 01°53'26" West, a distance of 34.33 feet; thence South 43°53'26" West, a distance of 34.67 feet; thence South 88°53'26" West, a distance of 61.61 feet; thence South 01°53'26" West, a distance of 140.00 feet; thence North 88°06'34" West, a distance of 34.33 feet; thence South 01°53'26" West, a distance of 179.31 feet; thence North 88°06'34" West, a distance of 32.33 feet; thence South 01°53'26" West, a distance of 174.33 feet; thence North 17°51'01" West, a distance of 65.87 feet to the Point of Curvature of a circular curve to the right; thence Northerly, along the arc of said curve, having a radius of 301.33 feet, an arc distance of 98.97 feet to the Point of Tangency; thence North 01°03'34" East, a distance of 91.74 feet; thence North 00°00'46" East, a distance of 363.30 feet to a point on said centerline and Westerly projection of Block 36 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 13.680 acres, more or less.

DESCRIPTION: MIZNER COURT CONDOMINIUM I, PHASE II

A portion of Section 28, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 28; thence South 00°01'02" West, along the common line between the Northeast one-quarter and the Northwest one-quarter of said Section 28, a distance of 495.44 feet; thence South 89°42'48" East, along the centerline and Westerly projection thereof, Block 36, Map of Boca Raton, as recorded in Plat Book 8, Page 1 of the Public Records of Palm Beach County, Florida, a distance of 530.32 feet to a point on the Eastern line of said Block 36; thence continuing South 89°42'48" East, a distance of 60.00 feet; thence South 00°00'46" East, a distance of 91.26 feet; thence South 89°44'34" East, a distance of 351.35 feet to a point on the water's face of the existing bulkhead line on the Westerly side of Lake Boca Raton; thence South 04°06'34" East, a distance of 648.19 feet to the Point of Beginning of this description; thence continue South 04°06'34" East, a distance of 319.05 feet; thence South 14°51'56" West, a distance of 84.11 feet; thence South 01°53'26" West, a distance of 34.33 feet; thence North 88°06'34" West, a distance of 61.61 feet; thence South 01°53'26" West, a distance of 372.16 feet; thence South 04°06'34" East, a distance of 67.83 feet; thence South 85°53'26" West, a distance of 31.33 feet; thence North 04°06'34" West, a distance of 60.00 feet; thence South 85°53'26" West, a distance of 280.39 feet; thence North 04°06'34" West, a distance of 101.10 feet to the Point of Curvature of a circular curve to the left; thence Northerly, along the arc of said curve, having a radius of 333.33 feet, an arc distance of 109.43 feet to the Point of Tangency; thence North 17°51'01" West, a distance of 27.44 feet; thence North 01°53'26" East, a distance of 174.33 feet; thence South 88°06'34" East, a distance of 32.33 feet; thence North 01°53'26" East, a distance of 179.24 feet; thence South 88°06'34" East, a distance of 34.33 feet; thence North 01°53'26" East, a distance of 140.00 feet; thence North 88°53'26" East, a distance of 61.61 feet; thence North 43°53'26" East, a distance of 34.67 feet; thence North 48°53'26" East, a distance of 11.31 feet; thence North 01°53'26" East, a distance of 25.69 feet to a point on said bulkhead line and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 5.041 acres, more or less.

CERTIFICATION:

This certification, made this ___ day of _____, 198__, by the undersigned surveying firm in made pursuant to the provisions of Section 718.104 (4) (e) of the 1961 Florida Statutes, as amended in the 1982 Supplement to the Florida Statutes, certifies Document I, that, and is a certification that this survey and plat plan description, floor plans and other material in connection herewith and the construction of the improvements is substantially complete so that the material together with the provisions of the declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements, and so that identification, location and dimension of the common elements, and of each unit can be determined by those materials.

MICHAEL G. PURMORT & ASSOCIATES, INC.

MICHAEL G. PURMORT
Professional Land Surveyor
Certificate Reg. No. 4789
State of Florida

CERTIFICATION:

This certification, made this 12th day of February, 1986, by the undersigned surveying firm is made pursuant to the provisions of Section 718.104 (4) (e) of the 1961 Florida Statutes, as amended in the 1982 Supplement to the Florida Statutes, certifies Document I, that, and is a certification that this survey and plat plan description, floor plans and other material in connection herewith and the construction of the improvements is substantially complete so that the material together with the provisions of the declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements, and so that identification, location and dimension of the common elements, and of each unit can be determined by those materials.

MICHAEL G. PURMORT & ASSOCIATES, INC.

MICHAEL G. PURMORT
Professional Land Surveyor
Certificate Reg. No. 4789
State of Florida

STATE OF FLORIDA

ORB 5573 Pg 1906

SHEET 2 OF 5

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1387 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-9101

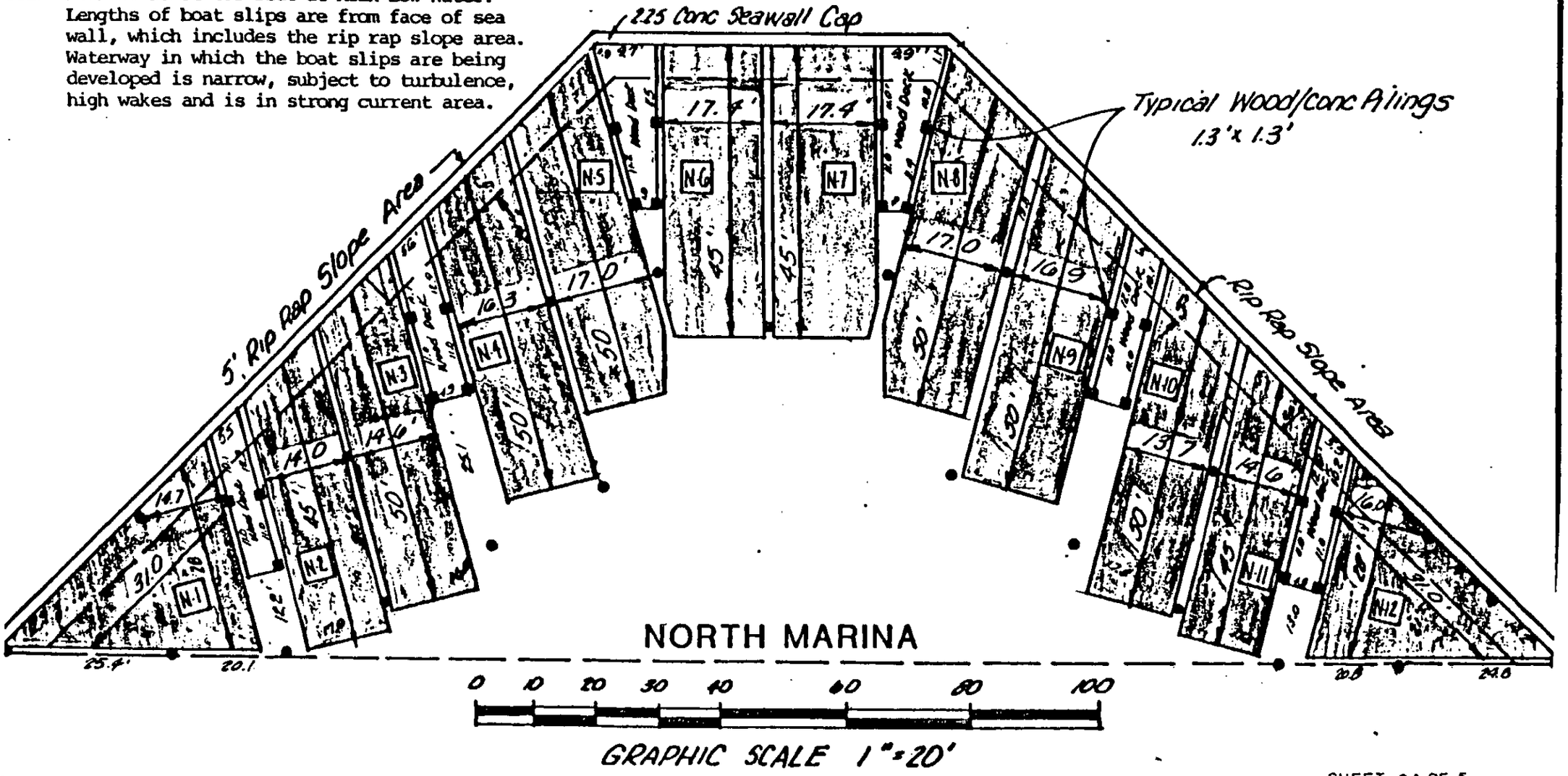
SKETCH OF SURVEY AND SITE PLAN
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	FB/PG

SCALE N/A
BY R.N.
CK'D Z.P.J.
DATE APRIL 1985
FB N/B PG N/A
JOB NO. 84-0180
FILE NO. CD

Mizner Court — condominium I

NOTE: Maximum Draft 4.5 feet at Mean Low Water. Lengths of boat slips are from face of sea wall, which includes the rip rap slope area. Waterway in which the boat slips are being developed is narrow, subject to turbulence, high wakes and is in strong current area.



SHEET 2A OF 5

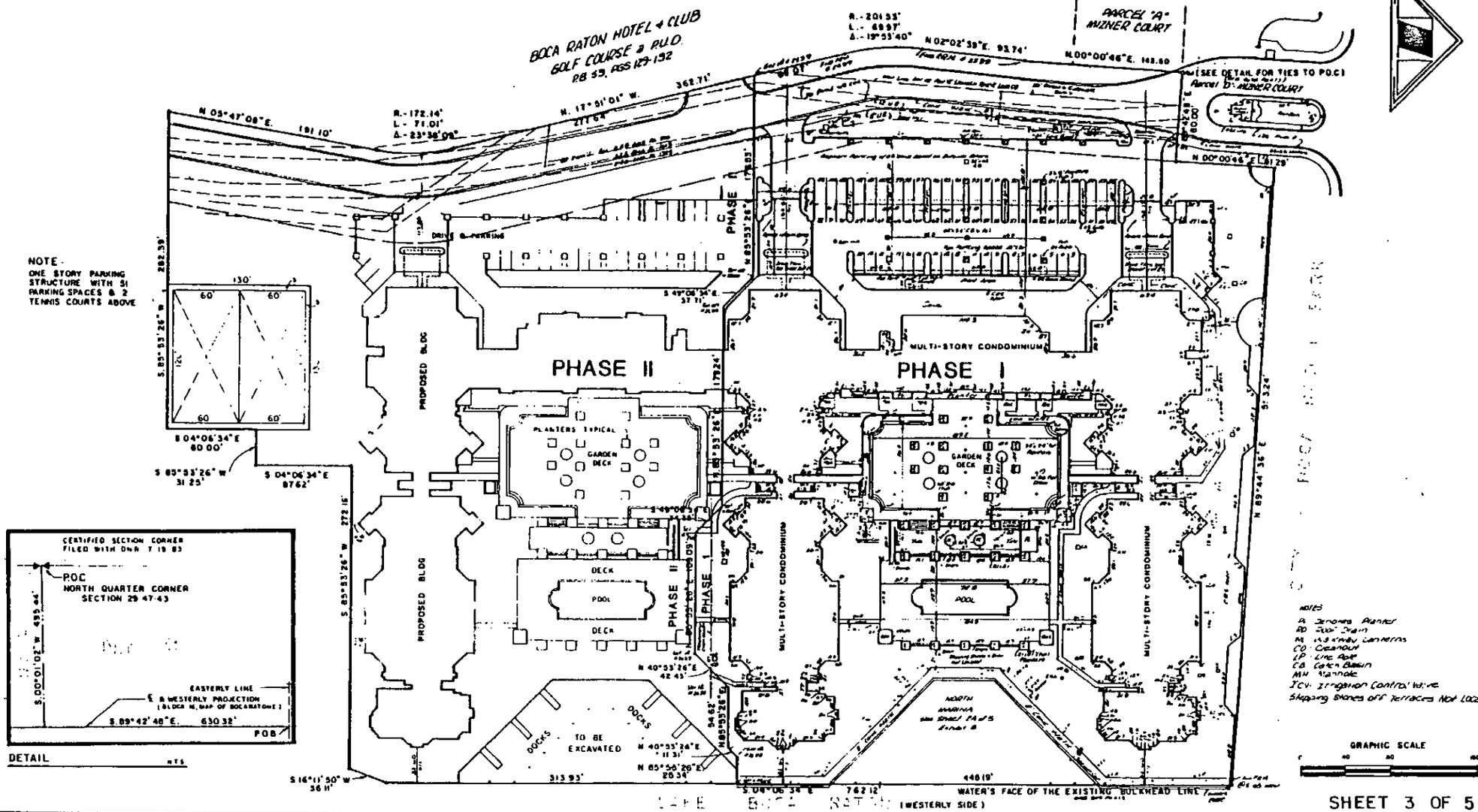
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1387 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BCH., FLORIDA, 33442
(305) 481-9101

NORTH MARINA
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	FB/PG	
Final Rev. to Marina Revise Note	8/18/87 9/30/87	VC VC	-	N/A	SCALE 1" = 20' BY RM CK'D DATE 9/3.87 FB PG JOB NO 84-0180 FILE NO CD

ORB 3573 Pg 1907

Mizner Court — condominium I



SHEET 3 OF 5

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1207 EAST NEWPORT CENTER DRIVE, SUITE 851, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

SITE PLAN
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

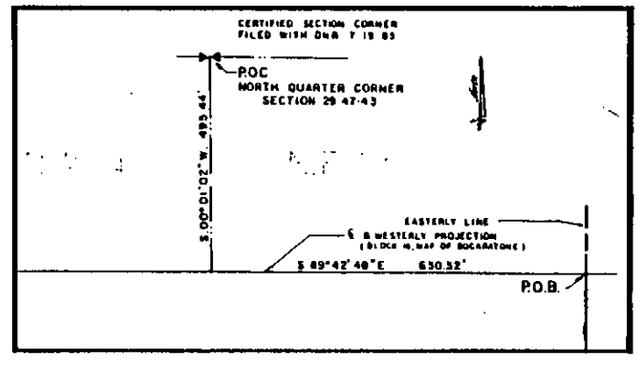
UPDATES and/or REVISIONS	DATE	BY	CK'D	F.B./PG.

SCALE 1" = 40'
BY R.N.
CK'D
DATE APRIL 1985
F.B. N/A PG. —
JOB NO. 84-0180
FILE NO. C.D

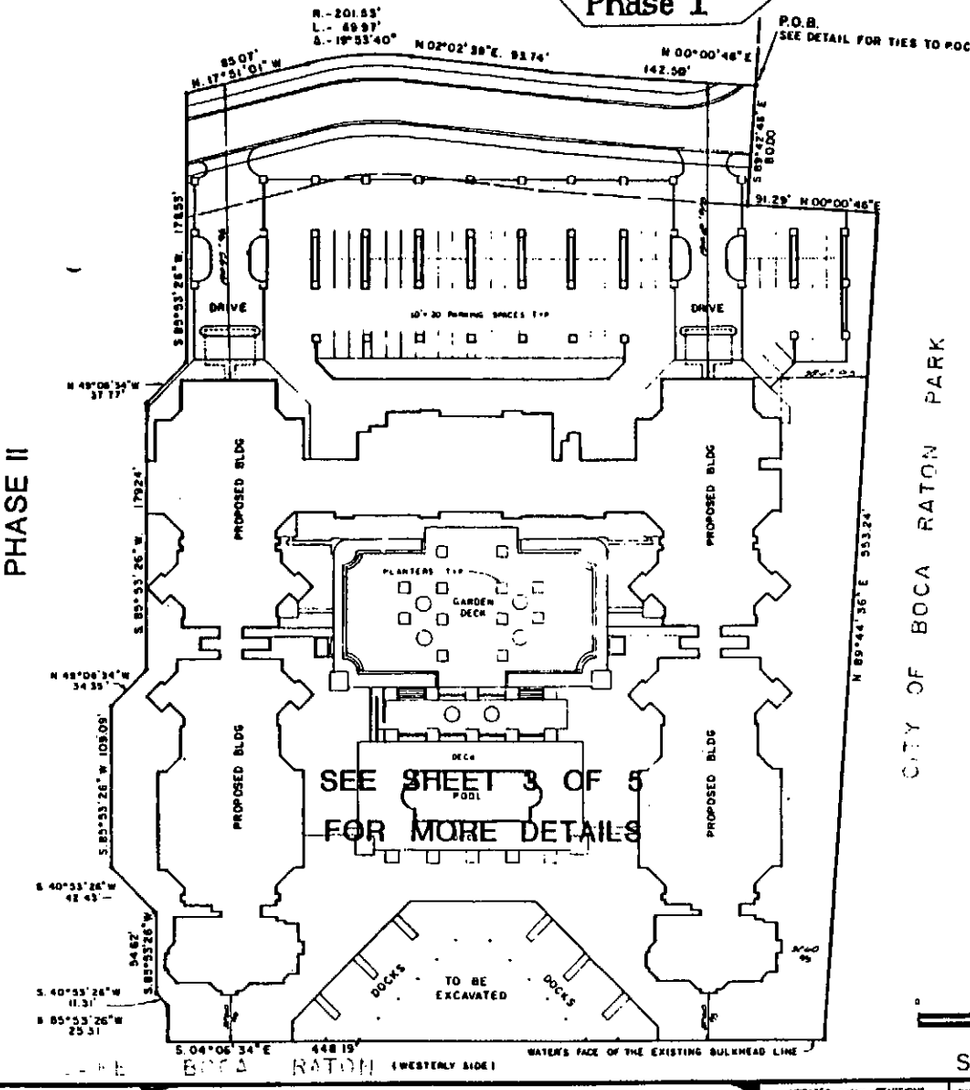
ORB 5573 1908

Mizner Court — condominium I

Phase I



DETAIL



GRAPHIC SCALE

0 40 80 160

SHEET 4 OF 5

ORB 3573 Pg 1909

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1881 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305)481 8101

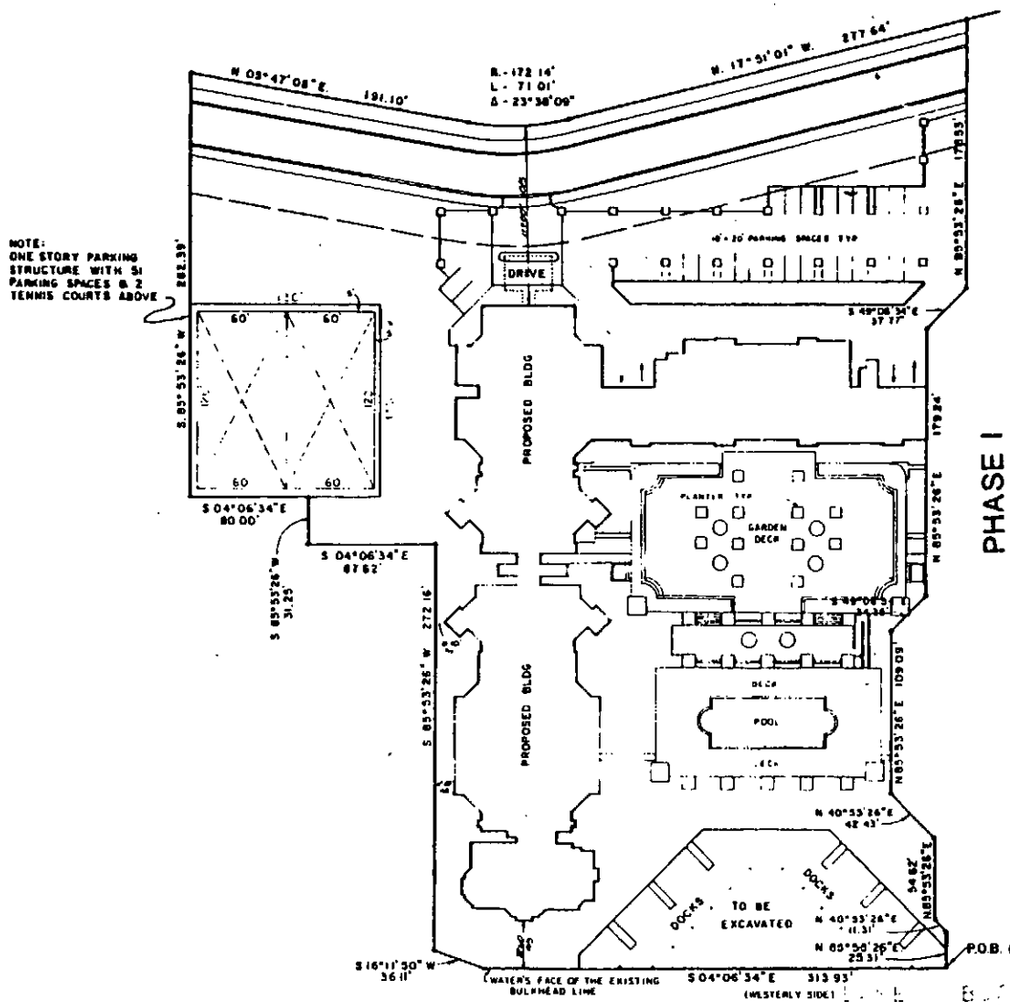
THE WORK IS THE PROPERTY OF MICHAEL G. PURMORT & ASSOC. INC. AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF MICHAEL G. PURMORT & ASSOCIATES, INC.

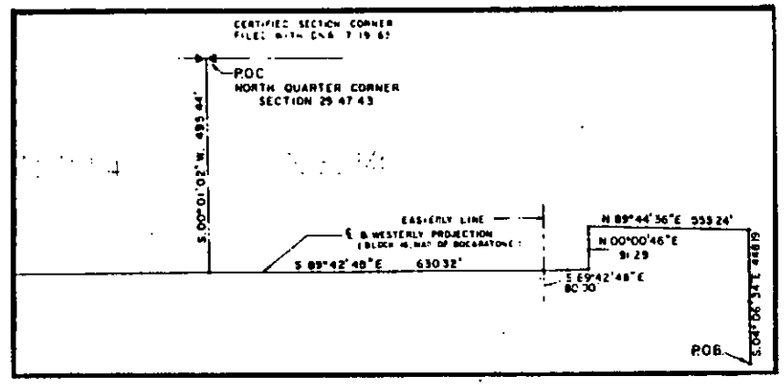
SITE PLAN
EXHIBIT "B-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	FB/PG

SCALE 1" = 40'
BY RN
CH'D
DATE APRIL 1985
FB N/A PG ——
JOB NO 84-0180
FILE NO CD

Mizner Court — condominium I Phase II





DETAIL N.T.S.

GRAPHIC SCALE
0 40 80 160

SHEET 5 OF 5

ORB 5573 Pg 1910

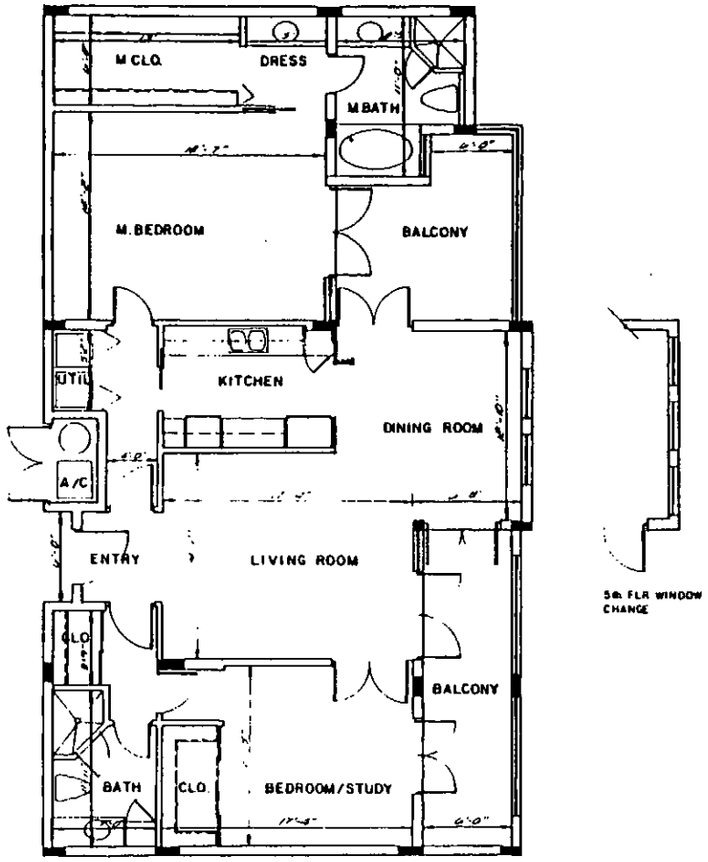
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1207 EAST NEWPORT CENTER DRIVE, SUITE 215, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-8101

SITE PLAN
EXHIBIT "B-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	FB/PG

SCALE 1" = 40'
BY RN
CK'D
DATE APRIL 1985
FB N/A PG
JOB NO 84-0180
FILE NO CD

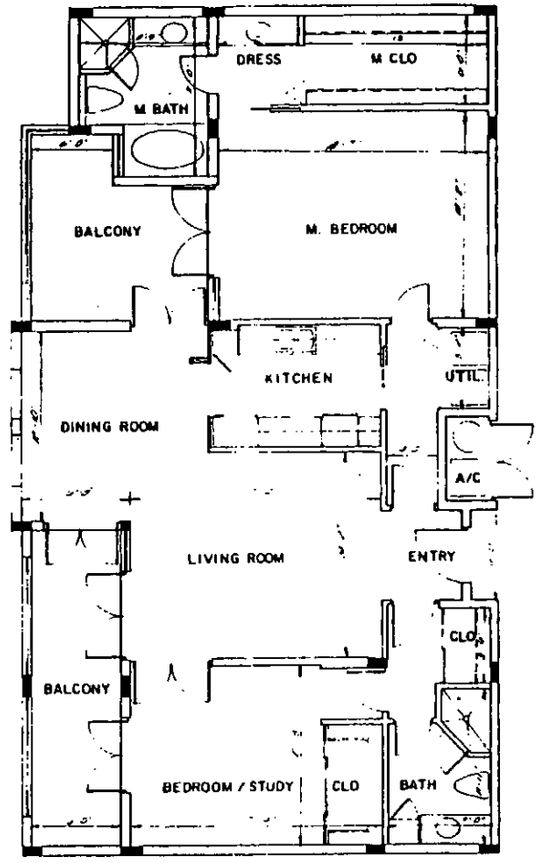
Mizner Court — a condominium



5th FLR WINDOW CHANGE

GRAPHIC SCALE

5th FLR WINDOW CHANGE



UNIT - A

UNIT - A·R

ORB 573 Pg 1911

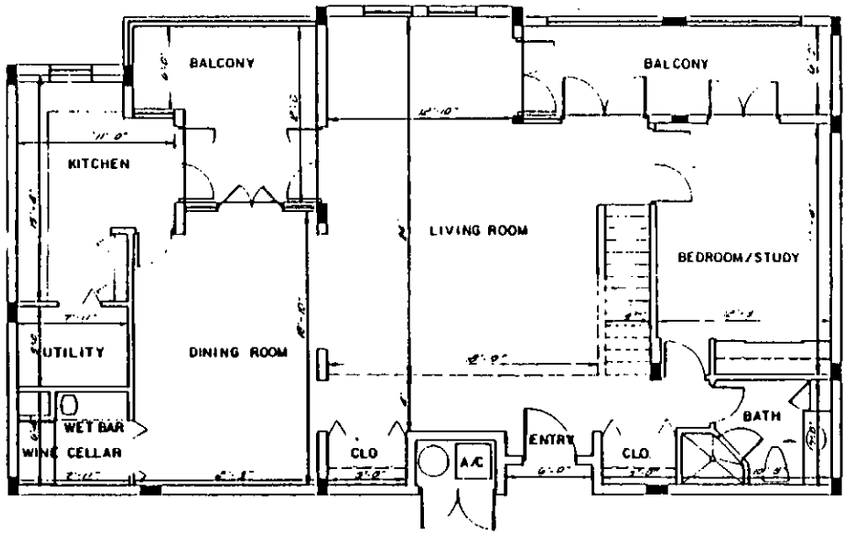
SHEET 1 OF 7

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1207 EAST NEWPORT CENTER DRIVE, SUITE 201, DEERFIELD BEACH, FLORIDA, 33442

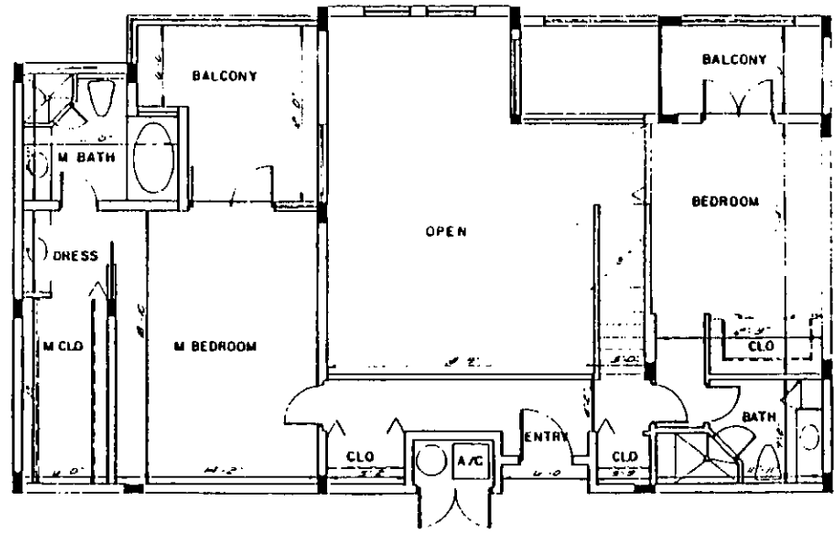
TYPICAL "A" & "A·R" UNIT
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	C.K.D.	F.B./P.G.	SCALE 1" = 4'-0"
					BY R.N.
					CK'D.
					DATE APRIL 1985
					F.B. P.G.
					JOB NO. 84-2182
					FILE NO. C.D.

Mizner Court — a condominium



UNIT - A·T FIRST FLOOR PLAN



UNIT - A·T SECOND FLOOR PLAN

GRAPHIC SCALE

SHEET 2 OF 7

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

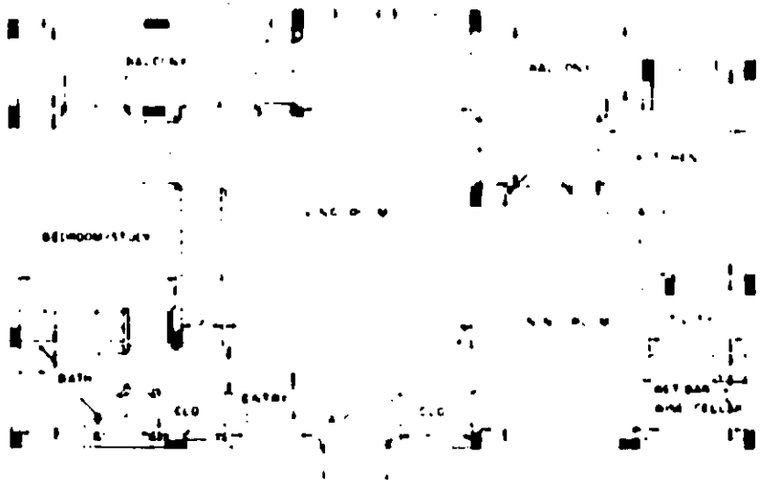
TYPICAL "AT" UNIT
EXHIBIT " C "
TO THE DECLARATION OF CONDOMINIUM

UPDATES AND REVISIONS	DATE	BY	CKD	APVD

SCALE 1" = 4'-0"
BY RM
CKD
DATE APRIL 1985
FB PC
JOB NO 84-0180
FILE NO CD

ORB 5573 Pg 1912

Mizner Court — a condominium



UNIT - A T F FIRST FLOOR PLAN



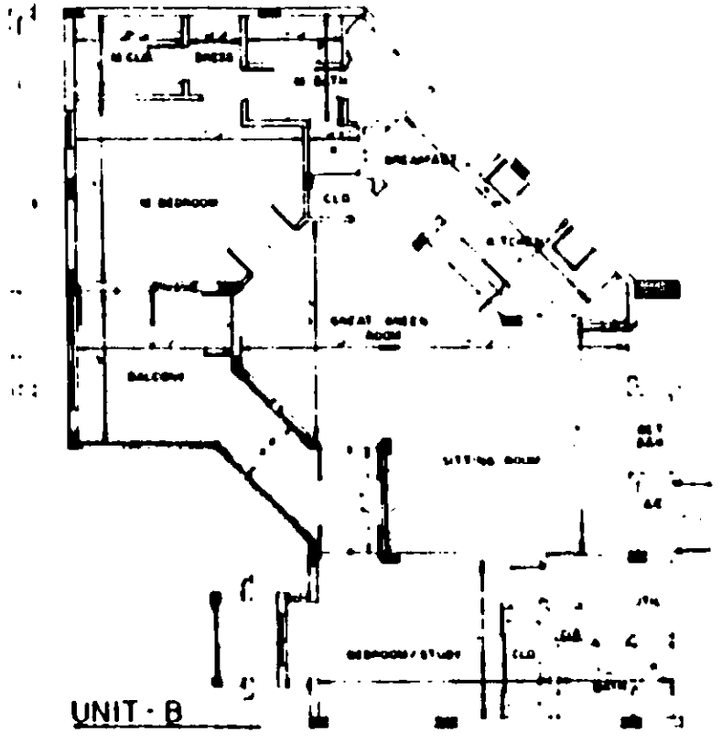
UNIT - A T R SECOND FLOOR PLAN

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

TYPICAL ATH UNIT
EXHIBIT C
TO THE DECLARATION OF CONDOMINIUM

8 5573 1913

Mizner Court — a condominium



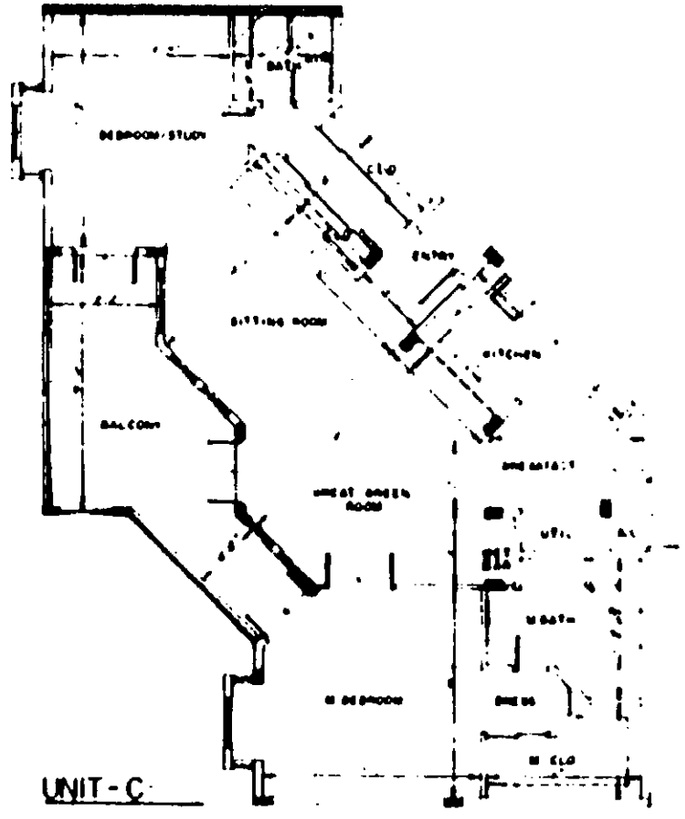


MICHAEL G. PURMORT & ASSOCIATES INC.
LAND INVESTORS PLANNERS

TYPICAL "B" & "B R" UNIT
EXHIBIT C
TO THE DECLARATION OF CONDOMINIUM

5373 1914

Mizner Court — a condominium



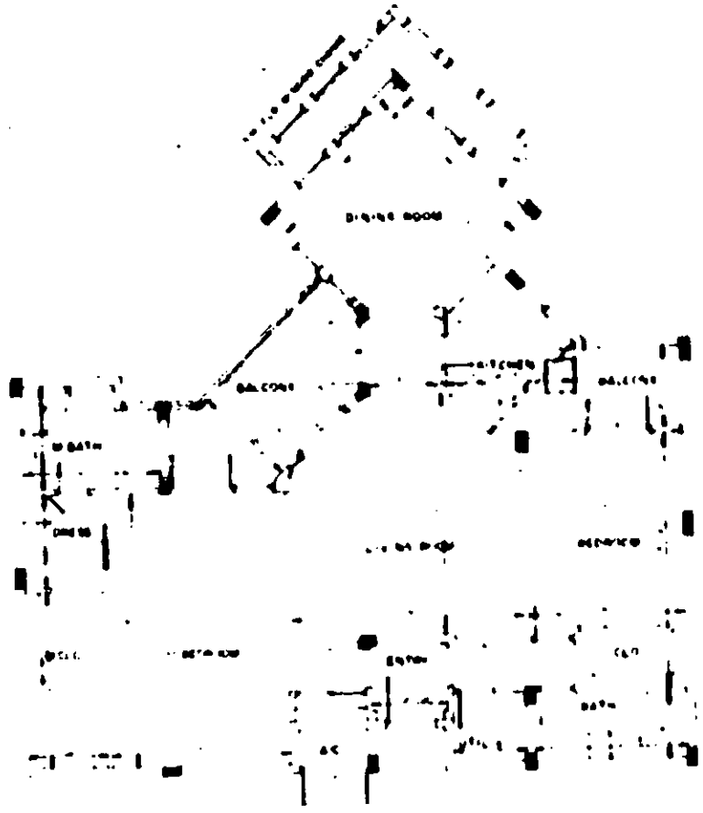


MICHAEL G. FURMONT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

TYPICAL "C" & "C-H" UNIT
EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM

5373 4 1975

Mizner Court — a condominium



UNIT - D



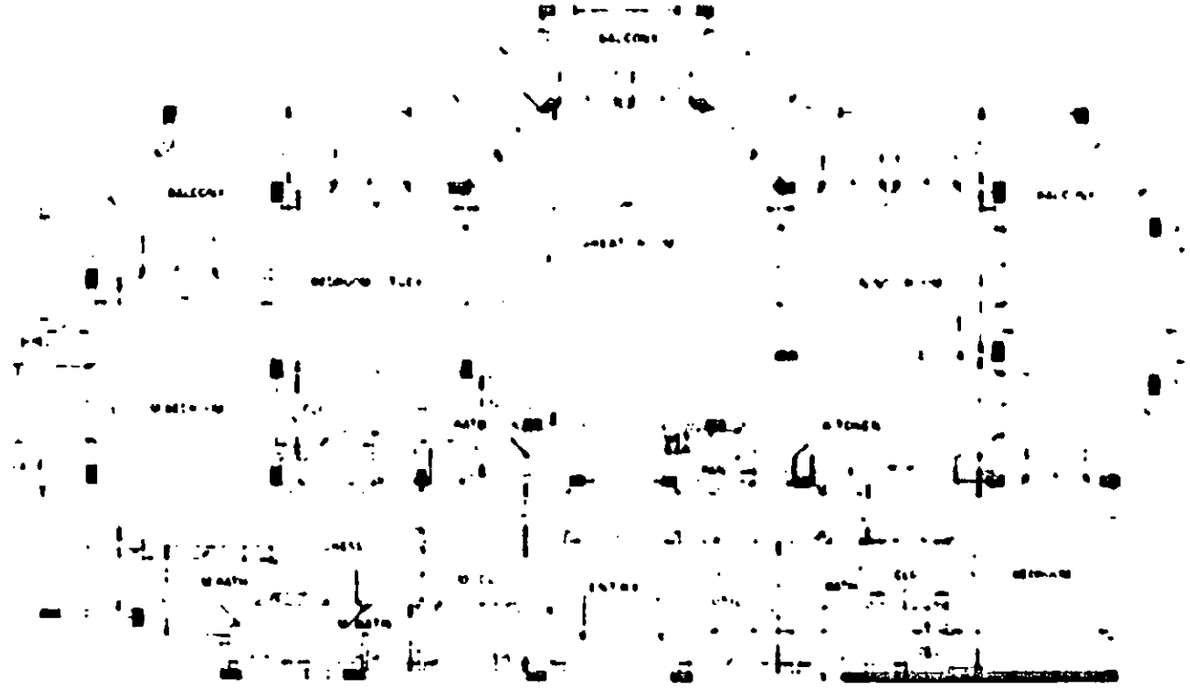
UNIT - DR

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

TYPICAL 'D' & 'DR' UNIT
EXHIBIT 'C'
TO THE DECLARATION OF CONDOMINIUM

9613 5773

Mizner Court — a condominium



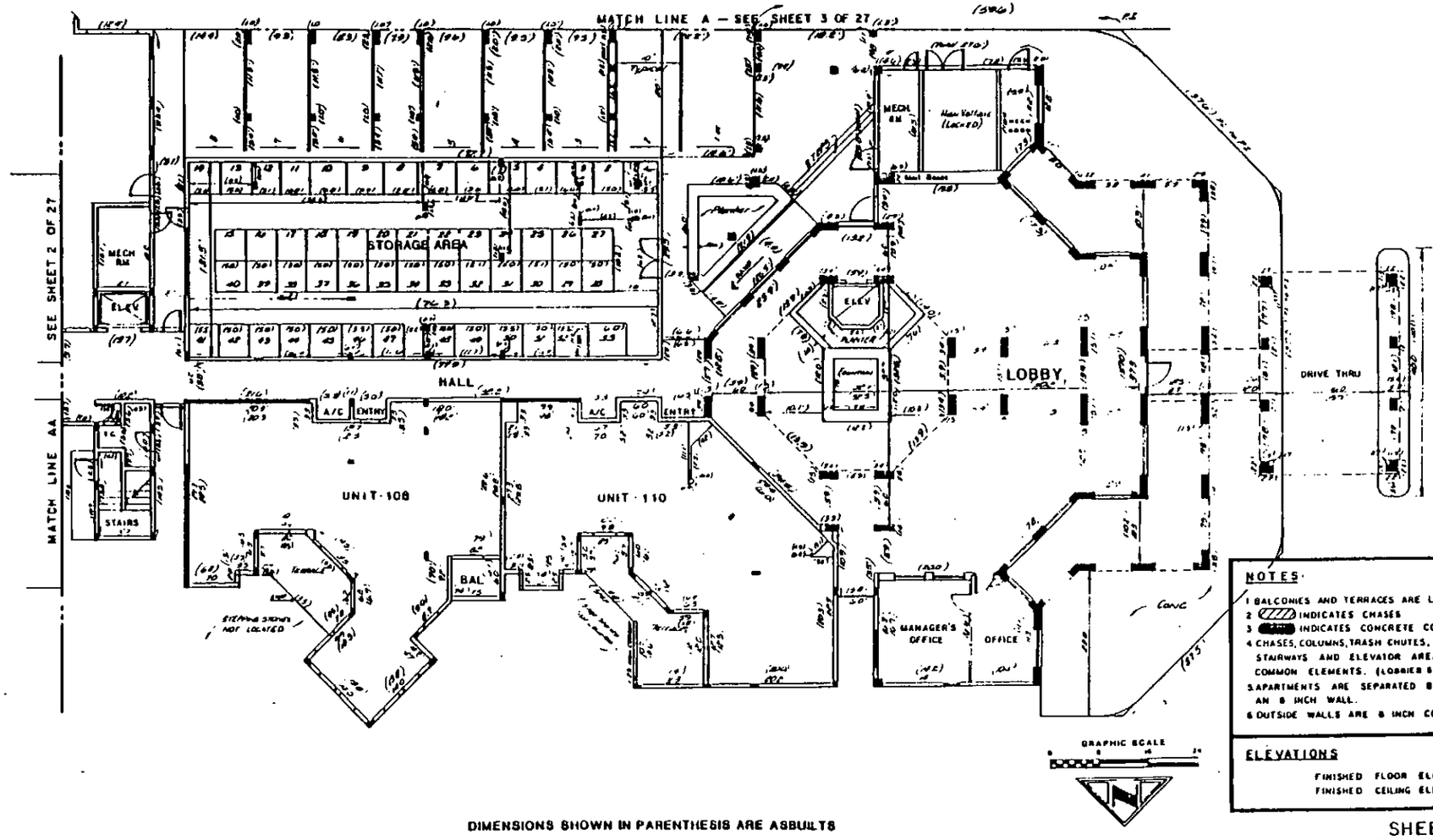
UNIT - E

MICHAEL G PURMORT & ASSOCIATES INC.
LAND SURVEYING PLANNING

TYPICAL 'E' UNIT
EXHIBIT C
TO THE DECLARATION OF CONDOMINIUM

RECORDED VIDEO IMAGE
This sheet is a part of a [illegible] and is not to be used separately.

Mizner Court — condominium I
Phase I



NOTES

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ▪ INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS. (LOBBIES & HALLS INCLUDED)
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 6.00'
FINISHED CEILING ELEVATION 16.33'

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

ORB 5573 Pg 1918

SHEET 1 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1897 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

NORTH TOWER GROUND LEVEL
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	C&D	FB/PG
As Built	4-16	RN		

SCALE 1" = 8'-0"
BY RN
CH'D
DATE APRIL 1985
FB PG
JOB NO 84-0180
FILE NO CD

Mizner Court — condominium I Phase I

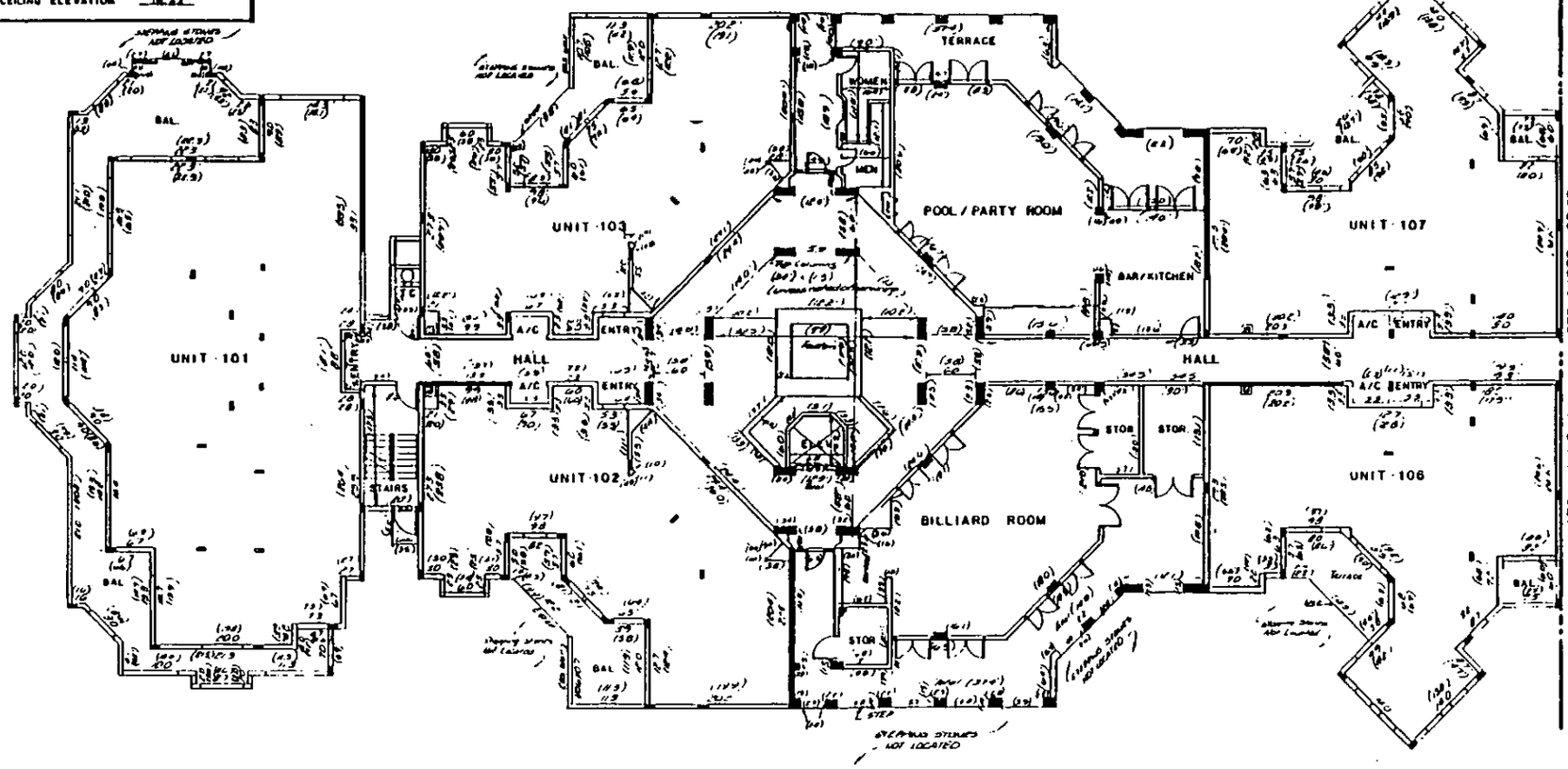
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES.
3. ■ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS. (LOBBIES & HALLS INCLUDED)
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION	8.00'
FINISHED CEILING ELEVATION	14.33'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 2 OF 27

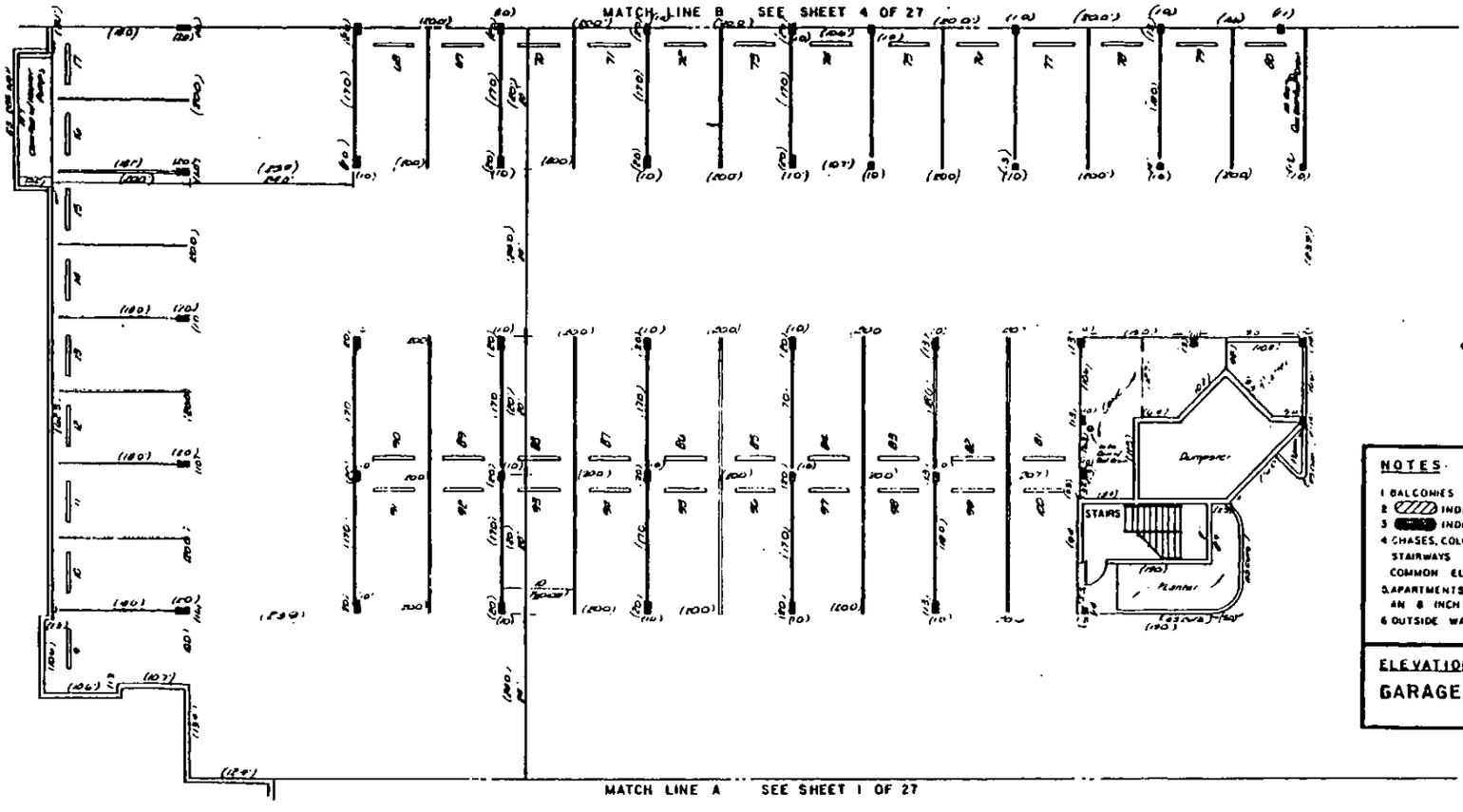
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1800 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-9101

NORTH TOWER · GROUND LEVEL
EXHIBIT "C-I"
TO THE DECLARATION OF CONDOMINIUM

UPDATES SHOW REVISIONS	DATE	BY	CHK	FB/PG	
					SCALE 1" = 8.0'
					BY R.M.
					CH'D J.T.S.
					DATE APRIL 1985
					FB PG
					JOB NO 84-0180
					FILE NO C2

ORB 3573 Pg 1919

Mizner Court — condominium I Phase I



GRAPHIC SCALE

NOTES

1 BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS.
2 ▨ INDICATES CHASES
3 ■ INDICATES CONCRETE COMMON ELEMENT
4 CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS (LOBBIES & HALLS INCLUDED)
5 APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6 OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

GARAGE ELEV : 6.38

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 3 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1387 EAST NEWPORT CENTER DRIVE, SUITE 201, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-8301

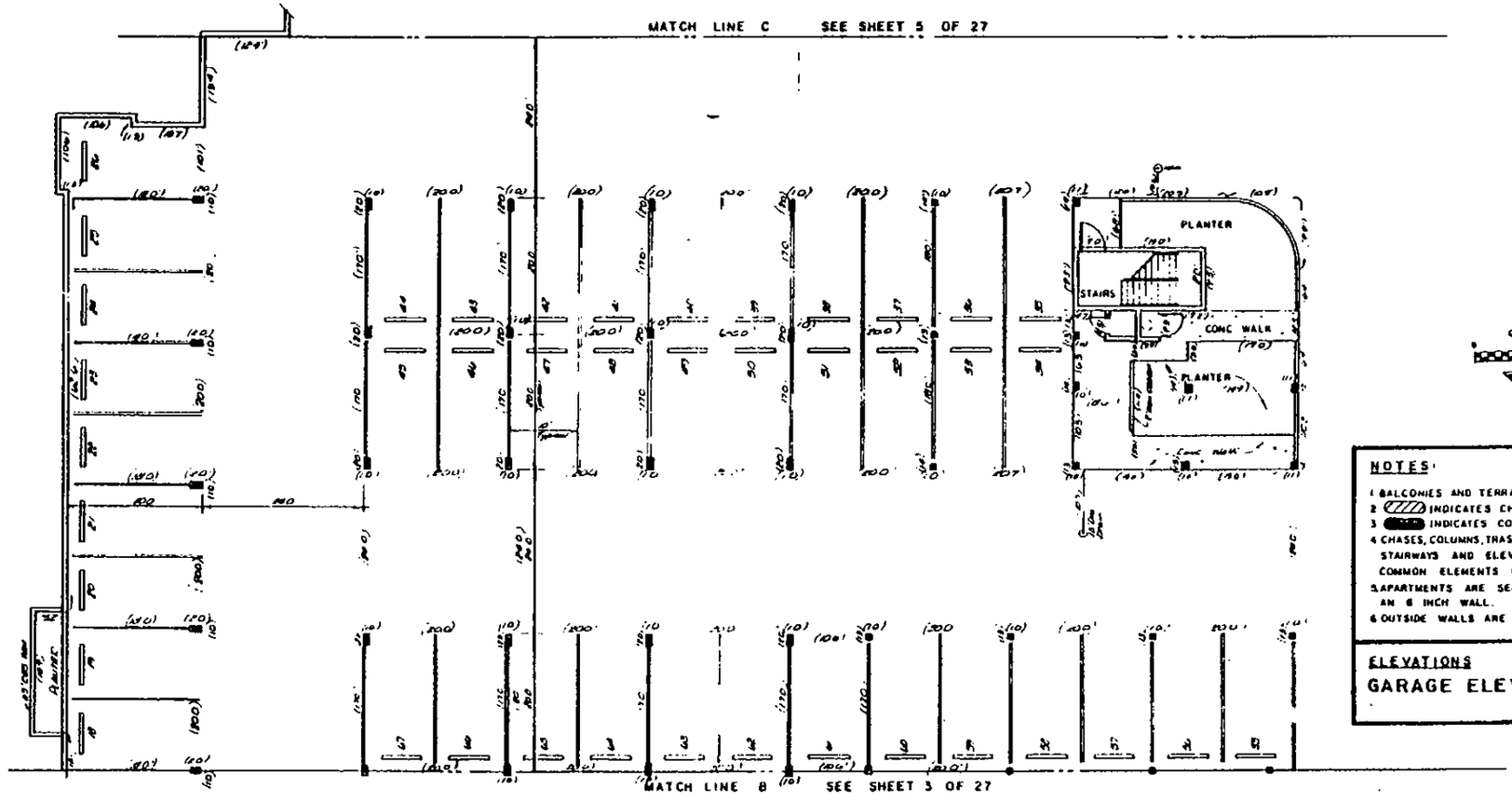
GROUND LEVEL PARKING
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	C&G	F.B./PG.

SCALE 1" = 80'
BY P.M.
CK'D RPP
DATE APRIL 1985
F.B. ---
JOB NO 84-0180
FILE NO CD

OR 5573 Pg 1920

Mizner Court — condominium I
Phase I



GRAPHIC SCALE

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. INDICATES CHASES
3. INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS (LOBBIES & HALLS INCLUDED)
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

GARAGE ELEV.= 6.38

ORB 11753 PG 1741

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 4 OF 27

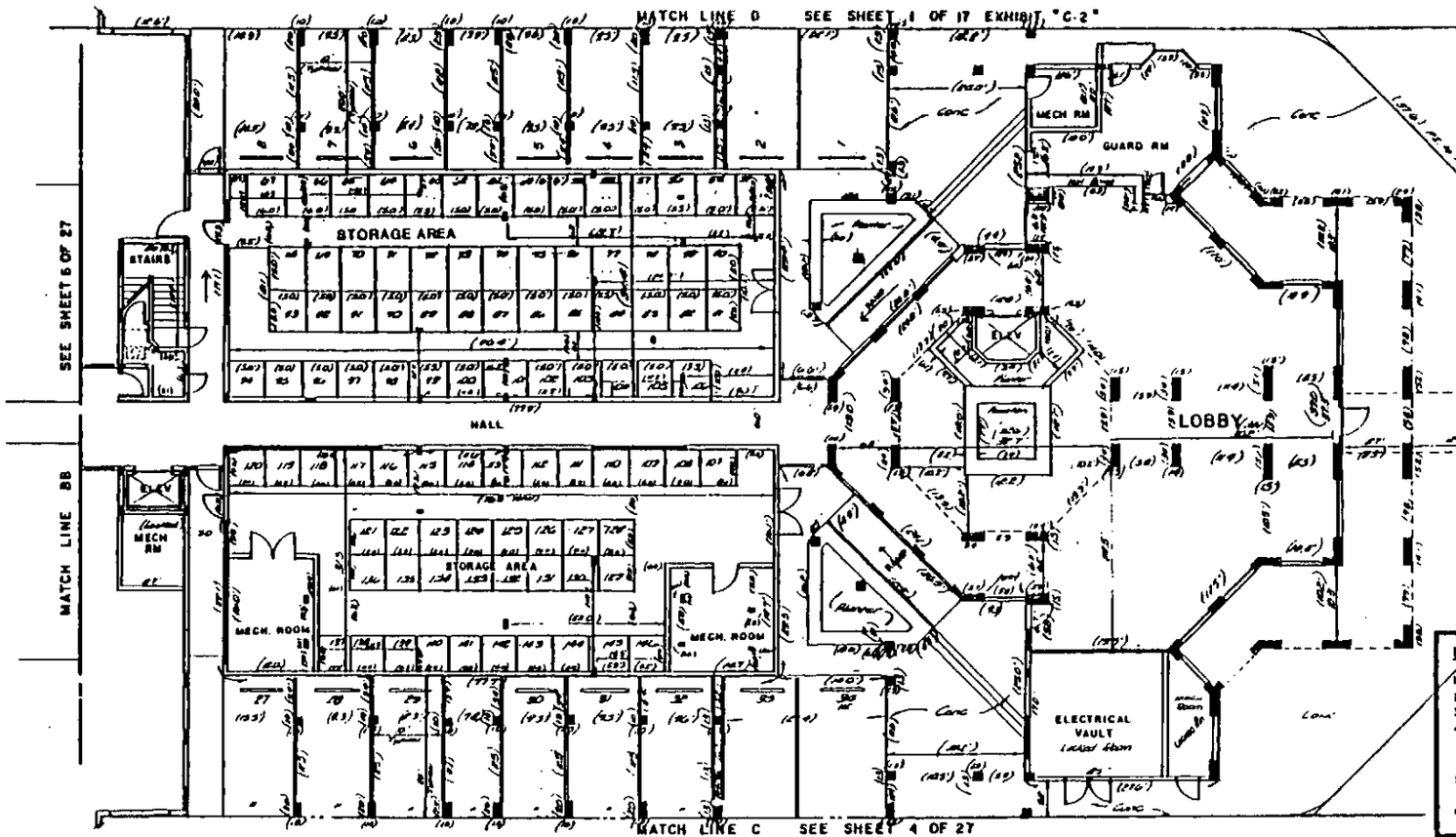
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1987 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

GROUND LEVEL PARKING
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	F.B./PG.
Revised	10/86	EG		Corr

SCALE 1" = 80'
BY R.N.
CK'D R.P.B.
DATE APRIL 1985
F.B. PG.
JOB NO 84-0180
FILE NO CD

Mizner Court — condominium I Phase I



PARKING GARAGE ELEVATION = 6.38

GRAPHIC SCALE

NOTES:

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6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION	8.00'
FINISHED CEILING ELEVATION	16.33'

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 5 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1201 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-9101

CENTER TOWER GROUND LEVEL
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES WHEN REVISIONS	DATE	BY	CK'D	F.B./PG.	SCALE 1" = 8.0'
Revised	1/86	RM			BY R.M.
					CK'D M.P.P.3
					DATE APRIL 1985
					F.B. PG.
					JOB NO. 84-0180
					FILE NO. CD

ORB 573 Pg 1922

Mizner Court — condominium I
Phase I

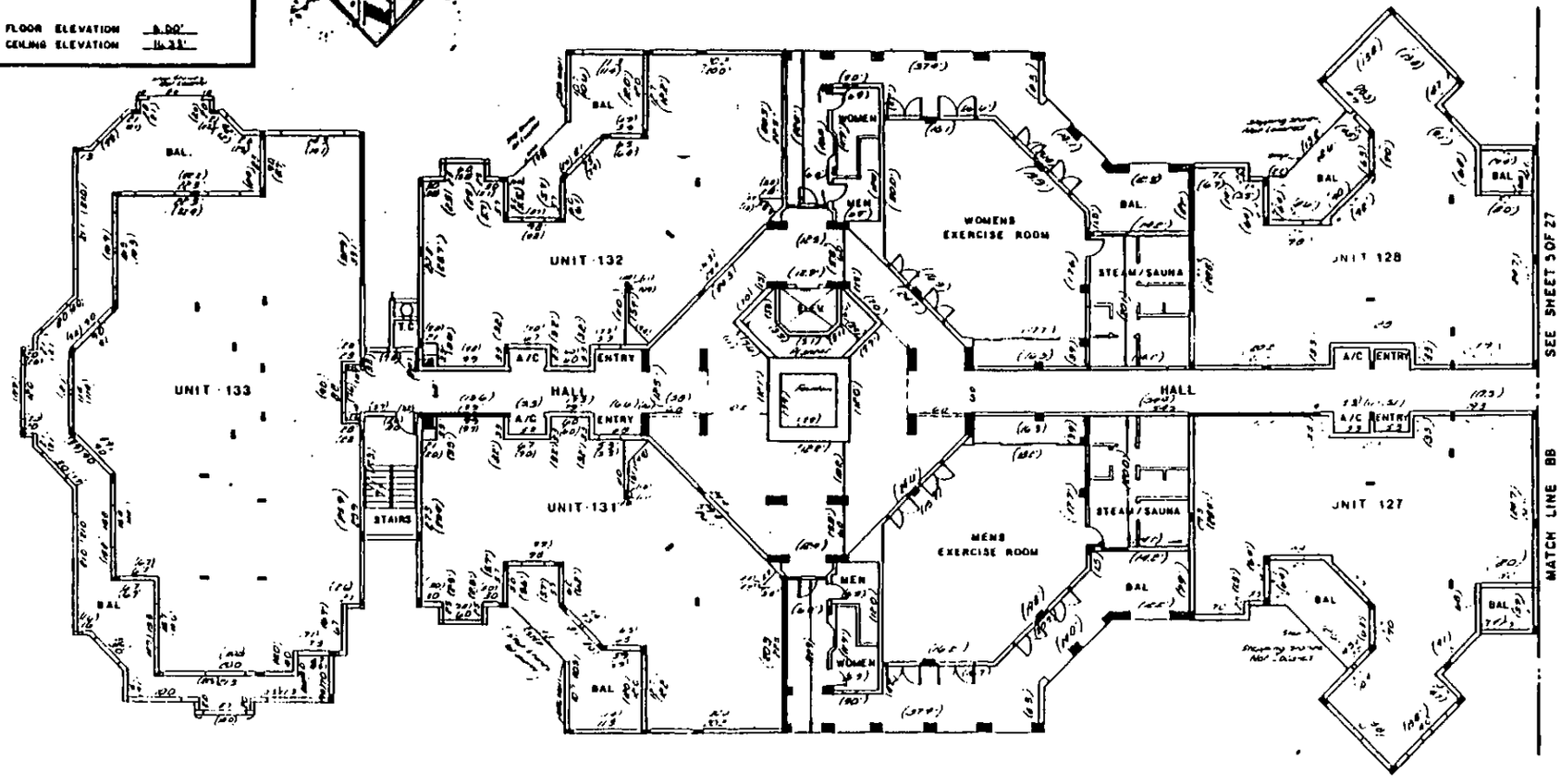
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS.
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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF A 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 8.00'
FINISHED CEILING ELEVATION 18.33'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 6 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1200 E. EAST HAMPTON CENTER DRIVE, SUITE 311, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

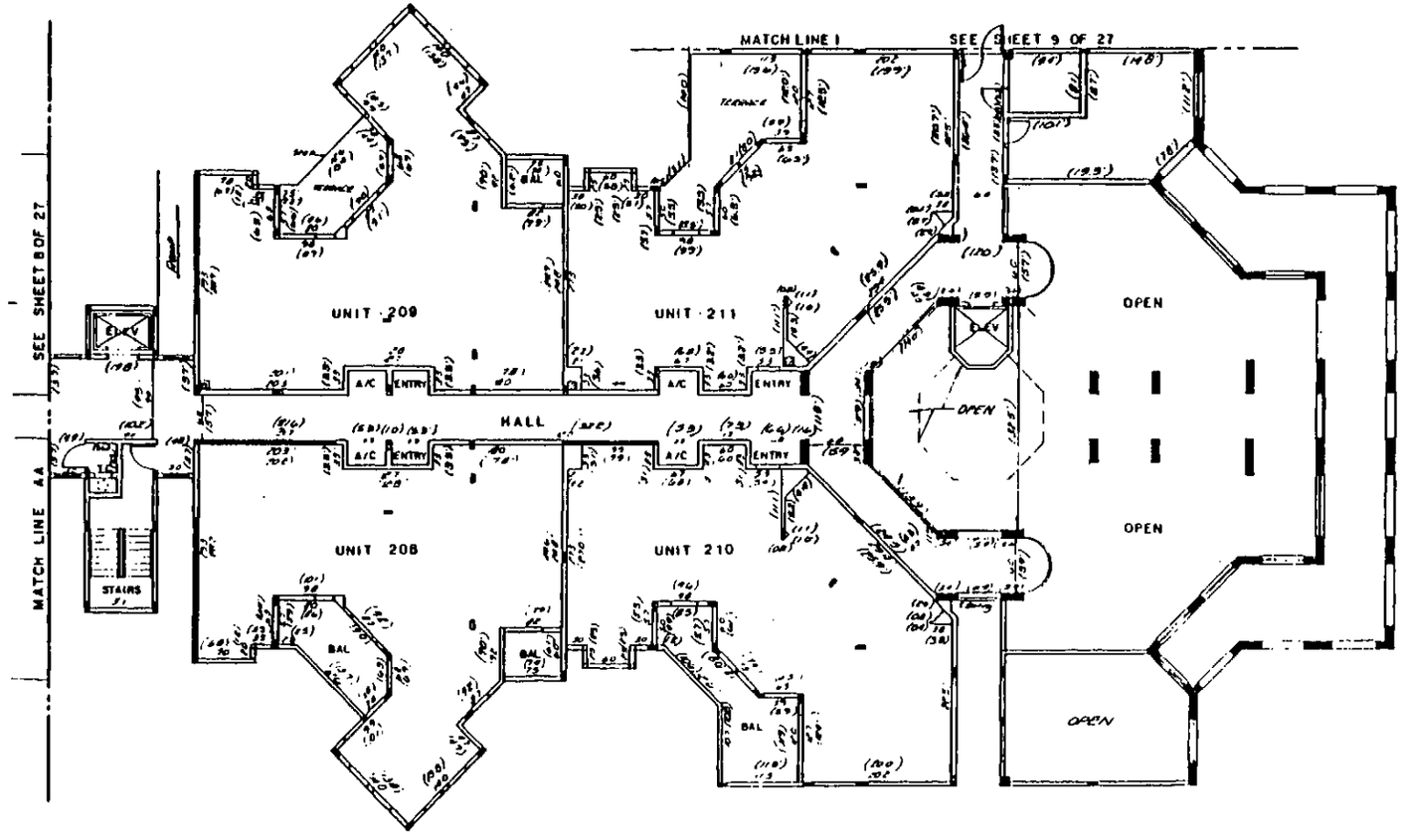
CENTER TOWER · GROUND LEVEL
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

PLATTED AREA REVISIONS	DATE	BY	CHK	FB/PG

SCALE 1" = 80'
BY RM
CK'D RPS
DATE APRIL 1983
FB PG
JOB NO 84-0180
FILE NO CD

ORB 5573 Pg 1923

Mizner Court — condominium I
Phase I



GRAPHIC SCALE

0 8 16 24

N

NOTES

1 BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
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6 OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION	11.00'
FINISHED CEILING ELEVATION	21.33'

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

OR 5573 Pg 1924

SHEET 7 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
2300 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

NORTH TOWER · 2nd FLOOR
EXHIBIT "C-I"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CAD	FB/PG
Revisions	10/85	GA	---	C-25
	---	---	---	---
	---	---	---	---
	---	---	---	---
	---	---	---	---
	---	---	---	---

SCALE 1" = 8.0'
BY R.M.
CH'D GP
DATE APRIL 1985
F.B. PG.
JOB NO. 84-0180
FILE NO. C-D

Mizner Court — condominium I Phase I

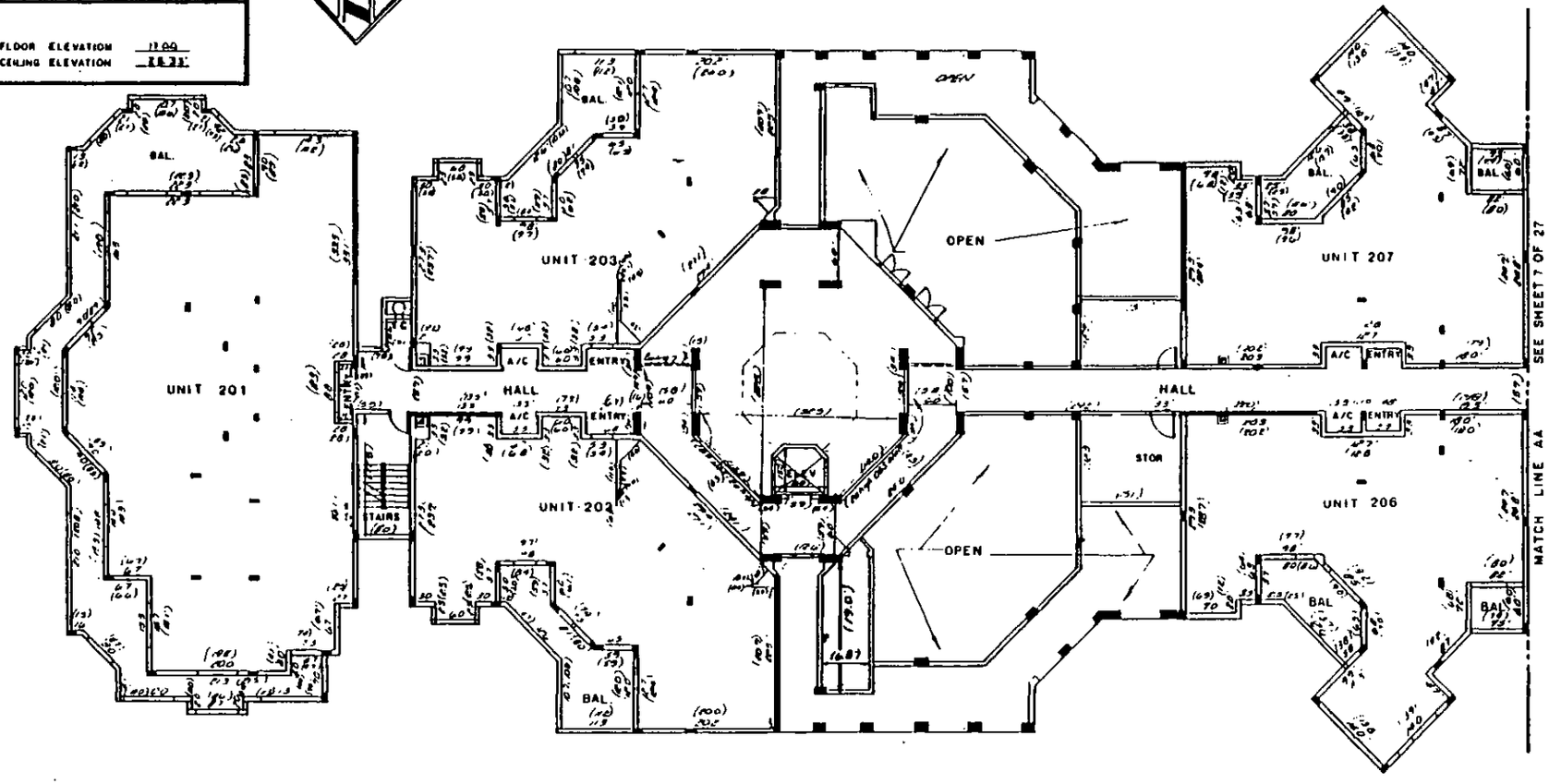
NOTES:

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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 11.00
FINISHED CEILING ELEVATION 18.33

GRAPHIC SCALE 0 16 32



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1387 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-8701

NORTH TOWER 2nd FLOOR
EXHIBIT "C1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES AND REVISIONS	DATE	BY	CHK	FB/PG
Asbuilts	4/90	RM		

SCALE 1" = 8.0'
BY RM
CHKD
DATE APRIL 1990
FB PG
JOB NO 84-0180
FILE NO C8

ORI 5573 PG 1935

Mizner Court — condominium I Phase I

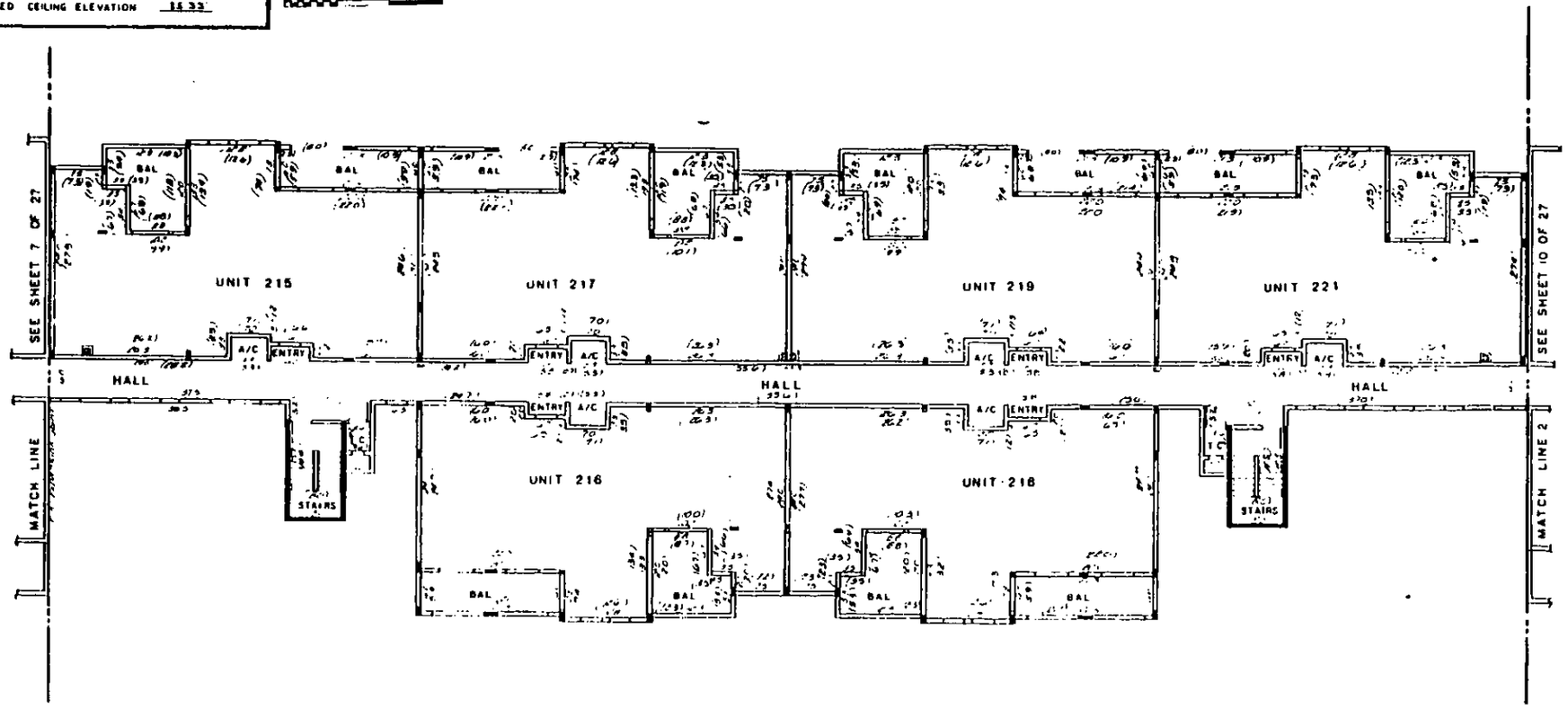
NOTES:

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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION	17.00'
FINISHED CEILING ELEVATION	35.33'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 9 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1300 E. HILLSBORO BLVD. EXECUTIVE PLAZA SUITE 302 DEERFIELD BEACH, FLORIDA 33441
(305) 421-9101

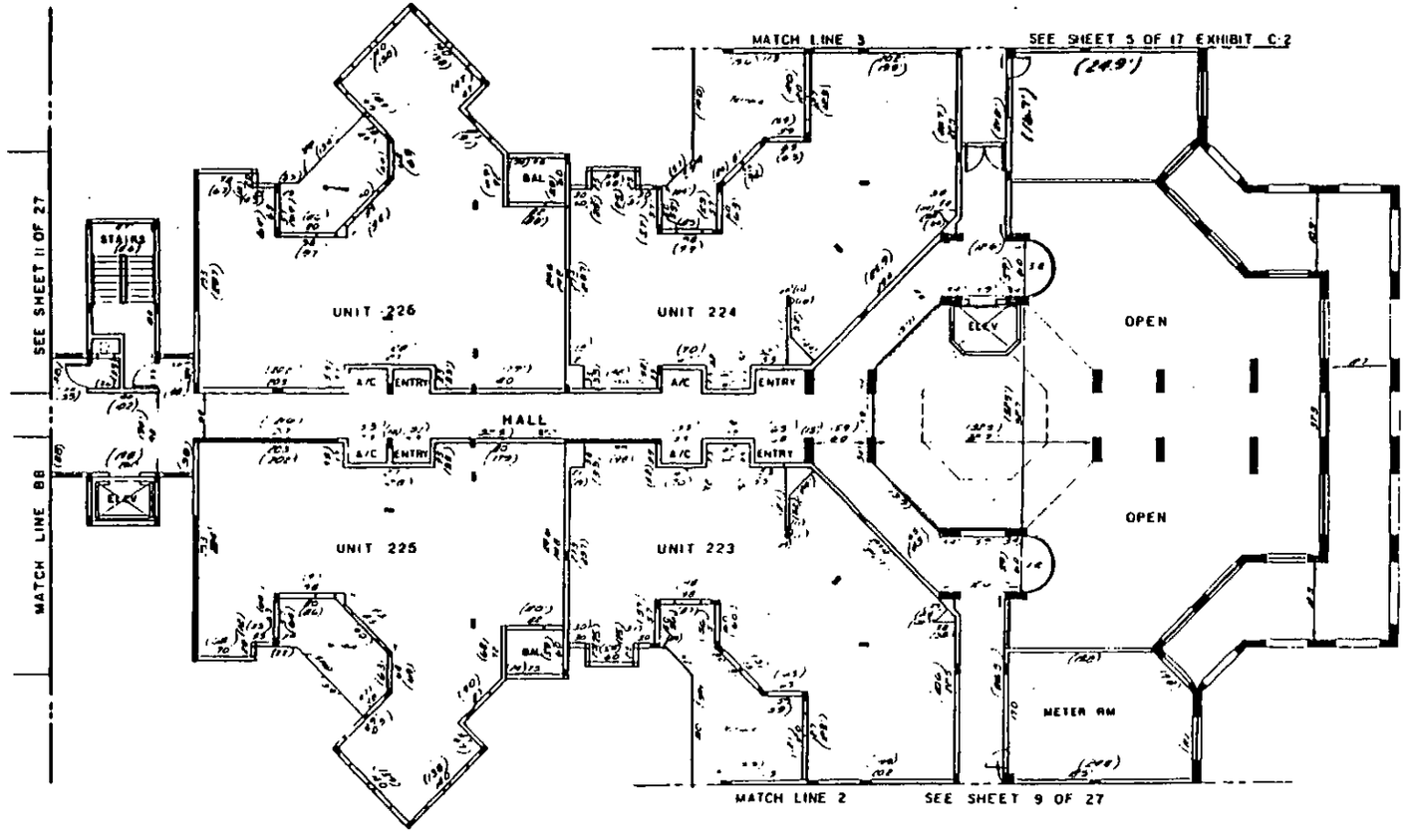
NORTH CENTER 2nd FLOOR
EXHIBIT "C-I"
TO THE DECLARATION OF CONDOMINIUM

UPDATES AND REVISIONS	DATE	BY	C/D	F.B./PG.

SCALE 1" = 8.0'
BY P.M.
CK'D
DATE APRIL 1985
F.B. PG.
JOB NO 84-0180
FILE NO CD

ORB 5573 Pg 1926

Mizner Court — condominium I
Phase I



GRAPHIC SCALE

NOTES:

1 BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2 ▨ INDICATES CHASES
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5 APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6 OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION	17.00'
FINISHED CEILING ELEVATION	29.33'

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 10 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1881 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH FLORIDA, 33442
(305) 421-9116

CENTER TOWER · 2nd FLOOR
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	F.B./PG.

SCALE 1" = 80'
BY RN
CK'D TPB
DATE APRIL 1985
F.B. PG
JOB NO 84-0190
FILE NO. CD

ORB 5573 Pg 1927

Mizner Court — condominium I
Phase I

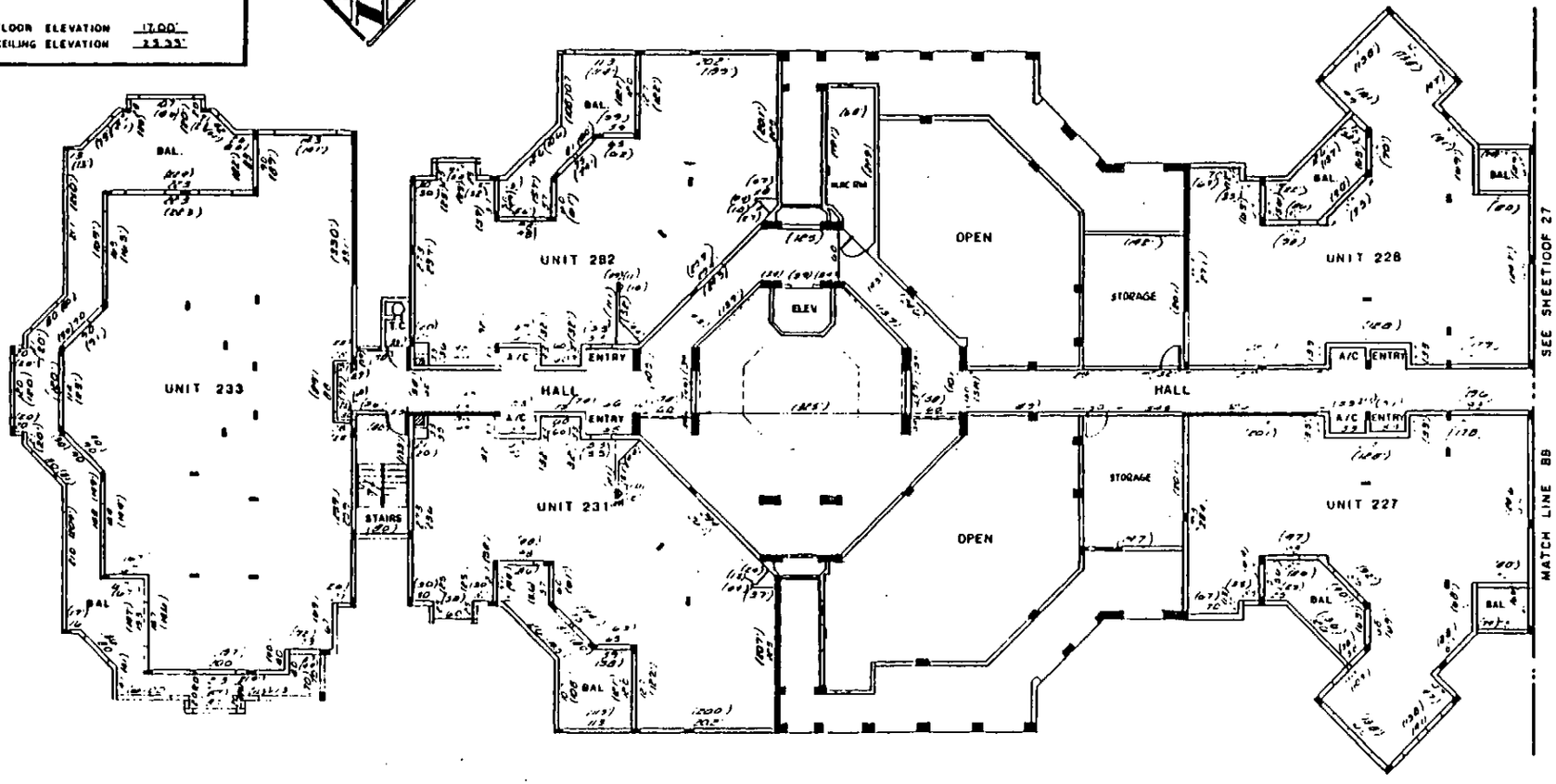
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6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION 17.00'
FINISHED CEILING ELEVATION 25.33'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 11 OF 27

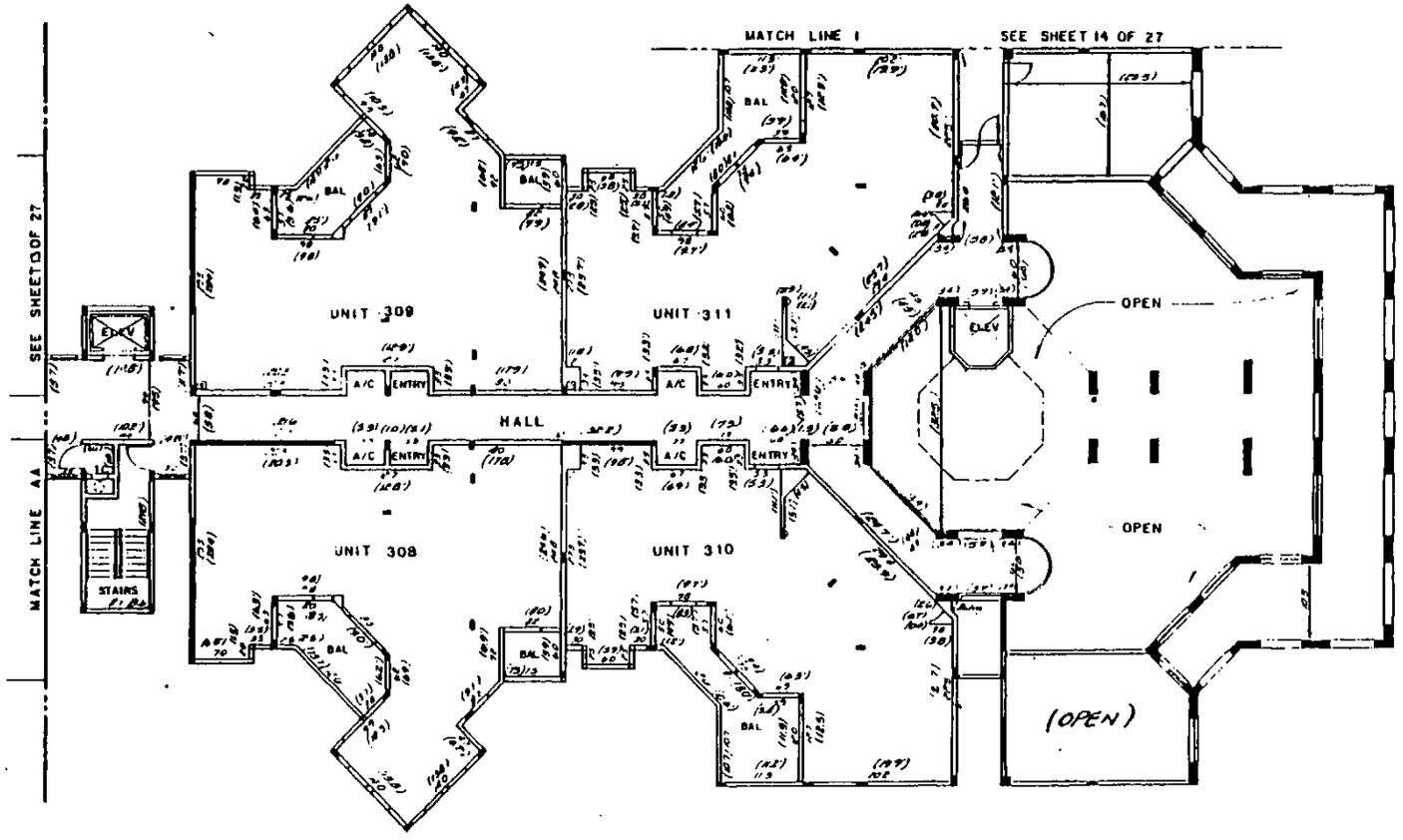
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1287 EAST NEWPORT CENTER DRIVE, SUITE 201, DEERFIELD BEACH, FLORIDA, 33442

CENTER TOWER · 2nd FLOOR
EXHIBIT "C1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES shown as REVISIONS	DATE	BY	CK'D	FB/PG	SCALE 1" = 8'-0"
					BY RN
					CK'D [illegible]
					DATE APRIL 1985
					FB PG
					JOB NO 84-0180
					FILE NO C1

ORB 5573 Pg 1928

Mizner Court — condominium I
Phase I



GRAPHIC SCALE
0 8 16 24

NOTES

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ■ INDICATES CONCRETE COMMON ELEMENT.
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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 24.00'
FINISHED CEILING ELEVATION 34.83'

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

ORB 5573 Pg 1929

SHEET 12 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1881 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-9101

NORTH TOWER · 3rd FLOOR
EXHIBIT "C-I"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	FB/PG

SCALE 1" = 8'-0"
BY RN
CK'D JPS
DATE APRIL 1985
FB PG
JOB NO 84-0180
FILE NO CD

Mizner Court — condominium I Phase I

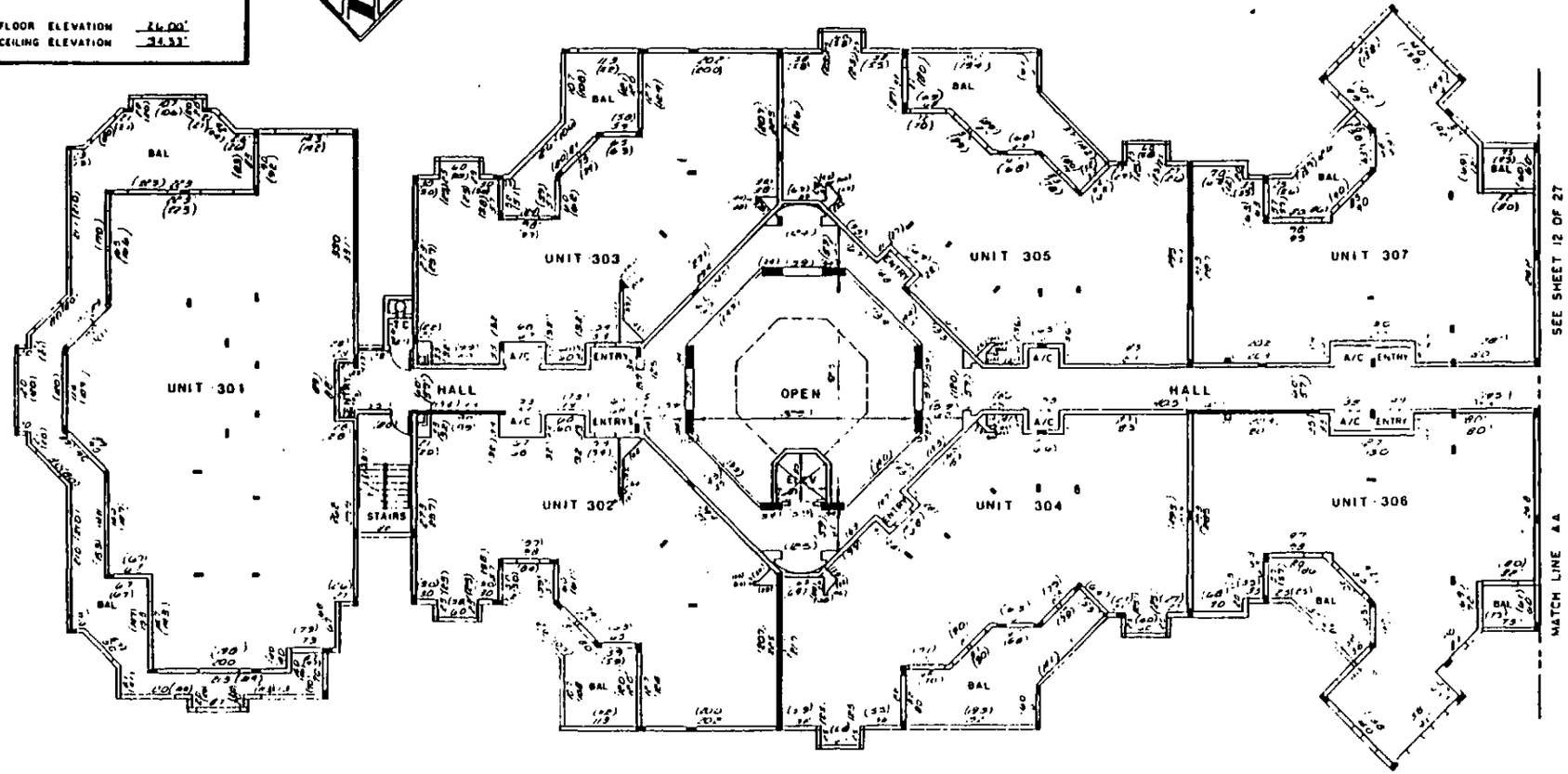
NOTES:

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6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 26.00'
FINISHED CEILING ELEVATION 34.33'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

ORB 3573 Pg 1930

SHEET 13 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1287 EAST NEWPORT CENTER DRIVE, SUITE 201, DEERFIELD BEACH, FLORIDA, 33442

NORTH TOWER 3rd FLOOR
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CHK	P.B./PG.

SCALE 1" = 80'
BY RN
CHKD JLT3
DATE APRIL 1985
P.B. PG.
JOB NO 84-0180
FILE NO CD

Mizner Court — condominium I
Phase I

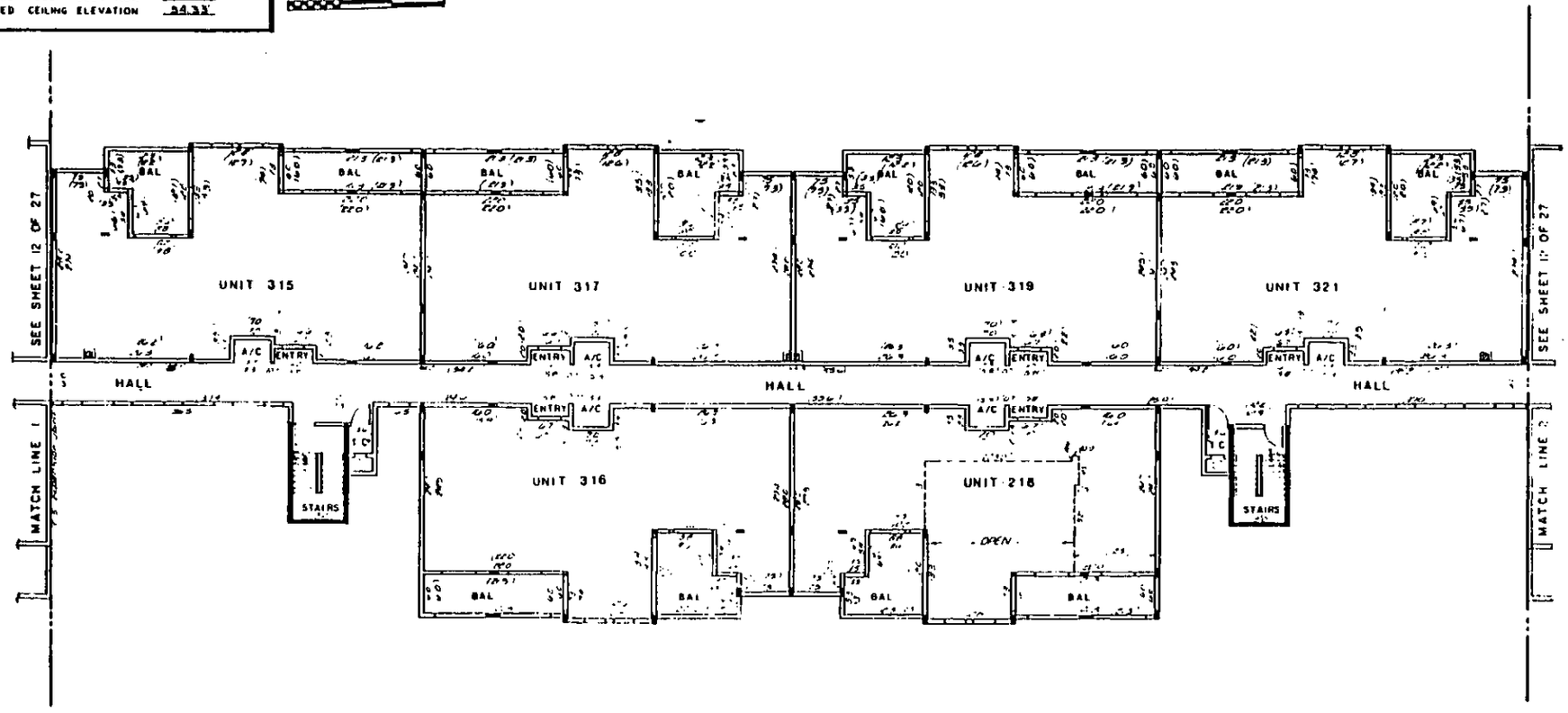
NOTES:

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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION 24.00'
FINISHED CEILING ELEVATION 34.33'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 14 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

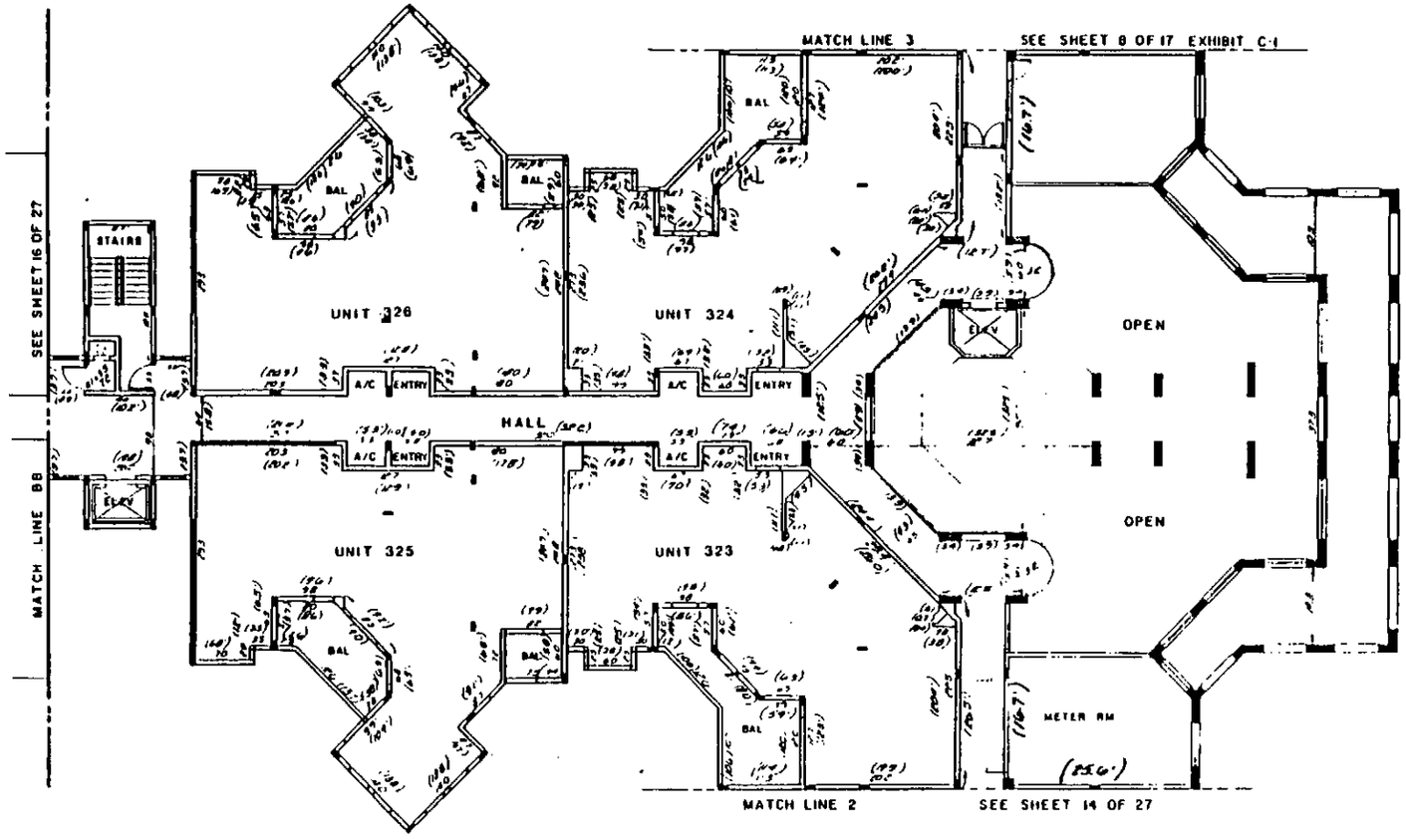
NORTH CENTER 3rd FLOOR
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY

SCALE 1" = 8'
BY RN
CHK'D —
DATE APRIL 1985
F.B. PG
JOB NO 84-0180
FILE NO CD

ORB 5573 Pg 1931

Mizner Court — condominium I
Phase I



GRAPHIC SCALE

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
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ELEVATIONS

FINISHED FLOOR ELEVATION	24.00'
FINISHED CEILING ELEVATION	34.33'

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

ORB 5573 PG 1933

SHEET 15 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1287 EAST NEWPORT CENTER DRIVE, SUITE 201, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

CENTER TOWER · 3rd FLOOR
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	FB/PG
Revised	10/05	RM	—	69/1

SCALE 1" = 80'
BY RM
CK'D TJS
DATE APRIL 1985
FB PG
JOB NO 84-0180
FILE NO CD

Mizner Court — condominium I Phase I

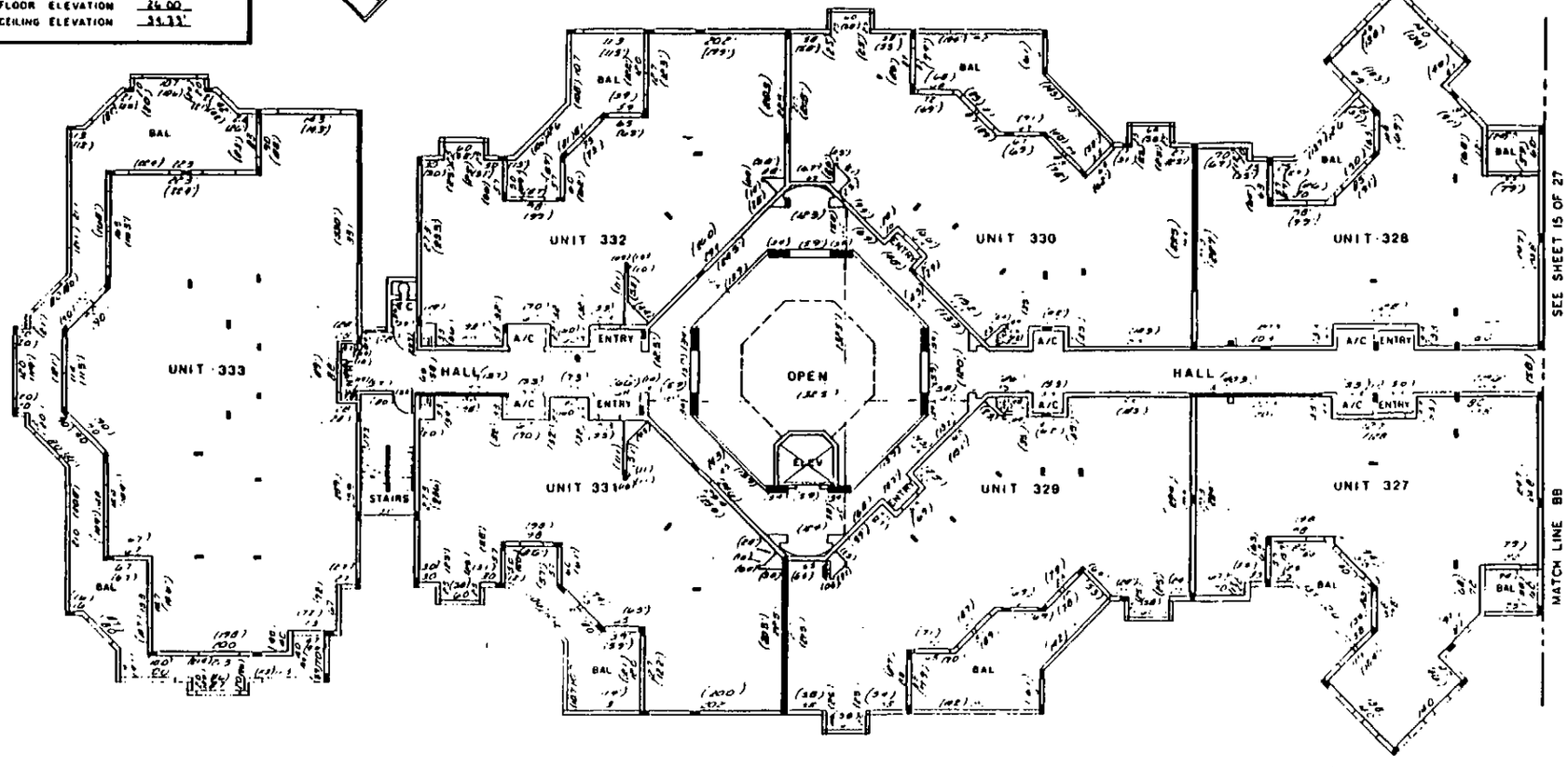
NOTES:

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ELEVATIONS

FINISHED FLOOR ELEVATION 24.00
FINISHED CEILING ELEVATION 35.33'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 16 OF 27

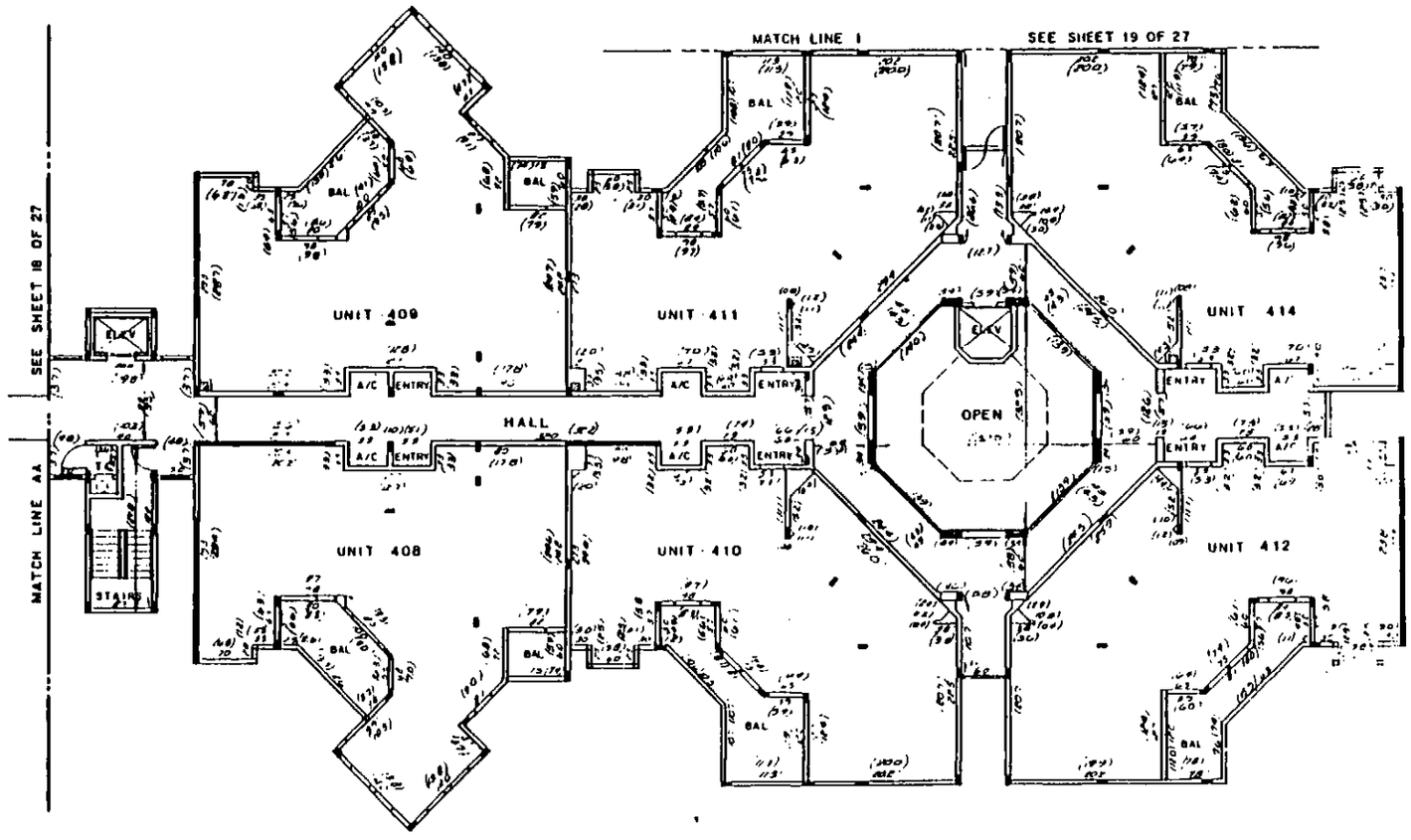
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1107 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

CENTER TOWER - 3rd FLOOR
EXHIBIT "C1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CKD	FB/PG	
					SCALE 1" = 80'
					BY RM
					CK'D [illegible]
					DATE APRIL 1985
					FB PG
					JOB NO 84-0180
					FILE NO CD

ORB 5573 Pg 1933

Mizner Court — condominium I
Phase I



GRAPHIC SCALE

NOTES:

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6 OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION 35.00'
FINISHED CEILING ELEVATION 43.33'

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

ORB 1573 Pg 1934

SHEET 17 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1807 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

NORTH TOWER - 4th FLOOR
EXHIBIT "C-I"
TO THE DECLARATION OF CONDOMINIUM

Asbuilts				1" = 80'
				RN
				7-78
				APRIL 1985
				PG
				60-7180
				CD

Mizner Court — condominium I
Phase I

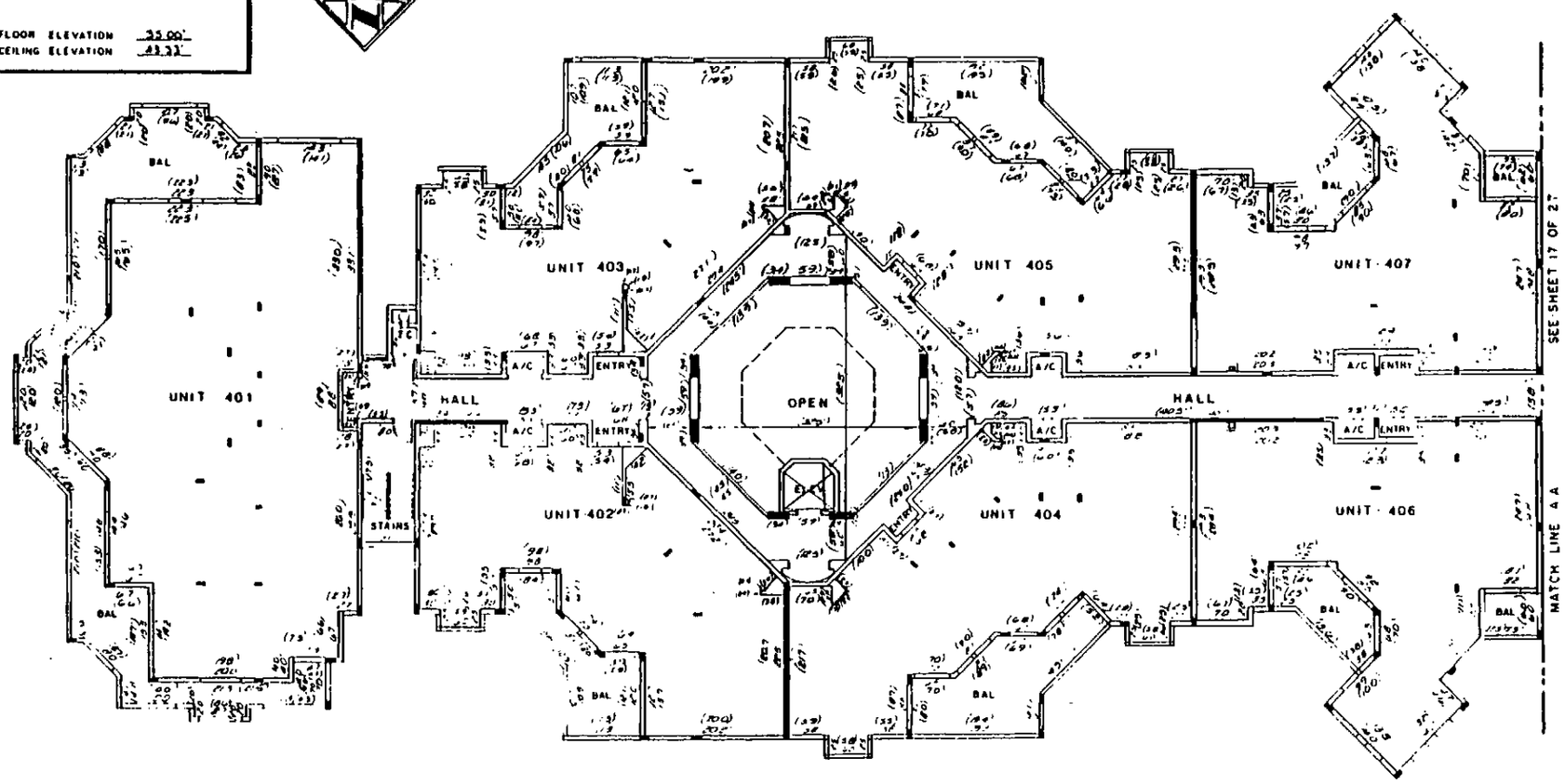
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ■ INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS (LOBBIES & HALLS INCLUDED)
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION 35.00'
FINISHED CEILING ELEVATION 43.33'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 18 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1201 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

NORTH TOWER 4th FLOOR
EXHIBIT "C1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	C.H.D.	F.B./PG.
As-built	4/85	MM		

SCALE 1" = 8.0'
BY M.M.
C.H.D. 273
DATE APRIL 1985
F.B. PG.
JOB NO. 84-0180
FILE NO. C1

ORB 5573 Pg 1935

Mizner Court — condominium I Phase I

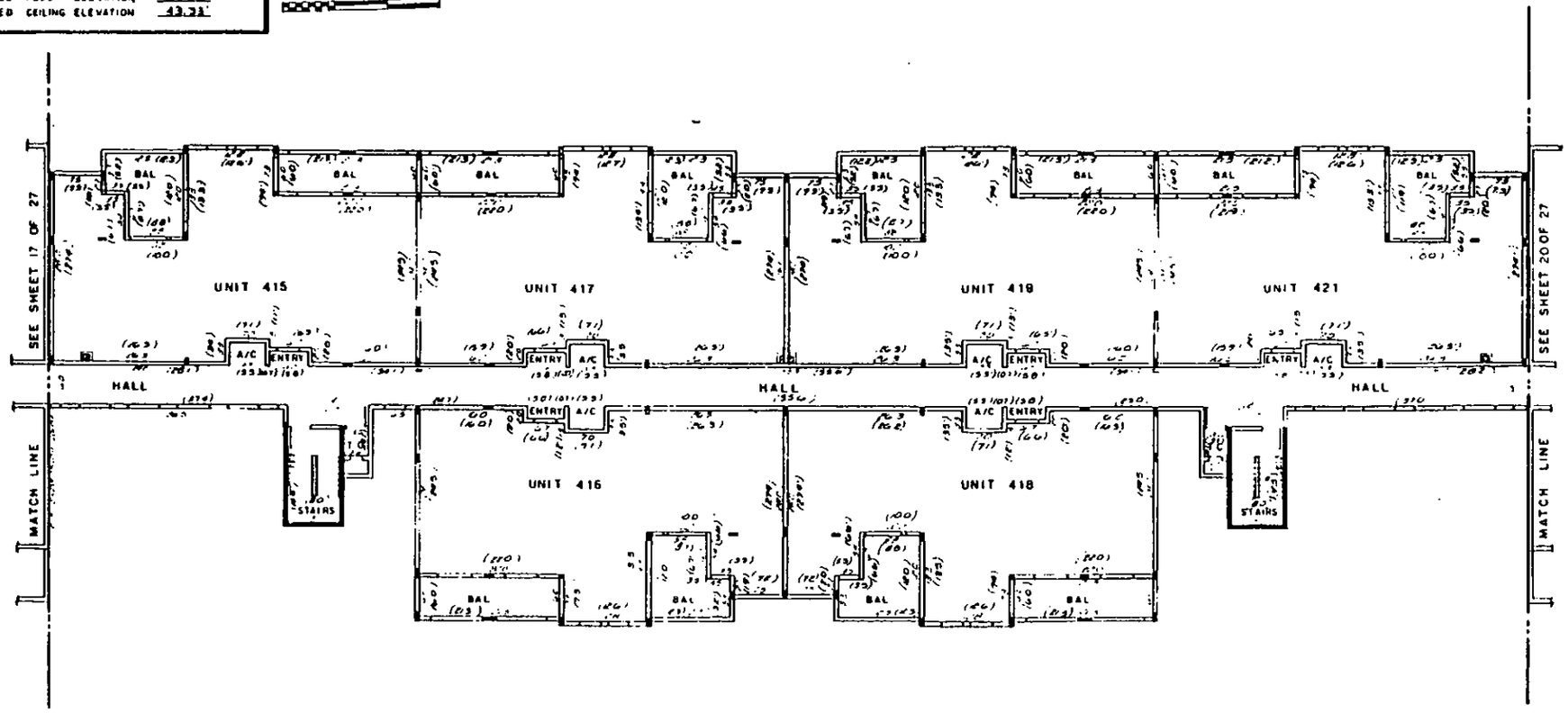
NOTES:

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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION 35.00'
FINISHED CEILING ELEVATION 43.33'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASSBUILTS

SHEET 19 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1387 EAST NEWPORT CENTER DRIVE, SUITE 251, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-9101

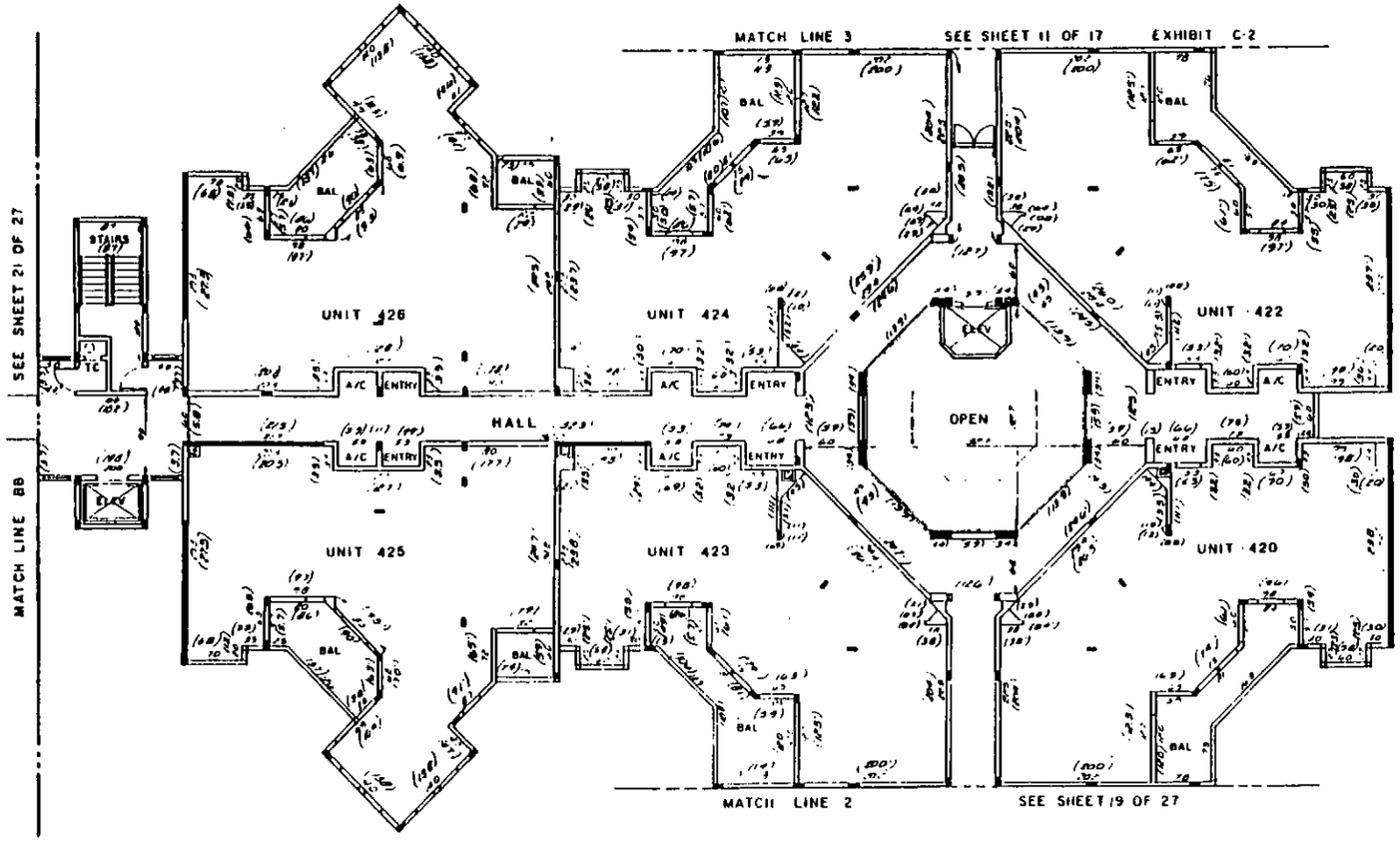
NORTH CENTER · 4 th FLOOR
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES SHOWN REVISIONS	DATE	BY	C'KD	F.B./PG.
ADDITIONS	4/88	RM		

SCALE 1" = 80'
BY BN
CK'D
DATE APRIL 1985
F.B. PG.
JOB NO 80-0180
FILE NO CD

ORB 5573 Pg 1936

Mizner Court — condominium I
Phase I



GRAPHIC SCALE

NOTES:

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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION	35.00'
FINISHED CEILING ELEVATION	41.33'

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 20 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1301 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

CENTER TOWER - 4th FLOOR
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CKD	F.B./PG.
As Built	10/85			209

SCALE 1" = 80'
BY R.N.
CK'D
DATE APRIL 1985
F.B. PG.
JOB NO 84-0180
FILE NO C-D

ORB 1573 Pg 1937

Mizner Court — condominium I Phase I

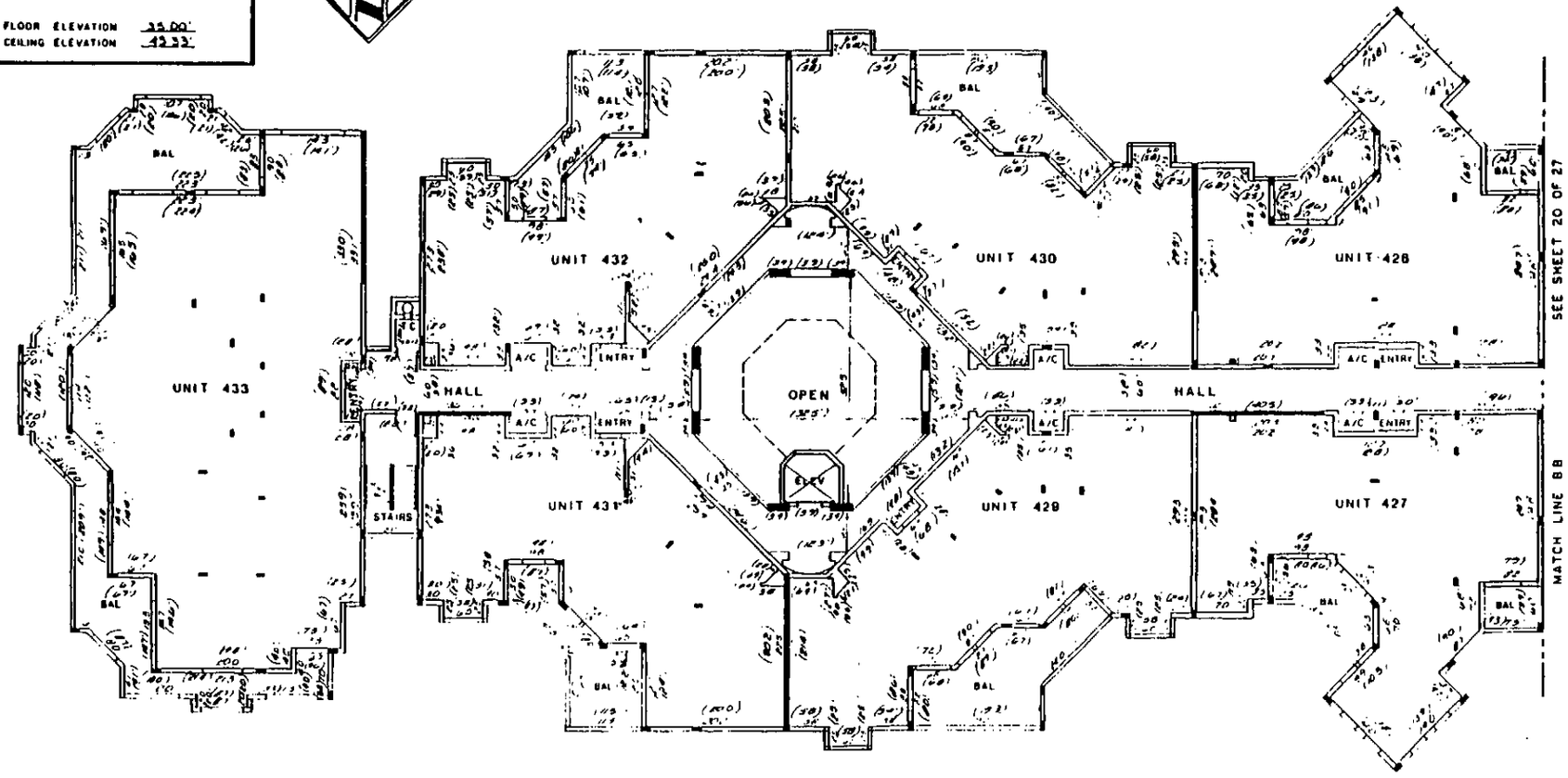
NOTES:

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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION 35.00'
FINISHED CEILING ELEVATION 42.33'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

ORB 5573 Pg 1938

SHEET 21 OF 27

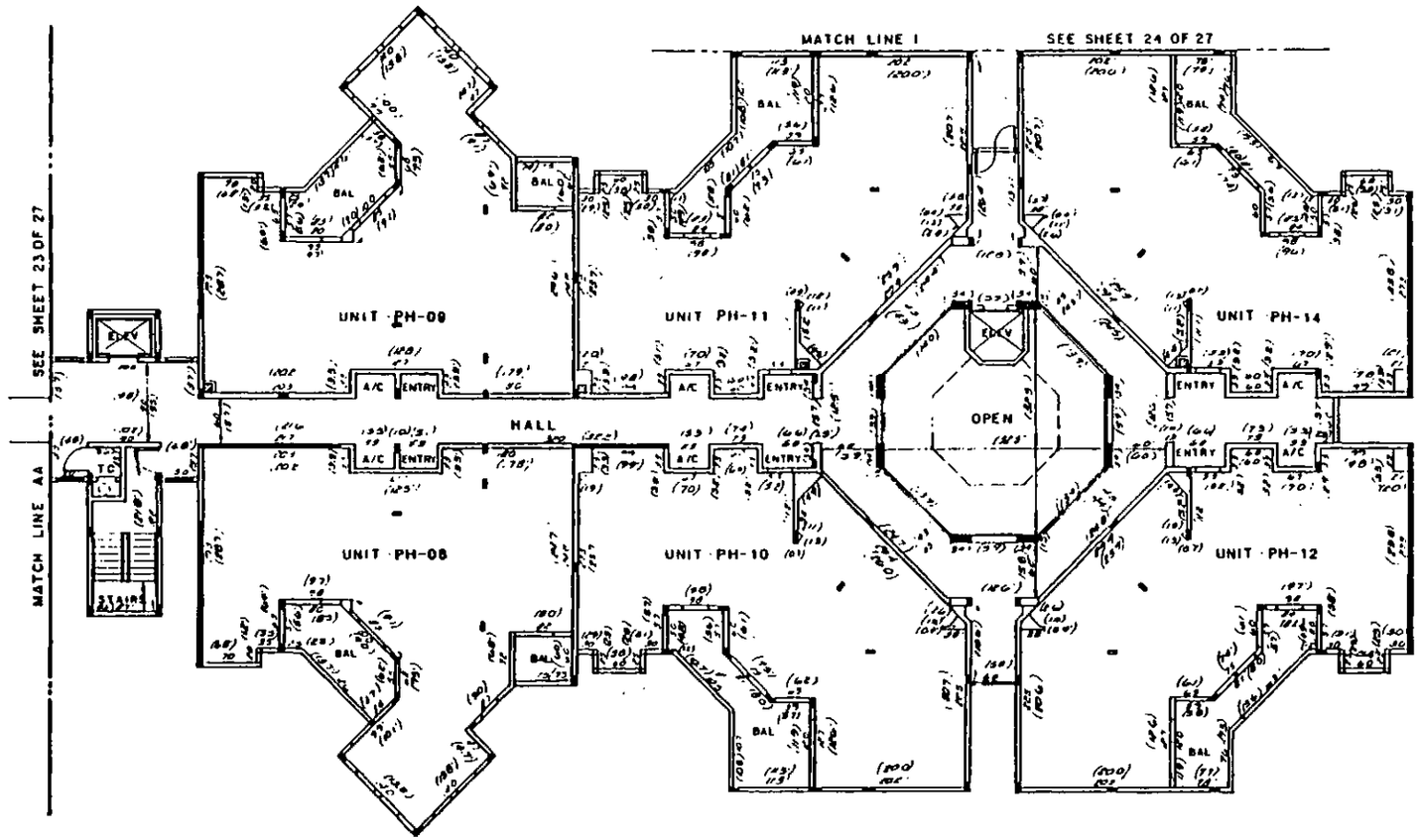
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1287 EAST NEWPORT CENTER DRIVE, SUITE 201, DEERFIELD BEACH, FLORIDA, 33442

CENTER TOWER - 4 th FLOOR
EXHIBIT "C I"
TO THE DECLARATION OF CONDOMINIUM

UPDATES & NEW REVISIONS	DATE	BY	CHK	F.B./PG.

SCALE 1" = 8.0'
BY RN
CHKD
DATE APRIL 1985
F.B. PG.
JOB NO 84-0180
FILE NO CD

Mizner Court — condominium I
Phase I



GRAPHIC SCALE

N

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
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6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION	14.00'
FINISHED CEILING ELEVATION	32.33'

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 22 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1507 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

NORTH TOWER · 5th FLOOR
EXHIBIT "C1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CHK	APP'D
Approved				

SCALE 1" = 80'
BY RN
CHK'D
DATE APRIL 1985
PG 94
JOB NO 84-0180
FILE NO CD

ORB 5573 Pg 939

Mizner Court — condominium I Phase I

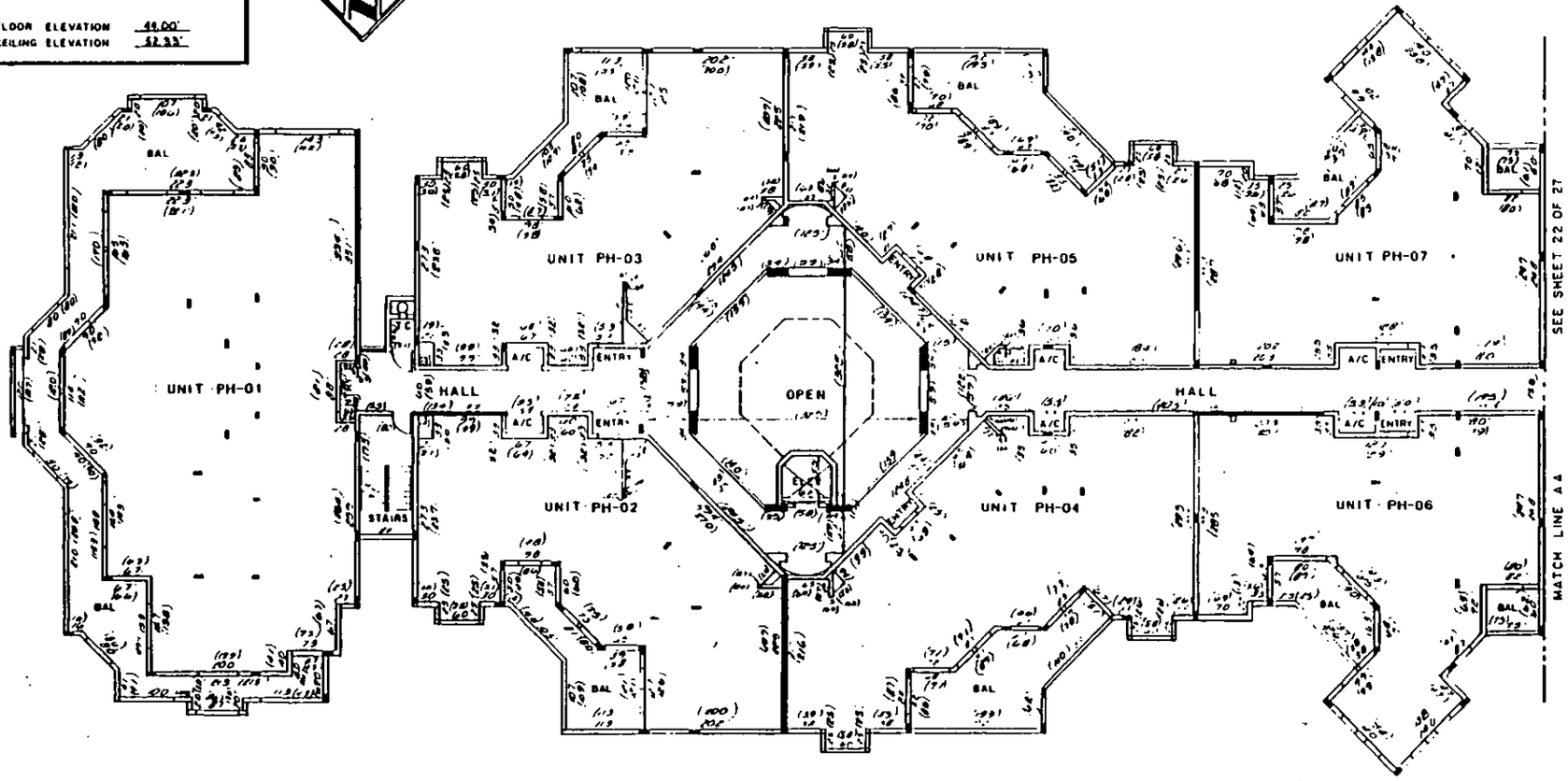
NOTES:

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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION	44.00'
FINISHED CEILING ELEVATION	52.33'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 23 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1307 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

NORTH TOWER 5th FLOOR
EXHIBIT "C1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CHD	FB/PG
Add Title	1/88	RN		

SCALE 1" = 80'
BY RN
CHD
DATE APRIL 1988
FB PG
JOB NO 88-018D
FILE NO CD

ORB 5015 PG 1740

Mizner Court — condominium I
Phase I

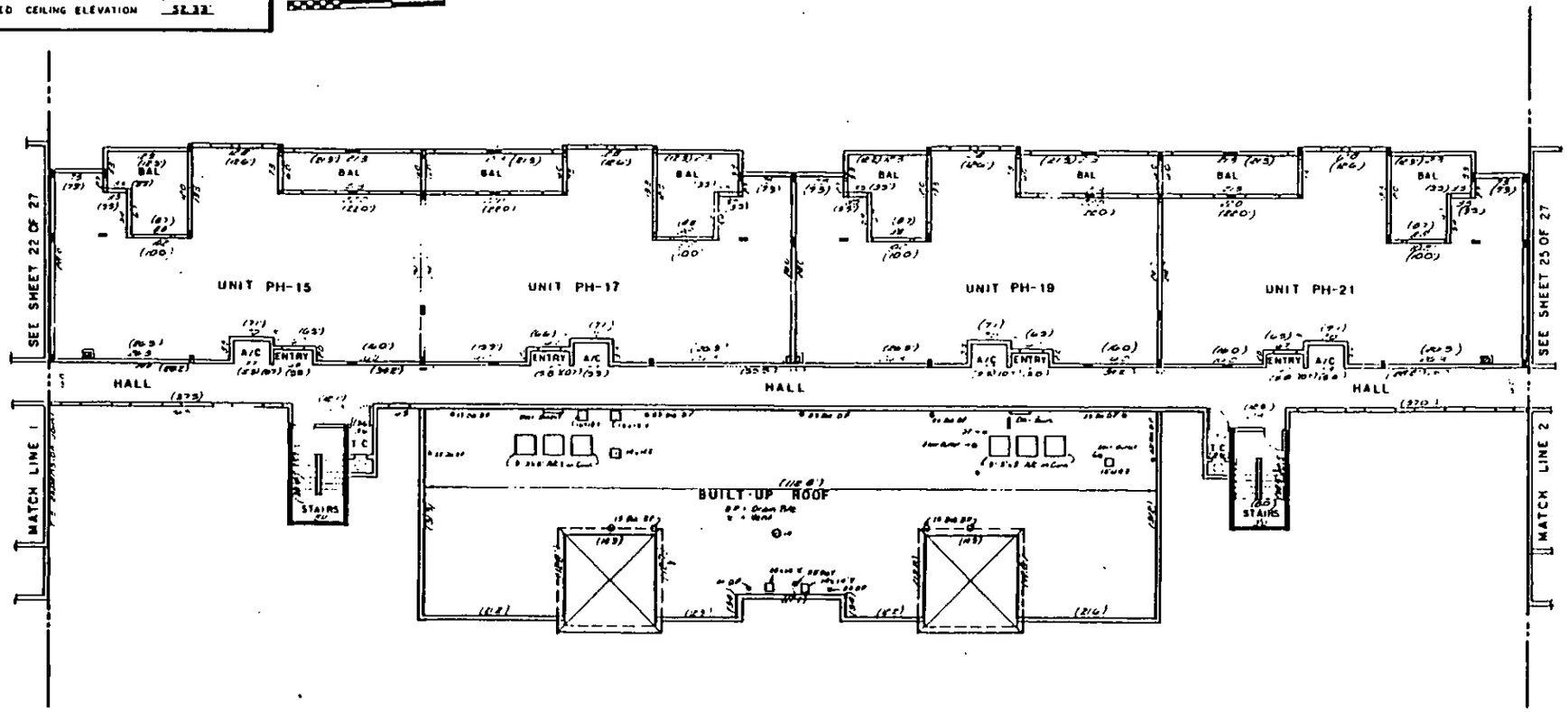
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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION	44.00'
FINISHED CEILING ELEVATION	52.33'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 24 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1300 E. HILLSBORO BLVD. EXECUTIVE PLAZA SUITE 202 DEERFIELD BEACH FLORIDA 33441

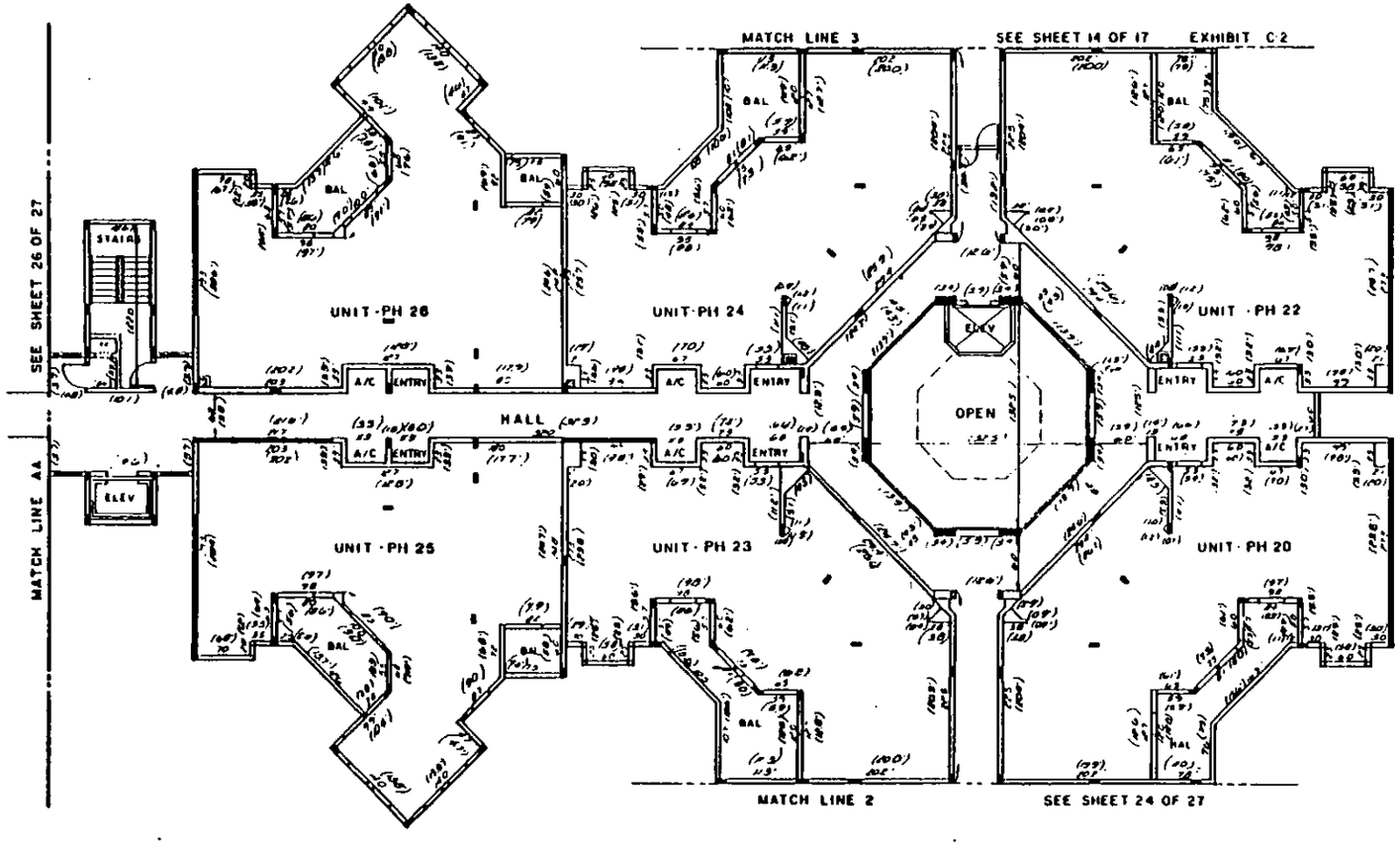
NORTH CENTER · 5th FLOOR
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	F.B./PG.

SCALE 1" = 8.0'
BY RN
CK'D
DATE APRIL 1985
F.B. PG.
JOB NO 84-0180
FILE NO C0

ORB 5573 Pg 1941

Mizner Court — condominium I
Phase I



GRAPHIC SCALE

0 8 16

NOTES:

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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 49.00'
FINISHED CEILING ELEVATION 52.33'

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 25 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1507 EAST NEWPORT CENTER DRIVE, SUITE 210, DEERFIELD BEACH, FLORIDA, 33442

CENTER TOWER - 5th FLOOR
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CHK	FB/PG

SCALE 1" = 8'-0"
BY RN
CHK'D
DATE APRIL 1985
F.B. PG.
JOB NO. 84-0180
FILE NO. CO

ORB 5573 Pg 1742

Mizner Court — condominium I Phase I

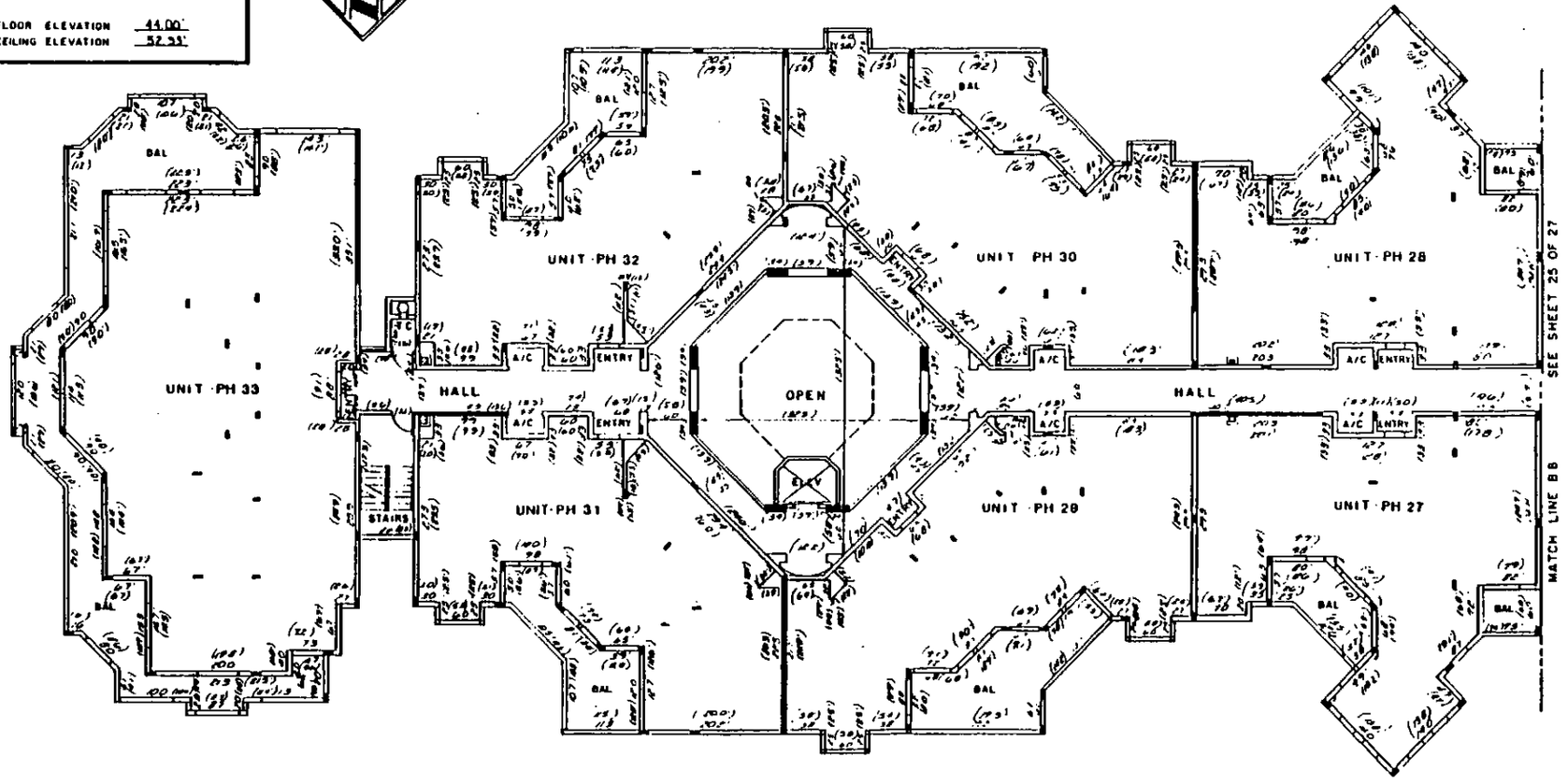
NOTES:

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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION	44.00'
FINISHED CEILING ELEVATION	52.33'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 26 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1387 EAST NEWPORT CENTER DRIVE, SUITE 311, DEERFIELD BEACH, FLORIDA, 33442

CENTER TOWER · 5th FLOOR
EXHIBIT "C-I"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CHK	FB/PG
Actuality	[illegible]	[illegible]		

SCALE 1" = 80'
BY RM
CH'D [illegible]
DATE APRIL 1985
F.B. PG.
JOB NO 84-0180
FILE NO CD

ORB 5573 Pg 1443

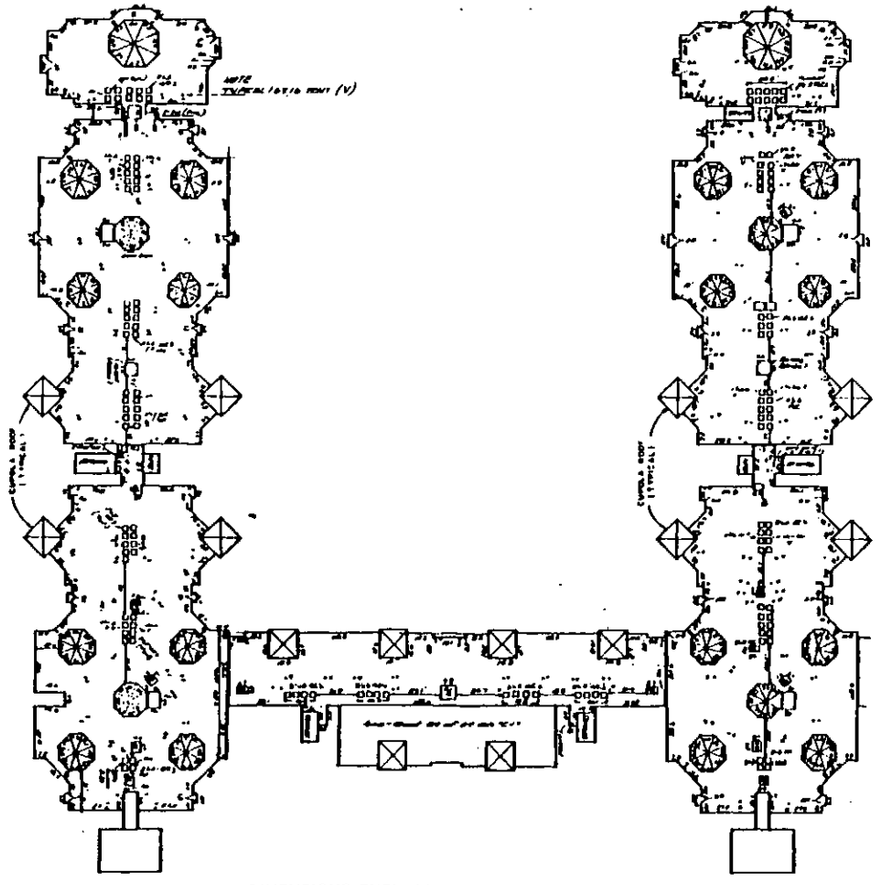
Mizner Court — condominium I Phase I

NOTES:

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6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

PROPOSED FINISHED ROOF ELEVATION 53.00'



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 27 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
1300 S. HILLSBORO BLVD. EXECUTIVE PLAZA, SUITE 305, DEERFIELD BEACH, FLORIDA, 33441
(305) 421-0101

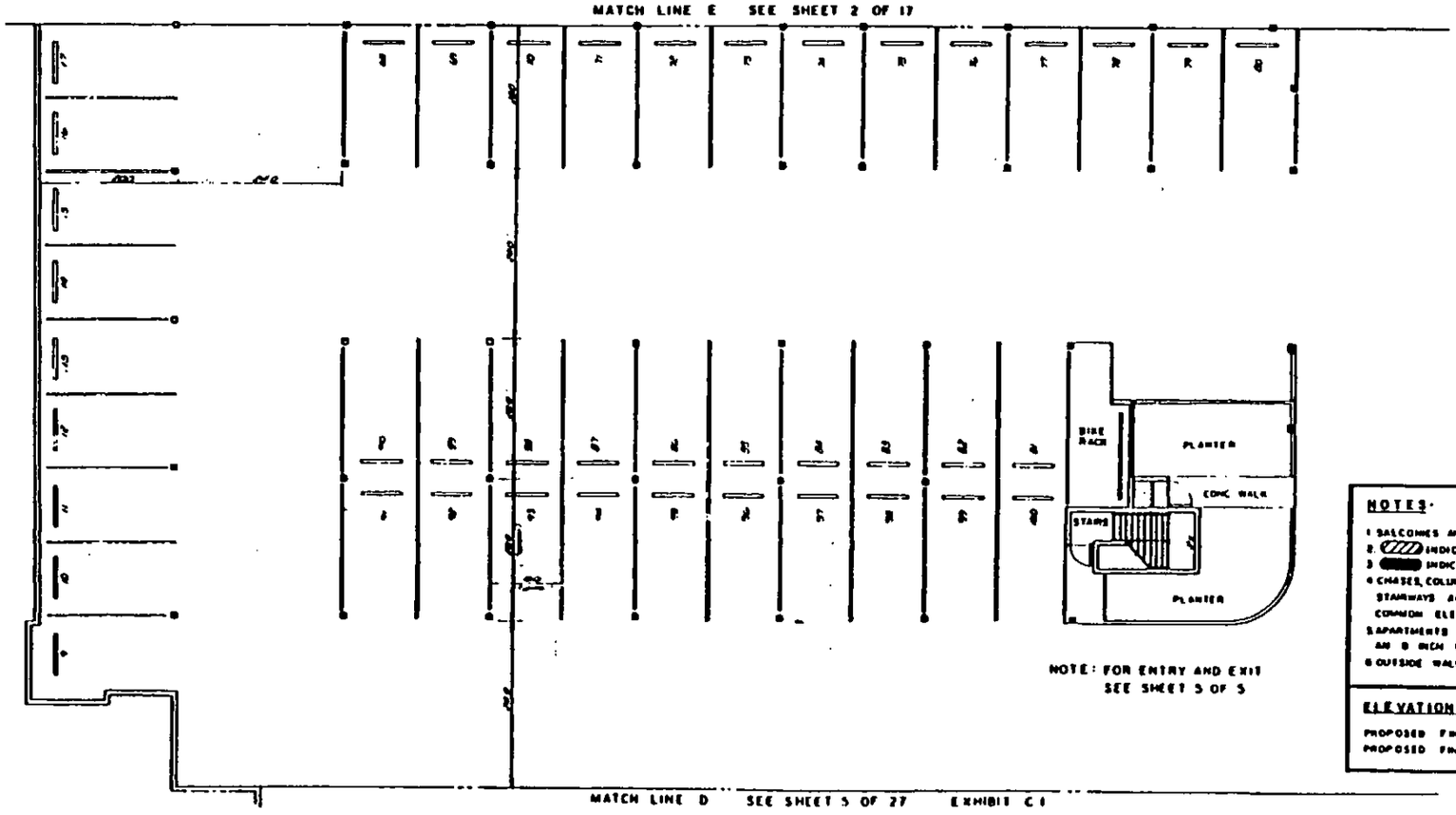
ROOF PLAN
EXHIBIT "C-I"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	FB/PG

SCALE 1" = 30'
BY RM
CK'D
DATE APRIL 1985
FB PG
JOB NO 84-0180
FILE NO C0

ORB 5573 Pg 1944

Mizner Court — condominium I Phase II



NOTE: FOR ENTRY AND EXIT SEE SHEET 5 OF 5

GRAPHIC SCALE

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. INDICATES CHASES
3. INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS.
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

PROPOSED FINISHED FLOOR ELEVATION 8.00'
PROPOSED FINISHED CEILING ELEVATION 18.33'

SHEET 1 OF 17

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

SOUTH CENTER GROUND LEVEL
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

SCALE	1" = 8'-0"			
BY	BB			
CH'D				
DATE	APRIL 1988			
F.B.	PG			
JOB NO.	85-0130			
FILE NO.	"B"			

ORB 5573 Pg 1945

Mizner Court — condominium I Phase II

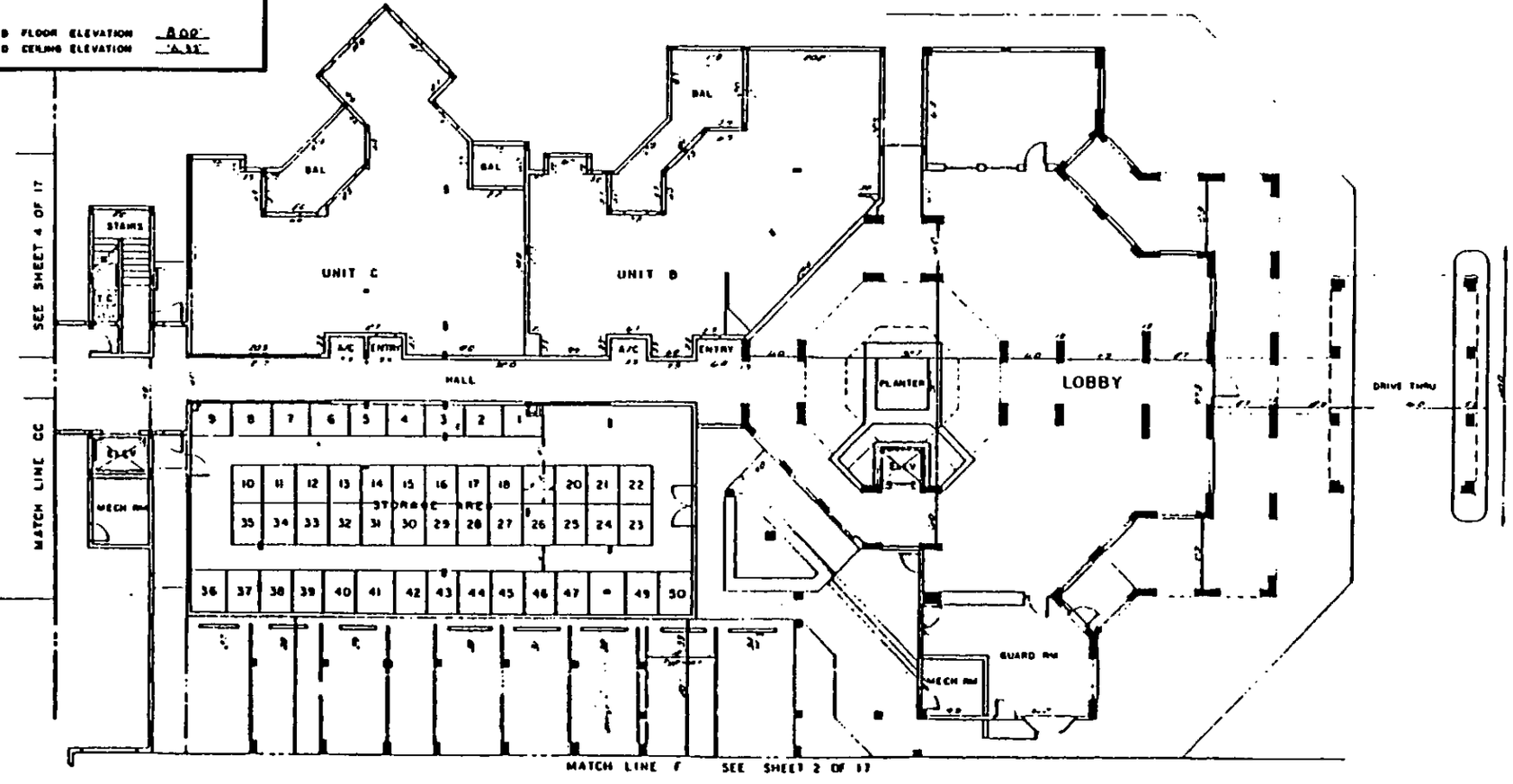
NOTES:

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2. ⊠ INDICATES CHASES.
3. ▬ INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS.
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

PROPOSED FINISHED FLOOR ELEVATION 8.00'
PROPOSED FINISHED CEILING ELEVATION 18.33'

GRAPHIC SCALE



SHEET 3 OF 17

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

SOUTH TOWER GROUND LEVEL
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

ORB 5573 Pg 1947

Mizner Court — condominium I Phase II

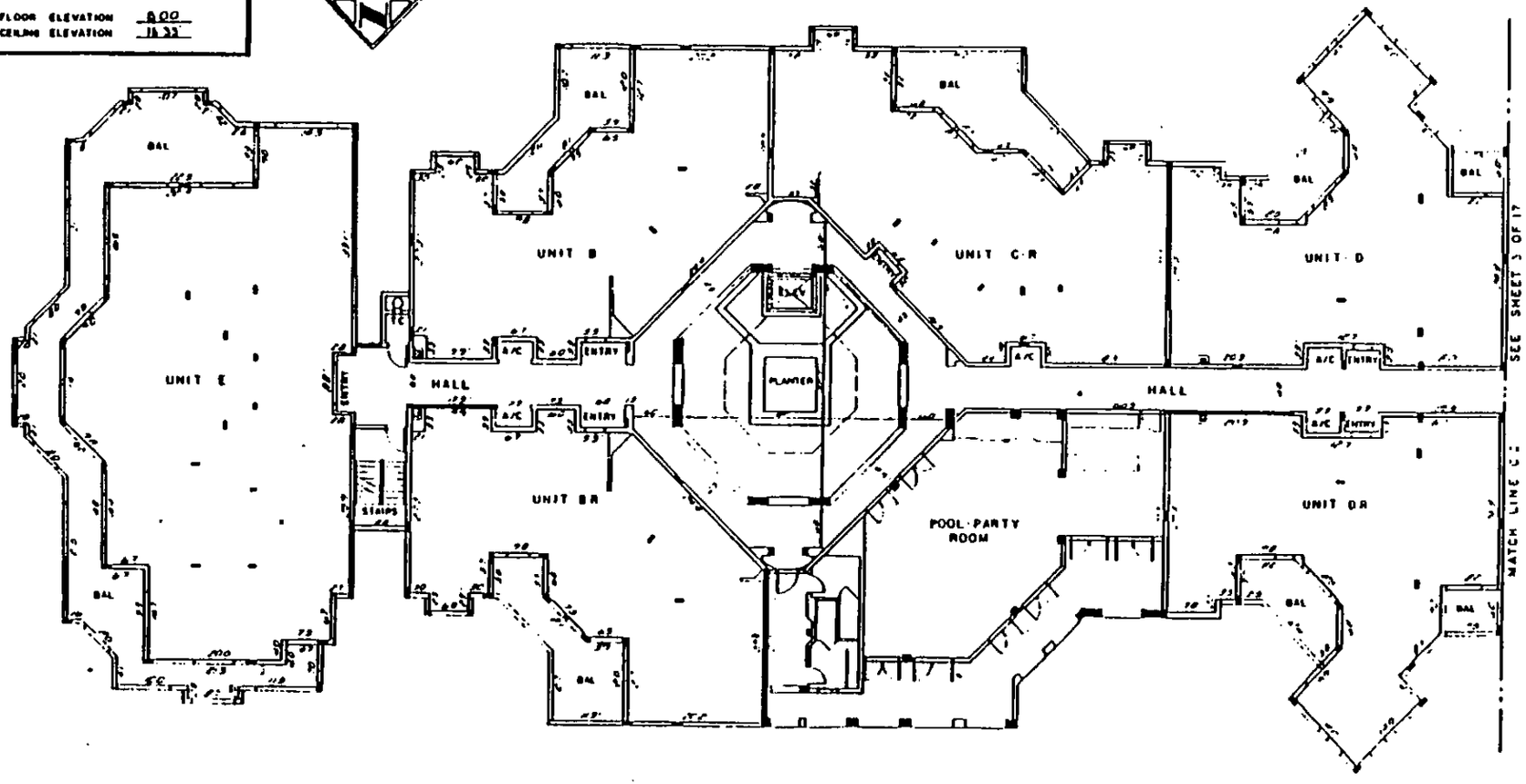
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6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

PROPOSED FINISHED FLOOR ELEVATION 8.00
PROPOSED FINISHED CEILING ELEVATION 18.33

GRAPHIC SCALE



SHEET 4 OF 17

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

SOUTH TOWER GROUND LEVEL
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

ORB 5573 Pg 1948

Mizner Court — condominium I Phase II

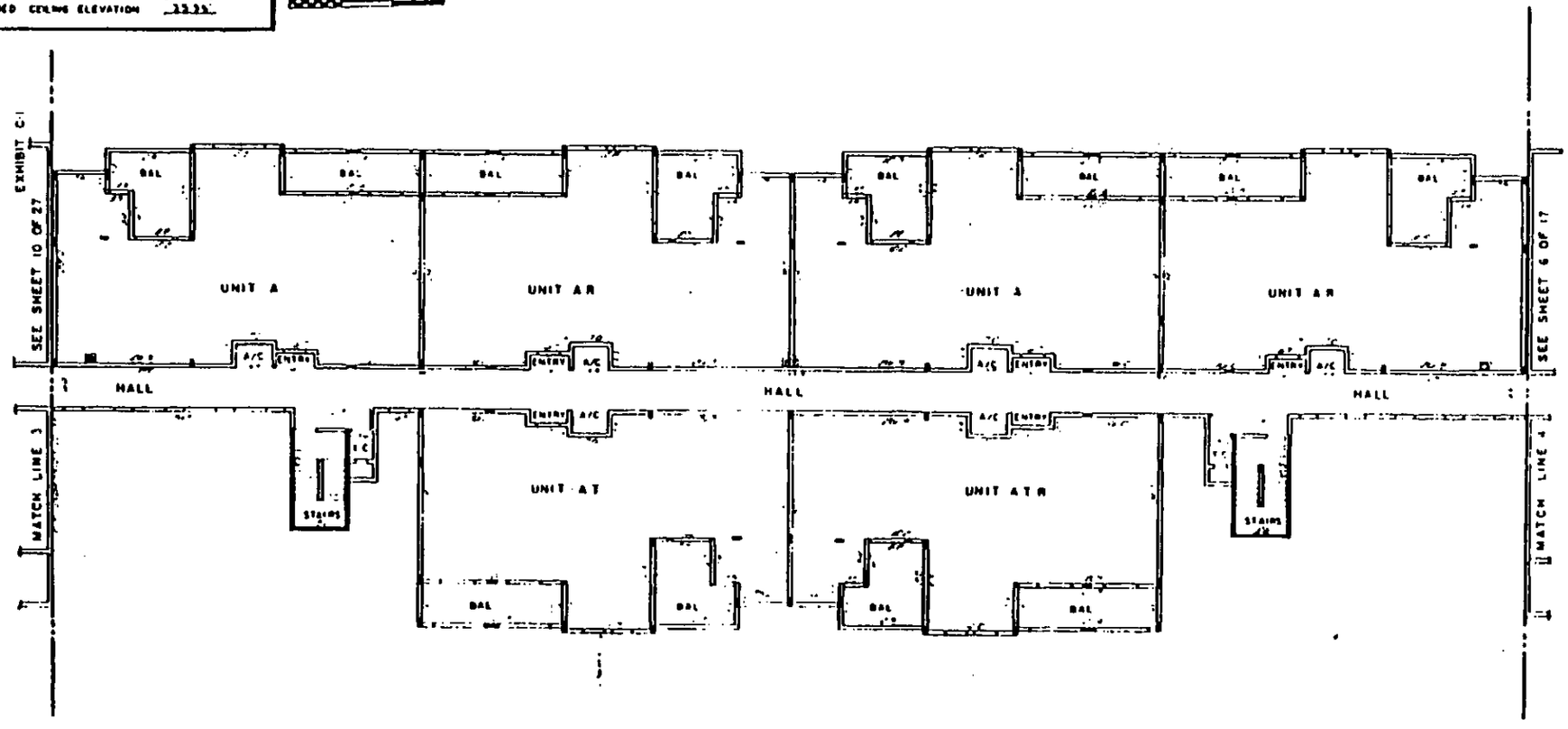
NOTES:

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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

PROPOSED FINISHED FLOOR ELEVATION 11.00
PROPOSED FINISHED CEILING ELEVATION 19.33

GRAPHIC SCALE



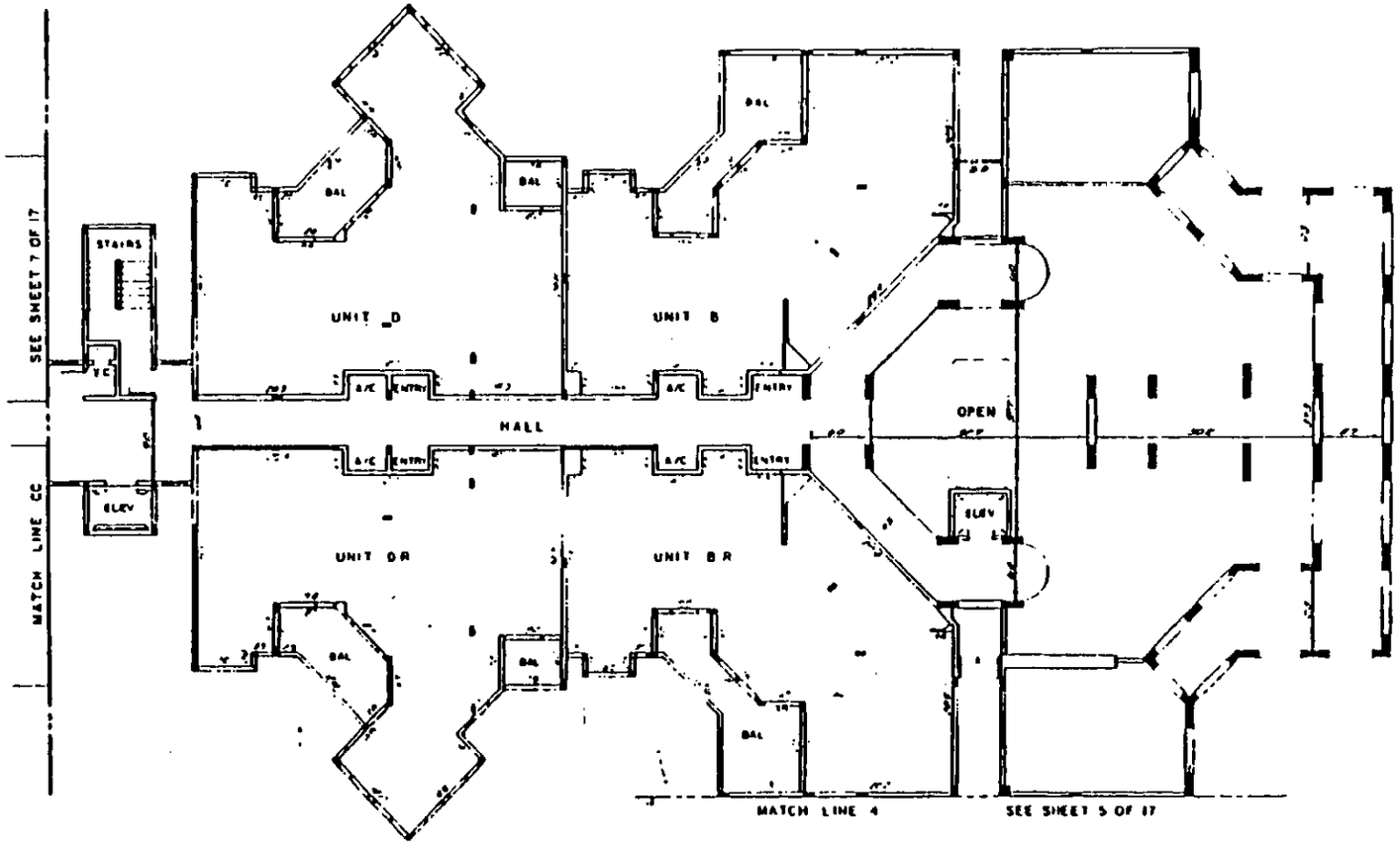
SHEET 5 OF 17

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

SOUTH CENTER 2nd FLOOR
EXHIBIT "C 2"
TO THE DECLARATION OF CONDOMINIUM

ORB 5573 Pg 1949

Mizner Court — condominium I Phase II



GRAPHIC SCALE

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
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3. INDICATES CONCRETE COMMON ELEMENT
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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

PROPOSED FINISHED FLOOR ELEVATION 17.00'

PROPOSED FINISHED CEILING ELEVATION 19.33'

SHEET 6 OF 17

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

SOUTH TOWER 2nd FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

DATE APRIL 1983

ORB 5573 Pg 1950

Mizner Court — condominium I Phase II

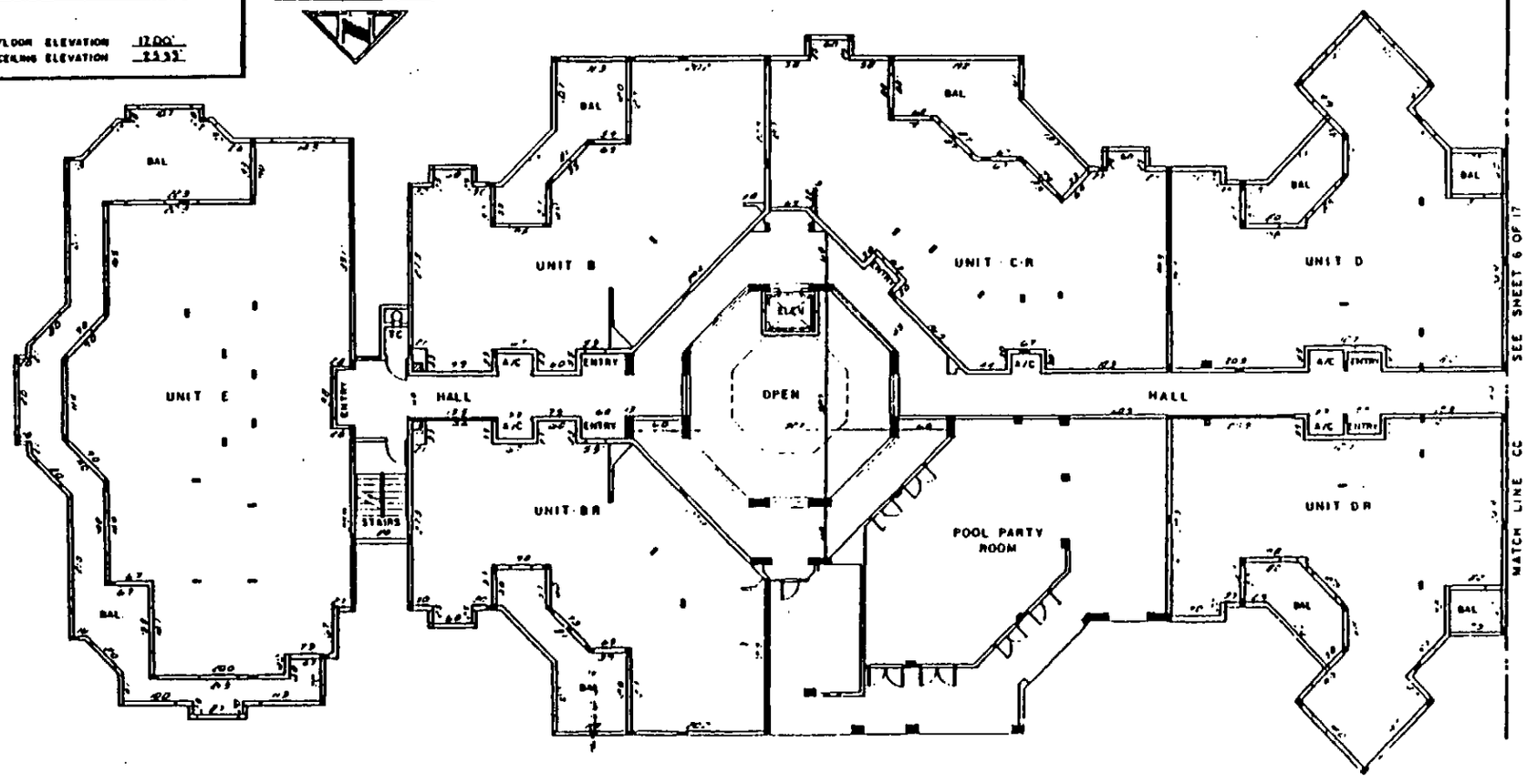
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6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

PROPOSED FINISHED FLOOR ELEVATION 12.00'
PROPOSED FINISHED CEILING ELEVATION 22.33'

GRAPHIC SCALE



SHEET 7 OF 17

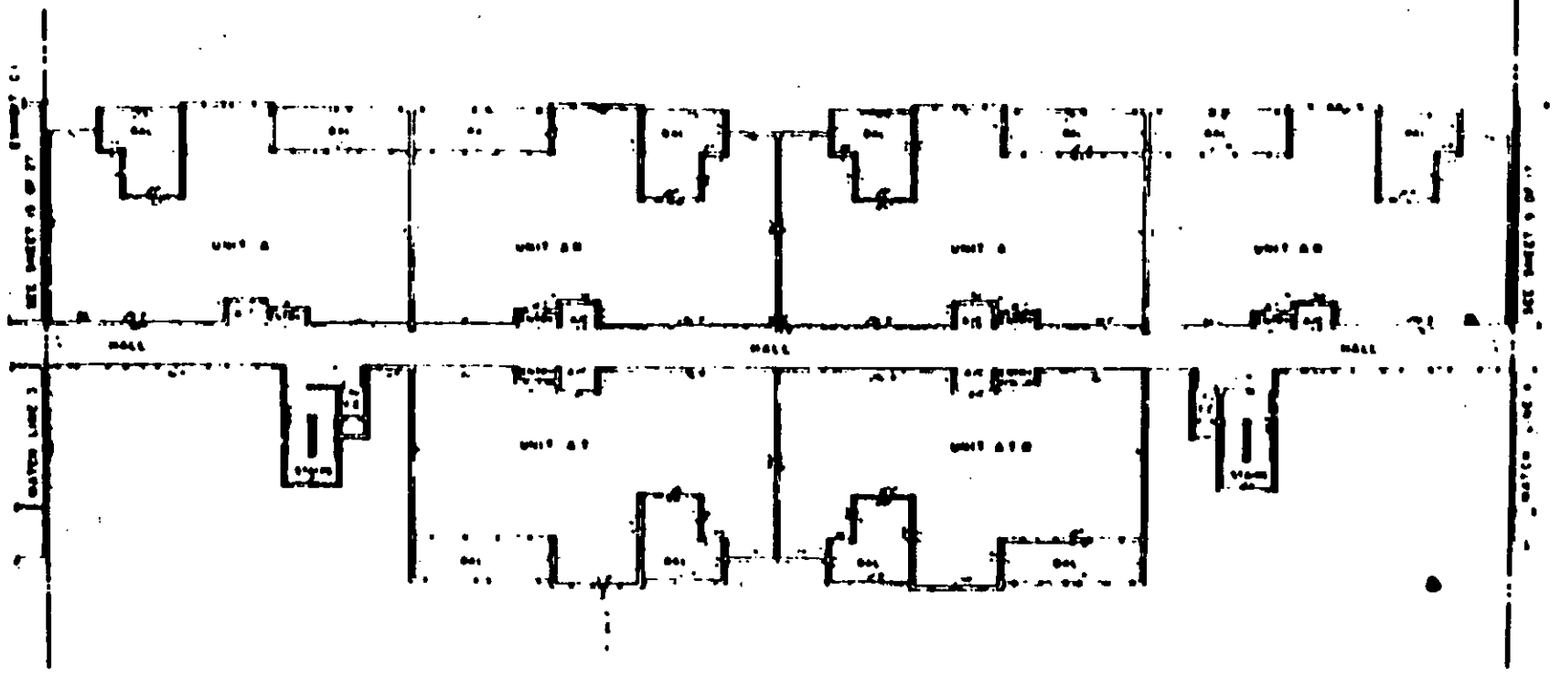
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

SOUTH TOWER 2nd FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

SCALE 1" = 8.0'
BY RM
CK'D APS
DATE APRIL 1983
F.B. PG.
JOB NO. 84-0180
FILE NO. C2

ORB 5573 Pg 1951

Mizner Court — condominium I Phase II



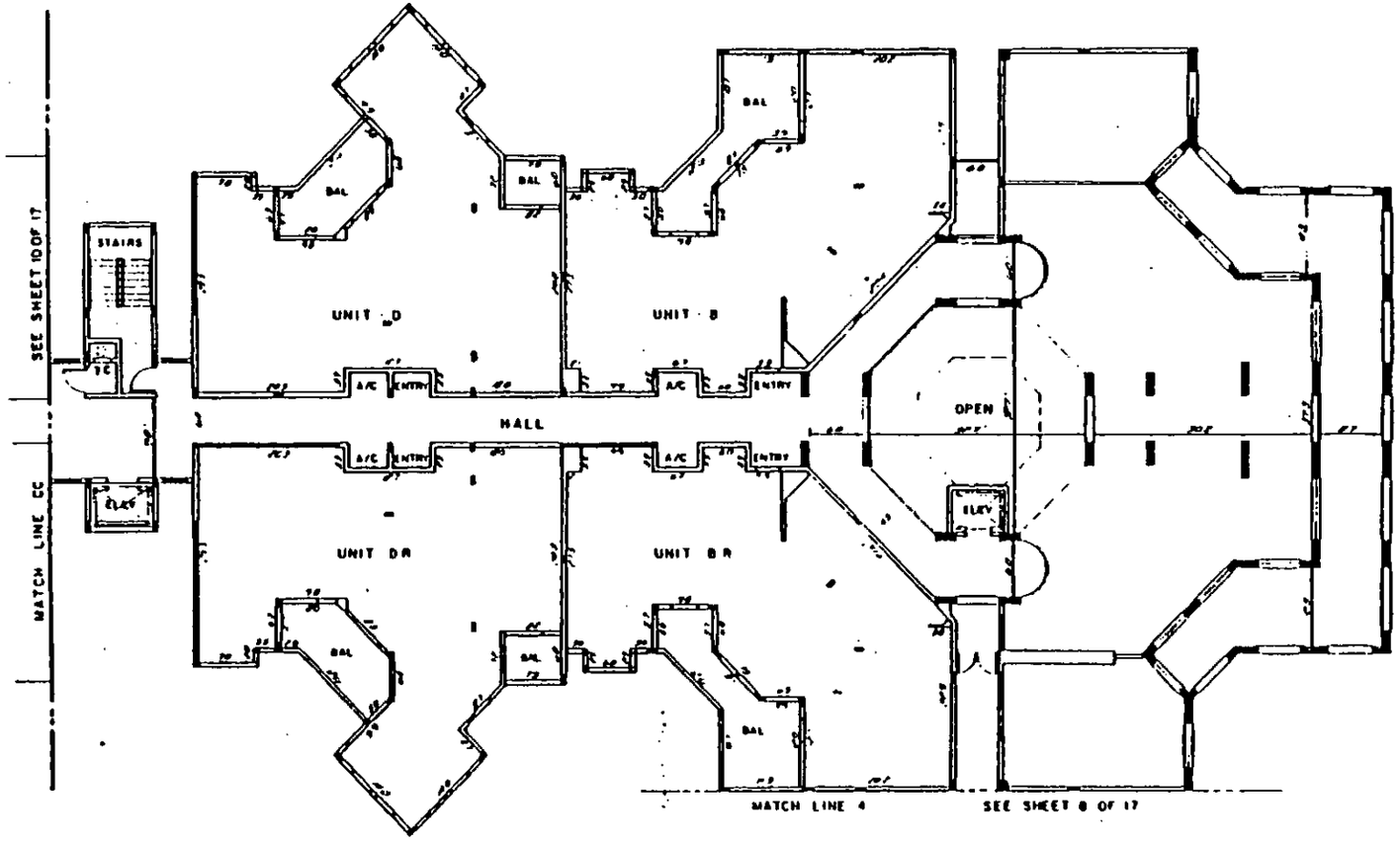
SHEET 8 OF 17

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

SOUTH CENTER 3rd FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

OR 5573 PG 1952

Mizner Court — condominium I Phase II



GRAPHIC SCALE

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ■ INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

PROPOSED FINISHED FLOOR ELEVATION +[illegible]
PROPOSED FINISHED CEILING ELEVATION +[illegible]

SHEET 3 OF 17

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

SOUTH TOWER 3rd FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

APRIL 1985

ORB 5573 Pg 1953

Mizner Court — condominium I Phase II

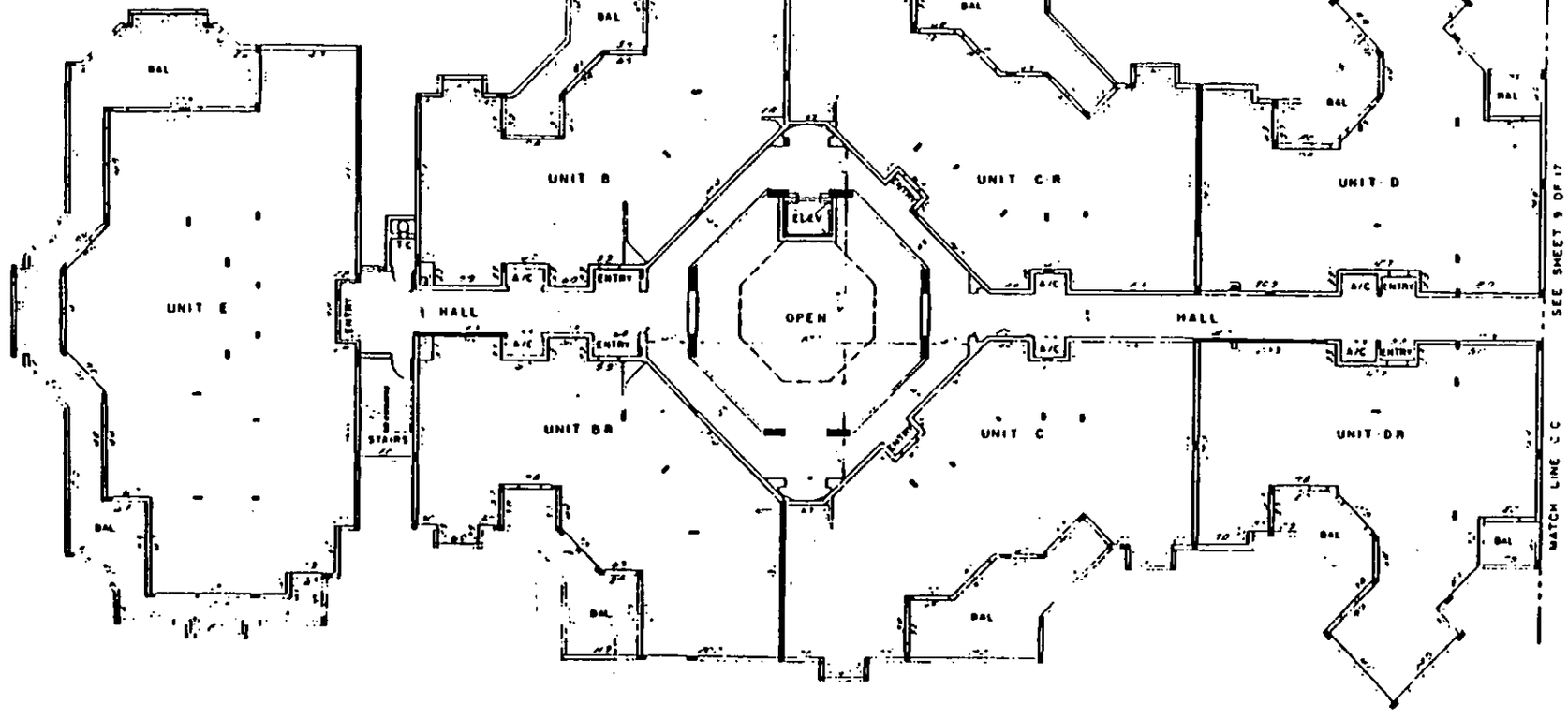
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. C.E.Z. INDICATES CHASES
3. [redacted] INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

PROPOSED FINISHED FLOOR ELEVATION 24.03
PROPOSED FINISHED CEILING ELEVATION 34.33

GRAPHIC SCALE



SHEET 10 OF 17

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

SOUTH TOWER - 3rd FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

ORB 5573 Pg 1954

Mizner Court — condominium I Phase II

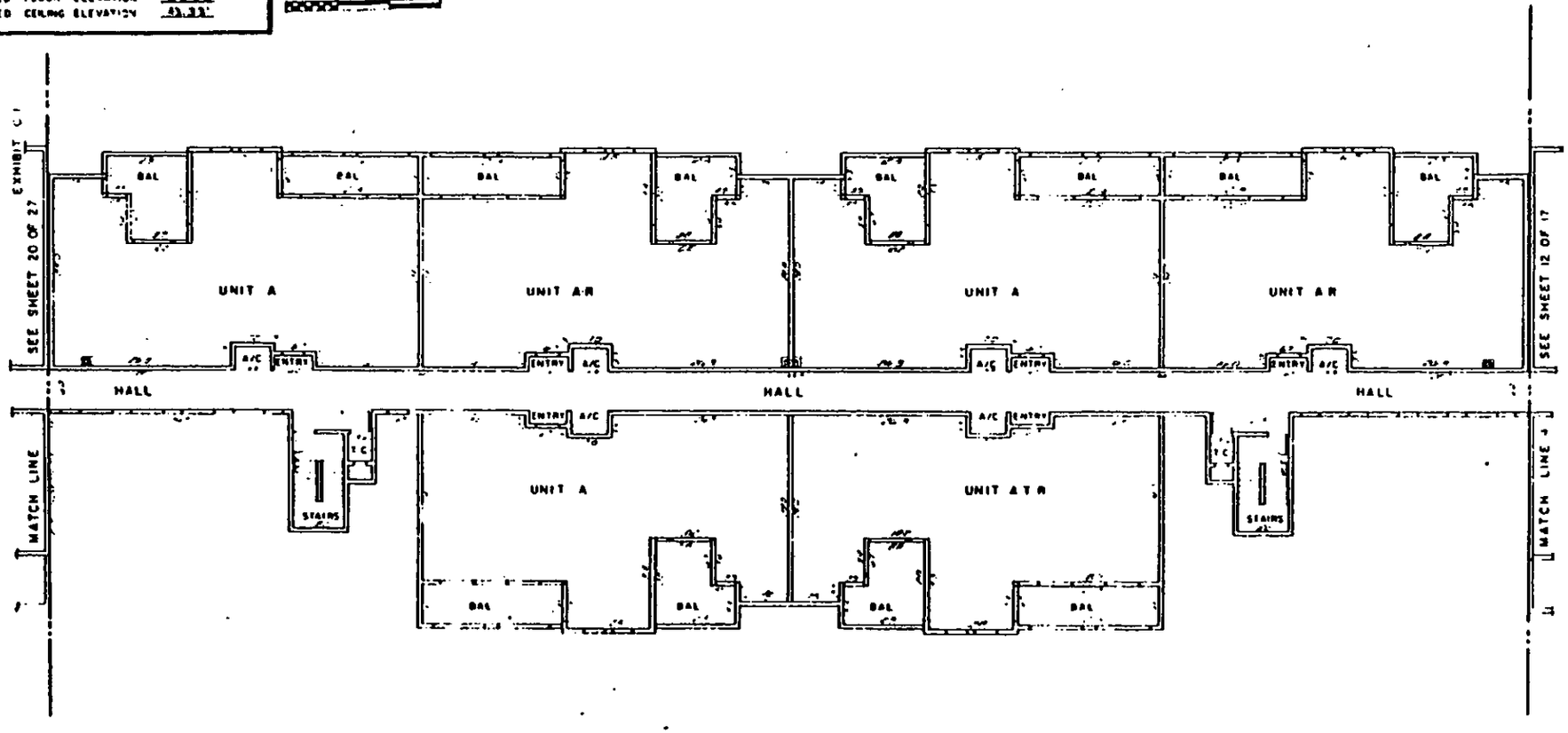
NOTES

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ■ INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM 2" AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

PROPOSED FINISHED FLOOR ELEVATION 55.00'
PROPOSED FINISHED CEILING ELEVATION 63.33'

GRAPHIC SCALE



SHEET 11 OF 17

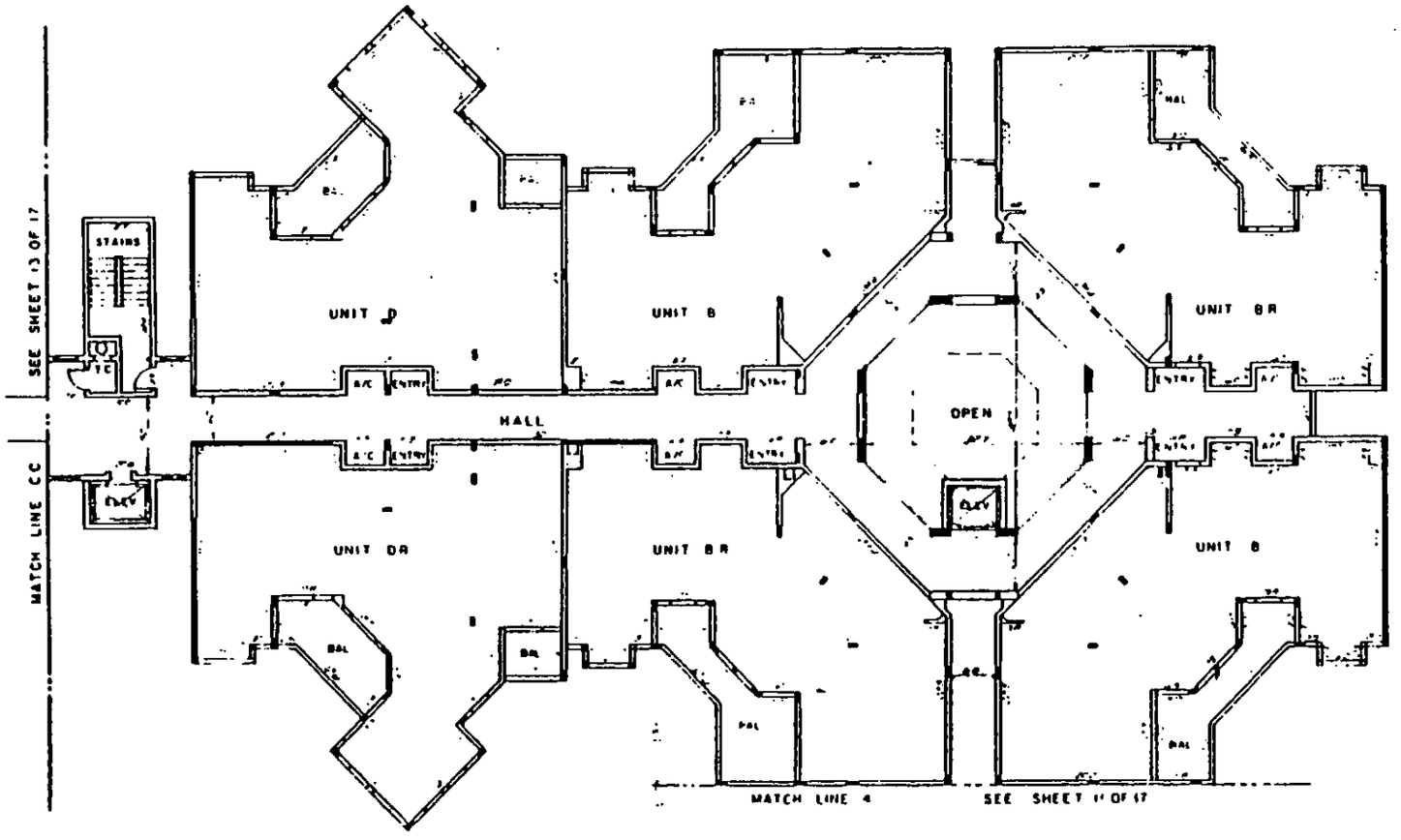
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS

SOUTH CENTER 4th FLOOR
EXHIBIT "C 2"
TO THE DECLARATION OF CONDOMINIUM

APRIL 1985

ORB 5373 Pg 1955

Mizner Court — condominium I Phase II



GRAPHIC SCALE

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ■ INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

PROPOSED FINISHED FLOOR ELEVATION 33.50
PROPOSED FINISHED CEILING ELEVATION 43.33

SHEET 12 OF 17

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

SOUTH TOWER 4th FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

DRN
CHK JCS
DATE APRIL 1985
J.O. MC
FB/PG 84-0180
FILE NO CD

ORB 5573 Pg 1956

Mizner Court — condominium I
Phase II

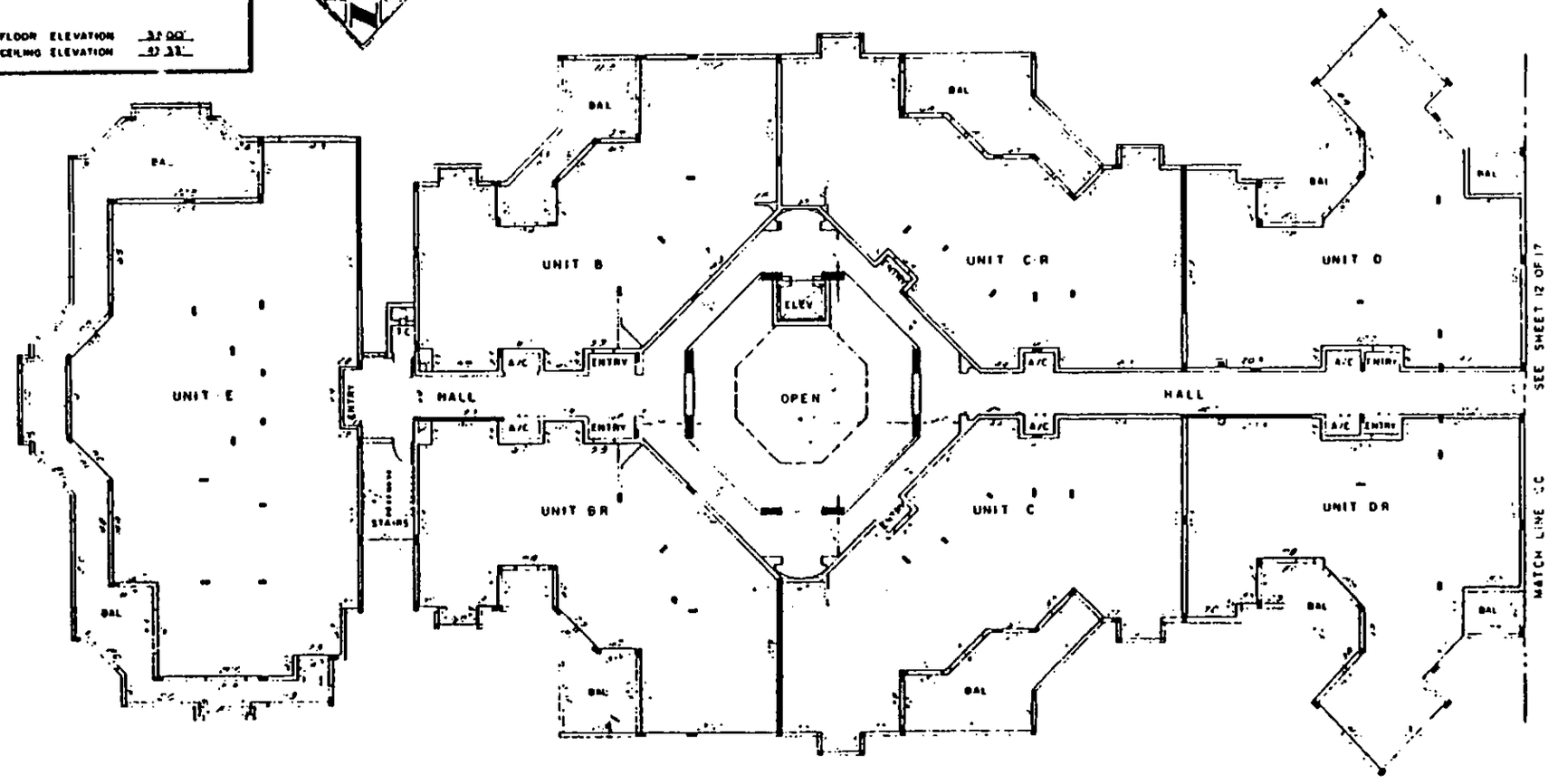
NOTES

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. [ ] INDICATES CHASES
3. [■] INDICATES CONCRETE COMMON ELEMENTS
4. ATTIC SPACES, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF 12" 8 INCH WALL
6. EXTERIOR WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

PROPOSED FINISHED FLOOR ELEVATION 37.00'
PROPOSED FINISHED CEILING ELEVATION 47.33'

GRAPHIC SCALE



SHEET 13 OF 17

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

SOUTH TOWER · 4th FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

APRIL 1981

ORB 5573 Pg 1957

Mizner Court — condominium I Phase II

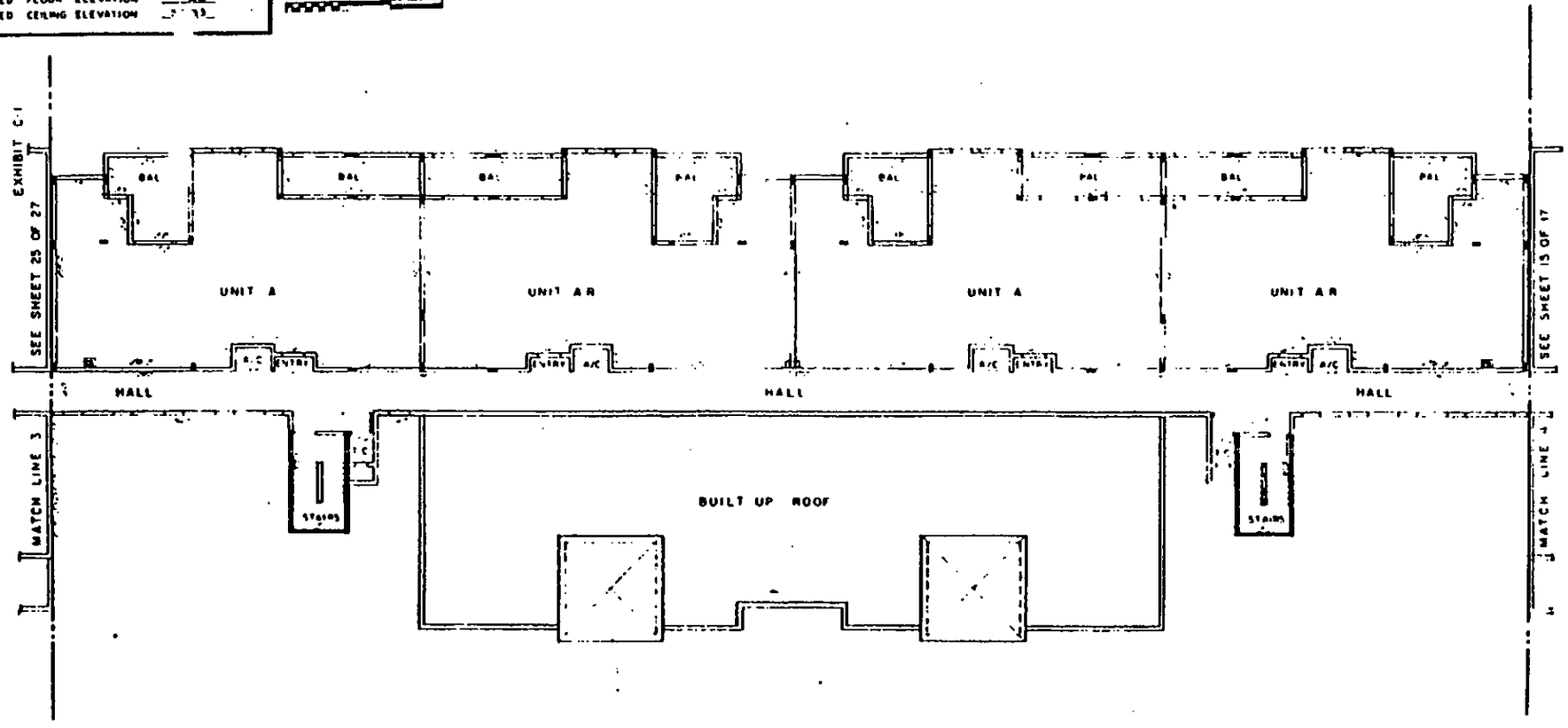
NOTES

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. INDICATES CHASES
3. INDICATES CONCRETE COMMON ELEMENTS
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

PROPOSED FINISHED FLOOR ELEVATION 44.30
PROPOSED FINISHED CEILING ELEVATION [illegible]

GRAPHIC SCALE



SHEET 14 OF 17

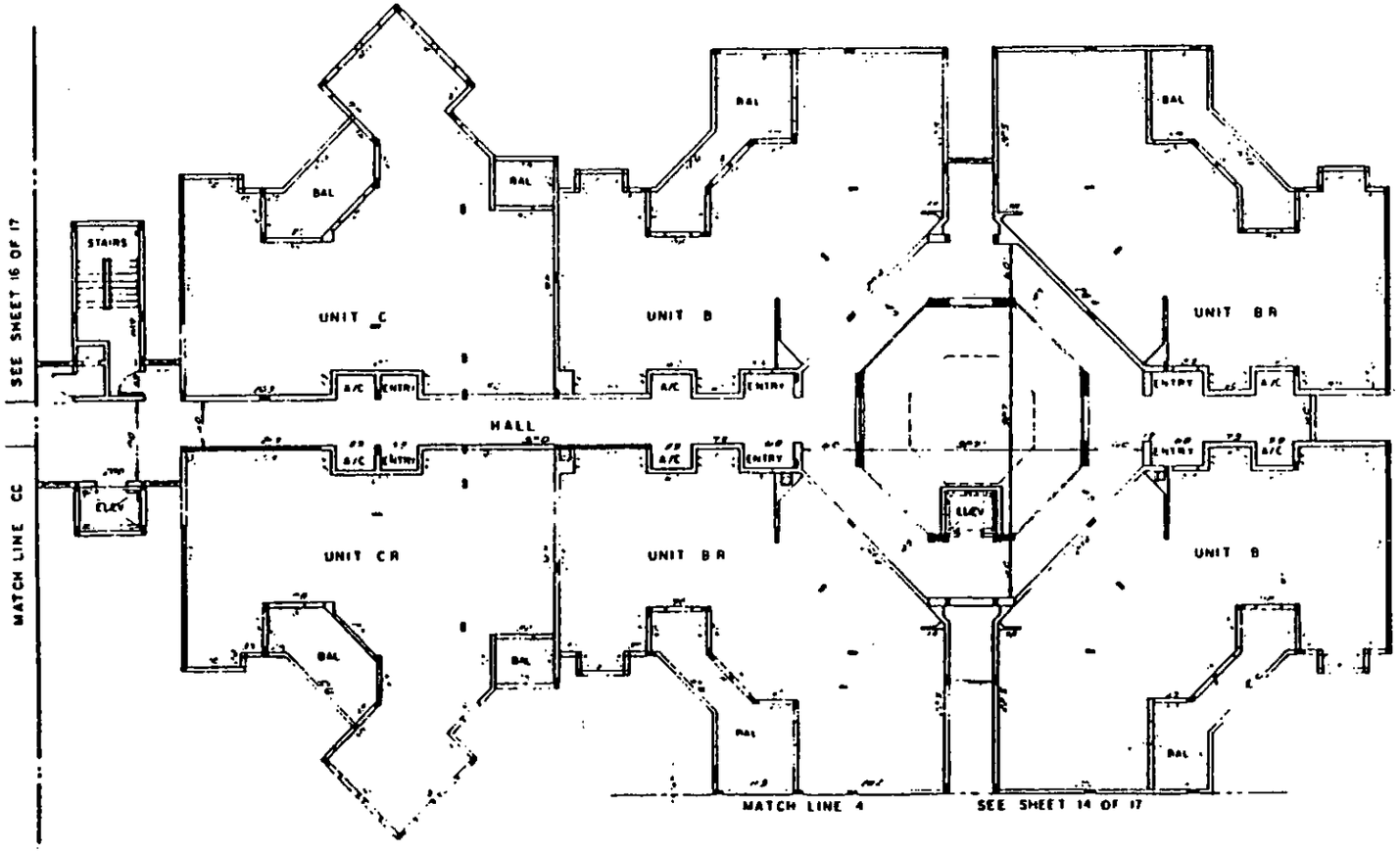
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

SOUTH CENTER 5th FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

APRIL 1985

ORB 1273 Pg 1958

Mizner Court — condominium I Phase II



GRAPHIC SCALE

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ■ INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

PROPOSED FINISHED FLOOR ELEVATION 44.00
PROPOSED FINISHED CEILING ELEVATION 52.75

SHEET 15 OF 17

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

SOUTH TOWER 5th FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

APRIL 1983

ORB 5573 Pg 1959

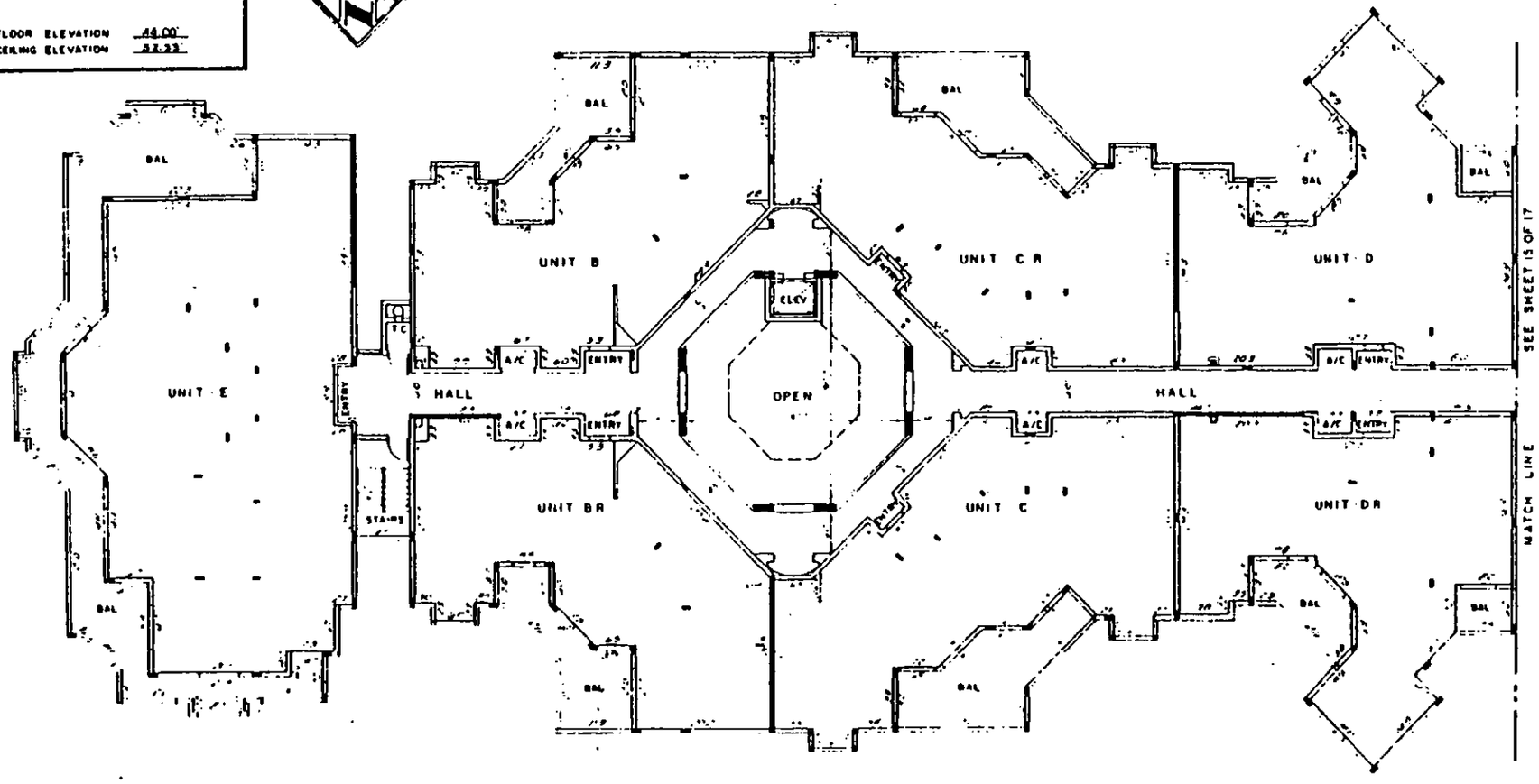
Mizner Court — condominium I Phase II

1 BALCONIES AND TERRACES ARE [illegible] COMMON ELEMENTS
2 ZZZ INDICATES CHASES
3 [redacted] INDICATES CONCRETE COMMON ELEMENT
4 CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5 APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6 OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

PROPOSED FINISHED FLOOR ELEVATION 44.00'
PROPOSED FINISHED CEILING ELEVATION 52.33

GRAPHIC SCALE



SHEET 16 OF 17

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
[illegible]

SOUTH TOWER 5th FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

ORB 5573 Pg 1960

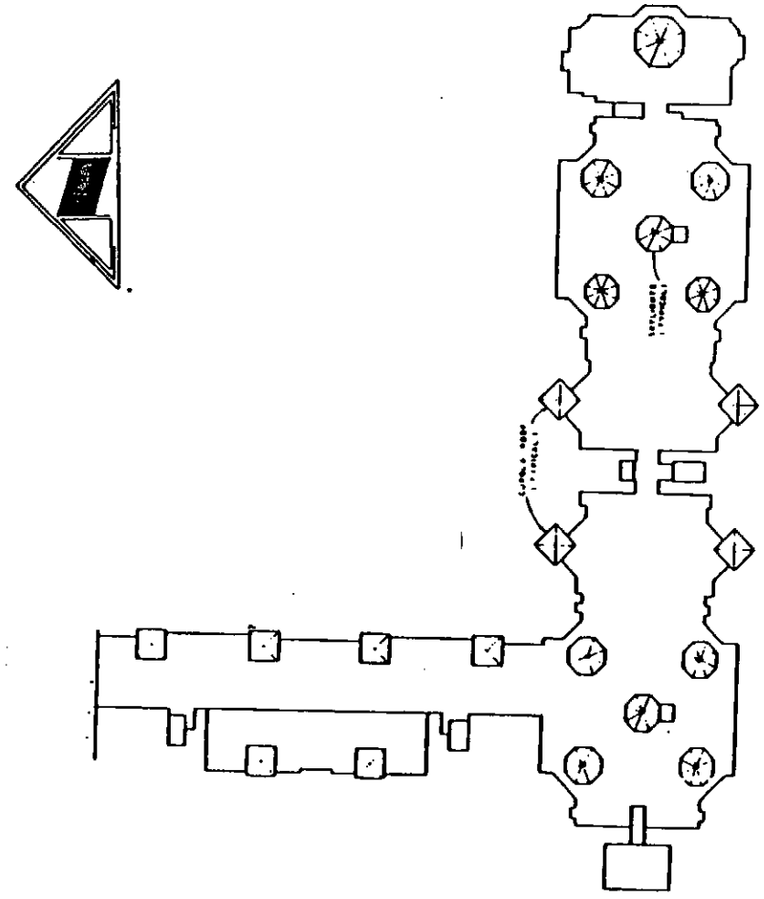
Mizner Court — condominium I Phase II

NOTES

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. INDICATES CHASES
3. INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

PROPOSED FINISHED ROOF ELEVATION 53.00'



SHEET 17 OF 17

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

ROOF PLAN
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

DATE APRIL 1985

ORB 5373 Pg 1961

EXHIBIT "D"

UNDIVIDED INTEREST IN THE

COMMON EXPENSES AND COMMON ELEMENTS OF

MIZNER COURT CONDOMINIUM I,

A CONDOMINIUM

Exhibit "D" consists of 3 pages

APPORTIONMENT OF COMMON ELEMENTS

PHASE I

UNITS A, B, C, D	% of COMMON INTEREST	MONTHLY	ANNUAL
102, 310, 424 103, 311, 425 106, 315, 426 107, 316, 427 108, 317, 428 110, 319, 429 127, 321, 430 128, 323, 431 131, 324, 432 132, 325, PH02 202, 326, PH03 203, 327, PH04 206, 328, PH05 207, 329, PH06 208, 330, PH07 T209, 331, PH08 210, 332, PH09 T211, 402, PH10 T215, 403, PH11 T217, 404, PH12 T219, 405, PH14 T221, 406, PH15 T223, 407, PH17 T224, 408, PH19 T225, 409, PH20 T226, 410, PH21 227, 411, PH22 228, 412, PH23 231, 414, PH24 232, 415, PH25 302, 416, PH26 303, 417, PH27 304, 418, PH28 305, 419, PH29 306, 420, PH30 307, 421, PH31 308, 422, PH32 309, 423,	.789	$ 441	$ 5,2[illegible]
UNIT E			
101, 301, PH01 133, 333, PH33 201, 401 233, 433	1.000	$ 559	$ 6,7[illegible]
TOWNHOUSE			
TH218	.843	$ 471	$ 5,651

Numbers rounded to next highest dollar

APPORTIONMENT OF COMMON ELEMENTS

PHASES I & II

UNITS A, B, C, D	% of COMMON INTEREST	MONTHLY	ANNUAL
102, 316, 437	.495	$ 367	$ 4,4[illegible]
103, 317, 438			
106, 319, 439,			
107, 321, 440			
108, 323, 441			
110, 324, 442			
127, 325, 443			
128, 326, 444			
131, 327, 445			
132, 328, 446			
142, 329, 447			
144, 330, 448			
146, 331, 449			
147, 332, 450			
148, 335, 451			
150, 337, PH02			
151, 339, PH03			
202, 341, PH04			
203, 342, PH05			
206, 343, PH06			
207, 344, PH07			
208, 345, PH08			
T209, 346, PH09			
210, 347, PH10			
T211, 348, PH11			
T215, 349, PH12			
T217, 350, PH14			
T219, 351, PH15			
T221, 402, PH17			
T223, 403, PH19			
T224, 404, PH20			
T225, 405, PH21			
T226, 406, PH22			
227, 407, PH23			
228, 408, PH24			
231, 409, PH25			
232, 410, PH26			
T235, 411, PH27			
T237, 412, PH28			
T239, 414, PH29			
T241, 415, PH30			
T242, 416, PH31			
T243, 417, PH32			
T244, 418, PH35			
T245, 419, PH37			
246, 420, PH38			
247, 421, PH39			
248, 422, PH40			
250, 423, PH41			
251, 424, PH42			
302, 425, PH43			
303, 426, PH44			
304, 427, PH45			
305, 428, PH46			
306, 429, PH47			
307, 430, PH48			
308, 431, PH49			
309, 432, PH50			
310, 434, PH51			
311, 435			
315, 436			

UNIT E	% of COMMON INTEREST	MONTHLY	ANNUAL
101, 253, 433 133, 301, 453 153, 333, PH01 201, 353, PH33 233, 401, PH53	.593	$ 440	$ 5,277
TOWNHOUSE			
TH218	.500	$ 371	$ 4,445
TH234 TH236	.505	$ 375	$ 4,490

Numbers rounded to next highest dollar

EXHIBIT "E"

ARTICLES OF INCORPORATION OF

MIZNER COURT CONDOMINIUM ASSOCIATION, INC.

Exhibit "E" Consists of 10 Pages

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of MIZNER COURT CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 12, 1988, as shown by the records of this office.

The document number of this corporation is N24308.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
12th day of January, 1988.

Jim Smith
Secretary of State

CR2E022 (8-87)

FILED
88 JAN 12 AM 11:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

MIZNER COURT CONDOMINIUM

ASSOCIATION, INC.
A Corporation Not For Profit

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the corporation shall be:

MIZNER COURT CONDOMINIUM ASSOCIATION, INC. (the "Association").

II.

The purposes and objects of the Association shall be to administer the operation and management of the Mizner Court Condominiums (the "Condominiums"), to be established as condominiums in accordance with the Florida Condominium Act (the "Act") upon land situated in Palm Beach County, Florida (the "Development Area"), described as:

See Exhibit A attached hereto and made a part hereof

and to perform the acts and duties incident to operation and management of the Condominiums in accordance with the provisions of these Articles of Incorporation, the By-Laws of the Association which will be adopted (the "By-Laws"), and the Declaration of Condominium of the Condominiums (the "Declarations"), which will be recorded in the Public Records of Palm Beach County, Florida, if, as and when the portions of the Development Area, and the improvements constructed thereon, are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the lands in the Condominiums, the improvements and such other property, real and/or personal, as may be or become part of the Condominiums (the "Condominium Properties") to the extent necessary or convenient in the administration of the Condominiums. The Association shall be conducted as a non-profit organization for the benefit of its members.

III.

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the laws pursuant to which this Corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Units, Common Elements, and Limited Common Elements in and of the Condominiums, as such terms are defined in the Declarations.

2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominiums, as provided in the Declarations and the By-Laws; including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Properties, including the Units, which may be necessary or convenient in the operation and management of the Condominiums and in accomplishing the purposes set forth in the Declarations.

3. Maintain, repair, replace, operate and manage the Condominium Properties, including the right to reconstruct improvements after casualty and further to improve and add to the Condominium Properties.

4. Contract for the management of the Condominiums and, in connection therewith, to delegate powers and duties of the Association to the extent and in the manner permitted by the Declarations, the By-Laws, and the Act.

5. Enforce the provisions of these Articles of Incorporation, the Declarations, the By-Laws, and all rules and regulations governing use of the Condominiums which may from time to time be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declarations and the Act.

IV.

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

A. The record Owners (as defined in the Declarations) of all Units in the Condominiums shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph F, Article IV, hereof.

B. Membership shall be established by the acquisition of fee title to a Unit in any of the Condominiums, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. Membership in the Association shall be divided into classes, the owners of Units in each Condominium in the Development Area constituting a separate class of membership which shall be identified by the name of such Condominium. The voting rights and limitations on each class of membership shall be as set forth in Paragraph E of this Article IV.

D. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declarations, and in the By-Laws.

E. On all matters on which the membership shall be entitled to vote, whether at large or by class, there shall be one, and only one, vote for each Unit in the Condominiums, which vote may be exercised or cast by the Owner(s) of each Unit as will be provided for in the By-Laws. Should any member own more than one Unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit owned, in the manner provided by the By-Laws. Matters requiring the vote of the membership shall be voted upon as follows:

1. Matters relating to an individual Condominium shall be voted upon by the membership class owning Units within that Condominium;

2. Matters relating to more than one individual Condominium, but less than all of the Condominiums, shall be voted upon by the membership classes owning Units in the Condominiums involved; and

3. Matters relating to the Association as a whole, or to all of the Condominiums, shall be voted upon by the membership of the Association at large.

On any questions regarding to which Condominium(s) a matter relates, and therefore which class(es) of membership shall be entitled to vote thereon, unless otherwise provided in the Declarations, the By-Laws or the Act, the decision of the Board of Directors shall be dispositive.

F. Until such time as the first parcel of real property within the Development Area, and the improvements now and/or to be constructed thereon, are submitted to the condominium form of ownership by recordation of a declaration of condominium therefor in the Public Records of Palm Beach County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

V.

The Association shall have perpetual existence.

VI.

The principal office of the Association shall be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

VII.

The affairs of the Association shall be managed by the President of the Association assisted by the Vice President(s), Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominiums and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

VIII.

The number of members on the first Board of Directors, who shall serve until the first annual meeting of the Association following the recordation of the first Declaration of Condominium in the Development Area, shall be three. The number of members of succeeding Boards of Directors shall be five, or as otherwise provided for from time to time by the By-Laws, and they shall be elected by the members of the Association at the annual meetings of the membership as provided by the By-Laws. At least a majority of the members of all Boards of Directors shall be members of the Association or shall be authorized representatives, officers or employees of a corporate member of the Association.

When (but not before) Unit Owners other than MIZNER COURT ASSOCIATES JOINT VENTURE (the "Developer"), a Florida general partnership, own at least fifteen percent (15%) but less than fifty percent (50%) of the Units that ultimately will be operated by the Association, the Unit Owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, a majority of the members of the Board of Directors upon the earlier to occur of the following:

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

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

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

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

whichever occurs first. The Developer shall have the right to elect all members of the Board of Directors of the Association which Unit Owners other than the Developer are not entitled to elect as long as the Developer holds for sale in the ordinary course of business any Unit(s) in the Condominiums; and the Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors of the Association in the same manner as any other Unit Owner of the Association. Not more than sixty (60) days after Unit Owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association, at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer.

Within sixty (60) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of a meeting at which such Directors are to be elected, which elections will otherwise be held in accordance with the provisions of the By-Laws.

IX.

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

X.

The names and addresses of the members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the By-Laws, shall hold office until the first annual meeting of the Association after recordation of the first Declaration of Condominium in the Development Area, and thereafter until their successors are selected and have qualified, are as follows:

Patrick E. Sessions
5550 Glades Road
P. O. Box 100
Boca Raton, Florida 33432

Kitt E.R. Steinberg
5550 Glades Road
P. O. Box 100
Boca Raton, Florida 3343

Guinn Dean
5550 Glades Road
P. O. Box 100
Boca Raton, Florida 33432

Anthony DiNardo
5550 Glades Road
P. O. Box 100
Boca Raton, Florida 33432

Clifton D. Pawley
5550 Glades Road
P. O. Box 100
Boca Raton, Florida 33432

XI.

The names and addresses of the subscribers to these Articles of Incorporation are: Patrick E. Sessions, 5550 Glades Road, P.O. Box 100, Boca Raton, Florida 33432, Clifton D. Pawley, 5550 Glades Road, P.O. Box 100, Boca Raton, Florida 33432, and Kitt E.R. Steinberg, 5550 Glades Road, P.O. Box 100, Boca Raton, Florida 33432.

XII.

The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the By-Laws, and have qualified, shall be the following:

President	Patrick E. Sessions
Vice President	Clifton D. Pawley
Vice President	Guinn Dean
Secretary	Kitt E.R. Steinberg
Treasurer	Anthony DiNardo

XIII.

The original By-Laws of the Association shall be adopted by the approval of a majority of the subscribers to these Articles of Incorporation at a meeting at which each of the subscribers are present, and, thereafter, the By-Laws may be amended, altered or rescinded only by affirmative vote of seventy-five percent (75%) of the votes entitled to be cast by members of the Association at a duly called and held meeting thereof.

XIV.

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

XV.

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominiums, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be given in the same manner as notice of the call of a special meeting of the members as the procedure for giving such notice is described in the By-Laws; provided, that proposed amendments to these Articles of Incorporation may be considered and voted upon at annual meetings of the members. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail,

addressed to the member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of not less than the owners of seventy-five percent (75%) of those Units in the Condominiums which are represented in person or by proxy at any meeting at which a quorum is present in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of Palm Beach County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

XVI.

Jeri A. Poller, is hereby designated as the registered agent of the Association, and 5550 Glades Road, P.O. Box 100, Boca Raton, Florida 33432 is hereby designated as the registered office of the Association.

IN WITNESS WHEREOF, the subscribers hereto have hereunto set their hands and seals this 5th day of January, 1988.

Patrick E. Sessions

Clifton D. Pawley

Kitt E.R. Steinberg

STATE OF Florida)
SS.
COUNTY OF Palm Beach)

BEFORE ME, the undersigned authority, personally appeared Patrick E. Sessions, Clifton D. Pawley and Kitt E.R. Steinberg who, being by me first duly sworn on oath, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this 5th day of January, 1988.

(Notarial Seal)

Notary Public,
State of Florida at Large
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 21,1990
BONDED THRU GENERAL INS. UND.

Michael G. Purmort & Associates, Inc.
Suite 202, Executive Plaza
1300 E. Hillsboro Blvd.
Deerfield Beach, Florida 33441

Office: (305) 421-9101

EXHIBIT "A"

DESCRIPTION: MIZNER COURT CONDOMINIUM I (OVERALL)

A portion of Section 29, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 29; thence South 00°01'02" West, along the common line between the Northeast one-quarter and the Northwest one-quarter of said Section 29, a distance of 495.44 feet; thence South 89°42'48" East, along the centerline and Westerly projection thereof, Block 16, Map of Bocaratone, as recorded in Plat Book 6, Page 7 of the Public Records of Palm Beach County, Florida, a distance of 630.32 feet to a point on the Eastern line of said Block 16 and the Point of Beginning of this description; thence continuing South 89°42'48" East, a distance of 80.00 feet; thence North 00°00'46" East, a distance of 91.29 feet; thence North 89°44'36" East, a distance of 553.24 feet to a point on the water's face of the existing bulkhead line on the Westerly side of Lake Boca Raton; thence South 04°06'34" East, a distance of 762.12 feet; thence South 16°11'50" West, a distance of 36.11 feet, the last two courses described being coincident with said bulkhead line; thence South 85°53'26" West, a distance of 272.16 feet; thence South 04°06'34" East, a distance of 87.62 feet; thence South 85°53'26" West, a distance of 31.25 feet; thence South 04°06'34" East, a distance of 80.00 feet; thence South 85°53'26" West, a distance of 282.39 feet ; thence North 05°47'08" East, a distance of 191.10 feet to the Point of Curvature of a circular curve to the left; thence Northerly, along the arc of said curve, having a radius of 172.14 feet, an arc distance of 71.01 feet to the Point of Tangency; thence North 17°51'01" West, a distance of 362.71 feet to the Point of Curvature of a circular curve to the right; thence Northerly, along the arc of said curve, having a radius of 201.53 feet, an arc distance of 69.97 feet to the Point of Tangency; thence North 02°02'39" East, a distance of 93.74 feet; thence North 00°00'46" East, a distance of 142.52 feet to the a point on said centerline and Westerly projection of Block 16 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 12.600 acres, more or less.

FILED
1989 JAN 12 AM 11:2
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE DESIGNATING REGISTERED AGENT

AND REGISTERED OFFICE

In compliance with Florida Statutes Sections 48.091 and 607.034, the following is submitted:

Mizner Court Condominium Association, Inc., desiring to organize as a corporation under the laws of the State of Florida, has designated 5550 Glades Road, Boca Raton, Florida 33432, as its initial Registered Office and has named Jeri A. Poller, located at said address, as its initial Registered Agent.

By: _____
Patrick E. Sessions

_____
Clifton D. Pawley

_____
Kitt E.R. Steinberg

Incorporators

Having been named Registered Agent for the above-stated corporation, at the designated Registered Office, the undersigned hereby accepts said appointment and agrees to comply with the provisions of Florida Statutes Section 48.091 relative to keeping open said office.

_____
Jeri A. Poller
Registered Agent

EXHIBIT "F"

BY-LAWS OF

MIZNER COURT CONDOMINIUM ASSOCIATION, INC.

Exhibit "F" Consists of 13 Pages

BY-LAWS

OF

MIZNER COURT
CONDOMINIUM ASSOCIATION, INC.

A Corporation Not For Profit

I. IDENTITY

A. These are the By-Laws of MIZNER COURT CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida corporation not for profit, the Articles of Incorporation (the "Articles") of which were filed in the office of the Secretary of State of Florida on January 12, 1988. The Association has been organized for the purpose of administering the operation and management of Condominiums (the "Condominiums"), established or to be established in accordance with the Florida Condominium Act (the "Act"), upon land situated in Palm Beach County, Florida (the "Development Area"), described in Article II of the Articles.

B. The provisions of these By-Laws are applicable to the Condominiums and are subject to the provisions of the Articles. A copy of the Articles and a copy of these By-Laws will be annexed, as Exhibits, to each Declaration of Condominium of the Condominiums (the "Declarations") which will be recorded in the Public Records of Palm Beach County, Florida. The terms and provisions of the Articles and Declarations shall control wherever the same may conflict herewith.

C. All members of the Association and their invitees, including, without limitation, all present or future Owners (as defined in the Declarations) and tenants of dwelling units in the Condominium ("Units") and other persons using the Condominiums or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declarations.

D. The office of the Association shall be at 5550 Glades Road, Post Office Box 100, Boca Raton, Florida 33432 or at such other place as may be established by resolution of the Board of Directors.

E. The fiscal year of the Association shall be the calendar year.

F. The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation. An impression of the seal is as follows:

II. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the votes of that class, or those classes, of memberships entitled to vote upon any matter arising at said meeting. The action of any quorum(s) and

class(es) of memberships on any matter affecting only said class(es) shall be valid notwithstanding the absence of a quorum of the entire membership of the Association. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. The vote of the Owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity, shall be cast or otherwise exercised, at all meetings at which Members of the Association are entitled to vote or otherwise act, by one natural person designated by the Owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association, designate one natural person as the Primary Occupant. The instrument designating the Primary Occupant shall be filed with the Association, and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by the Owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the Owner(s) of such Unit at any meeting of Members or in connection with any action concerning which Members of the Association shall be required or allowed to vote or otherwise act.

D. Evidence of the approval or disapproval of the Owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such Owner if in an Association meeting.

E. Except where otherwise required under the provisions of the Articles, these By-Laws or the Declarations, or where the same may otherwise be required by law, the affirmative vote of the Owners of a majority of the Units represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. The annual meeting of Members shall be held, at the office of the Association or such other place in Boca Raton, Florida as may be specified in the notice of the meeting, at 7:00 P.M. on the first Monday of February of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding regular business day.

B. Special meetings of the entire membership of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members of the Association owning a majority of the Units in the Condominium. Special meetings of any class or classes of membership shall be held whenever called by the President or Vice-President or by any Member of the Board of Directors elected by that class, or those classes, and must be called by such officers upon receipt of a written request from a

majority of the Members of that class, or those classes. Special meetings of the entire membership of any class or classes of membership also must be called upon receipt of a written request from ten percent (10%) of the Unit Owners as provided in Article IV K. and in Article VII C. of these By-Laws.

C. Notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. Each notice of a regular, or the annual meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his post office address as it appears on the records of the Association, with postage thereon prepaid. An officer of the Association shall provide an Affidavit to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with the provisions of this paragraph C. to each Unit Owner at the address last furnished to the Association. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Each notice shall in addition be posted in a conspicuous place in each building of the Condominiums at least fourteen (14) days prior to said meeting. Each notice of any meeting in which 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. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declarations, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting.

E. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

(1) Calling of the roll and certifying of proxies;

(2) Proof of notice of meeting or waiver of notice;

(3) Reading or waiver of reading of minutes of previous meeting of Members;

(4) Reports of officers;

(5) Reports of committees;

(6) Appointment by Chairman of inspectors of election;

(7) Election of Directors;

(8) Unfinished business;

(9) New business;

(10) Adjournment.

IV. BOARD OF DIRECTORS.

A. The first Board of Directors shall consist of three (3) persons who shall be the subscribers to the Articles; succeeding Boards of Directors shall consist of five (5) persons. At least the majority of each succeeding Board of Directors shall be Members of the Association, or shall be authorized representatives, officers or employees of a corporate Member of the Association. When (but not before) Unit Owners other than MIZNER COURT ASSOCIATES JOINT VENTURE (the "Developer"), a Florida general partnership, own at least fifteen percent (15%) but less than fifty percent (50%) of the Units that ultimately will be operated by the Association, the Unit Owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of these By-Laws, not less than nor more than one-third (1/3) of the members of the Board of Directors. The Unit Owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of these By-Laws, not less than nor more than a majority of the members of the Board of Directors, upon the earlier to occur of the following:

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

(2) Three months after 90 percent 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. The Developer shall have the right to elect all members of the Board of Directors of the Association which Unit Owners other than the Developer are not entitled to elect as long as the Developer holds for sale in the ordinary course of business any Unit(s) in the Condominiums; and the Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units of the Condominiums. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors of the Association in the same manner as any other Unit Owner of the Association.

B. Directors shall be elected in the following manner:

(1) Commencing with the election of the first Board to succeed the Board comprised of the subscribers of

the Articles, Developer shall designate that number, and the identity, of the members of the Board which it shall be entitled to designate in accordance with the Articles and these By-Laws, and upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these By-Laws.

(2) All members of the Board whom Developer shall not be entitled to designate under these By-Laws shall be elected, by a plurality of the votes cast at the annual meeting of the Members, immediately following the designation of the members of the Board whom Developer shall be entitled to designate.

(3) Vacancies on the Board may be filled, to expire on the date of the next annual meeting, by the remaining Directors; except that, should any vacancy in the Board be created in any directorship previously filled by any person designated by Developer, such vacancy shall be filled by Developer designating, by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.

(4) If, at the time of the first annual meeting of Members, Unit Owners other than the Developer are entitled to elect some or all of the Directors, the terms of office of not more than three such Directors receiving the highest plurality of votes shall be two years, and the terms of office of the remaining Director or Directors elected by the next highest plurality of votes shall be one year. If, at the time of the first annual meeting of Members, Developer is entitled to designate some or all Directors, Developer shall have the right to designate for two year terms that number of Directors which, together with the Directors elected by other Unit Owners, if any, total three Directors. The remaining Director or Directors designated by the Developer shall have terms of office of one (1) year; the intention being that terms of office of Directors be staggered after the first annual meeting, with up to three Directors elected by Unit Owners other than the Developer to serve the initial two year terms. Thereafter, as many Directors shall be elected, or designated by the Developer as the case may be, for two year terms, as there are regular terms of office of Directors expiring at such times. Directors shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by Developer, and qualified, or until removed in the manner elsewhere herein provided or as provided by law.

(5) In the election of Directors, there shall be appurtenant to each Unit as many votes for

Directors as there are Directors to be elected; provided, however, that no Member or Owner of any Unit may cast more than one vote for any person nominated as a Director; it being the intent hereof that voting for Directors shall be non-cumulative.

(6) In the event that Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

D. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, and shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived; notice shall also be posted in a conspicuous place in each building of the Condominium at least forty-eight (48) hours prior to said meeting, unless an emergency exists which prevents the giving of such notice.

E. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Such notice shall also be posted in a conspicuous place in the Condominium at least forty-eight (48) hours prior to said meeting unless an emergency exists which prevents the giving of such notice.

F. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

G. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws or the Declarations. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declarations, the Directors who

are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

H. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

I. All of the powers and duties of the Association shall be exercised by the Board, including those powers and duties existing under the laws of Florida, the Articles, these By-Laws and the Declarations. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declarations, and shall include, without limitation, the right, power and authority to:

(1) Make, levy and collect assessments against Members and Members' Units to defray the costs of operating the Condominiums and payment of Common Expenses (as defined in the Declarations), and to use the proceeds of assessments in the exercise of the powers and duties of the Association;

(2) Maintain, repair, replace, operate and manage the Condominiums whenever the same is required to be done and accomplished by the Association for the benefit of Members;

(3) Repair and reconstruct improvements after casualty;

(4) Make and amend regulations governing the use of the property, real and personal, in the Condominiums; provided, that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declarations;

(5) Approve or disapprove proposed purchasers and lessees of Units and to exercise or waive the Association's right of first refusal of each proposed sale or lease of a Unit, in the manner specified in the Declarations. The President or the Vice President of the Association are and shall be authorized on behalf of the Board to approve (but not disapprove) any proposed purchaser or lessee, or to waive (but not to exercise) the Association's right of refusal, and to execute, on behalf of the Association, appropriate documents to evidence same;

(6) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominiums, as may be necessary or convenient in the operation and management of the Condominiums, and in accomplishing the purposes set forth in the Declarations;

(7) Enter into contract(s) with any person, firm or entity for the operation, maintenance or repair of the Condominiums; provided that, any such contract shall not be in conflict with the powers and

duties of the Association or the rights of Unit Owners as provided in the Condominium Act, and the Articles or Bylaws of the Association;

(8) Enforce by legal means the provisions of the Articles, these By-Laws, the Declarations and all regulations governing use of property of and in the Condominiums hereafter adopted;

(9) Pay all taxes and assessments which are liens against any part of the Condominiums other than Units and the appurtenances thereto, and to assess the same against the Members and their respective Units subject to such liens;

(10) Carry insurance for the protection of the Members and the Association against casualty and liability;

(11) Pay all costs of power, water, sewer and other utility services rendered to the Condominiums and not billed to the Owners of the separate Units;

(12) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association; and

(13) Grant permits, licenses and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominiums.

J. The first Board of Directors of the Association shall be comprised of the three (3) subscribers to the Articles, who shall serve until their successors are designated by Developer or elected at the first annual meeting of the Members following recordation of the first Declaration creating one of the Condominiums. Should any member of the first Board be unable to serve for any reason, Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

K. Directors may be removed from office in the manner provided for the removal of directors in Chapter 718 of the Florida Statutes. As stated in Section 718.112(2)(k) of the Florida Statutes, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all Unit Owners. A special meeting of all Unit Owners to recall one or more members of the Board of Directors may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required herein for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

(1) If the recall is approved by a majority of all Unit Owners by a vote at such a special meeting, the recall shall be effective immediately, and the recalled member or members of the Board shall turn over to the Board of Directors any and all records of the Association in their possession within 72 hours after the meeting.

(2) If the proposed recall is by an agreement in writing by a majority of all Unit Owners, the agreement in writing shall be served on the Association by certified mail. The Board shall call a meeting of the Board of Directors within 72

hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board of Directors within 72 hours, any and all records of the Association in their possession, or proceed as described in the following paragraph (3).

(3) If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at the meeting is disputed, the Board shall, within 72 hours, file with the Division of Florida Land Sales and Condominiums of the Department of Business Regulation (the "Division") a petition for binding arbitration pursuant to the procedures of Section 718.1255 of the Florida Statutes. For the purposes of this paragraph (3), the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbiter certifies the recall as to any member or members of the Board, the recall shall be effective upon service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501 of the Florida Statutes. Any member or members so recalled shall deliver to the Board of Directors any and all records of the Association in their possession within 72 hours of the effective date of the recall.

V. ADDITIONAL PROVISIONS-MEETINGS OF MEMBERS AND DIRECTORS.

A. Notwithstanding anything contained in these By-Laws to the contrary, any meeting of Members or the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

B. Any meeting of the Board of Directors of the Association shall be open to all Unit Owners.

VI. OFFICERS.

A. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary properly to manage the affairs of the Association. Officers may be removed from office by the Board.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

C. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and the Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominiums.

VII. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declarations and Articles shall be supplemented by the following provisions:

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the Owner(s) and mortgagee(s) of each Unit, the amount of each assessment against the Owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

B. The Board shall adopt, for, and in advance of, each calendar year, a budget for each of the Condominiums showing the estimated costs of performing all of the functions of the Association as to each Condominium for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements (as such terms are defined in the Declarations), taxes on Association property, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the Owner(s) of each Unit and the due date(s) and amounts of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before January 1 of the year

for which the budget is made. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon an additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. A copy of the proposed annual budgets of the Association shall be mailed to the Unit Owners not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of that meeting. Such meeting of the Board shall be open to all Unit Owners. If a budget is adopted by the Board which requires assessment of a class of the Unit Owners in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Unit Owners of the affected class(es), a special meeting of the Unit Owners in such class(es) shall be held upon not less than ten (10) days written notice to each Unit Owner in such affected class(es), but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting Unit Owners in such affected class(es) may consider only and enact only a revision of the budget. Any such revision of the budget shall require a vote of not less than two-thirds (2/3) of the whole number of votes of all Unit Owners of the affected class(es). The Board may in any event first propose a budget to the Unit Owners at any such meeting of Members or by writing, and if such budget or proposed budget is approved by a majority of the whole number of votes of all Unit Owners of the affected class(es), either at such meeting or by writing, such budget shall not thereafter be reexamined by the Unit Owners in the manner hereinabove set forth. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled.

D. In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded in the computation, reasonable reserves made by the Board in respect of repair and replacement of each Condominium or the Association property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments for betterments to each Condominium property. Provided, however, that as long as Developer is in control of the Board of Directors the Board shall not impose an assessment for a budget year greater than 115% of the prior budget year's assessment without approval of a majority of the whole number of votes of all Unit Owners in the affected class(es).

E. Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to each Unit Owner. Assessments shall be made against Unit Owners pursuant to procedures established by the Board, and in accordance with the terms of the Declarations and the Articles. Unit Owners shall be liable to pay assessments against Units not less often than quarterly in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.

F. All sums collected by the Association from all assessments against all Units in the Condominiums may be commingled in a single fund, or divided into more than one fund, as determined from time to time by the Board of Directors.

G. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by checks signed by such persons as are designated by the Board.

H. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each Member not later than April 1 of the year following the year for which the report is made. The report shall contain a complete financial report of actual receipts and expenditures of the Association for the previous 12 months. The receipts and expenditures will be itemized or classified as required by Section 718.111 of the Florida Statutes.

I. Fidelity bonds may be required by the Board from all officers, employees and/or agents of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against Members for common expenses. The premiums on such bonds shall be paid by the Association.

The Association will require the fidelity bonding of all officers or directors of the Association who control or disburse funds of the Association in the principal sum of not less than $10,000 for each such officer or director. The Association shall bear the cost of bonding.

J. The Association shall make available for inspection, upon request and during normal business hours, to Unit Owners and to all holders, insurers or guarantors of any first mortgage on one or more Units, current copies of the Declarations of Condominium, these By-Laws, and all other rules and regulations concerning the Condominiums, and all books, records and financial statements maintained by the Association. In addition, any holder of a first mortgage encumbering a Unit shall be entitled, upon written request, to receive from the Association a copy of its financial statement for the immediately preceding fiscal year.

VIII. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles, these By-Laws or the laws of Florida.

IX. AMENDMENTS TO BY-LAWS.

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board, acting upon the vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominiums, whether meeting as Members or by instrument in writing agreed to by them.

B. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the

Members for a d e not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth; provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the Members.

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of the Owners of seventy-five percent (75%) of those Units in the Condominiums then existing which are represented in person or by proxy at any meeting at which a quorum is present and a copy of such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof with identification on the first page thereof of the book and page of the public records where the Declarations of each of the Condominiums operated by the Association are recorded, shall be recorded in the Public Records of Palm Beach County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

D. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

E. Notwithstanding the foregoing provisions of this Article IX, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate members of each Board of Directors of the Association, as provided in Article IV hereof, may be adopted or become effective without the prior written consent of Developer.

X. VOLUNTARY ARBITRATION.

If all of the parties involved so desire, internal disputes arising from the operation of the Condominiums among Unit Owners, the Association, and their respective agents and assigns may be settled by voluntary binding arbitration as set forth in Florida Statutes Section 718.112(4).

The foregoing were adopted as the By-Laws of MIZNER COURT 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 the 13th day of January, 1988.

Dated: January 13, 1988

Kitt E.R. Steinberg, Secretary

APPROVED:

Patrick E. Sessions, President

MW0008

041087

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

#19

JUN-16-1988 02:04pm 88-161575

ORB 5705 Pg 1486

AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR MIZNER COURT CONDOMINIUM I, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 5573, PAGE 1852 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

This Amendment to Declaration of Condominium (the "Declaration") for Mizner Court Condominium I, A Condominium (the "Condominium"), is made by Mizner Court Associates Joint Venture, a Florida general partnership.

W I T N E S S E T H:

WHEREAS, the Declaration authorizes the Developer to amend (prior to February 12, 1995) the Declaration to submit the "Phase II" Property, as described in Article III of the Declaration, to the condominium form of ownership and to expand the Condominium to include the Phase II Property in addition to the Phase I Property originally submitted to the condominium form of ownership in and by the Declaration; and

WHEREAS, the construction of the Phase II Property has been completed and the completed improvements have been surveyed by a Registered Florida Land Surveyor.

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

1. Attached hereto and made a part hereof is a supplementary Exhibit B to the Declaration (consisting of sheets 1, 2, 2A, 2B, 3, 4 and 5, and including Exhibits B-1 and B-2) and a revised Exhibit C-2 (consisting of sheets 1 through 18), containing the Certificate of Michael G. Purmort & Associates, Inc., a Registered Florida Land Surveyor, dated June 6, 1988 certifying that the construction of the improvements is substantially complete so that such certificate, together with the wording of the Declaration and the Exhibits annexed to the Declaration as a part thereof, are an accurate representation of the location and dimensions of the improvements described, and that the identification, location and dimensions of the Common Elements and of each Unit can be determined therefrom. In addition, the attached Exhibit B contains a revised sheet 2A of 5, which is substituted for the original Exhibit B, sheet 2A of 5, for the purpose of correcting certain boat slip dimensions; a revised sheet 3 of 5, which is substituted for the original Exhibit B, sheet 3 of 5, for the purpose of renumbering certain parking spaces; and a revised sheet 5 of

THIS INSTRUMENT WAS PREPARED BY:

H. William Walker, Jr.
White & Case
200 South Biscayne Boulevard
47th Floor
Miami, Florida 33131

5, which is substituted for the original Exhibit B, sheet 5 of 5, for the purpose of renumbering certain parking spaces.

2. This Amendment constitutes an Amendment authorized and required by Article III of the Declaration and evidences and reflects that the Phase II Property has been submitted to the condominium form of ownership and the Condominium has been expanded to include the Phase II Property. Developer hereby ratifies, approves and confirms the Declaration as originally made and recorded in the Public Records of Palm Beach County, Florida, and declares that the same remain in full force and effect according to its terms except as amended hereby.

3. Each Unit hereby and hereafter will own the undivided share in the Common Elements, as an appurtenance to such Unit, and will bear the portion of the Common Expenses and own the portion of the Common Surplus, in the percentage set forth in Exhibit "D" to the Declaration, "Apportionment of Common Elements, Phases I & II."

4. Exhibit C-I, sheet 5 of 27, of the Declaration is hereby deleted in its entirety, and the sheet attached hereto as Exhibit C-1, sheet 5 of 27, is substituted in its place and stead for the purpose of renumbering certain parking spaces.

5. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration and the Certificate and Exhibits attached hereto shall be incorporated by reference and made part of, as fully as if set forth therein ab initio, the Declaration.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to Declaration of Condominium for Mizner Court Condominium I, A Condominium to be executed, and its corporate seal to be hereunto affixed, by its undersigned duly authorized officer, the 15th day of June, 1988.

Mizner Court Associates Joint Venture, a Florida General Partnership

By: Arvida/JMB Partners L.P., a Delaware limited partnership, as a General Partner

By: Arvida/JMB Managers, Inc., an Illinois corporation

By: _____
Vice President

_____
Witness

_____
Witness

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

BEFORE ME, the undersigned authority personally appeared PATRICK E. SESSIONS, to me known to be the Vice President of ARVIDA/JMB MANAGERS, INC., an Illinois

corporation as the general partner of ARVIDA/JMB PARTNERS L.P., a Delaware Limited Partnership, as general partner of MIZNER COURT ASSOCIATES JOINT VENTURE, a Florida general partnership, who acknowledged before me that he did, as such officer, execute the foregoing instrument for the purposes therein expressed, on behalf of said corporation and the partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 15 day of June, 1988.

Notary Public
State of Florida at Large

My commission expires:

(Seal)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV 21,1990
BONDED THRU GENERAL INS. UND.

Mizner Court — condominium I

PREPARED BY

MICHAEL G. PURMORT & ASSOCIATES, INC.

SKETCH OF SURVEY AND SITE PLAN

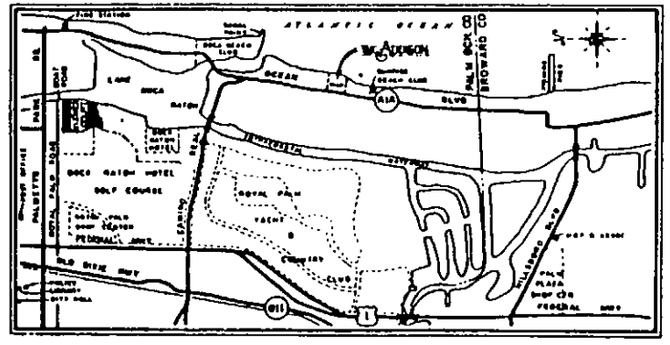
EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM

ORB 705 Pg 1489

Mizner Court — condominium I

GRAPHIC SCALE



DESCRIPTION: MIZNER COURT CONDOMINIUM I, PHASE I

A portion of Section 29, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 29; thence South 88°01'07" West, along the common line between the Northeast one-quarter and the Northwest one-quarter of said Section 29, a distance of 995.04 feet; thence South 00°58'56" East, along the centerline and Westerly projection thereof, Block 16, Map of Boca Raton, as recorded in Plat Book 8, Page 7 of the Public Records of Palm Beach County, Florida, a distance of 636.37 feet to a point on the Eastern line of said Block 16 and the Point of Beginning of this description; thence South 00°58'56" East, a distance of 91.20 feet; thence South 89°01'04" West, a distance of 133.34 feet to a point on the centerline and Northerly projection of Block 15 of said Map of Boca Raton; thence South 00°58'56" East, along said Northerly projection and the centerline of said Block 15, a distance of 440.19 feet; thence South 89°57'28" West, a distance of 10.00 feet; thence South 00°58'56" East, a distance of 91.20 feet; thence South 89°57'28" West, a distance of 54.00 feet; thence South 00°58'56" East, a distance of 37.27 feet; thence South 89°57'28" West, a distance of 79.34 feet; thence North 00°58'56" West, a distance of 37.27 feet; thence South 89°57'28" West, a distance of 54.00 feet; thence North 00°58'56" West, a distance of 91.20 feet; thence South 89°57'28" West, a distance of 10.00 feet; thence North 00°58'56" West, a distance of 440.19 feet; thence South 89°57'28" West, a distance of 133.34 feet to a point on the centerline and Northerly projection of Block 16 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 0.970 acres, more or less.

DESCRIPTION: MIZNER COURT CONDOMINIUM I (OVERALL)

A portion of Section 29, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 29; thence South 88°01'07" West, along the common line between the Northeast one-quarter and the Northwest one-quarter of said Section 29, a distance of 995.04 feet; thence South 00°58'56" East, along the centerline and Westerly projection thereof, Block 16, Map of Boca Raton, as recorded in Plat Book 8, Page 7 of the Public Records of Palm Beach County, Florida, a distance of 636.37 feet to a point on the Eastern line of said Block 16 and the Point of Beginning of this description; thence South 89°01'04" East, a distance of 133.34 feet to a point on the centerline and Northerly projection of Block 15 of said Map of Boca Raton; thence South 00°58'56" East, along said Northerly projection and the centerline of said Block 15, a distance of 91.20 feet; thence South 89°57'28" West, a distance of 10.00 feet; thence South 00°58'56" East, a distance of 440.19 feet; thence South 89°57'28" West, a distance of 54.00 feet; thence South 00°58'56" East, a distance of 37.27 feet; thence South 89°57'28" West, a distance of 79.34 feet; thence North 00°58'56" West, a distance of 37.27 feet; thence South 89°57'28" West, a distance of 54.00 feet; thence North 00°58'56" West, a distance of 91.20 feet; thence South 89°57'28" West, a distance of 10.00 feet; thence North 00°58'56" West, a distance of 440.19 feet; thence South 89°57'28" West, a distance of 133.34 feet to a point on the centerline and Northerly projection of Block 16 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 0.970 acres, more or less.

DESCRIPTION: MIZNER COURT CONDOMINIUM I, PHASE II

A portion of Section 29, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 29; thence South 88°01'07" West, along the common line between the Northeast one-quarter and the Northwest one-quarter of said Section 29, a distance of 995.04 feet; thence South 00°58'56" East, along the centerline and Westerly projection thereof, Block 16, Map of Boca Raton, as recorded in Plat Book 8, Page 7 of the Public Records of Palm Beach County, Florida, a distance of 636.37 feet to a point on the Eastern line of said Block 16; thence South 89°01'04" East, a distance of 133.34 feet to a point on the centerline and Northerly projection of Block 15 of said Map of Boca Raton; thence South 00°58'56" East, along said Northerly projection and the centerline of said Block 15, a distance of 440.19 feet; thence South 89°57'28" West, a distance of 10.00 feet; thence South 00°58'56" East, a distance of 91.20 feet; thence South 89°57'28" West, a distance of 54.00 feet; thence South 00°58'56" East, a distance of 37.27 feet; thence South 89°57'28" West, a distance of 79.34 feet; thence North 00°58'56" West, a distance of 37.27 feet; thence South 89°57'28" West, a distance of 54.00 feet; thence North 00°58'56" West, a distance of 91.20 feet; thence South 89°57'28" West, a distance of 10.00 feet; thence North 00°58'56" West, a distance of 440.19 feet; thence South 89°57'28" West, a distance of 133.34 feet to a point on the centerline and Northerly projection of Block 16 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 5.661 acres, more or less.

CERTIFICATION:

This certification, made this ___ day of _____, 198__, by the undersigned surveying firm is made pursuant to the provisions of Section 718.104 (4) (e) of the 1980 Florida Statutes, as amended to the date hereof, relating to the Florida Condominium Act, and pursuant to a certification that this survey and plot plan description, floor plans and other materials in connection herewith and the construction of the improvements to be substantially complete so that such material, together with the provisions of the Declaration of Condominium describing the condominium property is an accurate representation of the location and dimension of the improvements, and that the identification, location and dimension of the common elements, and of each unit can be determined by those materials.

MICHAEL G. PURMORT & ASSOCIATES, INC.

Michael G. Purmort
Professional Land Surveyor
Certificate Reg. No. 2190
State of Florida

FLORIDA CERTIFIED LAND SURVEYOR SEAL

SHEET 2 OF 5

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1287 EAST NEWPORT CENTER DRIVE, SUITE 201, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-9101

SKETCH OF SURVEY AND SITE PLAN
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

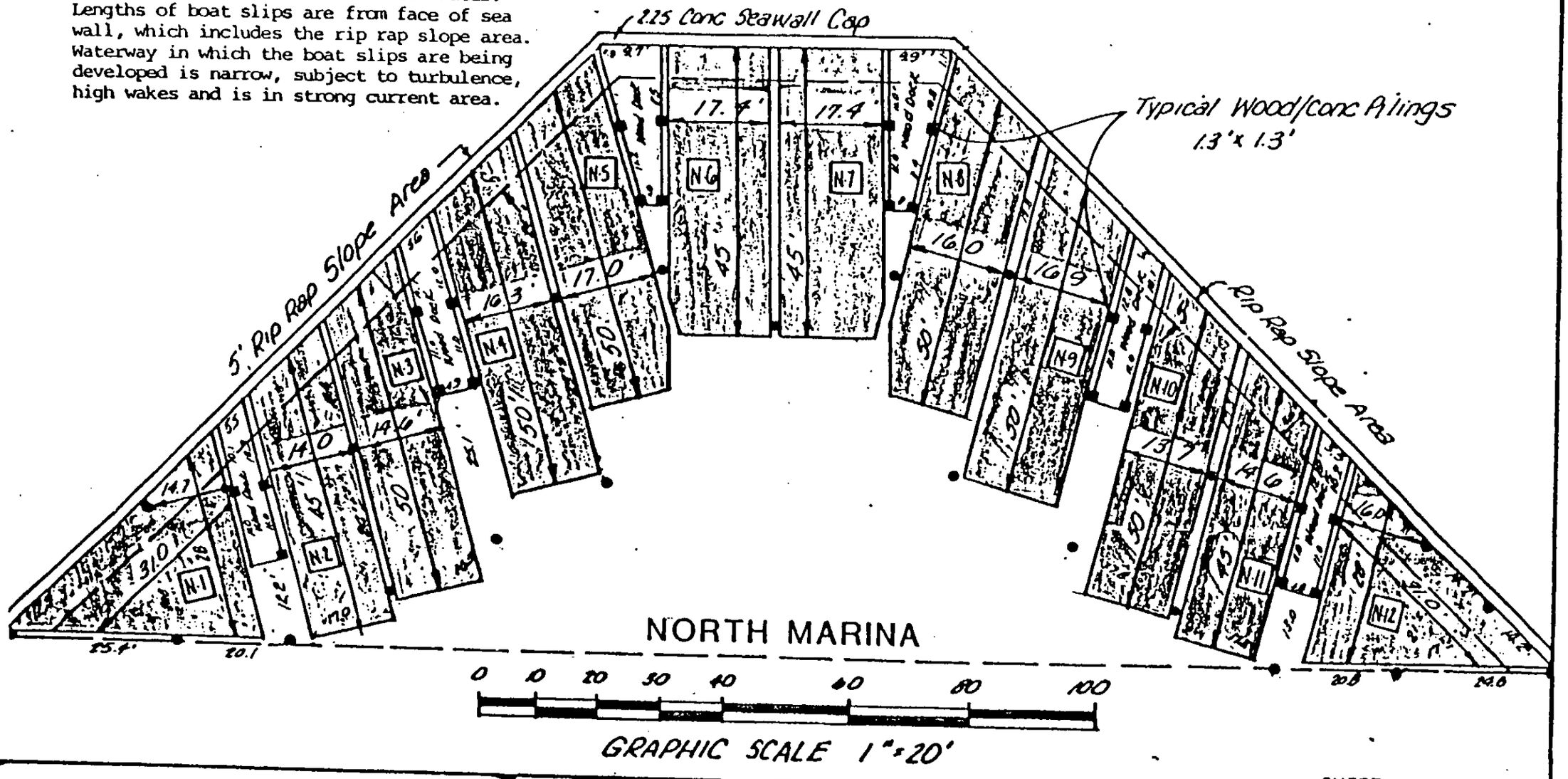
UPDATES (NEW REVISIONS)	DATE	BY	CK'D	FB/PG

SCALE N/A
BY R.H.
CK'D T.J.
DATE APRIL 1983
FB N/A PG N/A
JOB NO. 84-0190
FILE NO. CD

ORB 5705 PG 1490

Mizner Court — condominium I

NOTE: Maximum Draft 4.5 feet at Mean Low Water. Lengths of boat slips are from face of sea wall, which includes the rip rap slope area. Waterway in which the boat slips are being developed is narrow, subject to turbulence, high wakes and is in strong current area.



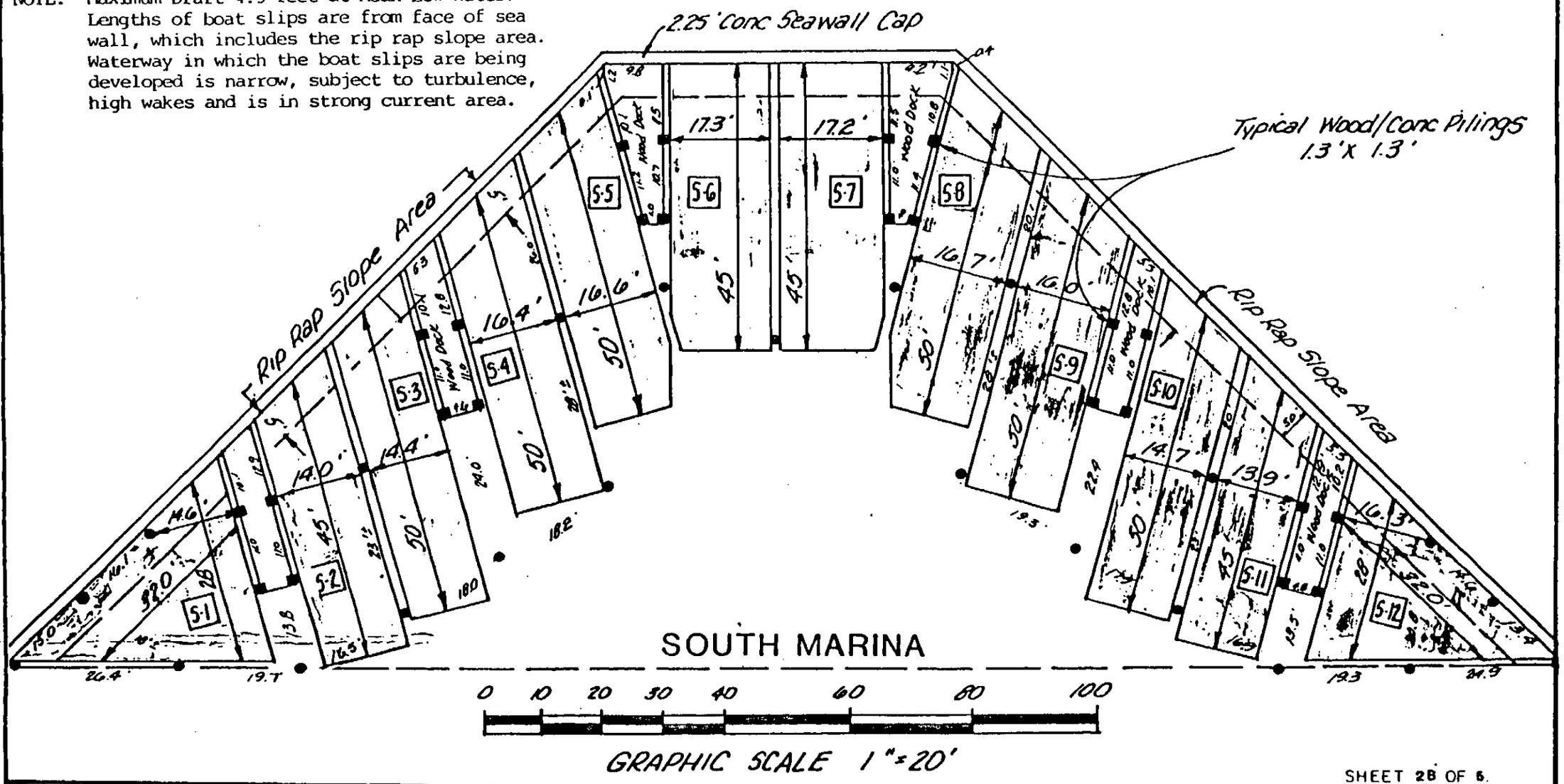
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 111, DEERFIELD BCH., FLORIDA, 33442

NORTH MARINA
EXHIBIT " B "

SHEET 2A OF 6

Mizner Court — condominium I

NOTE: Maximum Draft 4.5 feet at Mean Low Water. Lengths of boat slips are from face of sea wall, which includes the rip rap slope area. Waterway in which the boat slips are being developed is narrow, subject to turbulence, high wakes and is in strong current area.



SHEET 2B OF 5.

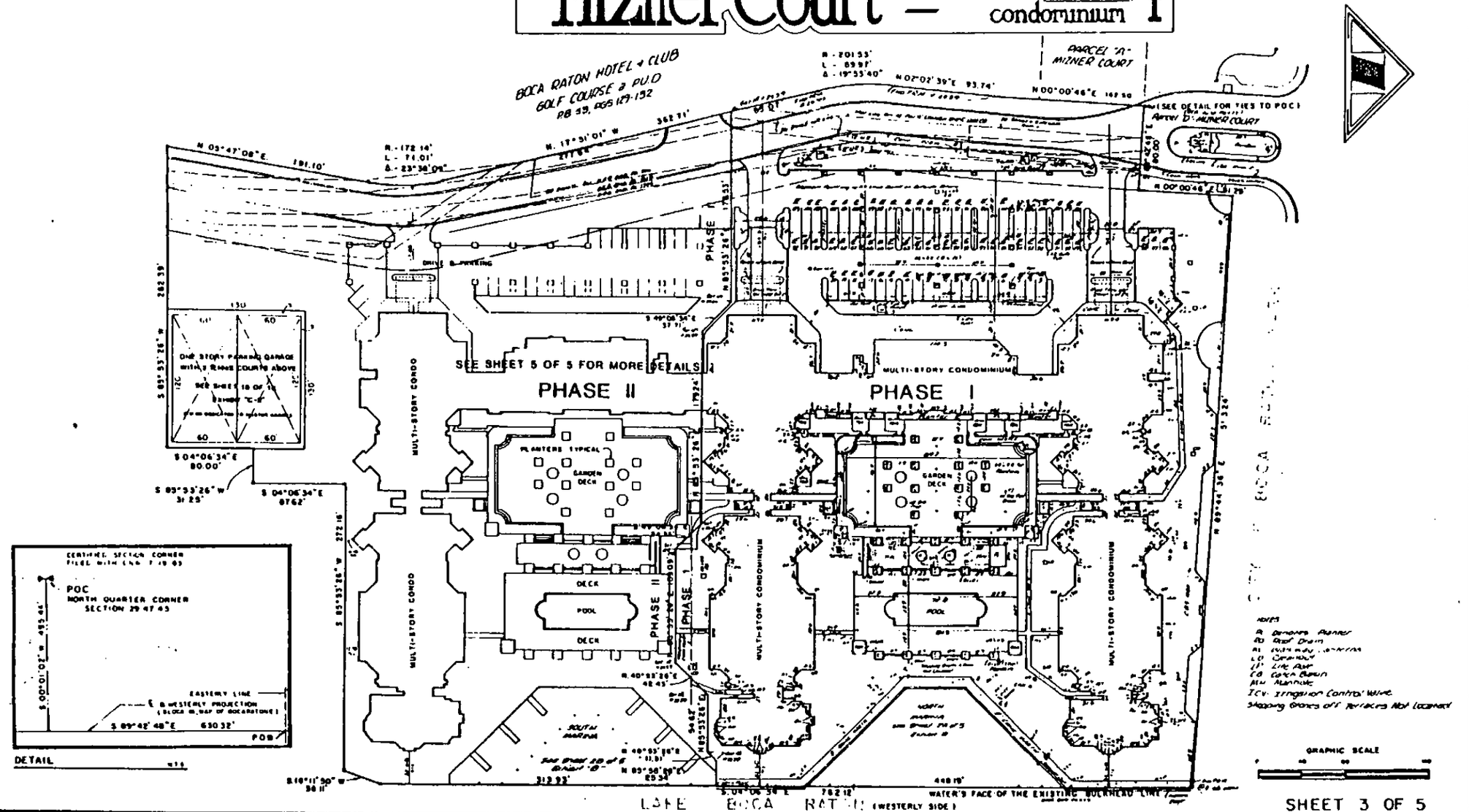
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1287 EAST NEWPORT CENTER DRIVE SUITE 211 DEERFIELD BCH., FLORIDA 33442

SOUTH MARINA
EXHIBIT "B"

UPDATES UNDER REVISIONS	DATE	BY	CKD	APPVD	MAS 1"=20'
Added Bldg. No.	5/18/87	MAS			BY RJN
Added Marina	6/18/87	MAS			CK'D
Final Rev to Marina Revise Note	8/18/87	MAS			DATE 10/2/87
					JOB NO.

ORB 705 Pg 1492

Mizner Court — condominium I



SHEET 3 OF 5

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 201, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

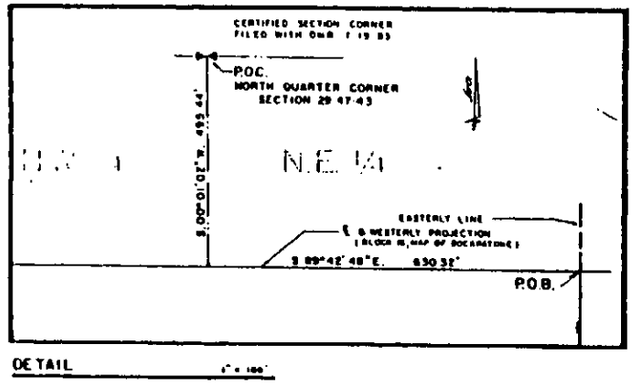
SITE PLAN
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK'D	FB/PG	
Add'l Bldgs					SCALE 1" = 40'
Add'l Bldgs					BY RM
Rec. Bldgs & P.B. (E)	3/4/85	RM	RJP	4/85	CK'D RJP
					DATE APRIL 1985
					FB W/S PG
					JOB NO 84-0180
					FILE NO CD

OR 5705 Pg 1473

Mizner Court — condominium I

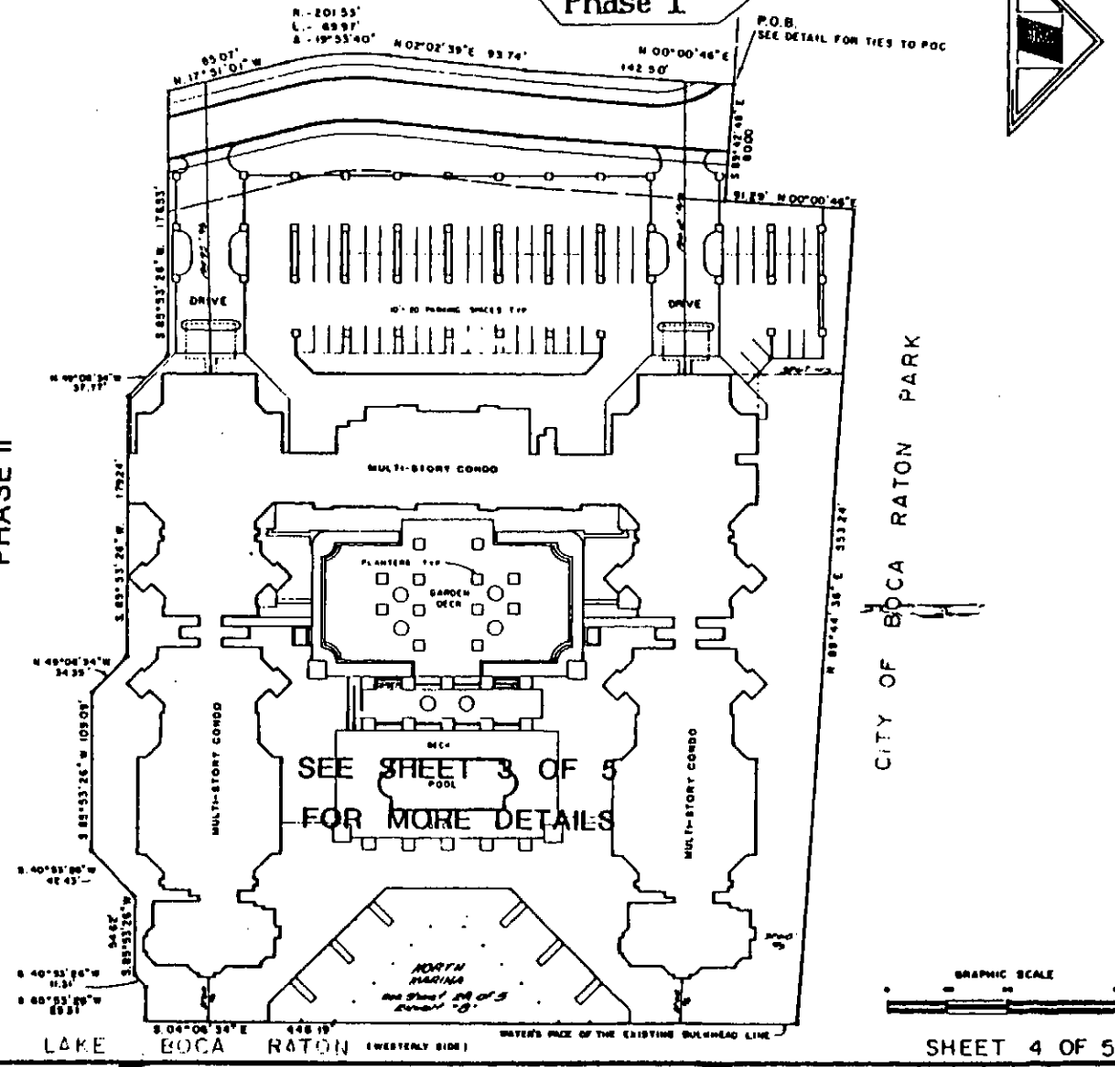
Phase I



DETAIL 1" = 100'

SEE SHEET 5 OF 5 FOR MORE DETAILS

PHASE II



SEE SHEET 3 OF 5
FOR MORE DETAILS

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1907 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-9301

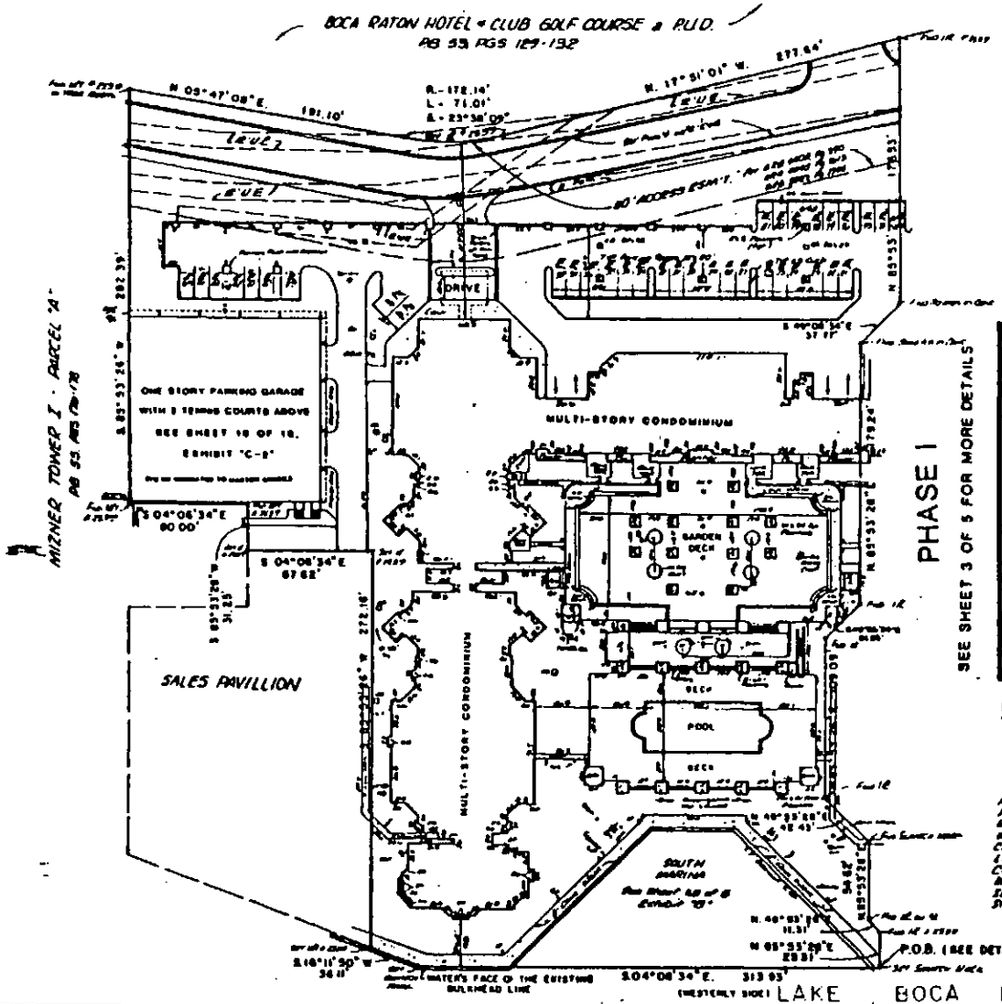
SITE PLAN
EXHIBIT "B-I"
TO THE DECLARATION OF CONDOMINIUM

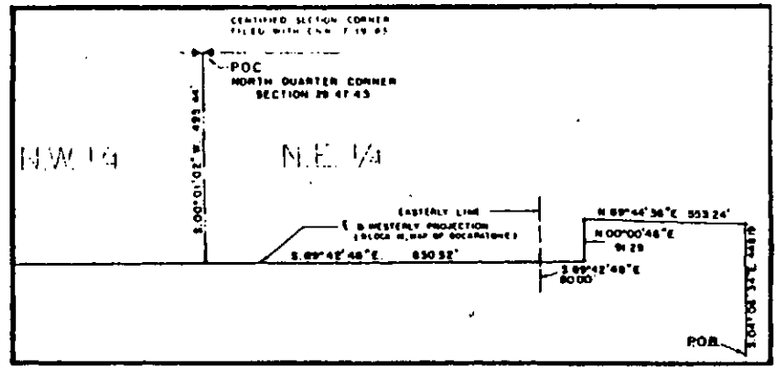
UPDATES and/or REVISIONS	DATE	BY	CHK'D	F.B./PG.
Rec. South Mar. Det. 10-19-94	4-19-95	RN		

SCALE 1" = 40'
BY R.N.
CK'D R.N.
DATE APRIL 1995
F.B. NO. PG. —
JOB NO. 94-0180
FILE NO. C.D.

ORB 5705 Pg 1494

Mizner Court — condominium I Phase II





GRAPHIC SCALE

SHEET 5 OF 5

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1207 EAST NEWPORT CENTER DRIVE, SUITE 215, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-9681

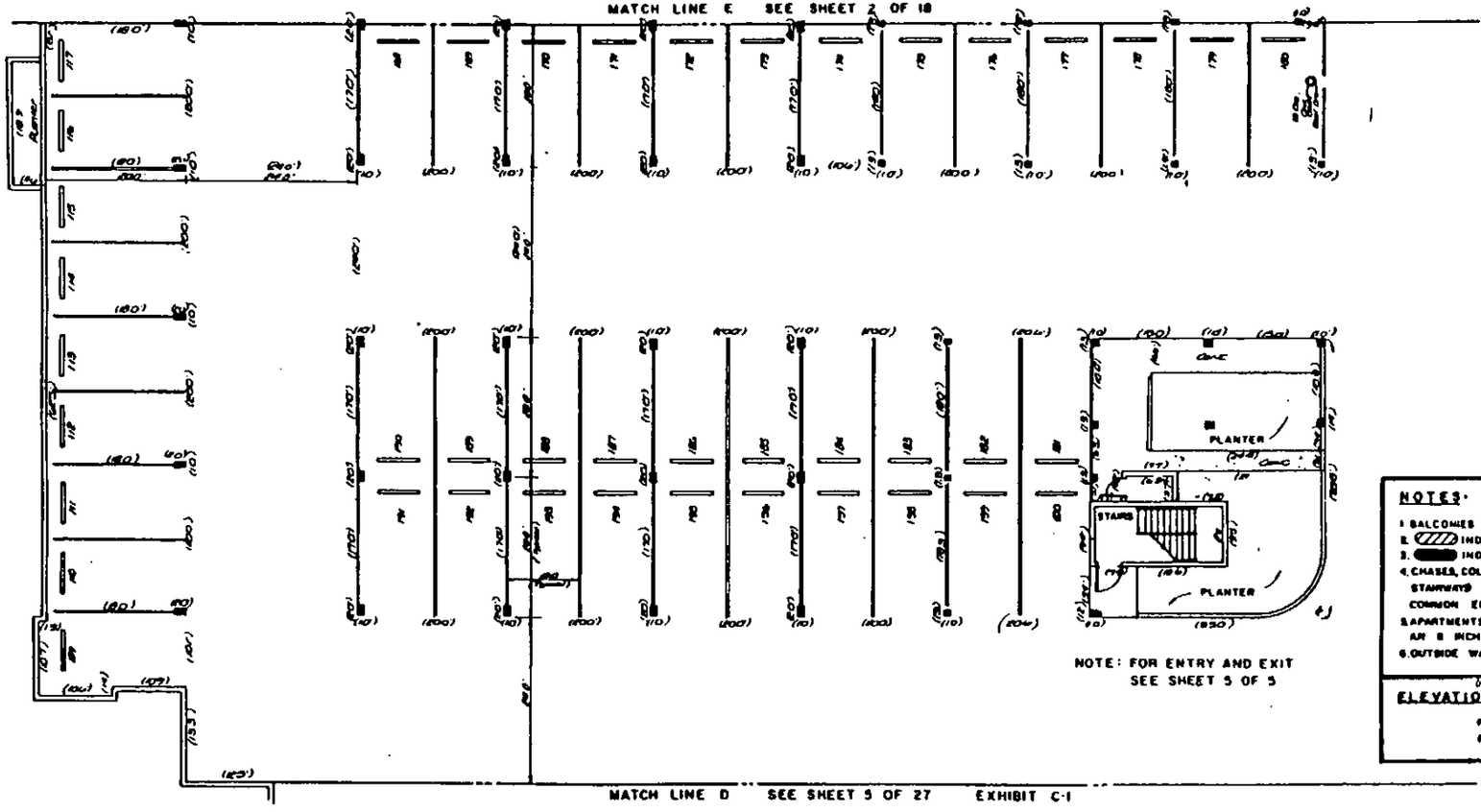
SITE PLAN
EXHIBIT "B-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CHK	FB/PG
ADD'LTS	7/6/83	MAS		CONV
REVISIONS (E)	8/8/83	RB	RB	095

SCALE 1" = 40'
BY R.B.
CK'D
DATE APRIL 1983
FB No. PG
JOB NO 1-84-0180
FILE NO - C.B.

ORB 5705 Pg 1495

Mizner Court — condominium I Phase II



NOTE: FOR ENTRY AND EXIT SEE SHEET 3 OF 3

GRAPHIC SCALE

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES.
3. ▬ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS.
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 8.0'
FINISHED CEILING ELEVATION 18.67'

SHEET 1 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1507 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0100

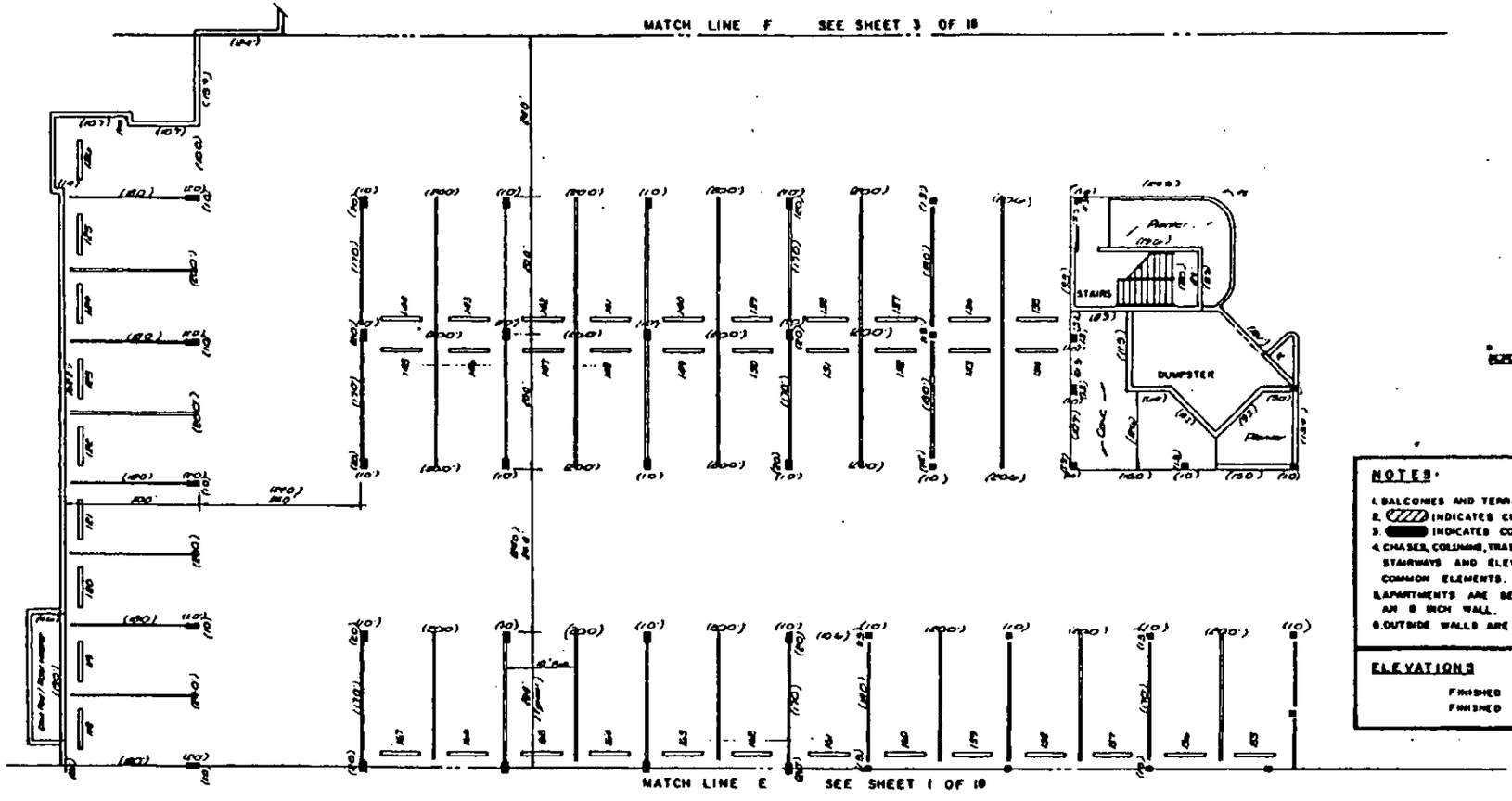
The plans and the property of Michael G. Purmort & Associates, Inc. Not to be used on any other project.

SOUTH CENTER-GROUND LEVEL
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK'D	SCALE 1" = 8.0'
Preliminary	4.8.80	BH		BY BH
				CK'D
				DATE APRIL 1980
				F.B. PG.
				JOB NO. 84-0180
				FILE NO. C-2

ORB 5705 Pg 1496

Mizner Court — condominium I
Phase II



GRAPHIC SCALE

N

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS.
2. ▨ INDICATES CHASES.
3. ■ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS.
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION +8.00'
FINISHED CEILING ELEVATION +18.50'

SHEET 2 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 201, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

SOUTH CENTER · GROUND LEVEL
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK'D	FLD BK	SCALE 1" = 80'
					BY BN
					CK'D
					DATE APRIL 1985
					F.B. PG.
					JOB NO. 84-0180
					FILE NO. C-2

OR: 5705 Pg 1497

Mizner Court — condominium I Phase II

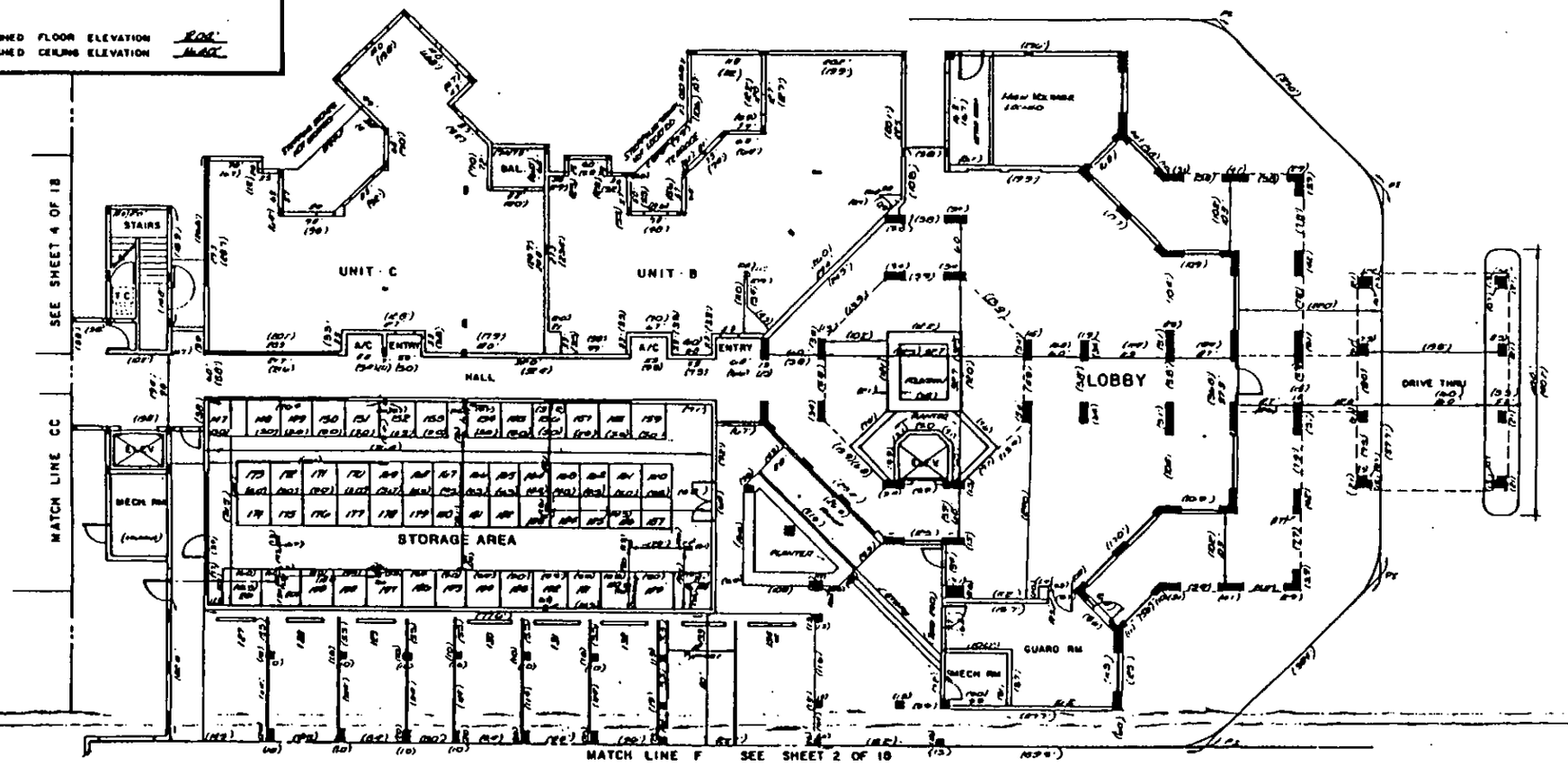
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS.
2. ▨ INDICATES CHASES.
3. ■ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS.
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 8.00'
FINISHED CEILING ELEVATION VARIES

GRAPHIC SCALE 0 10 20



SHEET 3 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 210, DEERFIELD BEACH, FLORIDA, 33442

SOUTH TOWER GROUND LEVEL
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES UNDER REVISIONS	DATE	BY	CK'D	FB/PG

SCALE 1" = 20'
BY RN
CK'D
DATE APRIL 1980
FB PG
JOB NO 84-0180
FILE NO

ORB 5705 Pg 1498

Mizner Court — condominium I Phase II

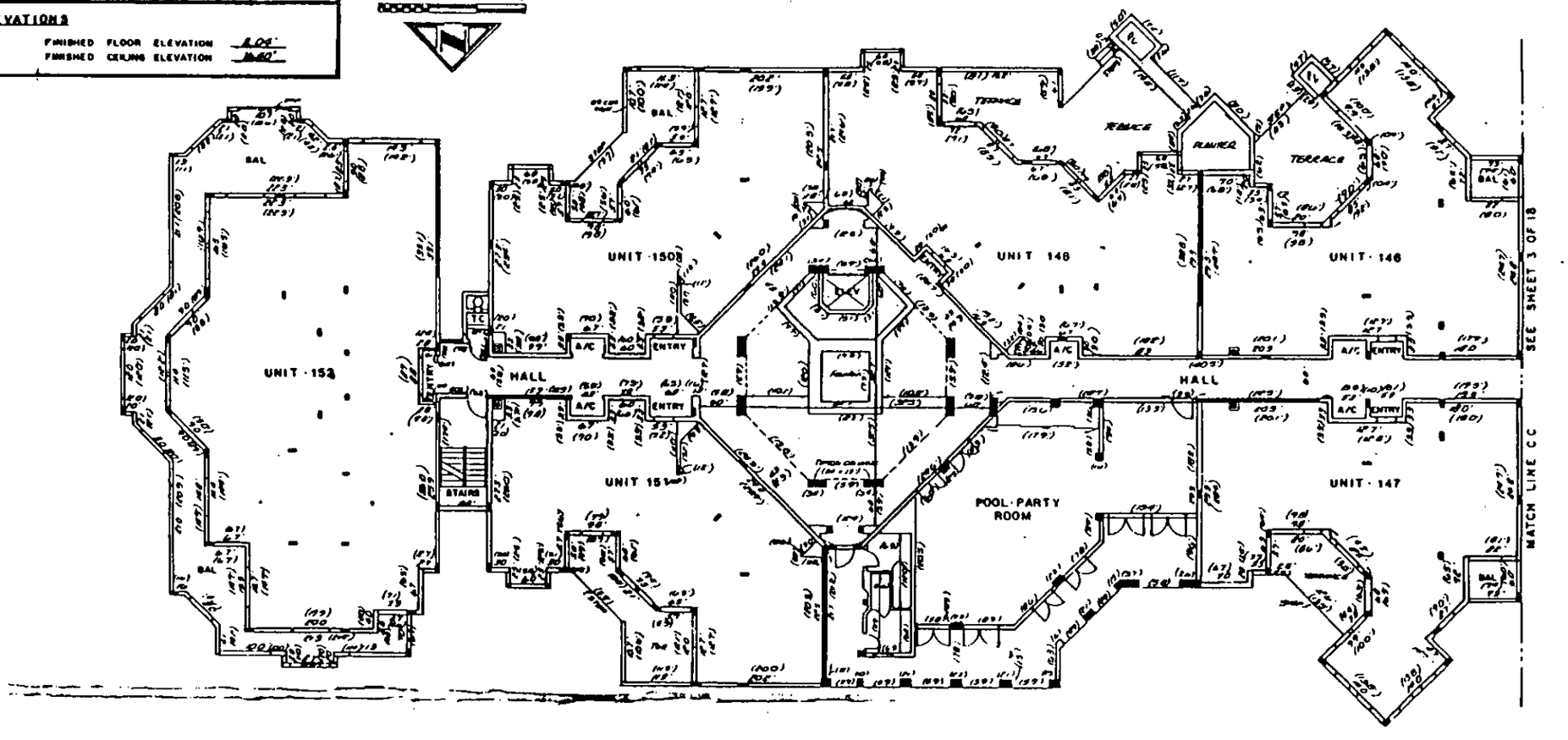
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS.
2. ▨ INDICATES CHASES.
3. ■ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 8.04'
FINISHED CEILING ELEVATION 18.62'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 4 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1000 GARY NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

SOUTH TOWER · GROUND LEVEL
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	FIELD
Addenda	11/1/83	MM	PC	Complete

SCALE 1" = 8'
BY RH
CK'D LT-3
DATE APRIL 1983
FB PG
JOB NO 84-0180
FILE NO C-2

ORB 5705 Pg 1499

Mizner Court — condominium I Phase II

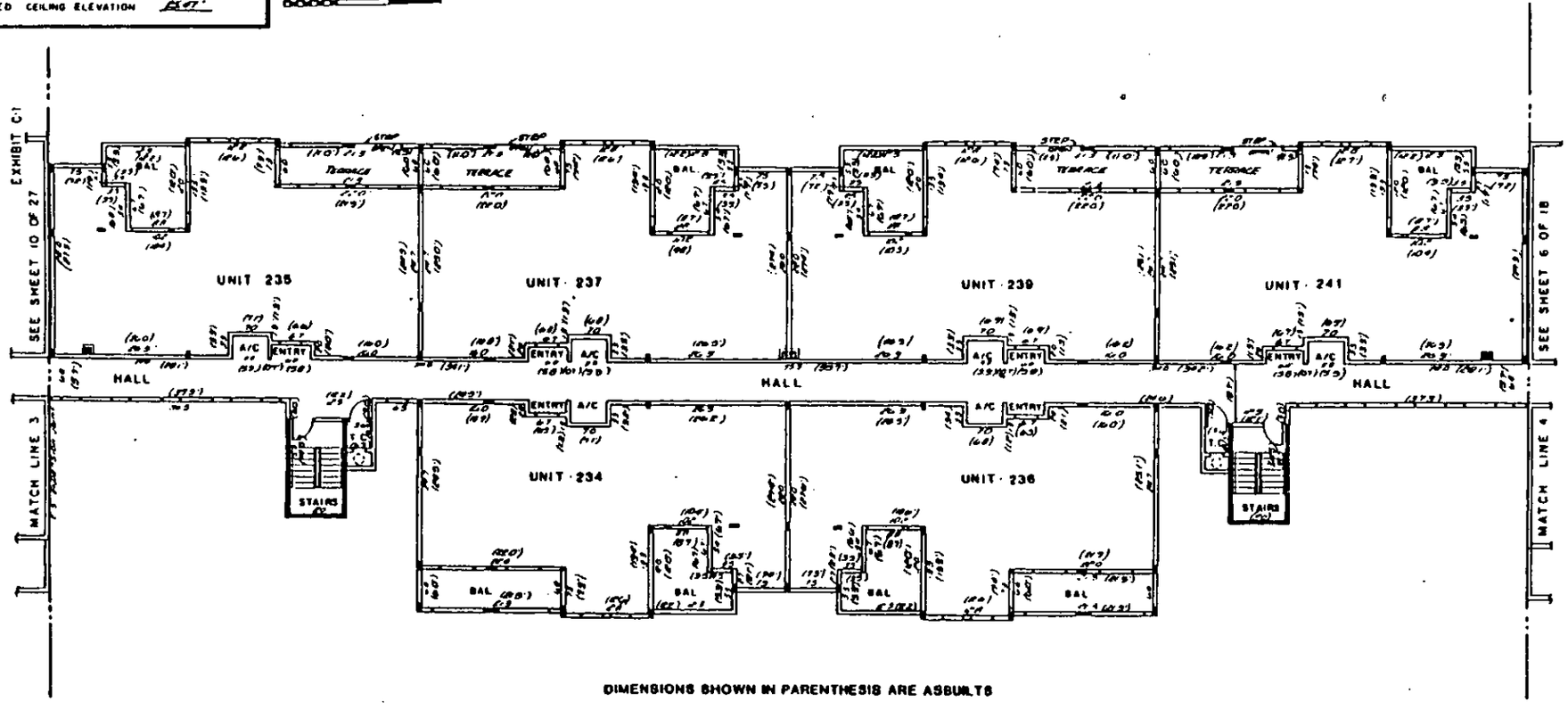
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES.
3. ▬ INDICATES CONCRETE COMMON ELEMENT
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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 110.0'
FINISHED CEILING ELEVATION 120.67'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 5 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1807 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

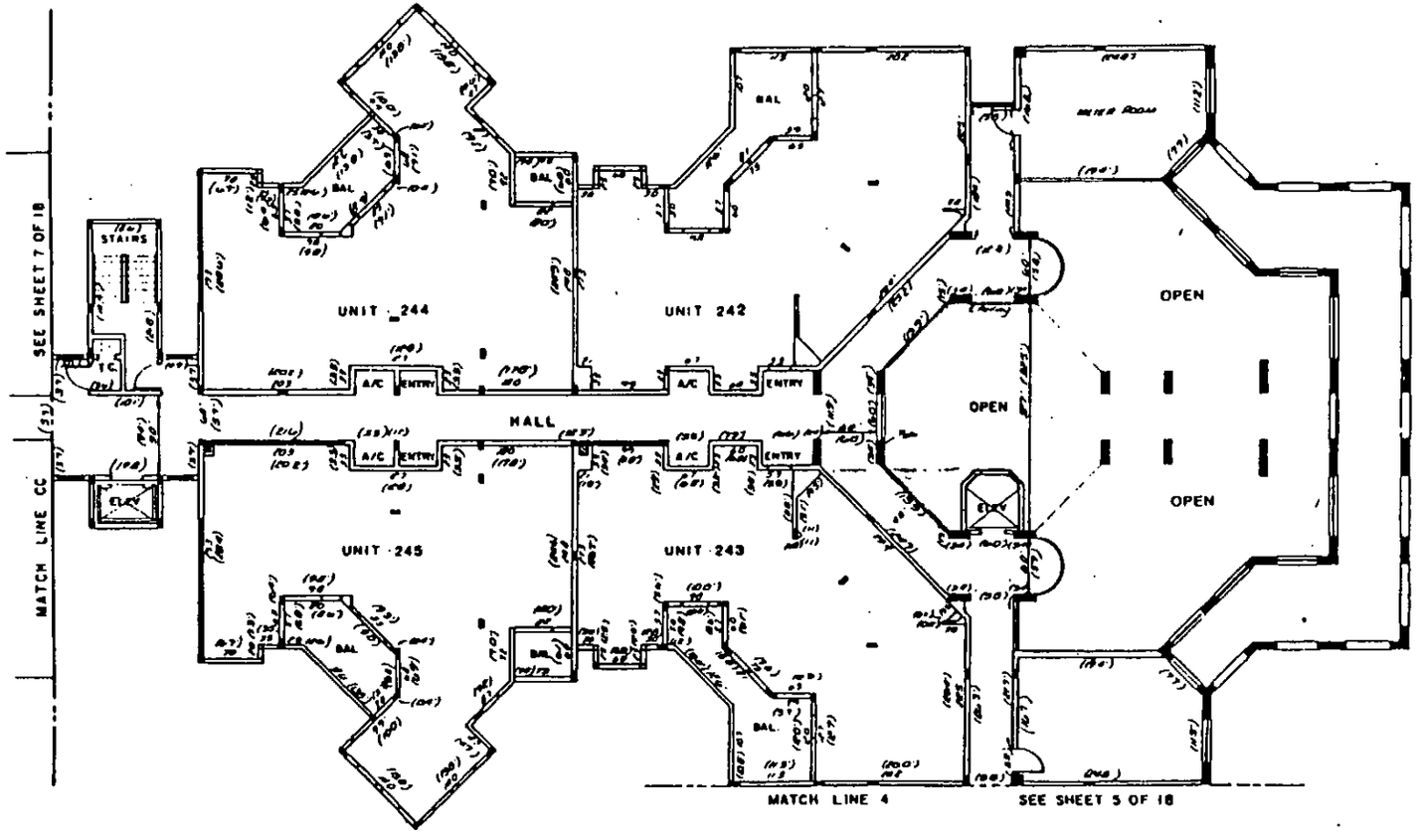
SOUTH CENTER · 2nd FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CH'D	F.B./PG.

SCALE 1" = 8.0'
BY RM
CH'D
DATE APRIL 1983
F.B. PG.
JOB NO. 84-0180
FILE NO. C-0

ORB 5705 Pg 1500

Mizner Court — condominium I
Phase II



GRAPHIC SCALE

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS.
2. ▨ INDICATES CHASES.
3. ■ INDICATES CONCRETE COMMON ELEMENT.
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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 120.0'
FINISHED CEILING ELEVATION 129.7'

SHEET 6 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1601 EAST HILLSBORO BOULEVARD, SUITE 311, DEERFIELD BEACH, FLORIDA, 33441

SOUTH TOWER · 2nd FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK	FB/PG	
					SCALE 1" = 20'
					BY R.N.
					CK'D R.P.S.
					DATE APRIL 1980
					FB ~~~
					JOB NO 84-0180
					FILE NO C2

ORB 5705 Ps 1501

Mizner Court — condominium I Phase II

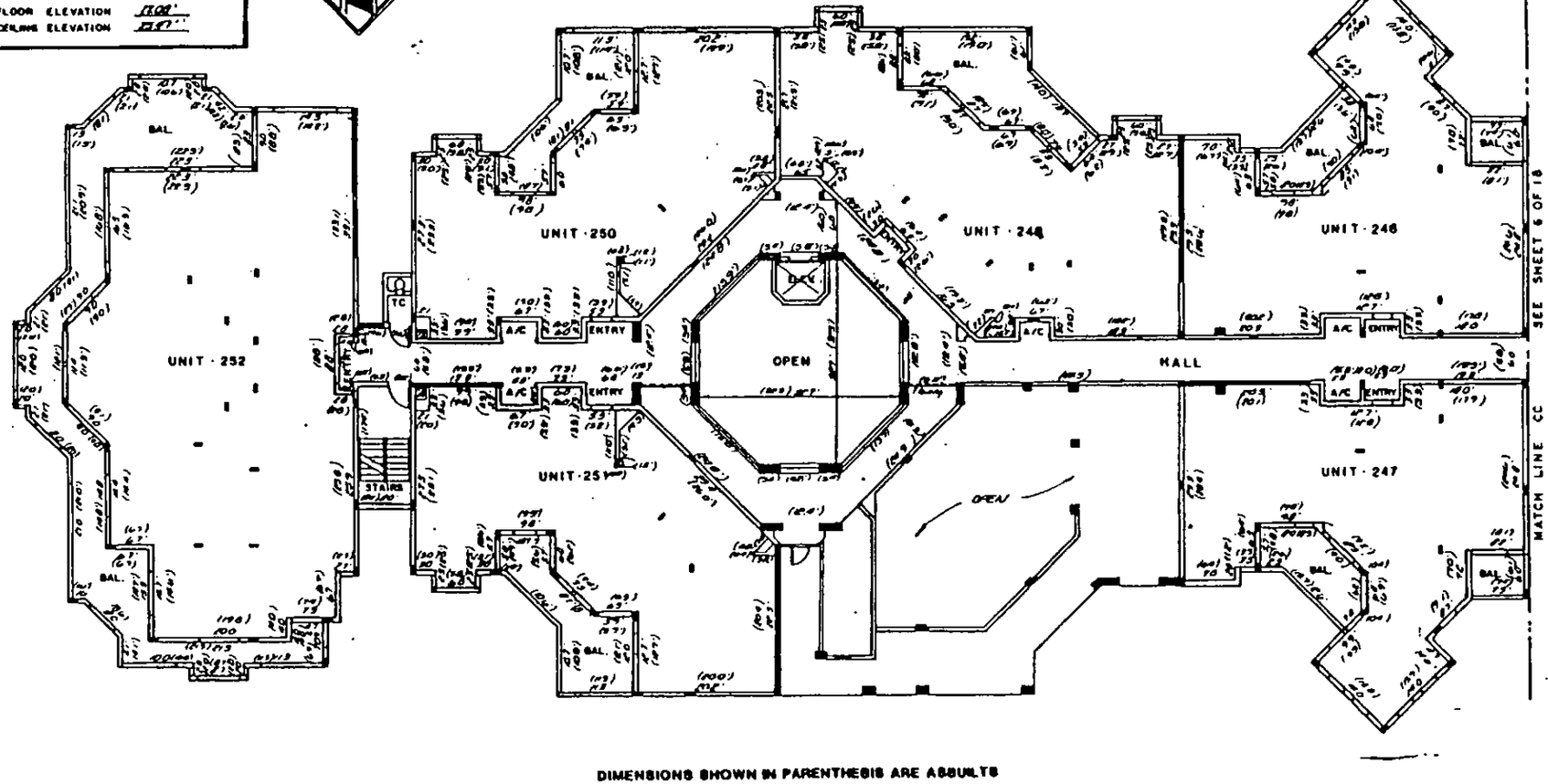
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS.
2. ▨ INDICATES CHASES.
3. ■ INDICATES CONCRETE COMMON ELEMENT.
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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

F. FINISHED FLOOR ELEVATION 100'
C. FINISHED CEILING ELEVATION 107'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 7 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 311, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0300

SOUTH TOWER · 2nd FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES (date) REVISIONS	DATE	BY	CK'D	FIELD

SCALE 1" = 8.0'
BY RB
CK'D CPS
DATE APRIL 1985
FB PG
JOB NO 84-0192
FILE NO C2

ORB 5705 Pg 1502

Mizner Court — condominium I Phase II

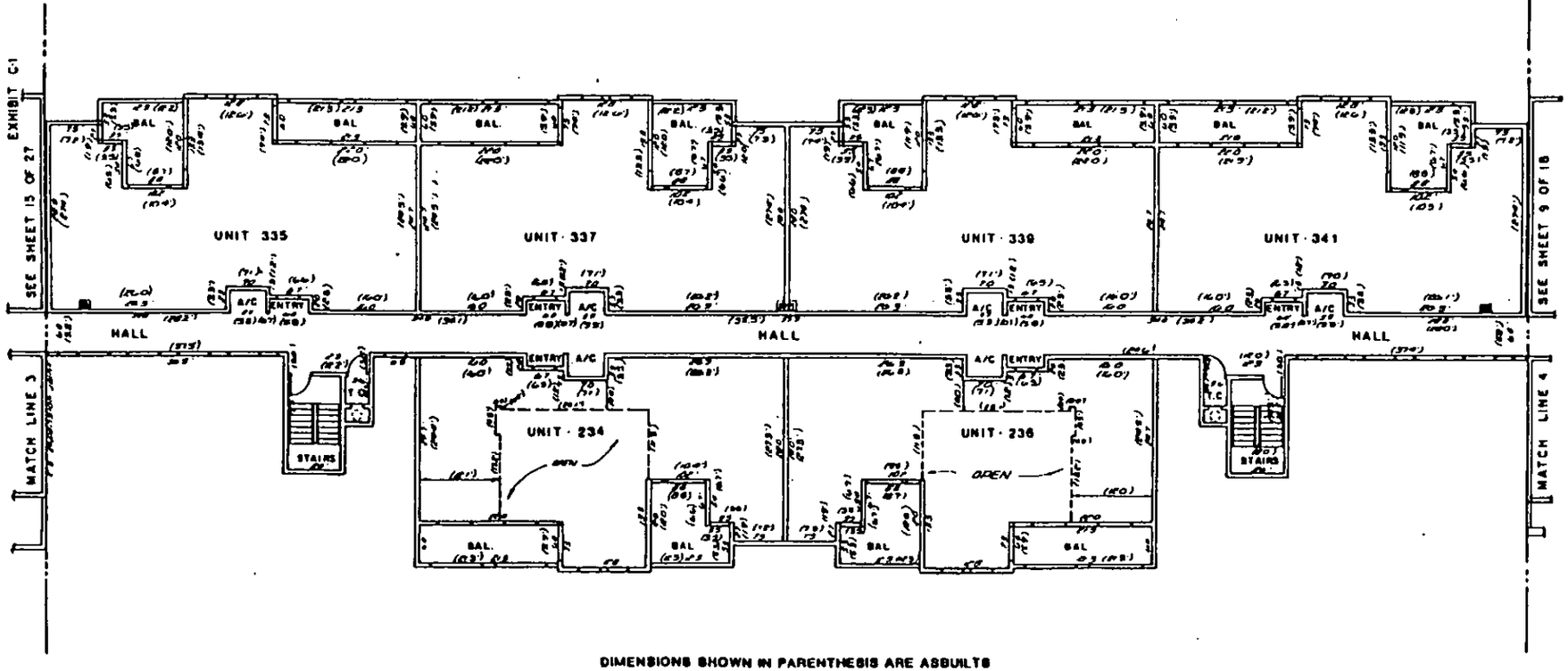
NOTES:

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3. ■ INDICATES CONCRETE COMMON ELEMENT
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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION [illegible]'
FINISHED CEILING ELEVATION [illegible]'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 8 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1001 EAST NEWPORT CENTER DRIVE, SUITE 511, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-9101

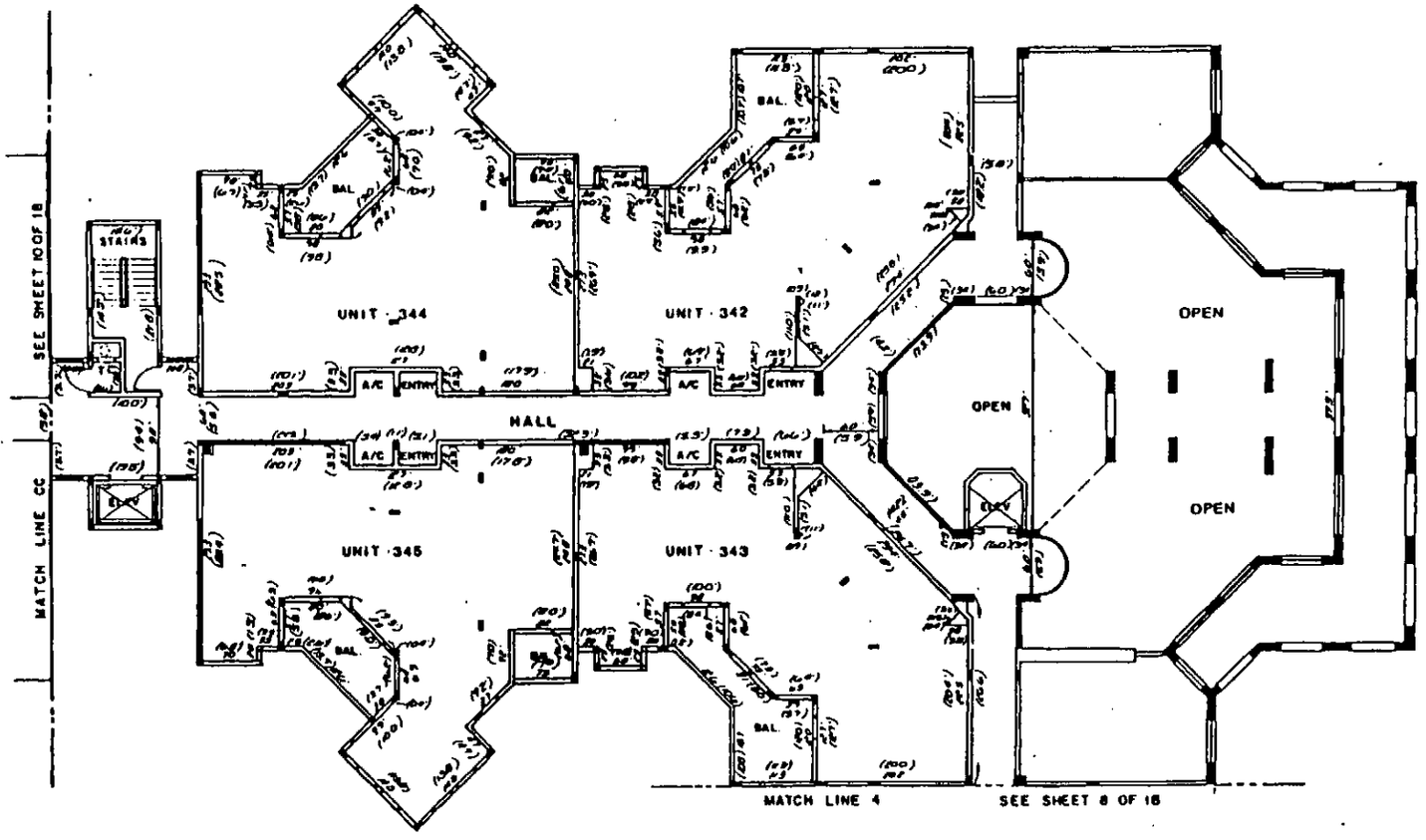
SOUTH CENTER · 3rd FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK'D	FB/PG
Boundary Adj.	11/20/85	MLP	LS	100/1

SCALE 1" = 20'
BY RH
CK'D LS
DATE APRIL 1985
F.B. PG.
JOB NO. 84-0180
FILE NO. C2

ORB 5705 Pg 1503

Mizner Court — condominium I Phase II



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

GRAPHIC SCALE

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS.
2. ▨ INDICATES CHASES.
3. ■ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS.
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 86.17'
FINISHED CEILING ELEVATION 94.67'

SHEET 9 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33441

SOUTH TOWER · 3rd FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK'D	FOR
Addenda	April	Mel		Permit

SCALE 1" = 8'-0"
BY RM
CK'D
DATE APRIL 1983
J.O. PM
DWG NO. 84-0186
FILE NO. 53

ORB 5705 Pg 1504

Mizner Court — condominium I Phase II

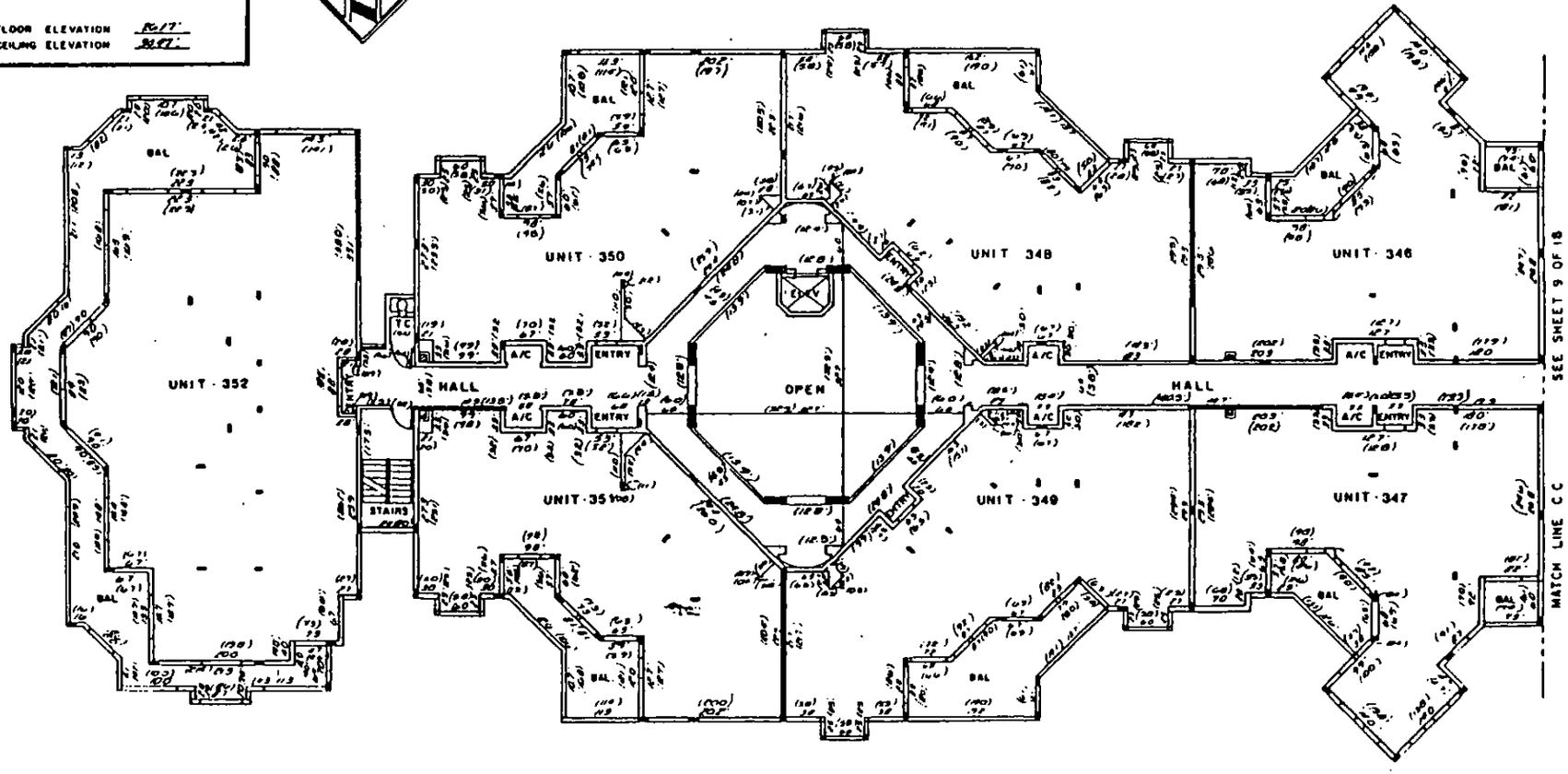
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ■ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION Rel'1'
FINISHED CEILING ELEVATION 8'-1"

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 10 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

SOUTH TOWER · 3rd FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES dates REVISIONS	date	by	CK'D	FIELD
Revised	4-24-89	RW		

SCALE 1" = 8'-0"
BY RW
CK'D
DATE APRIL 1989
FB
JOB NO 84-0180
FILE NO CD

ORB 3705 Pg 1505

Mizner Court — condominium I Phase II

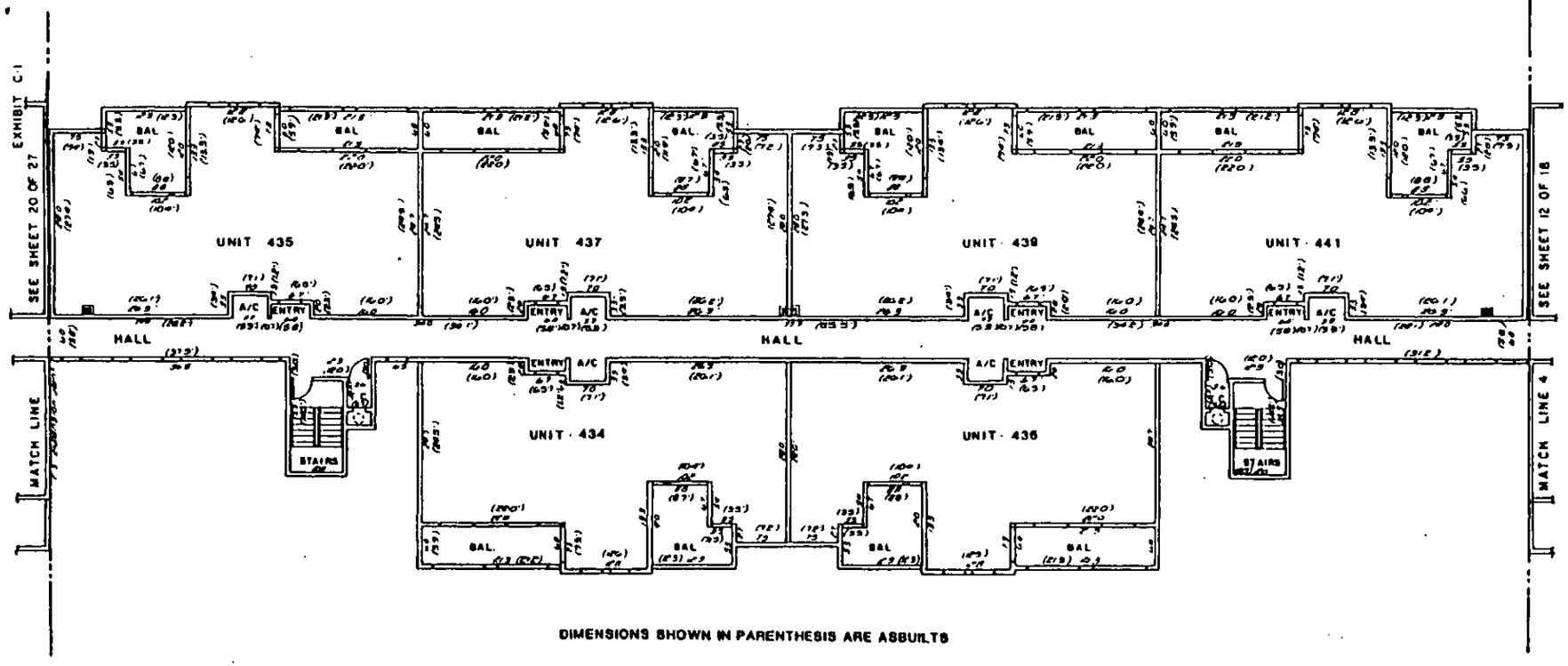
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ////// INDICATES CHASES
3. ▬▬ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION +9.16'
FINISHED CEILING ELEVATION 17.42'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 11 OF 18

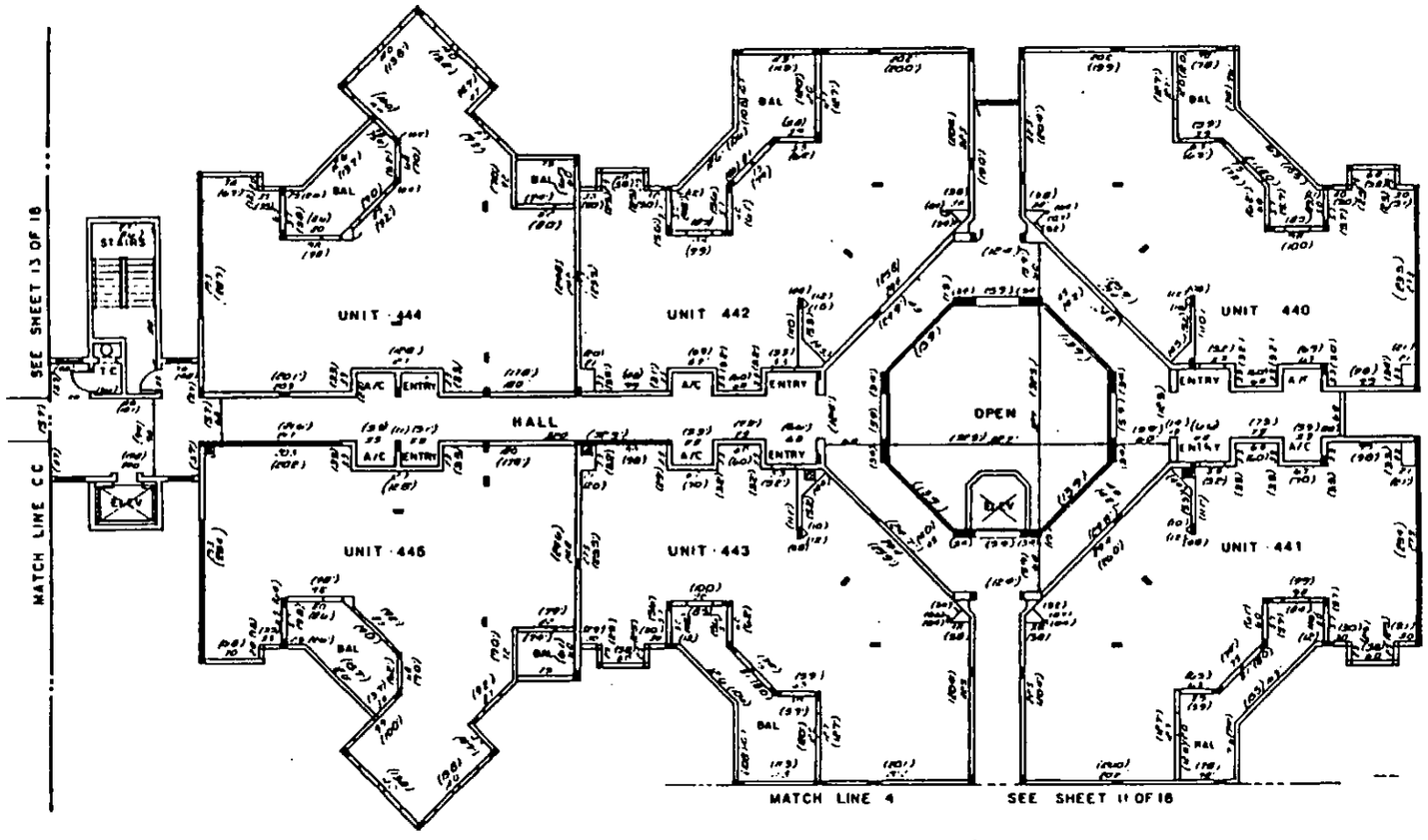
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1601 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0100

SOUTH CENTER · 4th FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK'D	P.B./PG.	SCALE 1" = 8'-0"
					BY RM
					CK'D MGP
					DATE APRIL 1985
					P.B. PG.
					JOB NO. 84-0180
					FILE NO. C-2

ORB 5705 Pg 1506

Mizner Court — condominium I Phase II



GRAPHIC SCALE

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
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6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 81.46'
FINISHED CEILING ELEVATION 92.92'

SHEET 12 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1601 EAST NEWPORT CENTER DRIVE, SUITE 214, DEERFIELD BEACH, FLORIDA, 33442

SOUTH TOWER · 4th FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK'D	F.B./PG.
ASBUILTS	11/88	RM		

SCALE 1" = 8'-0"
BY RN
CK'D
DATE APRIL 1985
F.B. PG.
JOB NO 84-0180
FILE NO C2

OR 5705 Pg 1507

Mizner Court — condominium I Phase II

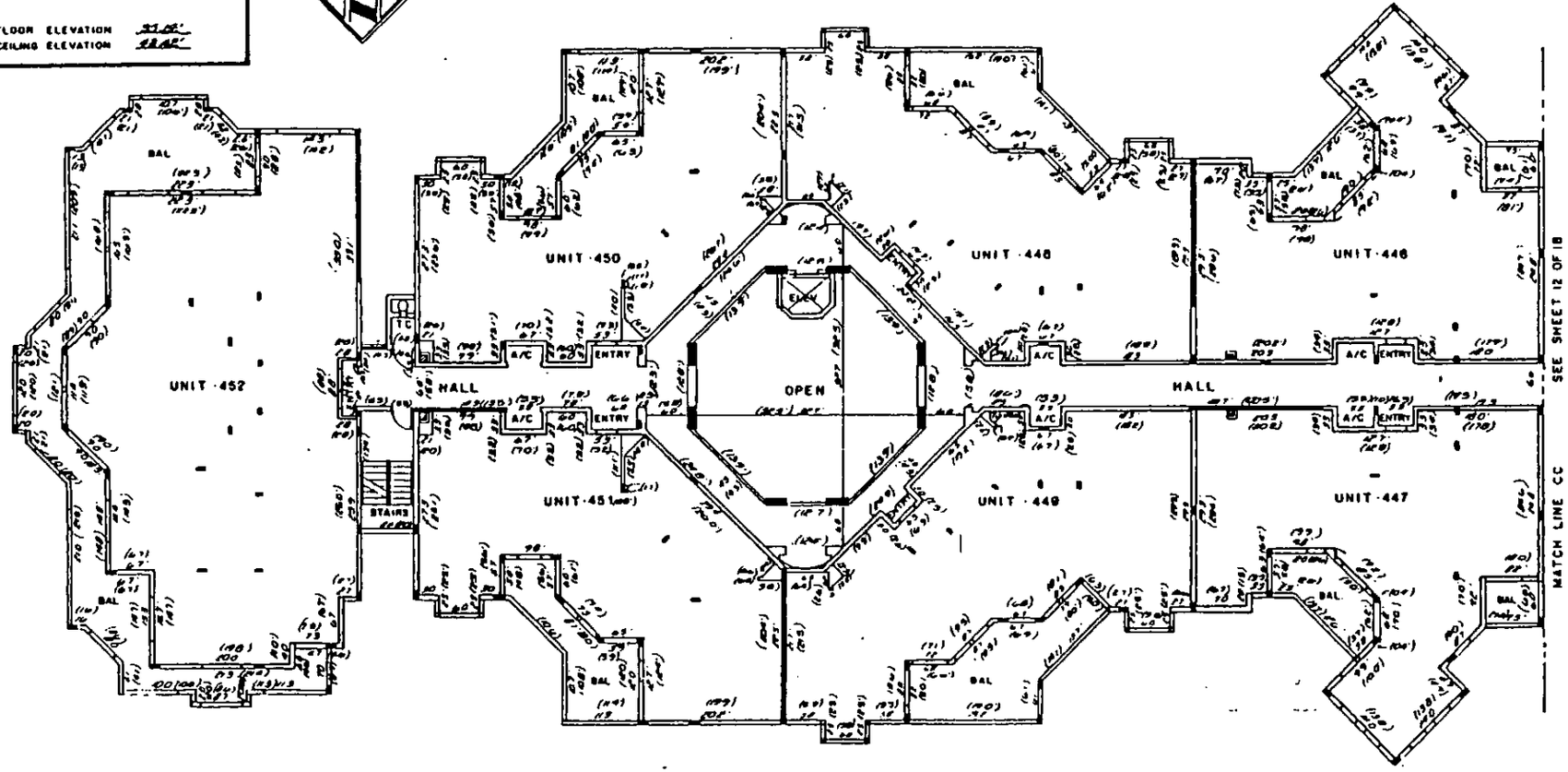
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ■ INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION 31.66'
FINISHED CEILING ELEVATION 42.66'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 13 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1997 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

SOUTH TOWER · 4th FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK'D	F.B./PG.
BACK CHG	11/8/83	RM		

SCALE 1" = 80'
BY R.M.
CK'D
DATE APRIL 1983
F.B. PG.
JOB NO. 83-0180
FILE NO. 5D

ORB 5705 Pg 1508

Mizner Court — condominium I Phase II

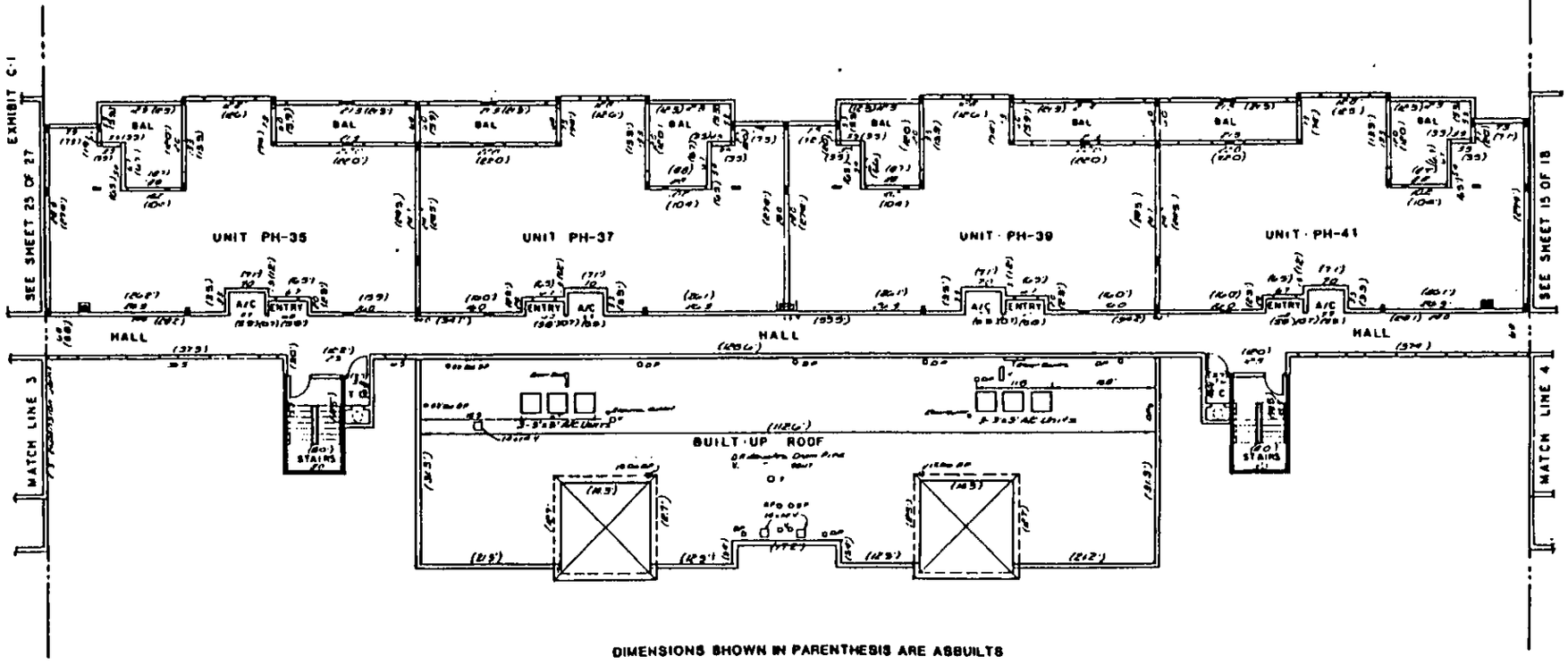
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ▬ INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION 44.10'
FINISHED CEILING ELEVATION 52.34'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 14 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
4240 EAST NEWPORT CENTER DRIVE, SUITE 215, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-4660

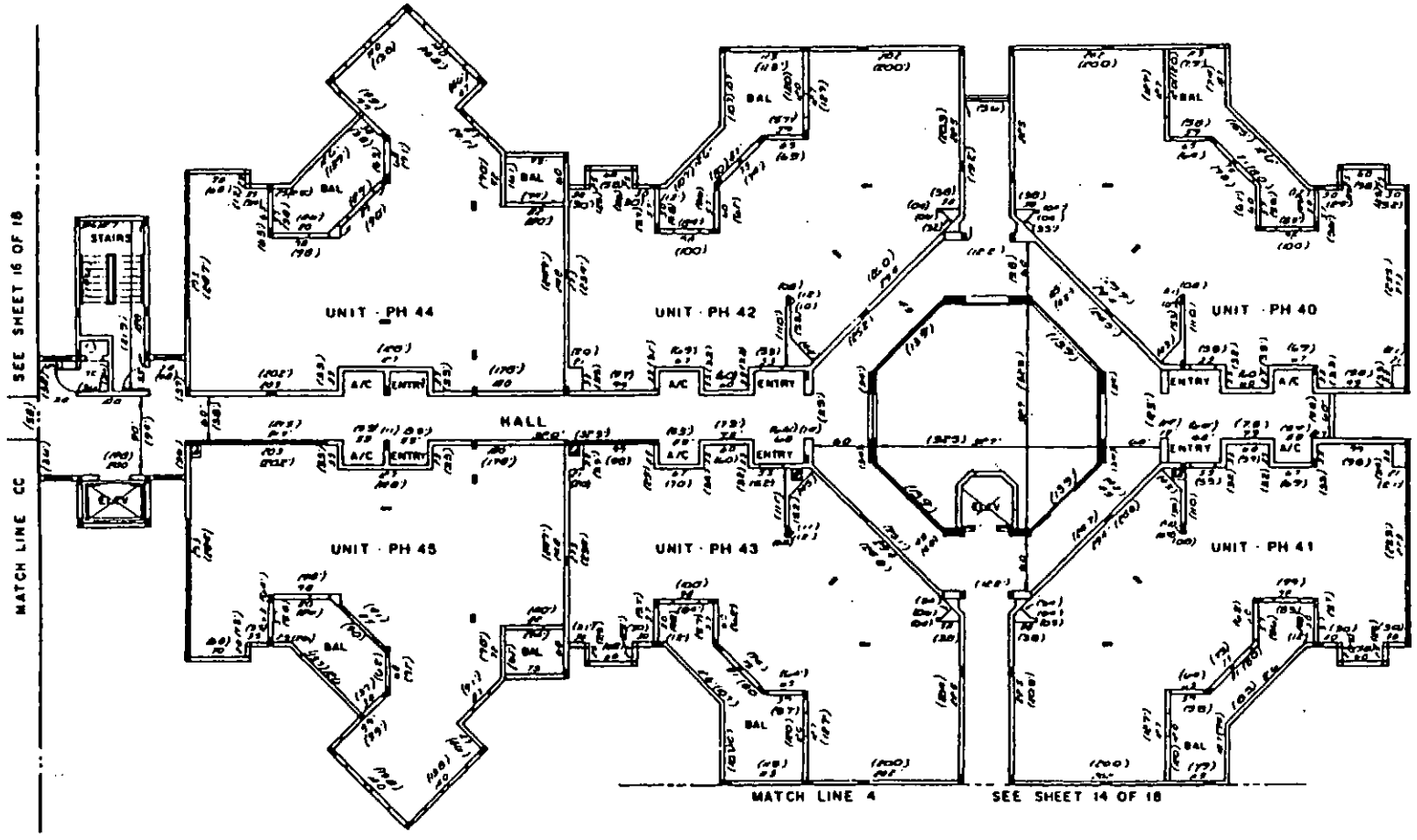
SOUTH CENTER · 5th FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	FIELD
Preparation	4-15-85	BM	MP	Complete

SCALE 1" = 8'-0"
BY BM
CK'D MP
DATE APRIL, 1985
F.B. PG
JOB NO 84-0190
FILE NO C-2

OR 5705 Pg 1509

Mizner Court — condominium I Phase II



GRAPHIC SCALE

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS.
2. ▨ INDICATES CHASES.
3. ■ INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

- FINISHED FLOOR ELEVATION +91.42'
- FINISHED CEILING ELEVATION +101.26'

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 15 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1307 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

SOUTH TOWER · 5th FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CHK	FB/PG
Asbuilts				

SCALE 1" = 80'
BY RR
CHK'D
DATE APRIL 1985
FB PG
JOB NO 84-0190
FILE NO CD

ORB 5705 Pg 1510

Mizner Court — condominium I Phase II

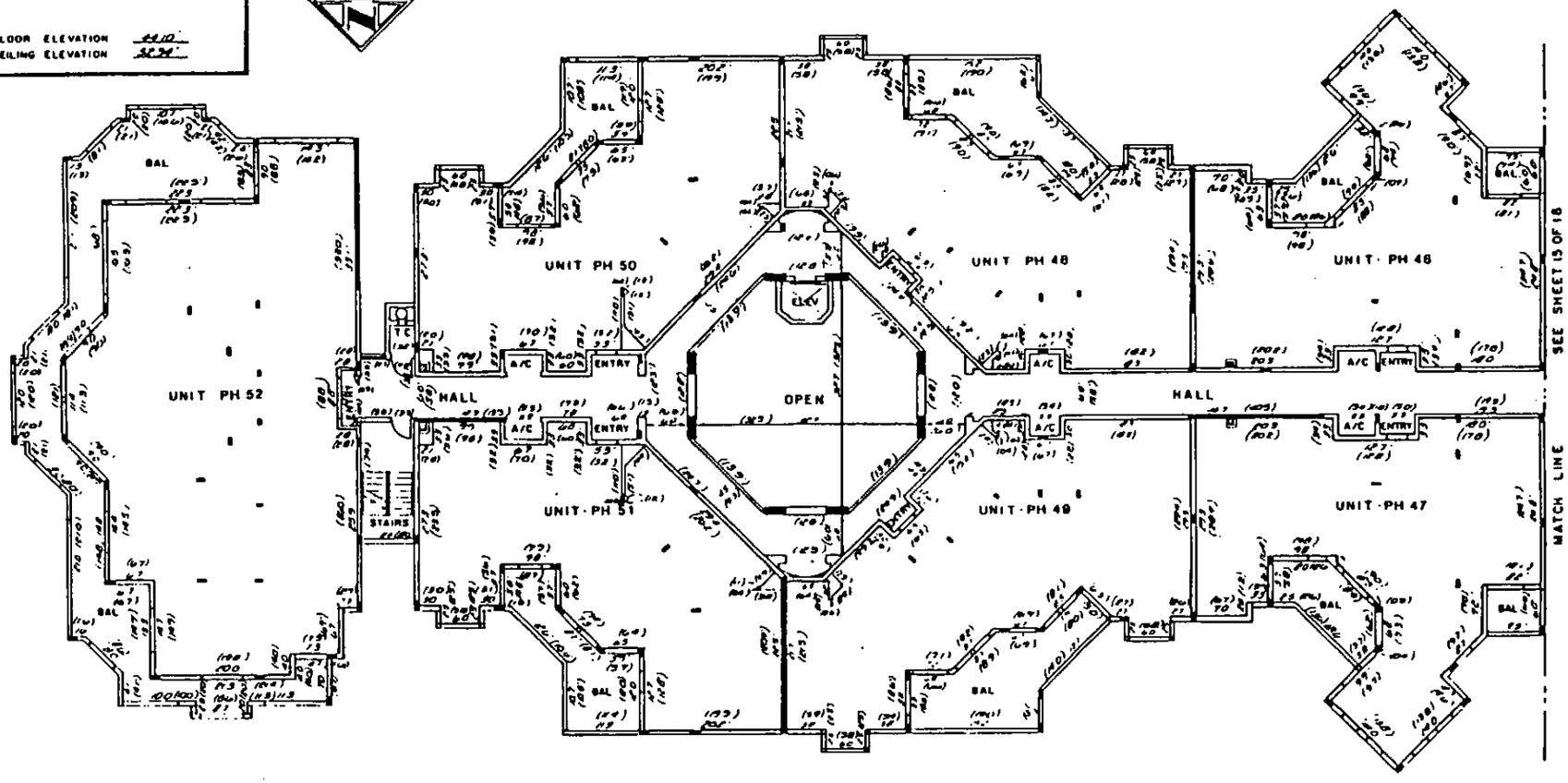
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ■ INDICATES CONCRETE COMMON ELEMENT
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6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION 44.10'
FINISHED CEILING ELEVATION 52.94'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 16 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1207 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-4161

SOUTH TOWER · 5th FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	F.B./PG.

SCALE 1" = 8'-0"
BY RB
CK'D CJ
DATE APRIL 1985
F.B. PG.
JOB NO. 84-0180
FILE NO. C2

ORB 5705 Pg 1511

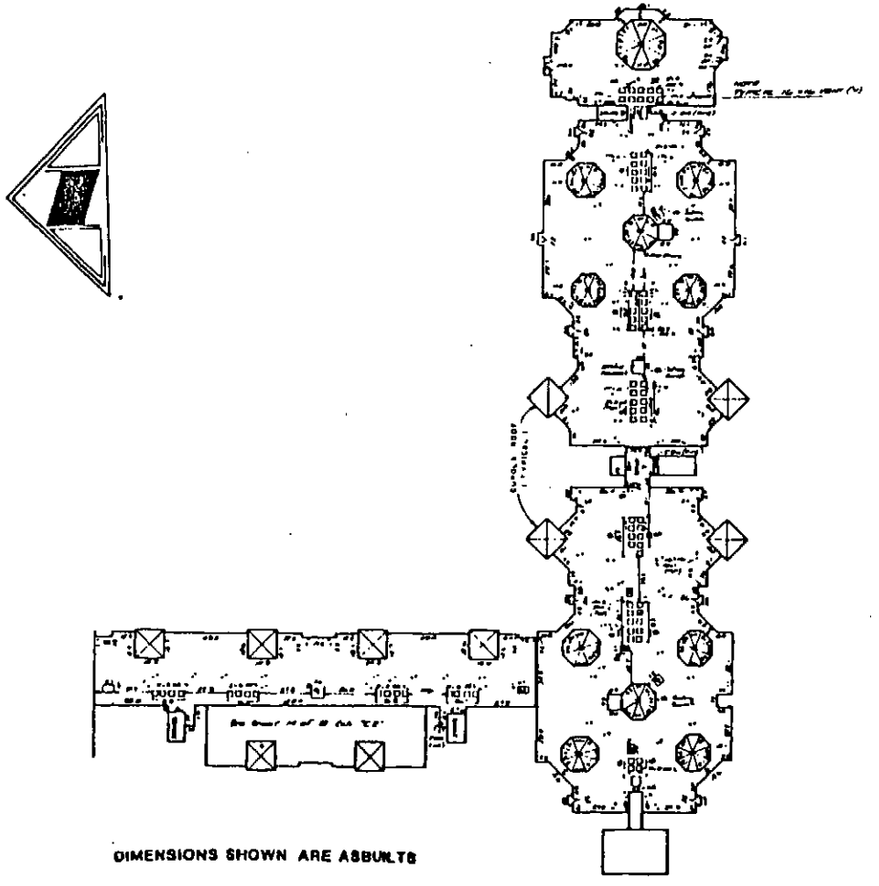
Mizner Court — condominium I Phase II

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ■ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED ROOF ELEVATION 33.10'



DIMENSIONS SHOWN ARE ASBUILTS

SHEET 17 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

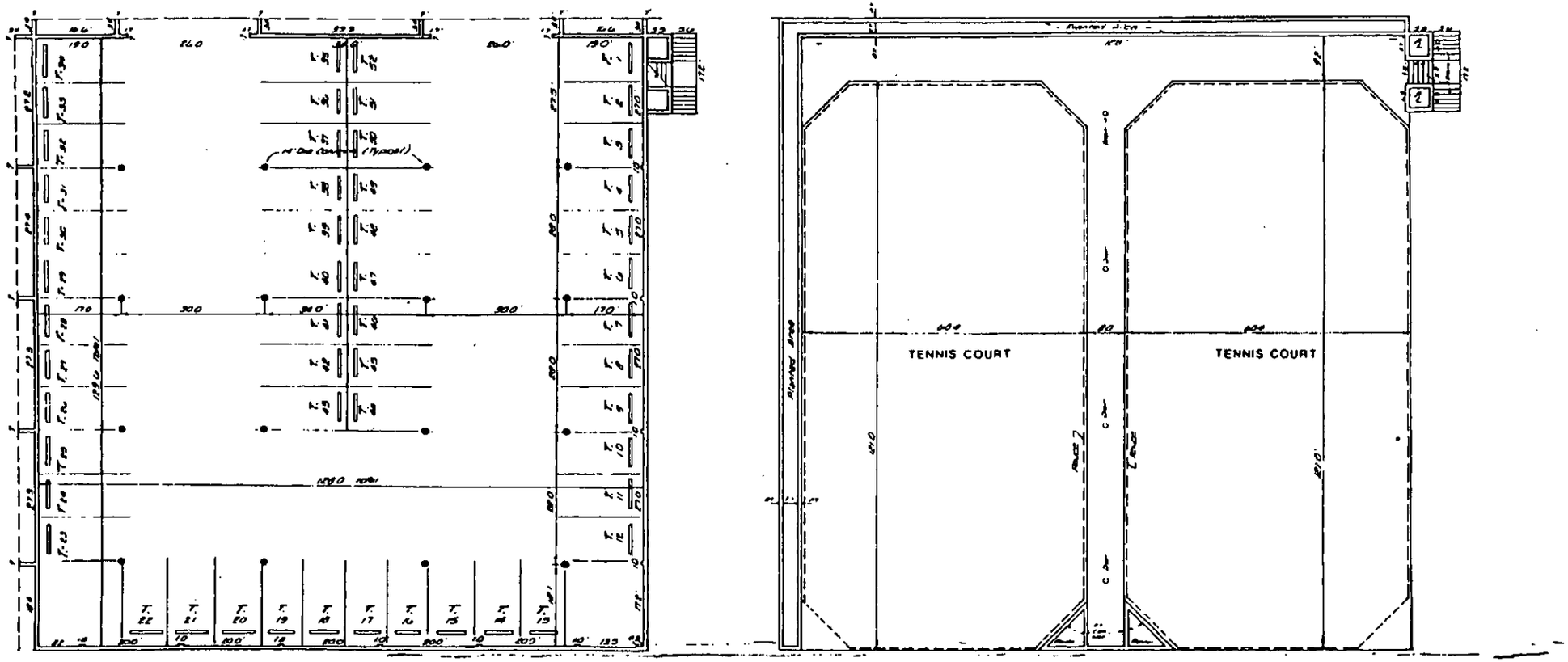
ROOF PLAN
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK'D	PG/NO.
ASBUILTS	5/18/85	ALM	MGP	

SCALE 1" = 8.0'
DR'N BM
CK'D MGP
DATE APRIL 1985
F.B. PG.
JOB NO. 84-0190
FILE NO. C2

OR 5705 Pg 1512

Mizner Court — condominium I Phase II



DIMENSIONS SHOWN ARE ASBUILTS

SHEET 18 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1200 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

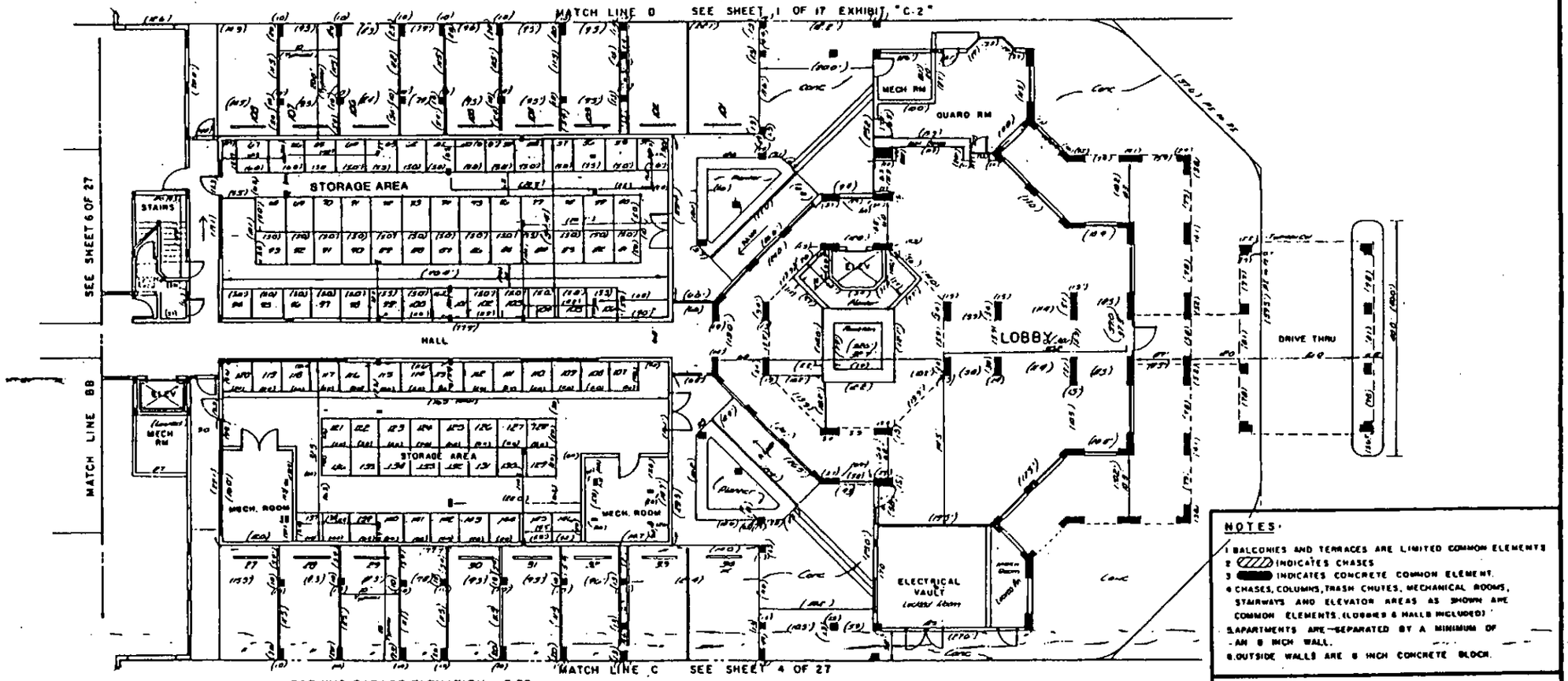
PARKING GARAGE / TENNIS COURTS
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATED (MAJOR) REVISIONS	DATE	BY	CK'D	F.B./PG.
Add Parking #5 (T)	4-10-87	RLN	DLD	MRT

SCALE 1" = 10'
BY RLN
CK'D
DATE MARCH 13, 1987
F.B. PG.
JOB NO. 870 (2087)
FILE NO. C-2

OR5 5705 Pg 1513

Mizner Court — condominium I
Phase I



NOTES:
1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ▬ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS. (LOBBIES & HALLS INCLUDED)
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION	A.00'
FINISHED CEILING ELEVATION	(A.33'

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 5 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1387 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

CENTER TOWER · GROUND LEVEL
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	FB/PG	SCALE 1" = 80'
Added P.B.	4/88	RLV			BY RN
Per Planning Comments 1 of 4 10-12-88	10-88	RLV			CK'D RLP-S
					DATE APRIL 1988
					FB PG
					JOB NO 84-0190
					FILE NO C0

RECORD VERIFIED
PALM BEACH COUNTY, FLA.

ORB 5705 Pg 1514

JUL-05-1988 01:41pm 88-181624

ORB 5727 Pg 283

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR MIZNER COURT CONDOMINIUM I, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 5573, PAGE 1852 AND AMENDED IN OFFICIAL RECORDS BOOK 5705, PAGE 1486 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

This Second Amendment to Declaration of Condominium (the "Declaration") for Mizner Court Condominium I, A Condominium (the "Condominium"), is made by Mizner Court Associates Joint Venture, a Florida general partnership ("Developer"):

W I T N E S S E T H:

1. Attached hereto and made a part hereof is an Affidavit prepared by Michael G. Purmort & Associates, Inc., a Registered Florida Land Surveyor, dated June 28, 1988 setting forth a scribner's error to the Amendment of Declaration.

2. This Amendment constitutes an Amendment authorized and required by Article XIX of the Declaration and evidences and reflects a correction to the identification of certain Units. Developer hereby ratifies, approves and confirms the Declaration as originally made and recorded in the Public Records of Palm Beach County, Florida, and declares that the same remain in full force and effect according to its terms except as amended hereby.

3. Exhibit C-2, sheets 4 of 18, 7 of 18, 10 of 18, 13 of 18, and 16 of 18, of the Declaration are hereby deleted in their entirety, and the sheets attached hereto as Exhibit C-2, sheets 4 of 18, 7 of 18, 10 of 18, 13 of 18, and 16 of 18 are substituted in their place and stead for the purpose of renumbering certain Units.

4. When filed in the Public Records of Palm Beach County, Florida, this Second Amendment to the Declaration and the Certificate and Exhibits attached hereto shall be incorporated by reference and made part of as fully, as if set forth therein ab initio, the Declaration.

IN WITNESS WHEREOF, Developer has caused the foregoing Second Amendment to Declaration of Condominium for Mizner Court Condominium I, A Condominium to be executed, and its corporate seal to be hereunto affixed, by its undersigned duly authorized officer, the 29th day of June, 1988.

THIS INSTRUMENT WAS PREPARED BY:

Roy D. Oppenheim
White & Case
200 South Biscayne Boulevard
47th Floor
Miami, Florida 33131

Return to: Gold Coast Title Co. West
5530 Glades Road - D-1
Boca Raton, Florida 33431
Will Call 19

Mizner Court Associates Joint Venture, a Florida General Partnership

By: Arvida/JMB Partners L.P., a Delaware limited partnership, as a General Partner

By: Arvida/JMB Managers, Inc., an Illinois corporation, as general partner

By: _____
Vice President

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

BEFORE ME, the undersigned authority personally appeared PATRICK E. SESSIONS, to me known to be the Vice President of ARVIDA/JMB MANAGERS, INC., an Illinois corporation as the general partner of ARVIDA/JMB PARTNERS L.P., a Delaware Limited Partnership, as general partner of MIZNER COURT ASSOCIATES JOINT VENTURE, a Florida general partnership, who acknowledged before me that he did, as such officer, execute the foregoing instrument for the purposes therein expressed, on behalf of said corporation and the partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 29th day of June, 1988.

_____
Notary Public
State of Florida at Large

My commission expires:

9-3-90

(Seal)

HARRY BINNIE NOTARY PUBLIC STATE OF Florida

A F F I D A V I T

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared MICHAEL G. PURMORT, who being first duly sworn deposes and says:

1.) That he is a Registered Land Surveyor, licensed in the State of Florida, his registration number is 2720.

2.) That he has supervised the surveying work required for the Condominium Documents for Mizner Court Condominium I - Phase II and have found scrivenor's errors: The corrections are as follows:

a. On Sheet 7 of 18, Unit Number 252 is now shown as Unit Number 253; they are one and the same.

b. On Sheet 4 of 18, Unit Number 152 is now shown as Unit Number 153; they are one and the same.

c. On Sheet 10 of 18, Unit Number 352 is now shown as Unit Number 353; they are one and the same.

d. On Sheet 13 of 18, Unit Number 452 is now shown as Unit Number 453; they are one and the same.

e. On Sheet 16 of 18, Unit Number PH52 is now shown as Unit Number PH53; they are one and the same.

FURTHER AFFIANT SAYETH NAUGHT.

MICHAEL G. PURMORT

SWORN TO and SUBSCRIBED before me this 28th day of June, 1988.

Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 17, 1991
Bonded Thru Troy Fain - Insurance Inc.

Mizner Court — condominium I Phase II

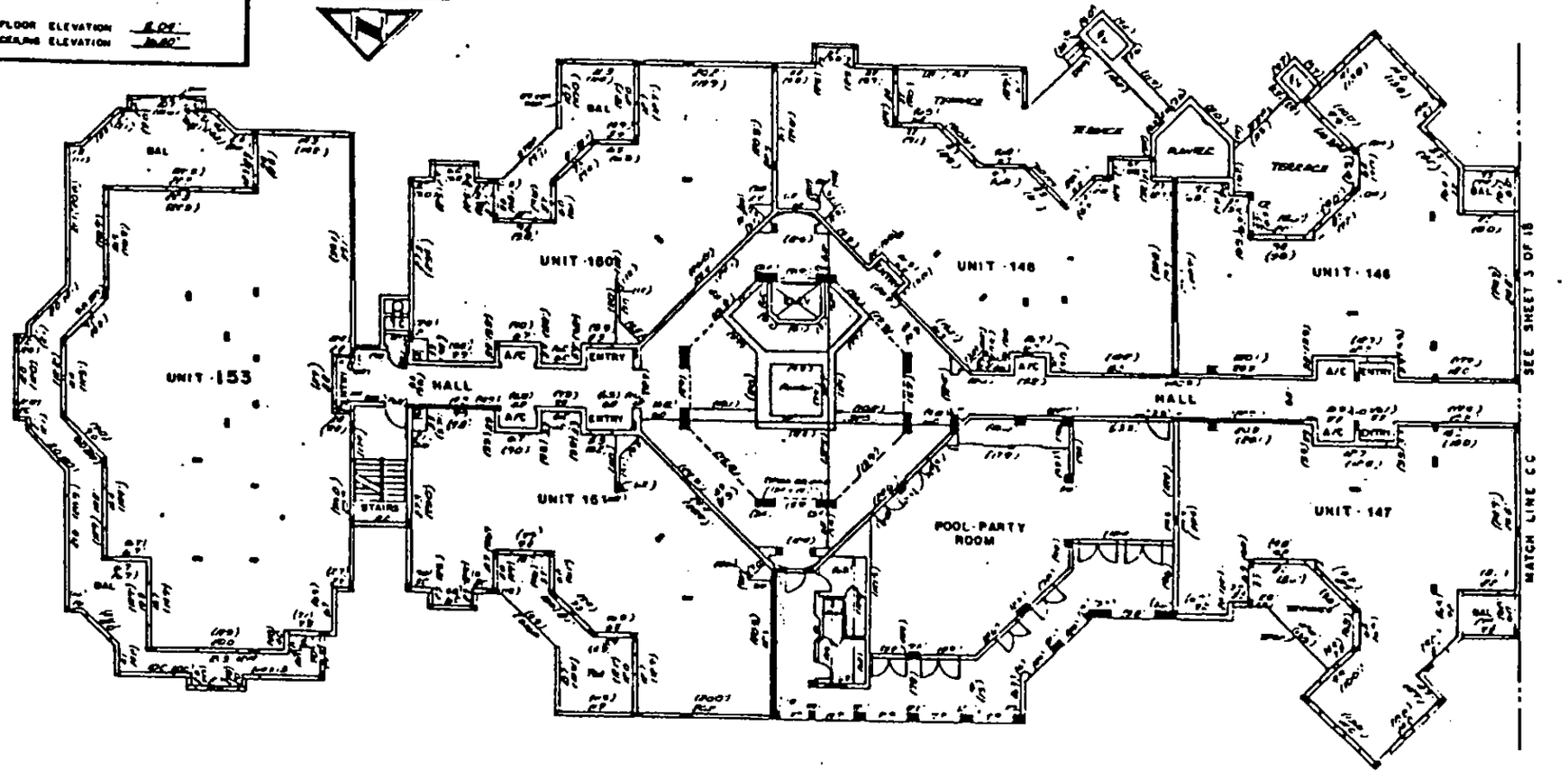
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ▬ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 8.00'
FINISHED CEILING ELEVATION 18.80'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 4 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1001 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

SOUTH TOWER · GROUND LEVEL
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

Revised 8/10/83					SCALE 1" = 8'-0"
					DATE APRIL 1983

ORB 7277 Pg 2286

Mizner Court — condominium I Phase II

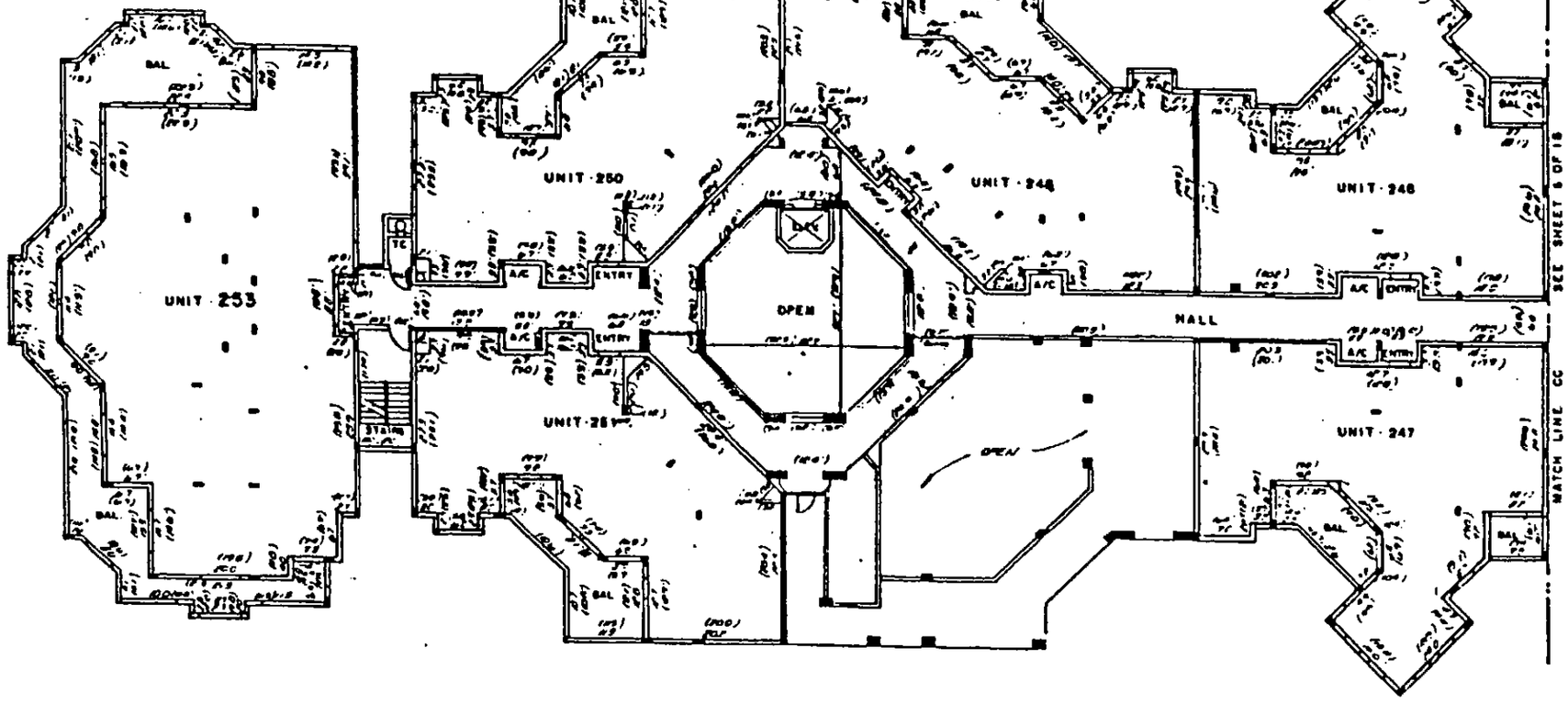
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. (CHASE) INDICATES CHASES
3. (CONC) INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION +9.00'
FINISHED CEILING ELEVATION +18.67'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 7 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1001 EAST NEWPORT CENTER DRIVE, SUITE 210, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0001

SOUTH TOWER · 2 nd FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES (date) REVISIONS	DRAWN	CHECKED	SCALE	DATE
Add Unit 253	ABC	ABC	1" = 10'	APRIL 1983

ORB 2787 Pg 2287

Mizner Court — condominium I Phase II

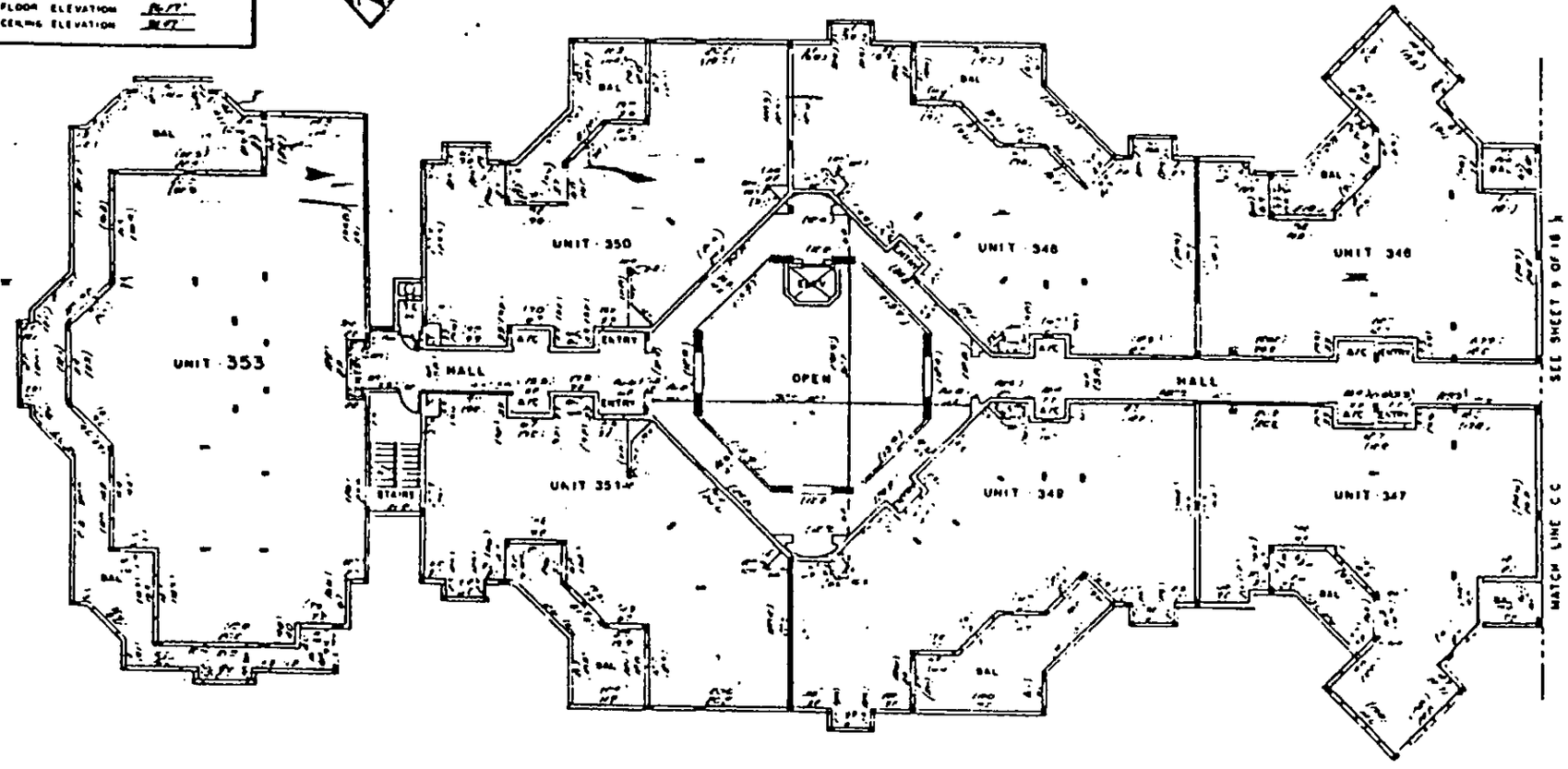
NOTES:

1. BAL. CONST. BAL. TERRACES ARE LIM. TED COMMON ELEMENTS
2. C INDICATES CHASES
3. [redacted] INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
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ELEVATIONS

FINISHED FLOOR ELEVATION [redacted]
FINISHED CEILING ELEVATION [redacted]

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
[redacted]

SOUTH TOWER · 3rd FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

SHEET 10 OF 18

Revised per Title Opinion	[redacted]				

ORB 5727 Pg 2288

Mizner Court — condominium I Phase II

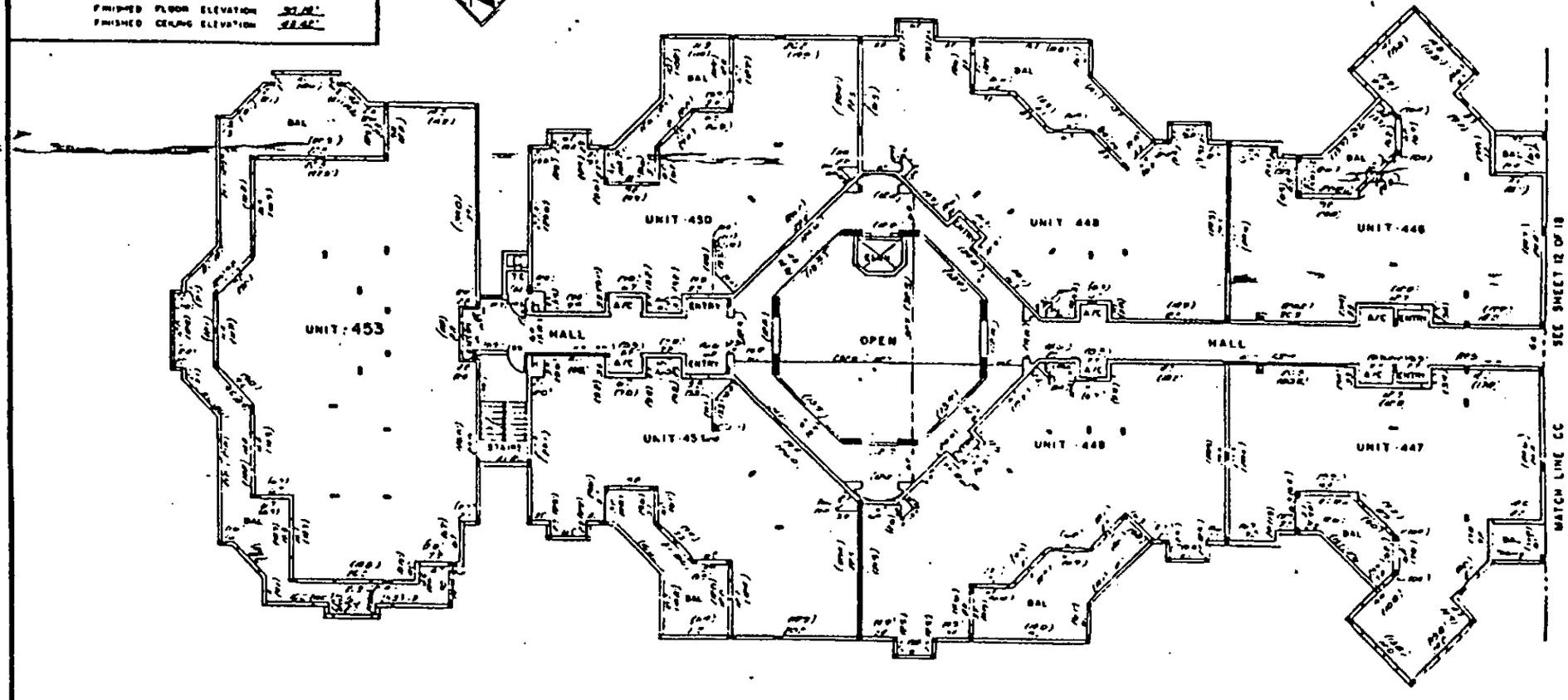
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. [illegible] INDICATES LIMITED COMMON ELEMENT
3. [illegible] INDICATES CONCRETE COMMON ELEMENT
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ELEVATIONS

FINISHED FLOOR ELEVATION [illegible]'
FINISHED CEILING ELEVATION [illegible]'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 13 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
[illegible]

SOUTH TOWER · 4th FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

ORB [illegible]

Mizner Court — condominium I Phase II

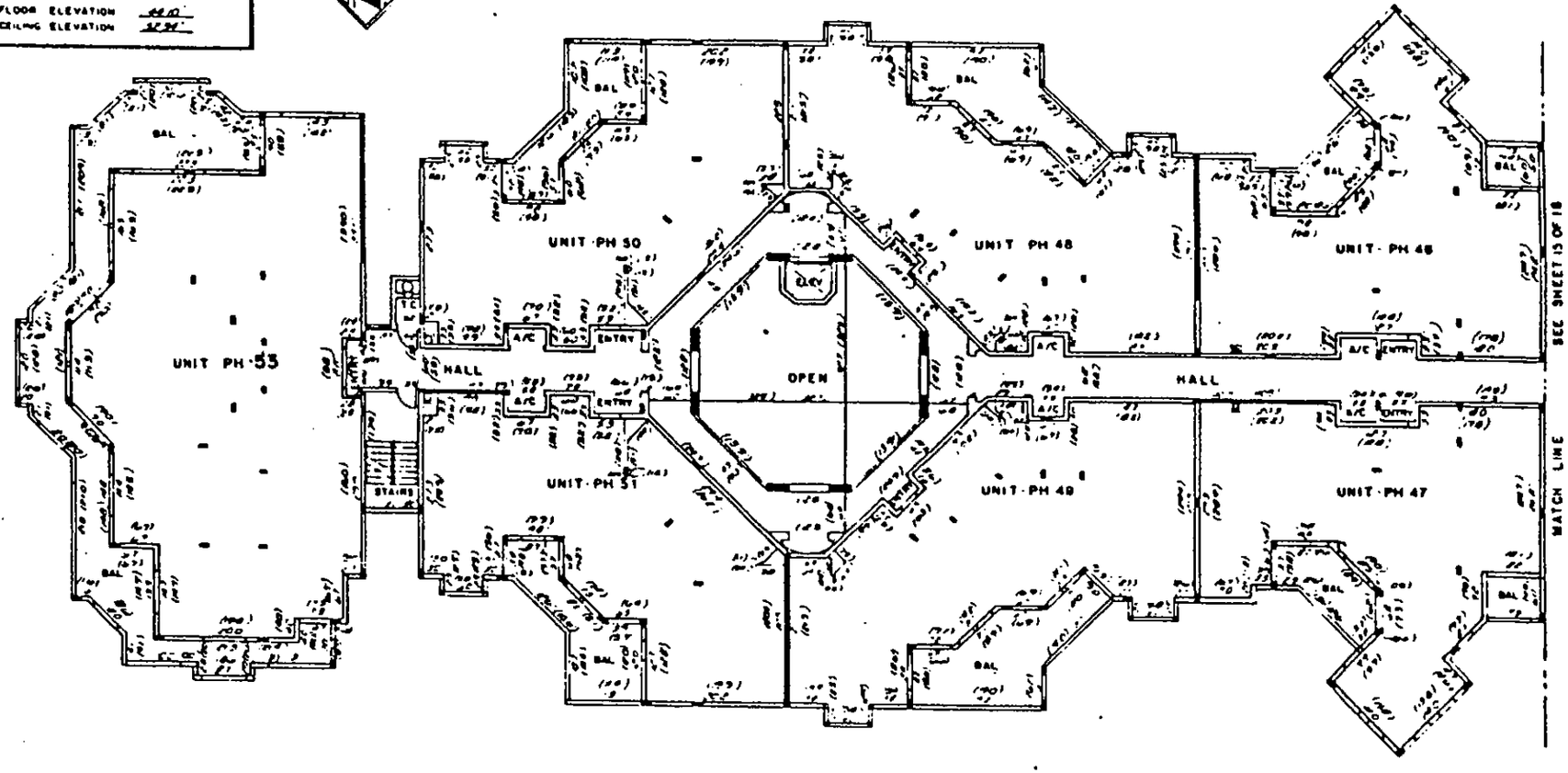
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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION 44.10
FINISHED CEILING ELEVATION 52.94'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 16 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1001 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0001

SOUTH TOWER · 5th FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES	DATE	BY	CHK'D	APP'D
REVISED PER COMMENTS	3/26	RM		RM

SCALE 1" = 8'-0"
BY RM
CHK'D
DATE APRIL 1987
F.B. PG.
JOB NO. 86-0180

RECORD VERIFIED
PALM BEACH COUNTY FLA

ORB 5727 Pg 290

This Instrument was prepared by
and should be returned to
Robert M. Schwartz, Esquire
ROBERT MARC SCHWARTZ, P.A.
102 North Swinton Avenue
Delray Beach, FL 33444

JUN-16-1997 1:32PM 97-211640
ORB 9843 Pg 1251

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM FOR MIZNER COURT CONDOMINIUM I, A CONDOMINIUM

WHEREAS, the DECLARATION OF CONDOMINIUM For, MIZNER COURT CONDOMINIUM I, A CONDOMINIUM was recorded on February 12, 1988, in Official Record Book 5573, at Page 1852, of the Public Records of Palm Beach County, Florida (the "Declaration"): and

WHEREAS, The First Amendment to the DECLARATION OF CONDOMINIUM FOR MIZNER COURT CONDOMINIUM I, A CONDOMINIUM was recorded on May 7, 1997, in Official Record Book 9782, at Pages 1173 thru 1176 inclusive, of the Public Records of Palm Beach County, Florida (the "First Amendment"); and

WHEREAS, pursuant to the provisions of Article XIX., Section A, of the Declaration, at a duly called and held meeting of the Members of MIZNER COURT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, held on the 3rd day of February, 1997, the Declaration was again amended by the affirmative vote of the owners of more than Seventy-Five Percent (75%) of the Units which were represented in person or by proxy at said meeting, at which meeting a quorum was present.

NOW, THEREFORE, the Declaration be, and the same is hereby, amended in accordance with the MIZNER COURT CONDOMINIUM I AMENDMENT TO DECLARATION OF CONDOMINIUM which is attached hereto; which document is a true and correct copy of the Amendment as adopted by the owners of the Units.

WE HEREBY CERTIFY that the attached Amendment was duly adopted as an Amendment to the Amended Declaration in the manor provided for therein at a duly called meeting held on the 1st day of February, 1993, at which meeting a quorum was present.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10 day of ~~May~~ JUNE, 1997.

Witnesses

MIZNER COURT CONDOMINIUM ASSOCIATION, INC.
a Florida Corporation not-for-profit

By: John Imperial, Pres
John Imperial, President

(corporate seal)

STATE OF FLORIDA]

COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this 10 day of ~~May~~ JUNE, 1997, by John Imperial , as President, of MIZNER COURT CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, on behalf of the corporation, who is (personally known to me) ~~(has produced)~~ _____ ~~(type of identification) (as identification)~~ and who ~~(did~~/did not) take an oath.

Kathryn I. Concepcion
(Signature of person taking acknowledgment)

KATHRYN I. CONCEPCION
(Name typed, printed or stamped)

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires: 4/21/2000
Serial Number CC549008

OFFICIAL NOTARY SEAL
KATHRYN I CONCEPCION
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC549008
MY COMMISSION EXP. APR. 21,2000

ORB 9843 Pg 1253
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

MIZNER COURT CONDOMINIUM AMENDMENT TO DECLARATION OF CONDOMINIUM

(additions are indicated by underlining; deletions are indicated by "--------")

XII. OWNERSHIP AND USE RESTRICTIONS

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

A. Units.

Each unit shall be used as a single family residence only; ~~except as otherwise herein expressly provided~~. A unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' ~~families~~ family and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, and such persons' ~~families~~ family and guests: (i) an individual lessee or sublessee, (ii) an officer director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. Each Owner shall notify the Board, in writing, as to the name of the person who shall be designated by the Owner to be the designated occupant of each Unit owned by the Owner. Such designated occupant of the unit, and such persons' family and guests shall be the only occupants permitted to reside in such Unit until such time, if any, that the Owner notifies the Board, in writing, that there has been a change in the designated occupant. No Owner may change the designated occupant of a Unit more than one (1) time in any calendar year, except in the case of a new lessee, or sublessee, of the Unit, as provided for in Article E. herein below. "~~Families~~" "Family" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children, grandchildren, unmarried couples and housekeepers. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

This Instrument was prepared by
and should be returned to
Robert M. Schwartz, Esquire
Robert Marc Schwartz, P.A.
102 North Swinton Avenue
Delray Beach, FL 33444

MAY-07-1997 12:52PM 97-161600
ORB 9782 Pg 1173

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM FOR MIZNER COURT CONDOMINIUM I, A CONDOMINIUM

WHEREAS, the DECLARATION OF CONDOMINIUM For, MIZNER COURT CONDOMINIUM I, A CONDOMINIUM was recorded on February 12, 1988, in Official Record Book 5573, at Page 1852, of the Public Records of Palm Beach County, Florida (the "Declaration"): and

WHEREAS, pursuant to the provisions of Article XIX., Section A, of the Declaration, at a duly called and held meeting of the Members of MIZNER COURT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, held on the 1st day of February, 1993, the Declaration was amended by the affirmative vote of the owners of more than Seventy-Five Percent (75%) of the Units which were represented in person or by proxy at said meeting, at which meeting a quorum was present.

NOW, THEREFORE, the Declaration be, and the same is hereby, amended in accordance with the MIZNER COURT CONDOMINIUM I AMENDMENT TO DECLARATION OF CONDOMINIUM which is attached hereto; which document is a true and correct copy of the Amendment as adopted by the the owners of the Units.

WE HEREBY CERTIFY that the attached Amendment was duly adopted as an Amendment to the Amended Declaration in the manor provided for therein at a duly called meeting held on the 1st day of February, 1993, at which meeting a quorum was present.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29 day of April, 1997.

Witnesses

MIZNER COURT CONDOMINIUM
ASSOCIATION, INC.
a Florida Corporation not-for-profit

By: _____
John Imperial, President

(corporate seal)

STATE OF FLORIDA]

COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this 29 day of April, 1997, by John Imperial , as President, of MIZNER COURT CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, on behalf of the corporation, who is (personally known to me) ~~(has produced)~~ _____ ~~(type of identification) (as identification)~~ and who (~~did~~/did not) take an oath.

OFFICIAL NOTARY SEAL
KATHRYN I CONCEPCION
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC549008
MY COMMISSION EXP. APR. 21,2000

(Notary Seal)

Kathryn I. Concepcion
(Signature of person taking acknowledgment)

KATHRYN I. CONCEPCION
(Name typed, printed or stamped)

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires: 4/21/2000
Serial Number CC549008

MIZNER COURT CONDOMINIUM I
AMENDMENT TO
DECLARATION OF CONDOMINIUM

(Additions are indicated by underlining; deletions are indicated by "———")

XII. OWNERSHIP AND USE RESTRICTIONS

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

E. Leasing.

No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Leasing of Units shall also be subject to the prior written approval of the Association. No Unit shall be leased more than ~~twice each year~~ once in a twelve (12) month period and no Unit may be leased or rented for a period of less than three (3) months. No subleases or assignment of existing leases shall be permitted Leases for a period of more than one (1) year must be re-approved by the Board of Directors annually. Any lease renewal must be approved by the Board of Directors. Unit Owners wishing to lease their Units shall be required to submit a copy of the proposed lease, together with an application to lease, to the Board of Directors for their approval, accompanied by a One Hundred

Dollar ($100.00) non-refundable check made payable to Mizner Court Condominium Association, Inc., and shall also be required to place in escrow with the Association the sum of $500.00 which may be used by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Five Hundred Dollar ($500.00) deposit shall be held in a non-interest bearing bank account. A copy of the Rules and Regulations shall be given to every lessee, who shall, as a condition to the approval of the lease, sign a written statement agreeing to accept and abide by the Rules and Regulations. When the lease period is terminated, if there is no damage to the Common Areas, the deposit will be refunded. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed $50.00 shall be returned to the Unit Owner within ninety (90) days after the tenant and all subsequent tenants permanently vacate the Unit. All leases shall also comply with and be subject to the provisions of Article IX hereof. During any period of time in which a lease of a Unit is in effect, the Owner(s) of the Unit shall not be permitted to use the Common Area Facilities.

02/20/2003 15:46:39 20030097137
OR BK 14823 PG 0220
Palm Beach County, Florida

This Instrument was prepared by
and should be returned to
Robert M. Schwartz, Esquire
ROBERT MARC SCHWARTZ, P.A.
102 North Swinton Avenue
Delray Beach, FL 33444

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM FOR MIZNER COURT CONDOMINIUM I, A CONDOMINIUM

WHEREAS, the DECLARATION OF CONDOMINIUM for MIZNER COURT CONDOMINIUM I, A CONDOMINIUM was recorded on February 12, 1988, in Official Record Book 5573, at Page 1852, of the Public Records of Palm Beach County, Florida (the "Declaration"): and

WHEREAS, pursuant to the provisions of Article XIX., Section A, of the Declaration, at a duly called and held meeting of the Members of MIZNER COURT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, held on the 26th day of August, 2002, the Declaration was amended by the affirmative vote of the owners of more than Seventy-Five Percent (75%) of the Units which were represented in person or by proxy at said meeting, at which meeting a quorum was present; and

WHEREAS, the AMENDMENT TO DECLARATION OF CONDOMINIUM that was recorded on September 9, 2002, in Official Record Book 14175 at Page 0333 of the Public Records of Palm Beach County Florida purporting to accurately reflect the amendment that was approved on August 26, 2002, contained an error; and

WHEREAS, the attached Corrected MIZNER COURT CONDOMINIUM AMENDMENT TO DECLARATION OF CONDOMINIUM accurately reflects the amendment that was approved on August 26, 2002.

NOW, THEREFORE, the Declaration be, and the same is hereby, amended in accordance with the Corrected MIZNER COURT CONDOMINIUM I AMENDMENT TO DECLARATION OF CONDOMINIUM which is attached hereto; which document is a true and correct copy of the Amendment as adopted by the owners of the Units.

Dorothy H. Wilken, Clerk

Corrected

MIZNER COURT CONDOMINIUM AMENDMENT TO DECLARATION OF CONDOMINIUM

(additions are indicated by underlining; deletions are indicated by "--------")

IX. INSURANCE.

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

A. Duty and Authority to Obtain.

The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit Owners and their mortgagees. The Owner of each Unit may, at the expense of such Owner, obtain insurance coverage against damage to those portions of their Unit not insured by the Association and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others; provided, that each policy of such insurance purchased by a Unit Owner shall, where such provisions is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit Owners, the Association, and their respective employees, agents, guests and invitees.

B. Required Coverage.

The Association shall purchase and carry insurance coverage as follows:

(1) Casualty Insurance.

Casualty Insurance covering all of the buildings, the association property, the common elements and the condominium property, all as defined in the Florida Condominium Act Chapter 718 Florida Statutes as same may be amended from time to time ~~and other improvements of the Condominium, including, without limitation, Units, Limited Common Elements and Common Elements,~~ in an amount equal to the maximum insurance replacement value thereof (subject to reasonable deductible clauses) exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association, such insurance to afford protection against:

WE HEREBY CERTIFY that the attached Corrected Amendment was duly adopted as an Amendment to the Declaration for Mizner Court Condominium I, a Condominium in the manor provided for therein at a duly called meeting held on the 26th day of August, 2002 at which meeting a quorum was present.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14 day of February, 2003.

Witnesses

Kathryn I. Concepcion

MIZNER COURT CONDOMINIUM ASSOCIATION, INC.
a Florida Corporation not-for-profit

By: Paul Courtney
Paul Courtney, President

(corporate seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14 day of February, 2003, by Paul Courtney, as President of MIZNER COURT CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, on behalf of the corporation, who is (personally known to me) (has produced) _____ (type of identification) (as identification) and who (did/did not) take an oath.

Kathryn I. Concepcion
(Signature of person taking acknowledgment)

KATHRYN I. CONCEPCION
(Name typed, printed or stamped)

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires: 4/21/2006
Serial Number CC925741

(Notary Seal)

KATHRYN I. CONCEPCION
Notary Public - State of Florida
My Commission Expires Apr 21, 2006
Commission # CC925741

DECLARATION OF MAINTENANCE COVENANTS FOR MIZNER VILLAGE

THIS DECLARATION, made this ____ day of _____, 1985, by MIZNER COURT ASSOCIATES JOINT VENTURE (the "Developer"), a Florida general partnership, which hereby declares that the real property described in Article II herein which is owned by Developer (hereinafter referred to as "Mizner Village") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

A. "Association" shall mean and refer to the Mizner Village Maintenance Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association make reference. Copies of the Articles and By-Laws are attached hereto and made a part hereof as Exhibits A and B, respectively.

B. "Developer" shall mean and refer to Mizner Court Associates Joint Venture, a Florida general partnership, and its successors or assigns if any such successor or assign acquires the undeveloped portion of Mizner Village from the Developer for the purpose of development and is designated as such by Developer. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Development. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference herein to Developer as developer of Mizner Village is not intended, and shall not be construed, to impose upon Developer any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Units (hereinafter defined) within Mizner Village from Developer and develop and resell the same.

C. "Mizner Village" or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof.

D. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Unit which is a part of the Property, including contract sellers (but not contract purchasers) and Developer.

E. "Common Area" shall mean and refer to all real and/or personal property held and intended for the common use and enjoyment of the members of the Association which the Association and/or the Developer owns, or in which the Association and/or the Developer has an interest (whether or not said real and/or personal property is within the boundaries of Mizner Village) including, without limitation, a right of use.

F. "Unit" shall mean and refer to any platted subdivision lot or parcel, any dwelling unit or condominium unit in any of the Property described in Article II herein below, on which a residential structure or condominium unit could be constructed, whether or not one has been constructed.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property of Mizner Village which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally described as:

See Schedule "1" attached hereto and by this reference made a part hereof.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto and to file declarations of condominium and/or amendments thereto with respect to any undeveloped portion or portions of the Property. Provided however, all such platting or replatting must be in compliance with applicable government law and ordinances.

Section 3. Submitting of Land and Additional Land to this Declaration. Developer may, but shall have no obligation to, subject or add at any time or from time to time to the scheme of this Declaration portions of the land hereinabove described or additional lands or withdraw at any time or from time to time portions of the land subjected to this Declaration, provided only that (a) any lands from time to time added to the scheme of this Declaration shall be within the area described in Article II, Section 1 hereof or shall be contiguous to property then subject to the scheme of this Declaration, (b) upon addition of any lands to the scheme of this Declaration, the owners of property therein shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of Association expenses, and (c) neither the addition or withdrawal of lands as aforesaid shall, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right so to amend and supplement this Declaration without the joinder or consent of the Association or of any Owner and/or mortgagee of land in Mizner Village.

ARTICLE III
PROPERTY RIGHTS

Section 1. Title to Common Area. The Developer will convey or dedicate to the Association, at such times as it in its sole discretion deems appropriate, the title to the roads, waterways, lake bottoms and other areas (exclusive of areas to be retained by Developer) which are for the use and benefit of all of the Owners of property in Mizner Village subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record and for drainage and public utilities, and to perpetual non-exclusive easements for ingress to and egress from Developer's property in Mizner Village for Developer, its invitees, licensees, successors and assigns. Any roads, lake bottoms, waterways and other areas which are for the use and benefit of only the Owners of a particular area may, at the discretion of the Developer, be conveyed to a property owner's association for such area or the use of the same may be so limited by appropriate restrictions.

Section 2. Owner's Easements of Enjoyment. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Area which shall be appurtenant, and shall pass with the title, to every Unit subject to the following:

A. The right of either the Developer or of the Association (in accordance with its Articles and By Laws), whichever holds title to the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties;

B. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

D. All provisions of this Declaration, any plat or declaration of condominium affecting all or any parts of the Property, and the Articles and By-Laws of the Association;

E. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association including reasonable admission charges if deemed appropriate;

F. Restrictions contained on any and all parts of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property; and

G. Terms and conditions contained in the Lake Maintenance Agreement with the City of Boca Raton, Florida, dated _____, 1985, and recorded in Official Records Book ___, Page ___ through ___ inclusive, of the Public Records of Palm Beach County, Florida.

ARTICLE IV
MAINTENANCE ASSOCIATION

The Developer has caused to be incorporated, a corporation not for profit known as MIZNER VILLAGE MAINTENANCE ASSOCIATION, INC., in accordance with the Articles of Incorporation of which a copy is annexed hereto as Exhibit A and made a part hereof by reference. A copy of the By Laws of the Association is attached hereto as Exhibit B.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Unit, including the Developer at all times as long as it owns any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit which is subject to assessment.

Section 2. Classes and Voting. The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of the Association.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessments or charges, (2) any special assessments for capital improvements or major repair and (3) exterior maintenance assessments (as set forth hereinafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the maximum rate permissible by law per annum and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the land and shall be continuing lien upon the Unit(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment. Notwithstanding any provisions herein to the contrary, no assessments will be levied against Units owned by the Developer. However, as long as assessments are not being levied against Developer's Units, Developer will pay to the Association the amount of the actual expenses incurred by the Association during that period of time which are not paid for by the assessments collected by all other Unit Owners.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Mizner Village and in particular for the improvement and maintenance of the Common Area and of any easement in favor of the Association, including but not limited to, the cost of street lighting, taxes on the Common Area, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association. Additionally, assessments may be levied by the Association to maintain the drainage areas and/or to reimburse the City of Boca Raton, Florida, in the event the City is required to maintain the drainage areas pursuant to the Lake Maintenance Agreement referred to in Article III, Section 2.G hereinabove.

Section 3. Annual Assessments. The Board of Directors of the Association (the "Board") shall fix the

assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors shall be dispositive.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Unit in Mizner Village except as otherwise provided in Article XIII hereof.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, extraordinary repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members of the Board of Directors of the Association.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment, and any such assessment shall be payable in advance in monthly, quarterly, semiannually or annual installments, as determined by the Board.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of, the assessment against each Unit, and other portions of the Property, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

Notwithstanding any provision herein contained, the Board of Directors may cooperate with any property owner's association in any area of Mizner Village and/or with any condominium association which administers the affairs of a condominium located in Mizner Village, in the collection of assessments. The assessments provided for herein may be collected for and remitted to the Association by any such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate. Further, at the discretion of the Board of Directors, the Association may require that any property owner's association in any area of Mizner Village and/or any condominium association which administers the affairs of a condominium located in Mizner Village bill for or collect and remit assessments on behalf of the Association.

The Association shall, upon demand, at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Lien, the Personal Obligation, Remedies of Association. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with interest thereon and the cost of collection thereof, and thereupon will become a continuing lien on the Unit which shall bind such Unit in the hands of the then owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied. The lien of the Association shall be effective from and after recording, in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Unit encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date originally due at the maximum rate permissible by law per annum, and the Association may at any time thereafter bring an action to foreclose the lien against the Unit(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action. No conveyance or transfer of any interest in any Unit shall be valid unless all assessments due have been paid.

Section 9. Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other article of this Declaration, shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust or other entity which may be approved by the Board of Directors from time to time as to superiority of lien (except from buyer to seller of a Unit), which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit by deed in lieu of foreclosure of such mortgage; provided, however, any such Unit shall be liable, following such sale, for a pro rata share of any unpaid assessments against such Unit accruing prior to such sale, in common with all other Property. No sale or other transfer shall relieve any Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

B. All of the Common Area as defined in Article I hereof; and

C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed by the Association.

Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer (or any of its affiliates) is the Owner of any Unit or undeveloped property within the Property, Developer shall have the option, in its sole discretion, to (i) pay assessments on the Units owned by it, (ii) pay assessments only on certain designated Units (e.g. those under construction or those for which a Certificate of Occupancy has been issued) or (iii) not paying assessments on any Units and in lieu thereof funding any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than the Developer. The deficit to be paid under option (iii) above, shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees payable to any manager, who may be an affiliate of Developer) and (b) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option stated above under which Developer is making payments to the Association by written notice to such effect to the Association. If Developer at any time elects option (ii) above, it shall not be deemed to have elected option (iii) as to the Units which are not designated under option (ii). When all Units within the Property are sold and conveyed to purchasers, neither Developer nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

Section 11. Association Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, if any, and the entire amount of all special assessments, may be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 12. Specific Damage. Owners (on their behalf and on behalf of their children and guests) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a special assessment may be levied therefor against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other assessments, including but not limited to, the lien and foreclosure procedures.

ARTICLE VI
EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area the Association may provide exterior maintenance upon any Unit requiring same, when necessary in the opinion of the Board of Directors of the Association to

preserve the beauty, quality and value of the neighborhood, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard clean up and/or maintenance; provided however, to the extent such maintenance is provided by a property owner's or condominium association for the area or Unit in question, such maintenance shall not be duplicated by the Association. The Association shall also maintain any of the unpaved areas in the Property and any of the land abutting any waterway edges to the extent that the same are not otherwise being maintained. All Owners of any single family platted lots on the Property will be required to maintain unpaved rights of way that are adjacent to their lot and any of the land abutting waterway edges which is adjacent to their lot.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Unit or Units upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the Units involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Units in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Unit(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

Section 3. Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Unit(s) or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Unit, nor shall any addition, change or alteration therein or thereof be made including the movement, destruction or construction of interior Unit walls, doors, floors or ceilings, or the enclosing of any areas, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and general aesthetic desirability. It shall be the burden of each Owner to supply completed plans and specifications to the Association or the Architectural Review Board (as hereinafter defined) thereof and no plan or specification shall be deemed approved unless a written approval is granted by the Association or Architectural Review Board thereof to the Owner submitting same. Any change or modification to approved plans

shall not be deemed approved unless a submittal and written approval thereof is granted. Failure to receive approval of the Association, or the architectural control committee thereof, shall give the Association the right to seek injunctive relief from a court of competent jurisdiction to seek correction or removal of the same. The costs of any litigation including attorney's fees, shall be borne by the losing party.

No liability shall accrue to the Developer, Association or Architectural Review Board thereof for granting or withholding of any approvals required, permitted or prohibited hereunder. Approvals in no manner certify the adequacy of the health, safety or welfare of residents or compliance with laws or ordinances. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association contemplated under this Declaration, neither the Developer, the Architectural Review Board nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permission, consents or required approvals, whether given, granted or withheld.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of three (3) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one (1) Unit in Mizner Village. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one (1) Unit in Mizner Village, shall be appointed by, and serve at the pleasure of, the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

A. To require submission to the ARB of three (3) complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, including the movement, destruction or construction of interior unit walls, doors, floors or ceilings, or the enclosing of any areas; or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed in or upon any Unit in Mizner Village so that the ARB may approve or disapprove of any exterior additions, changes, modifications or alterations therein or thereon. In the event that the Unit is subject to the provisions of a declaration of condominium or any other declaration or covenant which requires the prior approval of any such changes, modifications or alterations in the Unit, the approval required thereby must be submitted to the ARB along with the plans and prior to the consideration by the ARB of the approval of any such improvement. All decisions of the ARB shall

be made in writing and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association.

B. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fee, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

Section 4. Submission of Plans and Specifications. The ARB may require that certain changes or modifications to plans be made and will not be required or in any way obligated to approve plans submitted for approval because plans of a similar or identical nature or these same plans have been previously approved by the ARB. The ARB shall not be in any way liable because of its failure to approve or because of its approval of any plans submitted for approval, or for the making of any exceptions or for being inconsistent in granting approvals. No improvement or structure may be commenced, installed or erected until the approval of the ARB has been received, which approval may be arbitrarily withheld. The ARB will not be required to monitor or supervise any construction or alterations in order to determine or assure if the same are being done in the manner anticipated when approval of the same was given, nor will the board be required to determine if all or any appropriate governmental approvals have been obtained in connection with the work approved, nor shall the board be responsible if such approvals have not been obtained. In the event of a dispute between the ARB and the Architectural Review Board of any association at the Property, the decision of the ARB shall be dispositive.

ARTICLE VIII
GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article VIII shall be applicable to all Units situated within the Property.

Section 2. Land Use. No Unit shall be used except for residential purposes. Temporary uses for model homes, parking lots and/or sales offices shall be permitted for the Developer until Developer has sold all Units owned by it.

Section 3. Building Location. Buildings shall be located in conformance with the Zoning Code of the City of Boca Raton, Florida, and any specific zoning approvals thereunder, or as originally constructed on the Property by Developer or its successor or assignee. Whenever a variance or special exception as to building location or any other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 4. Easements. Easements for drainage, installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat of the Property and/or in other instruments which may be recorded in the Public Records of Palm Beach County, Florida. Within these easements no structure or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing the Property and the Association and their successors and assigns shall have a perpetual easement for the installation and maintenance of water

lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Units and/or the Common Areas, under and through the utility easements as shown on the plat or are placed of record and under and through such portions of the rear of each of the buildings, as such buildings may from time to time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation and maintenance caused the damage. All utilities within the subdivisions, whether in streets, rights of way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground. Additionally, any single family lot platted on the Property shall have a three foot (3') easement along the adjoining lot for purposes of roof overhang, gutters, drainage and maintenance of the same and other required maintenance of adjacent structures.

Section 5. Nuisances. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Unit Owners. Any activity at a Unit which interferes with television, cable or radio reception at another Unit shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or may become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 6. Temporary Structures. No structure of a temporary character, or trailer, mobile home or recreational vehicle shall be permitted at or adjacent to any Unit either temporarily or permanently. No gas tank, gas container, or gas cylinder (except gas tanks, gas containers or gas cylinders as placed by the Developer in connection with the installation of swimming pools and/or barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all gas tanks, gas containers and gas cylinders (except gas tanks, gas containers or gas cylinders as placed by the Developer in connection with the installation of swimming pools and/or barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the ARB.

Section 7. Oil and Mining Operations. No drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property nor shall oil wells, tanks, funnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 8. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on or at any Unit, except dogs, cats or other household pets may be kept, subject to rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets

shall be permitted to have excretions on or about the Property except in locations which may be designated from time to time by the Association.

Section 9. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 10. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on the Property, except only during the periods of approved construction on the Property, and except that they may be stored within garages or behind patio walls if not visible from the streets. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick up, delivery and other commercial services. If Developer shall elect to include a storage area for such vehicles, within the Property, all such vehicles, boats, etc., must be stored within such area or within any garage which may be constructed if single family homes are developed on the Property. No vehicular repair or maintenance shall be performed on the Property.

Section 11. Fences. No fence, wall or other structure shall be erected in the front yard, back yard or side yard setback areas of any lot into which the Property may be subdivided, except as originally installed by Developer or its assigns, and except as approved by the ARB.

Section 12. Garbage and Trash Disposal. No garbage, trash or rubbish shall be deposited on or about any Unit except in a walled-in or designated area; provided, however, that the requirements from time to time of the City of Boca Raton for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 13. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any Unit in an area exposed to view from any other Unit. Drying areas may be permitted but will only be in locations approved by the ARB and only when protected from view by screening or fencing approved by the ARB.

Section 14. Waterway Regulation. No docks, bulkheads, mooring, pilings, boat houses or boat shelters of any kind or any construction shall be erected on or over waterways of or lakes within Mizner Village except those constructed by the Developer.

The Association shall have the power to promulgate such rules and regulations as it deems necessary to regulate the use of boats at Mizner Village. Any approval of the use of boats by the Association shall be subject to any and all governmental approvals and permits that may be required.

Shoreline contours of the waterway above or below water and any retaining walls that may be installed by Developer may not be changed without the written approval of the Association, and the ARB. No portion of the Property shall be increased in size by filling in the waters upon which it abuts.

No swimming shall be permitted in the waterway.

Each Owner acknowledges that the Developer may deed any waterway areas to the Association.

Section 15. On-Site Irrigation Systems. Any on-site irrigation and sprinkler systems shall be installed or equipped as necessary so that the water used will not stain any buildings constructed on the Property.

Section 16. Signs. No sign of any kind shall be displayed to the public view on or at any Unit except for signs approved by the ARB.

Section 17. Lighting. No lighting shall be permitted which alters the residential character of Mizner Village. No lighting of tennis courts or outdoor activity areas shall be permitted except as originally installed and designed by Developer.

Section 18. Removal of Trees. Removal of trees is strictly prohibited without the prior consent of the ARB, at which time a replacement tree will be specified. In reviewing building plans if residences are to be developed at the Property, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. As a result, a tree survey will be required clearly indicating which trees will be removed and which trees will remain. No trees of two inches (2") in diameter at one foot (1') above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

Section 19. Window Air Conditioning Units. No window or wall air conditioning units shall be permitted.

Section 20. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail, newspapers or magazines or similar material shall be erected on or at any Unit other than that approved by the Developer. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

Section 21. Utility Connections. Building connections for all utilities, including but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

Section 22. Landscape and Buffer Areas. The Association may specify, from time to time, certain areas which shall be used for landscape and buffer purposes only, which areas shall be maintained by the Association.

Section 23. Miscellaneous. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon the Property, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his lot (if the Property is subdivided to allow fee simple ownership of lots) free of weeds, underbrush or refuse piles, debris or other unsightly growths or objects, then the Association may enter upon said lot and remove the same at the expense of the

Owner, and such entry shall not be deemed a trespass. During construction of a dwelling or other improvement, each Owner will be required to maintain his lot in a clean condition, providing for trash and rubbish receptacles and disposal construction debris shall not be permitted to remain upon any lot.

Section 24. General. All courtyards, if any, shall be maintained in a neat and well kept condition by the Owners. All exterior surfaces of residential Units, including but not limited to, walls, roofs, and windows shall be maintained by the Owners in a neat, clean and well kept condition.

ARTICLE IX
EXEMPTION

Developer and its affiliates shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain ARB approval for any construction or changes which any of them may elect to make at any time.

ARTICLE X
TRANSFER OF UNIMPROVED LOTS

Section 1. Developer's Right of First Refusal. In the event that all or any part of the Property is sold or is subdivided into residential building lots, no lot and no interest therein, upon which a single-family residence has not been constructed (and a Certificate of Occupancy issued therefor) shall be sold or transferred unless and until the Owner of such lot shall have first offered to sell such lot to Developer and Developer has waived, in writing, its right to purchase said lot.

Section 2. Notice to Developer. Any Owner(s) intending to make a bona fide sale of his lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the lot upon the following terms:

A. The price to be paid, and the terms of payment, shall be that stated in the Proposed Contract.

B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase.

If Developer shall fail to exercise or waive exercise of, its right of first refusal within the said thirty (30) days of receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

Section 3. Certificate of Waiver. If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

Section 4. Unauthorized Transactions. Any sale of a lot or any interest therein, upon which a single-family residence has not been constructed (and a Certificate of Occupancy issued therefor), without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

Section 5. Exceptions. This Article X shall not apply to a transfer or sale by any bank, life insurance company, federal or state savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article X apply to a sale by any such institution which so acquires title. Neither shall this Article X require the waiver by Developer as to any transfer of title to a lot at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by the then Owners holding not less than two-third (2/3) of the voting interests of the membership has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or the Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the Public records of Palm Beach County, Florida, at the time of such mailing.

Section 3. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and

recordation of an instrument executed by the President and Secretary of the Association upon approval by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that as long as Developer is the owner of any Unit, or any Property affected by this Declaration, or amendment hereto, or appoints a Director of the Association, no amendment will be effective without Developer's express written joinder and consent. This Declaration may also be amended at any time and from time to time upon the execution and recordation of an instrument executed by the Developer, for the purpose of correcting any scriveners, technical or mechanical error contained herein.

Section 5. Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

ARTICLE XII
CENTRAL TELECOMMUNICATION RECEIVING AND DISTRIBUTION SYSTEM

Section 1. Ownership and Use. Developer reserves and retains to itself, its successors and assigns:

A. The title to any central telecommunication receiving and distribution system which Developer installs or causes to be installed within Mizner Village, and a perpetual easement for the placement and location thereof, including without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and

B. A perpetual easement for ingress to and egress from all parts of Mizner Village to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and

C. The right to connect the central telecommunication receiving and distribution system to such receiving source as Developer may in its sole discretion deem appropriate, including without limitation, companies licensed to provide the CATV service in Palm Beach County, Florida, for which service Developer, its successors and assigns, shall have the right to charge every Association member a reasonable fee not to exceed the maximum allowable charge for CATV service as from time to time defined by the Code of Laws and Ordinances of Palm Beach County, Florida. The provisions of this subsection of this Article XII shall not, however, be applicable to any property which is the subject of this Declaration of Maintenance Covenants which is hereafter owned in fee simple by:

(1) Southern Bell Telephone & Telegraph Company or any of its subsidiary corporations; or

(2) Any successor in title to any property which is hereafter owned in fee simple by Southern Bell Telephone & Telegraph Company or any of its subsidiary corporations; and

D. The right to empower a licensee or franchisee to provide CATV service with Mizner Village and to collect such license or franchise fees in connection therewith as the Developer may, in its sole discretion, deem appropriate.

Section 2. Security Services. Developer, Mizner Village Maintenance Association, Inc. or their successors or assigns or franchisees and the cable telecommunications system operator, may enter into contracts for the provision of security services through the central telecommunications systems. Developer or the Association and their franchisees, and cable telecommunication system operator, do not guarantee or warrant, expressly or impliedly, the merchantability or fitness of use of any such security system or services, or that any system or services will prevent intrusions, fires or other occurrences or the consequences of such occurrences, which the system or services are designed to monitor; and every Owner or occupant of property serviced by the central telecommunications system acknowledges that Developer, the Association or any successor, assign of franchisee or the Developer or the Association and the cable system operator, will not be responsible or liable for losses or injuries resulting from such occurrences. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services, and therefore every Owner or occupant of property receiving security services through the central telecommunication system agrees that Developer, the Association or any successor, assign or franchisee of Developer or the Association and the cable telecommunications system operator assumes no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged, equipment, device, line or circuit, (c) negligence of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the security service provider. Every Owner or occupant of property obtaining security services through the central telecommunications system further agrees for himself, his guests, invitees and licensees that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, the liability, if any of the Developer, the Association, any franchisee of Developer or the Association and the cable system operator or their successors or assigns, for loss or damage sustained shall be limited to a sum not exceed Two Hundred Fifty and No/100 U.S. Dollars ($250.00), which limitation shall apply notwithstanding that the loss or damage results directly or indirectly from negligent performance or non-performance by any officer, agent or employee of the Developer, the Association or any franchisee, successor or assign of the Developer, Association or the cable system operator. Further, in no event will Developer, the Association, the cable system operator or their successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

ARTICLE XIII
PARKING GARAGE

Developer anticipates that it will, but is not obligated to develop that portion of the property within Mizner Village which is legally described on Schedule "2" attached hereto and by this reference made a part hereof with a one story parking garage above which tennis courts will be constructed. These facilities will be maintained by the Association for the benefit and use of the Owners of Units in Mizner Village subject to the right of the Developer to lease such spaces for the exclusive use of Unit Owners at Mizner Village. In the event that parking spaces are

so leased to Unit Owners, such parking space leases will be for a term of at least fifty years and the lessee may be required to make an initial payment under such lease in an amount to be determined by Developer from time to time, which payment will be made directly to Developer in consideration for such lease and the Association will have no right or claim thereto. Developer and Association acknowledge that such initial lease payments are additional and essential consideration for Developer's conveyance of the Property to the Association. Developer will make the parking spaces available for lease to Mizner Village Unit Owners on a first come first serve or other reasonable basis as determined to be appropriate from time to time by Developer, however no such Unit Owner will be entitled to lease more than one such space for each Unit owned in Mizner Village. Developer reserves the right to limit the right of a Unit Owner to a parking space at their particular condominium as long as such Unit Owner is assigned a parking space in the parking garage. The costs attributable to the maintenance, supervision and repair of the leased parking spaces will be separately assessed against the Unit Owners who are leasing such spaces in accordance with a separate budget for such costs as shall be prepared by the Association, which budget and the assessments due pursuant thereto will be collected and will constitute a lien against the Unit owned by the lessee of the parking space in the same manner as Association assessments, shall be due and payable in all respects, together with interest and fees for cost of collection as provided for other assessments of the Association and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereof. Any transfer of a parking space lease will be subject to the prior written approval of the Board and will be only upon such terms, standards and conditions as may be established by the Board in its sole discretion from time to time.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

MIZNER COURT ASSOCIATES JOINT VENTURE, a Florida general partnership

By: Arvida-Mizner Court Associates, Inc., a Florida corporation, as general partner

By: _____
As Its: _____

Attest: _____
Assistant Secretary

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

The foregoing instrument was acknowledged before me this ___ day of _____, 198__ , by _____ and _____ as ____ President and Assistant Secretary, respectively, of Arvida-Mizner Court, Inc., a Florida corporation, as general partner of Mizner Court Associates Joint Venture, a Florida general partnership, on behalf of said partnership.

_____
Notary Public
State of Florida at Large

My Commission Expires:

MW0009
MW0009A

EXHIBIT A

ARTICLES OF INCORPORATION

OF

MIZNER VILLAGE MAINTENANCE ASSOCIATION, INC.

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I
NAME

The name of this corporation shall be Mizner Village Maintenance Association, Inc. (the "Association").

ARTICLE II
PURPOSES

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the Owners of Property within that residential area described in Article II hereof, which area will be hereinafter referred to as "Mizner Village".

B. To own and maintain, repair and replace the general and/or Common Areas, parks, sidewalks and/or access paths, street and other Common Areas, lakes, structures, landscaping and other improvements in and/or benefiting Mizner Village for which the obligation to maintain and repair has been delegated and accepted.

C. To control the specifications, architecture, design, appearance, elevation and location of, (and landscaping around) all buildings, swimming pools, docks, bulkheading, tennis courts, parking garages, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Mizner Village, as well as the alteration, improvement, addition and/or change thereto.

D. To provide, or provide for, private security, fire protection and such other services the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in Mizner Village.

E. To operate without profit for the benefit of its members.

F. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Maintenance Covenants for Mizner Village executed contemporaneously herewith by Mizner Court Associates Joint Venture, a Florida general partenrship which Declaration will be recorded in the Public Records of Palm Beach County, Florida.

G. To insure compliance with the Master Land Use Plan under the Planned Unit Development Ordinance of Boca Raton, Florida, applicable to Mizner Village.

H. To control and maintain any waterways, lakes and ponds in Mizner Village.

ARTICLE III
GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida, including contracting for the management of the Association and Association properties.

E. To fix assessments to be levied against the property and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies, condominium associations and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user for use of Association Property when such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, on or against Property owned or accepted by the Association.

H. To maintain, repair, replace, operate and manage the Property, including the right to reconstruct improvements after casualty and further to improve and add to the Property.

I. To enforce the provisions of these Articles of Incorporation, the Declaration of Maintenance Covenants, the By-Laws, and all rules and regulations governing use of the Property which may from time to time be established.

J. To borrow money and, from time to time, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

K. Maintain, repair, replace, operate and manage the Association properties and the Surface Water Management System as authorized by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, including the right to reconstruct improvements after casualty and further to improve and add to the Association properties.

L. This is a non-stock corporation.

M. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV
MEMBERS

A. The members shall consist of the Property Owners in Mizner Village, and all such Property Owners shall be members of the Association. There shall be three (3) classes of members, as follows:

1. Class A Members. Class A Members shall be all Owners of residential condominium Units and lots in Mizner Village, except the Class C Member. Class A Members shall be represented in all matters concerning the Association by a representative of the condominium or homeowner's association to which they belong. Owners of condominium Units and lots shall automatically become Class A members upon purchasing said Units.

2. Class B Members. Class B Members shall be all Property Owners other than the Class C Member and residential condominium Unit and lot Owners in Mizner Village. Owners of such property shall automatically become Class B Members upon the purchase of such property.

3. Class C Member. The Class C Member shall be Mizner Court Associates Joint Venture, a Florida general partnership, or its designee, successor or assignee as Developer of Mizner Village.

B. "Developer", "Owner", "Unit" and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the aforesaid Declaration of Maintenance Covenants for Mizner Village.

C. Mizner Village consists of that certain real property situated in Palm Beach County, Florida, described as:

See Exhibit "A" attached hereto.

all or a part of which may be made subject to the provisions of the Declaration of Maintenance Covenants for Mizner Village by amendments by Developer from time to time of such Covenants to this effect.

ARTICLE V
VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one (1) vote for each Unit in which he holds the interest required for membership. When one (1) or more person holds such interest or interests in any Unit, all such persons shall be members, and 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. Except where otherwise required under the provisions of these Articles, the Declaration of Maintenance Covenants for Mizner Village or by law, the affirmative vote of the Owners of a majority of Units represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members. The Class C Member shall be

entitled to 750 votes less each vote it holds as a Unit Owner until such time that the Class C Member owns no Units or property at or comprising the Property

1. Class A Members shall be represented solely and exclusively by the condominium or homeowner's association, through a representative thereof, to which they belong. Each condominium or homeowner's association in Mizner Village shall represent its members with respect to Association matters and shall have that number of votes to cast corresponding to the total number of votes held by its members. All notices and other official communications from the Association to the condominium or homeowner's association shall be to that representative. Only that representative shall have the right to attend and participate in the meetings of the Association.

2. Class B Members may represent themselves. The total number of single family residences which may be developed on the property owned by a particular Class B Member pursuant to applicable zoning regulations and limitations in effect from time to time shall determine the number of votes to which such Class B Member is entitled.

B. The Developer shall have the right to appoint a majority of the Board of Directors so long as it owns at least one (1) Unit in Mizner Village during its ordinary course of business; and thereafter so long as the Class C Member owns any part of the Property, developed or undeveloped, in Mizner Village, it shall have the right to appoint one (1) Director.

C. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Maintenance Covenants for Mizner Village, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

ARTICLE VI
BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. The Directors may, but need not be, members of the Association and need not be residents of the State of Florida. There shall be three (3) Directors appointed by the Class C Member and a total of two (2) Directors elected by the Class A and Class B Members as a class so long as the Class C Member has the right to appoint a majority of the Board of Directors; thereafter, the Class C Member shall appoint one (1) Director and the remaining Directors shall be elected as provided hereinafter. Elections shall be by plurality vote. At the first annual election to the Board of Directors, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, and the term of office of the other elected Director shall be established at one (1) year. In addition, the Class C Member shall appoint two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second (2nd) annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. In no event can a Board member appointed by the Class C Member be removed except by

action of the Class C Member; nor can a Board member elected by Class A and Class B Members be removed except by action of Class A and/or B Members, acting as a class while the Class C Member still has a right to appoint a majority of the Board and acting separately thereafter.

B. At such time as the Class C Member shall no longer have the right to appoint a majority of the Board of Directors, Class A and Class B Members shall elect Board members separately for the Directors to which their respective voting rights entitle them. The percentage of Board members representing each class shall in such case be based on a fraction, the numerator of which is the total number of votes to which the Members of such class in BRH&C Unit Development are entitled, and the denominator of which is the total number of votes to which all of the Class A and Class B Members in Mizner Village are entitled. Fractions shall be rounded to the nearest whole number. At such time as Class A and Class B Members elect Directors in separate elections, there shall be a separate Nominating Committee as defined in the By Laws of the Association for each class.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 198__ and until their successors are elected or appointed and have qualified, are as follows:

Patrick E. Sessions
5550 Glades Road
P. O. Box 100
Boca Raton, Florida 33432

Guinn Dean
5550 Glades Road
P. O. Box 100
Boca Raton, Florida 33432

Clifton D. Pawley
5550 Glades Road
P. O. Box 100
Boca Raton, Florida 33432

Kitt E. R. Steinberg
5550 Glades Road
P. O. Box 100
Boca Raton, Florida 33432

Anthony DiNardo
5550 Glades Road
P. O. Box 100
Boca Raton, Florida 33432

ARTICLE VII
OFFICERS

A. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time, by resolution, create. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws.

B. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of

Directors to be held in the year 198__ and until their successors are duly elected and qualified are:

President	Patrick E. Sessions
Vice President	Clifton D. Pawley
Vice President	Guinn Dean
Treasurer	Anthony DiNardo
Secretary	Kitt E. R. Steinberg

ARTICLE VIII
CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX
BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

ARTICLE X
AMENDMENT TO ARTICLES OF INCORPORATION AND BY-LAWS

These Articles and By-Laws may be altered, amended or repealed only pursuant to resolution of the Board of Directors and vote of the members as set forth in Section 617.017 and 617.018 of the Florida Statutes (1983) as they exist on the date hereof. No amendment affecting Mizner Court Associates Joint Venture, a Florida general partnership, or its successors or assigns as Developer of Mizner Village shall be effective without the prior written consent of said Mizner Court Associates Joint Venture, a Florida general partnership, or its successors or assigns, as Developer and no amendment shall be valid without an act of the Board of Directors.

ARTICLE XI
SUBSCRIBERS

The names and addresses of the subscribers are as follows:

Patrick E. Sessions
Clifton D. Pawley
Kitt E. R. Steinberg

ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions

or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association shall be excepted herefrom unless, and only to the extent, that the court, administrative agency or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

C. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

D. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIII
TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one (1) or more or its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable, solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

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

ARTICLE XIV
DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real Property contributed to the Association without the receipt of other than nominal consideration by the Class C Member (or its predecessor in interest) shall be returned to the Class C Member (whether or not a Class C Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

2. Dedication to any applicable municipal or other similar nonprofit corporation or governmental body determined by the Board to the appropriate for such dedication and which such entity is willing to accept. However, it is expressly understood that Palm Beach County or any other entity is not obligated to accept such dedication or maintenance responsibility unless done so by appropriate resolution by the Board of County Commissioners or such other appropriate entity.

3. Remaining assets shall be distributed among the Class A Members and Class B Members as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

B. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

ARTICLE XV
REGISTERED AGENT

Until changed, Jeri A. Poller, shall be the registered agent of the Association and the registered office shall be 5550 Glades Road, Boca Raton, Florida 33432.

IN WITNESS WHEREOF, the said subscribers have hereto set their hands and seals this ____ day of _____, 198__.

WITNESSES AS TO ALL SIGNATURES:

_____

_____

_____
Patrick E. Sessions

_____
Clifton D. Pawley

_____
Kitt E. R. Steinberg

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

The foregoing instrument was acknowledged before me this ____ day of _____, 198__, by Patrick E. Sessions, Clifton D. Pawley, and Kitt E.R. Steinberg, to me well known to be the individuals described in and who executed the foregoing instrument for the purposes therein expressed.

_____
Notary Public
State of Florida at Large
My Commission Expires:

(SEAL)

MW0011
061785

Michael G. Purmort & Associates, Inc.
Suite 202, Executive Plaza
1300 E. Hillsboro Blvd.
Deerfield Beach, Florida 33441

Office: (305) 421-9101

EXHIBIT "A"

DESCRIPTION: MIZNER COURT CONDOMINIUM I (OVERALL)

A portion of Section 29, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 29; thence South 00°01'02" West, along the common line between the Northeast one-quarter and the Northwest one-quarter of said Section 29, a distance of 495.44 feet; thence South 89°42'48" East, along the centerline and Westerly projection thereof, Block 16, Map of Bocaratone, as recorded in Plat Book 6, Page 7 of the Public Records of Palm Beach County, Florida, a distance of 630.32 feet to a point on the Eastern line of said Block 16 and the Point of Beginning of this description; thence continuing South 89°42'48" East, a distance of 80.00 feet; thence North 00°00'46" East, a distance of 91.29 feet; thence North 89°44'36" East, a distance of 553.24 feet to a point on the water's face of the existing bulkhead line on the Westerly side of Lake Boca Raton; thence South 04°06'34" East, a distance of 762.12 feet; thence South 16°11'50" West, a distance of 36.11 feet, the last two courses described being coincident with said bulkhead line; thence South 85°53'26" West, a distance of 272.16 feet; thence South 04°06'34" East, a distance of 87.62 feet; thence South 85°53'26" West, a distance of 31.25 feet; thence South 04°06'34" East, a distance of 80.00 feet; thence South 85°53'26" West, a distance of 282.39 feet ; thence North 05°47'08" East, a distance of 191.10 feet to the Point of Curvature of a circular curve to the left; thence Northerly, along the arc of said curve, having a radius of 172.14 feet, an arc distance of 71.01 feet to the Point of Tangency; thence North 17°51'01" West, a distance of 362.71 feet to the Point of Curvature of a circular curve to the right; thence Northerly, along the arc of said curve, having a radius of 201.53 feet, an arc distance of 69.97 feet to the Point of Tangency; thence North 02°02'39" East, a distance of 93.74 feet; thence North 00°00'46" East, a distance of 142.52 feet to the a point on said centerline and Westerly projection of Block 16 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 12.600 acres, more or less.

EXHIBIT B

BY-LAWS

OF

MIZNER VILLAGE MAINTENANCE ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

All terms used herein which are defined in the Declaration of Maintenance Covenants for Mizner Village executed contemporaneously herewith shall be used herein with the same meanings as in said Declaration.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 5550 Glades Road, Boca Raton, Florida 33432, or at such other place as may be established by resolution by the Board of Directors of the Association.

ARTICLE III
VOTING RIGHTS AND ASSESSMENTS

A. Every person or entity who is a record fee simple Owner of a Unit, including the Developer, at all times as long as it owns any property subject to the Declaration, shall be a member of the Association, provided that if such person or entity holds such interest only as security for the performance of an obligation it shall not be a member. Membership shall be appurtenant to and may not be separated from, ownership of any Unit or other Property which is subject to assessment.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due at the rate set forth in the Declaration of Maintenance Covenants for Mizner Village and shall result in the suspension of voting privileges during any period of such nonpayment.

ARTICLE IV
BOARD OF DIRECTORS

A. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

B. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors after consulting with the Nominating Committee; except that the Class C Member itself, to the exclusion of other members and/or the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Class C Member. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

ARTICLE V
ELECTION OF DIRECTORS

A. Nominations for the election of Board members may be made by a Nominating Committee if one is appointed by the Board. As used in these By Laws and the Articles of Incorporation of the Association, the term "Nominating Committee" includes both Nominating Committees provided for herein in the event of separate elections by the Class A and Class B Members.

B. The Class C Member shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the Directors the Class C Member is appointing to the Board of Directors. Within thirty (30) days of the date set for the annual meeting, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail election ballots to the members.

C. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Such nominations may be made from among Members or non-Members, as the Committee in its discretion shall determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A or Class B Members or by one-third (1/3) of all of the Class A or Class B Members, respectively, whichever is smaller. Nominations and notification of the vacancies being filled by the Class C Member shall be placed on a written ballot as provided in Section D of this Article and shall be made in advance of the time fixed for the mailing of such ballots to Members.

D. All elections to the Board of Directors shall be made on written ballots to be voted on at the annual meeting, or in the discretion of the Board of Directors, by mail thirty (30) days prior to the annual meeting, which shall (a) describe the vacancies to be filled by Class A Members and the Class B Members, and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board of Directors by the Class C Member. Such ballots shall be prepared and mailed by the Secretary to the Class B Members and the Class A representatives at least fourteen (14) days in advance of the date set forth therein for a return. Upon receipt of such ballots such Members and representatives may, in respect to each vacancy, cast as many votes for the persons nominated by the Nominating Committee as they are entitled to exercise under the provisions of the Articles of Incorporation and these By Laws.

E. The representative of each condominium or homeowner's association of which a Class A Member is a Member shall receive his ballot designating the names of the Members, number of votes to which such Members are entitled, and space for execution of the ballot by the representative on behalf of the condominium or homeowner's association of which said Class A Members are Members. Each Class B Member shall receive a ballot designating the name of the Member and the number of votes to which such member is entitled, and space for execution of the ballot by the Member. A representative or Class B Member may cast his vote(s) for each vacancy shown on the ballot. Cumulative voting shall not be permitted. The completed ballots shall be returned to the Secretary at the principal office of the Association, or at such other address as designated upon each ballot.

F. Upon receipt of each ballot, the Secretary shall immediately place it in a safe or other locked place until date set for the counting of such ballots. On that day the ballots shall be turned over to an Election Committee which shall consist of five (5) members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall:

A. Establish that the number of votes cast by the Class A representative or Class B Member corresponds to the number of votes allowed to each Member; and

B. Establish that the signature of the Member or representative is genuine.

G. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. The Board of Directors shall have the power:

1. To call meetings of the members.

2. To appoint, remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

4. To appoint committees, adopt and publish rules and regulations governing the use of the Common Area or any portion thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

5. To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations.

6. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration of Maintenance Covenants for Mizner Village or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association and see that their duties are properly performed.

3. With reference to assessments of the Association:

(1) To fix the amount of the assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;

(2) To prepare and maintain a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and

(3) To send written notice of each assessment to every member subject thereto.

4. To issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

ARTICLE VII
DIRECTORS AND MEETINGS

A. The annual meeting of the Association shall be held at 8:00 P.M. on the first Monday in February of each year at the principal office of the Association, unless some other time and/or place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

B. Notice of such meetings is hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

C. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any two (2) Directors after not less than three (3) days notice of each Director.

D. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made part of the minutes of the meeting.

E. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE VIII
OFFICERS

A. The officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

B. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of

Directors, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

C. A vacancy in any office because of death, resignation or other termination of services, may be filled by the Board of Directors for the unexpired portion of the term.

D. All officers shall hold office at the pleasure of the Board of Directors.

E. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one (1) Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

G. The Secretary shall be ex officio the secretary of the Board of Directors, and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books be made by a certified public accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection by any member upon his reasonable request.

J. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

ARTICLE IX
COMMITTEES

A. The standing committees of the Association shall be:

The Nominating Committee
The Maintenance Committee
The Architectural Review Board (the "ARB")

Each committee, other than the ARB, shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days

after each annual meeting of the Board of Directors, to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.

B. The Nominating Committee shall have the duties and functions described in these By-Laws.

C. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of property in Mizner Village, and shall perform or seek the performance of such other functions as the Board, in its discretion, determines.

D. The ARB shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration of Maintenance Covenants for Mizner Village. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

E. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee of the ARB) shall have the power to appoint subcommittees from among their members and it may delegate to any subcommittees any powers, duties and functions.

F. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

ARTICLE X
BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member.

ARTICLE XI
SEAL

The Association shall have a seal in circular form having within its circumference the words: MIZNER VILLAGE MAINTENANCE ASSOCIATION, INC., corporation not for profit, 198__, Florida.

ARTICLE XII
AMENDMENTS

These By-Laws may be altered, amended or repealed only pursuant to resolution of the Board of Directors and vote of the members as set forth in Section 617.017 and 617.018 of the Florida Statutes (1983) as they exist on the date hereof; provided no amendment affecting Mizner Court Associates Joint Venture, a Florida general partnership, or its successors or assigns as Developer of Mizner Village shall be effective without the prior written consent of said Mizner Court Associates Joint

Venture, or its successors or assigns, as Developer and no amendment shall be valid without an act of the Board of Directors.

CERTIFICATE

The foregoing were adopted as the By-Laws of Mizner Village Maintenance Association, Inc., a corporation not for profit under the laws of the State of Florida, on _____, 198__.

_____
Patrick E. Sessions, President

_____
Kitt E.R. Steinberg, Secretary

MW0010
052885

#19

JUN-16-1988 02:04PM 88-161575

ORB 5705 Pg 1486

AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR MIZNER COURT CONDOMINIUM I, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 5573, PAGE 1852 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

This Amendment to Declaration of Condominium (the "Declaration") for Mizner Court Condominium I, A Condominium (the "Condominium"), is made by Mizner Court Associates Joint Venture, a Florida general partnership.

W I T N E S S E T H:

WHEREAS, the Declaration authorizes the Developer to amend (prior to February 12, 1995) the Declaration to submit the "Phase II" Property, as described in Article III of the Declaration, to the condominium form of ownership and to expand the Condominium to include the Phase II Property in addition to the Phase I Property originally submitted to the condominium form of ownership in and by the Declaration; and

WHEREAS, the construction of the Phase II Property has been completed and the completed improvements have been surveyed by a Registered Florida Land Surveyor.

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

1. Attached hereto and made a part hereof is a supplementary Exhibit B to the Declaration (consisting of sheets 1, 2, 2A, 2B, 3, 4 and 5, and including Exhibits B-1 and B-2) and a revised Exhibit C-2 (consisting of sheets 1 through 18), containing the Certificate of Michael G. Purmort & Associates, Inc., a Registered Florida Land Surveyor, dated June 6, 1988 certifying that the construction of the improvements is substantially complete so that such certificate, together with the wording of the Declaration and the Exhibits annexed to the Declaration as a part thereof, are an accurate representation of the location and dimensions of the improvements described, and that the identification, location and dimensions of the Common Elements and of each Unit can be determined therefrom. In addition, the attached Exhibit B contains a revised sheet 2A of 5, which is substituted for the original Exhibit B, sheet 2A of 5, for the purpose of correcting certain boat slip dimensions; a revised sheet 3 of 5, which is substituted for the original Exhibit B, sheet 3 of 5, for the purpose of renumbering certain parking spaces; and a revised sheet 5 of

THIS INSTRUMENT WAS PREPARED BY:

H. William Walker, Jr.
White & Case
200 South Biscayne Boulevard
47th Floor
Miami, Florida 33131

5, which is substituted for the original Exhibit B, sheet 5 of 5, for the purpose of renumbering certain parking spaces.

2. This Amendment constitutes an Amendment authorized and required by Article III of the Declaration and evidences and reflects that the Phase II Property has been submitted to the condominium form of ownership and the Condominium has been expanded to include the Phase II Property. Developer hereby ratifies, approves and confirms the Declaration as originally made and recorded in the Public Records of Palm Beach County, Florida, and declares that the same remain in full force and effect according to its terms except as amended hereby.

3. Each Unit hereby and hereafter will own the undivided share in the Common Elements, as an appurtenance to such Unit, and will bear the portion of the Common Expenses and own the portion of the Common Surplus, in the percentage set forth in Exhibit "D" to the Declaration, "Apportionment of Common Elements, Phases I & II."

4. Exhibit C-1, sheet 5 of 27, of the Declaration is hereby deleted in its entirety, and the sheet attached hereto as Exhibit C-1, sheet 5 of 27, is substituted in its place and stead for the purpose of renumbering certain parking spaces.

5. When filed in the Public Records of Palm Beach County, Florida, this Amendment to the Declaration and the Certificate and Exhibits attached hereto shall be incorporated by reference and made part of, as fully as if set forth therein ab initio, the Declaration.

IN WITNESS WHEREOF, Developer has caused the foregoing Amendment to Declaration of Condominium for Mizner Court Condominium I, A Condominium to be executed, and its corporate seal to be hereunto affixed by its undersigned duly authorized officer, the 15th day of June, 1988.

Mizner Court Associates Joint Venture, a Florida General Partnership

By: Arvida/JMB Partners L.P., a Delaware limited partnership, as a General Partner

By: Arvida/JMB Managers, Inc., an Illinois corporation

Witness

Witness

By: _____
Vice President

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

BEFORE ME, the undersigned authority personally appeared Patrick E. Sessions, to me known to be the Vice President of ARVIDA/JMB MANAGERS, INC., an Illinois

corporation as the general partner of ARVIDA/JMB PARTNERS L.P., a Delaware Limited Partnership, as general partner of MIZNER COURT ASSOCIATES JOINT VENTURE, a Florida general partnership, who acknowledged before me that he did, as such officer, execute the foregoing instrument for the purposes therein expressed, on behalf of said corporation and the partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 15 day of June, 1988.

Notary Public
State of Florida at Large

My commission expires:

(Seal)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEP 1990
BONDED THRU GENERAL INS. UND.

Mizner Court — condominium I

PREPARED BY

MICHAEL G. PURMORT & ASSOCIATES, INC.

SKETCH OF SURVEY AND SITE PLAN

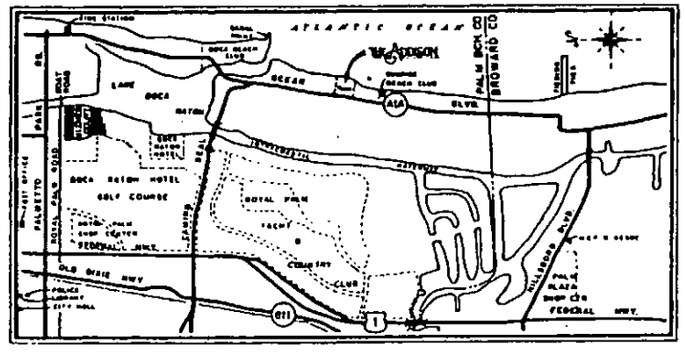
EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM

ORB 2703 Pg 1407

Mizner Court — condominium I

GRAPHIC SCALE



DESCRIPTION: MIZNER COURT CONDOMINIUM I, PHASE I

A portion of Section 29, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 29; thence South 00°01'02" West, along the common line between the Northeast one-quarter and the Northwest one-quarter of said Section 29, a distance of 495.64 feet; thence South 89°58'58" East, along the construction and Westerly projection thereof, Block 16, Map of Boca Raton, as recorded in Plat Book 6, Page 7 of the Public Records of Palm Beach County, Florida, a distance of 530.32 feet to a point on the Easterly line of said Block 16 and the Point of Beginning of this description; thence continue South 89°58'58" East, a distance of 60.00 feet; thence North 00°01'02" East, a distance of 91.26 feet; thence South 89°58'58" East, a distance of 111.26 feet to a point on the water's face of the existing bulkhead line on the Westerly side of Lake Boca Raton; thence South 24°08'14" East, along said bulkhead line, a distance of 440.29 feet; thence South 65°51'46" West, a distance of 25.31 feet; thence South 40°51'24" West, a distance of 11.11 feet; thence South 65°51'24" West, a distance of 56.82 feet; thence South 40°51'24" West, a distance of 41.26 feet; thence South 65°51'24" West, a distance of 174.26 feet; thence North 24°08'36" West, a distance of 11.11 feet; thence South 65°51'24" West, a distance of 114.51 feet; thence South 27°51'07" West, a distance of 43.07 feet to the Point of Curvature of a circular curve to the right; thence Northerly, along the arc of said curve, having a radius of 201.53 feet, an arc distance of 69.00 feet to the Point of Tangency; thence North 02°02'10" East, a distance of 93.76 feet; thence North 00°00'56" East, a distance of 242.38 feet to the a point on said Easterly line of Block 16; thence North 89°58'58" West, along said Easterly line, a distance of 60.00 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 0.439 acres, more or less.

CERTIFICATION:

This certification, made this ___ day of _____, 198__, by the undersigned surveying firm to _____, pursuant to the provisions of Section 718.104 (4) (e) of the 1981 Florida Statutes, as amended by the 1982 Supplement to the Florida Statutes, effective January 1, 1982, and is a certification that this survey and plot plan description, floor plans and other material in connection therewith and the construction of the improvements is substantially complete so that such material, together with the provisions of the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimension of the common elements, and of each unit can be determined in those materials.

MICHAEL G. PURMORT & ASSOCIATES, INC.

_____
MICHAEL G. PURMORT
Professional Land Surveyor
Certificate Reg. No. 3708
State of Florida

DESCRIPTION: MIZNER COURT CONDOMINIUM I (OVERALL)

A portion of Section 29, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 29; thence South 00°01'02" West, along the common line between the Northeast one-quarter and the Northwest one-quarter of said Section 29, a distance of 495.64 feet; thence South 89°58'58" East, along the construction and Westerly projection thereof, Block 16, Map of Boca Raton, as recorded in Plat Book 6, Page 7 of the Public Records of Palm Beach County, Florida, a distance of 530.32 feet to a point on the Easterly line of said Block 16 and the Point of Beginning of this description; thence continue South 89°58'58" East, a distance of 60.00 feet; thence North 00°01'02" East, a distance of 91.26 feet; thence South 89°58'58" East, a distance of 111.26 feet to a point on the water's face of the existing bulkhead line on the Westerly side of Lake Boca Raton; thence South 24°08'14" East, along said bulkhead line, a distance of 440.29 feet; thence South 65°51'46" West, a distance of 25.31 feet; thence South 40°51'24" West, a distance of 11.11 feet; thence South 65°51'24" West, a distance of 56.82 feet; thence South 40°51'24" West, a distance of 41.26 feet; thence South 65°51'24" West, a distance of 174.26 feet; thence North 24°08'36" West, a distance of 11.11 feet; thence South 65°51'24" West, a distance of 114.51 feet; thence South 27°51'07" West, a distance of 43.07 feet to the Point of Curvature of a circular curve to the right; thence Northerly, along the arc of said curve, having a radius of 201.53 feet, an arc distance of 69.00 feet to the Point of Tangency; thence North 02°02'10" East, a distance of 93.76 feet; thence North 00°00'56" East, a distance of 242.38 feet to the a point on said Easterly line of Block 16; thence North 89°58'58" West, along said Easterly line, a distance of 60.00 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 12.680 acres, more or less.

DESCRIPTION: MIZNER COURT CONDOMINIUM I, PHASE II

A portion of Section 29, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 29; thence South 00°01'02" West, along the common line between the Northeast one-quarter and the Northwest one-quarter of said Section 29, a distance of 495.64 feet; thence South 89°58'58" East, along the construction and Westerly projection thereof, Block 16, Map of Boca Raton, as recorded in Plat Book 6, Page 7 of the Public Records of Palm Beach County, Florida, a distance of 530.32 feet to a point on the Easterly line of said Block 16; thence continue South 89°58'58" East, a distance of 60.00 feet; thence South 00°01'02" West, a distance of 91.26 feet; thence South 89°58'58" East, a distance of 111.26 feet to a point on the water's face of the existing bulkhead line on the Westerly side of Lake Boca Raton; thence South 24°08'14" East, along said bulkhead line, a distance of 440.29 feet; thence South 65°51'46" West, a distance of 25.31 feet; thence South 40°51'24" West, a distance of 11.11 feet; thence South 65°51'24" West, a distance of 56.82 feet; thence South 40°51'24" West, a distance of 41.26 feet; thence South 65°51'24" West, a distance of 174.26 feet; thence North 24°08'36" West, a distance of 11.11 feet; thence South 65°51'24" West, a distance of 114.51 feet; thence South 27°51'07" West, a distance of 43.07 feet to the Point of Curvature of a circular curve to the right; thence Northerly, along the arc of said curve, having a radius of 201.53 feet, an arc distance of 69.00 feet to the Point of Tangency; thence North 02°02'10" East, a distance of 93.76 feet; thence North 00°00'56" East, a distance of 242.38 feet to the a point on said Easterly line of Block 16; thence North 89°58'58" West, along said Easterly line, a distance of 60.00 feet to the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 5.241 acres, more or less.

CERTIFICATION:

This certification, made this ___ day of _____, 198__, by the undersigned surveying firm to _____, pursuant to the provisions of Section 718.104 (4) (e) of the 1981 Florida Statutes, as amended by the 1982 Supplement to the Florida Statutes, effective January 1, 1982, and is a certification that this survey and plot plan description, floor plans and other material in connection therewith and the construction of the improvements is substantially complete so that such material, together with the provisions of the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimension of the common elements, and of each unit can be determined in those materials.

MICHAEL G. PURMORT & ASSOCIATES, INC.

_____
MICHAEL G. PURMORT
Professional Land Surveyor
Certificate Reg. No. 3708
State of Florida

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 2120 STATE OF FLORIDA REGISTERED LAND SURVEYOR

SHEET 2 OF 5

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-4144

SKETCH OF SURVEY AND SITE PLAN
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

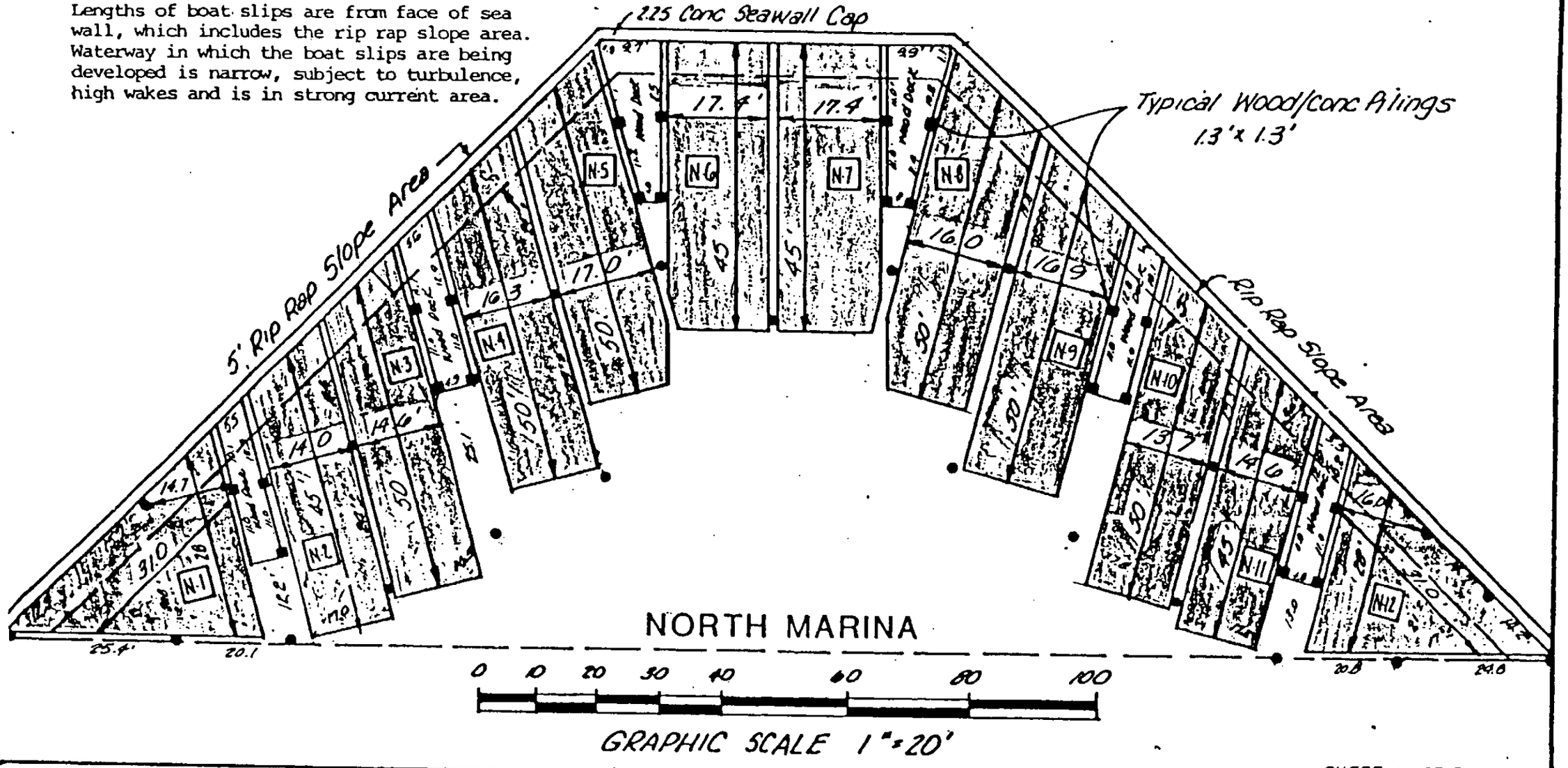
UPDATES and/or REVISIONS	DATE	BY	CK'D	FB/PG

SCALE N/A
BY R.N.
CK'D T.J.
DATE APRIL 1983
FB N/A PG N/A
JOB NO. 84-0180
FILE NO. C.D

ORB 5705 PG 1490

Mizner Court — condominium I

NOTE: Maximum Draft 4.5 feet at Mean Low Water. Lengths of boat slips are from face of sea wall, which includes the rip rap slope area. Waterway in which the boat slips are being developed is narrow, subject to turbulence, high wakes and is in strong current area.



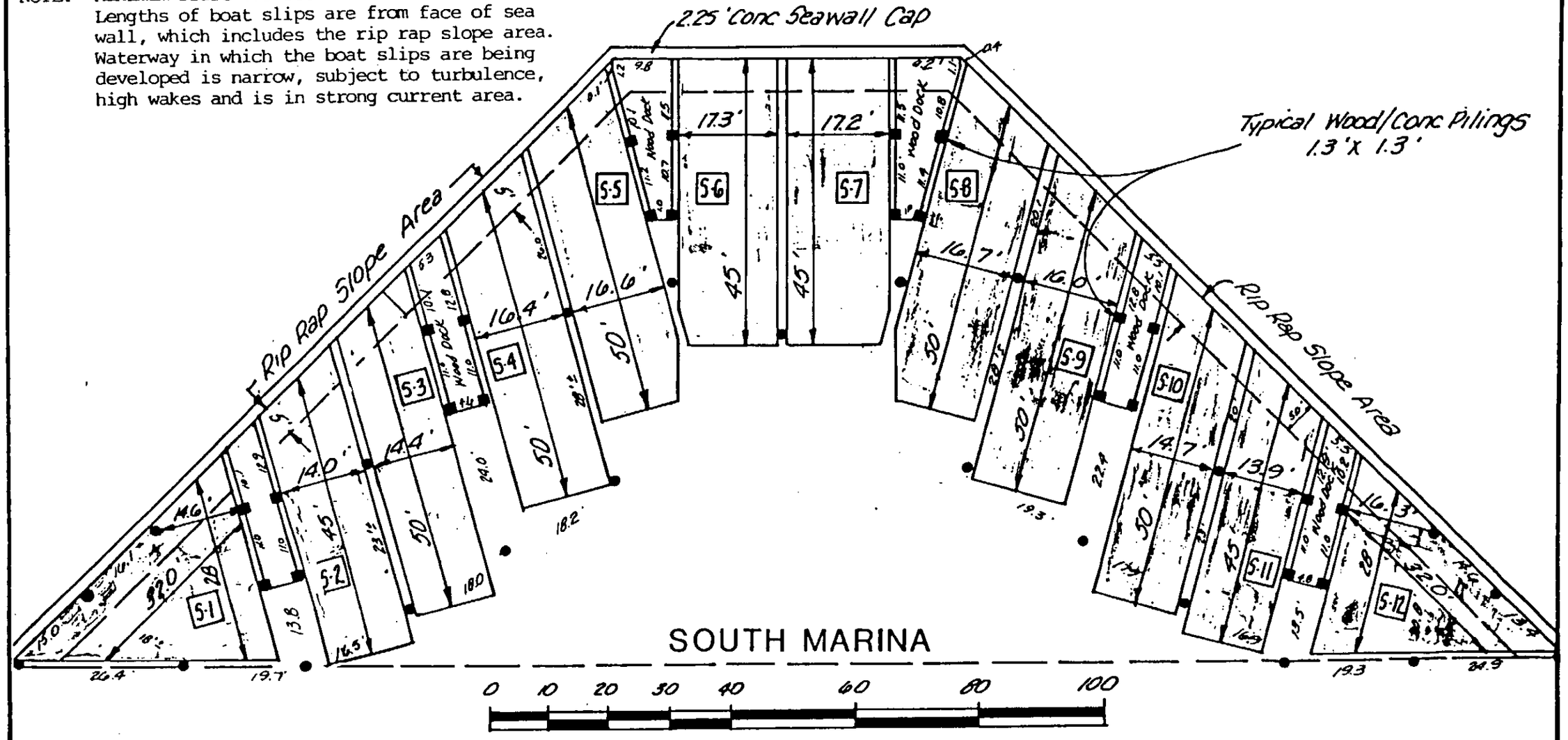
SHEET 2A OF 6

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

NORTH MARINA
EXHIBIT " B "

Mizner Court — condominium I

NOTE: Maximum Draft 4.5 feet at Mean Low Water. Lengths of boat slips are from face of sea wall, which includes the rip rap slope area. Waterway in which the boat slips are being developed is narrow, subject to turbulence, high wakes and is in strong current area.

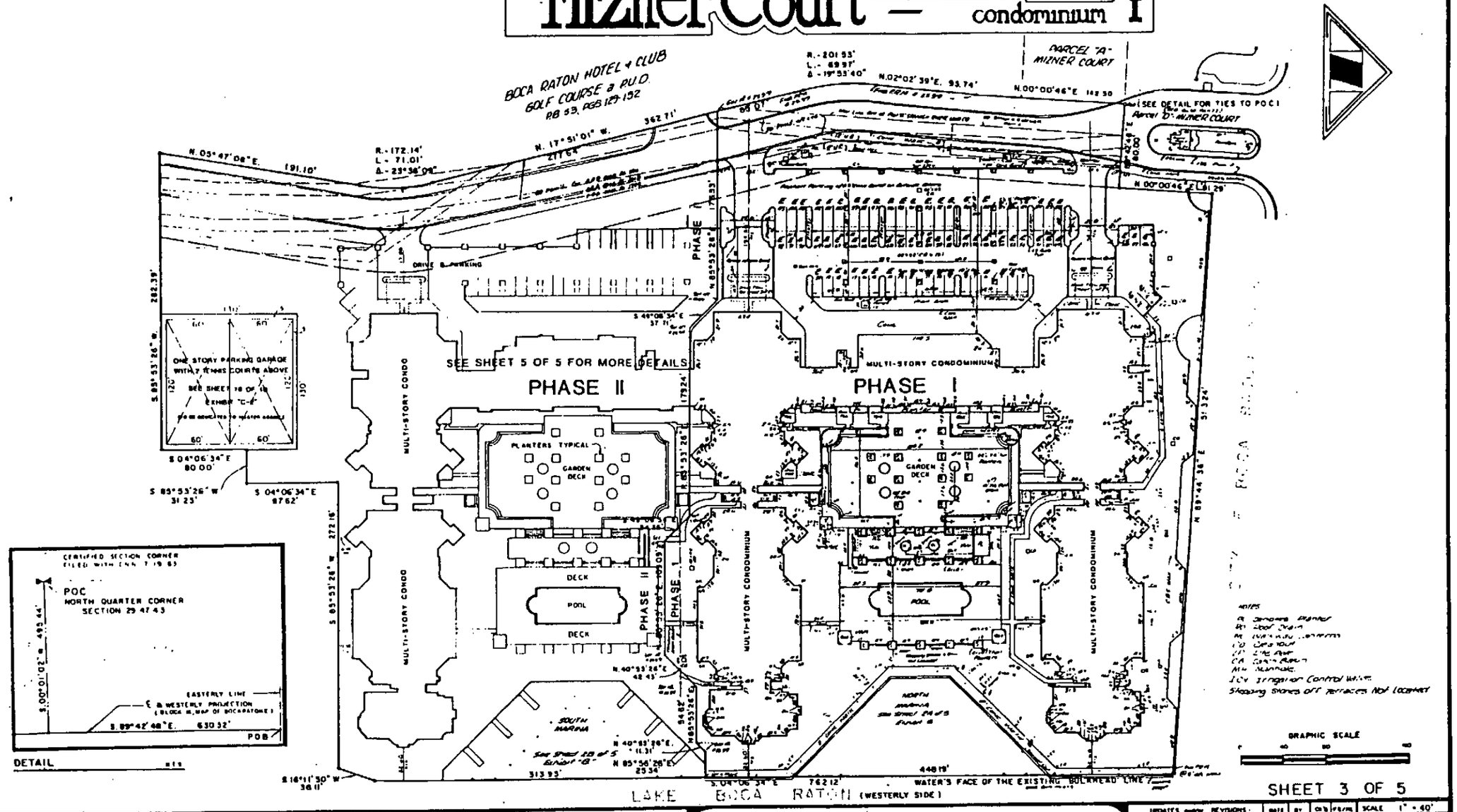


SHEET 2B OF 6.

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
1201 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BCH., FLORIDA, 33442

SOUTH MARINA
EXHIBIT "B"

Mizner Court — condominium I



SHEET 3 OF 5

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

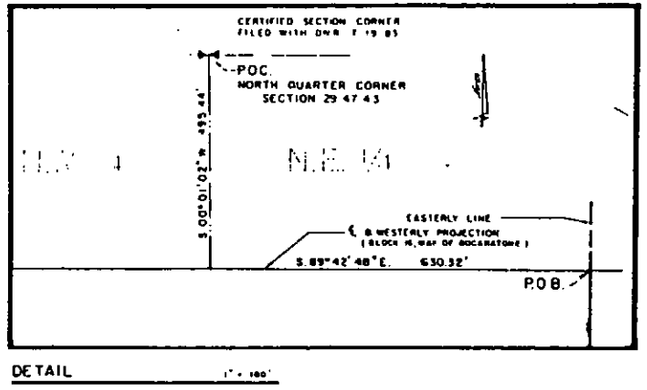
SITE PLAN
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK'D	P.B./PG.	
Add. Amend.					SCALE 1" = 40'
Amend. Amend. #3 (E)					BY R.M.
					CK'D C.D.
					DATE APRIL 1988
					P.B. NO. PG.
					JOB NO. 84-0180
					FILE NO. C.D.

ORB 5705 Pg 1493

Mizner Court — condominium I

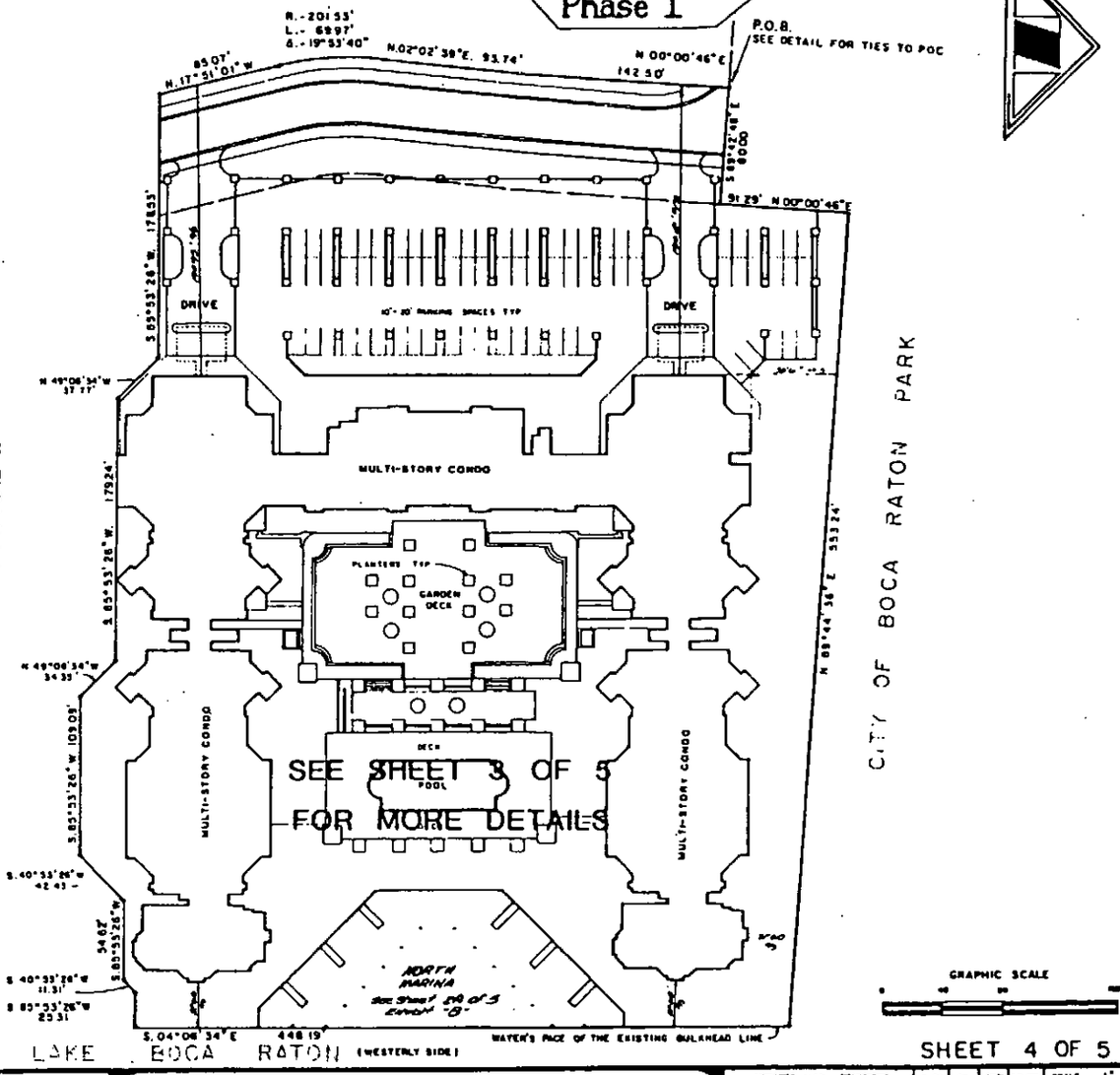
Phase I



DETAIL 1" = 100'

SEE SHEET 5 OF 5 FOR MORE DETAILS

PHASE II



SEE SHEET 3 OF 5 FOR MORE DETAILS

SHEET 4 OF 5

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1507 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-9101

SITE PLAN
EXHIBIT "B-I"
TO THE DECLARATION OF CONDOMINIUM

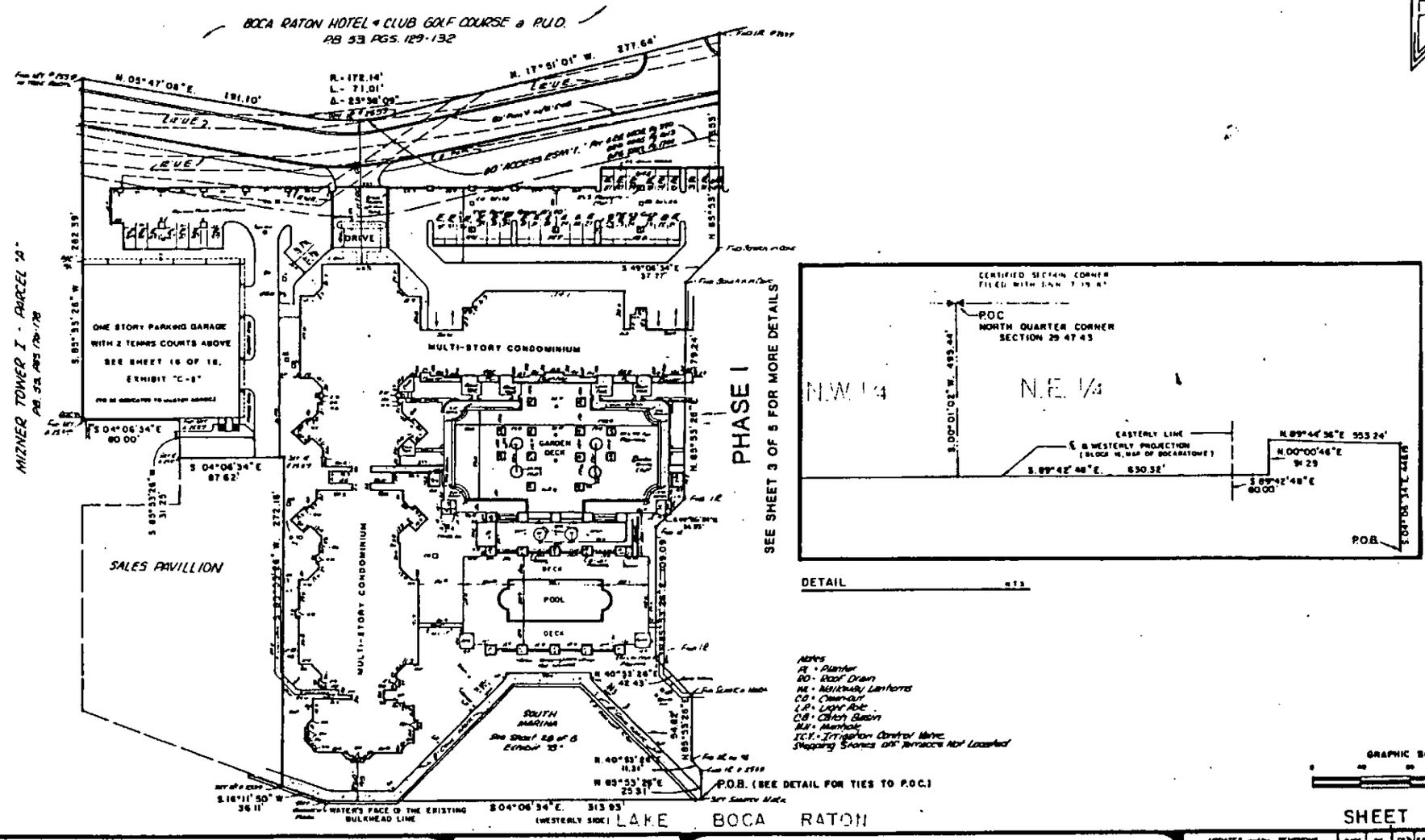
UPDATES UNDER REVISIONS	DATE	BY	CK'D	F.B./PG.
Rec. South Mar. Tie Update	4-4-89	RM	MGP	

SCALE 1" = 40'
BY R.M.
CK'D M.G.P.
DATE APRIL 1989
F.B. NO./PG. —
JOB NO. 84-0180
FILE NO. C.D.

NOTE: This drawing is the property of Michael G. Purmort & Associates, Inc. and shall not be reproduced or copied without written permission from Michael G. Purmort & Associates, Inc.

ORB 5705 Pg 1494

Mizner Court — condominium I Phase II



SHEET 5 OF 5

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
4651 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

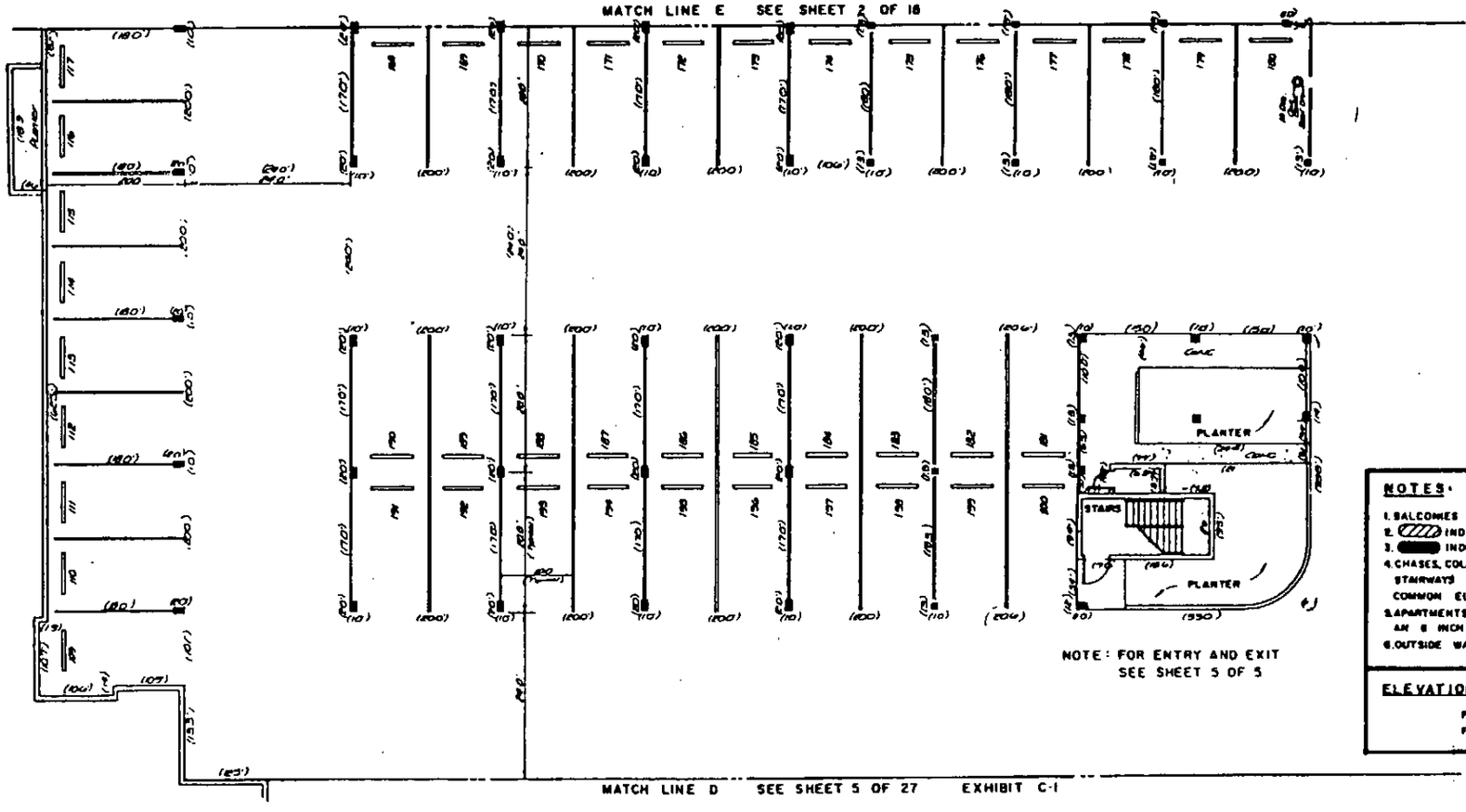
SITE PLAN
EXHIBIT "B2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CH'D	P.B./PG.
Addition	4-6-88	RH		
Rev. Portions of Sh's (E)	6-8-88	RH	DE	MP

SCALE 1" = 40'
BY R.H.
CH'D
DATE APRIL 1988
P.B. NO. PG.
JOB NO. 84-8168
FILE NO.: C.B.

ORB 5705 Pg 1495

Mizner Court — condominium I Phase II



GRAPHIC SCALE

NOTE: FOR ENTRY AND EXIT SEE SHEET 5 OF 5

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS.
2. ▨ INDICATES CHASES.
3. ■ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS.
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION +8.00'
FINISHED CEILING ELEVATION +18.67'

SHEET 1 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1067 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

SOUTH CENTER-GROUND LEVEL
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

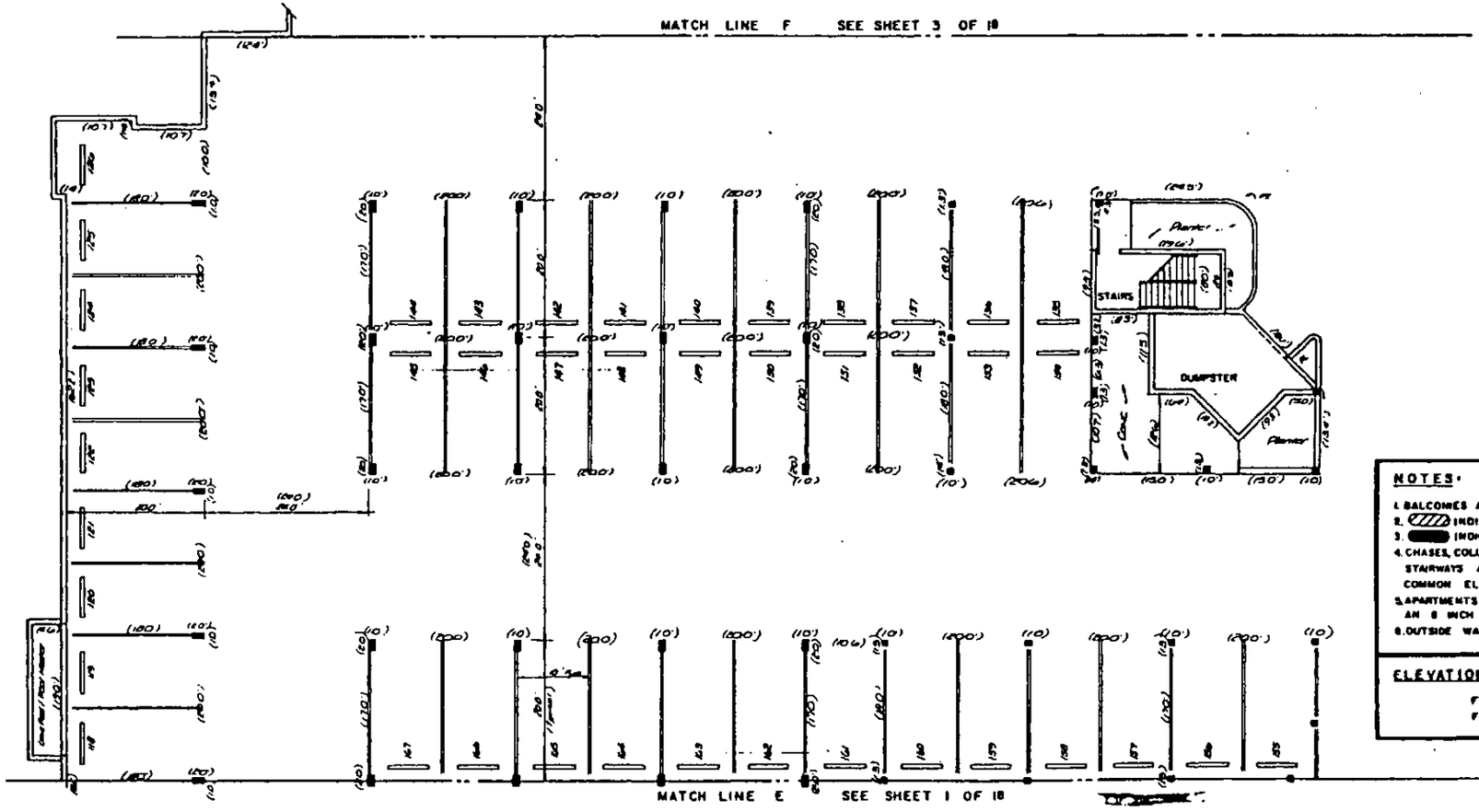
UPDATES under REVISIONS	DATE	BY	CK'D	P.B./PG.
Boundary	3-22-88	dmd	mjf	CK'D

SCALE 1" = 8.0'
BY B.M.
CK'D
DATE APRIL 1988
P.B. PG.
JOB NO. 88-0180
FILE NO. C-2

THE SKETCH IS THE PROPERTY OF MICHAEL G. PURMORT & ASSOCIATES INC. AND IS NOT TO BE USED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF MICHAEL G. PURMORT & ASSOCIATES INC.

ORB 5705 Pg 1496

Mizner Court — condominium I
Phase II



GRAPHIC SCALE

NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS.
2. ▨ INDICATES CHASES.
3. ■ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS.
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION
FINISHED CEILING ELEVATION

SHEET 2 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1207 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

SOUTH CENTER · GROUND LEVEL
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES WHEN REVISIONS	DATE	BY	CK'D	F.B./PG.

SCALE 1" = 8.0'
BY R.M.
CK'D
DATE APRIL 1981
F.B. PG.
JOB NO. 84-0180
FILE NO. C-D 2

ORB 5705 Pg 1497

Mizner Court — condominium I Phase II

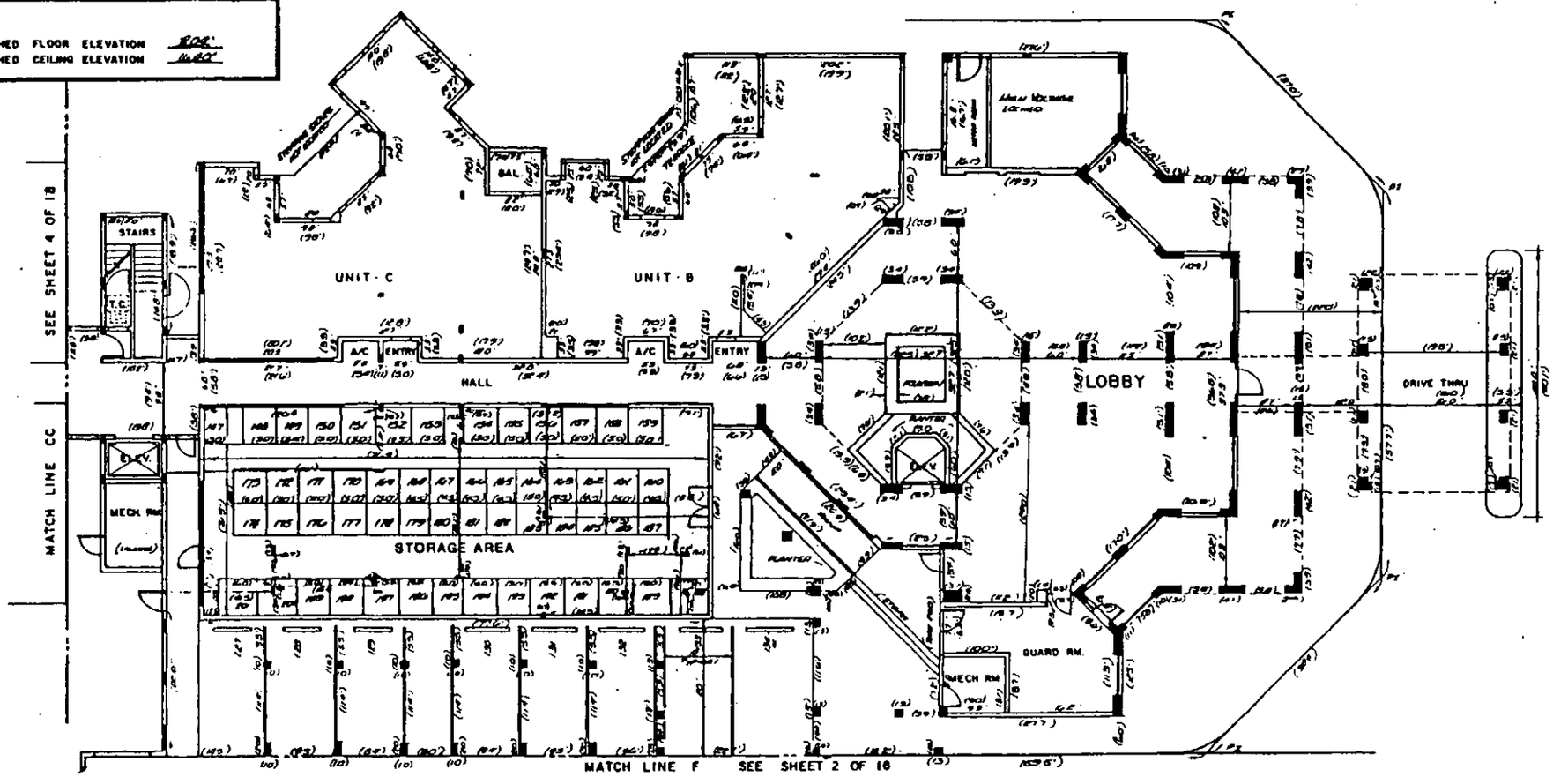
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS.
2. ▨ INDICATES CHASES.
3. ■ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS.
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 10.0'
FINISHED CEILING ELEVATION 18.80'

GRAPHIC SCALE



SHEET 3 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

SOUTH TOWER GROUND LEVEL
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES AND REVISIONS	DATE	BY	CK'D	P.B./PG.

SCALE 1" = 8.0'
BY R.R.
CK'D
DATE APRIL 1985
P.B. PG.
JOB NO. 84-0480
FILE NO. C-2

ORB 5705 Pg 1498

Mizner Court — condominium I Phase II

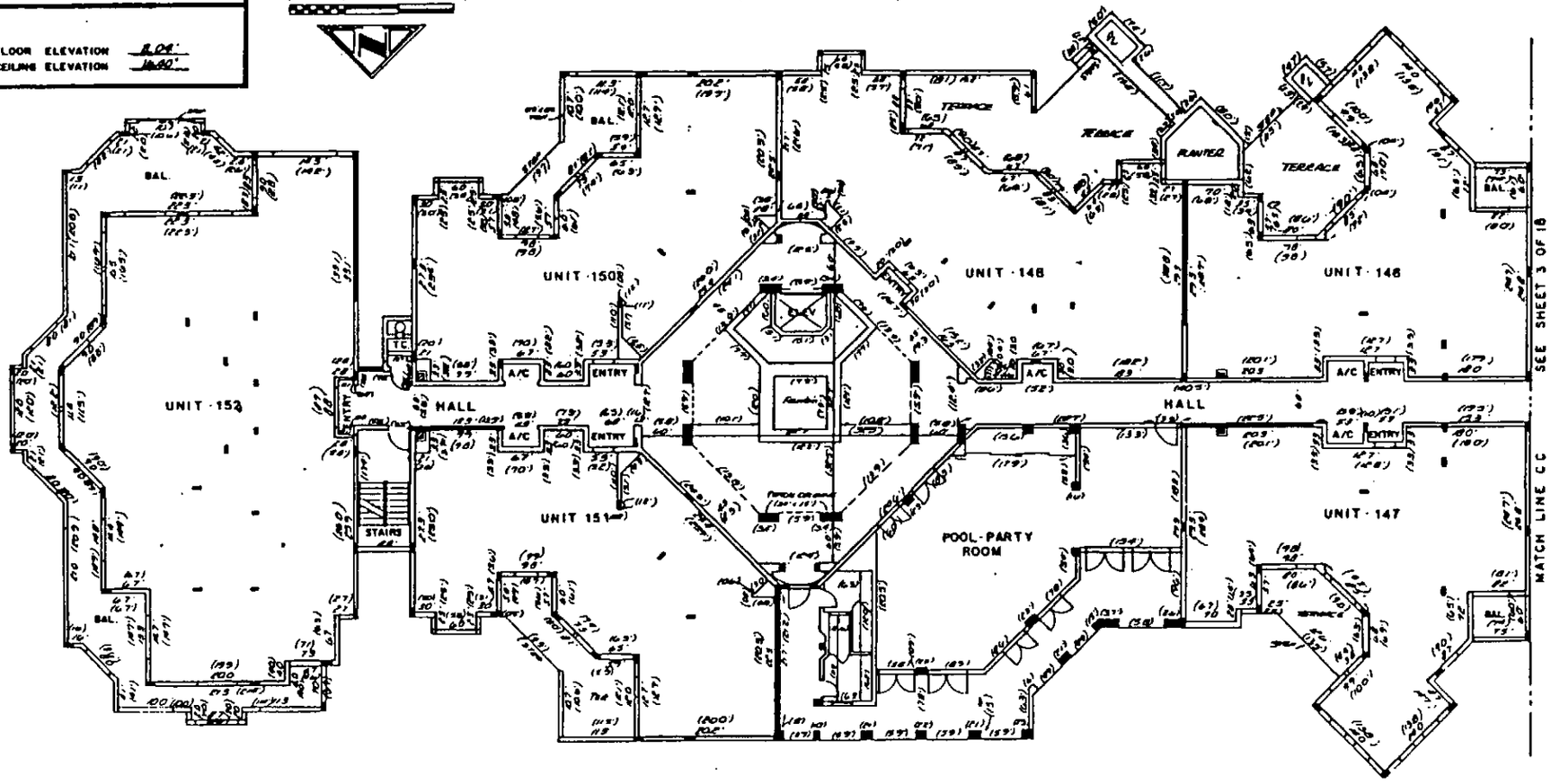
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ELEVATIONS

FINISHED FLOOR ELEVATION 8.04'
FINISHED CEILING ELEVATION 18.40'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 4 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1987 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-0101

SOUTH TOWER · GROUND LEVEL
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK'D	FIELD	SCALE 1" = 80'
Asbuilts	7-8-91	AMF	MJP	COMPLY	BY RM
					CK'D LT-1
					DATE APRIL 1989
					F.B. PG
					JOB NO. 84-0180
					FILE NO. C.D.

The design is the property of Michael G. Purmort & Associates, Inc.

ORB 5705 Pg 1499

Mizner Court — condominium I Phase II

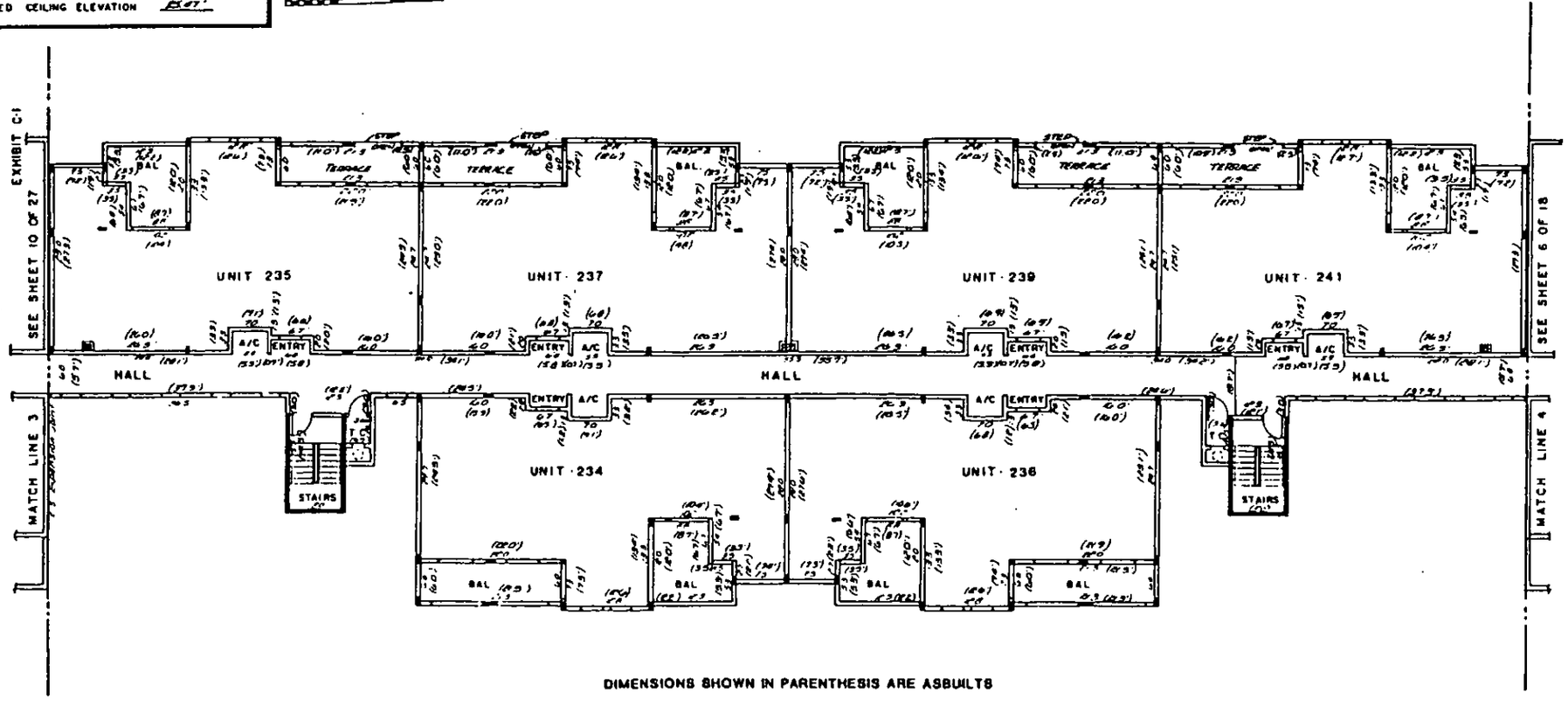
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6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION 17.09'
FINISHED CEILING ELEVATION 28.67'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 5 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYOR · PLANNER
1007 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-8181

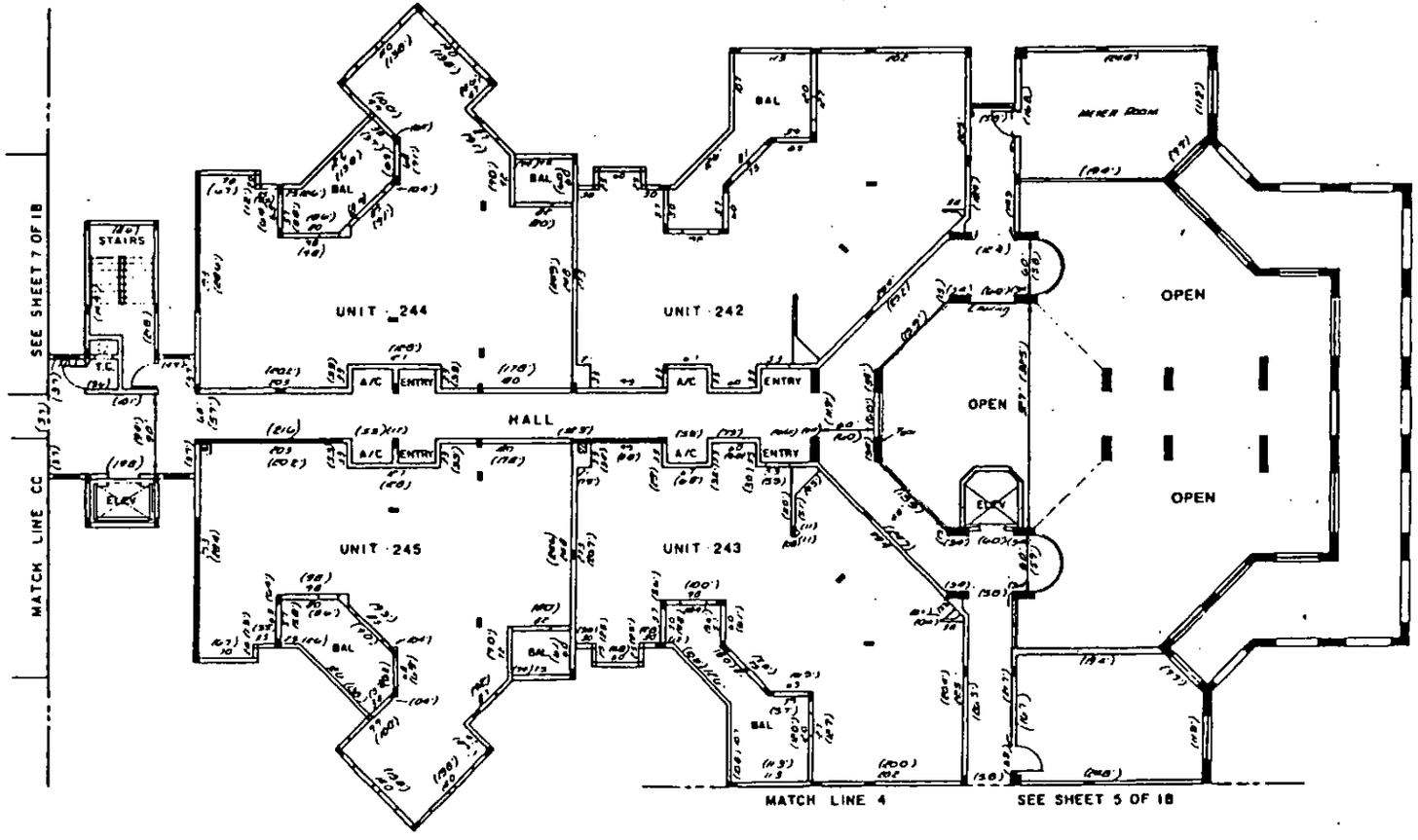
SOUTH CENTER · 2nd FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	F.B./PG.
Revised	7/6/89	Paul	M.P.	Copies

SCALE 1" = 8'-0"
DR'N B.M.
CK'D M.P.
DATE APRIL 1989
F.B. PG.
JOB NO. 89-0180
FILE NO. C.D.

ORB 5705 Pg 1500

Mizner Court — condominium I Phase II



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

GRAPHIC SCALE

NOTES:

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6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 11.08'
FINISHED CEILING ELEVATION 20.47'

SHEET 6 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1001 EAST HILLSBORO BLVD., SUITE 211, DEERFIELD BEACH, FLORIDA, 33441
(305) 421-1331

SOUTH TOWER · 2nd FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK'D	F.B./PG.	SCALE 1" = 8.0'
As-Built	7-08-94	GLL	MP	COMP.	BY G.G.
					CK'D M.P.P.
					DATE APRIL 1994
					F.B. PG.
					JOB NO 94-0180
					FILE NO C2

ORB 5705 Pg 1501

Mizner Court — condominium I Phase II

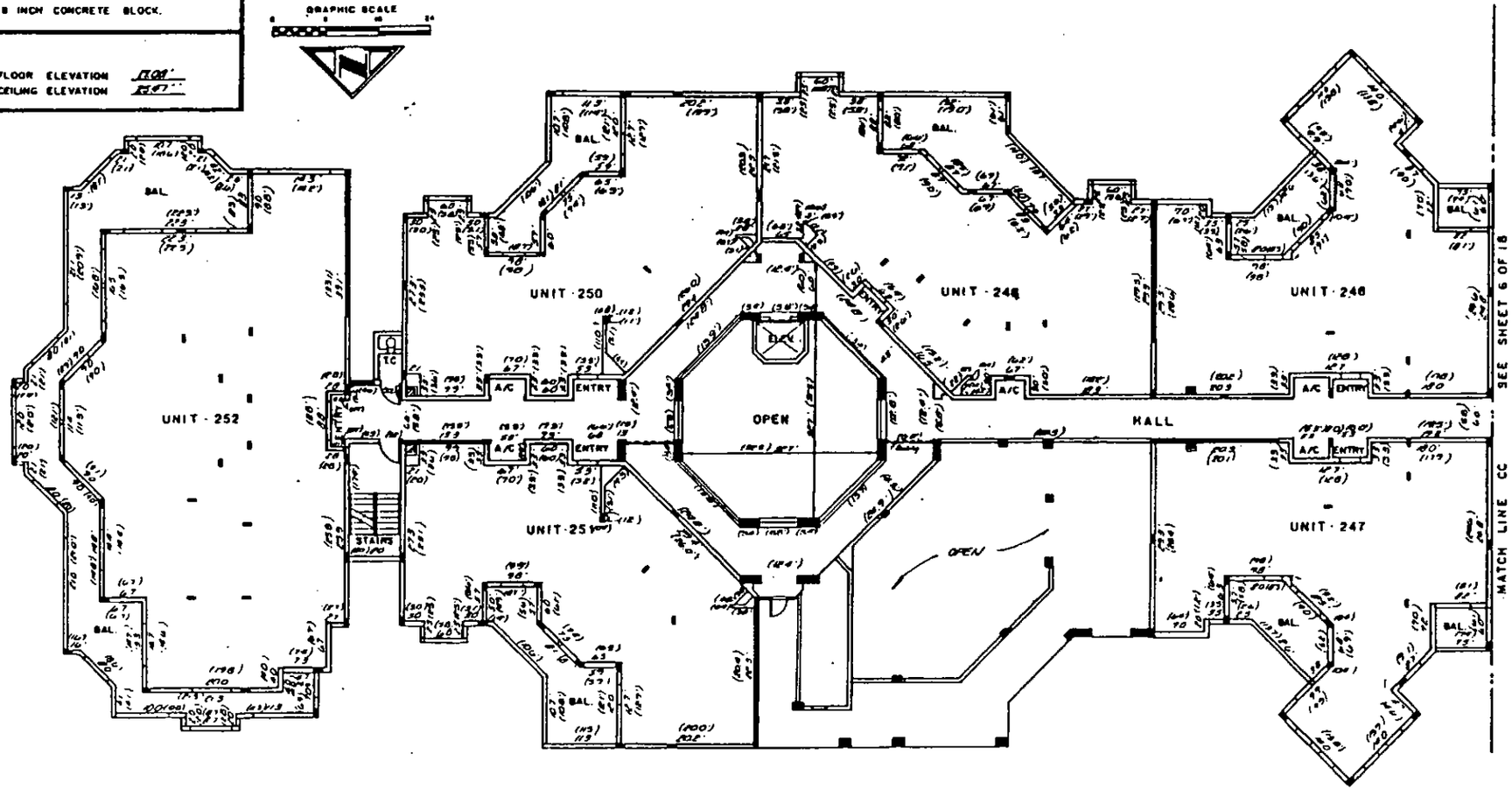
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ELEVATIONS

F.F.E. FINISHED FLOOR ELEVATION 100'
F.C.E. FINISHED CEILING ELEVATION 108'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 7 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-0101

SOUTH TOWER · 2nd FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	FB / PG	
Asbuilts	1/88	BWH	BWH		SCALE 1" = 8.0'
					BY R.N.
					CK'D A.T.S.
					DATE APRIL 1988
					F.B. PG.
					JOB NO. 84-0180
					FILE NO. C.D.

ORB 5705 Pg 1502

Mizner Court — condominium I Phase II

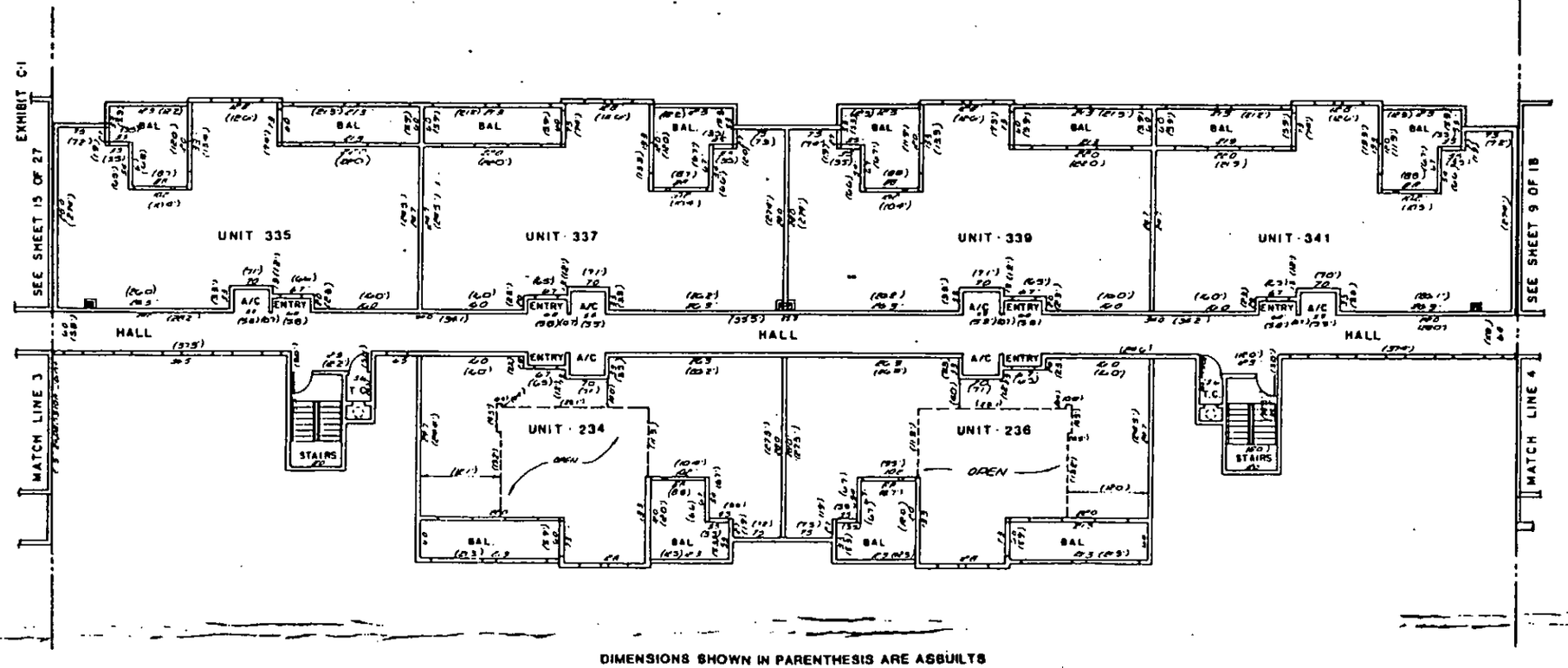
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6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION 16.17'
FINISHED CEILING ELEVATION 26.67'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 8 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1687 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-0101

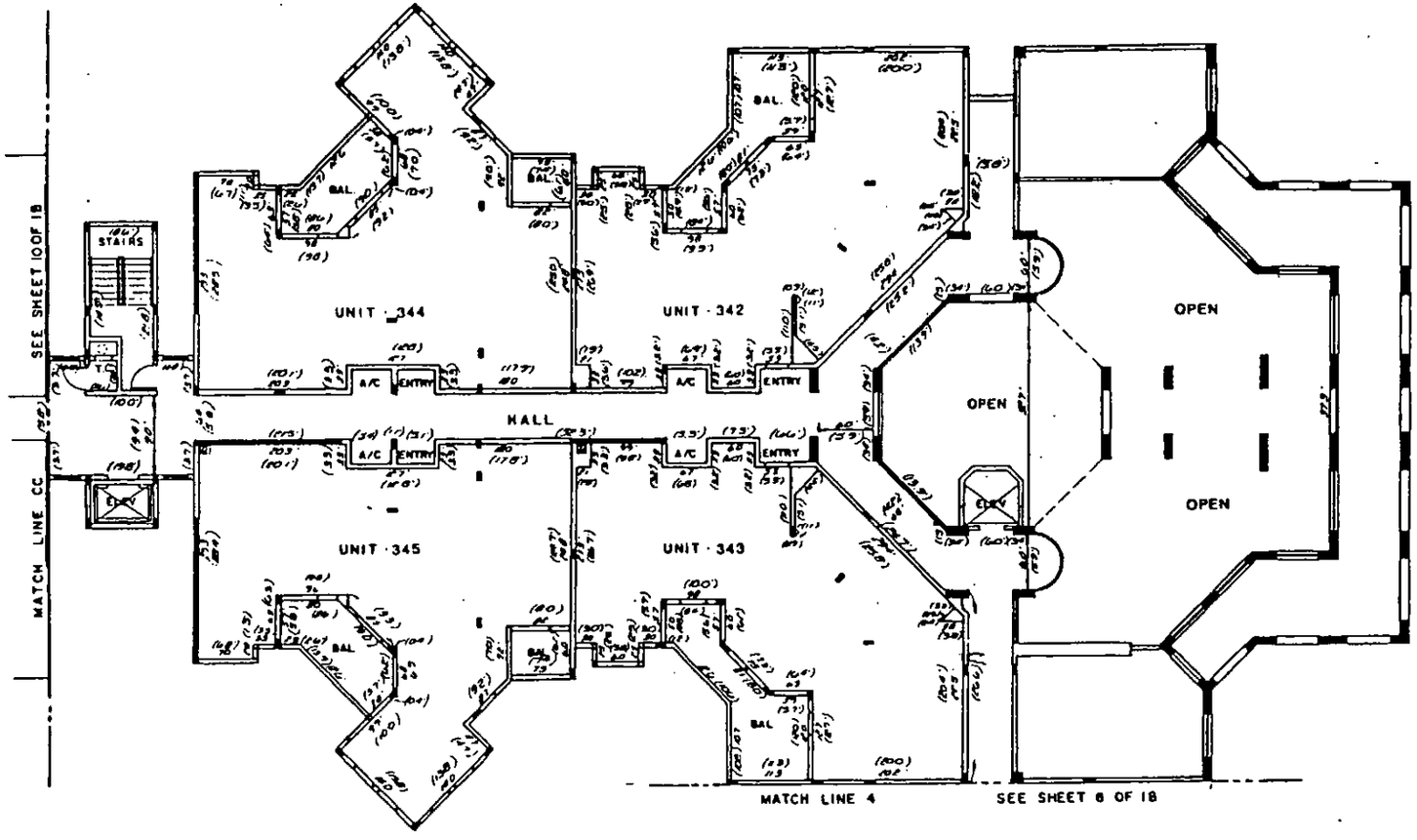
SOUTH CENTER · 3rd FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CK'D	F.B./PG.
Addenda	5-2-89	R.W.	J.P.	COPY

SCALE 1" = 8.0'
BY R.W.
CK'D J.P.
DATE APRIL 1989
F.B. PG.
JOB NO. 84-0180
FILE NO. C.D.

ORB 5705 Pg 1503

Mizner Court — condominium I Phase II



GRAPHIC SCALE

DIMENSIONS SHOWN IN PARENTHESIS ARE ASSULTS

NOTES:

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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 26.12'
FINISHED CEILING ELEVATION 34.97'

SHEET 9 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1550 EAST NEWPORT CENTER DRIVE, SUITE 215, DEERFIELD BEACH, FLORIDA, 33442
(305) 425-0101

SOUTH TOWER · 3rd FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CH'D	F.B./PG.
As Built	4/24/89	MM	-/-	-/-

SCALE 1" = 8'
BY M.M.
CH'D
DATE APRIL 1989
F.B. PG.
JOB NO. 84-0180
FILE NO. C-D

This survey is the property of the author and is not to be used in whole or in part without the written consent of the author.

ORB 5705 Pg 1504

Mizner Court — condominium I Phase II

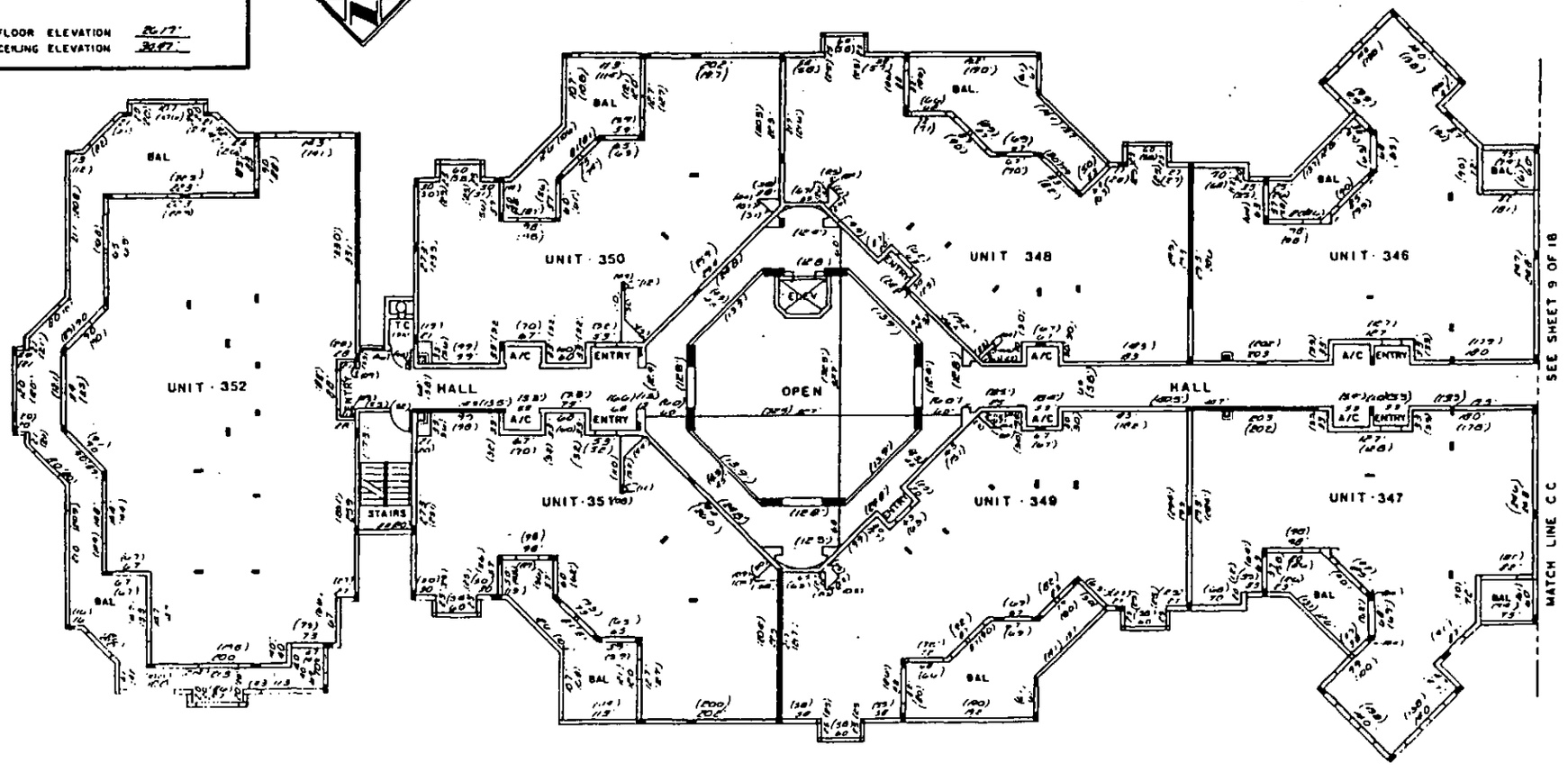
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ELEVATIONS

FINISHED FLOOR ELEVATION 86.17'
FINISHED CEILING ELEVATION 96.67'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 10 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-9101

SOUTH TOWER · 3rd FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES when REVISIONS	DATE	BY	CK'D	F.B./PG.
ASBUILTS	4/89	RM		COMPLY

SCALE 1" = 8.0'
BY R.M.
CK'D
DATE APRIL 1989
F.B. PG.
JOB NO. 84-0180
FILE NO. C.D.

ORB 5705 Pg 1505

Mizner Court — condominium I Phase II

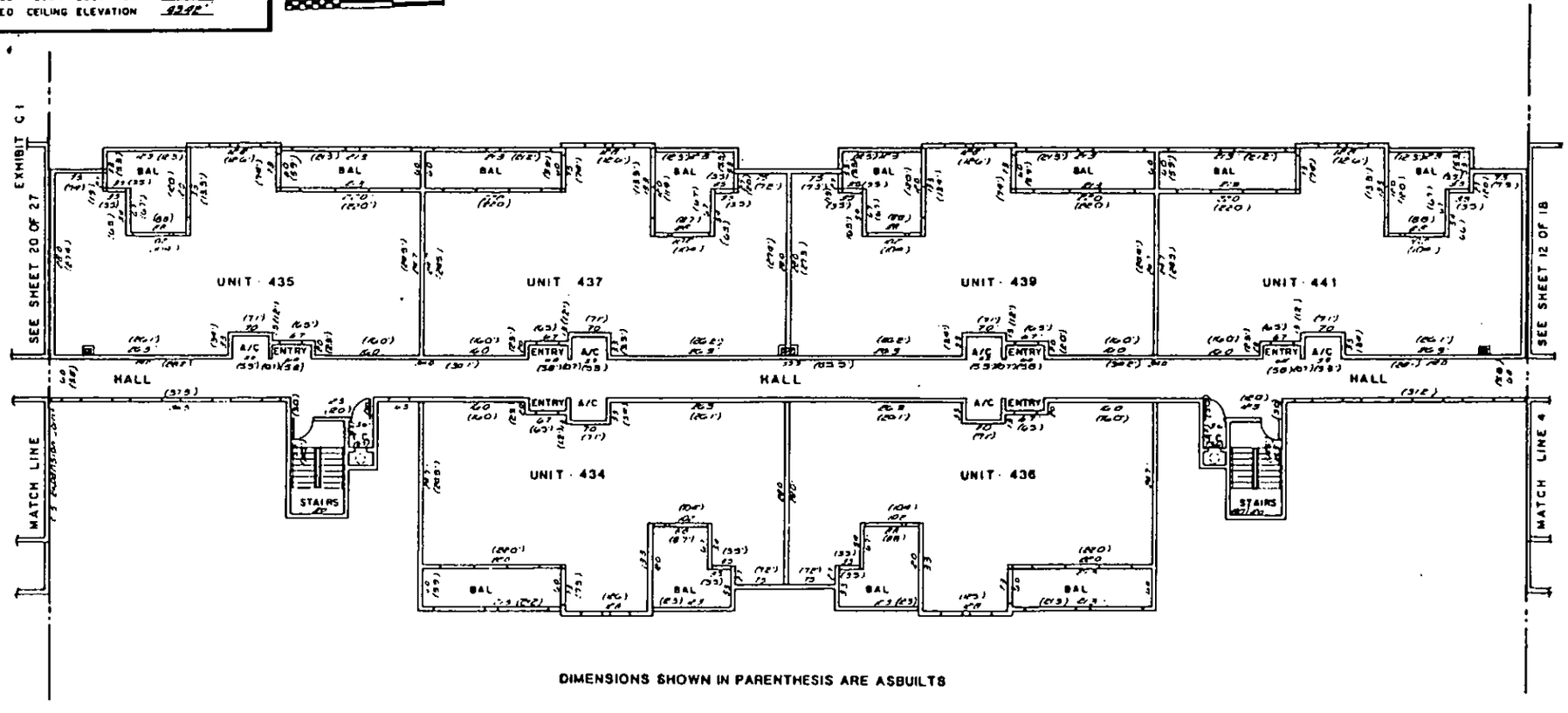
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ELEVATIONS

FINISHED FLOOR ELEVATION 93.41'
FINISHED CEILING ELEVATION 92.42'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 11 OF 18

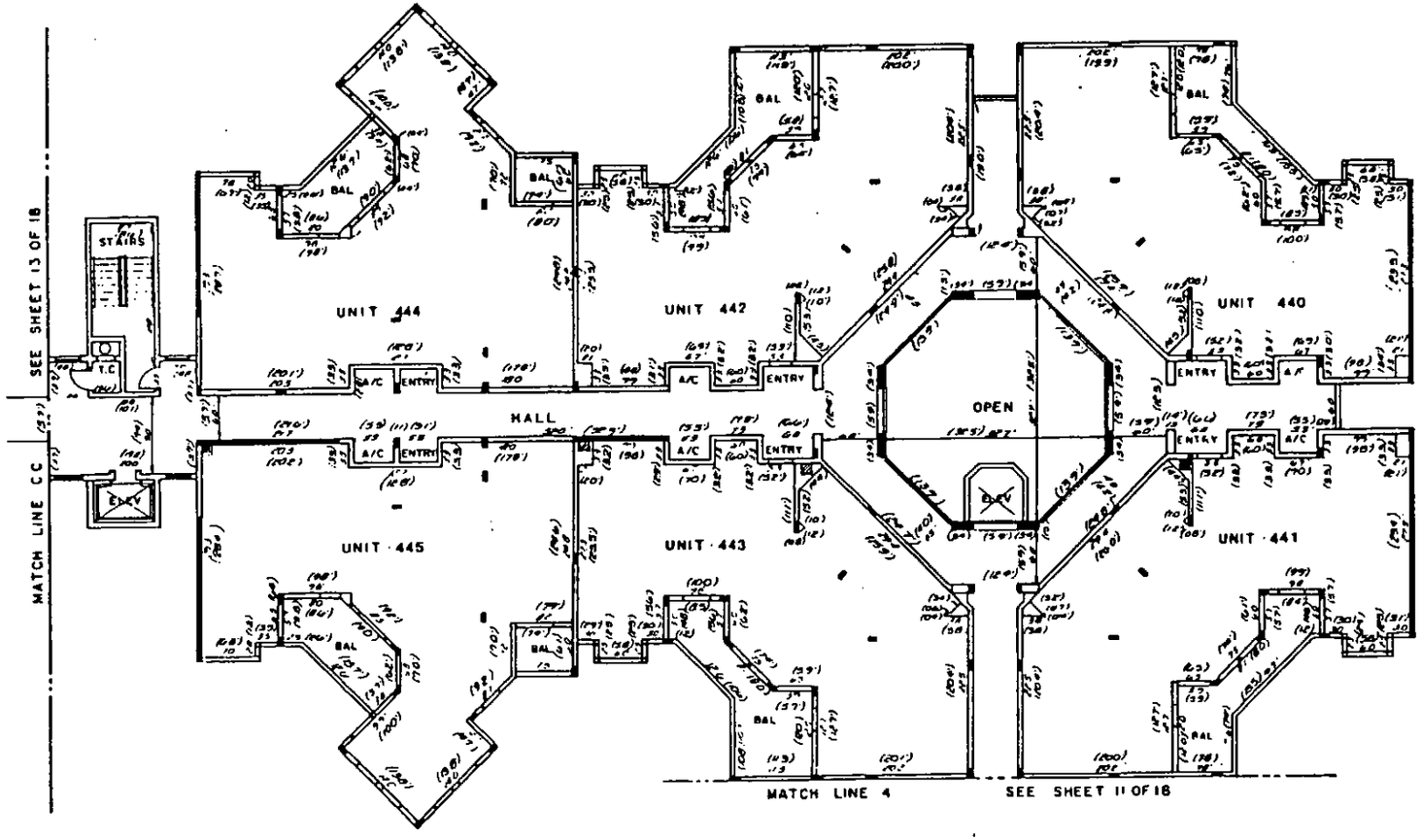
MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1001 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-8101

SOUTH CENTER · 4th FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CH'K	F.B./PG.	
Recorded	5-24-85	RAM	V.A.	CAPPS	SCALE 1" = 8'-0"
					BY R.M.
					CH'D [illegible]
					DATE APRIL 1985
					F.B. PG.
					JOB NO. 84-0180
					FILE NO. C.D.

ORB 5705 Pg 1506

Mizner Court — condominium I Phase II



GRAPHIC SCALE

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

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6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 94.14'
FINISHED CEILING ELEVATION 93.92'

SHEET 12 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 210, DEERFIELD BEACH, FLORIDA, 33442

SOUTH TOWER · 41h FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CHK	FB/PG
ASBUILTS	7/90	RM	JP	GREEN

SCALE 1" = 8.0'
BY R.M.
CK'D J.P.
DATE APRIL 1989
F.B. PG
JOB NO 84-0180
FILE NO C.D

ORB 5705 Pg 1507

Mizner Court — condominium I Phase II

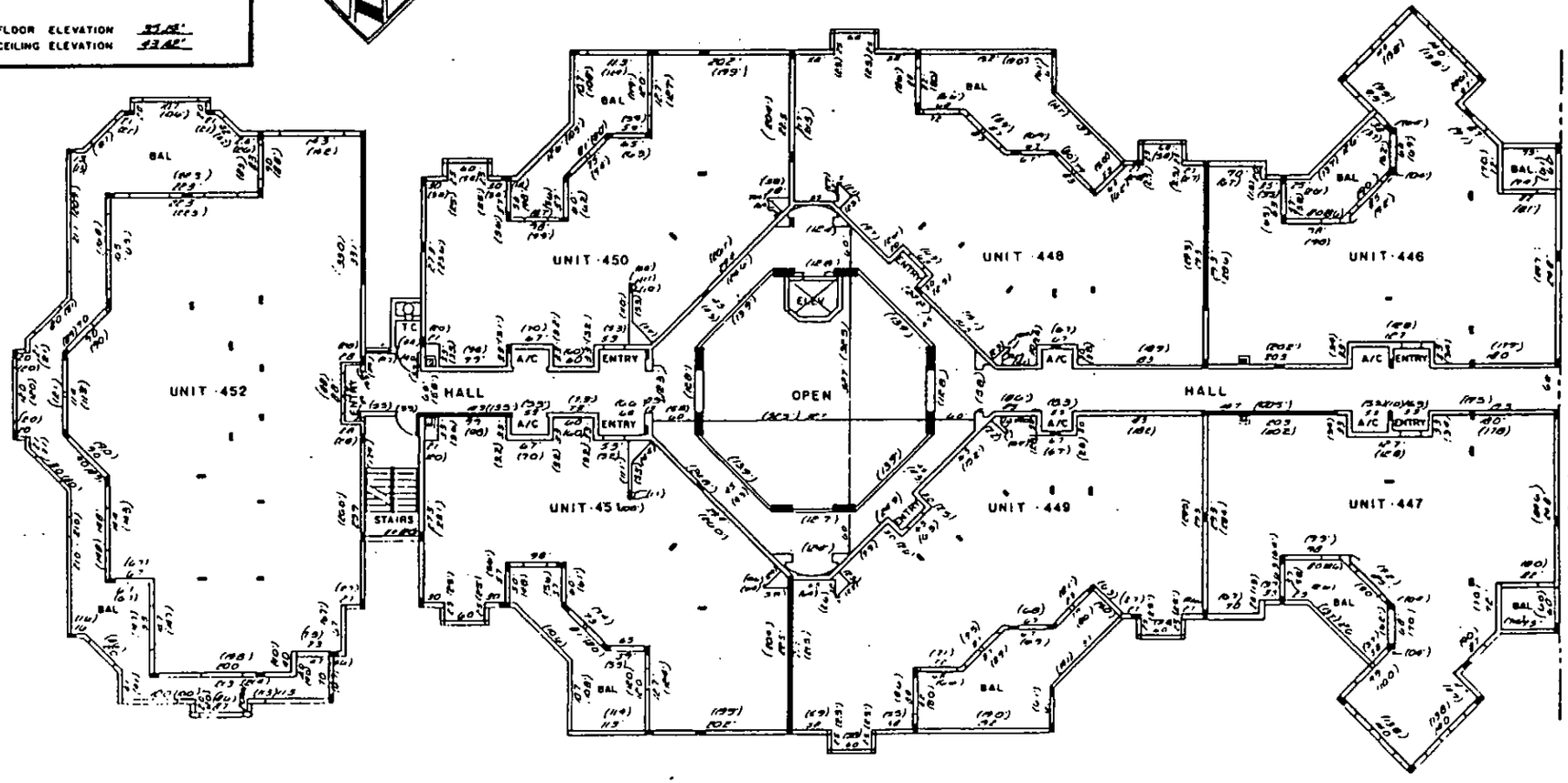
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6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 93.42'
FINISHED CEILING ELEVATION 93.42'

GRAPHIC SCALE 0 8 16 24



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 13 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1007 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

SOUTH TOWER · 4th FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES SHOWN REVISIONS	DATE	BY	CK'D	F.B./PG.
Revised No.	10 APR	RN		

SCALE 1" = 8'-0"
BY RN
CK'D
DATE APRIL, 1985
F.B. PG.
JOB NO. 84-0180
FILE NO. C2

ORB 5705 Pg 1508

Mizner Court — condominium I Phase II

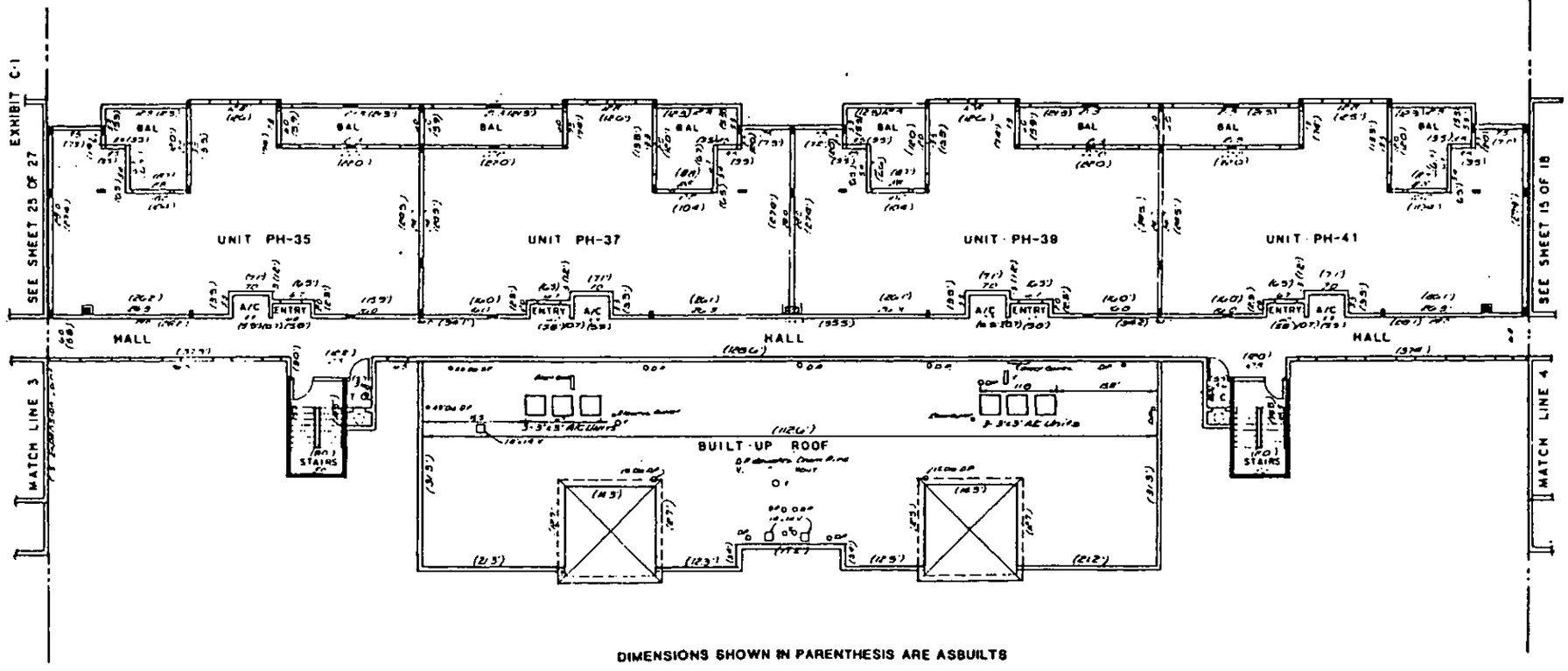
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ELEVATIONS

FINISHED FLOOR ELEVATION 44.10'
FINISHED CEILING ELEVATION 56.36'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 14 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1687 WEST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-4101

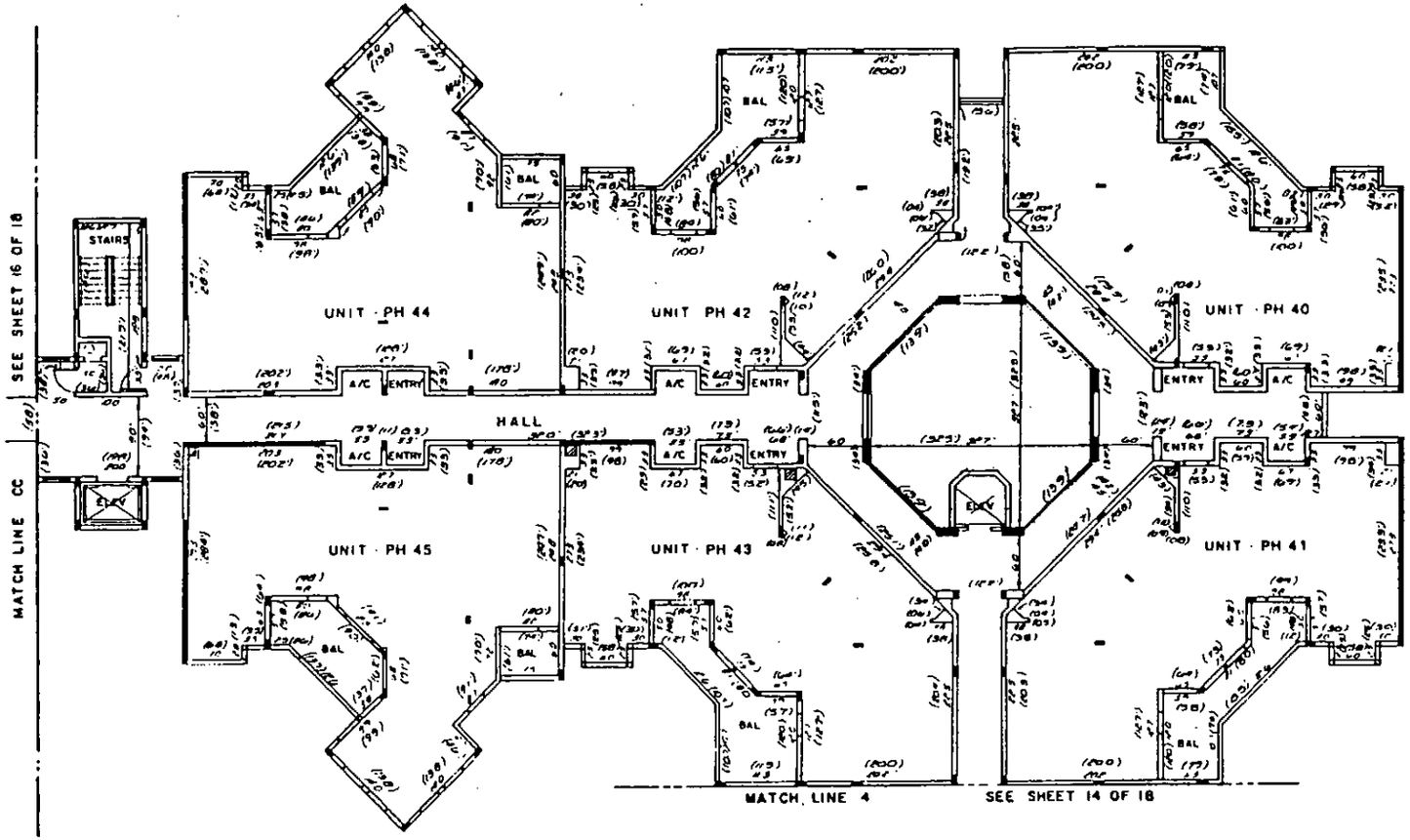
SOUTH CENTER · 5th FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES and/or REVISIONS	DATE	BY	CK'D	FB/PG
As-Built	3-29-95	RMP	MS	COMP

SCALE 1" = 8'-0"
BY R.M.
CK'D
DATE APRIL 1995
F.B. PG
JOB NO. 94-0190
FILE NO. C-D

OR 5705 Pg 1509

Mizner Court — condominium I
Phase II



GRAPHIC SCALE

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

NOTES:

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5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION [illegible]'
FINISHED CEILING ELEVATION [illegible]'

SHEET 15 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1207 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442

SOUTH TOWER · 5th FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES UNDER REVISIONS	DATE	BY	CK'D	F.B./PG.	SCALE 1" = 80'
					BY RR
					CK'D [illegible]
					DATE APRIL 1985
					F.B. PG.
					JOB NO. 84-0180
					FILE NO. C2

OR 5705 PG 1510

Mizner Court — condominium I Phase II

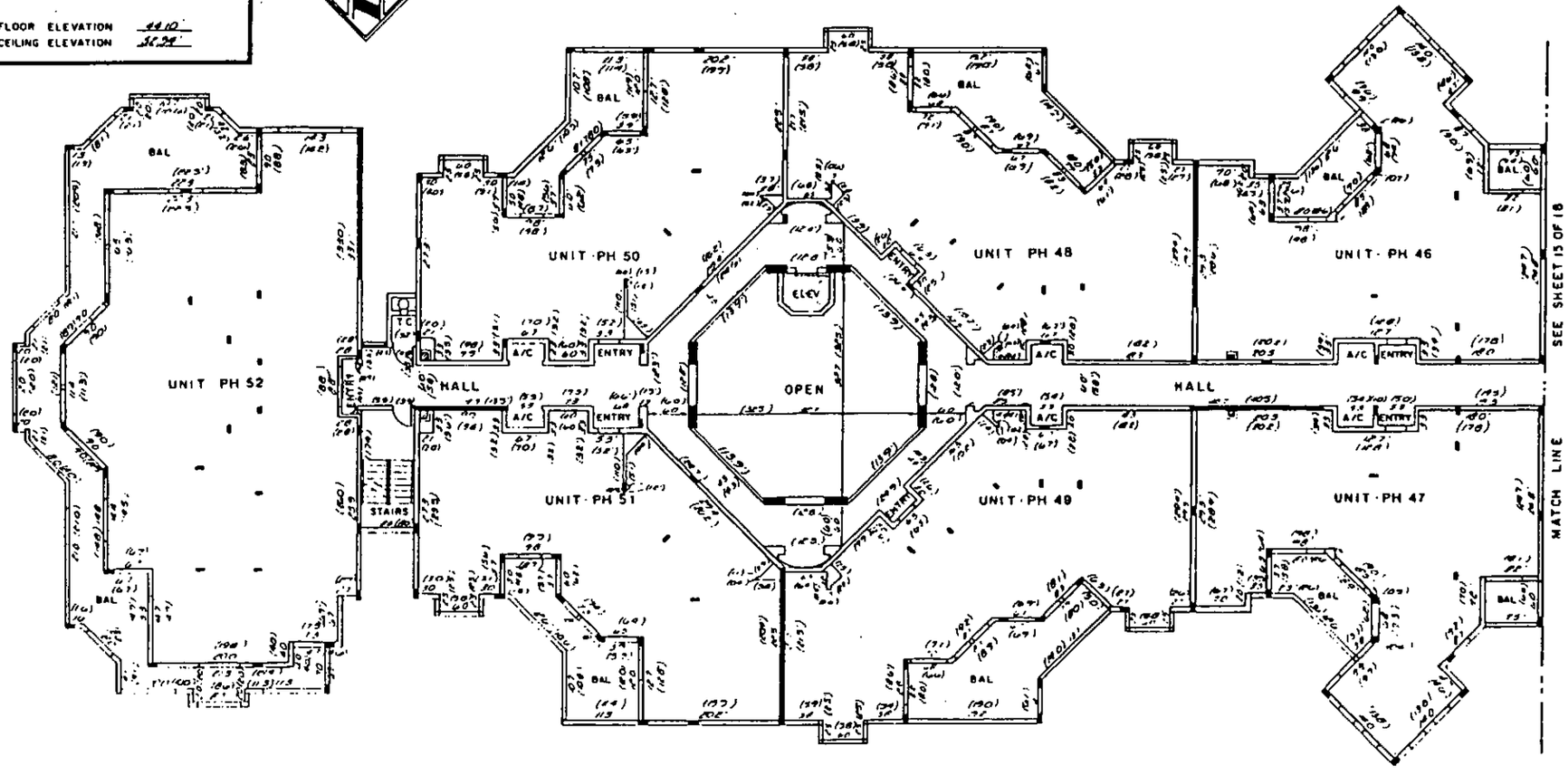
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ELEVATIONS

FINISHED FLOOR ELEVATION 44.10'
FINISHED CEILING ELEVATION 54.29'

GRAPHIC SCALE
0 8 16 24



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 16 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1001 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-8101

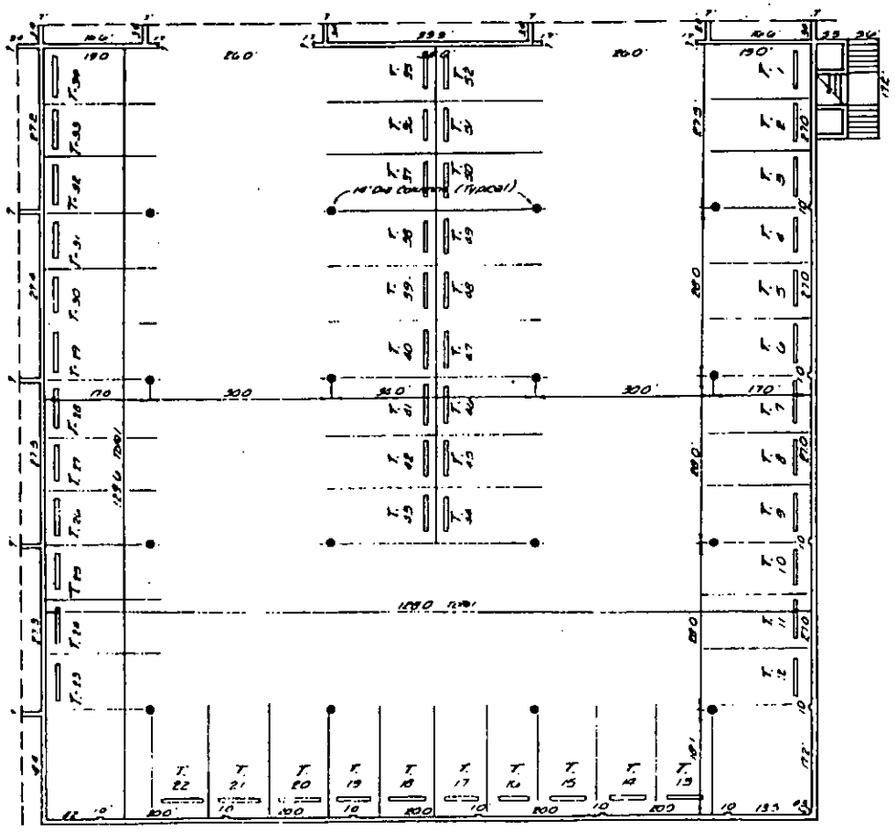
SOUTH TOWER · 5th FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

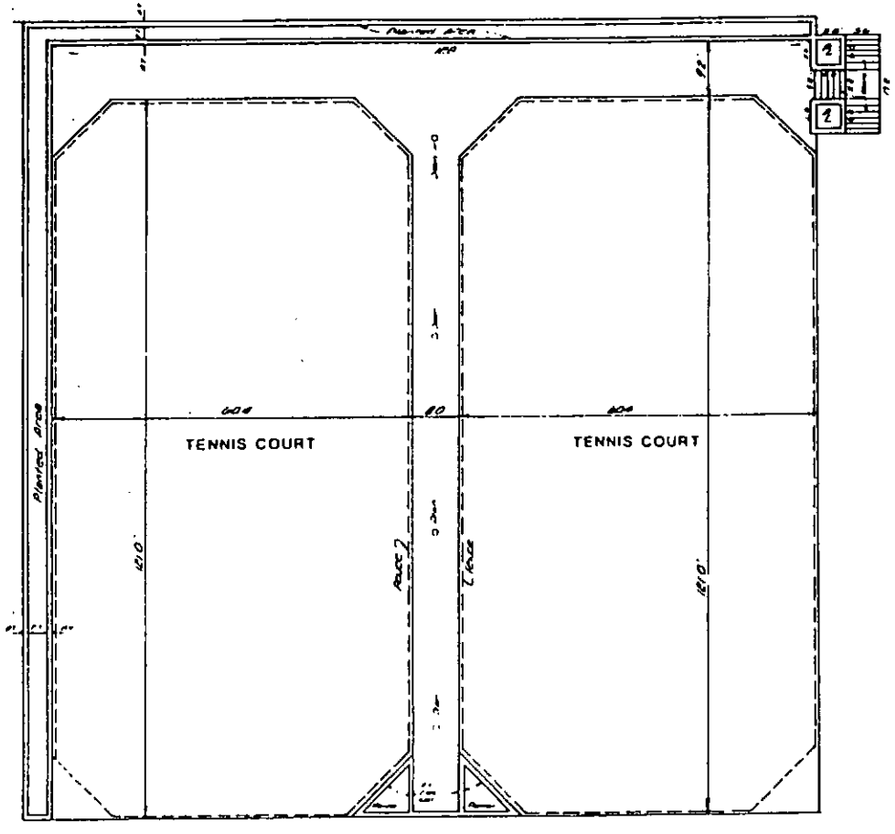
UPDATES under REVISIONS	DATE	BY	CK'D	FB/PG
Addition	7-88	RM	CT	comp

SCALE 1" = 8.0'
BY R.M.
CK'D C.T.
DATE APRIL 1988
F.B. ___ PG. ___
JOB NO. 84-0180
FILE NO. C2

ORB 5705 Pg 1511

Mizner Court — condominium I Phase II





DIMENSIONS SHOWN ARE ASBUILTS

SHEET 18 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1767 EAST NEWPORT CENTER DRIVE, SUITE 215, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-6101

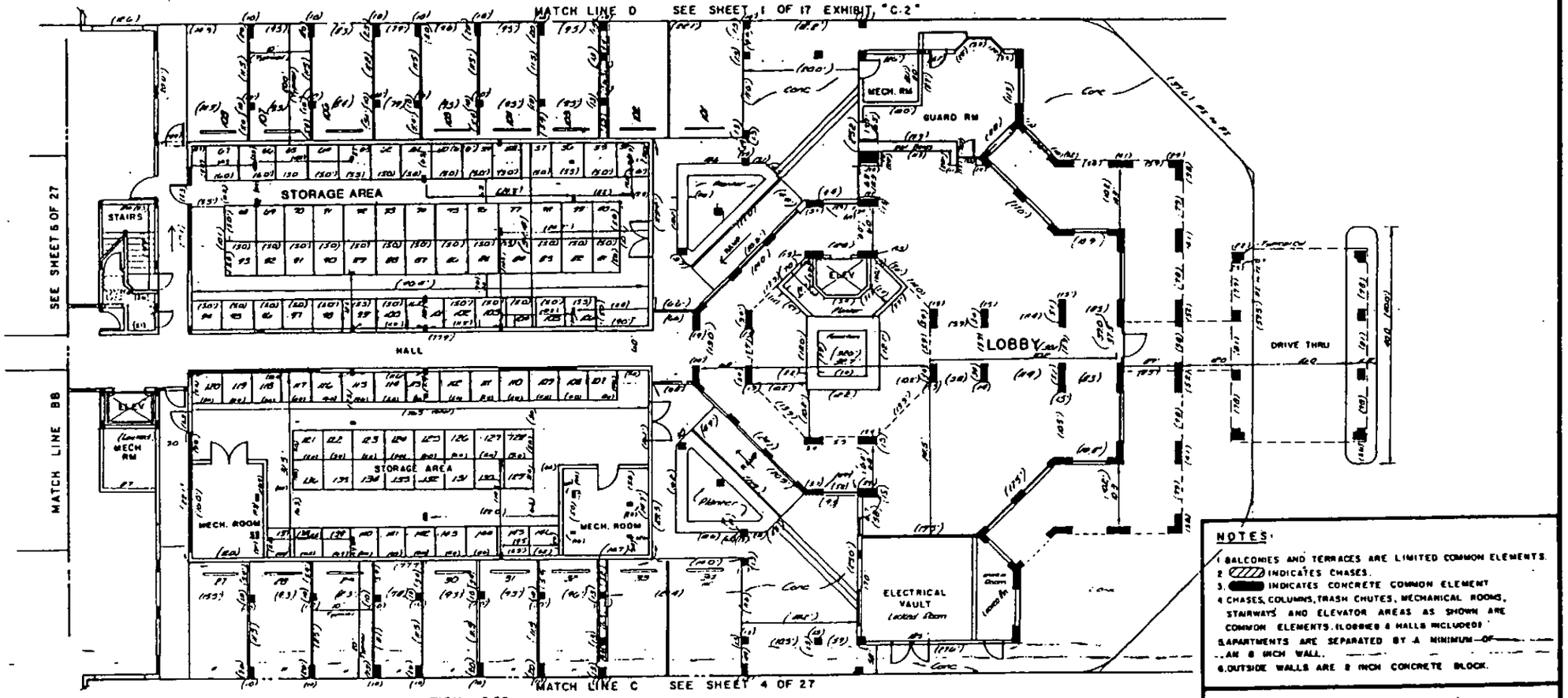
PARKING GARAGE / TENNIS COURTS
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES show REVISIONS	DATE	BY	CK'D	FB/PG
Acc. Parking #5 (T)	4-10-87	RLN	MGP	

SCALE 1" = 10'
BY RLN
CK'D
DATE MARCH, 1987
F.B. PG.
JOB NO. 84-040
FILE NO. CO

ORB 5705 Pg 1513

Mizner Court — condominium I Phase I



NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS.
2. ▨ INDICATES CHASES.
3. ▬ INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS. (LOBBIES & HALLS INCLUDED)
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION	8.00'
FINISHED CEILING ELEVATION	16.33'

DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 5 OF 27

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1287 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-8101

CENTER TOWER · GROUND LEVEL
EXHIBIT "C-1"
TO THE DECLARATION OF CONDOMINIUM

UPDATES under REVISIONS	DATE	BY	CHK	FB/PG
ASBUILTS	4-88	RH		
Add Parking Stations 1st & 4th Alt	10-88	RH		

SCALE 1" = 8.0'
BY R.H.
CHK'D M.G.P.
DATE APRIL 1988
FB PG
JOB NO 84-0180
FILE NO CD

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

ORB 5705 Pg 1514

JUL-05-1988 01:41pm 88-181624

ORB 5727 Pg 283

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR MIZNER COURT CONDOMINIUM I, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 5573, PAGE 1852 AND AMENDED IN OFFICIAL RECORDS BOOK 5705, PAGE 1486 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

This Second Amendment to Declaration of Condominium (the "Declaration") for Mizner Court Condominium I, A Condominium (the "Condominium"), is made by Mizner Court Associates Joint Venture, a Florida general partnership ("Developer"):

W I T N E S S E T H:

1. Attached hereto and made a part hereof is an Affidavit prepared by Michael G. Purmort & Associates, Inc., a Registered Florida Land Surveyor, dated June 28, 1988 setting forth a scribner's error to the Amendment of Declaration.

2. This Amendment constitutes an Amendment authorized and required by Article XIX of the Declaration and evidences and reflects a correction to the identification of certain Units. Developer hereby ratifies, approves and confirms the Declaration as originally made and recorded in the Public Records of Palm Beach County, Florida, and declares that the same remain in full force and effect according to its terms except as amended hereby.

3. Exhibit C-2, sheets 4 of 18, 7 of 18, 10 of 18, 13 of 18, and 16 of 18, of the Declaration are hereby deleted in their entirety, and the sheets attached hereto as Exhibit C-2, sheets 4 of 18, 7 of 18, 10 of 18, 13 of 18, and 16 of 18 are substituted in their place and stead for the purpose of renumbering certain Units.

4. When filed in the Public Records of Palm Beach County, Florida, this Second Amendment to the Declaration and the Certificate and Exhibits attached hereto shall be incorporated by reference and made part of as fully, as if set forth therein ab initio, the Declaration.

IN WITNESS WHEREOF, Developer has caused the foregoing Second Amendment to Declaration of Condominium for Mizner Court Condominium I, A Condominium to be executed, and its corporate seal to be hereunto affixed, by its undersigned duly authorized officer, the 29th day of June, 1988.

THIS INSTRUMENT WAS PREPARED BY:

Roy D. Oppenheim
White & Case
200 South Biscayne Boulevard
47th Floor
Miami, Florida 33131

Return to: Gold Coast Title Co. West
5530 Glades Road - D-1
Boca Raton, Florida 33431
Will Call 19

Mizner Court Associates Joint Venture, a Florida General Partnership

By: Arvida/JMB Partners L.P., a Delaware limited partnership, as a General Partner

By: Arvida/JMB Managers, Inc., an Illinois corporation, as general partner

By: _____
Vice President

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

BEFORE ME, the undersigned authority personally appeared PATRICK E. SESSIONS, to me known to be the Vice President of ARVIDA/JMB MANAGERS, INC., an Illinois corporation as the general partner of ARVIDA/JMB PARTNERS L.P., a Delaware Limited Partnership, as general partner of MIZNER COURT ASSOCIATES JOINT VENTURE, a Florida general partnership, who acknowledged before me that he did, as such officer, execute the foregoing instrument for the purposes therein expressed, on behalf of said corporation and the partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 29th day of June, 1988.

_____
Notary Public
State of Florida at Large

My commission expires:

9-3-90

(Seal)

HARRY BINNIE NOTARY PUBLIC STATE OF FLORIDA

A F F I D A V I T

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared MICHAEL G. PURMORT, who being first duly sworn deposes and says:

1.) That he is a Registered Land Surveyor, licensed in the State of Florida, his registration number is 2720.

2.) That he has supervised the surveying work required for the Condominium Documents for Mizner Court Condominium I - Phase II and have found scrivenor's errors: The corrections are as follows:

a. On Sheet 7 of 18, Unit Number 252 is now shown as Unit Number 253; they are one and the same.

b. On Sheet 4 of 18, Unit Number 152 is now shown as Unit Number 153; they are one and the same.

c. On Sheet 10 of 18, Unit Number 352 is now shown as Unit Number 353; they are one and the same.

d. On Sheet 13 of 18, Unit Number 452 is now shown as Unit Number 453; they are one and the same.

e. On Sheet 16 of 18, Unit Number PH52 is now shown as Unit Number PH53; they are one and the same.

FURTHER AFFIANT SAYETH NAUGHT.

MICHAEL G. PURMORT

SWORN TO and SUBSCRIBED before me this 28th day of June, 1988.

Notary Public

My Commission Expires: Notary Public, State of Florida My Commission Expires May 17, 1991 Bonded Thru Troy Fain - Insurance Inc.

Mizner Court — condominium I Phase II

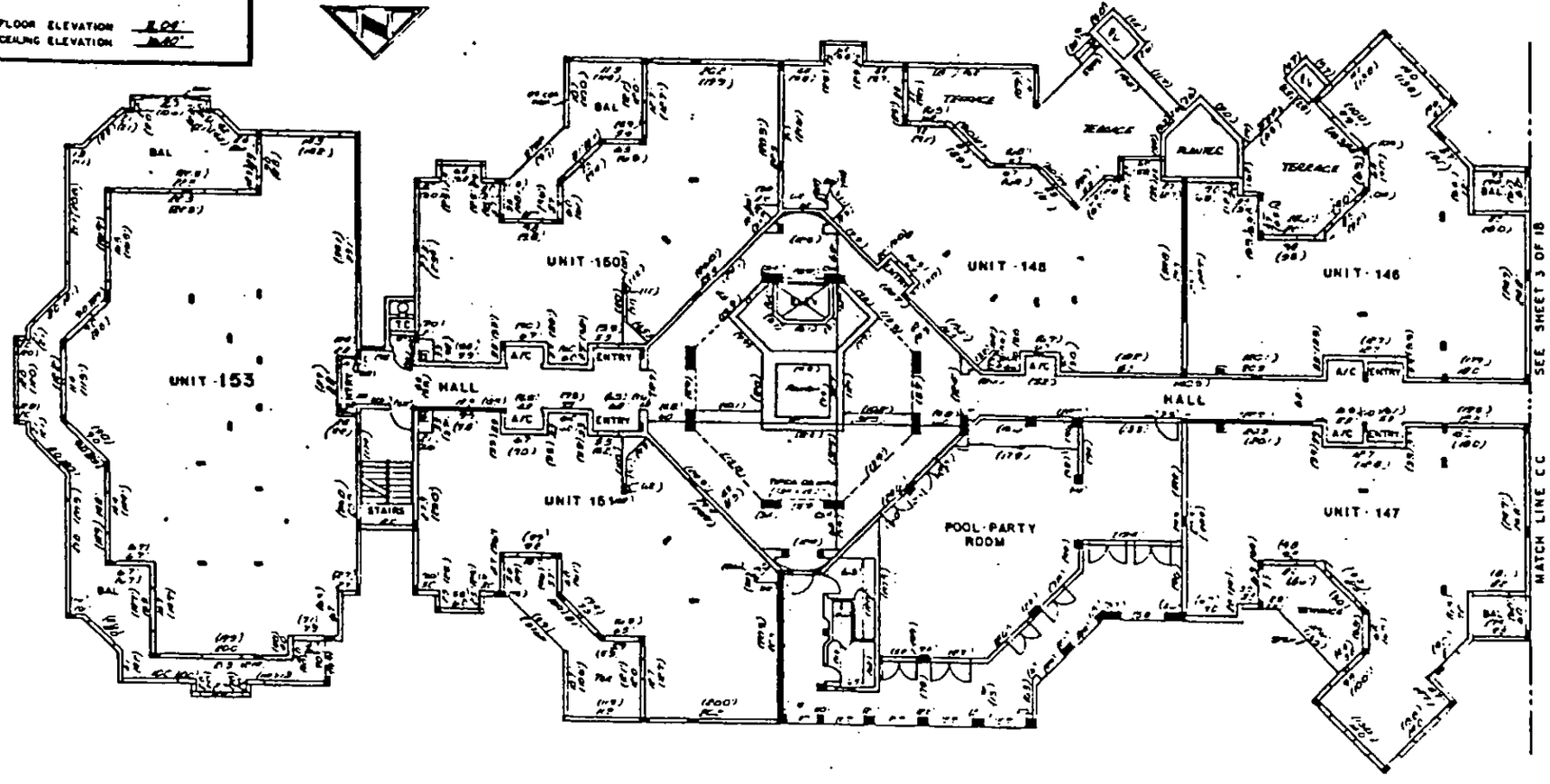
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. INDICATES CHASES
3. INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS.
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 8.04'
FINISHED CEILING ELEVATION 18.40'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 4 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1887 EAST NEWPORT CENTER DRIVE, SUITE 211, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

SOUTH TOWER · GROUND LEVEL
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES	DATE	BY	CK'D	FB PG	SCALE 1" = 8'-0"
REVISED TO 10/15/8	4/22/85	RLR			BY RLR
					C-2 & C-2-3
					DATE APRIL 1985
					FB PG
					JOB NO 84-0182
					FILE NO CD

ORB 5727 Pg 2286

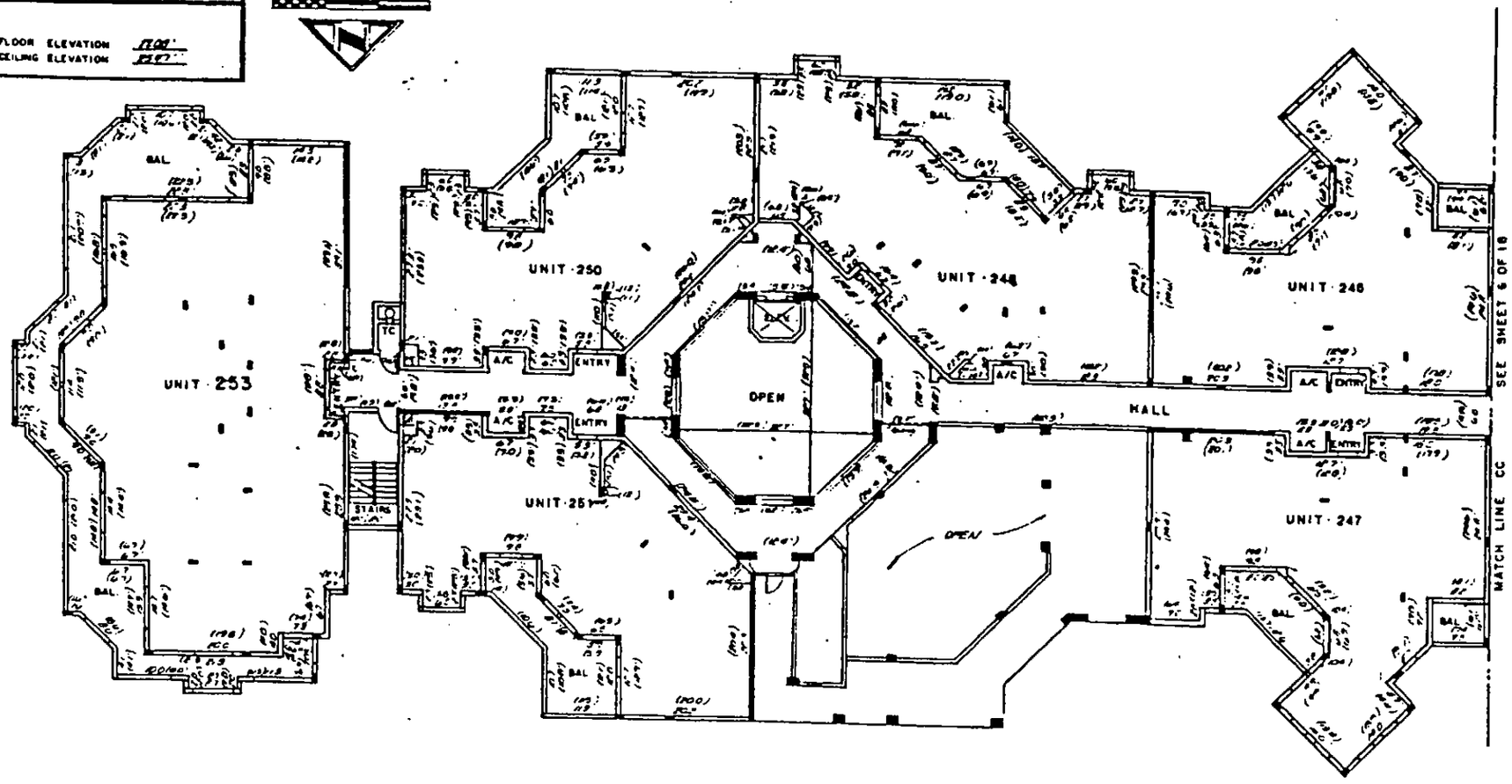
Mizner Court — condominium I Phase II

NOTES:
1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ▨ INDICATES CHASES
3. ▩ INDICATES CONCRETE COMMON ELEMENT.
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 17.00'
FINISHED CEILING ELEVATION 27.67'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 7 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1001 EAST HEMPORT CENTER DRIVE, SUITE 311, DEERFIELD BEACH, FLORIDA, 33442
(305) 421-0101

SOUTH TOWER · 2 nd FLOOR
EXHIBIT "C-2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES when REVISIONS	DATE	BY	CHK'D	APP'D
Rev Unit 252 to 253	3/8/85	RLH		MBP

SCALE 1" = 8.0'
BY RH
CH'D RTS
DATE APRIL 1985
FB PG
JOB NO 84-0180
FILE NO CD

ORB 5727 Pg 2287

Mizner Court — condominium I Phase II

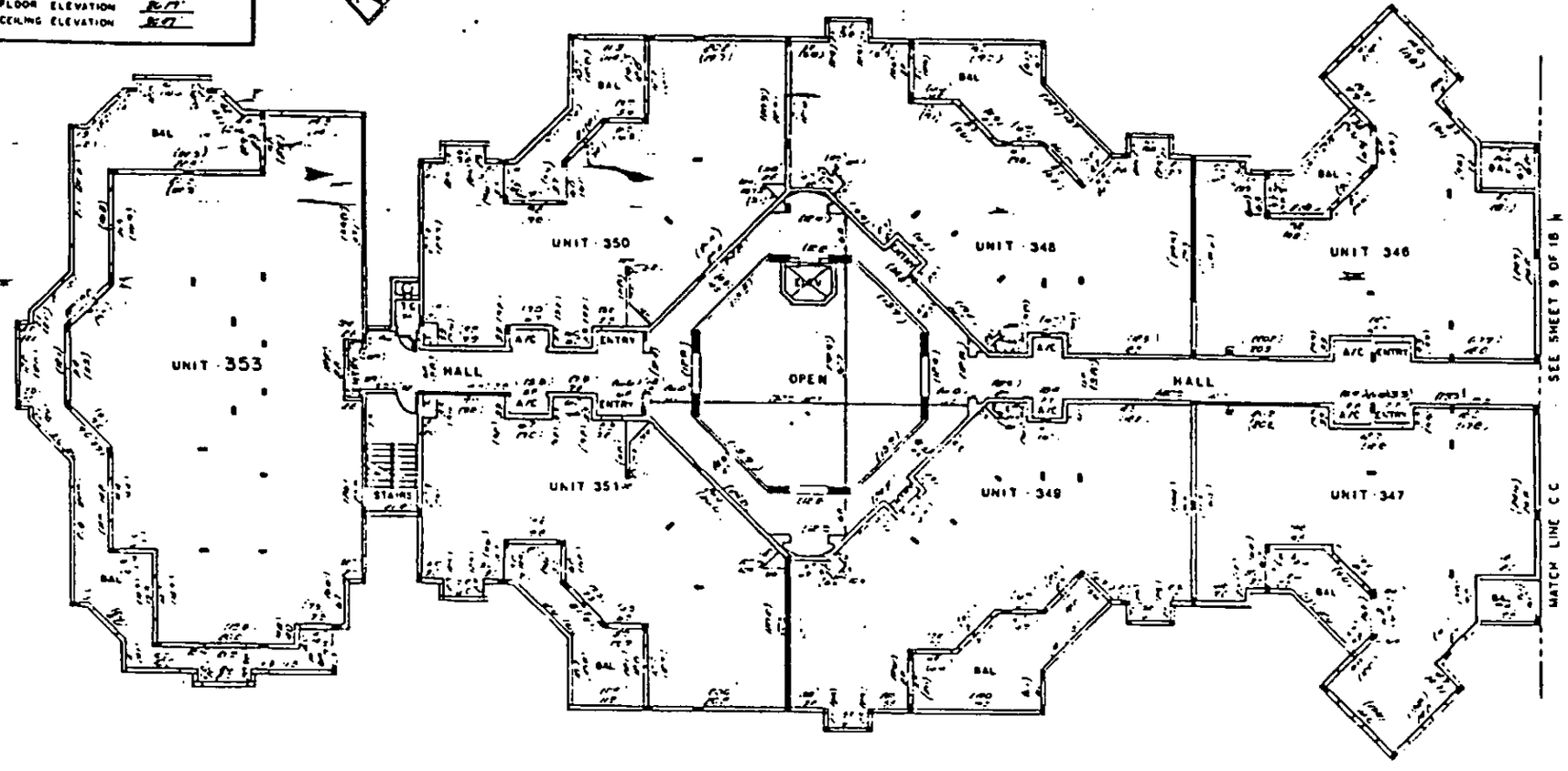
NOTES:

1. ALL CORNICES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. INDICATES CHASES
3. INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION 8.17'
FINISHED CEILING ELEVATION 18.17'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 10 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1201 EAST NEWPORT CENTER DRIVE, SUITE 201, DEERFIELD BEACH, FLORIDA, 33442

SOUTH TOWER - 3rd FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

ORB 5727 Pg 282

Mizner Court — condominium I Phase II

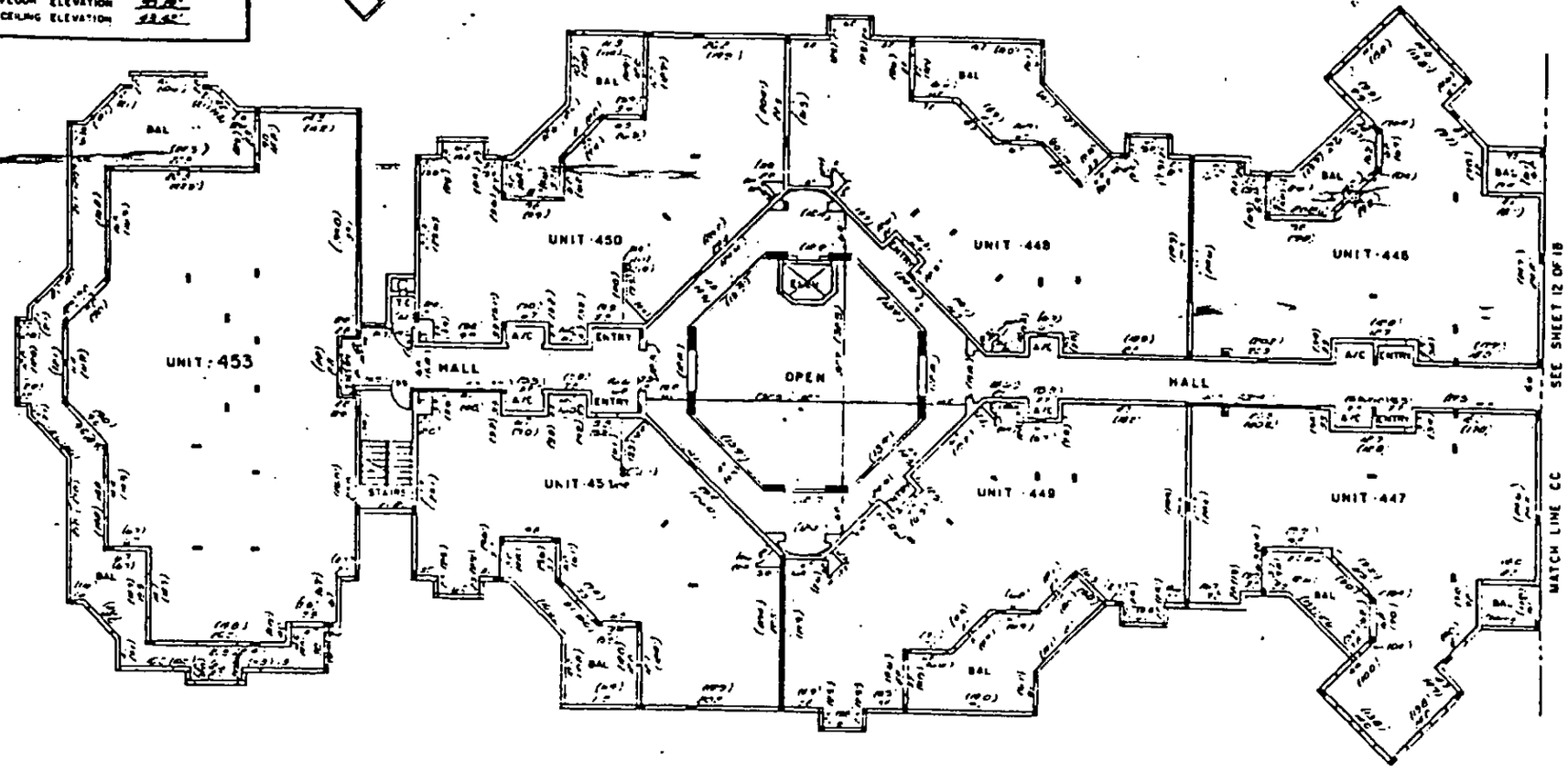
NOTES:

2. [illegible] INDICATES CHASES
3. [illegible] INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK

ELEVATIONS

FINISHED FLOOR ELEVATION [illegible]
FINISHED CEILING ELEVATION [illegible]

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
[illegible] EAST NEWPORT CENTER DRIVE, SUITE 200, DEERFIELD BEACH, FLORIDA, 33442
[illegible]

SOUTH TOWER · 4th FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

SHEET 13 OF 18

ORB 5727 Pg 289

Mizner Court — condominium I Phase II

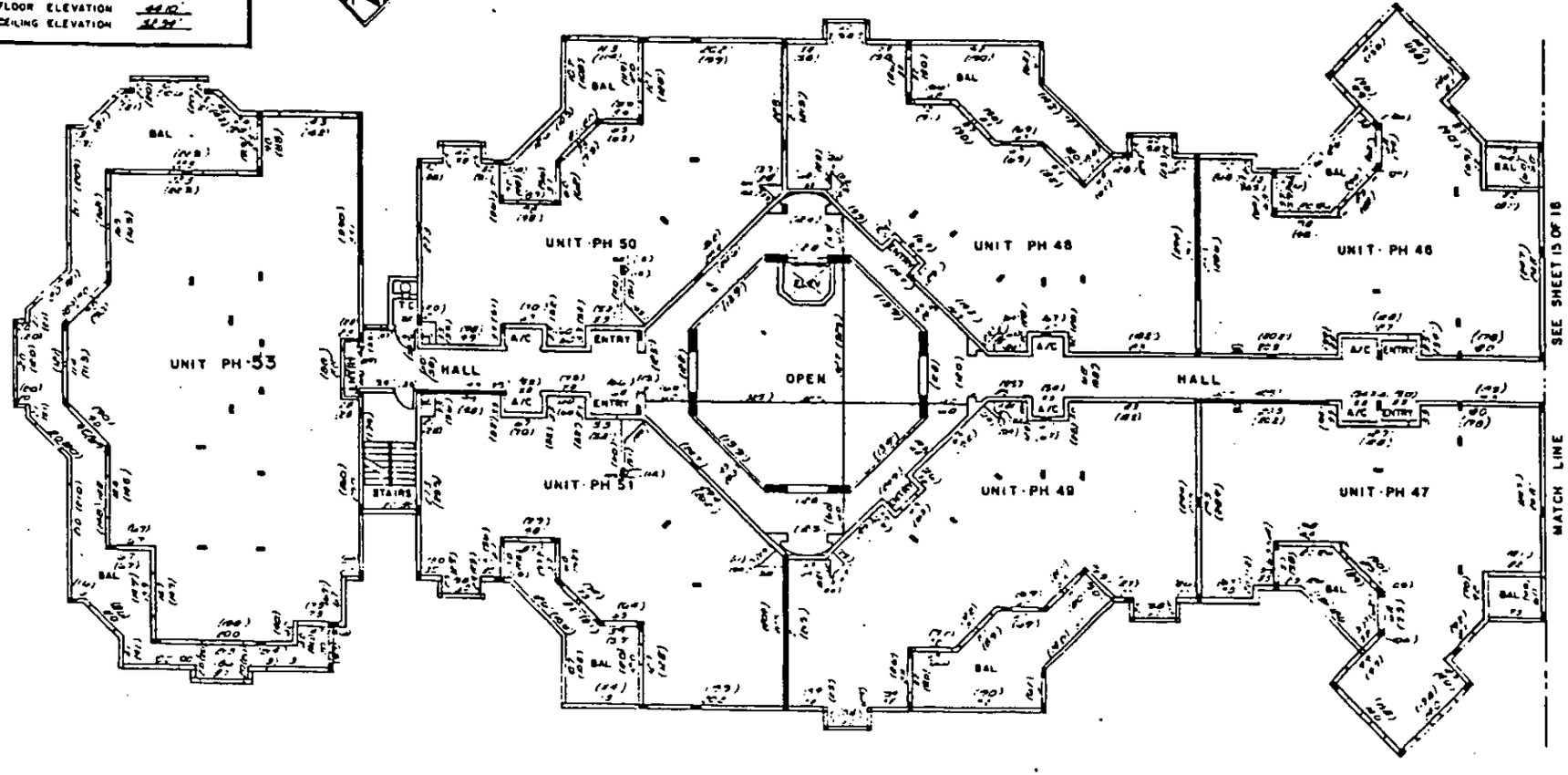
NOTES:

1. BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS
2. ( ) INDICATES CHASES
3. [ ] INDICATES CONCRETE COMMON ELEMENT
4. CHASES, COLUMNS, TRASH CHUTES, MECHANICAL ROOMS, STAIRWAYS AND ELEVATOR AREAS AS SHOWN ARE COMMON ELEMENTS.
5. APARTMENTS ARE SEPARATED BY A MINIMUM OF AN 8 INCH WALL.
6. OUTSIDE WALLS ARE 8 INCH CONCRETE BLOCK.

ELEVATIONS

FINISHED FLOOR ELEVATION 44.10'
FINISHED CEILING ELEVATION 52.34'

GRAPHIC SCALE



DIMENSIONS SHOWN IN PARENTHESIS ARE ASBUILTS

SHEET 16 OF 18

MICHAEL G. PURMORT & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
1387 EAST NEWPORT CENTER DRIVE, SUITE 201, DEERFIELD BEACH, FLORIDA, 33442
(305) 481-8181

SOUTH TOWER · 5th FLOOR
EXHIBIT "C2"
TO THE DECLARATION OF CONDOMINIUM

UPDATES (MAJOR REVISIONS)	DATE	BY	CHK'D	FIELD BK.
ADD UNIT 53	5 JUNE 82	RLL		
REVISED PH 53 & PH 54	9 JULY 82	RLL		MM

SCALE 1" = 8'-0"
BY RLL
CK'D [illegible]
DATE APRIL 1982
F.B. PG.
JOB NO. 82-0180
FILE NO. C2

ORB 5727 Pg 2690

RECORD VERIFIED
PALM BEACH COUNTY FLA

ROBERT MARC SCHWARTZ, P. A.
ATTORNEY AT LAW

ROBERT M. SCHWARTZ
FLORIDA BAR BOARD CERTIFIED
REAL ESTATE LAWYER

OF COUNSEL TO:
WEINER, MORICI & ARONSON, P.A.

102 North Swinton Avenue
Delray Beach, FL 33444

Phone: (561) 265-2666
Fax: (561) 272-6831
E-Mail: lawyer@gate.net

April 24, 1997, 1997

COPY

Mr. John Imperial, President
Mizner Court Condominium Association, Inc.
100 SE 5th Avenue
Boca Raton, Florida 33432

Re: 1st Amendment to Mizner Court Condominium I Declaration

Dear John:

Enclosed you will find the original *Certificate of Amendment to Declaration of Condominium For Mizner Court Condominium I, A Condominium*, together with the original of the *Mizner Court Condominium I Amendment to Declaration of Condominium.*

Please sign the Certificate where indicated, as President, have two (2) witnesses sign where indicated and have the document notarized. If you will then return both documents returned to me, I will have them recorded in the Public Records of Palm Beach County, Florida. Should you have any questions concerning any of the above, please give me a call. With best regards I am,

Very truly yours,

Bob Schwartz

Robert M. Schwartz

RMS:lao

F:\RMS\MIZNET.CT\ltr.wpd

This Instrument was prepared by
and should be returned to
Robert M. Schwartz, Esquire
Robert Marc Schwartz, P.A.
102 North Swinton Avenue
Delray Beach, FL 33444

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM FOR MIZNER COURT CONDOMINIUM I, A CONDOMINIUM

WHEREAS, the DECLARATION OF CONDOMINIUM For, MIZNER COURT CONDOMINIUM I, A CONDOMINIUM was recorded on February 12, 1988, in Official Record Book 5573, at Page 1852, of the Public Records of Palm Beach County, Florida (the "Declaration"): and

WHEREAS, pursuant to the provisions of Article XIX., Section A, of the Declaration, at a duly called and held meeting of the Members of MIZNER COURT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, held on the 1st day of February, 1993, the Declaration was amended by the affirmative vote of the owners of more than Seventy-Five Percent (75%) of the Units which were represented in person or by proxy at said meeting, at which meeting a quorum was present.

NOW, THEREFORE, the Declaration be, and the same is hereby, amended in accordance with the MIZNER COURT CONDOMINIUM I AMENDMENT TO DECLARATION OF CONDOMINIUM which is attached hereto; which document is a true and correct copy of the Amendment as adopted by the the owners of the Units.

WE HEREBY CERTIFY that the attached Amendment was duly adopted as an Amendment to the Amended Declaration in the manor provided for therein at a duly called meeting held on the 1st day of February, 1993, at which meeting a quorum was present.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29 day of April, 1997.

Witnesses

(corporate seal)

MIZNER COURT CONDOMINIUM
ASSOCIATION, INC.
a Florida Corporation not-for-profit

By: _____
John Imperial, President

STATE OF FLORIDA]

COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this 29 day of April, 1997, by John Imperial , as President, of MIZNER COURT CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, on behalf of the corporation, who is (personally known to me) ~~(has produced)~~ _____ ~~(type of identification) (as identification)~~ and who (~~did~~/did not) take an oath.

OFFICIAL NOTARY SEAL
KATHRYN I CONCEPCION
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC549008
MY COMMISSION EXP. APR. 21,2000

Kathryn I. Concepcion
(Signature of person taking acknowledgment)

KATHRYN I. CONCEPCION
(Name typed, printed or stamped)

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires: 4/21/2000
Serial Number CC549008

MIZNER COURT CONDOMINIUM I
AMENDMENT TO
DECLARATION OF CONDOMINIUM

(Additions are indicated by underlining; deletions are indicated by "-------")

XII. OWNERSHIP AND USE RESTRICTIONS

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

E. Leasing.

No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Leasing of Units shall also be subject to the prior written approval of the Association. No Unit shall be leased more than ~~twice each year~~ once in a twelve (12) month period and no Unit may be leased or rented for a period of less than three (3) months. No subleases or assignment of existing leases shall be permitted Leases for a period of more than one (1) year must be re-approved by the Board of Directors annually. Any lease renewal must be approved by the Board of Directors. Unit Owners wishing to lease their Units shall be required to submit a copy of the proposed lease, together with an application to lease, to the Board of Directors for their approval, accompanied by a One Hundred

Dollar ($100.00) non-refundable check made payable to Mizner Court Condominium Association, Inc., and shall also be required to place in escrow with the Association the sum of $500.00 which may be used by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Five Hundred Dollar ($500.00) deposit shall be held in a non-interest bearing bank account. A copy of the Rules and Regulations shall be given to every lessee, who shall, as a condition to the approval of the lease, sign a written statement agreeing to accept and abide by the Rules and Regulations. When the lease period is terminated, if there is no damage to the Common Areas, the deposit will be refunded. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed $50.00 shall be returned to the Unit Owner within ninety (90) days after the tenant and all subsequent tenants permanently vacate the Unit. All leases shall also comply with and be subject to the provisions of Article IX hereof. During any period of time in which a lease of a Unit is in effect, the Owner(s) of the Unit shall not be permitted to use the Common Area Facilities.

ROBERT MARC SCHWARTZ, P. A.
ATTORNEY AT LAW

ROBERT M. SCHWARTZ
FLORIDA BAR BOARD CERTIFIED
REAL ESTATE LAWYER

OF COUNSEL TO:
WEINER, MORICI & ARONSON, P.A.

102 North Swinton Avenue
Delray Beach, FL 33444

Phone: (561) 265-2666
Fax: (561) 272-6831
E-Mail: lawyer@gate.net

May 20, 1997

Mr. John Imperial, President
Mizner Court Condominium Association, Inc.
100 SE 5th Avenue
Boca Raton, Florida 33432

Re: 2ND AMENDMENT TO MIZNER COURT CONDOMINIUM I DECLARATION

Dear John:

Enclosed you will find the original recorded *Certificate of Amendment to Declaration of Condominium For Mizner Court Condominium I, A Condominium*, together with the original of the *Mizner Court Condominium I Amendment to Declaration of Condominium*, as recorded in the Public Records of Palm Beach County, Florida. Article XIX, Section C. of the Declaration requires that a copy of this Amendment be delivered to each Unit Owner.

Enclosed you will also find the *Certificate of Amendment to Declaration of Condominium For Mizner Court Condominium I, A Condominium*, together with the original of the *Mizner Court Condominium I Amendment to Declaration of Condominium*, concerning the 2nd Amendment.

Please sign the Certificate where indicated, as President, have two (2) witnesses sign where indicated and have the document notarized. If you will then return both documents returned to me, I will have them recorded in the Public Records of Palm Beach County, Florida. Should you have any questions concerning any of the above, please give me a call. With best regards I am,

Very truly yours,

Bob Schwartz

Robert M. Schwartz

RMS:lao
enc: as noted

F:\RMS\MIZNET.CT\JILTR.WPD

MIZNER COURT CONDOMINIUM
AMENDMENT TO
DECLARATION OF CONDOMINIUM

XII. OWNERSHIP AND USE RESTRICTIONS

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

A. Units.

Each unit shall be used as a single family residence only. A unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' family and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, and such persons' family and guests: (i) an individual lessee or sublessee, (ii) an officer director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. Each Owner shall notify the Board, in writing, as to the name of the person who shall be designated by the Owner to be the designated occupant of each Unit owned by the Owner. Such designated occupant of the unit, and such persons' family and guests shall be the only occupants permitted of such Unit until such time, if any, that the Owner notifies the Board, in writing, that there has been a change in the designated occupant. No Owner may change the designated occupant of a Unit more that one (1) time in any twelve month period. "Family" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children, grandchildren, unmarried couples and housekeepers. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

02/20/2003 15:46:39 20030097137
OR BK 14823 PG 0220
Palm Beach County, Florida

This Instrument was prepared by
and should be returned to
Robert M. Schwartz, Esquire
ROBERT MARC SCHWARTZ, P.A.
102 North Swinton Avenue
Delray Beach, FL 33444

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM FOR MIZNER COURT CONDOMINIUM I, A CONDOMINIUM

WHEREAS, the DECLARATION OF CONDOMINIUM for MIZNER COURT CONDOMINIUM I, A CONDOMINIUM was recorded on February 12, 1988, in Official Record Book 5573, at Page 1852, of the Public Records of Palm Beach County, Florida (the "Declaration"): and

WHEREAS, pursuant to the provisions of Article XIX., Section A, of the Declaration, at a duly called and held meeting of the Members of MIZNER COURT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, held on the 26th day of August, 2002, the Declaration was amended by the affirmative vote of the owners of more than Seventy-Five Percent (75%) of the Units which were represented in person or by proxy at said meeting, at which meeting a quorum was present; and

WHEREAS, the AMENDMENT TO DECLARATION OF CONDOMINIUM that was recorded on September 9, 2002, in Official Record Book 14175 at Page 0333 of the Public Records of Palm Beach County Florida purporting to accurately reflect the amendment that was approved on August 26, 2002, contained an error; and

WHEREAS, the attached Corrected MIZNER COURT CONDOMINIUM AMENDMENT TO DECLARATION OF CONDOMINIUM accurately reflects the amendment that was approved on August 26, 2002.

NOW, THEREFORE, the Declaration be, and the same is hereby, amended in accordance with the Corrected MIZNER COURT CONDOMINIUM I AMENDMENT TO DECLARATION OF CONDOMINIUM which is attached hereto; which document is a true and correct copy of the Amendment as adopted by the owners of the Units.

WE HEREBY CERTIFY that the attached Corrected Amendment was duly adopted as an Amendment to the Declaration for Mizner Court Condominium I, a Condominium in the manor provided for therein at a duly called meeting held on the 26th day of August, 2002 at which meeting a quorum was present.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14 day of February, 2003.

Witnesses

MIZNER COURT CONDOMINIUM ASSOCIATION, INC.
a Florida Corporation not-for-profit

By: _____
Paul Courtney, President

(corporate seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14 day of February, 2003, by Paul Courtney, as President of MIZNER COURT CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, on behalf of the corporation, who is (personally known to me) (has produced) _____ (type of identification) (as identification) and who (did/did not) take an oath.

_____
(Signature of person taking acknowledgment)

KATHRYN I. CONCEPCION
(Name typed, printed or stamped)

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires: 4/21/2004
Serial Number CC925741

(Notary Seal)

KATHRYN I. CONCEPCION
Notary Public - State of Florida
My Commission Expires Apr 21, 2004
Commission # CC925741

Corrected

MIZNER COURT CONDOMINIUM AMENDMENT TO DECLARATION OF CONDOMINIUM

(additions are indicated by underlining; deletions are indicated by "-------")

IX. INSURANCE.

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

A. Duty and Authority to Obtain.

The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit Owners and their mortgagees. The Owner of each Unit may, at the expense of such Owner, obtain insurance coverage against damage to those portions of their Unit not insured by the Association and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others; provided, that each policy of such insurance purchased by a Unit Owner shall, where such provisions is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit Owners, the Association, and their respective employees, agents, guests and invitees.

B. Required Coverage.

The Association shall purchase and carry insurance coverage as follows:

(1) Casualty Insurance.

Casualty Insurance covering all of the buildings, the association property, the common elements and the condominium property, all as defined in the Florida Condominium Act Chapter 718 Florida Statutes as same may be amended from time to time ~~and other improvements of the Condominium, including, without limitation, Units, Limited Common Elements and Common Elements,~~ in an amount equal to the maximum insurance replacement value thereof (subject to reasonable deductible clauses) exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association, such insurance to afford protection against: