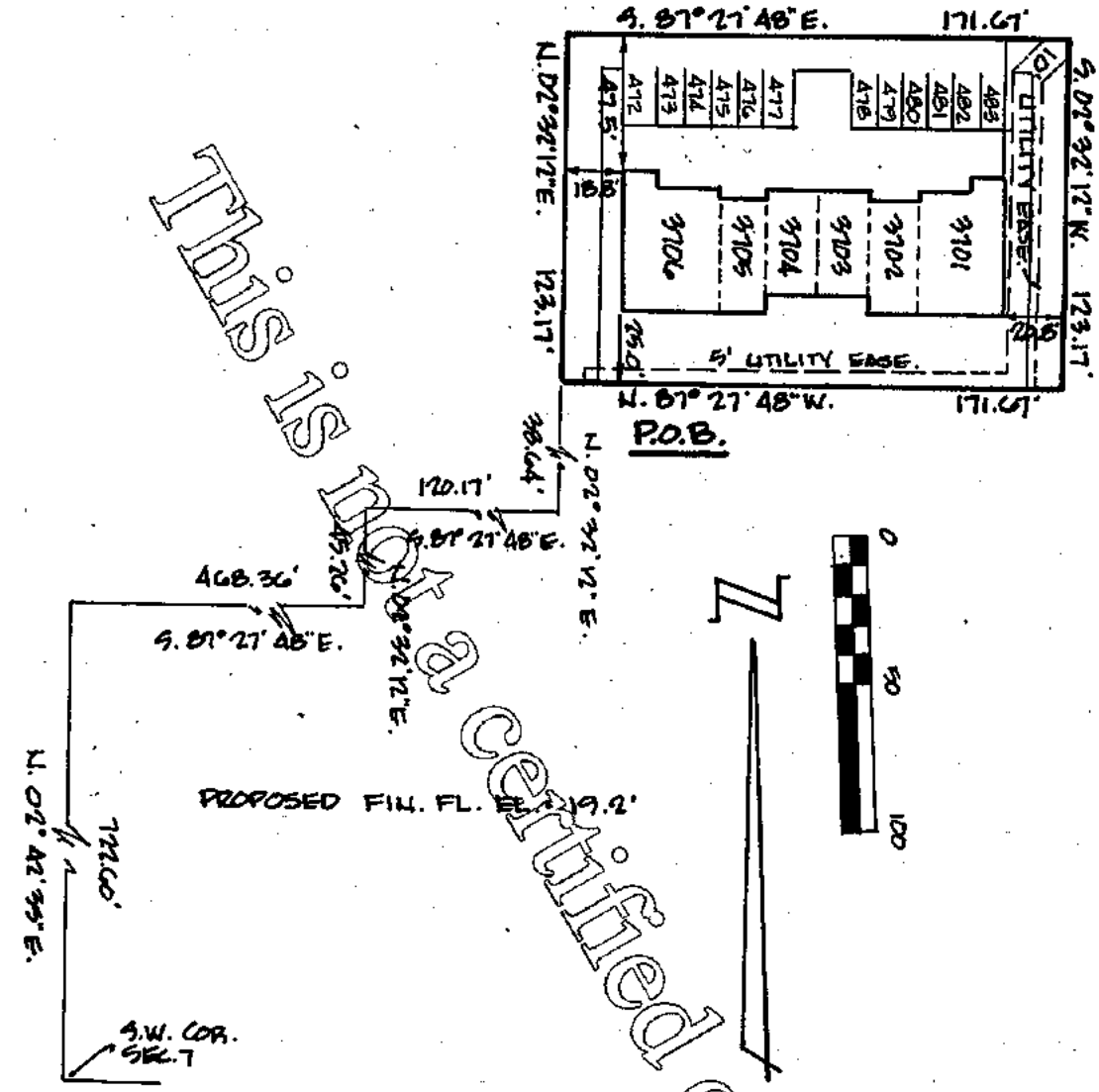

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LEGAL DESCRIPTION (PHASE 37)

BEING A PORTION OF PLAT NO.9 "CRESTHAVEN OF PALM BEACH",ACCORDING TO THE PLAT, THEREOF, AS RECORDED ON PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the Easterly right-of-way line of Gately Drive West; thence North 02°-32'-12" East along said right-of-way line, a distance of 45.26 feet; thence South 87°-27'-48" East, a distance of 120.17 feet; thence North 02°-32'-12" East a distance of 38.64 feet to the actual Point of Beginning of the tract of land to be described; thence continue North 02°-32'-12" East, a distance of 123.17 feet; thence South 87°-27'-48" East, a distance of 171.67 feet; thence South 02°-32'-12" West, a distance of 123.17 feet; thence North 87°-27'-48" West, a distance of 171.67 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.49 acres, more or less.

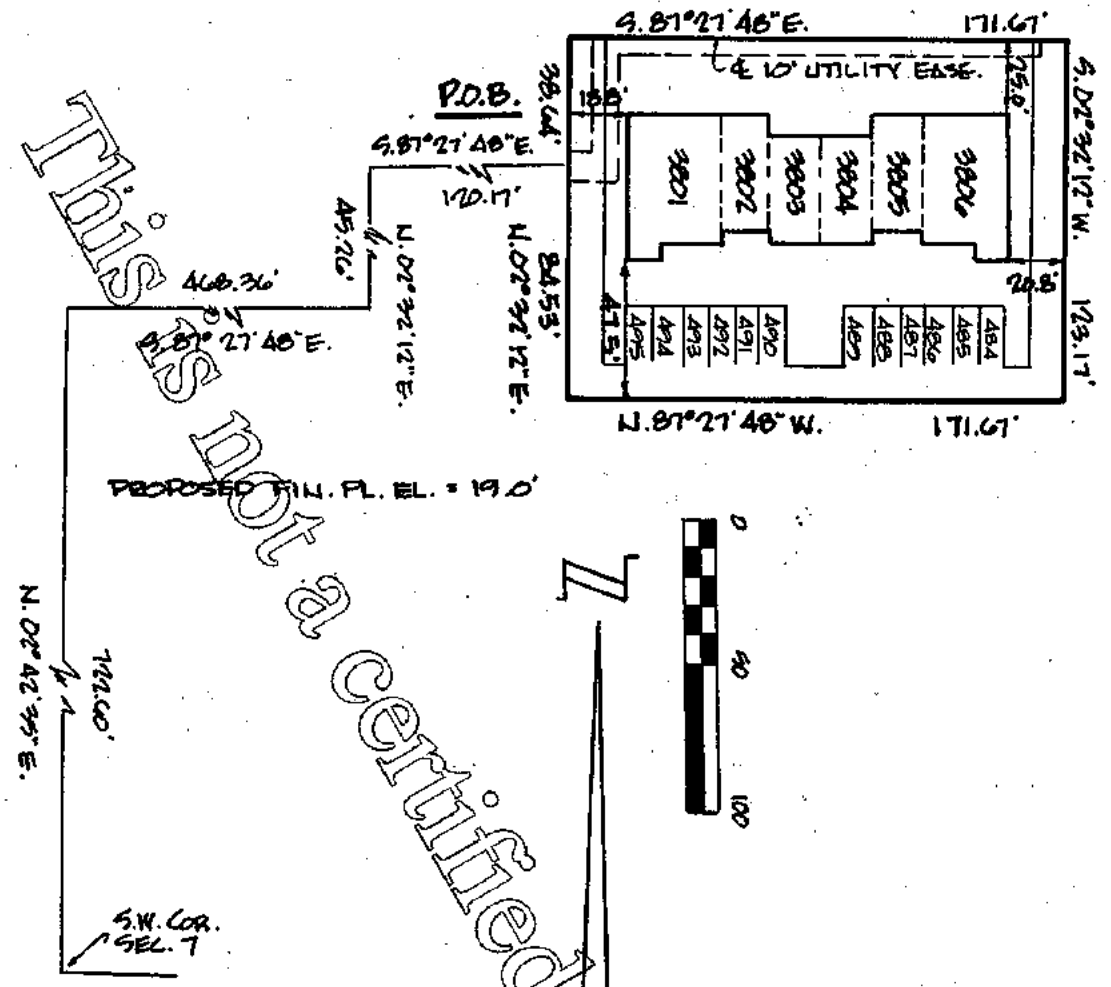
Registered Land Surveyor, Florida Certificate No.

SCALE 1"=50'
DR J.C.S.
FIELD
DATE 4-8-85

D. H. THARIN
LAND SURVEYING
7540 LAKE WORTH ROAD
LAKE WORTH, FLORIDA 33461
TELEPHONE: 439-7885

REFERENCE: CRESTHAVEN
JOB NO 84-726
S. 5054

84463 P151



This is not a certified copy

LEGAL DESCRIPTION (PHASE 38)

BEING A PORTION OF PLAT NO.9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT, THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East aling the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the Easterly right-of-way line of Gately Drive West; thence North 02°-32'-12" East along said right-of-way line, a distance of 45.26 feet; thence South 87°-27'-48" East, a distance of 120.17 feet to the actual Point of Beginning of the tract of land to be described; thence North 02°-32'-12" East, a distance of 38.64 feet; thence South 87°-27'-48" East, a distance of 171.67 feet; thence South 02°-32'-12" West, a distance of 123.17 feet; thence North 87°-27'-48" West, a distance of 171.67 feet; thence North 02°-32'-12" East, a distance of 84.53 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.49 acres, more or less.

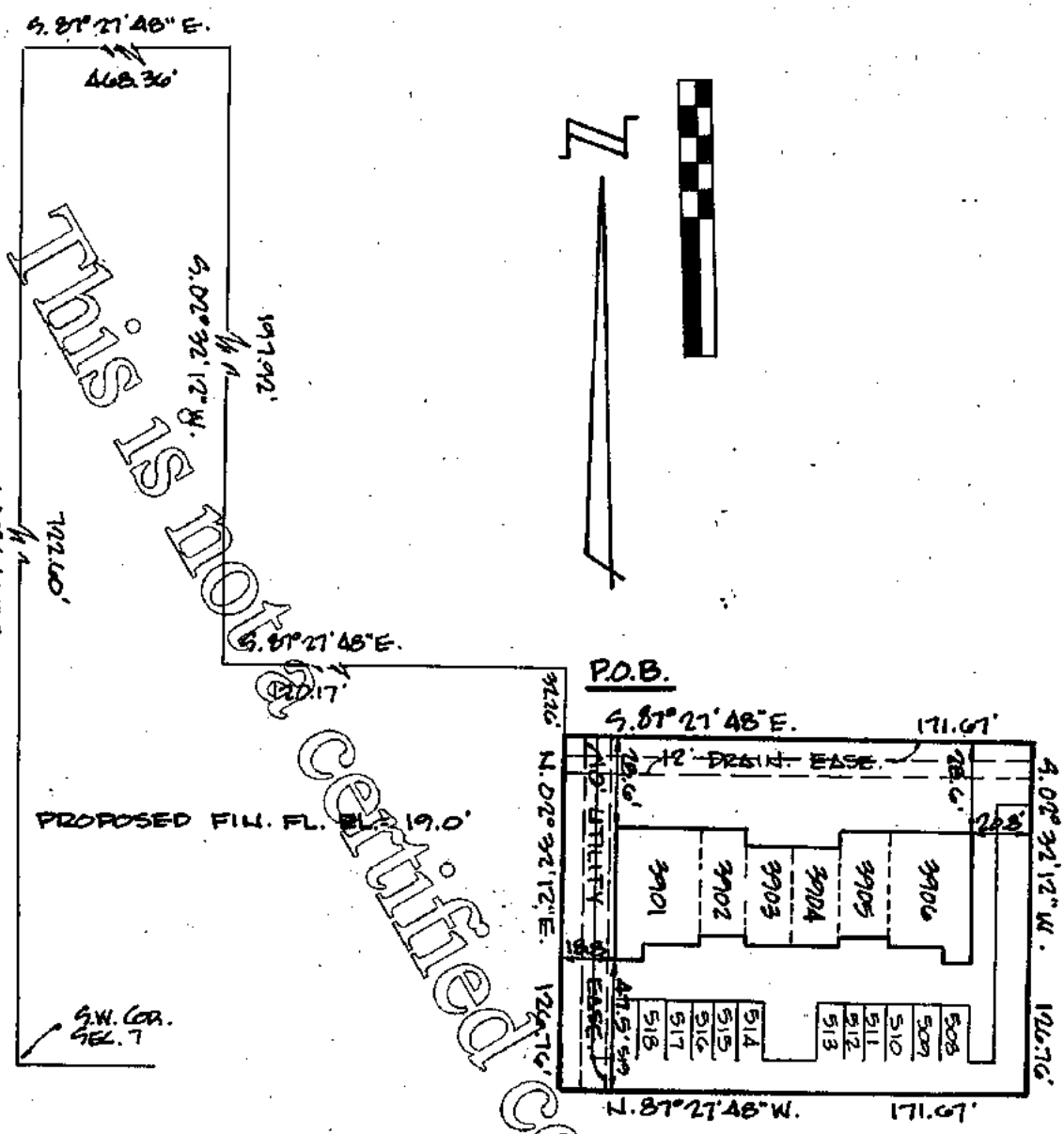
84663 P1514

Registered Land Surveyor, Florida Certificate No.

SCALE 1"=50'
DR. J.C.S.
FIELD
DATE 4-8-85

D. H. THARIN
LAND SURVEYING
7844 LAKE WORTH ROAD
LAKE WORTH, FLORIDA 33461
TELEPHONE: 439-7870

REFERENCES
CRESTHAVEN
JOB NO 84-726
S- 5054



This is not a Certified copy

LEGAL DESCRIPTION (PHASE 39)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT, THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

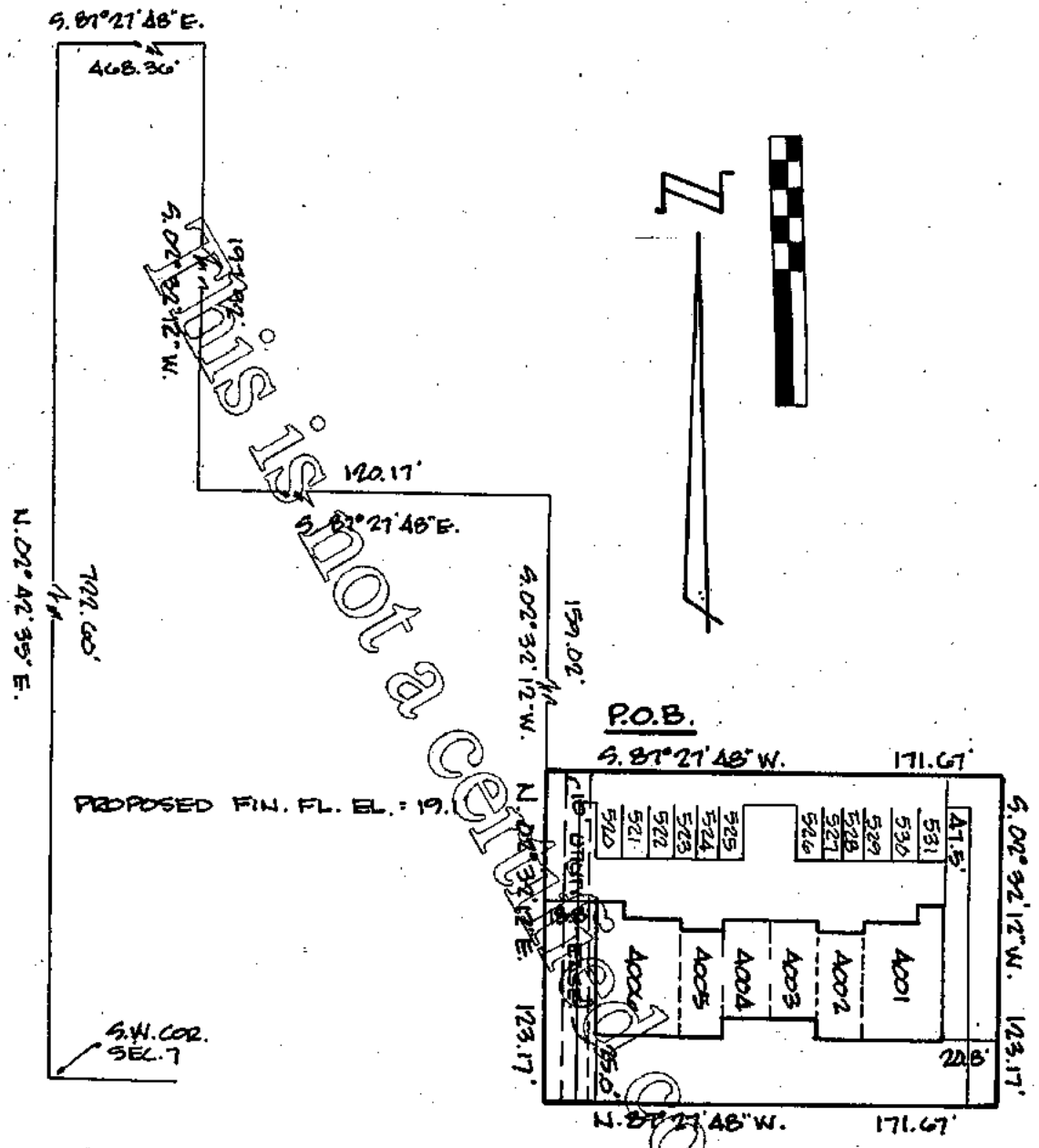
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the Easterly right-of-way line of Gately Drive West; thence South 02°-32'-12" West along said right-of-way line a distance of 197.92 feet; thence South 87°-27'-48" East, a distance of 120.17 feet; thence South 02°-32'-12" West, a distance of 32.26 feet to the actual Point of Beginning of the tract of land to be described; thence South 87°-27'-48" East, a distance of 171.67 feet; thence South 02°-32'-12" West,a distance of 126.76 feet; thence North 87°-27'-48" West, a distance of 171.67 feet; thence North 02°-32'-12" East, a distance of 126.76 feet to the POINT OG BEGINNING.

PARCEL CONTAINING: 0.50 acres, more or less.

B4948 P1515

Registered Land Surveyor, Florida Certificate No.

SCALE 1"= 50'	D. H. THARIN	REFERENCES CRESTHAVEN
BY J.C.S.	LAND SURVEYING	JOB NO 84-716
FIELD 1	7864 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461	
DATE 4-8-85	TELEPHONE: 439-7093	S- 5054



This is not a certified copy

LEGAL DESCRIPTION (PHASE 40)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT, THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

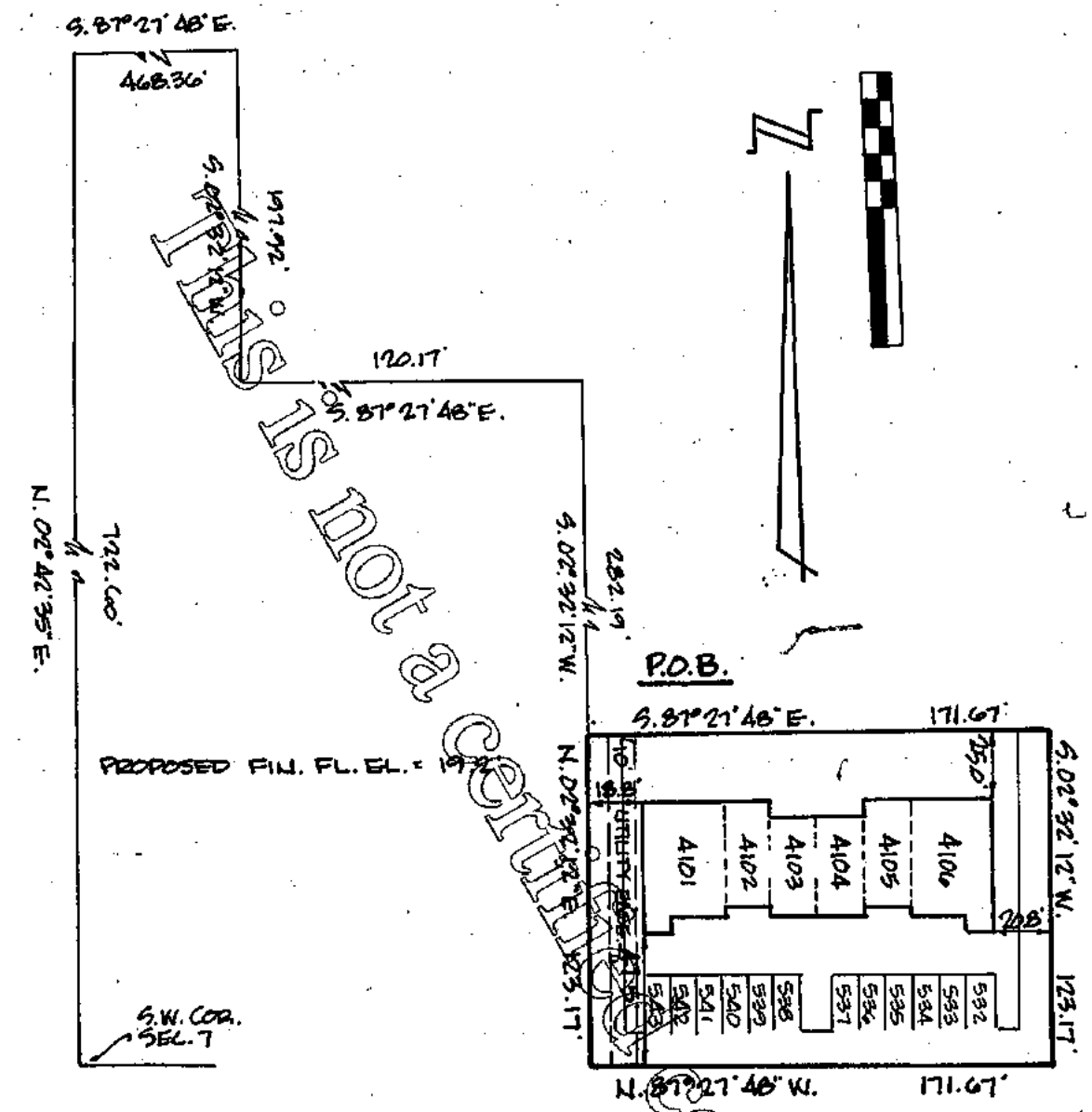
Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the Easterly right-of-way line of Gately Drive West; thence South 02°-32'-12" West along said right-of-way line a distance of 197.92 feet; thence South 87°-27'-48" East, a distance of 120.17 feet; thence South 02°-32'-12" West, a distance of 159.02 feet to the actual Point of Beginning of the tract of land to be described; thence South 87°-27'-48" East, a distance of 171.67 feet; thence South 02°-32'-12" West, a distance of 123.17 feet; thence North 87°-27'-48" West, a distance of 171.67 feet; thence North 02°-32'-12" East, a distance of 123.17 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.49 acres, more or less.

8463 P1516

Registered Land Surveyor, Florida Certificate No.

SCALE 1"=50'	D. H. THARIN	REFERENCES CRESTHAVEN
DR J.C.S.	LAND SURVEYING	JOB NO 84-726
FIELD —	7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461	S-5054
DATE 4-6-85	TELEPHONE: 439-7883	



LEGAL DESCRIPTION (PHASE 41)

BEING A PORTION OF PLAT NO. 9 "CRESTHAVEN OF PALM BEACH", ACCORDING TO THE PLAT, THEREOF, AS RECORDED IN PLAT BOOK 41 PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of said Plat; thence North 02°-42'-35" East along the West line of said Plat, a distance of 722.60 feet; thence South 87°-27'-48" East, a distance of 468.36 feet, to a point in the Easterly right-of-way line of Gately Drive West; thence South 02°-32'-12" West along said right-of-way line a distance of 197.92 feet; thence South 87°-27'-48" East, a distance of120.17 feet; thence South 02°-32'-12" West, a distance of 282.19 feet to the actual Point of Beginning of the tract of land to be described; thence South 87°27'-48" East, a distance of 171.67 feet; thence South 02°-32'-12" West, a distance of 123.17 feet; thence North 87°-27'-48" West, a distance of 171.67 feet; thence North 02°-32'-12" East, a distance of 123.17 feet to the POINT OF BEGINNING.

PARCEL CONTAINING: 0.49 acres, more or less.

LIST 6944

Registered Land Surveyor, Florida Certificate No.

SCALE 1"=50'	D. H. TARRIN	REFERENCES CRESTHAVEN
BY J.C.S.	LAND SURVEYING	JOB NO 84-726
FIELD —	7844 LAKE WORTH ROAD LAKE WORTH, FLORIDA 33461	S. 5054
DATE 4-8-85	TELEPHONE: 439-7882	

GENERAL NOTES

1. All Condominium Units located on the Condominium Property are given identifying numbers, which are delineated within each Condominium Unit space in this Exhibit No. 1.

2. EASEMENTS: The Condominium Property submitted to condominium ownership by the Declaration of Condominium is and shall be subject to easements, without compensation to the Association and its members, for the purposes of drainage, drainage maintenance, utility services, including but not limited to, Florida Power and Light Co., telephone company, sanitary and water lines, and any other easements deemed necessary at the sole discretion of the Sponsor whether or not granted prior to the submission of the subject premises to condominium ownership. In the event that said easements are deemed necessary by the Sponsor after the submission of the property to condominium ownership, the Sponsor shall be and is herein appointed by the Condominium Association (by its acceptance of this Declaration) and by the Condominium Parcel Owners (by their acceptance of this Declaration of Condominium and of the Deed to their Condominium Parcel), as attorney-in-fact for the Condominium Association and all Condominium Parcel Owners for the purposes herein expressed and the same shall require the signature of no other party whomsoever.

3. PARKING AREA: Areas designated "Parking Area" are automobile parking spaces. The exclusive use of specific parking spaces will be assigned as provided in the Declaration of Condominium. Such parking space shall be used only by the Owners of such Unit and such Owner's guests and invitees, and shall constitute Limited Common Elements for the use and benefit of such Unit, without the requirement of consent of any other party as hereinafter set forth.

4. ACCESS ROAD: Areas designated "Access Road" are easements for ingress and egress over, upon and across said areas, for the benefit of all persons resident upon the Condominium Property submitted to condominium ownership by the Declaration of Condominium and for the Sponsor, its employees, guests and invitees; and for all persons designated by the Sponsor without the requirement of consent of any other party as hereinafter set forth. The Sponsor, its agents, employees, and contractors, may additionally use such areas for purposes of completing construction and development of other buildings and improvements upon adjacent properties. The foregoing easement hereby created shall burden said Condominium Property for the benefit of the parties described herein, and shall run with the land. Said easement hereby created shall endure perpetually. Said easement may be terminated in whole or in part, or changed, relocated or expanded to include additional parties, upon the joint consent of the Sponsor, its successors and assigns, and the Condominium Association responsible for the operation and management of said condominium which is hereby irrevocably appointed and authorized by the Condominium parcel owners to execute said instrument, and the execution of said instrument by the Condominiun parcel owner shall not be required. The foregoing shall be deemed to be included in the Declaration of Condominium to which this Exhibit No. "1" is attached, just as though it were fully set forth therein. The foregoing easement shall be subject to such easements as may be required for drainage and utility service easements as the Sponsor may hereafter deem necessary, and the Sponsor shall have the right, in its sole discretion, to grant such drainage and utility service easements over, upon, across and under said easement area as it deems necessary, and the consent of no other party shall be required.

EXHIBIT ONLY NOT FOR RECORDING

5. ADDITIONAL PHASING INFORMATION: In accordance with the requirements of Florida Statutes, Section 718.403, Laws of 1984, the Sponsor discloses the following additional phasing information:

a. Time Period for Completion of Phases. At the time of recording this Declaration of Condominium in the Public Records of Palm Beach County, Florida, the first phase, Phase 7, of this Condominium has been completed. Each subsequent residential phase, Phases 1 through 41, if constructed and added to this Condominium, shall be constructed, finished and equipped at such time as provided in the Purchase Agreement entered into by Sponsor and the original purchaser of each Unit within each phase. Sponsor is proposing that each successive Phase will be completed 30 days after the previous phase, but this may be extended by Sponsor to fit marketing conditions or other conditions as determined by Sponsor; provided, however, that all phases to be added to this Condominium shall be added within a time period which does not exceed seven (7) years from the date of recording of this Declaration of Condominium in the Public Records of Palm Beach County, Florida. As to the recreational facility phases, the West Common Area Phase is proposed to be completed on or about September 1985. Such time of completion may be extended by Sponsor due to delays beyond Sponsor's control. In the event that Sponsor is obligated to construct and submit to Condominium Ownership the East Common Area Phase in accordance with the provisions of Paragraph 3.7 of the Declaration of Condominium, Sponsor is obligated to complete and submit the East Common Area Phase to Condominium Ownership within six months of the first closing of a Unit in a phase which is located on the East side of Gately Drive West; provided, however, that the time for such completion may be extended by Sponsor due to delays beyond Sponsor's control. In no event, shall the completion and addition of these Common Area Phases be delayed beyond the time period which is more than seven years from the date of recording the Declaration of Condominium, in the Public Records of Palm Beach County, Florida.

b. Size of Units. As depicted on this Survey Exhibit, Sponsor is proposing in the future phases of this condominium to construct six (6) building types, which buildings contain four (4) different types of units. The approximate square footage of the four proposed unit types of this Condominium are as follows:

Unit Type A (Aspen Unit): Two bedroom, two bath villa with approximately 1,353 square feet, including patio.

Unit Type C (Cottonwood Unit): Three bedroom, two and one-half baths townhome, containing approximately 1,467 square feet, including the patio.

Unit Type R (Redwood Unit): Two bedroom, two and one-half baths townhome, containing approximately 1,224 square feet, including the patio.

Unit Type W (Winterberry Unit): Three bedroom and two bath villa, containing approximately 1,626 square feet, including the patio.

c. Modification to Unit and Building Types. Florida Statute, Section 718.403, Laws of 1984, permits Sponsor to modify Unit and building types in subsequent phases, as herein provided. For these purposes, Sponsor states and reserves the right to so modify the Unit and building types to the following extent: Unit and building types in subsequent phases may substantially differ from the residential buildings and Units as proposed in future phases

EXHIBIT "B" Page 55 of 56 Pages

6151d 6948

set forth in this Survey Exhibit. Such Units and buildings of future phases may differ as to size, location, elevation, location, design, configuration of Units within the buildings, building materials, height of buildings, number of Units per building, change in parking and landscape, and number of bathrooms and bedrooms in each Unit. Further, the plot plan herein depicts Sponsor's proposal of 41 total phases for this Condominium. Sponsor reserves the right to create a maximum of 80 phases in the event a modification of the plot plan is made by Sponsor. Subject to the provisions §718.403(2)(b), the minimum number of Units that may be contained in a phase is 4 and the maximum is 10. Each Unit may contain a minimum of one and a maximum of three bathrooms and a minimum of one and a maximum of three bedrooms. The maximum number of units that may be contained within this condominium is 314.

c. Recreation Areas. The West Common Area Phase shall be constructed as indicated above in Paragraph 5a. Paragraph 3.7 of the Declaration of Condominium discloses the contingencies pertaining to the construction and addition of the East Common Area Phase. The Plot Plan on Sheets 2 and 3 hereof depict the location of the Recreational Facilities within the Common Area Phases. Sponsor will provide, around the pool of the West Common Area Phase, a minimum of three tables, twenty chairs and six chaise lounges. In the event the East Common Area Phase is constructed, Sponsor is not committed to expend any additional money for personal property to be used thereon.

6. PERCENTAGE OF COMMON ELEMENTS:

Sponsor has determined that all Units of this Condominium shall share equally the percentage of ownership in Common Elements and share equally Common Expenses as well as Common Surplus. Accordingly, as additional phases are added, each Unit's proportionate share of the foregoing shall be determined and be equal to a fraction wherein the numerator is one (1) and the denominator is equal to the total number of Units submitted to Condominium ownership in the Condominium. Initially, Phase 7 contains 8 Units and accordingly, each Unit's proportionate share of ownership in Common Elements, Common Expenses and Common Surplus is equal to one-eighth (1/8). If Phase 1 is then added to this Condominium, containing six units, then at that time, each Unit's proportion of ownership shall be reallocated to equal one-fourteenth (1/14). The Amendment by Sponsor adding additional Phases to this Condominium which are recorded in the Public Records of Palm Beach County, pursuant to the requirements of Section 718.403 of Florida Statutes, shall set forth therein the proportionate share of ownership of Common Elements, Common Expenses and Common Surplus for each Unit in the Condominium at that time in accordance with the foregoing.

EXHIBIT "B" RECORDED

State of Florida

Department of State

This is Not a Certified Copy

I certify from the records of this office that THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC., is a corporation organized under the laws of the State of Florida, filed on July 15, 1985.

The charter number of this corporation is N10199.

I further certify that said corporation has paid all fees due this office through December 31, 1985, and its status is active.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 16th day of July, 1985.

GREAT SEAL OF THE STATE OF FLORIDA · IN GOD WE TRUST ·

CER-101

George Firestone
Secretary of State

B4663P1521

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

EXHIBIT 2

State of Florida

Department of State

This is not a Certified Copy

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on July 15, 1985, as shown by the records of this office.

The charter number of this corporation is N10199.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 16th day of July, 1985.

CER-101

George Firestone
Secretary of State

B4663 P1522

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

ARTICLES OF INCORPORATION

OF

THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC.

(A CORPORATION NOT FOR PROFIT)

FILED

1985 JUL 15 AM 9:29

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, hereinafter referred to as "Articles", set forth:

I.

The name of this corporation shall be THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC. This corporation shall hereinafter be referred to as the "Association".

II.

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Fla. Stat., hereinafter referred to as the "Condominium Act", to operate THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM, hereinafter referred to as the "Condominium", 2641 Gately Drive West, West Palm Beach, Florida, in accordance with the Declaration of Condominium, these Articles and the By-Laws of the Association.

III.

All definitions in the Declaration of Condominium and Exhibits attached hereto shall prevail in this instrument when applicable.

IV.

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to corporations not for profit except where the same are in conflict with the Declaration of Condominium and Exhibits attached thereto, including these Articles and the By-Laws of this Association.

2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, except as limited herein, as specified in the Declaration of Condominium, these Articles, the By-laws of the Association, and F.S. 718, et seq., including but not limited to:

(a) To make and establish Rules and Regulations governing the use of the Condominium Property.

(b) Except as limited by F.S. 718.111(6), to levy and collect assessments from members of the Association to defray the Common Expenses of the Condominium as provided for in the Declaration of Condominium and Exhibits attached thereto, including, but not limited to, the provision of insurance for the Condominium Property and the Association, the acquiring, operating, leasing, managing and otherwise dealing with property, whether real or personal (including Units in said Condominium), which may be necessary or convenient for the operation and management of the

B4643 P1523

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Condominium and to do all things necessary to accomplish the purposes set forth in said Declaration of Condominium.

(c) To maintain, improve, repair, reconstruct, replace, operate and manage the Condominium Property.

(d) To contract for the management of the Condominium and to delegate in such contract all or any part of the powers and duties of the Association provided in these Articles, the Declaration of Condominium and Exhibits attached thereto.

(e) To enforce the provisions of said Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations governing the use of said Condominium.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the Association pursuant to the Declaration of Condominium.

(g) To acquire and enter into agreements whereby the Association acquires an interest in property, either in its own name or through organizations of which it is a member; or a leasehold, membership or other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use or benefit of the members.

(h) To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of Condominium Units.

(i) The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases or privileges to any individual or entity, including non-Unit Owners, which affect Common Elements or Limited Common Elements, and to alter, add to, relocate or improve Common Elements and Limited Common Elements, provided, however, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

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

1. The owners of all Units in the Condominium and the Subscribers to these Articles shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided in Item 4 of this Article V. Membership of the subscribers shall terminate upon the Sponsor being divested of all Units in the Condominium and control of the Association is turned over to the members.

2. Subject to the provisions of the Declaration of Condominium and the By-Laws of this Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium. The membership of any party shall be automatically terminated upon his being divested of title to all Units owned by such member in the Condominium. Membership is non-transferable except as an appurtenance to a Unit.

3. On all matters on which the membership shall be entitled to vote, each member shall have one vote for each Unit in the Condominium owned by such member. Such vote may be exercised or

THIS DOCUMENT IS BEING PROCESSED

cast by the owner or owners of each Unit in such manner as is provided for in the Declaration or in the By-Laws hereinafter adopted by the Association.

4. Until such time as the Condominium Property which this Association is intended to operate is submitted to Condominium ownership by the recordation of the Declaration of Condominium, the membership of the Association shall be comprised of the Subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

VI.

The Association shall have perpetual existence.

VII.

The principal place of business of the Association shall be located on the Condominium Property, Haverhill Road, West Palm Beach, Florida. The registered office of the Association shall be located at 2641 Gately Drive West, West Palm Beach, Florida, and the registered agent at such address shall be Thomas R. Scott.

VIII.

The affairs of the Association will be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The Board shall consist of three members until the Sponsor has sold all Units in all the phases constructed in the Condominium. Thereafter, the number of directors may be increased from time to time to a maximum of nine (9) by a majority vote of the Board of Directors.

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

The Directors named in these Articles shall serve until their successors are elected pursuant to the By-Laws. If a director is to be replaced by a person elected by the Unit Owners other than Sponsor, Sponsor shall designate which Sponsor-appointed director is to be replaced. Any directorship vacancy occurring before the first election shall be filled by the remaining Directors, or Sponsor as the By-Laws provide.

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

Thomas R. Scott	7227 7th Place North West Palm Beach, Florida 33411
James Drummond	7227 7th Place North West Palm Beach, Florida 33411
Kevin Steven	7227 7th Place North West Palm Beach, Florida 33411

The Board of Directors shall have the power to adopt the budget of the Association.

The transfer of control from the Sponsor to the Unit Owners shall be in accordance with the provisions of F.S. 718.301 and the By-Laws.

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IX.

The officers of the Association shall be elected by the Board of Directors at their first meeting following election of directors by members and shall serve at the pleasure of the Board of Directors. The names of the officers who shall serve until their successors are elected are as follows:

Thomas R. Scott	-	President
Kevin Steven	-	Vice President
James Drummond	-	Secretary/Treasurer

X.

The Subscribers of these Articles are Thomas R. Scott, Kevin Stevenson and James Drummond, the full names of which Subscribers and their respective post office addresses are more particularly set forth in Article VIII above.

XI.

The Association does hereby indemnify its officers and directors as provided in the By-Laws.

XII.

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

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by the members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call For Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. Notice shall additionally be posted at a conspicuous location on the Condominium Properties. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail other than first class. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as appears on the membership books.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved, at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.

4. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the

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corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

(a) The name of the corporation.
(b) The amendments so adopted.
(c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

Notwithstanding the foregoing provisions of this Article XII, so long as the Sponsor holds Units for sale in the ordinary course of business, no amendment to these Articles may be adopted or become effective without the prior written consent of Sponsor if in the sole opinion of Sponsor, which shall be binding, such amendment affects the rights of Sponsor or affects the Sponsor's ability to sell or lease Units in the Condominiums.

XIII.

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration of Condominium, these Articles and the By-Laws of the Association.

XIV.

The Association may enter into contracts or transact business with any firm, corporation, or other concern in which any or all officers, directors or members of the Association may have an interest of any nature whatsoever. No contract, including those entered or to be entered into with Sponsor, or managing agent, shall be invalidated in whole or part by the Association or any subsequent officer, director and/or member(s) thereof on the grounds that the officers, directors and/or member(s) had an interest, whether adverse or not, in the party contracted with, regardless of the fact that the vote of the directors, officers or member(s) with an interest was necessary to obligate the Association.

At any meeting of the Directors of the Association which shall authorize or ratify any such contract or transaction any interested director or directors may vote or act thereat, with like force and effect, as if he had no such interest [provided that in such case the nature of such interest (though not necessarily the extent or details thereof) shall be disclosed, or shall have been known to the directors or a majority thereof]. A general notice that a director or officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure thereof. No director shall be disqualified from holding office as director or officer of the Association by reason of any such adverse interests. No director, officer, or member having such adverse interest shall be liable to the Association or to any member or creditor thereof, or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer, member or entity in which said member is involved be accountable for any gains or profits realized thereon.

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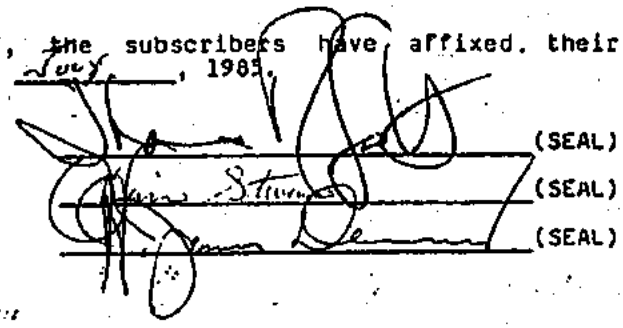
IN WITNESS WHEREOF, the subscribers have affixed their signatures this 1st day of July, 1985.



(SEAL)
(SEAL)
(SEAL)

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

BEFORE ME, the undersigned authority, personally appeared THOMAS R. SCOTT, who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 1st day of July, 1985.

Mary Bennett
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

(NOTARIAL IMPRESSION SEAL)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 25, 1988
BONDED THROUGH MUROSKI-ASHTON, INC

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

BEFORE ME, the undersigned authority, personally appeared KEVIN STEVEN, who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 1st day of July, 1985.

Mary Bennett
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

(NOTARIAL IMPRESSION SEAL)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 25, 1988
BONDED THROUGH MUROSKI-ASHTON, INC

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

BEFORE ME, the undersigned authority, personally appeared JAMES DRUMMOND, who, after being duly sworn, acknowledged that she executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 1st day of July, 1985.

Mary Bennett
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

(NOTARY IMPRESSION SEAL)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 25, 1988
BONDED THROUGH MUROSKI-ASHTON, INC

I hereby accept the designation as Registered Agent as set forth in these Articles of Incorporation.

(SEAL)
THOMAS R. SCOTT

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BY-LAWS

OF

THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC.

A Corporation Not for Profit Under
the Laws of the State of Florida

ARTICLE 1. GENERAL PROVISIONS.

1.1 IDENTITY--PURPOSE. These are the By-Laws of THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit (Association). This Association has been organized for the purpose of administering the affairs of THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM.

1.2 BY-LAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these By-Laws are applicable to said Condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association (referred to herein as the Articles), and the Declaration of Condominium (referred to herein as Declaration) which will be recorded in the Public Records of Palm Beach County, Florida, at the time said property is submitted to condominium ownership.

1.3 APPLICABILITY. All Unit owners, tenants, and occupants, their agents, servants, invitees, licensees and employees and others that use the Condominium Property, or any part thereof, are subject to these By-Laws and the documents referred to in Paragraph 1.2 hereof.

1.4 OFFICE. The office of the Association shall be at the Condominium Property or such other place designated by the Board of Directors of the Association.

1.5 SEAL. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

1.6 DEFINITIONS. All definitions set forth in the Declaration and Exhibits attached thereto are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles and in these By-Laws.

2.2 QUORUM. Persons having fifty (50%) percent plus one of the total votes of the Association shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, within ten (10) days from the date hereof, shall constitute the presence of such person for the purpose of determining a quorum.

2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a Unit owned by more than one person or by a corporation, except Sponsor, or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed the vote of such

Exhibit to Prospectus

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owners shall not be considered in determining a quorum or for any other purpose unless a valid proxy is filed as provided below.

2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, except as provided in Article 3.6 below, and must be filed with the Secretary before the appointed time of the meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Where a Unit is owned by more than one person or a corporation or other entity the proxy must be signed by the "Voting Member" or by all the owners of such Unit, or the proper corporate officer.

2.5 VOTING. In any meeting, each Unit Owner, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one vote. Each Unit shall be entitled to one vote and the vote of such Unit shall not be divisible.

2.6 MAJORITY. Except where otherwise required by the provisions of the Articles, these By-Laws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members.

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

3.1 ANNUAL MEETING. The annual members' meeting shall be held at least once each calendar year at the office of the Association at the time designated on the notice thereof, for the purpose of electing directors and transacting any other business authorized to be transacted by members.

3.2 SPECIAL MEETING. Except as otherwise provided in F.S. 718.112(2)(e) and (f), special meetings shall be held when called by the President or Vice President or by a majority of the Board of Directors. Special meetings must be called by such officers upon a majority of the votes in the Association. Notices of special meetings shall be given as set forth below, except that in the case of an emergency four (4) days notice will be deemed sufficient.

3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings shall be given by an appointed officer of the Association, to each member, unless such notice is waived in writing. Such notices will be written and will state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this provision, to each Unit at the address last furnished to the Association. Notice shall also be conspicuously posted on the Condominium Property.

3.4 NOTICE TO OTHERS. The Sponsor (and Managing Agent, if any) shall forever be entitled to notice of all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on their behalf and such persons may act with the full authority and power of Sponsor.

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3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by the provisions of F.S. 718.112. Budgetary meetings shall be held prior to November 1 of each year.

3.6 ADJOURNED MEETINGS. If any members' meeting cannot be convened 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, to a time certain until a quorum is present. Valid proxies for the meeting shall continue to be valid until a quorum is present.

3.7 CONSENT. Whenever the vote of members at a meeting is required or permitted by these By-Laws, such meeting and vote may be dispensed with if a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

3.8 CHAIRMAN. At meetings of membership, the President shall preside, or in his absence, the Board of Directors shall select a chairman.

3.9 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and as far as practical at any other members' meetings, shall be:

a. Calling of the roll and certifying of proxies;

b. Proof of notice of meeting or waiver of notice;

c. Reading of minutes;

d. Reports of Officers;

e. Reports of Committees;

f. Election of Directors; SUBJECT, HOWEVER, to all provisions of these By-Laws, the Articles and the Declaration;

g. Unfinished business;

h. Adjournment.

ARTICLE 4. BOARD OF DIRECTORS.

4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of not less than three nor more than nine persons, the number to be determined in accordance with the provisions of the Articles.

4.2 FIRST BOARD. The Board shall, until the Sponsor has sold all Units being offered for sale in the ordinary course of business in all phases constructed in the Condominium, consist of three persons, none or whom need be members of the Association. The first Board shall consist of persons designated by the Sponsor and they shall serve until replaced by Sponsor or until their successors are elected pursuant to F.S. 718.301.

a. The Sponsor shall have the absolute right, at any time, in its sole discretion, to remove any member of the Board designated by Sponsor and replace any such person with another person to serve on the Board. Notice of such action shall be given to the Association.

b. The members of the Board designated by Sponsor shall serve until owners other than Sponsor own fifteen

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percent (15%) or more of the Units that will be operated ultimately by the Association at which time the owners other than Sponsor may elect one-third of the directors. Unit Owners other than Sponsor shall be entitled to elect a majority of the directors three years after closing by Sponsor of fifty percent (50%) of the Units that will be operated ultimately by the Association or three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been closed by Sponsor, or when all the Units that will ultimately be operated by the Association have been completed, some of them sold and none of the others being offered for sale by Sponsor in the ordinary course of business, or when the Sponsor so elects, whichever occurs first. The Sponsor shall be entitled to elect at least one (1) Board member as long as Sponsor holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. In the event the Unit Owners decline to elect directors as set forth above, a majority of the Unit Owners shall sign a statement to that effect and present it to the then existing Board. If the Board chooses to resign, they may do so and the requirements of this subsection shall be mandatory.

4.3 ELECTION OF DIRECTORS. Except for designation of Directors by Sponsor, as hereinbefore provided, election of Directors shall be conducted in the following manner:

a. Election of Directors shall be held at the annual Meeting except that the first Directors elected by Unit Owners other than Sponsor shall be elected pursuant to F.S. 718.301.

b. A nominating committee of three (3) members shall be appointed by the then existing Board not less than thirty (30) days prior to the Annual Members' Meeting. The committee shall nominate one for each director then serving. Nominations may be made from the floor.

c. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. Each person voting shall be entitled to cast one vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies created by removal of directors by members, vacancies in the Board occurring between annual meetings of members shall be filled by the remaining directors.

4.4 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were held and no further notice of the organizational meeting shall be necessary, PROVIDED, a quorum shall be present.

4.5 REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived. Meetings shall be open to all Unit Owners and notice

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thereof shall be posted conspicuously on the Condominium Property at least three (3) days in advance, except in an emergency.

4.6 SPECIAL MEETINGS. Special meetings of the Board may be called by the Chairman or President. Except in an emergency, or as otherwise provided by statute, the notice shall be given as provided in Section 4.5 above and shall state the time, place and purpose of the meeting.

4.7 WAIVER. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.8 QUORUM. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-Laws or the Declaration. A director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall have been presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. If any Directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws, or the Declaration) the Directors who are present may adjourn the meeting, from time to time, until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.9 PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the Chairman of the Board, if such an officer has been elected; and if not, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.10 RESIGNATION. A Director may resign by giving written notice thereof. A director shall be deemed to have resigned upon his termination of membership in the Association (excepting First Board) or upon his default for thirty (30) days of any of the provisions or covenants of the Declaration and Exhibits attached thereto.

4.11 POWERS AND DUTIES. The powers and duties of the Association may, subject to the limitations set forth herein and in the Condominium Act, be exercised by the Board, in the Board's sole discretion. Such powers shall include without limiting the generality of the foregoing, the following:

a. To adopt the budget of the Association upon majority vote of the directors, subject to the provisions of F.S. 718.112.

b. To make, levy and collect assessments against members and members' Units to defray the costs of the Condominium and Common Expenses, (provided, however, the Association shall not charge any fee against a Unit Owner for use of Common Elements unless such use is the subject of a lease between the Association and Unit Owner), and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association. Only Unit Owner members shall be subject to assessments.

EXHIBIT B

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c. To provide for the maintenance, repair, replacement, operation, improvements and management of the Condominium or other property wherever the same is required to be done and accomplished by the Association for the benefit of its members.

d. It is understood that assessments must be sufficient to provide for the payment of all anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Accordingly, the Board is given the power to adopt special assessments provided that the procedures for notice as set forth in F.S. 718.112 are followed as to any special assessment providing for any previously unanticipated expenses. Special assessments shall be limited to those items which are necessary and all other items which can reasonably be deferred to the regular budgetary meeting shall be so deferred.

e. As provided in the Declaration, to administer the reconstruction of improvements after casualty and the further improvement of the property, real and personal.

f. To adopt and amend administrative rules and regulations governing the details of the operation and use of the Common Elements, real and personal, in the Condominium, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.

g. To approve or disapprove on behalf of the Association owners and proposed purchasers or lessees of Units and to exercise or waive the Association's right to disapprove of the ownership, sales or leasing of any Unit in the manner specified in the Declaration.

h. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium on behalf of the Association, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

i. To contract on behalf of the Association for the management of the Condominium Property and to delegate to such contractor such powers and duties of the Association as the Directors deem fit, to lease or concession such portions thereof and to ratify and confirm any existing leases or concessions of any part of the Condominium Property.

j. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Condominium Property.

k. To cause the Association to pay all taxes and assessments of any type which affect any part of the Condominium Property, other than Units (unless owned by the Association) and the appurtenances thereto, and to assess the same against the members and their respective Units.

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l. To cause the Association to carry insurance for the protection of the members, the Association and the Condominium Property as required by F.S. 718.111(11)(a) and the Declaration.

m. To cause the Association to pay all costs of power, water, sewer and other utility services rendered to the Condominium which is not the specific responsibility of the owners of the separate Units.

n. To cause the Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.

o. To enter any Unit during reasonable hours as may be necessary in accordance with the provisions of F.S. 718.111(5) and to effectuate the purposes of the Declaration and all Exhibits attached thereto, including these By-Laws, and to assure the compliance with all the terms thereof. To that end, the Association may retain a pass key to all Units.

p. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases, or privileges to any individual or entity, including Non-Unit Owners, which affect Common Elements or Limited Common Elements and to alter, add to, relocate or improve Common Elements and Limited Common Elements; provided, however, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

q. To maintain the official records of the Association as set forth in F.S. 718.111(12).

4.12 AUTHORITY OF FIRST BOARD. The undertakings and contracts authorized by the first Board, including the first budget, shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by a Board duly elected by the membership.

4.13 REMOVAL OF DIRECTORS. Should the members of the Association at any duly convened regular or special meeting convened pursuant to F.S. 718.112, desire, they may remove any Director except Directors designated by Sponsor with or without cause by the vote or agreement in writing by a majority of all members and a successor may immediately be elected to fill the vacancy thus created. Should the membership fail to elect a successor, the Board may fill the vacancy.

4.14 PROVISO. Notwitnstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the Sponsor as set forth in the Declaration, the Articles and these By-Laws.

4.15 COMMITTEES. The Board may delegate portions of its responsibilities to committees established for that purpose.

4.16 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of Paragraph 14 of the Declaration of Condominium setting

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forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

ARTICLE 5. OFFICERS.

5.1 GENERALLY. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary-Treasurer, and, if desired, one or more Assistant Secretaries, all of whom shall be elected annually by the Board and who may be preemptorily removed by a majority vote of the Directors at any time. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

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

5.4 SECRETARY-TREASURER. The Secretary-Treasurer shall keep the minutes of all proceedings of the Directors and the members, attend to the giving and serving of all notices to the members and directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the non-financial records of the Association, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent. The Secretary-Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.

5.5 FIRST OFFICERS. The first officers of the Association who shall serve until election of their successors, shall be those persons so named in the Articles.

ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 MANNER AND NOTIFICATION. The Board of Directors shall, as required by F.S. 718, from time to time fix and determine the sums necessary to pay all the Common Expenses, and other fees of the Condominium, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these By-Laws. The same shall be assessed against the Unit Owners as provided in the Declaration and all the Exhibits attached thereto. Assessments for the first year (or pro-rata portion thereof) of the operation of the Condominium Property shall be set forth in a projected budget established by the Sponsor as the same may be amended by the Board from time to time.

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6.2 PAYMENTS OF ASSESSMENTS. Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions provided in the Declaration. Said assessments shall be payable in such installments, and at such times, as may be determined by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board and as set forth in F.S. 718.116(9), Laws of 1984, and as thereafter amended. FAILURE TO PAY ANY ASSESSMENT WITHIN TEN (10) DAYS FROM THE DATE DUE, SHALL CAUSE SUCH ASSESSMENT TO BEAR INTEREST AT THE RATE EQUAL TO THE MAXIMUM RATE THEN ALLOWED TO BE CHARGED TO INDIVIDUALS IN THE STATE OF FLORIDA AGAINST THE DEFAULTING UNIT OWNERS.

6.3 PROPOSED BUDGET. A copy of the proposed one (1) year budget shall be mailed to Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting. If the proposed budget is not adopted prior to the start of the new budget period, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the assessments prove to be insufficient, the budget and assessments shall be amended at a meeting called for that purpose.

6.4 DEPOSITORY; WITHDRAWALS. The depository of the Association shall be such financial institutions as shall be designated, from time to time, by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors. Should the Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Managing Agent pertaining to the deposit and withdrawal of moneys shall supersede the provisions hereof during the terms of any such agreement.

6.5 RECORDS. The Association shall maintain those records and make available written summaries thereof as required by F.S. 718.111(7) subject, however, to the provisions of the Declaration.

6.6 FIDELITY BONDS: PROVISO. Fidelity bonds shall be obtained as required in the Declaration.

6.7 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year; PROVIDED, HOWEVER, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems advisable. The budget year shall begin on January 1st of each year.

6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate installments for, in its discretion, the next three-month period. Upon notice thereof to the Unit Owner the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.

6.9 ACQUISITION OF UNITS. At any foreclosure sale of a Unit, the Association or its designee may acquire the Unit being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, including a lien for

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assessments. The power of the Association to acquire a Unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Association. The Association may also acquire Units in the event damaged Units are not restored pursuant to the provisions of Paragraph 12 of the Declaration.

6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN. In the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the owner of the Condominium Unit shall include liability for a reasonable attorneys' fee and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit, pendente lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE 7. COMPLIANCE.

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the nonpayment of an assessment) by the Unit Owner of any of the provisions of the Declaration, these By-Laws, or Rules and Regulations adopted pursuant to any of same, the Association shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Upon a finding by the Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association (or Managing Agent, if any) for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit Owner and sent to the Association, shall authorize any Unit Owner to bring an action in equity or suit at law, on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such Unit Owner. In the event of a non-continuing default making the notice period impractical, the Association may take such action, as it deems reasonable, as permitted herein. Further, pursuant to §718.112(2)(L), laws of 1984, internal disputes arising from the operation of the Condominium among Unit Owers, Association and their agents and assigns may be settled by voluntary binding arbitration.

7.2 LIABILITY OF UNIT OWNERS. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, of his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenance. Nothing herein contained, however, shall be construed

EXHIBIT "C"

so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said Unit Owner as a specific item and shall be a lien against said Unit with the same force and affect as if the charge was a part of the Common Expenses attributable to such owner's Unit.

7.3 LIABILITY OF UNIT OWNER TO MANAGING AGENT. Paragraph 6.10 above shall include any assessment due by virtue of a Management Agreement with a Managing Agent (if any) and such Managing Agent shall also have the right to bring such actions and the right to obtain such relief in its own name, including damages, attorney's fees and costs, to enforce the provisions thereof.

7.4 GENERAL LIABILITY. Liability of Unit Owners shall be governed, in addition to the provisions hereof, by F.S. 718.119.

7.5 NO WAIVER. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted to any of the provisions of the Declaration shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

7.6 SURVIVING LIABILITY. Termination of membership in the Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

7.7 EXCESS LIABILITY. The Association shall give notice to the Unit Owners of excess liability as provided in F.S. 718.119(3).

ARTICLE 8. LIMITATION OF LIABILITY. Notwithstanding the duty of the Association to maintain and repair the Condominium Property, it shall not be liable for injury or damage caused by a latent condition in the property nor for injury or damage caused by the elements, or by other owners or persons.

ARTICLE 9. PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, these By-Laws, or with the Statutes of the State of Florida.

ARTICLE 10. AMENDMENT TO BY-LAWS. Amendments to these By-Laws as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL. Amendments to these By-Laws may be proposed in the form required by F.S. 718.112(2)(i) by the Board acting upon vote of fifty percent (50%) of the Directors or by members of the Association having a majority of the votes in the entire membership of the Association, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING. Upon any meeting or amendments to these By-Laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the member is required as

UNOFFICIAL DOCUMENT

herein set forth. Notice shall be posted at a conspicuous location on the Condominium Property.

10.3 VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of 75% of the entire membership of the Board and by an affirmative vote of the members having 75% of the votes in the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors and members.

10.4 PROVISO. Notwithstanding the foregoing provisions of this Article 10, no amendment to these By-laws which affects the Sponsor may be adopted or become effective without the prior written consent of the Sponsor.

ARTICLE 11. BY-LAWS PERTAINING TO USE AND DECORUM.

11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Units, use of Common Elements and Limited Common Elements.

11.2 SCOPE; REMEDY FOR VIOLATION. These By-Laws are reasonably calculated to promote the welfare of the Unit Owner. The violation of such By-Laws subject such person violating the same to any liability imposed by the Declaration, these By-Laws and the Condominium Act.

11.3 INITIAL BY-LAWS. These By-Laws (Use and Decorum) hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners. The Unit Owners shall, at all times, obey the same and use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said By-Laws are as follows:

(a) The sidewalk, entrances or passages and all other Common Elements must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises.

(b) The personal property of all Unit Owners shall be stored within their Condominium Units; provided, however, that no Unit Owner may store any personal property on, or make any use of any patio appurtenant to his Unit, which is unsightly nor shall he make any use of the same which interferes with the comfort and convenience of other Unit Owners.

(c) No garbage cans or other unsightly articles shall be placed on the patios or common elements, nor (subject to the provisions of Florida Statutes §163.04, to the extent applicable) shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or any other article, be shaken or hung from any of the windows, doors, stairways or patios, nor hung outside the Unit, nor exposed to or on any part of the Common Elements or porches within any Unit. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.

(d) No Unit Owner shall allow anything whatsoever to fall from any window or doors of the premises.

EXHIBIT "C" TO DECLARATION OF CONDOMINIUM

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(e) All garbage and trash shall be properly disposed of in trash receptacles provided for that purpose. For sanitary reasons, all trash, except newspapers, shall be placed in plastic bags and tied securely before being placed in trash receptacles.

(f) No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

(g) The parking facilities shall be used in accordance with the regulations adopted by the Sponsor and thereafter by the Association. Sponsor's assignment of parking shall be final. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twelve hours, and no repair, except emergency repair, of vehicles shall be made on the Condominium Property. No commercial vehicle, truck, camper or recreational vehicle shall be parked on the Condominium Property. No boat, boat trailer, or like vehicle shall be left or stored on the Condominium Property. "Commercial Vehicle" shall be defined to mean any vehicle displaying advertising, commercial or business names or other signs and the like. "Truck" shall be defined to mean any truck larger than a one (1) ton pick-up. Personal street vans shall be permitted to be parked upon the Condominium Property. Bicycles shall be parked in the areas, if any, provided for that purpose. Absent such parking areas bicycles shall be kept in the Unit.

(h) No Unit Owner shall make or permit any disturbing noises in the buildings by any person, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

(i) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit that is visible from outside the Unit or Condominium Property, nor shall tinfoil or other material be used to cover any windows or doors so as to be visible from outside the Unit.

(j) The Association may retain a pass key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock without the written consent of the Board. Where such consent is given, the Unit Owner shall provide the Association with an additional key for use by Association pursuant to its right of access to the Unit.

(k) No cooking shall be permitted outside the Unit nor shall any goods or beverages be consumed outside of a Unit, excepting in areas designated for those purposes by the Association and except within a Unit's patio.

(l) No inflammable, combustible or explosive fluid, chemical, or substance shall be kept in any Unit except those required for normal household use.

(m) Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by (1) removing all furniture, plants and other objects from his patio prior to his departure; and (2) designating a responsible firm or individual to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

This Instrument Prepared By

(n) No commercial or business activity shall be conducted in any Unit. No Unit Owner may actively engage in any solicitations for commercial purposes on the Condominium Property, nor shall any solicitor of a commercial nature be allowed on the Condominium Property without the prior written consent of the Board.

(o) Each Unit Owner shall park his automobile in his assigned space. All parking spaces not assigned shall be unreserved and may be used by Unit Owners with a second vehicle or by guests of the Unit Owners, provided, however, that spaces designated for the temporary parking of delivery vehicles, or vehicles operated by handicapped persons may be restricted for such use.

(p) No Unit Owner shall, in any way, interfere with the construction, sale or rental of any Unit by Sponsor.

11.4 APPLICABILITY. The above provisions of Subparagraphs a, d, f, g, h, i, j, l, m, n and o hereof shall not be applicable to the Sponsor or to any Unit owned by the same.

11.5 FURTHER RULES AND REGULATIONS. The Association may promulgate Rules and Regulations concerning the use of the Condominium Property. Said additional Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Property and shall have the dignity of By-Laws. PROVIDED that no such Rule, etc. shall affect Sponsor, or any Unit owned by Sponsor, without Sponsor's prior written consent.

ARTICLE 12. INDEMNIFICATION.

12.1 OFFICERS AND DIRECTORS. The Association shall and does hereby indemnify and hold harmless every Director and every officer, including the first officers and directors, his heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled.

12.2 INSURANCE. The Association shall, if available, at the Association's expense, purchase Officer's and Director's liability insurance and shall cause the Officers and Directors, from time to time serving, to be named insureds.

ARTICLE 13. UNIT OWNER'S RESPONSIBILITY CONCERNING LIENS AND TAXES.

13.1 LIENS AND TAXES. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon a Condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in the Declaration, or these By-Laws, whichever is sooner.

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

ARTICLE 14. CONFLICT. In the event of any conflict between the By-Laws contained herein, or from time to time amended or adopted, and the Declaration of Condominium, the Declaration shall prevail.

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The foregoing were adopted as the By-laws of the Association at the first meeting of the Board of Directors on the 25th day of September, 1985.

THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC.

By _____
Its President

ATTEST:

By _____
Its Secretary

(CORPORATE SEAL)

This is not a certified copy

CERTIFICATE OF APPROVAL

OF

THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC.

THIS IS TO CERTIFY that _____ has been approved by THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC., as the Purchaser (or Transferee) of the following described real property in Palm Beach County, Florida.

CONDOMINIUM UNIT NO. _____ of THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM according to the Declaration thereof recorded in Official Record Book _____, at Pages _____ through _____, inclusive, of the Public Records of Palm Beach County, Florida.

Such approval has been given pursuant to the provisions of the aforementioned Declaration of Condominium and constitutes a waiver of the Association's right of purchase to the above described Unit, as specified in the Declaration.

DATED: This ____ day of _____, 19__.

Signed, sealed and delivered in the presence of:

THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC.

_____

By: _____

_____

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

BEFORE ME, the undersigned authority, personally appeared _____, to me well known to be the person described in and who executed the foregoing instrument as _____ of THE ARBOURS OF THE PALM BEACHES CONDOMINIUM ASSOCIATION, INC., and acknowledged before me that ____ executed such Instrument as such Officer of said Association, and that said Instrument is the free act and deed of said Association and was executed for the purpose therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 19__.

_____
Notary Public

(NOTARIAL IMPRESSION SEAL)

My Commission Expires:

This is not a certified copy

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EXHIBIT "A" TO BY-LAWS

0388b/0006b

CONSENT AND JOINDER OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

That BARNETT BANK OF PALM BEACH COUNTY, the holder of a mortgage recorded in Official Record Book 4423, Page 1338, in the Public Records of Palm Beach County, Florida, does hereby consent to and join in the foregoing Declaration of Condominium of THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM.

DATED this 17th day of September 19 85.

Signed, Sealed and Delivered
in our Presence:

Dolores J. Durel

Mary Rose Brown

BARNETT BANK OF PALM BEACH COUNTY

By: _____ (SEAL)
Its Senior Vice President

ATTEST:

By Janice L. Marvel
Its Loan Admin. ~~Secretary~~ Officer

(CORPORATE SEAL)

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Raymond E. Weeks, Senior V. President and Janice L. Marvel, as Senior Vice President and Loan Admin. Officer ~~Secretary~~, who acknowledged before me that they executed this Consent and Joinder on behalf of BARNETT BANK OF PALM BEACH COUNTY, in their official capacities for the uses and purposes herein set forth.

WITNESS my hand and official seal in the State and County aforesaid, this 17th day of September, 19 85.

Notary Public

(NOTARIAL IMPRESSION SEAL)

My Commission Expires:

NOTARY PUBLIC STATE ...
MY COMMISSION EXPIRES ... 1985
BONDED THRU GENERAL INS. UNDERWRITERS

B4663 P1545

Exhibit "B" Not a certified copy

1. 6.

CONSENT AND JOINDER OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

That CRESTHAVEN ENTERPRISES, INC., the holder of a Mortgage recorded in Official Record Book 4382, Page 783, in the Public Records of Palm Beach County, Florida, does hereby consent to and join in the foregoing Declaration of Condominium of THE ARBOURS OF THE PALM BEACHES, A CONDOMINIUM.

DATED this 13th day of September, 1985.

Signed, Sealed and Delivered
In our Presence:

Janet M. Sidlacik

Wanda Angelitti

CRESTHAVEN ENTERPRISES, INC.

By David Yorra (SEAL)
Its President

ATTEST:

By Joseph E. Drufke
Its Asst. Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
: SS
COUNTY OF BROWARD)

Before me, the undersigned authority, personally appeared DAVID YORRA, as President and JOSEPH DRUFKE, as Assistant Secretary, who acknowledged before me that they executed this Consent and Joinder on behalf of CRESTHAVEN ENTERPRISES, INC., a Fla. Corporation in their official capacities for the uses and purposes herein set forth.

WITNESS my hand and official seal in the State and County aforesaid, this 13th day of September, 1985.

Janet M. Sidlacik
Notary Public

(NOTARIAL IMPRESSION SEAL)

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 30, 1987
Bonded Thru Troy Fain-Insurance, Inc.

B4663 P1546

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

Box 2 Certified Copy