

COHEN NORRIS WOLMER RAY TELEPMAN COHEN

ATTORNEYS AT LAW

October 6, 2017

FRED C. COHEN, P.A.
DAVID B. NORRIS, P.A.
BRENT G. WOLMER, P.A.
PETER R. RAY, P.A.
JAMES S. TELEPMAN, P.A.***
GREGORY R. COHEN, P.A.**
JONATHAN A. BERKOWITZ, P.A.

JAMES F. CAPLAN
NEIL P. CHERUBIN
GARY J. COHAN*
BERNARD A. CONKO*[*][*]
GARY A. ISAACS, P.A.*
DOUGLAS P. LAMBERT*
ALFRED G. MORICI, P.A.*
TIMOTHY P. O'NEILL
M. RICHARD SAPIR
JOHN R. SHEPPARD
KYLE A. SILVERMAN*

*Of Counsel
**Board Certified Real Estate
***Board Certified Business Litigation

Via Email: mayor@townofpalmbeach.com; and council@townofpalmbeach.com
and U.S. Mail

Gail L. Coniglio, Mayor
Ms. Julie Araskog, Town Council Member
Mr. Richard M. Kleid, Town Council Member
Ms. Bobbie Lindsay, Town Council Member
Ms. Danielle H. Moore, Town Council Member
Ms. Margaret A. Zeidman, Town Council Member

Town of Palm Beach
Town Clerk's Office
360 S. County Road
Palm Beach, FL 33480

RECEIVED
2017 OCT 11 PM 4:22 TWN CLERK

Re: 224 Atlantic, LLC Zoning Application Z-17-00036
To be heard by Town Council on October 11, 2017, at 9:30 am

To Mayor Coniglio and the Members of the Town Council:

Undersigned counsel has the pleasure of representing Palm Beach Atlantic Condominium Association, Inc., the governing condominium Association for both the Palm Beach Atlantic Condominium (223 Atlantic Avenue) and the Palm Beach Atlantic Condominium Annex (224 Atlantic Avenue), Palm Beach, Florida. In that capacity, I am in receipt of the Zoning Application Z-17-00036 by the owners of condominium Units 1 and 2 located in the Annex building at 224 Atlantic Avenue, which is the subject of the upcoming Town Council hearing on the aforementioned Application.

Kindly note hereby that the Association vehemently objects to the requested Zoning and Variance Application on both procedural and substantive grounds. Most importantly (as will be discussed in more detail below), **the Applicant has no standing whatsoever to request the modification.**

The Association is a Florida multicondominium association subject to Chapters 718 and 67, *Florida Statutes*. For reference, the 223 condominium's Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations, as amended (collectively the "Atlantic's Governing Documents") are attached hereto as **Composite Exhibit "A"**.

The Condominium Annex is located within the multicondominium's unified property lots (as per the subject 1979 Unity of Title) and as such, is governed by the Association. The 224 Annex's Declaration of Condominium, Articles of Incorporation, By-Laws and

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

712 U.S. HIGHWAY ONE • SUITE 400 • P.O. BOX 13146 • NORTH PALM BEACH, FLORIDA 33408-7146
TELEPHONE: (561) 844-3600 • FACSIMILE: (561) 842-4104

Rules and Regulations, as amended (collectively, the “Annex’s Governing Documents”) are attached hereto as **Composite Exhibit “B”**.

Pursuant to the Declarations of Condominium for the Atlantic Condominium and the Condominium Annex, the Association is responsible for the care, maintenance and operation of all the real property and buildings of both condominiums.

Applicant 224 Atlantic LLC (“224 Atlantic”) (and/or Glen Skye LLC (“Glen Skye”)) is the fee simple owner of Units 1 and 2 located within the 224 Annex building. The proper address descriptions being:

- a) 224 Atlantic Avenue, # 0010, Palm Beach, Florida 33480;
- b) 224 Atlantic Avenue, # 0020, Palm Beach, Florida 33480,

(collectively the “224 Annex Units”), which are within the condominium property.

The Association is currently in doubt as to the actual owner of the 224 Units, but it is either 224 Atlantic LLC or Glen Skye LLC. The owner of the 224 Units will be referred to as “Owner”.

Upon Owner’s purchase of the 224 Units, Owner agreed to be bound by and adhere to the terms of the 224 Annex’s recorded Governing Documents and, to the extent they apply, 223 Atlantic’s recorded Governing Documents, and any amendments thereto.

The requested Zoning Application is inaccurate and deficient in many terms. Contrary to the statements contained within the Application, the 224 Annex property remains a two-unit condominium and is subject to the 224 Annex Condominium, which itself is subject to regulation by the Association.

Any purported “termination” of the 224 Annex Condominium as referred to in the Zoning Application is illegal and void. Additionally, the demolition/alteration activities described in the Application as purporting to turn the 224 Annex Units into a “*Single Family residence*” were done without the required authorization of the Association.

Article 8 of the ANNEX’S Declaration provides as follows:

8. IMPROVEMENTS FOR USE OF OTHER APARTMENT OWNERS.

- A. The Developer also owned land in Palm Beach County, Florida, described as:

Lot 53, (Less the East 5.06 feet) and Lots 54 to 57, inclusive, ORANGE GROVE PARK, Palm Beach, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, page 97 which has been submitted to the condominium form of ownership. The name of this condominium is PALM BEACH ATLANTIC CONDOMINIUM.

- B. PALM BEACH ATLANTIC CONDOMINIUM includes an apartment building containing nineteen (19) apartments; and the Association will operate both PALM BEACH ATLANTIC CONDOMINIUM and PALM BEACH ATLANTIC CONDOMINIUM ANNEX, but will not operate any other condominiums.
- C. As set forth above, the common elements of PALM BEACH ATLANTIC CONDOMINIUM ANNEX will include a swimming pool with pool deck, a pool screening wall with landscaping, restrooms adjacent to the pool deck, a pool equipment room, and ten (10) automobile parking spaces.
- D. Such swimming pool with pool deck, pool screening wall with landscaping, restrooms, pool equipment room and automobile parking spaces (except those four (4) covered spaces at the east side of the parking area and adjacent to the ground floor of the apartment building), although common elements of PALM BEACH ATLANTIC CONDOMINIUM ANNEX, will be available for use by the owners of apartments of both condominiums operated by the Association, their lessees, members of their families and guests, in accordance with the provisions of Article 15 hereof and the rules and regulations of the Association.
- E. The Developer does hereby grant and convey such use rights to all owners of all units of PALM BEACH ATLANTIC CONDOMINIUM, their lessees, members of their families and guests. Said use will be in accordance with the provisions of Article 15 hereof and the rules and regulations of the Association.

Article 8 of ATLANTIC'S Declaration provides as follows:

- 8. ADDITIONAL IMPROVEMENTS FOR USE OF APARTMENT OWNERS.

- A. The Developer also owns land in Palm Beach County, Florida, described as:

Lots 26, 27, 28, and 29, ORANGE GROVE PARK, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, page 97

which he will submit to the condominium form of ownership. The name of this condominium shall be PALM BEACH ATLANTIC CONDOMINIUM ANNEX.

- B. Two (2) condominium apartment units and common elements will be constructed upon this land by the Developer and the Association will operate both PALM BEACH ATLANTIC CONDOMINIUM and PALM BEACH ATLANTIC CONDOMINIUM ANNEX, but will not operate any other condominiums.
- C. The common elements of PALM BEACH ATLANTIC CONDOMINIUM ANNEX will include a swimming pool with pool deck, a pool screening wall with landscaping, restrooms adjacent to the pool deck, a pool equipment room, and ten (10) automobile parking spaces. A site plan of such proposed development is attached hereto as Exhibit D.
- D. Such swimming pool with pool deck, pool screening wall with landscaping, restrooms, pool equipment room and automobile parking spaces (except those four (4) covered spaces at the east side of the parking area and adjacent to the ground floor of the apartment building), although common elements of PALM BEACH ATLANTIC CONDOMINIUM ANNEX, will be available for use by the owners of apartments of both condominiums operated by the Association, their lessees, members of their families and guests, in accordance with the provisions of Article 15 hereof and the rules and regulations of the Association.
- E. The Declaration of Condominium of PALM BEACH ATLANTIC CONDOMINIUM ANNEX will provide that its Class B common expenses will be 9.535% of the expenses set forth in paragraph 4.6(B) hereof, so that the total of such expenses will be shared in the proportions indicated (90.465% by PALM BEACH ATLANTIC CONDOMINIUM and 9.535% by PALM BEACH ATLANTIC CONDOMINIUM ANNEX.

- F. The Developer does hereby grant and convey such use rights to all owners of said lands described in paragraph A hereof, including the owners of all units of PALM BEACH ATLANTIC CONDOMINIUM, their lessees, members of their families and guests. Said use will be in accordance with the provisions of Article 15 hereof and the rules and regulations of the Association.
- G. The Developer reserves the right to change any portion of said site plan not depicting the facilities to be used by the owners of apartments of PALM BEACH ATLANTIC CONDOMINIUM.

Article 15, Section E and Section I of ATLANTIC'S Declaration provides as follows:

- E. All automobile parking spaces of this condominium and all spaces of PALM BEACH ATLANTIC CONDOMINIUM ANNEX (except the four (4) spaces to be used exclusively by the owners of the apartments of that condominium) will be used only by those persons as are from time to time specified by the Board of Directors of the Association. No vehicles or objects other than automobiles and no commercial vehicles of any kind (except commercial vehicles of persons servicing the condominium) will be parked or placed upon any of the parking areas of this condominium or of PALM BEACH ATLANTIC CONDOMINIUM ANNEX, unless permitted by the Board of Directors of the Association.
- I. The swimming pool, pool deck, restrooms adjacent to the swimming pool and pool equipment room of PALM BEACH ATLANTIC CONDOMINIUM ANNEX, described in Article 8 hereof will be used in accordance with the rules and regulations of the Association. However, in any event, they may not be used before 9:00 a.m. or after 9:00 p.m. of any day.

Article 15, Section E and Section H of the ANNEX'S Declaration provides as follows:

- E. All automobile parking spaces of this condominium (except the four (4) spaces to be used exclusively by the owners of the apartments of this condominium) and all spaces of PALM BEACH ATLANTIC CONDOMINIUM will be used only by those persons as are from time to time specified by the Board of Directors of the Association. No vehicles or objects other than automobiles and no commercial vehicles of any kind (except commercial vehicles of persons servicing the condominium) will be parked or placed upon any of the parking areas of this

condominium or of PALM BEACH ATLANTIC CONDOMINIUM, unless permitted by the Board of Directors of the Association.

- H. The swimming pool, pool deck, restrooms adjacent to the swimming pool and pool equipment room described in Article 8 hereof will be used in accordance with the rules and regulations of the Association. However, in any event, they may not be used before 9:00 a.m. or after 9:00 p.m. of any day.

The 224 Annex is located in the Town of Palm Beach, directly across from the street (Atlantic Ave.) from its sister building the Palm Beach Atlantic Condominium. The Atlantic Condominium consists of 19 units and has 18 parking spaces. The Annex Condominium consists of 2 units and has 10 parking spaces. The ten parking spaces on the Annex property are governed pursuant to the Board's discretionary authority to regulate parking under both the 223 Atlantic's and 224 Annex's Declarations.

The denial of the requested applicants is in the public interest, as access to the off-street parking facilities of the PB ATLANTIC ANNEX by the ASSOCIATION and its membership (and renters, visitors, guests, contractors, services provider, etc.) relieves on-street parking congestion in the Town of Palm Beach, Florida and further, was the specific subject of the 1979 Special Exception No. 10-79 and Unity of Title Agreement in favor of the original developer of the multicondominium and Town of Palm Beach, Florida respectively.

The Unity of Title Agreement, while not requiring an exact Unity of Title (as it could not due to the difference in ownership of the respective lots), does require that the property on which the 223 ATLANTIC Condominium sits and the property on which the 224 ANNEX Condominium sits and/or sat, be governed by one condominium association, and that the parking and recreational facilities located on the 224 ANNEX Condominium property be available for all Association members.

The Association and its members are also the successors in interest to the Developer, of all the covenants running with the land and title that comprise the 1979 Unity of Title Agreement in favor of the Town of Palm Beach, Florida and the Association. The Unity of Title Agreement was a condition of the Town's approval of the multicondominium development itself.

The 1979 Unity of Title Agreement unified the two parcels of land (223 and 224 - themselves made up of multiple lots) into one unified lot. This was applied for by the Trustee of the developer-owned Association in order to "condo convert" the 223 building from rentals to a condominium and to build the Annex (224) building as a second condominium to be unified with the converted first (223) building as a multicondominium. At the time of inception, the Town insisted that - as a condition of permitting the 224 construction as a condo - parking be provided for the 223 building in

its conversion to a condominium. This "sharing" of parking necessitated the unification of the various parcels and the governance of the two condominiums as well, under the one common Association.

When the 1979 Unity of Title Agreement was executed by the formation Trustee on behalf of the (now unified) condominiums, the true party in interest to the Agreement became the Association. After unification of the lots in anticipation of the Association's governance of the multicondominium (after such Association was turned over to the membership from the Developer/Trustee), the PBAA became the party in privity with the Town; this after it being the formation Trustee on behalf of the Developer and budding Association.

The purpose of the Unity of Title was to guarantee the two condominium properties remained linked so that the necessary off-street parking for all the collective membership and their guests would always be available. Under the 1979 Unity of Title, the Association (and not the Town) would regulate and guarantee that access to parking.

The point of the Application seems to be, as indicated, that the 1979 Unity of Title be removed and supplanted with some other manner of agreement for use of the parking spaces. Therefore, the Application seems to want to throw this issue back to the Courts or remove the oversight of the Town from its own off-street parking requirements.

The only thing the Court is going to rule on is whether 224 Atlantic's purported termination of the ANNEX Condominium was legal and, if so, whether the provisions within the ANNEX Condominium Declaration which states that the 223 Atlantic unit owners' parking use obligation continues notwithstanding the termination. The Court's sole role is application of the Declaration and Florida law to the facts in the case.

But the **Town's** issue concerns the parking concurrency requirements, and the fact that the 223 Condominium Building, without the parking located across the street in the ANNEX Condominium, fails to meet the Town's minimum parking requirements and removes one of the 223 Building's tenant's parking space (Unit 1B).

The need for the 1979 Unity of Title Agreement and the Special Exception No. 10-79 was created by this parking non-compliance, and nothing will be changed by how the Court rules on the current litigation between 224 Atlantic and the Association, as to the need for the additional parking within the ANNEX Condominium property.

Further, the Town would gain nothing from any proposed new agreement but a new lawsuit from the Association. It is not within the purview of the Town to negotiate with nonparties to the 1979 Agreement and more importantly, **the Town does not have the authority to modify a Unity of Title Agreement with nonparties that was the basis for establishing a Florida multicondominium, thereby terminating such**

multicondominium and extinguishing its very existence by dividing and removing the real properties under its governance.

Finally, it is important to note that, despite the disingenuous answers from 224 Atlantic, most of the criteria contained within the Application that the Town needs to analyze weigh against granting of the Special Exception. Questions numbered 2 through 7 in the Application contain the following criteria and response from Applicant 224 Atlantic:

"2. The use is so designed, located and proposed to be operated that the public health, safety, welfare and morals will be protected.

"The supplemental parking spaces and Exhibit 1 are no longer necessary as the character of the property has changed from a duplex/condominium to a single family residence.

"3. The use will not cause substantial injury to the value of other property in the neighborhood where it is to be located.

"Removal of the supplemental parking and terminating Exhibit 1 will not cause substantial injury to the value of the other properties in the neighborhood as density has been reduced on the 224 property from two units to one single family residence and there is no need for a unity of title.

*"4. The use will be compatible with adjoining development and the intended purpose of the district in which it is to be located.
A single family residence without supplemental parking or a unity of title is compatible with the neighborhood as it is less density and preferable.*

"5. The use will comply with yard, other open space, and any special requirements set out in article VI for the particular use involved.

"The single family residence will meet the required parking for the site.

"6. The use will comply with all elements of the comprehensive plan.

"Removing Exhibit 1 and replacing it with a substitute Agreement will be compatible with the Comprehensive Plan.

"7. The use [will] not result in substantial economic, noise, glare, or odor impacts on adjoining properties and properties generally in the district.

“Removing Exhibit 1 will not have a negative impact on adjoining properties as the replacement agreement will adequately protect the various concerns.”

Putting aside the falsity of the statement that *“the property has changed from a duplex/condominium to a single family residence,”* each of these answers ignores obvious negative impact that will occur to the unit owners within the 223 Condominium building, as well as all of the owners on the block, by the subtraction (which of course is the ultimate goal of this Special Application) of 10 off-street parking spaces by Applicant 224 Atlantic.

Elimination of this parking will deny one tenant of the 223 building their designated parking space (Unit 1B), will make the 223 Building more noncompliant with current parking requirements (and certainly out of compliance with the parking standards that existed in 1979 that necessitated the Unity of Title) and open the Town to litigation for negotiating with a nonparty to the Agreement and acting outside the scope of its authority in *de facto* terminating a Florida multicondominium.

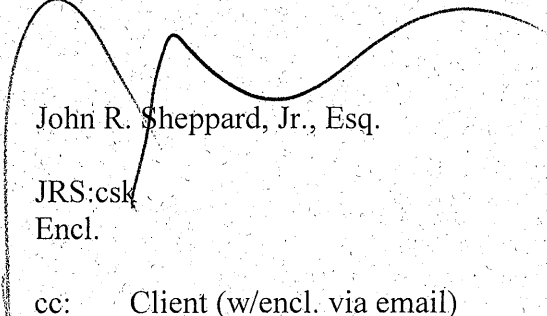
Applicant 224 Atlantic’s reply to each of these questions 2 through 7 are factually disingenuous, and ignore any consequences that will be suffered by individual property owners beyond the 224 ANNEX Condominium property, and the true answers to each of these in fact point to a denial of its Special Exception Application.

Additionally, far from as stated in the Application, there would be no hardship to the Applicant by denying the Special Exception. The Applicant in this matter purchased the two condominium units well aware of the 224 Annex’s Declaration’s provisions governing the property which prohibited, amongst other things, amending or deleting or denying the 223 Unit Owners access to the seven off-street parking spaces, as well as the provisions of Chapter 718, *Florida Statutes*, which likewise prohibited such actions or a “termination” of the condominium without the affirmative vote of the remaining members of the multicondominium in the Atlantic Condominium and appointment of the Association as a termination trustee to carry out the winding up of the condominium. Had any of this folly by the Applicant been done legally and correctly, it would be the Association, acting as the termination trustee, appearing before you to request the necessary variance to complete the termination (that would occur subsequent to the granting of the variance/amendment).

While the Special Exception application continuously refers to these parking spaces as “supplemental”, it is clear from the Application itself that these parking spaces are vital to the owners of the 223 Building in that there are only 18 parking spaces for 19 Units within the 223 Building and, as the Application readily admits, that creates a non-conforming number of parking spaces.

Thus, the severe injury to the 223 Condominium Building residents clearly outweighs the lack of any injury to the applicant, and the Special Exception Application should be denied.

Very truly yours,



John R. Sheppard, Jr., Esq.

JRS:csk

Encl.

cc: Client (w/encl. via email)
Kathleen Dominguez, Town Clerk (Email: records@townofpalmbeach.com)

DECLARATION OF CONDOMINIUM

OF

PALM BEACH ATLANTIC CONDOMINIUM
223 Atlantic Avenue
Palm Beach, Florida

Made this 15th day of November, 1979,
 by RAYMOND H. NORDINE, Individually and as Trustee, here-
 inafter called the Developer, for himself, his heirs and
 assigns.

WHEREIN the Developer makes the following declar-
 ations:

1. PURPOSE

The purpose of this Declaration is to submit
 the land described in this instrument and the improvements
 upon such land to the condominium form of ownership and use
 in the manner provided by Chapter 718, Florida Statutes,
 hereinafter called the Condominium Act.

2. NAME AND ADDRESS

The name by which this condominium is to be
 identified is PALM BEACH ATLANTIC CONDOMINIUM, and its ad-
 dress is 223 Atlantic Avenue, Palm Beach, Florida 33480.

3. THE LAND

The land owned by the Developer, which by this
 instrument it hereby submits to the condominium form of
 ownership, is the following described land located in Palm
 Beach County, Florida:

Lot 53 (Less the East 5.06 feet) and Lots 54 to
 57, inclusive, ORANGE GROVE PARK, Palm Beach,
 Florida, according to the plat thereof on file in
 the Office of the Clerk of the Circuit Court in
 and for Palm Beach County, Florida, recorded in
 Plat Book 5, page 97.

The Developer is the fee simple owner of all
 of this land and all of his interest therein is submitted to
 condominium ownership.

4. DEFINITIONS

The terms used in this Declaration and in its
 Exhibits, and in all amendments thereto, will have the
 meanings stated in the Condominium Act and as follows, un-
 less the context otherwise requires.

4.1. Apartment means unit as defined by the
 Condominium Act.

This Document Prepared By:
 PHILIP H. REID
 REID & HEEKE
 250 Royal Palm Way
 Palm Beach, Fla. 33480

EXHIBIT

A

COMPOSITE

4.2. Apartment Owner means unit owner, as defined by the Condominium Act.

4.3. Assessment means a share of the funds required for the payment of the common expenses, which from time to time, are assessed against each apartment owner.

4.4. Association means PALM BEACH ATLANTIC ASSOCIATION, INC., the Florida not for profit corporation, its successors and assigns, responsible for the operation of the condominium.

4.5. Common Elements means the portion of the condominium property not included in the apartments; and shall include the tangible personal property required for the maintenance and operation of the condominium.

4.6. Common Expenses:

A. Class A. Common Expenses are the expenses of maintaining, operating and replacing the common elements (including limited common elements) and the portions of the apartments to be maintained by the association; the expense of furnishing utility services to the condominium property; the expense of premiums for the insurance set forth in Article 13 hereof (excluding the insurance premiums hereinafter described as a part of Class B Common Expenses); and any valid charges against the condominium property as a whole.

B. Class B Common Expenses are 90.476% of the following: The expense of maintaining, operating, and replacing the swimming pool, related facilities and automobile parking spaces to be used by the apartment owners, members of their families and guests, as described in Article 8 hereof; the expense of premiums for insurance covering such swimming pool, related facilities and automobile parking spaces; and the administrative expenses of the association.

4.7. Common Surplus means the excess of all receipts of the Association over the Common expenses.

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

4.9. Condominium Property means and includes the land described in Article 3 hereof, all improvements thereon, and the common elements; and all easements and rights appurtenant thereto.

4.10. Institutional Mortgage means a mortgage held by a bank, savings and loan association, insurance company, or union pension fund authorized to do business in the State of Florida, or an agency of the United States Government.

4.11. Limited Common Elements are common elements reserved for the use of certain apartment owners to the exclusion of other apartment owners.

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

5. DEVELOPMENT PLAN.

The condominium is described and established as follows:

5.1. Survey. A survey of the land showing the common elements upon it and the location of improvements and easements is attached as Exhibit A.

The Developer hereby creates a nonexclusive easement for the use of apartment owners, their lessees, members of their families and guests, over all walks and other rights-of-way serving the apartments for ingress and egress to the apartments from the public road (Atlantic Avenue) shown upon this survey.

5.2. Plot Plans. Plot plans showing the location and dimensions of the common elements and limited common elements within or attached to the building containing the apartments, the location and dimensions of each apartment and a floor plan for each apartment are attached as collective Exhibit B. For the purpose of identification, each apartment is given an identifying number. The numbers for all apartments are shown upon said plot plans.

5.3. A Surveyor's Certificate that the construction of the improvements described is substantially complete so that the material attached hereto as Exhibits, together with the provisions of this Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials is a part of the survey.

5.4. Amendment of Plans.

A. Alteration of Apartment Plans. The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, so long as he owns the apartment so altered. However, no such change will increase or decrease the number of apartments nor alter the common elements or limited common elements without amendment of this Declaration; and if more than one (1) apartment is concerned, the Developer will apportion between the apartments the shares in the common elements appurtenant to the apartment concerned.

B. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by the Developer need be signed and acknowledged only by the Developer and his mortgagees, if any. They need not be approved by the Association, apartment owners or mortgagees of apartments, except as herein set forth, whether or not elsewhere required for an amendment.

5.5. Easements are reserved through the condominium property, as may be required for utility services, in order to serve the condominium adequately; provided, however, such easements through an apartment will be only according to the plans

and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

5.6. Improvements - General Description:

A. Apartment Building. The condominium includes an apartment building containing nineteen (19) apartments.

B. Other Improvements include a lobby, a vestibule, a conference and waiting room, parking areas, a solarium, restrooms, landscaping, a retaining wall, balconies, walkways, hallways, corridors, stairways, an elevator, storage rooms, a laundry room, a transformer room, a disposal room and mechanical equipment rooms.

5.7. Apartment Boundaries. The upper boundary of each apartment will be the surface of its finished ceiling and its lower boundary will be the surface of its finished floor. The perimetrical boundaries of each apartment will be the finished surface of each perimeter wall extended to an intersection with the upper and lower boundaries.

5.8. Common Elements. The common elements of the condominium consist of the land and all other parts of the condominium property not within the apartments, including the improvements described in paragraph 5.6(B) of this Declaration, except apartments, and all tangible personal property used in the maintenance and operation of the condominium.

5.9. Limited Common Elements. The balconies adjacent to each apartment will be limited common elements; and will be reserved for the use of the owners of the apartments to which they are adjacent, their lessees, members of their families and their social guests, to the exclusion of all other apartment owners. There will be no other limited common elements.

6. OWNERSHIP OF COMMON ELEMENTS.

Each of the apartment owners of the condominium will own an undivided interest, stated as a percentage of such ownership, in the common elements, and the percentage attributable to each apartment is set forth in the schedule attached as Exhibit C.

The fee title to each apartment will include both the apartment and its undivided interest in the common elements, said undivided interest to be deemed to be conveyed or encumbered with its respective apartment, even though the description in the instruments of conveyance or encumbrance may refer only to the fee title to the apartment. Any attempt to separate the fee title to an apartment from the undivided interest in the common elements appurtenant to any such apartment will be null and void.

7. COMMON EXPENSES AND COMMON SURPLUS.

A. Each owner shall be liable for a proportionate share of the Class A and Class B common expenses, such share being the same proportion as his percentage ownership in the common elements appurtenant to his apartment.

B. Any common surplus arising from an excess of receipts for Class A or Class B common expenses over the actual expenses incurred will be owned by the apartment owners in the same proportions as their shares of Class A and Class B common expenses.

8. ADDITIONAL IMPROVEMENTS FOR USE OF APARTMENT OWNERS.

A. The Developer also owns land in Palm Beach County, Florida, described as:

Lots 26, 27, 28 and 29, ORANGE GROVE PARK, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, page 97

which he will submit to the condominium form of ownership. The name of this condominium will be PALM BEACH ATLANTIC CONDOMINIUM ANNEX.

B. Two (2) condominium apartment units and common elements will be constructed upon this land by the Developer; and the Association will operate both PALM BEACH ATLANTIC CONDOMINIUM and PALM BEACH ATLANTIC CONDOMINIUM ANNEX, but will not operate any other condominiums.

C. The common elements of PALM BEACH ATLANTIC CONDOMINIUM ANNEX will include a swimming pool with pool deck, a pool screening wall with landscaping, restrooms adjacent to the pool deck, a pool equipment room, and ten (10) automobile parking spaces. A site plan of such proposed development is attached hereto as Exhibit D.

D. Such swimming pool with pool deck, pool screening wall with landscaping, restrooms, pool equipment room and automobile parking spaces (except those four (4) covered spaces at the east side of the parking area and adjacent to the ground floor of the apartment building), although common elements of PALM BEACH ATLANTIC CONDOMINIUM ANNEX, will be available for use by the owners of apartments of both condominiums operated by the Association, their lessees, members of their families and guests, in accordance with the provisions of Article 15 hereof and the rules and regulations of the Association.

E. The Declaration of Condominium of PALM BEACH ATLANTIC CONDOMINIUM ANNEX will provide that its Class B common expenses will be 9.535% of the expenses set forth in paragraph 4.6(B) hereof, so that the total of such expenses will be shared in the proportions indicated (90.465% by PALM BEACH ATLANTIC CONDOMINIUM and 9.535% by PALM BEACH ATLANTIC CONDOMINIUM ANNEX).

F. The Developer does hereby grant and convey such use rights to all owners of said lands described in paragraph A hereof, including the owners of all units of PALM BEACH ATLANTIC CONDOMINIUM, their lessees, members of their families and guests. Said use will be in accordance with the provisions of Article 15 hereof and the rules and regulations of the Association.

G. The Developer reserves the right to change any portion of said site plan not depicting the facilities to be used by the owners of apartments of PALM BEACH ATLANTIC CONDOMINIUM.

9. UTILITY SERVICES FOR APARTMENTS.

In all cases where utility services for apartments are not separately metered, or where it is otherwise impossible or impractical to determine the amount of such service used by each apartment owner, the expense of such service will be paid by the apartment owners in a manner determined by the Board of

Directors of the Association; and these expenses will not be common expenses. The expense of all other utility services for apartments will be paid by apartment owners and the amount of such payments will not be subject to the control of the Board of Directors of the Association.

10. MAINTENANCE, ALTERATION AND IMPROVEMENT.

Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement will be as follows:

10.1. Apartments.

A. By the Association. The Association will maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities and equipment for the furnishing of utility services that are within apartments, if necessary to properly furnish utility services to parts of the condominium other than the apartment within which they are contained. Such will be done at the expense of the owner of the apartment where the work is done.

B. By the apartment owners. Each apartment owner will maintain, repair, and replace all portions of his apartment and all appliances, fixtures and equipment contained within his apartment, except those facilities and equipment for the furnishing of utility services that are to be maintained, operated and replaced by the Association. Such will be done at the expense of the owner of the apartment where the work is done.

C. The liability of the Association and the apartment owners for such expenses will be reduced to the extent by which they are met by the proceeds of insurance carried by the Association.

D. Alteration and Improvement. Except as elsewhere reserved to the Developer, no structural alterations will be made in the portions of any apartment to be maintained by the Association, without the prior written approval of the owners of the apartment in which such work is to be done and of the Board of Directors of the Association. A copy of plans in the State of Florida will be filed with said Board of Directors prior to the start of such work.

10.2. Common Elements.

A. By the Association. The maintenance, repair, replacement, and operation of the common elements will be the responsibility of the Association and a Class A common expense, unless made necessary by the negligence of any apartment owner, members of his family, or his tenants, visitors, guests, employees or agents. In the event of such negligence, it will be done by the Association at the expense of said apartment owner. However, the liability of the Association and apartment owners for such expenses will be reduced to the extent by which they are met by the proceeds of insurance carried by the Association.

B. Alteration and Improvement. Except as elsewhere reserved to the Developer there will be no alterations or additions to the common elements of the condominium by the Association or otherwise, without prior approval in writing by the record owners of all of its apartments. However, any alteration or improvement of the common elements of the condominium by the Association bearing the approval in writing of the record owners of not less than seventy-five percent (75%) of its common elements and which does not interfere with the rights of any such owners without their consent, may be done if the owners who do not approve are relieved from the initial cost of such alteration or improvement.

The cost of such alteration or improvement, not so assessed, will be assessed to the other apartment owners as a common expense and as determined by the Board of Directors of the Association. There will be no change in the shares and rights of an apartment owner in the common elements, so altered or improved, whether or not the apartment owner contributes to the cost of such alteration or improvement.

10.3. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association will not be liable to the apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other owners or persons.

11.0 ASSESSMENTS.

The making and collection of assessments against apartment owners for Class A and Class B common expenses will be pursuant to the Bylaws of the Association, subject to the following provisions:

11.1. Share of Common Expense. Each apartment owner will be liable for a proportionate share of the common expenses, and will share in the common surplus, as provided for in Article 7 of this Declaration.

11.2. Interest; Application of Payments. Assessments and installations on such assessments, which are paid on or before ten (10) days after date when due, will not bear interest; but all sums not paid on or before ten (10) days after the date when due, may, in the discretion of the Board of Directors of the Association, bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon account will be first applied to any interest and then to the assessment payment first due.

11.3. Lien for Assessments. The Association will have a lien upon each apartment and upon all tangible personal property located within each apartment for any unpaid assessments, together with interest, except that such liens will be subordinate to bona fide liens recorded in the public records of Palm Beach County, Florida, prior to the recording therein of claims of liens for such unpaid assessments. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, will be payable by the apartment owner and secured by such liens.

11.4. Collections and Foreclosure. The Association may take such action as it deems necessary to collect assessments by personal action or by foreclosing said liens, and may settle and compromise the same, if in the best interests of the Association. The Association will be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any sale held pursuant to a suit to foreclose any assessment lien it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of the foreclosure of an assessment lien, the apartment owner will be required to pay a reasonable rental for the apartment and the plaintiff in such foreclosure will be entitled to the appointment of a receiver to collect same from the apartment owner and/or occupant.

11.5. Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessments. Where the mortgagee of an institutional first mortgage of record acquires title to an apartment as a result of the foreclosure of said mortgage, or where others acquire title as a result of such foreclosure, or where said mortgagee accepts a deed to an apartment in lieu of foreclosure, such acquirer of title, his heirs, executors, legal representatives, successors and assigns, will not be liable for the share of common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to such acquisition of title unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed or defaulted mortgage. Such unpaid share of common expenses or assessments will be deemed to be common expenses, collectible from all of the apartment owners including such acquirer of title, his heirs, executors, legal representatives, successors and assigns.

11.6. Assignment of Claim and Lien Rights. The Association will have the rights to assign its claim and lien rights for the recovery of any unpaid assessment to the Developer or to any apartment owner or group of apartment owners, or to any third party.

12. ASSOCIATION.

The operation of the condominium will be by the Association. The Association will fulfill its functions pursuant to this Declaration and the following:

12.1. Its Articles of Incorporation, a copy of which is attached as Exhibit E.

12.2. Its Bylaws, a copy of which is attached as Exhibit F.

12.3. No modification or amendment to the Bylaws of the Association will be valid unless set forth in or annexed to a duly recorded amendment of this Declaration. The Bylaws may be amended in the manner provided for therein, but no such amendment will be adopted which would affect or impair the validity or priority of the record owner of any mortgage covering any apartment, unless the mortgagee shall join in the execution of the amendment.

12.4. Restraint upon assignment of shares in assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

12.5. Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision will be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

12.6. The members of the Association will be the owners of the apartments of this condominium and of the apartments of PALM BEACH ATLANTIC CONDOMINIUM ANNEX. The owner of each unit will be entitled to one (1) vote; and if one owner owns more than one (1) unit, he will be entitled to one (1) vote for each unit owned.

13. INSURANCE.

The insurance, other than title insurance, that will be carried upon the condominium property of this condominium and of PALM BEACH ATLANTIC CONDOMINIUM ANNEX will be governed by the following provisions:

13.1. Authority to purchase; named insured. All insurance policies upon the condominium properties will be purchased by the Association. The named insured will be the Association individually and as agent for the apartment owners, without naming them. Provision will be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such

policies will provide that payments by the insurer for losses will be made to the Insurance Trustee described below, and all policies and their endorsements will be deposited with the Insurance Trustee. Apartment owners may obtain coverage at their own expenses upon their personal property and for their personal liability and living expenses.

13.2. Coverage.

A. Casualty. The buildings and improvements upon the lands of each condominium will be insured to an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs; and all personal property included in the common elements will be insured for its value, as determined by the Association. Said coverage, which may have such deductible provisions as may be determined by the Association, will afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the buildings on the lands, including, but not limited to, vandalism and malicious mischief.

B. Public Liability in such amounts and with such coverage as shall be required by the Association, with (if reasonably obtainable) cross liability endorsements to cover liabilities of apartment owners as a group to an apartment owner.

C. Such other insurance as the Association shall determine from time to time to be required or desirable.

13.3. Premiums. Premiums upon insurance policies purchased by the Association will be paid by the Association as a common expense, subject to the provisions hereof relating to Class B common expenses.

13.4. Insurance Trustee; share of proceeds. All insurance policies purchased by the Association will be for the benefit of the Association and the apartment owners and their mortgagees, as their interest may appear, and will provide that all proceeds covering property losses will be paid to such bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which Trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee will not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee will be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated in this Declaration and for the benefit of such apartment owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:

A. Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

B. Apartments. Proceeds on account of damage to apartment will be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost will be determined by the Association.

(2) When the building is not to be restored-an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

C. Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner will be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee will have any right to determine or participate in the determination as to whether or not any damaged property will be reconstructed or repaired, and no mortgagee will have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

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

A. Expense of the trust. All expenses of the Insurance Trustee will be paid first, or provisions made for such payment.

B. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds will be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs will be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

C. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid will not be reconstructed or repaired, the remaining proceeds will be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

D. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

13.6. Association as agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

14.1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it will be reconstructed or repaired will be determined in the following manner:

A. Common elements. If the damaged improvement is a common element, the damaged property will be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium will be terminated.

B. Apartments.

(1) Lesser damage. If the damaged improvement is an apartment or apartments and if apartments to which fifty percent (50%) of the common elements are appurtenant are found by the Association to be tenantable, the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium will be terminated.

(2) Major damage. If the damaged improvement is an apartment or apartments and if apartments to which more than fifty percent (50%) of the common elements are appurtenant are found by the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the common elements of the condominium agree in writing to such reconstruction or repair.

C. Certificate. The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired.

14.2. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not, then in accordance with plans and specifications approved by the Board of Directors and if the damaged property is an apartment or apartments by the owners of not less than seventy-five percent (75%) of the common elements of the condominium, including the owners of all damaged apartment, which approval will not be unreasonably withheld.

14.3. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner will be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty will be that of the Association.

14.4. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair the Association will obtain reliable and detailed estimates of the cost to rebuild or repair.

14.5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments will be made

against the apartment owners who own the damaged apartments, and against all apartment owners (as a common expense) in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs; and such assessments against apartment owners for damage to apartments will be in proportion to the cost of reconstruction and repair of their respective apartments.

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

A. Association. If the total assessments made in order to provide funds for the costs of reconstruction and repair that is the responsibility of the Association are more than \$10,000.00, then the sums so paid will be deposited by the Association with the Insurance Trustee. In all other cases, the Association will hold such sums and disburse them in payment of the costs of reconstruction and repair.

B. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty will constitute a construction fund which will be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund will 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 that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund will be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the construction funds will be disbursed in payment of such costs upon the order of the Association, but only with the approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

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

(4) Surplus. It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair will be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to all apartment owners in reimbursement of any common expense assessments for damage to common elements, in proportion to their contributions; and any excess will be distributed to the apartment owners of the condominium. All remittances to apartment owners of the condominium will be payable jointly to them and to their mortgagees, except that the part of a distribution to an apartment owner of the condominium that is not in excess of assessments paid by such owner into the construction fund will not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this Declaration, the Insurance Trustee will not be required to determine whether or not sums paid by the apartment owners upon assessments will be deposited 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, or to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association 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 required in this instrument to be named as payee, the Insurance Trustee will also name the mortgagee as a payee of any distribution of insurance proceeds to an apartment owner; and further, provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association will be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

15. USE RESTRICTIONS.

The use of the condominium property of this condominium and the use by the owners of apartments of this condominium of the swimming pool, related facilities, and automobile parking spaces described in Article 8 hereof will be in accordance with the following provisions:

A. Each of the apartments will be occupied as a single family private dwelling by its owner or his tenant, their visitors and guests, and for no other purpose. Except as reserved to the Developer, no apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartment to be affected.

B. Children under twelve (12) years of age will be permitted to visit the condominium property and to reside in any of the apartments of the condominium. However, such visits and periods of residency may not exceed sixty (60) days in any calendar year, which days will not be cumulative.

C. No animals or pets of any kind, except small dogs weighing not more than ten (10) pounds and small birds and fish, owned by apartment owners, will be kept in any apartment or upon any other portion of the condominium property, unless approved in writing by the Board of Directors of the Association; and, in no event will more than one (1) animal or pet be kept in any apartment. If such Board, at any time, determines that any pet is a nuisance, it will be removed from the condominium property within five (5) days of written notice requiring such removal.

D. The apartment owners will not cause anything to be hung, displayed, or placed on the exterior walls, balconies, doors, windows, or roof of the apartment building; and they will not otherwise change the appearance of any portion of the exterior of the apartment building, or its balconies, or the surfaces of interior building walls facing common elements, without the prior written consent of the Board of Directors of the Association. No clothes lines or similar devices, no radio or television antennas or aerials and no "For Sale" signs, will be allowed on any part of the condominium property without the prior written consent of the Board of Directors of the Association.

E. All automobile parking spaces of this condominium and all spaces of PALM BEACH ATLANTIC CONDOMINIUM ANNEX (except the four (4) spaces to be used exclusively by the owners of the apartments of that condominium) will be used only by those persons as are from time to time specified by the Board of Directors of the Association. No vehicles or objects other than automobiles and no commercial vehicles of any kind (except commercial vehicles of persons servicing the condominium) will be parked or placed upon any of the parking areas of this condominium or of PALM BEACH ATLANTIC CONDOMINIUM ANNEX, unless permitted by the Board of Directors of the Association.

At least one (1) automobile parking space will be assigned to the owner of each apartment by the Board of Directors of the Association which will be located upon the land of this condominium.

F. No nuisances will be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner will permit any use of his apartment or make any use of the common elements or of said swimming pool, related facilities and automobile parking spaces of PALM BEACH ATLANTIC CONDOMINIUM ANNEX that will increase the costs of insurance.

G. No improper, offensive or unlawful use will be made of the condominium property or of said swimming pool, related facilities and automobile parking spaces of PALM BEACH ATLANTIC CONDOMINIUM ANNEX nor any part of same; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property will be the same as the responsibility for the maintenance and repair of the property concerned.

H. After approval by the Board of Directors of the Association, elsewhere required, apartments

may be leased. However, no lease will be made for a term of less than ninety (90) days.

I. The swimming pool, pool deck, rest-rooms adjacent to the swimming pool and pool equipment room of PALM BEACH ATLANTIC CONDOMINIUM ANNEX, described in Article 8 hereof will be used in accordance with the rules and regulations of the Association. However, in any event, they may not be used before 9:00 a.m. or after 9:00 p.m. of any day.

J. Rules and regulations concerning other use of the condominium property and of said swimming pool, related facilities, and automobile parking spaces of PALM BEACH ATLANTIC CONDOMINIUM ANNEX may be made and amended from time to time by the Board of Directors of the Association. Copies of such rules and regulations will be furnished to all apartment owners and residents of the condominium, upon request.

15.1 Proviso. Provided, however, that until the Developer has closed the sales of all of the apartments, neither the apartment owners nor the Association, nor the use of the condominium property, will interfere with his sale of the apartments. The Developer may make such use of the unsold apartments and common areas as may facilitate sales, including, but not limited to the showing of the property and the display of signs.

Provided further, that for a period of two (2) years after the date hereof, the provisions of paragraphs B and C of this Article 15 will not be applicable to the occupants of any apartments owned and leased by the Developer.

16. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owners other than the Developer will be subject to the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe.

16.1. Transfer subject to approval.

A. Sale. No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Board of Directors of the Association, except to another apartment owner.

B. Lease. No apartment owner may lease his apartment without approval of the Board of Directors of the Association, except to another apartment owner.

C. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment will be subject to the approval of the Board of Directors of the Association.

D. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment will be subject to the approval of the Board of Directors of the Association.

E. Other transfers. If any apartment owner shall acquire his title in any manner not considered in the foregoing sub-sections, the continuance of his ownership of his apartment will be subject to the approval of the Board of Directors of the Association.

16.2. Approval by Association. The approval of the Board of Directors of the Association that is required for the transfer of ownership or lease of apartments will be obtained in the following manner:

A. Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it will give to the Board of Directors of the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as said Board may reasonably require. Such notice, at the apartment owner's option, may include a demand by the apartment owner that said Board furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice will be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment for a term of at least ninety (90) days, will give to the Board of Directors of the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as said Board may reasonably require and an executed copy of the proposed lease.

(3) Gift, devise or inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, will give to the Board of Directors of the Association notice of the acquiring of his title, together with such information concerning the apartment owner as said Board may reasonably require and a certified copy of the instrument evidencing the owner's title.

(4) Failure to give notice. If the above required notice to the Board of Directors of the Association is not given, then, at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, said Board, at its election and without notice, may approve or disapprove the transaction or ownership. If said Board disapproves the transaction or ownership, it will proceed as if it had received the required notice on the date of such disapproval.

B. Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

(2) Lease. If the proposed transaction is a lease, then, within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

(3) Gift; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner not previously considered, then, within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Board of Directors of the Association.

16.3. Disapproval by Association. If the Board of Directors of the Association shall disapprove a transfer or ownership of an apartment, the matter will be disposed of in the following manner:

A. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then, within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it (or by the Association) who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid will be that stated in the disapproved contract to sell or will be the fair market value determined by arbitration in accordance with then existing rules of the American Arbitration Association, except that the arbitrators will be two (2) appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment; 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 will be paid by the purchaser.

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

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

(4) A certificate approving the purchaser will be executed by the President and Secretary of the Association.

(5) If the Board of Directors of the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by it shall default in his agreement to purchase, then, notwithstanding the disapproval, the proposed transaction will be deemed to have been approved and said Board will furnish a certificate of approval as elsewhere provided.

B. Lease. If the proposed transaction is a lease, the apartment owner will be advised of the disapproval in writing; and the lease will not be made.

C. Gifts; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or by any other manner not previously considered, then, within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Board of Directors of the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will purchase and to whom the apartment owner must sell the apartment under the following terms:

(1) The sale price will be the fair market value determined by agreement between the seller and purchaser, made within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price will be determined by arbitration in accordance with the then existing rules of the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment; 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 will be paid by the purchaser.

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

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

(4) A certificate approving the purchaser will be executed by the President and Secretary of the Association.

(5) If the Board of Directors of the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, such ownership will be deemed to have been approved, and said Board will furnish a certificate of approval as elsewhere provided.

16.4. Mortgage. No apartment owner may mortgage his apartment or any interest in it without approval of the Board of Directors of the Association, unless it is an institutional mortgage or a mortgage to the Developers to secure a portion or all of the purchase price. The approval of any other mortgages may be upon conditions determined by said Board or may be arbitrarily withheld.

16.5. Exceptions. The foregoing provisions of this article entitled "Maintenance of Community Interests" will not apply to a transfer to or a purchase by the holder of an institutional mortgage that acquired its title as the result of owning such mortgage upon the apartment concerned; and this will be so whether the title is acquired by deed from the apartment owner, his successors or assigns, or through foreclosure proceedings; nor will such provisions apply to a transfer, sale or lease by the holder of an institutional mortgage that has so acquired its title. Neither will such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

16.6. Unauthorized Transaction. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration will be void, unless subsequently approved by the Board of Directors of the Association.

16.7. Notice of Conveyance. At such time as any apartment is conveyed, the new owner will deliver a copy of the recorded Warranty Deed, or other instrument by which such conveyance is made, to the Association.

17. COMPLIANCE AND DEFAULT.

Each apartment owner will be governed by and will comply with the terms and provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association and the rules and regulations made by the Association, as amended from time to time. Failure of an apartment owner to comply with such documents and rules and regulations will entitle the Association, its Board of Directors, or apartment owners to the following relief, in addition to the remedies provided by the Condominium Act or otherwise.

17.1. Increase in Insurance Premiums. An apartment owner will pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner, members of his family or his tenants, visitors, guests, employees or agents.

17.2. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation and Bylaws of the Association, or the rules and regulations made by the Association, as amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

17.3. No waiver of rights. The failure of the Association or its Board of Directors, or of any apartment owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association or the rules and regulations made by the Association will not constitute a waiver of the right to do so thereafter.

18. AMENDMENTS.

Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

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

18.2. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

A. not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

B. not less than eighty percent (80%) of the votes of the entire membership of the Association; or

C. until the first election of directors, only by all of the directors.

18.3. Proviso. Provided, however, that no amendment will discriminate against any apartment owner or against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; no amendment will change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share in the common expenses (except as reserved to the Developer), unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment; no amendment will affect or impair the validity or priority of any mortgage covering any apartment or the rights of the Developer under this Declaration, unless such mortgagee or Developer shall join in the execution

of the amendment; no amendment shall make any change in Articles 13, 14 or in paragraph 16.5 of Article 16, unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment; and no amendment shall make any changes in paragraph 4.6 of Article 4, in Article 8, or in paragraphs E and I of Article 15 unless the record owners of both apartments of PALM BEACH ATLANTIC CONDOMINIUM ANNEX shall join in the execution of the amendment; and no amendment shall make any change in this Article 18, unless the record owners of all mortgages upon this condominium and upon PALM BEACH ATLANTIC CONDOMINIUM ANNEX, as well as the record owners of both apartments of PALM BEACH ATLANTIC CONDOMINIUM ANNEX shall join in the execution of the amendment.

19. TERMINATION.

This condominium may be voluntarily terminated in the manner provided for in the Condominium Act, at any time, by the approval of all apartment owners of this condominium and the holders of all liens affecting any of its apartments. In addition thereto, if it is determined in the manner elsewhere provided in this Declaration that the apartments will not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

In the event of such termination, the owners of the land hereby submitted to condominium ownership will retain or acquire the right to use said swimming pool, related facilities and automobile parking spaces of PALM BEACH ATLANTIC CONDOMINIUM. However, restrictions as to said use, as contained herein, will remain in full force and effect.

20. SEVERABILITY.

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Articles of Incorporation and Bylaws of the Association and the rules and regulations made by the Association will not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

In the presence of:

H. Jean Kovinas

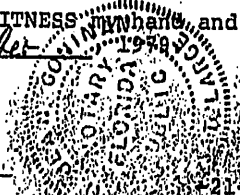
Raymond H. Nordine
Raymond H. Nordine,
Individually and as Trustee

Margaret Springfield

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

Before me personally appeared RAYMOND H. NORDINE, Individually and as Trustee, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 15th day of November, 1978



H. Jean Kovinas
Notary Public

My commission expires: 11-8-83

B3185 P0909

AGREEMENT OF MORTGAGE

Pursuant to Section 718.104(3) of the Florida Statutes, HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF PALM BEACH, called the Mortgagee, the owner and holder of a mortgage upon the following described lands in Palm Beach County, Florida:

Lot 53 (less the East 5.06 feet) and Lots 54 to 57, inclusive, ORANGE GROVE PARK, Palm Beach, Florida, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, page 97,

which mortgage is dated the 30th day of September, 1976, and recorded in Official Record Book 2590, page 449, public records of Palm Beach County, Florida, hereby subordinates its mortgage interest to the making, execution and recordation, but does not join in or consent to the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of its mortgage shall be upon the following described property in Palm Beach County, Florida:

All of the Units of PALM BEACH ATLANTIC CONDOMINIUM, according to the Declaration of Condominium.

TOGETHER WITH all of the appurtenances to the Units, including but not limited to all of the undivided shares in the Common Elements.

IN WITNESS WHEREOF, the undersigned has caused this Agreement of Mortgagee to be executed by its duly authorized officers this 28th day of November, 1979.

Signed, sealed and delivered in the presence of:

HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF PALM BEACH

Leshie A. Comer

Judi Green

BY:

ITS:

ATTEST

Assistant

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of November, 1979, by William C. Davis and Madeline LoBrutto Vice President and Secretary, respectively, of THE ROYAL BANK AND TRUST COMPANY, on behalf of the corporation.

WITNESS my hand and official seal this 28th day of November, 1979.

(NOTARY SEAL)

Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 2 1983
BONDED THRU GENERAL INS. UNDERWRITING

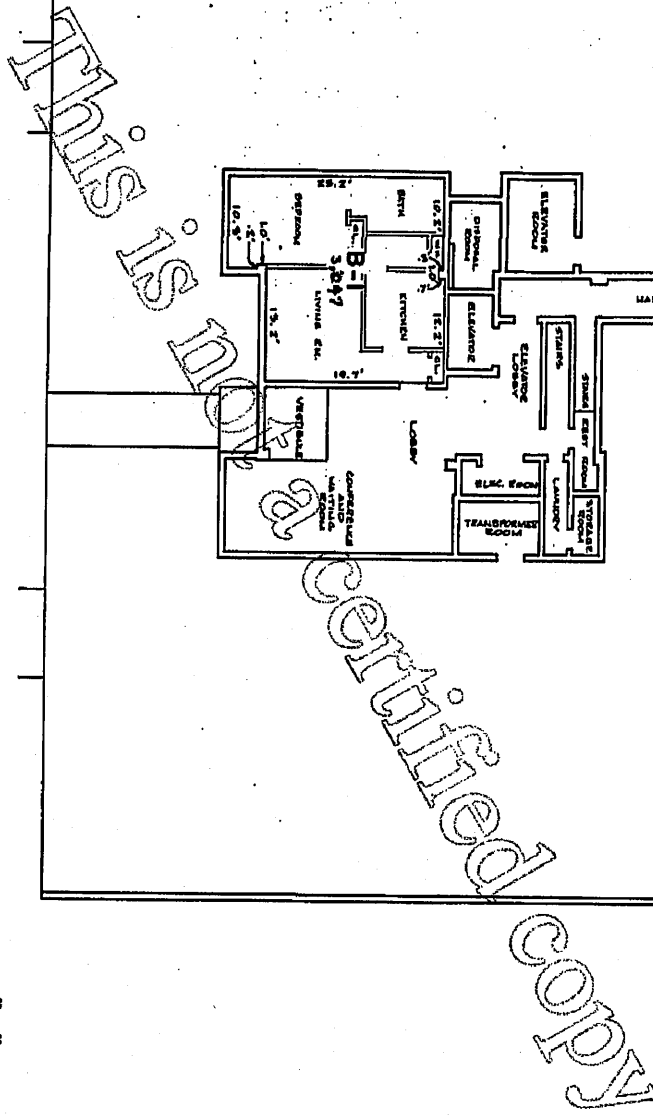
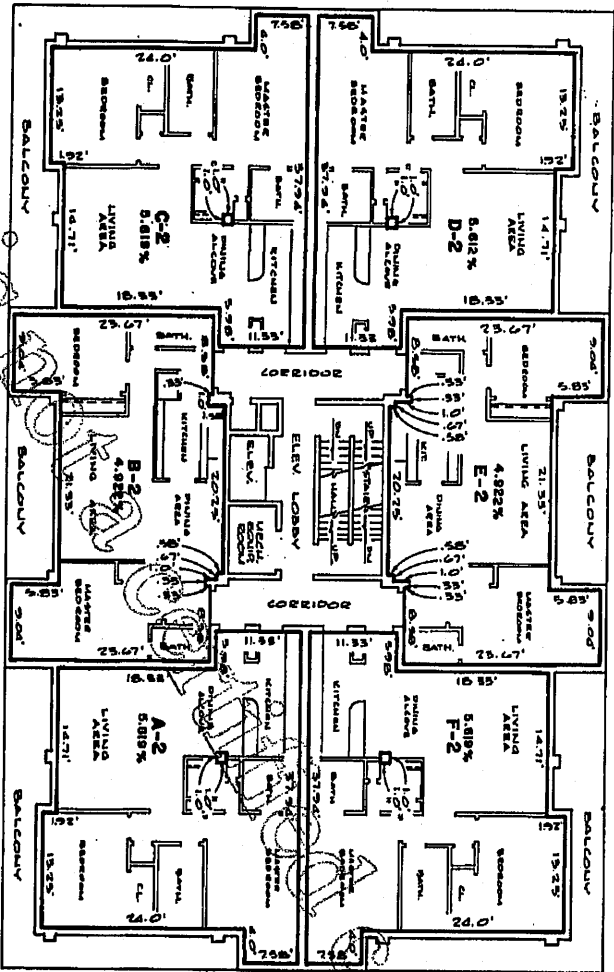


EXHIBIT D

Plans Book No. 79-127 2000 AS SHOWN MAY 1, 1979 2 6	DECLARATION OF CONDOMINIUM PALM BEACH ATLANTIC CONDOMINIUM FIRST FLOOR PLAN	ROBERT E. OWEN & ASSOCIATES, INC. ENGINEERS - PLUMBERS - SMITHERS WEST PALM BEACH FLORIDA	Drawn 22/2/79 Checked 2/2/79
--	--	---	---------------------------------------

**DECLARATION OF
CONDOMINIUM
PALM BEACH ATLANTIC
CONDOMINIUM
FIRST FLOOR PLAN**

B3185 P0912



BUILDING ELEVATIONS

UNIT NO.	FIN. FLOOR	FIN. CEILING
A-2	14.61	22.61
B-2	14.61	22.61
C-2	14.61	22.61
D-2	14.61	22.61
E-2	14.61	22.61
F-2	14.61	22.61

A-23878

EXHIBIT "B"

PREPARED BY DESIGN DRAWN CHECKED DATE 7/1/79	ROBERT E. OWEN & ASSOCIATES, INC. ENGINEERS - PLUMBERS - SMITHS WEST PALM BEACH FLORIDA	DECLARATION OF CONDOMINIUM PALM BEACH ATLANTIC CONDOMINIUM 2ND FLOOR PLAN	79-127 AS SHOWN MAY 1, 1979 3 D-3862-004
--	--	---	--

BUILDING ELEVATIONS

UNIT NO.	FIN. FLOOR	FIN. CEILING
A-2	23.29	31.34
B-2	23.29	31.34
C-2	23.29	31.34
D-2	23.29	31.34
E-2	23.29	31.34
F-2	23.29	31.34

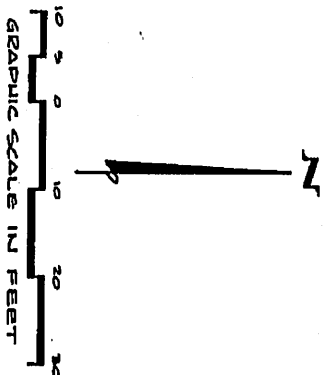
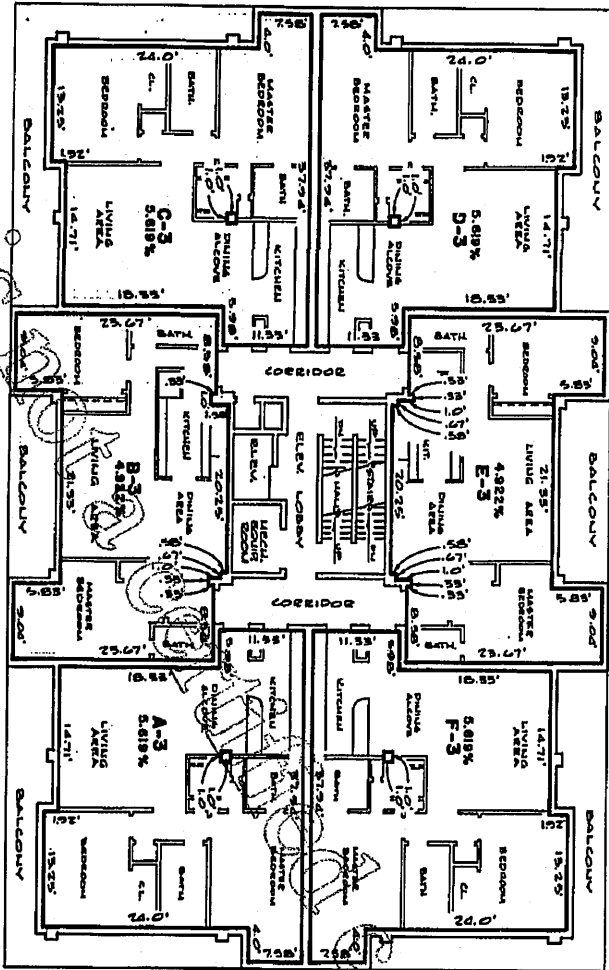


EXHIBIT B



BUILDING ELEVATIONS

UNIT NO.	FIN. FLOOR	FIN. CEILING
A-3	23.29	31.34
B-3	23.29	31.34
C-3	23.29	31.34
D-3	23.29	31.34
E-3	23.29	31.34
F-3	23.29	31.34

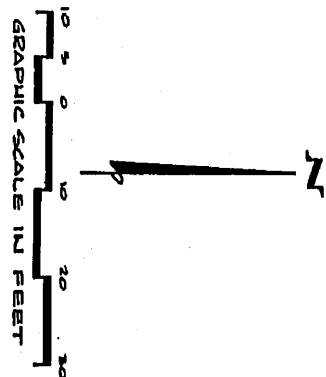
A-23878

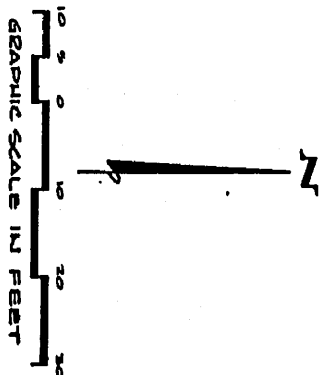
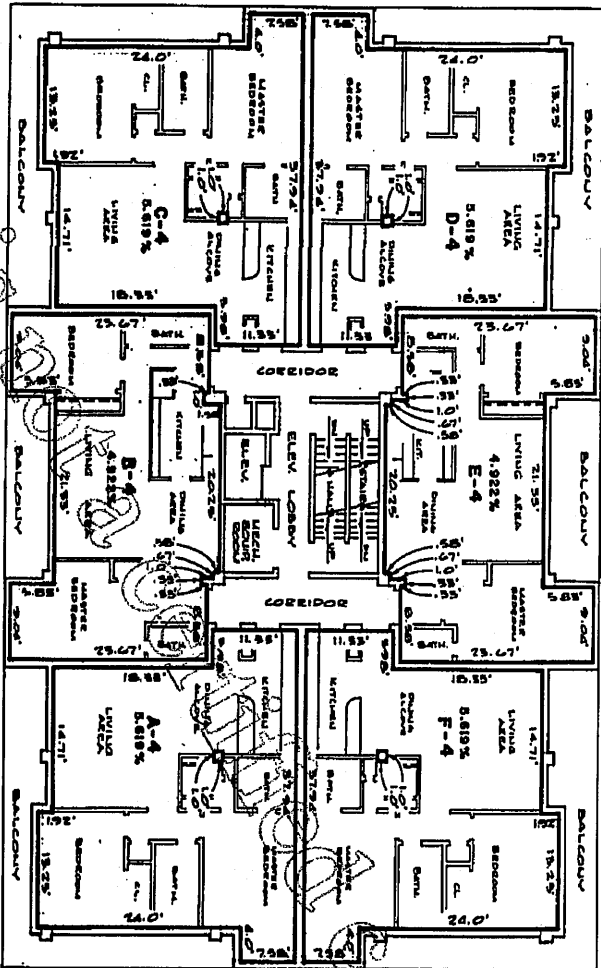
EXHIBIT "B"

DESIGNED BY ROBERT E. OWEN & ASSOCIATES, INC. ENGINEERS - PLANNERS - ARCHITECTS WEST PALM BEACH FLORIDA	DECLARATION OF CONDOMINIUM PALM BEACH ATLANTIC CONDOMINIUM 3rd FLOOR PLAN	DATE 79-127 AS SHOWN MAY 1, 1979 BY 46 D-3862-001
---	---	---

SHIRING ELEVATIONS

UNIT NO.	FIN. FLOOR	FIN. CEILING
A-3	14.61	22.61
B-3	14.61	22.61
C-3	14.61	22.61
D-3	14.61	22.61
E-3	14.61	22.61
F-3	14.61	22.61





BUILDING ELEVATIONS			
UNIT NO.	FIN FLOOR	FIN CEILING	
A-4	31.98	40.08	
B-4	31.98	40.08	
C-4	31.98	40.08	
D-4	31.98	40.08	
F-4	31.98	40.08	

This is a copy of the original plan.

A.23878

EXHIBIT "B"

FIRM RECORD		DECLARATION OF CONDOMINIUM PALM BEACH ATLANTIC CONDOMINIUM 4th FLOOR PLAN	79-127 AS SHOWN MAY 1, 1979 5 D-3982-00
No.	Pl.		
Design			
Drawn			
Checked			
ROBERT E. OWEN & ASSOCIATES, INC. ENGINEERS - PLANNERS - ARCHITECTS WEST PALM BEACH FLORIDA			

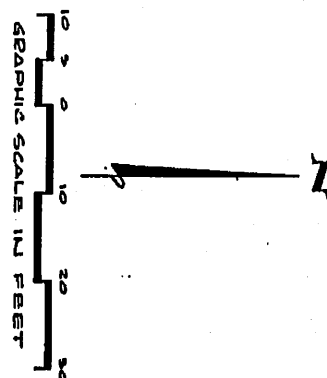
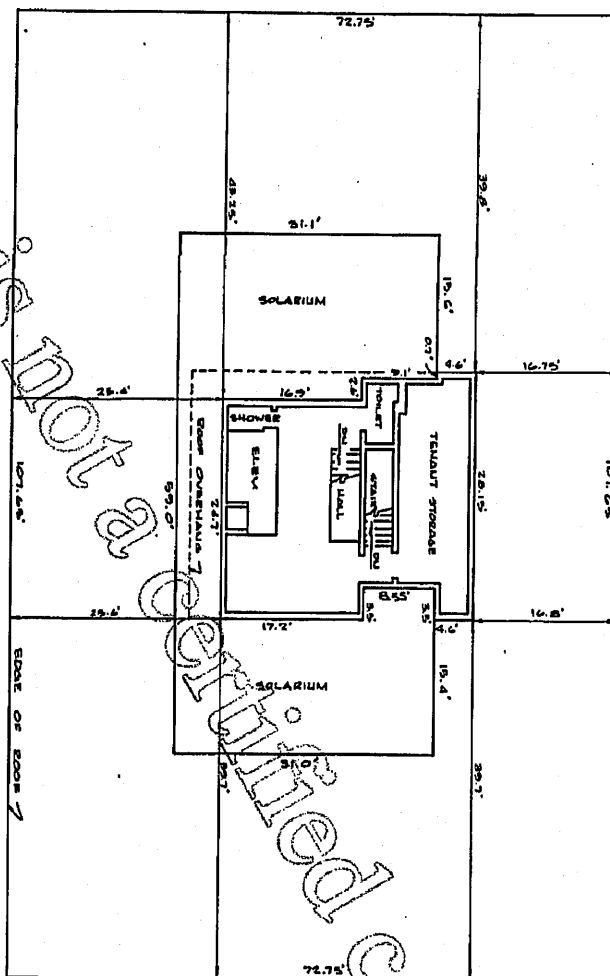
[illegible]

EXHIBIT "B"

Filing Date No. of Design Drawings Classifications	7-29-127 15 1 1 1
Inventor Attorney	ROBERT E. OWEN & ASSOCIATES, INC. ENGINEERS - PLANNERS - SURVEYORS WEST PALM BEACH FLORIDA 6 6
Title	DECLARATION OF CONDOMINIUM PALM BEACH ATLANTIC CONDOMINIUM PENTHOUSE, FLOOR PLAN
File No.	D-3862-004

EXHIBIT B

B3185 P0916

APARTMENT

PERCENTAGE OF
OWNERSHIP IN
COMMON ELEMENTS

B-1	3.047%
A-3	5.619%
B-3	4.922%
C-3	5.619%
D-3	5.619%
E-3	4.922%
F-3	5.619%
A-2	5.619%
B-2	4.922%
C-2	5.619%
D-2	5.612%
E-2	4.922%
F-2	5.619%
A-4	5.619%
B-4	4.922%
C-4	5.619%
D-4	5.619%
E-4	4.922%
F-4	5.619%

100%

EXHIBIT C

REID AND HEEKE, ATTORNEYS AT LAW, 250 ROYAL PALM WAY, PALM BEACH, FLORIDA 33480 • TEL. 655-5371

PALM BEACH ATLANTIC APARTMENTS

[illegible]

ገ/። ገረ።

LOTS 13, 27, 28, 29
PALM BEACH, FLORIDA. GRANGE STATE PARK
FLAT ROCK C, INDIAN



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

Swimming Pool
Pool Deck & Planting
Pool screening wall
Restrooms
Pool Equipment Room
Automobile Parking Spaces

EXHIBIT D

State of Florida



Department of State

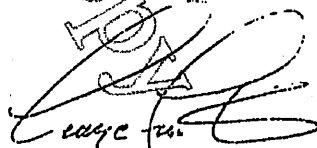
I certify that the attached is a true and correct copy of the Articles of Incorporation of PALM BEACH ATLANTIC ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on August 23, 1979, as shown by the records of this office.

The charter number for this corporation is 748629.



CER 101 Rev. 5-79

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 27th day of August, 1979.



A handwritten signature in dark ink, appearing to read "George Firestone".

George Firestone
Secretary of State

033185 P0919

FILED

AUG 23 3 31 PM 1979

ARTICLES OF INCORPORATION

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OF

PALM BEACH ATLANTIC ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1

Name

The name of the corporation will be PALM BEACH ATLANTIC ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association.

ARTICLE 2

Purpose

2.1. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes, for the operation of two (2) separate condominiums upon the following described parcels of land located in Palm Beach County, Florida:

Lot 53 (less the East 5.06 feet) and Lots 54 to 57, inclusive, ORANGE GROVE PARK, Palm Beach, Florida, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 97

and

Lots 26, 27, 28 and 29, ORANGE GROVE PARK, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 97.

RAYMOND H. NORDINE, TRUSTEE, hereinafter referred to as the Developer, will establish such condominiums; and will offer their units which are and will be apartments, for sale.

2.2. The Association will make no distributions of income to its members, directors or officers.

ARTICLE 3

Powers

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

B3185 P0920

3.1. The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.

3.2. The Association will have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declarations of Condominium for the condominiums; and it will have all of the powers and duties reasonably necessary to operate the condominiums pursuant to their Declarations of Condominium, as they may be amended from time to time, including but not limited to the following:

A. To make and collect assessments against members to defray the costs, expenses and losses of the separate condominiums.

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

C. To maintain, repair, replace and operate the condominium properties.

D. To purchase insurance for the condominium properties; and insurance for the protection of the Association and its members as apartment owners.

E. To reconstruct improvements after casualty and to further improve the condominium properties.

F. To make and amend reasonable rules and regulations respecting the use of the condominium properties.

G. To approve or disapprove the transfer, mortgage and ownership of apartments, as may be provided by the separate Declarations of Condominium for the condominiums and the Bylaws of the Association.

H. To enforce by legal means the provisions of the Condominium Act, the separate Declarations of Condominium, these Articles, the Bylaws of the Association and the Rules and Regulations for the use of the condominium properties.

I. To contract for the management, operation and maintenance of the condominiums and to delegate to each contractor all powers and duties of the Association, except such as are specifically required by either of the separate Declarations of Condominium to have the approval of the Board of Directors or the membership of the Association.

J. To employ personnel to perform the services required for the proper management, operation and maintenance of the condominiums.

3.3. All funds, except such portions thereof as are expended for the common expenses of the condominiums, and the title of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the separate Declarations of Condominium and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the separate Declarations of Condominium and the Bylaws of the Association.

B3185 P0921

ARTICLE 4

Members

4.1. The members of the Association will consist of all of the record owners of the apartments in both condominiums; and after termination of either condominium will consist of those who were members of the terminated condominium at the time of such termination, their successors and assigns, and of the record owners of apartments in the remaining condominium.

4.2. After receiving approval of the Association, change of membership will be established by recording in the public records of Palm Beach County, Florida, of a deed or other instrument establishing a record title to an apartment and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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

4.4. The owner of each apartment will be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners and the manner of exercising voting rights will be determined by the Bylaws of the Association.

ARTICLE 5

Directors

5.1. The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws of the Association, but by not less than five (5) directors; and in the absence of such determination the board will consist of five (5) directors. Directors need not be members of the Association.

5.2. Directors of the Association will be elected at the annual meeting of the members in the manner described by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the Bylaws of the Association.

5.3. The first election of directors will not be held until after the Developer has closed the sales of fifteen percent (15%) of the apartments that will be operated ultimately by the Association, at which time the apartment owners other than the Developer will be entitled to elect one-third (1/3) of the members of the Board of Directors and the remaining directors will be elected by the Developer. Such apartment owners may continue to elect one-third (1/3) of the members of the Board of Directors and the Developer will continue to elect the remaining directors until three (3) years have elapsed after sales by the Developer have been closed of fifty percent (50%) of the apartments that will be operated ultimately by the Association, or three (3) months have elapsed after sales by the Developer have been closed of ninety percent (90%) of the apartments that will be operated

60 60
B3185 P0922

ultimately by the Association or when sales of some of the apartments have been closed and none of the others are being offered for sale by the Developer in the ordinary course of business, or when the Developer willingly waives its rights hereunder, whichever first occurs. The Developer will then have no rights not held by all apartment owners, concerning the election of directors.

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

RAYMOND H. NORDINE	711 South Flagler Drive West Palm Beach, Florida
KAREN D. BOTHWELL	729 Waterway North Palm Beach, Florida
WILLIAM STEVENS	223 Atlantic Avenue Palm Beach, Florida
PHILIP H. REID, JR.	300 Indian Road Palm Beach, Florida
BERNARD A. HEEKE	124 Seabreeze Avenue Palm Beach, Florida

ARTICLE 6

Officers

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

President	RAYMOND H. NORDINE 711 South Flagler Drive West Palm Beach, Florida
Vice President	KAREN D. BOTHWELL 729 Waterway North Palm Beach, Florida
Secretary	BERNARD A. HEEKE 124 Seabreeze Avenue Palm Beach, Florida
Treasurer	PHILIP H. REID, JR. 300 Indian Road Palm Beach, Florida

B3185 P0923

ARTICLE 7

Indemnification

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any matter or proceeding or any settlement of any matter or 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 when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursements being for the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director may be entitled.

ARTICLE 8

Bylaws

The first Bylaws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by said Bylaws.

ARTICLE 9

Amendments

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

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

9.2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided:

A. Such approvals must be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

B. by not less than eighty percent (80%) of the votes of the entire membership of the Association; or

C. until the first election of directors, only by all of the directors.

9.3. Provided, however, that no amendment will make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the apart-

ments; no amendment will make any changes in paragraph 5.3. of Article 5 hereof, without the approval of the Developer; and no amendment will be made that is in conflict with the Condominium Act or of the separate Declarations of Condominium.

4. A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the public records of Palm Beach County, Florida.

ARTICLE 10

Term

The term of the Association will be perpetual.

ARTICLE 11

Subscribers

The names and residence of the subscribers of these Articles of Incorporation are as follows:

BERNARD A. HEEKE 124 Seabreeze Avenue
Palm Beach, Florida

PHILIP H. REID, JR. 300 Indian Road
Palm Beach, Florida

PATRICIA KIEFER 1510 North Ocean Boulevard
Palm Beach, Florida

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 13 day of August, 1979.

Bernard A. Heeke
Bernard A. Heeke
Philip H. Reid, Jr.
Philip H. Reid, Jr.
Patricia Kiefer
Patricia Kiefer

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, BERNARD A. HEEKE, PHILIP H. REID, JR. and PATRICIA KIEFER, and they acknowledged to and before me that they executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

August WITNESS my hand and official seal this 13th day of August, 1979.

R. Jean Korman
Notary Public
State of Florida at Large
My commission expires: 11-8-79

STATE OF FLORIDA
DEPARTMENT OF STATE

Certificate Designating Place of Business or Domicile for the Service of Process Within This State, Naming Agent Upon Whom Process May Be Served and Names and Addresses of the Officers and Directors.

B3185 P0925

The following is submitted, in compliance with Chapter 48.091, Florida Statutes:

PALM BEACH ATLANTIC ASSOCIATION, INC.

a corporation organized (or organizing) under the laws of the State of Florida with its principal office at 223 Atlantic Avenue in the city of Palm Beach, County of Palm Beach State of Florida, has named PHILIP H. REID, JR., located at Suite 300, 250 Royal Palm Way, (Street address & Number of Bldg., P. O. Box address not acceptable) City of Palm Beach, County of Palm Beach

State of Florida, as its agent to accept service of process within this state.

OFFICERS:

NAME	TITLE	SPECIFIC ADDRESS
<u>Raymond H. Nordine</u>	<u>(P)</u>	<u>711 South Flagler Drive</u> <u>West Palm Beach, Florida</u>
<u>Bernard A. Heeke</u>	<u>(S)</u>	<u>250 Royal Palm Way</u> <u>Palm Beach, Florida</u>
<u>Philip H. Reid, Jr.</u>	<u>(T)</u>	<u>250 Royal Palm Way</u> <u>Palm Beach, Florida</u>
<u>Karen D. Bothwell</u>	<u>(V)</u>	<u>729 Waterway</u> <u>North Palm Beach, Florida</u>

DIRECTORS:

NAME	SPECIFIC ADDRESS
<u>Raymond H. Nordine</u>	<u>711 South Flagler Drive</u> <u>West Palm Beach, Florida</u>
<u>Karen D. Bothwell</u>	<u>729 Waterway</u> <u>North Palm Beach, Florida</u>
<u>William Stevens</u>	<u>223 Atlantic Avenue</u> <u>Palm Beach, Florida</u>
<u>Bernard A. Heeke and</u>	<u>250 Royal Palm Way</u>
<u>Philip H. Reid, Jr.</u>	<u>Palm Beach, Florida</u>

By Bernard A. Heeke
(corporate officer)

ACCEPTANCE:

I agree as Resident Agent to accept Service of Process: to keep office open during prescribed hours; to post my name (and any other officers of said corporation authorized to accept service of process at the above Florida designated address) in some conspicuous place in office as required by law.

Filing fee: \$3.00

Philip H. Reid
(Resident Agent)

BYLAWS

PALM BEACH ATLANTIC ASSOCIATION, INC.

IDENTITY.

These are the Bylaws of PALM BEACH ATLANTIC ASSOCIATION, INC., a Florida not for profit corporation, hereinafter called the Association, the Articles of Incorporation of which have been filed in the office of the Secretary of State. The Association has been organized for the purpose of operating two (2) separate condominiums to be established by RAYMOND H. NORDINE, TRUSTEE, hereinafter referred to as the Developer, or his assigns, upon the parcels of land described in such Articles of Incorporation.

The Developer, or his assigns, will offer the units of the condominium, which will be apartments, for sale.

1.1. The office of the Association will be at 223 Atlantic Avenue, Palm Beach, Florida.

1.2. The fiscal year of the Association will be the calendar year.

1.3. The seal of the corporation will bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. MEMBERS' MEETINGS.

The members of the Association will be the owners of the apartments of the condominiums.

2.1. The annual members' meeting will be held at 1:30 P.M. on the 1st Friday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. If that day is a legal holiday, the meeting will be held at the same hour on the next day that is not a legal holiday.

2.2. Special members' meetings will be held whenever called by the 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 entitled to cast one-third (1/3) of the votes of the entire membership.

2.3. Notice of all members' meetings, except the meeting at which the budget for the condominium will be considered, stating the time and place and the objects for which the meeting is called will be given by the President or Secretary unless waived in writing. Such notice will be in writing to each member at his

EXHIBIT F

address as it appears on the books of the Association and will be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing will be given by the affidavit of the person giving the notice; and the post office certificate of mailing shall be retained as proof of such mailing. Notice of a meeting may be waived before or after the meeting; and members may take action by written agreement without meetings. Written notice shall also be posted in a conspicuous place on the condominium properties not less than fourteen (14) days prior to each meeting.

2.4. A quorum at members' meetings will consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present will constitute the acts of the members, except when approval by a greater number of members is required by either Declaration of Condominium, the Articles of Incorporation of the Association or these Bylaws.

2.5. Voting

A. The owner of each unit will be entitled to one (1) vote; and if one owner owns more than one (1) unit he will be entitled to one (1) vote for each unit owned.

B. If a unit is owned by one (1) person, his right to vote will be established by the record title to his unit. If a unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the unit will be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit will be designated by a certificate signed by the President and attested by the Secretary of the corporation and filed with the Secretary of the Association. Such certificates will be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners will not be considered in determining the requirement for a quorum nor for any other purpose.

2.6. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote; it will be valid only for the particular meeting designated in the proxy and it must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8. The order of business at annual members' meetings and as far as practical at other members' meetings will be:

- A. Election of chairman of the meeting.
- B. Calling of the roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of officers.
- F. Reports of committees.
- G. Election of directors.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

3. DIRECTORS.

3.1. Membership. The affairs of the Association will be managed by a board of five (5) directors.

3.2. Election of directors will be conducted in the following manner:

A. Subject to the provisions of the Articles of Incorporation of the Association, the election of directors will be held at the annual members' meeting.

B. A nominating committee of three (3) members will be appointed by the Board of Directors not less than fifteen (15) days prior to the annual members' meeting. The committee will nominate one (1) person for each director then serving. Other nominations may be made from the floor.

C. The election will be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There will be no cumulative voting.

D. Vacancies in the Board of Directors occurring between annual meetings and after the first election of directors will be filled, as follows: If the person no longer serving as a director was elected by the apartment owners other than the Developer, or his assigns, the vacancy will be filled by such apartment owners; and if the person no longer serving as a director was appointed by the Developer, or his assigns, the vacancy will be filled by appointment of the Developer, or his assigns.

E. Any director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose, subsequent to the time during which the Developer, or his assigns, may elect directors, as set forth in the Articles of Incorporation of the Association. The vacancy in the Board of Directors so created will be filled by the members of the Association at the same meeting.

F. Provided, however, the first election of directors will not be held until the time set forth in the Articles of Incorporation of the Association.

3.3. The term of each director's service will extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4. The organizational meeting of each newly-elected Board of Directors will be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected; and no further notice of such organizational meeting will be necessary.

3.5. Regular meetings of the Board of Directors may be held at such time and place as will be determined, from time to time, by a majority of the directors. Notice of regular meetings will be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for each meeting.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days' notice of the meeting will be given personally or by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting.

3.7. All meetings of the directors shall be open to the members.

3.8. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver will be deemed equivalent to the giving of notice.

3.9. A quorum at directors' meetings will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declarations of Condominium, the Articles of Incorporation of the Association or these Bylaws.

3.10. Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.11. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting will constitute the presence of such director for the purpose of determining a quorum.

3.12. The presiding officer at directors' meetings will be the chairman of the Board of Directors, if such an officer has been elected; and if none, the President will preside. In the absence of the presiding officer, the directors present will designate one of their number to preside.

3.13. The order of business at the directors' meetings will be:

- A. Calling of roll.
- B. Proof of due notice of meeting.
- C. Reading and disposal of any unapproved minutes.
- D. Reports of officers and committees.
- E. Election of officers.
- F. Unfinished business.
- G. New business.
- H. Adjournment.

3.14. Directors' fees, if any, will be determined by the members.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

All of the powers and duties of the Association will be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically herein or elsewhere required.

5. OFFICERS.

5.1. The executive officers of the Association will be a President, who will be a director, a Vice President, a Secretary and a Treasurer, all of whom will be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary. The Board of Directors from time to time will elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.

5.2. The President will be the chief executive officer of the Association. He will have all of the powers and duties usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3. The Vice-President in the absence or disability of the President will exercise the powers and perform the duties of the President. He will also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The Secretary will keep the minutes of all proceedings of the directors and the members. He will attend to the giving and serving of all notices to the members and directors and other notices required by law. He will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of the Association and as may be required by the directors or the President.

5.5. The Treasurer will have custody of all property of the Association, including funds, securities and evidences of indebtedness. He will keep the books of the Association in accordance with good accounting practices and he will perform all other duties incident to the office of Treasurer.

5.6. The compensation of all officers and employees of the Association will be fixed by the directors. The provisions that directors' fees will be determined by members will not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominiums.

6. FISCAL MANAGEMENT.

The separate condominiums will, in fiscal matters, be managed separately, except to the extent that the cost of maintaining certain common elements will be shared. Such common areas, which will be used by all members of the Association, are described in the separate Declarations of Condominium.

The provisions for the fiscal management of the Association set forth in the Declarations of Condominium for the condominiums and in the Articles of Incorporation of the Association will be supplemented by the following provisions:

6.1. Accounts. The receipts and expenditures of the Association for each condominium shall be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures shall be common expenses.

A. Current expenses, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

B. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

C. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

6.2. Budget. The Board of Directors shall adopt a budget for each fiscal year and for each condominium that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

A. Current expense.

B. Reserve for deferred maintenance.

C. Reserve for replacement.

D. A meeting notice, a copy of the proposed annual budget and the proposed assessment shall be mailed to each member not less than thirty (30) days prior to the meeting at which the budget for his condominium will be considered.

6.3. Assessments. Assessments against the apartment owners for their shares of the items of the budget will be made for the fiscal year annually in advance on or before November 15 preceding the year for which the assessments are made. Such assessments will be due in equal monthly installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment will be due upon each installment date until charged by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation will be subject to the approval of the membership of the Association, as previously required by these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal monthly installments on the first day of each month remaining in the year for which such amended assessments is made.

6.4. Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the apartment owner; and then the unpaid balance of

the assessment will come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5. Additional assessments, for common expenses that cannot be paid from the annual assessments will be made only after notice of the need for such is given to the members. After such notice and upon approval by more than one-half (1/2) of the members, the assessment will become effective, and it will be due after thirty (30) days notice in such manner as the Board of Directors may require in the notice of assessment.

6.6. The depository of the Association will be such bank or banks as shall be designated from time to time by the Board of Directors and in which the moneys from such accounts will be only by checks signed by such persons as are authorized by the Board of Directors.

7. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) will govern the conduct of Association meetings, when not in conflict with the Declaration of Condominium for the condominium, the Articles of Incorporation of the Association or these Bylaws.

8. AMENDMENTS.

These Bylaws may be amended in the following manner:

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

8.2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided:

A. Such approvals must be not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

B. by not less than eighty percent (80%) of the votes of the entire membership of the Association; or

C. until the first election of directors, only by all of the directors.

8.3. Proviso. Provided, however, that no amendment will discriminate against any member, unless the member so affected shall consent; no amendment will affect or impair the validity or priority of any mortgage covering any apartment without the approval of the holder of such mortgage; and no amendment will make any changes in paragraphs 3.2.F. without the approval of the Developer.

B3185 P0933

The foregoing were adopted as the Bylaws of PALM BEACH ATLANTIC ASSOCIATION, INC., a Florida not for profit corporation, at the first meeting of its Board of Directors.

/s/ Bernard A. Heeke
Secretary

APPROVED:

/s/ Raymond H. Nordine
President

This is not a
certified copy

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

DECLARATION OF CONDOMINIUM

OF

PALM BEACH ATLANTIC CONDOMINIUM ANNEX
222 Atlantic Avenue
Palm Beach, Florida

Made this 1st day of March, 1983,
by RAYMOND H. NORDINE, Individually and as Trustee, here-
inafter called the Developer, for himself, his heirs and
assigns.

WHEREIN the Developer makes the following declara-
tions:

1. PURPOSE.

The purpose of this Declaration is to submit
the land described in this instrument and the improvements
upon such land to the condominium form of ownership and use
in the manner provided by Chapter 718, Florida Statutes,
hereinafter called the Condominium Act.

2. NAME AND ADDRESS.

The name by which this condominium is to be
identified is PALM BEACH ATLANTIC CONDOMINIUM ANNEX, and its
address is 222 Atlantic Avenue, Palm Beach, Florida 33480.

3. THE LAND.

The land owned by the Developer, which by this
instrument it hereby submits to the Condominium form of
ownership, is the following described land located in Palm
Beach County, Florida:

Lots 26, 27, 28 and 29, ORANGE GROVE PARK, according
to the plat thereof on file in the Office of the
Clerk of the Circuit Court in and for Palm Beach
County, Florida, recorded in Plat Book 5, page 97.

The Developer is the fee simple owner of all
of this land and all of his interest therein is submitted to
condominium ownership.

4. DEFINITIONS.

The terms used in this Declaration and in its
Exhibits, and in all amendments thereto, will have the
meanings stated in the Condominium Act and as follows, unless
the context otherwise requires.

4.1. Apartment means unit as defined by the
Condominium Act.

EXHIBIT

B

COMPOSITE

83 046780

83 MAR 16 PM 2:15

83900 P1742

Prepared by: R.H. Nordine
300 Royal Palm Way
P.O. Box 2244
Palm Beach, FL 33480

145-60

4.2. Apartment Owner means unit owner, as defined by the Condominium Act.

4.3. Assessment means a share of the funds required for the payment of the common expenses, which from time to time are assessed against each apartment owner.

4.4. Association means PALM BEACH ATLANTIC ASSOCIATION, INC., the Florida not for profit corporation, its successors and assigns, responsible for the operation of the condominium.

4.5. Common Elements means the portion of the condominium property not included in the apartments; and shall include the tangible personal property required for the maintenance and operation of the condominium.

4.6. Common Expenses:

A. Class A. Common Expenses are the expenses of maintaining, operating and replacing the common elements (including limited common elements) and the portions of the apartments to be maintained by the Association; the expense of furnishing utility services to the condominium property; the expense of premiums for the insurance set forth in Article 13 hereof (excluding the insurance premiums hereinafter described as a part of Class B Common Expenses); and any valid charges against the condominium property as a whole.

B. Class B. Common Expenses are 9.535% of the following: The expense of maintaining, operating, and replacing the swimming pool, related facilities and automobile parking spaces to be used by the owners of apartments of this condominium and by the owners of apartments of PALM BEACH ATLANTIC CONDOMINIUM (as hereinafter described), members of their families and guests, as described in Article 8 hereof; the expense of premiums for insurance covering such swimming pool, related facilities and automobile parking spaces; and the administrative expenses of the Association.

4.7. Common-Surplus means the excess of all receipts of the Association over the common expenses.

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

4.9. Condominium Property means and includes the land described in Article 3 hereof, all improvements thereon, and the common elements; and all easements and rights appurtenant thereto.

4.10 Institutional Mortgage means a mortgage held by a bank, savings and loan association, insurance company, or union pension fund authorized to do business in the State of Florida, or an agency of the United States Government.

4.11 Limited Common Elements are common elements reserved for the use of certain apartment owners to the exclusion of other apartment owners.

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

B3900 P1743

5. DEVELOPMENT PLAN

The condominium is described and established as follows:

5.1. Survey A survey of the land showing the common elements upon it and the location of improvements and easements is attached as Exhibit A.

The Developer hereby creates a nonexclusive easement for the use of the apartment owners, their lessees, members of their families and guests, over all walks and other rights-of-way serving the apartments for ingress and egress to the apartments from the public road (Atlantic Avenue) shown upon this survey.

5.2. Plot Plans A plot plan showing the location and dimensions of the common elements and limited common elements within or attached to the building containing the apartments, the location and dimensions of each apartment and a floor plan for each apartment are attached as Exhibit B. For the purpose of identification, each apartment is given an identifying number. The numbers for all apartments are shown upon said plot plan.

5.3. A Surveyor's Certificate that the construction of the improvements described is substantially complete so that the material attached hereto as Exhibits, together with the provisions of this Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials is a part of the survey.

5.4. Amendment of Plans

A. Alteration of Apartment Plans The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, so long as he owns the apartment so altered. However, no such change will increase or decrease the number of apartments nor alter the common elements or limited common elements without amendment of this Declaration; and if more than one (1) apartment is concerned, the Developer will apportion between the apartments the shares in the common elements appurtenant to the apartments concerned.

B. Amendment of Declaration An amendment of this Declaration reflecting such authorized alteration of apartment plans by the Developer need be signed and acknowledged only by the Developer and his mortgagees, if any. They need not be approved by the Association, apartment owners or mortgagees of apartments, except as herein set forth, whether or not elsewhere required for an amendment.

5.5. Easements are reserved through the condominium property, as may be required for utility services, in order to serve the condominium adequately; provided, however, such easements through an apartment will be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

B3900 P1744

5.6. Improvements - General Description

A. Apartment Building The condominium includes an apartment building containing two (2) apartments.

B. Other Improvements include a swimming pool with pool deck, a pool screening wall with landscaping, restrooms adjacent to the pool deck, a pool equipment room, and ten (10) automobile parking spaces.

5.7. Apartment Boundaries The upper boundary of each apartment will be the surface of its finished ceiling and its lower boundary will be the surface of its finished floor. The perimetrical boundaries of each apartment will be the finished surface of each perimeter wall extended to an intersection with the upper and lower boundaries.

5.8. Common Elements The common elements of the condominium consist of the land and all other parts of the condominium property not within the apartments, including the improvements described in paragraph 5.6(B) of this Declaration, and all tangible personal property used in the maintenance and operation of the condominium.

5.9. Limited Common Elements The balconies adjacent to each apartment will be limited common elements; and will be reserved for the use of the owners of the apartments to which they are adjacent, their lessees, members of their families and their social guests, to the exclusion of all other apartment owners. There will be no other limited common elements.

6. OWNERSHIP OF COMMON ELEMENTS

Each of the apartment owners of the condominium will own an undivided 50% interest in the common elements.

The fee title to each apartment will include both the apartment and its undivided interest in the common elements, said undivided interest to be deemed to be conveyed or encumbered with its respective apartment, even though the description in the instruments of conveyance or encumbrance may refer only to the fee title to the apartment. An attempt to separate the fee title to an apartment from the undivided interest in the common elements appurtenant to any such apartment will be null and void.

7. COMMON EXPENSES AND COMMON SURPLUS

A. Each owner shall be liable for a proportionate share of the Class A and Class B common expenses, such share being the same proportion as his percentage ownership in the common elements appurtenant to his apartment.

B. Any common surplus arising from an excess of receipts for Class A or Class B common expenses over the actual expenses incurred will be owned by the apartment owners in the same proportions as their shares of Class A and Class B common expenses.

8. IMPROVEMENTS FOR USE OF OTHER APARTMENT OWNERS.

A. The Developer also owned land in Palm Beach County, Florida, described as:

Lot 53, (Less the East 5.06 feet) and Lots 54 to 57, inclusive, ORANGE GROVE PARK, Palm Beach, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, page 97

which has been submitted to the condominium form of ownership. The name of this condominium is PALM BEACH ATLANTIC CONDOMINIUM.

B. PALM BEACH ATLANTIC CONDOMINIUM includes an apartment building containing nineteen (19) apartments; and the Association will operate both PALM BEACH ATLANTIC CONDOMINIUM and PALM BEACH ATLANTIC CONDOMINIUM ANNEX, but will not operate any other condominiums.

C. As set forth above, the common elements of PALM BEACH ATLANTIC CONDOMINIUM ANNEX will include a swimming pool with pool deck, a pool screening wall with landscaping, restrooms adjacent to the pool deck, a pool equipment room, and ten (10) automobile parking spaces.

D. Such swimming pool with pool deck, pool screening wall with landscaping, restrooms, pool equipment room and automobile parking spaces (except those four (4) covered spaces at the east side of the parking area and adjacent to the ground floor of the apartment building), although common elements of PALM BEACH ATLANTIC CONDOMINIUM ANNEX, will be available for use by the owners of apartments of both condominiums operated by the Association, their lessees, members of their families and guests, in accordance with the provisions of Article 15 hereof and the rules and regulations of the Association.

E. The Developer does hereby grant and convey such use rights to all owners of all units of PALM BEACH ATLANTIC CONDOMINIUM, their lessees, members of their families and guests. Said use will be in accordance with the provisions of Article 15 hereof and the rules and regulations of the Association.

9. UTILITY SERVICES FOR APARTMENTS.

In all cases where utility services for apartments are not separately metered, or where it is otherwise impossible or impractical to determine the amount of such service used by each apartment owner, the expense of such service will be paid by the apartment owners in a manner determined by the Board of Directors of the Association; and these expenses will not be common expenses. The expense of all other utility services for apartments will be paid by apartment owners and the amount of such payments will not be subject to the control of the Board of Directors of the Association.

B3900 P1746

10. MAINTENANCE, ALTERATION AND IMPROVEMENT.

Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement will be as follows:

10.1. Apartments.

A. By the Association. The Association will maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities and equipment for the furnishing of utility services that are within apartments, if necessary to properly furnish utility services to parts of the condominium other than the apartment within which they are contained. Such will be done at the expense of the owner of the apartment where the work is done.

B. By the apartment owners. Each apartment owner will maintain, repair, and replace all portions of his apartment and all appliances, fixtures and equipment contained within his apartment, except those facilities and equipment for the furnishing of utility services that are to be maintained, operated and replaced by the Association. Such will be done at the expense of the owner of the apartment where the work is done.

C. The liability of the Association and the apartment owners for such expenses will be reduced to the extent by which they are met by the proceeds of insurance carried by the Association.

D. Alteration and Improvement. Except as elsewhere reserved to the Developer, no structural alterations will be made in the portions of any apartment to be maintained by the Association, without the prior written approval of the owners of the apartment in which such work is to be done and of the Board of Directors of the Association. A copy of plans will be filed with said Board of Directors prior to the start of such work.

10.2. Common Elements.

A. By the Association. The maintenance, repair, replacement, and operation of the common elements will be the responsibility of the Association unless made necessary by the negligence of any apartment owner entitled to its use, members of his family, or his tenants, visitors, guests, employees or agents. In the event of such negligence, it will be done by the Association at the expense of said apartment owner. However, the liability of the Association and apartment owners for such expenses will be reduced to the extent by which they are met by the proceeds of insurance carried by the Association.

B. Alteration and Improvement. Except as elsewhere reserved to the Developer there will be no alterations or additions to the common elements of the Condominium by the Association or otherwise, without prior approval in writing by the record owners of all of its apartments. Further, there will be no alterations or additions to those common elements to be used by the owners of apartments of PALM BEACH ATLANTIC CONDOMINIUM, members of their families and guests, without prior approval in writing by the record owners of all apartments of this condominium and by the record owners of all apartments of PALM BEACH ATLANTIC CONDOMINIUM.

10.3 Limited Common Elements. Each Apartment owner will maintain, repair, and replace the balconies adjacent to his Apartment, which are limited common elements reserved for his use, his lessees, members of their families and their social guests, to the exclusion of all other Apartment owners.

B3900 P1747

10.3. Limitation upon liability of Association.

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association will not be liable to the apartment-owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other owners or persons.

11.0. ASSESSMENTS.

The making and collection of assessments against apartment owners for Class A and Class B common expenses will be pursuant to the Bylaws of the Association, subject to the following provisions:

11.1. Share of Common Expense. Each apartment owner will be liable for a proportionate share of the common expenses, and will share in the common surplus, as provided for in Article 7 of this Declaration.

11.2. Interest; Application of Payments. Assessments and installments on such assessments, which are paid on or before ten (10) days after date when due, will not bear interest; but all sums not paid on or before ten (10) days after the date when due, may, in the discretion of the Board of Directors of the Association, bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon account will be first applied to any interest and then to the assessment payment first due.

11.3. Lien for Assessments. The Association will have a lien upon each apartment and upon all tangible personal property located within each apartment for any unpaid assessments, together with interest, except that such liens will be subordinate to bona fide liens recorded in the public records of Palm Beach County, Florida, prior to the recording therein of claims of liens for such unpaid assessments. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, will be payable by the apartment owner and secured by such liens.

11.4. Collections and Foreclosure. The Association may take such action as it deems necessary to collect assessments by personal action or by foreclosing said liens, and may settle and compromise the same, if in the best interests of the Association. The Association will be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any sale held pursuant to a suit to foreclose any assessment lien it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of the foreclosure of an assessment lien, the apartment owner will be required to pay a reasonable rental for the apartment and the plaintiff in such foreclosure will be entitled to the appointment of a receiver to collect same from the apartment owner and/or occupant.

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

11.5. Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessments. Where the mortgagee of an institutional first mortgage of record acquires title to an apartment as a result of the foreclosure of said mortgage, or where others acquire title as a result of such foreclosure, or where said mortgagee accepts a deed to an apartment in lieu of foreclosure, such acquirer of title, his heirs, executors, legal representatives, successors and assigns, will not be liable for the share of common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to such acquisition of title unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed or defaulted mortgage. Such unpaid share of common expenses or assessments will be deemed to be common expenses, collectible from all of the apartment owners including such acquirer of title, his heirs, executors, legal representatives, successors and assigns.

11.6. Assignment of Claim and Lien Rights. The Association will have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Developer or to any apartment owner or group of apartment owners, or to any third party.

12. ASSOCIATION.

The operation of the condominium will be by the Association. The Association will fulfill its functions pursuant to this Declaration and the following:

12.1. Its Articles of Incorporation, a copy of which is attached as Exhibit C.

12.2. Its Bylaws, a copy of which is attached as Exhibit D.

12.3. No modification of or amendment to the Bylaws of the Association will be valid unless set forth in or annexed to a duly recorded amendment of this Declaration. The Bylaws may be amended in the manner provided for therein, but no such amendment will be adopted which would affect or impair the validity or priority of the record owner of any mortgage covering any apartment, unless the mortgagee shall join in the execution of the amendment.

12.4. Restraint upon assignment of shares in assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

12.5. Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision will be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

12.6. The members of the Association will be the owners of the apartments of this condominium and of the apartments of PALM BEACH ATLANTIC CONDOMINIUM. The owner of each unit will be entitled to one (1) vote; and if one owner owns more than one (1) unit, he will be entitled to one (1) vote for each unit owned.

13. INSURANCE.

The insurance, other than title insurance, that will be carried upon the condominium property of this condominium and of PALM BEACH ATLANTIC CONDOMINIUM will be governed by the following provisions:

13.1. Authority to purchase; named insured. All insurance policies upon the condominium properties will be purchased by the Association. The named insured will be the Association individually and as agent for the apartment owners, without naming them. Provision will be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such

policies will provide that payments by the insurer for losses will be made to the Insurance Trustee described below, and all policies and their endorsements will be deposited with the Insurance Trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expenses.

13.2. Coverage.

A. Casualty. The buildings and improvements upon the lands of each condominium will be insured to an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs; and all personal property included in the common elements will be insured for its value, as determined by the Association. Said coverage, which may have such deductible provisions as may be determined by the Association, will afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the buildings on the lands, including, but not limited to, vandalism and malicious mischief.

B. Public Liability in such amounts and with such coverage as shall be required by the Association, with (if reasonably obtainable) cross liability endorsements to cover liabilities of apartment owners as a group to an apartment owner.

C. Such other insurance as the Association shall determine from time to time to be required or desirable.

13.3. Premiums. Premiums upon insurance policies purchased by the Association will be paid by the Association as a common expense, subject to the provisions hereof relating to Class B common expenses.

13.4. Insurance Trustee; share of proceeds. All insurance policies purchased by the Association will be for the benefit of the Association and the apartment owners and their mortgagees, as their interest may appear, and will provide that all proceeds covering property losses will be paid to such bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which Trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee will not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee will be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated in this Declaration and for the benefit of such apartment owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:

A. Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

B. Apartments. Proceeds on account of damage to an apartment will be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost will be determined by the Association.

(2) When the building is not to be restored an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

C. Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner will be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee will have any right to determine or participate in the determination as to whether or not any damaged property will be reconstructed or repaired, and no mortgagee will have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

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

A. Expense of the trust. All expenses of the Insurance Trustee will be paid first, or provisions made for such payment.

B. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds will be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs will be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

C. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid will not be reconstructed or repaired, the remaining proceeds will be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

D. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

13.6. Association as agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

14.1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it will be reconstructed or repaired will be determined in the following manner:

A. Common elements. If the damaged improvement is a common element, the damaged property will be reconstructed or repaired.

B. Apartments.

(1) Lesser damage. If the damaged improvement is an apartment or apartments and if apartments to which fifty percent (50%) of the common elements are appurtenant are found by the Association to be tenantable, the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium will be terminated.

(2) Major damage. If the damaged improvement is an apartment or apartments and if apartments to which more than fifty percent (50%) of the common elements are appurtenant are found by the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of all of the common elements of the condominium agree in writing to such reconstruction or repair.

C. Certificate. The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired.

14.2. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not, then in accordance with plans and specifications approved by the Board of Directors and if the damaged property is an apartment or apartments by the owners of all of the common elements of the condominium, including the owners of all damaged apartments, which approval will not be unreasonably withheld.

14.3. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner will be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty will be that of the Association.

14.4. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair the Association will obtain reliable and detailed estimates of the cost to rebuild or repair.

14.5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments will be made

B3900 P1752

against the apartment owner who owns the damaged apartment, and against all apartment owners. (as a common expense) in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs; and such assessments against apartment owners for damage to apartments will be in proportion to the cost of reconstruction and repair of their respective apartments.

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

A. Association. If the total assessments made in order to provide funds for the costs of reconstruction and repair that is the responsibility of the Association are more than \$10,000.00, then the sums so paid will be deposited by the Association with the Insurance Trustee. In all other cases, the Association will hold such sums and disburse them in payment of the costs of reconstruction and repair.

B. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty will constitute a construction fund which will be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund will 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 that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund will be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the construction funds will be disbursed in payment of such costs upon the order of the Association, but only with the approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

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

B3900 P1753

(4) Surplus. It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair will be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to all apartment owners in reimbursement of any common expense assessments for damage to common elements, in proportion to their contributions. All remittances to apartment owners of the condominium will be payable jointly to them and to their mortgagees, except that the part of a distribution to an apartment owner of the condominium that is not in excess of assessments paid by such owner into the construction fund will not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this Declaration, the Insurance Trustee will not be required to determine whether or not sums paid by the apartment owners upon assessments will be deposited 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, or to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association 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 required in this instrument to be named as payee, the Insurance Trustee will also name the mortgagee as a payee of any distribution of insurance proceeds to an apartment owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association will be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

15. USE RESTRICTIONS.

The use of the condominium property of this condominium will be in accordance with the following provisions:

A. Each of the apartments will be occupied as a single family private dwelling by its owner or his tenant, their visitors and guests, and for no other purpose. Except as reserved to the Developer, no apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartment to be affected.

B3900 P1754

B. Children under twelve (12) years of age will be permitted to visit the condominium property and to reside in any of the apartments of the condominium. However, such visits and periods of residency may not exceed sixty (60) days in any calendar year, which days will not be cumulative.

C. No animals or pets of any kind, except small dogs weighting not more than ten (10) pounds and small birds and fish, owned by apartment owners, will be kept in any apartment or upon any other portion of the condominium property, unless approved in writing by the Board of Directors of the Association; and, in no event will more than one (1) animal or pet be kept in any apartment. If such Board, at any time, determines that any pet is a nuisance, it will be removed from the condominium property within five (5) days of written notice requiring such removal.

D. The apartment owners will not cause anything to be hung, displayed, or placed on the exterior walls, balconies, doors, windows, or roof of the apartment building; and they will not otherwise change the appearance of any portion of the exterior of the apartment building, or the surfaces of interior building walls facing common elements, without the prior written consent of the Board of Directors of the Association. No clothes lines or similar devices, no radio or television antennas or aerials and no "For Sale" signs, will be allowed on any part of the condominium property without the prior written consent of the Board of Directors of the Association.

E. All automobile parking spaces of this condominium (except the four (4) spaces to be used exclusively by the owners of the apartments of this condominium) and all spaces of PALM BEACH ATLANTIC CONDOMINIUM will be used only by those persons as are from time to time specified by the Board of Directors of the Association. No vehicles or objects other than automobiles and no commercial vehicles of any kind (except commercial vehicles of persons servicing the condominium) will be parked or placed upon any of the parking areas of this condominium or of PALM BEACH ATLANTIC CONDOMINIUM, unless permitted by the Board of Directors of the Association.

F. No nuisances will be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner will permit any use of his apartment or make any use of the common elements or of said swimming pool, related facilities and automobile parking spaces that will increase the cost of insurance.

G. No improper, offensive or unlawful use will be made of the condominium property nor any part of same; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property will be the same as the responsibility for the maintenance and repair of the property concerned.

B3900 P1755

H. The swimming pool, pool deck, restrooms adjacent to the swimming pool and pool equipment room described in Article 8 hereof will be used in accordance with the rules and regulations of the Association. However, in any event, they may not be used before 9:00 a.m. or after 9:00 p.m. of any day.

I. Rules and regulations concerning other use of the condominium property, including said swimming pool, related facilities, and automobile parking spaces may be made and amended from time to time by the Board of Directors of the Association. Copies of such rules and regulations will be furnished to all apartment owners and residents of the condominium, upon request.

15.1. Proviso. Provided, however, that until the Developer has closed the sales of all of the apartments, neither the apartment owners nor the Association, nor the use of the condominium property, will interfere with his sale of the apartments. The Developer may make such use of the unsold apartments and common areas as may facilitate sales, including, but not limited to the showing of the property and the display of signs.

Provided further, that for a period of two (2) years after the date hereof, the provisions of paragraphs B and C of this Article 15 will not be applicable to the occupants of any apartments owned and leased by the Developer.

16. TRANSFER OF APARTMENTS.

The transfer of Apartments of this Condominium by sale, lease, gift, devise or inheritance, or in any other manner, will not be restricted or controlled.

17. Compliance and Default. Each apartment owner will be governed by and will comply with the terms and provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association and the rules and regulations made by the Association, as amended from time to time. Failure of an apartment owner to comply with such documents and rules and regulations will entitle the Association, its Board of Directors, or apartment owners to the following relief, in addition to the remedies provided by the Condominium Act or otherwise.

17.1. Increase in Insurance Premiums. An apartment owner will pay the Association the amount of any increase in its insurance premiums occasioned by use, misuses, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner, members of his family or his tenants, visitors, guests, employees or agents.

17.2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation and Bylaws of the Association, or the rules and regulations made by the Association, as amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

17.3. No Waiver of Rights. The failure of the Association or its Board of Directors, or of any apartment owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association or the rules and regulations made by the Association will not constitute a waiver of the right to do so thereafter.

18. AMENDMENTS.

Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

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

18.2. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

A. not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

B. not less than eighty percent (80%) of the votes of the entire membership of the Association; or

C. until the first election of directors, only by all of the directors.

18.3. Proviso. Provided, however, that no amendment will discriminate against any apartment owner or against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; no amendment will change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share in the common expenses (except as reserved to the Developer), unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment; no amendment will affect or impair the validity or priority of any mortgage covering any apartment or the rights of the Developer under this Declaration, unless such mortgagee or Developer shall join in the execution of the amendment; no amendment shall make any change in Articles 13 or 14, unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment; and no amendment shall make any changes in paragraph 4.6 of Article 4, in Article 8, or in paragraphs E and H of Article 15 unless the record owners of all apartments of both PALM BEACH ATLANTIC CONDOMINIUM ANNEX and PALM BEACH ATLANTIC CONDOMINIUM, together with the record owner of all mortgages upon these apartments shall join in the execution of the amendment; and no amendment shall make any change in this Article 17, unless the record owners of all mortgages upon this condominium and upon PALM BEACH ATLANTIC CONDOMINIUM, as well as the record owners of all apartments of PALM BEACH ATLANTIC CONDOMINIUM shall join in the execution of the amendment.

19. TERMINATION.

This condominium may be voluntarily terminated in the manner provided for in the Condominium Act, at any time, by the approval of all apartment owners of this condominium and the holders of all liens affecting any of its apartments. In addition thereto, if it is determined in the manner elsewhere provided in this Declaration that the apartment will not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

In the event of such termination, the owners of the Apartments of PALM BEACH ATLANTIC CONDOMINIUM, members of their families and guests, will retain the right to use said swimming pool, related facilities and automobile parking spaces of this condominium, as herein described. However, restrictions as to said use, as contained herein, will remain in full force and effect.

20. SEVERABILITY.

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or work, or other provision of this Declaration, the Articles of Incorporation and Bylaws of the Association and the rules and regulations made by the Association will not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

In the presence of:

[Signature]
[Signature]

[Signature]
Raymond H. Nordine,
Individually and as Trustee

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared RAYMOND H. NORDINE, Individually and as Trustee, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 10th day of March, 1983.

[Signature]
Notary Public

My commission expires:

Notary Public State of Florida at Large
My Commission Expires February 14, 1986
Bonded thru Cornelius Johnson & Clark

B3900 P1758

JOINDER OF MORTGAGEE

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF PALM BEACH,
a corporation organized and existing under the laws of the United
States of America, the owner and holder of a mortgage upon the
following lands in Palm Beach County, Florida:

Lots 26, 27, 28 and 29, ORANGE GROVE PARK, according to the
plat thereof on file in the Office of the Clerk of the Circuit
Court in and for Palm Beach County, Florida, recorded in
Plat Book 3, page 97,

which mortgage was recorded January 8, 1981 in

Official Record Book 3441 page 1816 of the public records of
Palm Beach County, Florida, joins in the making of the foregoing
Declaration of Condominium and agrees that the lien of its mort-
gage shall be upon the following described property in Palm
Beach County, Florida:

All of the units of PALM BEACH ATLANTIC CONDOMINIUM ANNEX, accord-
ing to its Declaration of Condominium, together with all of the
appurtenances to these units, including but not limited to all of
the undivided shares in the common elements.

In the presence of:

HOME FEDERAL SAVINGS AND LOAN
ASSOCIATION OF PALM BEACH

Dennis J. Moore

By:

E. L. Elliott III
Executive Vice President

Leslie A. Gorman

Attest:

Robin O. Selman
Robin O. Selman, Assistant Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

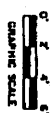
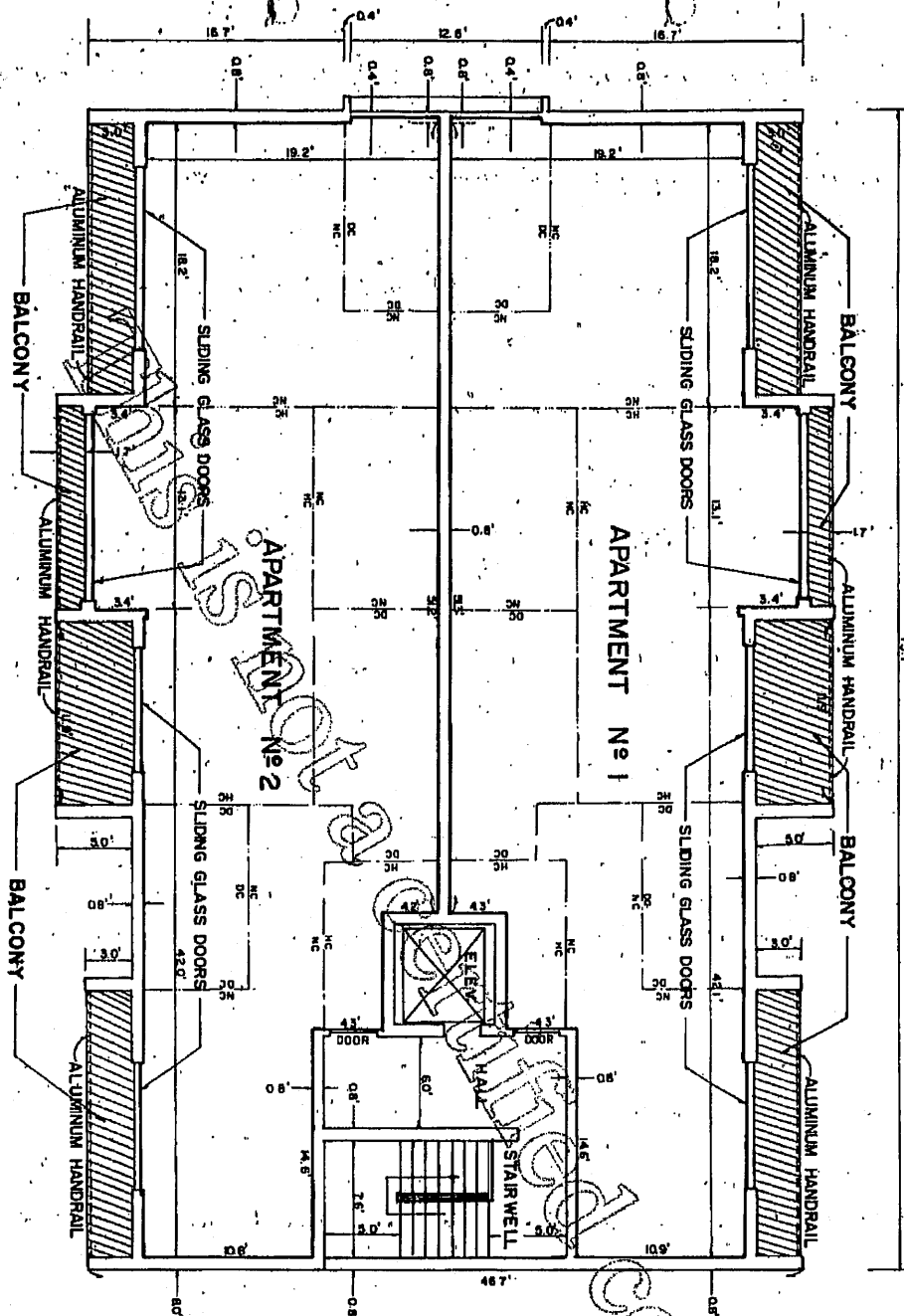
I HEREBY CERTIFY that on this day, before me, an of-
ficer duly authorized in the County and State aforesaid to take
acknowledgments personally appeared E. L. Elliott III
and Robin O. Selman, well known to me to be the
Executive Vice President and Assistant Secretary
respectively of HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF PALM
BEACH, and they severally acknowledged executing the same in the
presence of two subscribing witnesses freely and voluntarily under
authority vested in them by said corporation, and that the seal
affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and
State last aforesaid this 11th day of March, 1983:

Leslie A. Gorman
Notary Public
State of Florida at Large
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 12 1983
BUNDLED THRU GENERAL INS. UNDERWRITERS

B3900 P1759



FLOOR ELEVATION: 17'09
CEILING ELEVATION: SEE NOTES 5.5, 6.7
ABOVE

SECOND FLOOR LEVEL

EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM OF

PALM BEACH ATLANTIC CONDOMINIUM ANNEX

- NOTES:
1. ———— DENOTES THE WALL/THICK, BOUNDARY OF A CONDOMINIUM UNIT.
 2. ———— DENOTES A COMMON ELEMENT.
 3. ———— DENOTES A LIMITED COMMON ELEMENT.
 4. ———— DENOTES A SPACE IN THE ELEVATION OF THE PLANE OF THE BOUNDARY, CEILING LINE, 1.0' TO 2.0' ABOVE CEILING, ETC.
 5. N.C. - DENOTES THE PLANE OF THE CEILING, (COMMON, CEILING), AT A HEIGHT OF 8.0 FEET ABOVE THE FLOOR ELEVATION LISTED HEREON.
 6. D.C. - DENOTES THE PLANE OF THE CEILING, (COMMON, CEILING), AT A HEIGHT OF 7.0 FEET ABOVE THE FLOOR ELEVATION LISTED HEREON.
 7. N.C. - DENOTES THE PLANE OF THE CEILING, (COMMON, CEILING), AT A HEIGHT OF 11.0 FEET ABOVE THE FLOOR ELEVATION LISTED HEREON.
 8. N.C. - DENOTES THE PLANE OF THE CEILING, (COMMON, CEILING), AT A HEIGHT OF 11.0 FEET ABOVE THE FLOOR ELEVATION LISTED HEREON.
 9. COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND CONDOMINIUM UNITS ARE AS SHOWN IN THE DECLARATION OF CONDOMINIUM OF PALM BEACH ATLANTIC CONDOMINIUM ANNEX.
 10. COMMON ELEMENTS, SUCH AS, (BUT NOT LIMITED TO), ROOFING, IMPERMEABLE, SYSTEMS, VENTS, CHIMNEYS, STAIRS, UTILITY LINES, ETC., ARE NOT BEING CONSIDERED ILLUSTRATED.
 11. THE EXISTING AND PROPOSED CONDOMINIUM UNITS IS NOT SHOWN.

19718 00668

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PALM BEACH ATLANTIC ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on August 23, 1979, as shown by the records of this office.

The charter number for this corporation is 748629.



CER 101 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
27th day of August, 1979.

George F. Jirassone
Secretary of State

B3900 P1762

EXHIBIT C

FILED

AUG 23 3 31 PM 1979

ARTICLES OF INCORPORATION

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OF

PALM BEACH ATLANTIC ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1

Name

The name of the corporation will be PALM BEACH ATLANTIC ASSOCIATION INC. For convenience, the corporation will be referred to in this instrument as the Association.

ARTICLE 2

Purpose

2.1. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes, for the operation of two (2) separate condominiums upon the following described parcels of land located in Palm Beach County, Florida:

Lot 53 (less the East 5.06 feet) and Lots 54 to 57, inclusive, ORANGE GROVE PARK, Palm Beach, Florida, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 97

and

Lots 26, 27, 28 and 29, ORANGE GROVE PARK, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 97

RAYMOND H. NORDINE, TRUSTEE, hereinafter referred to as the Developer, will establish such condominiums; and will offer their units which are and will be apartments, for sale.

2.2. The Association will make no distributions of income to its members, directors or officers.

ARTICLE 3

Powers

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

B3900 P1763

3.1. The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.

3.2. The Association will have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declarations of Condominium for the condominiums; and it will have all of the powers and duties reasonably necessary to operate the condominiums pursuant to their Declarations of Condominium, as they may be amended from time to time, including but not limited to the following:

A. To make and collect assessments against members to defray the costs, expenses and losses of the separate condominiums.

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

C. To maintain, repair, replace and operate the condominium properties.

D. To purchase insurance for the condominium properties; and insurance for the protection of the Association and its members as apartment owners.

E. To reconstruct improvements after casualty and to further improve the condominium properties.

F. To make and amend reasonable rules and regulations respecting the use of the condominium properties.

G. To approve or disapprove the transfer, mortgage and ownership of apartments, as may be provided by the separate Declarations of Condominium for the condominiums and the Bylaws of the Association.

H. To enforce by legal means the provisions of the Condominium Act, the separate Declarations of Condominium, these Articles, the Bylaws of the Association and the Rules and Regulations for the use of the condominium properties.

I. To contract for the management, operation and maintenance of the condominiums and to delegate to each contractor all powers and duties of the Association, except such as are specifically required by either of the separate Declarations of Condominium to have the approval of the Board of Directors or the membership of the Association.

J. To employ personnel to perform the services required for the proper management, operation and maintenance of the condominiums.

3.3. All funds, except such portions thereof as are expended for the common expenses of the condominiums, and the title of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the separate Declarations of Condominium and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the separate Declarations of Condominium and the Bylaws of the Association.

ARTICLE 4

Members

4.1. The members of the Association will consist of all of the record owners of the apartments in both condominiums; and after termination of either condominium will consist of those who were members of the terminated condominium at the time of such termination, their successors and assigns, and of the record owners of apartments in the remaining condominium.

4.2. After receiving approval of the Association, change of membership will be established by recording in the public records of Palm Beach County, Florida, of a deed or other instrument establishing a record title to an apartment and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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

4.4. The owner of each apartment will be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners and the manner of exercising voting rights will be determined by the Bylaws of the Association.

ARTICLE 5

Directors

5.1. The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws of the Association, but by not less than five (5) directors; and in the absence of such determination the board will consist of five (5) directors. Directors need not be members of the Association.

5.2. Directors of the Association will be elected at the annual meeting of the members in the manner described by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the Bylaws of the Association.

5.3. The first election of directors will not be held until after the Developer has closed the sales of fifteen percent (15%) of the apartments that will be operated ultimately by the Association, at which time the apartment owners other than the Developer will be entitled to elect one-third (1/3) of the members of the Board of Directors and the remaining directors will be elected by the Developer. Such apartment owners may continue to elect one-third (1/3) of the members of the Board of Directors and the Developer will continue to elect the remaining directors until three (3) years have elapsed after sales by the Developer have been closed of fifty percent (50%) of the apartments that will be operated ultimately by the Association, or three (3) months have elapsed after sales by the Developer have been closed of ninety percent (90%) of the apartments that will be operated

B3900 P1765

ultimately by the Association or when sales of some of the apartments have been closed and none of the others are being offered for sale by the Developer in the ordinary course of business, or when the Developer willingly waives its rights hereunder, whichever first occurs. The Developer will then have no rights not held by all apartment owners, concerning the election of directors.

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

RAYMOND H. NORDINE	711 South Flagler Drive West Palm Beach, Florida
KAREN D. BOTHWELL	729 Waterway North Palm Beach, Florida
WILLIAM STEVENS	223 Atlantic Avenue Palm Beach, Florida
PHILIP H. REID, JR.	300 Indian Road Palm Beach, Florida
BERNARD A. HEEKE	124 Seabreeze Avenue Palm Beach, Florida

ARTICLE 6

Officers

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

President	RAYMOND H. NORDINE 711 South Flagler Drive West Palm Beach, Florida
Vice President	KAREN D. BOTHWELL 729 Waterway North Palm Beach, Florida
Secretary	BERNARD A. HEEKE 124 Seabreeze Avenue Palm Beach, Florida
Treasurer	PHILIP H. REID, JR. 300 Indian Road Palm Beach, Florida

ARTICLE 7

Indemnification

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any matter or proceeding or any settlement of any matter or 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 when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursements being for the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director may be entitled.

ARTICLE 8

Bylaws

The first Bylaws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by said Bylaws.

ARTICLE 9

Amendments

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

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

9.2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided:

A. Such approvals must be by not less than seventy five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

B. by not less than eighty percent (80%) of the votes of the entire membership of the Association; or

C. until the first election of directors, only by all of the directors.

9.3. Provided, however, that no amendment will make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the apart-

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

ments; no amendment will make any changes in paragraph 5.3. of Article 5 hereof, without the approval of the Developer; and no amendment will be made that is in conflict with the Condominium Act or of the separate Declarations of Condominium.

9.4. A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the public records of Palm Beach County, Florida.

ARTICLE 10

Term

The term of the Association will be perpetual.

ARTICLE 11

Subscribers

The names and residence of the subscribers of these Articles of Incorporation are as follows:

BERNARD A. HEEKE 124 Seabreeze Avenue
Palm Beach, Florida

PHILIP H. REID, JR. 300 Indian Road
Palm Beach, Florida

PATRICIA KIEFER 1510 North Ocean Boulevard
Palm Beach, Florida

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 13th day of August, 1979.

Bernard A. Heeke
Bernard A. Heeke

Philip H. Reid, Jr.
Philip H. Reid, Jr.

Patricia Kiefer
Patricia Kiefer

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, BERNARD A. HEEKE, PHILIP H. REID, JR. and PATRICIA KIEFER, and they acknowledged to and before me that they executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

August WITNESS my hand and official seal this 13th day of August, 1979.

H. Jean Bonin
Notary Public

State of Florida at Large

My commission expires: 11-8-79

Certificate Designating Place of Business or Domicile for the Service of Process Within This State, Naming Agent Upon Whom Process May Be Served and Names and Addresses of the Officers and Directors.

The following is submitted, in compliance with Chapter 48.091, Florida Statutes:

PALM BEACH ATLANTIC ASSOCIATION, INC.

a corporation organized (or organizing) under the laws of the State of Florida

with its principal office at

223 Atlantic Avenue

in the city of Palm Beach

County of Palm Beach

State of

Florida

has named PHILIP H. REID, JR.

, located at

Suite 300, 250 Royal Palm Way,

(Street address & Number of Bldg., P. O. Box address not acceptable)

City of Palm Beach

County of Palm Beach

State of Florida, as its agent to accept service of process within this state.

OFFICERS:

NAME	TITLE	SPECIFIC ADDRESS
<u>Raymond H. Nordine</u>	<u>(P)</u>	<u>711 South Flagler Drive</u> <u>West Palm Beach, Florida</u>
<u>Bernard A. Heeke</u>	<u>(S)</u>	<u>250 Royal Palm Way</u> <u>Palm Beach, Florida</u>
<u>Philip H. Reid, Jr.</u>	<u>(T)</u>	<u>250 Royal Palm Way</u> <u>Palm Beach, Florida</u>
<u>Karen D. Bothwell</u>	<u>(V)</u>	<u>729 Waterway</u> <u>North Palm Beach, Florida</u>

DIRECTORS:

NAME	SPECIFIC ADDRESS
<u>Raymond H. Nordine</u>	<u>711 South Flagler Drive</u> <u>West Palm Beach, Florida</u>
<u>Karen D. Bothwell</u>	<u>729 Waterway</u> <u>North Palm Beach, Florida</u>
<u>William Stevens</u>	<u>223 Atlantic Avenue</u> <u>Palm Beach, Florida</u>
<u>Bernard A. Heeke and</u>	<u>250 Royal Palm Way</u>
<u>Philip H. Reid, Jr.</u>	<u>Palm Beach, Florida</u>

By Bernard A. Heeke
(corporate officer)

ACCEPTANCE:

I agree as Resident Agent to accept Service of Process: to keep office open during prescribed hours; to post my name (and any other officers of said corporation authorized to accept service of process at the above Florida designated address) in some conspicuous place in office as required by Law.

Filing fee: \$3.00

(Resident Agent)

B3900 P1769

Corp 23
1-21-75

BYLAWS

PALM BEACH ATLANTIC ASSOCIATION, INC.

1.0 IDENTITY.

These are the Bylaws of PALM BEACH ATLANTIC ASSOCIATION, INC., a Florida not for profit corporation, hereinafter called the Association, the Articles of Incorporation of which have been filed in the office of the Secretary of State. The Association has been organized for the purpose of operating two (2) separate condominiums to be established by RAYMOND H. NORDINE, TRUSTEE, hereinafter referred to as the Developer, or his assigns, upon the parcels of land described in such Articles of Incorporation.

The Developer, or his assigns, will offer the units of the condominium, which will be apartments, for sale.

1.1 The office of the association will be at 223 Atlantic Avenue, Palm Beach, Florida.

1.2 The fiscal year of the Association will be the calendar year.

1.3 The seal of the corporation will bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. MEMBER'S MEETING.

The members of the Association will be the owners of the apartments of the condominiums.

2.1 The annual members' meeting will be held at 1:30 P.M. on the 1st Friday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. If that day is a legal holiday, the meeting will be held at the same hour on the next day that is not a legal holiday.

2.2 Special members' meetings will be held whenever called by the 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 entitled to cast one-third (1/3) of the votes of the entire membership.

However, such provisions for special members' meetings shall be subject to the requirements of Florida Statutes, as they pertain to meetings called for the purpose of recalling a member or members of the Board of Directors and to meetings called for the purpose of considering and enacting a budget.

2.3 Notice of all members' meetings, except the meeting at which the budget for the condominium will be considered, stating the time and place and the objects for which the meeting is called will be given by the President or Secretary unless waived in writing. Such notice will be in writing to each member at his

B3980 P1770

address as it appears on the books of the Association and will be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing will be given by the affidavit of the person giving the notice; and the post office certificate of mailing shall be retained as proof of such mailing. Notice of a meeting may be waived before or after the meeting; and members may take action by written agreement without meetings. Written notice shall also be posted in a conspicuous place on the condominium properties not less than fourteen (14) days prior to each meeting.

2.4. A quorum at members' meetings will consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present will constitute the acts of the members, except when approval by a greater number of members is required by either Declaration of Condominium, the Articles of Incorporation of the Association or these Bylaws.

2.5. Voting.

A. The owner of each unit will be entitled to one (1) vote; and if one owner owns more than one (1) unit he will be entitled to one (1) vote for each unit owned.

B. If a unit is owned by one (1) person, his right to vote will be established by the record title to his unit. If a unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the unit will be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit will be designated by a certificate signed by the President and attested by the Secretary of the corporation and filed with the Secretary of the Association. Such certificates will be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners will not be considered in determining the requirement for a quorum nor for any other purpose.

2.6. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, it will be valid only for the particular meeting designated in the proxy and it must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8. The order of business at annual members' meetings and as far as practical at other members' meetings will be:

- A. Election of chairman of the meeting.
- B. Calling of the roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of officers.
- F. Reports of committees.
- G. Election of directors.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

3. DIRECTORS.

3.1. Membership. The affairs of the Association will be managed by a board of five (5) directors.

3.2. Election of directors will be conducted in the following manner:

A. Subject to the provisions of the Articles of Incorporation of the Association, the election of directors will be held at the annual members' meeting.

B. A nominating committee of three (3) members will be appointed by the Board of Directors not less than fifteen (15) days prior to the annual members' meeting. The committee will nominate one (1) person for each director then serving. Other nominations may be made from the floor.

C. The election will be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There will be no cumulative voting.

D. Vacancies in the Board of Directors occurring between annual meetings and after the first election of directors will be filled, as follows: If the person no longer serving as a director was elected by the apartment owners other than the Developer, or his assigns, the vacancy will be filled by such apartment owners; and if the person no longer serving as a director was appointed by the Developer, or his assigns, the vacancy will be filled by appointment of the Developer, or his assigns.

E. Any director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose, subsequent to the time during which the Developer, or his assigns, may elect directors, as set forth in the Articles of Incorporation of the Association. The vacancy in the Board of Directors so created will be filled by the members of the Association at the same meeting.

F. Provided, however, the first election of directors will not be held until the time set forth in the Articles of Incorporation of the Association.

3.3. The term of each director's service will extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4. The organizational meeting of each newly-elected Board of Directors will be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected; and no further notice of such organizational meeting will be necessary.

3.5. Regular meetings of the Board of Directors may be held at such time and place as will be determined, from time to time, by a majority of the directors. Notice of regular meetings will be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for each meeting.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days notice of the meeting will be given personally or by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting.

3.7 All meetings of the directors shall be open to all members. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance, except in an emergency; and 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.

3.8 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver will be deemed equivalent to the giving of notice.

3.9 A quorum at directors' meetings will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declarations of Condominium, the Articles of Incorporation of the Association or these Bylaws.

3.10 Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.11 Joinder in meeting by approval of Minutes. A director may join by written concurrence in any action taken at a meeting of the Board of Directors, but such concurrence may not be used for the purposes of creating a quorum.

3.12 The presiding officer at directors' meetings will be the chairman of the Board of Directors, if such an officer has been elected; and if none, the President will preside. In the absence of the presiding officer, the directors present will designate one of their number to preside.

3.13 The order of business at the directors' meetings will be:

- A. Calling of roll.
- B. Proof of due notice of meeting.
- C. Reading and disposal of any unapproved minutes.
- D. Reports of officers and committees.
- E. Election of officers.
- F. Unfinished business.
- G. New business.
- H. Adjournment.

3.14 Directors' fees, if any, will be determined by the members.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

All of the powers and duties of the Association will be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically herein or elsewhere required.

83900 P1773

5. OFFICERS.

5.1. The executive officers of the Association will be a President, who will be a director, a Vice President, a Secretary and a Treasurer, all of whom will be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary. The Board of Directors from time to time will elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association;

5.2. The President will be the chief executive officer of the Association. He will have all of the powers and duties usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3. The Vice-President in the absence or disability of the President will exercise the powers and perform the duties of the President. He will also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The Secretary will keep the minutes of all proceedings of the directors and the members. He will attend to the giving and serving of all notices to the members and directors and other notices required by law. He will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of the Association and as may be required by the directors or the President.

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

5.6. The compensation of all officers and employees of the Association will be fixed by the directors. The provisions that directors' fees will be determined by members will not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominiums.

6. FISCAL MANAGEMENT.

The separate condominiums will, in fiscal matters, be managed separately, except to the extent that the cost of maintaining certain common elements will be shared. Such common areas, which will be used by all members of the Association, are described in the separate Declarations of Condominium.

The provisions for the fiscal management of the Association set forth in the Declarations of Condominium for the condominiums and in the Articles of Incorporation of the Association will be supplemented by the following provisions:

6.1. Accounts. The receipts and expenditures of the Association for each condominium shall be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures shall be common expenses.

A. Current expenses, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

B. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

C. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

6.2. Budget. The Board of Directors shall adopt a budget for each fiscal year and for each condominium that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

A. Current expense.

B. Reserve for deferred maintenance.

C. Reserve for replacement.

D. A meeting notice, a copy of the proposed annual budget and the proposed assessment shall be mailed to each member not less than thirty (30) days prior to the meeting at which the budget for his condominium will be considered.

6.3. Assessments. Assessments against the apartment owners for their shares of the items of the budget will be made for the fiscal year annually in advance on or before November 15 preceding the year for which the assessments are made. Such assessments will be due in equal monthly installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment will be due upon each installment date until charged by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation will be subject to the approval of the membership of the Association, as previously required by these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal monthly installments on the first day of each month remaining in the year for which such amended assessments is made.

6.4. Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the apartment owner; and then the unpaid balance of

the assessment will come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5. Additional assessments, for common expenses that cannot be paid from the annual assessments will be made only after notice of the need for such is given to the members. After such notice and upon approval by more than one-half (1/2) of the members, the assessment will become effective, and it will be due after thirty (30) days notice in such manner as the Board of Directors may require in the notice of assessment.

6.6. The depository of the Association will be such bank or banks as shall be designated from time to time by the Board of Directors and in which the moneys from such accounts will be only by checks signed by such persons as are authorized by the Board of Directors.

7. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) will govern the conduct of Association meetings, when not in conflict with the Declaration of Condominium for the condominium, the Articles of Incorporation of the Association or these Bylaws.

8. AMENDMENTS.

These Bylaws may be amended in the following manner:

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

8.2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided:

A. Such approvals must be not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

B. by not less than eighty percent (80%) of the votes of the entire membership of the Association; or

C. until the first election of directors, only by all of the directors.

8.3. Proviso. Provided, however, that no amendment will discriminate against any member, unless the member so affected shall consent; no amendment will affect or impair the validity or priority of any mortgage covering any apartment without the approval of the holder of such mortgage; and no amendment will make any changes in paragraphs 3.2.F. without the approval of the Developer.

The foregoing were adopted as the Bylaws of PALM BEACH ATLANTIC ASSOCIATION, INC., a Florida not for profit corporation, at the first meeting of its Board of Directors.

/s/ Bernard A. Heeke
Secretary

APPROVED:

/s/ Raymond H. Nardine
President

This is not a certified copy

83900 P.1777

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

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
PALM BEACH ATLANTIC CONDOMINIUM
223 ATLANTIC AVENUE
PALM BEACH, FLORIDA

SEP-02-1987 04:34pm 87-262601

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM, made this 24th day of June, 1987, by PALM BEACH ATLANTIC ASSOCIATION, INC., having been approved by more than eighty percent (80%) of the votes of the entire membership of the said Association, hereby amends the Declaration of Condominium of PALM BEACH ATLANTIC CONDOMINIUM, recorded November 30, 1979, in Official Records Book 3185, Page 888, Public Records of Palm Beach County, Florida as follows:

Paragraph C of Article 15 entitled USE RESTRICTIONS (page 14) is hereby amended in its entirety to read as follows:

C. No animals or pets of any kind, except small birds and fish, will be kept in any apartment or upon any other portion of the condominium property; provided, however, any pets previously approved in writing by the Board of Directors of the Association which is owned by an apartment owner and presently resides in the apartment shall be permitted to remain therein unless or until the Board of Directors of the Association reasonably determines that the presence of said pet constitutes a nuisance under paragraph F of this Article.

IN WITNESS WHEREOF, PALM BEACH ATLANTIC ASSOCIATION, INC., by and through its duly-authorized officers, has caused these presents to be executed in its name and its corporate seal to be affixed hereunto the day and year first above written.

Signed, sealed and delivered
in the presence of:

PALM BEACH ATLANTIC ASSOCIATION, INC.

Harrold A. Reed
Elizabeth Burnette

James P. Reedy
James P. Reedy, President

ATTEST:

Esther Karp
Esther Karp, Secretary

STATE OF Florida
COUNTY OF Duval

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES P. REEDY, well known to me to be the President of PALM BEACH ATLANTIC ASSOCIATION, INC., and he acknowledged before me that he executed the foregoing instrument for the purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid this 24th day of June, 1987.

Charles L. Hargis
NOTARY PUBLIC

My Commission Expires:

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

Return to: Craig B. Ward, Esquire
FOLEY & LARDNER, van den BERG,
GAY, BURKE, WILSON & ARKIN
P.O. Box 2193
Orlando, Florida 32802

85406 P1995

STATE OF Florida
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ESTHER KARP, well known to me to be the Secretary of PALM BEACH ATLANTIC ASSOCIATION, INC., and she acknowledged before me that she executed the foregoing instrument for the purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid this 6th day of August, 1987.

Elizabeth M. Brown
NOTARY PUBLIC
My Commission Expires Mar. 18, 1991

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 18, 1991,
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This is not a certified copy

85406 P1996

GRE 5994 Pg 1102

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
PALM BEACH ATLANTIC CONDOMINIUM
223 ATLANTIC AVENUE
PALM BEACH, FLORIDA

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM, made this
20th day of February, 1989, by PALM BEACH ATLANTIC
ASSOCIATION, INC., having been approved by more than eighty percent
(80%) of the votes of the entire membership of the said Associa-
tion, hereby amends the Declaration of Condominium of PALM BEACH
ATLANTIC CONDOMINIUM, recorded November 30, 1979 in Official Record
Book 3185, Page 888, Public Records of Palm Beach County, Florida,
as follows:

All references in the said Declaration of Condominium,
and all exhibits thereto, to individual condominium units or
apartments in which the same are identified by a letter of the
alphabet followed by a hyphen and a number, e.g., B-1, shall be
reversed so that hereafter each such condominium unit or apartment
shall be designated first by the number, followed by the letter
(without a hyphen), e.g., 1B. Specifically, each such condominium
unit or apartment which has heretofore been known by the
designation in the left hand column shall hereafter be known by the
designation contained opposite it in the right hand column:

<u>Prior Designation</u>	<u>New Designation</u>
B-1	1B
A-2	2A
B-2	2B
C-2	2C
D-2	2D
E-2	2E
F-2	2F
A-3	3A
B-3	3B
C-3	3C
D-3	3D
E-3	3E

Return to: Craig B. Ward, Esq.,
Trisman, Ward & Willard, P.A.,
Post Office Box 1660
Winter Park, FL 32790

F-3	3F
A-4	4A
B-4	4B
C-4	4C
D-4	4D
E-4	4E
F-4	4F

Notwithstanding the foregoing, any deed or other instrument hereafter made or recorded with respect to any such condominium unit or apartment which refers to the same with the designation in effect prior to the making of this Amendment shall be as valid as if this Amendment had not been made.

IN WITNESS WHEREOF, PALM BEACH ATLANTIC ASSOCIATION, INC., by and through its duly-authorized officers, has caused these presents to be executed in its name and its corporate seal to be affixed hereunto the day and year first above written.

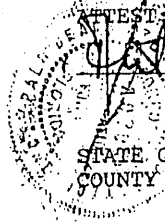
Signed, sealed and delivered in the presence of:

Kan Bradley
Jeanne M Bradley

PALM BEACH ATLANTIC ASSOCIATION, INC.

By: Jeanne M Bradley
 President

Anthony Underwood
 Secretary



STATE OF FLORIDA
 COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jeanne M. Bradley and Anthony Underwood, well known to me to be the President and Secretary, respectively, of PALM BEACH ATLANTIC ASSOCIATION, INC. and they acknowledged before me that they executed the foregoing instrument for the purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid this 20th day of February, 1989.

L. B. Ward
 Notary Public

My commission expires:

This instrument prepared by:
 Craig B. Ward, Esq.
 Trismen, Ward & Willard, P.A.
 P.O. Box 1660
 Winter Park, Florida 32790
 (407) 647-5654

NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXP JULY 24, 1989
 BONDED THRU GENERAL INS. UNO.