

DECLARATION OF CONDOMINIUM

OF

UNIVERSITY APARTMENTS

BOCA DEVELOPMENT CO., INC., a Florida Corporation,
(hereinafter referred to as "Developer"), hereby states and
declares:

I

SUBMISSION STATEMENT

Developer is the owner and holder of fee simple record
title to the land hereinafter described and hereby declares said
land to be condominium property and does hereby submit the same
to condominium ownership, pursuant to Chapter 711, Florida
Statutes (hereinafter referred to as the "Condominium Act").

II

NAME

The name by which this condominium is to be identified
is: UNIVERSITY APARTMENT CONDOMINIUM.

III

LAND

The legal description of the land included and sub-
mitted herewith to condominium ownership is described as follows:

A portion of Tract III of Hidden Valley Section One, as
recorded in Plat Book 25 at Page 113 and 114 in the Public Records
of Palm Beach County, Florida, being more particularly described
as follows:

Commencing at the point of tangency on the South boundary
of said Tract III, said point being 21.61 feet Westerly from the
intersection of a projection of the Easterly and Southerly boun-
daries of said Tract III; thence run South 89° 40' 26" West
742.63 feet along said South boundary of Tract III to the Point
of Beginning; thence continue South 89° 40' 26" West 175 feet along
said South boundary of Tract III to a point of curvature of a curve
to the right; thence, along said boundary of Tract III, run
Westerly and Northerly 86.13 feet along the arc of said curve to
the right, having a radius of 50 feet, to a point of compound
curve; thence run North 62° 20' 50" East 253.73 feet; thence run
due South 174.04 feet to the Point of Beginning.

IV

IDENTIFICATION OF UNITS

The condominium has 14 units which are identified and referred to herein and in the exhibits hereinafter referred to as follows: Apartment 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14.

V

SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

a. There is being recorded contemporaneously herewith a Survey and Plot Plan of the above described land, under Clerk's File No. _____, and which said Plot Plan and Survey is incorporated herein by reference and deemed Exhibit B to this Declaration, and which said survey and Plot Plan shows and identifies thereon the common elements and each unit and their relative locations and approximate dimensions.

b. There is being recorded contemporaneously herewith Building and Floor plans containing a graphic description of the improvements made to the condominium property, which said Building and Floor Plans are recorded under Clerk's File No. _____, and which said Building and Floor Plans are incorporated herein by reference and deemed Exhibits C, D and E of this Declaration.

c. Said Exhibits B, C, D and E of this Declaration have been certified to pursuant to the requirements of Section 711.8 (1) (e) of the Condominium Act.

VI

UNDIVIDED SHARES IN COMMON ELEMENTS

a. Each unit shall have as an appurtenance thereto an undivided share of the common elements according to the following percentages:

<u>UNIT NUMBER</u>	<u>UNDIVIDED PERCENTAGE OF COMMON ELEMENTS</u>
Apartment No. 1	9.998%
2	6.001%
3	6.001%
4	6.001%
5	6.001%
6	6.001%
7	9.998%
8	9.998%
9	6.000%
10	6.001%
11	6.001%
12	6.001%
13	6.000%
14	9.998%
Total 14 apartments	Total 100%

b. Each unit shall have an appurtenance thereto the right to use all of the common elements in this condominium, which right shall be shared with all other unit owners and FIRST UNIVERSITY CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as "Association").

VII

SHARE IN COMMON EXPENSES AND OWNING COMMON SURPLUS

The common expenses shall be shared and the common surplus shall be owned in proportion to each unit owner's percentage of ownership of the common elements as set forth in Article VI of this Declaration.

VIII

VOTING RIGHTS OF OWNERS OF UNITS

a. The owner or owners, collectively, of the fee simple title of record of each unit shall be entitled to one vote per unit. There shall not be more than fourteen (14) voters and each units shall have one vote.

b. The vote of the owners of a unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the unit and filed with the Secretary of the Association. Such Certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

IX

METHOD OF AMENDMENT OF DECLARATION

a. No amendment shall change any condominium parcel, or a condominium unit's proportionate share of the common expenses or common surplus, nor the voting rights pertinent to any unit, unless all of the record owners thereof, and all of the record owners of any first mortgage lien thereon, shall consent thereto and join in the execution of such amendment, and provided, further, that the said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration.

b. Except as to the matters described in Paragraph A of this Article, this Declaration may be amended at any regular or special meeting of the unit owners of this condominium, called in accordance with the By-Laws by the affirmative vote of the owners of nine (9) or more units, and by the written consent of all owners and holders of recorded first mortgage liens on any unit. Such amendment shall be evidenced by a Certificate executed and recorded in accordance with the Condominium Act, and which said Certificate shall be signed and acknowledged by any two officers of the Association responsible for the operation of this condominium, and by the owners and holders of any recorded first mortgage liens on any unit. This Certificate shall become effective upon its being recorded among the Public Records of Palm Beach County, Florida.

X

BY-LAWS

The operation of the condominium property shall be governed by By-Laws which are set forth in a document entitled "By-Laws of University Apartment Condominium", and which is annexed to this Declaration.

XI

ASSOCIATION

a. The Association responsible for the operation of this condominium is FIRST UNIVERSITY CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, organized and existing under the laws of the State of Florida. It is hereinafter referred to as the "Association".

b. The developer shall automatically be a member of the Association. Each unit owner shall automatically be a member of the Association.

XII

OCCUPANCY AND USE RESTRICTIONS

a. The units shall be used for single-family residences only. No part of a unit may be rented and no transient tenants may be accommodated therein.

b. A unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other unit owners or the Association or annoy other unit owners by unreasonable noises or otherwise; nor shall a unit owner commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

c. A unit owner shall show no sign, advertisement or notice of any type on the common elements or in or upon his unit and shall erect no exterior antennae and aerials upon any portion or part of his unit or the common elements, except as may be provided under regulations promulgated by the Association from time to time.

XIII

CONVEYANCES

In order to assure a community of congenial residences and thus protect the value of the units, the sale, leasing and mortgaging of units shall be subject to the following provisions until the Declaration is terminated in accordance with the provisions herein elsewhere contained or until this section of the Declaration is amended in the manner herein provided for:

a. Sale or Lease. No unit owner may dispose of his unit or any interest therein by sale or by lease without approval of the Board of Directors of the Association, which approval of the Association shall be obtained in the manner hereinafter provided.

(1) Notice to Association. A unit owner intending to make a sale or a lease of his unit, or any interest therein, shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the unit owner to the Association, and any purchaser or lessee produced by the Association as hereinafter provided, that the unit owner believes the proposal to be bona fide in all respects. The notice just described shall be mailed to or delivered by hand to the Secretary of the Association.

(2) Election of Association. Within thirty (30) days after receipt of such notice, the Board of Directors of the Association shall either approve the transaction or furnish a purchaser or lessee approved by the Association (and give notice thereof to the person desiring to sell or lease his unit) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction. The approval of the Board of Directors shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser or lessee. Failure of the Association to act within such thirty-day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The unit owner giving such notice shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association.

b. Mortgage. No unit owner may mortgage his unit nor any interest therein without the approval of the Association, except to a bank, life insurance company or Federal savings and loan association, hereinafter called "approved mortgagee". The approval of any other mortgages may be upon conditions determined by the Board of Directors of the Association.

c. Notwithstanding anything to the contrary herein, the provisions of this Article relating to "Conveyances" shall not be applicable to purchasers at foreclosure or other judicial sales, transfers to approved mortgagees, or to the developer until after the developer has initially conveyed or disposed of all units.

XIV

MAINTENANCE AND REPAIRS

a. By Unit Owners: The responsibility of a unit owner is as follows:

(1) to maintain in good condition and to repair and to replace at his expense all portions of his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceiling and floors), whether or not a part of the unit and common elements, and to maintain and to repair the fixtures therein, including the air-conditioning equipment, and to pay for any utilities which are separately metered to his unit. Every unit owner must perform promptly all maintenance and repair work within his unit, as aforesaid, which if omitted, would affect the condominium property and the condominium project in its entirety or in a part belonging to other owners; each unit owner shall be expressly responsible for the damages and liability that his failure to do so may engender. Said unit shall be maintained and repaired in accordance with the building plans originally utilized by the developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board of Directors as provided in this Declaration;

(2) not to make any alterations in the portions of the unit or the building or the common elements which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building or the common elements, without first obtaining the written consent of the Board of Directors of the Association and of the unit owner, or owners, for whose benefit such easement exists;

(3) not to paint or make any alteration, decoration, repair, replacements or change of or on the common elements or easement property or to any outside or exterior portion of the building, including doors or windows, without the written approval of the Board of Directors;

(4) to promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which is with the Association;

(5) Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the Board of Directors of the Association. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit; and

(6) any officer of the Association or any agent of the Board of Directors shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any common element therein or accessible therefrom, or for making emergency repairs herein necessary to prevent damage to the common elements or to another unit or units.

b. By the Association: The responsibility of the Association is as follows:

✓ (1) to repair, maintain and replace all exterior doors, windows and screens, and all of the common elements, including all exterior surfaces of the building whether part of the common elements or part of the unit and to maintain and repair all landscaping and roadways in or upon the condominium property; and

(2) to maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services, but excluding therefrom appliances and plumbings fixtures; and

(3) to repair, maintain and replace the easement property (hereinafter described) and all improvements, fixtures and furnishings therein or thereon contained, and any and all seawalls and ~~other facilities appurtenant thereto.~~

c. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the purpose of providing for services, labor, work and materials necessary for the maintenance and repair of the condominium property and the obligations of the Association as hereinabove set forth in Section b of this Article. The Board of Directors may by contract empower and grant to such firm, person or corporation the right of access granted and given to the Board of Directors hereunder.

XV

COMMON EXPENSES AND ASSESSMENTS

✓ a. Duty to Pay. It is hereby stated to be the express duty of each unit owner to promptly pay his share of the common expenses and all assessments levied by the Board of Directors of the Association.

b. Common Expenses. Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance, any any other expenses designated or inferred to be common expenses

by the Condominium Act, by this Declaration, or by the By-Laws attached hereto, and any similar expenses designated as common expenses from time to time by the Board of Directors of the Association.

c. Alterations and Improvements. The Association shall have the right to make or cause to be made such alterations and improvements to the common elements (which do not prejudice the right of any unit owner and as to any first mortgagee unless his or its written consent has been first obtained), provided the making of such alterations and improvements is first approved by the Board of Directors of the Association, and which approval shall be submitted for ratification by the affirmative vote of two-thirds (2/3rds) of the unit owners if the cost of the same shall be in common expenses which shall exceed one-fourth (1/4th) of the current regular annual assessments. The cost of such alterations and improvements shall be assessed as common expenses, unless in the judgment of not less than eighty (80%) percent of the Board of Directors, the same are exclusively or substantially exclusively for the benefit of the unit owner or owners requesting the same, in which case such requesting unit owners shall be assessed therefore in such proportions as they approve jointly, and failing such approval, then such proportion as may be approved by the Board of Directors of the Association.

d. Assessments. Assessments shall be made and determined in the following manner:

(1) The Board of Directors of the Association shall approve an annual budget in advance for each fiscal year and such budget shall project the anticipated common expenses for the ensuing fiscal year.

(2) After the adoption of a budget and determination of the annual assessments against the unit owners in accordance with the shares of the common expenses hereinabove set forth, the Association shall assess such sums by promptly notifying all owners by delivering or mailing notice thereof to the designated voting owner representing each unit, at such owner's most recent address as shown by the books and records of the Association. Each monthly assessment shall be due and payable in advance on the 1st day of each and every month, regardless of whether or not members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy special assessments against each unit, if necessary, to cover additional common expenses and shall have the power to levy such other special assessments as provided herein, which may or may not be equal per unit.

(3) The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of special as well as regular assessments made by the Association and for all costs of collecting delinquent assessments, plus interest and attorneys' fees as hereinafter

provided. In the event assessments against the unit owner are not paid within thirty (30) days after their due date, the Association, through its Board of Directors, may proceed to enforce and collect the said assessments against the unit owner owing the same in any manner provided for by the Condominium Act, including the right of foreclosures and sale.

(4) The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Such deposits shall be proportionate to each unit's interest in the common elements.

(5) In connection with assessments, the Association shall have all of the powers, rights, privileges and legal remedies provided for by the Condominium Act, specifically including a lien upon each condominium parcel for any unpaid assessments and interest thereon against the unit owner of such condominium parcel, together with reasonable attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of eight (8%) percent per annum.

XVI

LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements of this condominium and the easement property. The Board of Directors shall collect and enforce the payment of a share of the premium for such insurance from each unit owner as a part of the annual regular assessment. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit.

XVII

DESTRUCTION OF IMPROVEMENTS AND INSURANCE

a. The Association shall purchase and obtain fire and extended coverage insurance insuring all of the insurable improvements erected within the condominium property for the full insurable value and the premium for such coverage and all other insurance deemed desirable by the Association shall be assessed against the owners of each unit as part of the annual assessment. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty

The

is hereby appointed Insurance Trustee, which bank is referred to hereinafter as the Insurance Trustee, or Trustee. The Association shall have the right, from time to time, to change the Insurance Trustee to another trust company authorized to conduct business in the State of Florida. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected, a reasonable fee for its services as Trustee. The Association is hereby irrevocably appointed agent for each owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall 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.

b. The duty of the Insurance Trustee shall be to receive the proceeds from the casualty insurance policies held by it and shall hold such proceeds in trust for the Association, unit owners, and mortgagees under the following terms:

(1) In the event a loss occurs to any improvement within any of the units alone, without any loss to any improvements within the common elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the owners of the units damaged and their mortgagees, if any, as their interests may appear and it shall be the duty of these owners to use such proceeds to effect necessary repair to their units. The Insurance Trustee may rely upon the written statement of the Association as to whether or not a loss has been incurred to the units or common elements, or both.

(2) In the event that a loss of \$3,000.00 or less occurs to improvements within one or more units and to improvements within contiguous common elements or to improvements within the common elements alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association, provided the Trustee first obtains the written approval of all first mortgagees holding mortgages encumbering the units. Upon receipt of such proceeds, the Association will promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units. In such event, should the insurance proceeds be sufficient to repair the improvements within the common elements but insufficient to repair all of the damage within the units, the proceeds will be applied first to completely repair the improvements within the common elements, and the balance of the funds shall be apportioned to repair improvements within owner's units in proportion to the loss sustained to improvements within said units, as estimated

by the insurance carrier, and the owners owning interests in units containing damaged improvements shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within their units.

(3) In the event all first mortgagees do not agree to the payment of the proceeds as provided in the preceding paragraph, or in the event the damage exceeds \$3,000.00, then the Insurance Trustee shall hold all insurance proceeds in trust and shall disburse same as follows:

(a) In the event any first mortgagee demands application of insurance proceeds to the payment of its loan, the Trustee shall divide the insurance proceeds into shares proportionate to the assessment percentages and shall promptly pay each share jointly to the owners and mortgagees of each unit. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the unit owners and their respective mortgagees, if any.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common elements and within the units, and provided all first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance and payment bond, and the Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor.

(c) In the event first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting of the Association shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof to obtain the necessary funds to repair and restore the improvements within the common elements and the units. In the event the majority of the unit owners vote in favor of the special assessment, the Association

shall immediately levy such assessment and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph. In the event the majority of the unit owners are opposed to the special assessment and vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with Paragraph b (3) (a) above, and the condominium shall be terminated as hereinafter provided.

(4) In the event, after complete repair and reconstruction and after the Insurance Trustee's fee has been paid, funds remain in the hands of the Insurance Trustee, such funds shall be disbursed in accordance with Paragraph b (3) (a) above.

(5) All covenants contained herein for the benefit of any mortgagee of a unit may be enforced by such mortgagee.

XVIII

PROHIBITION OF FURTHER SUBDIVISION

The space within any of the units and common elements shall not be further subdivided. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument, and the interest in the common elements appurtenant thereto.

XIX

EASEMENT FOR ENCROACHMENTS

All the condominium property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the building, or caused by minor inaccuracies in building or re-building, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist.

XX

SEVERABILITY

In any provision of this Declaration, or of the By-Laws attached hereto, or the Condominium Act, is held invalid the validity of the remainder of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, shall not be affected thereby.

XXI

INTERPRETATION

a. Article and paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit, or in any way affect this Declaration.

b. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular, and the singular shall include the plural.

c. As used herein the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association according to the provisions hereof, whether or not that person participates in the Association as a member.

d. The provisions of this Declaration shall be interpreted in accordance with the definitions and provisions of the 1963 Florida Condominium Act.

e. In the event any Court should hereafter determine any provisions as originally drafted herein in violation against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring lives shall be those of the incorporators of the Association.

XXII

REMEDIES FOR VIOLATION

Each unit owner shall be governed by and shall comply with the Florida Condominium Act, this Declaration, the By-Laws and the Rules and Regulations of the Association, as they may exist from time to time. Failure to do so shall entitle the Association or any unit owner or any first mortgagee holding a mortgage encumbering any unit, to recover any sums due for damages or injunctive relief, or both. Such actions may be maintained by the Association or in a proper case by an aggrieved unit owner, or by such first mortgagee. Such relief shall not be exclusive of other remedies provided by law. The failure to promptly enforce any of the provisions of the Declaration shall not bar their subsequent enforcement.

XXIII

TERMINATION

In addition to the method of termination provided in the Condominium Act, the owners of nine (9) units may remove

the condominium property from the provisions of the condominium law by an instrument to that effect, duly recorded, provided that the holders of all first mortgages affecting any of the condominium parcels consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the unit owner of the property.

IN WITNESS WHEREOF, BOCA DEVELOPMENT CO., INC. has caused these presents to be signed in its name by its President, and its corporate seal affixed, and attested to by its Secretary this 11th day of January, 1965.

In the presence of:

BOCA DEVELOPMENT CO., INC.

Armed King
Mason C. Koul

By Frank R. Cusumano
President

Attest:

Marcia H. Cusumano
Secretary:

STATE OF FLORIDA)
:SS
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 FRANK R. CUSUMANO and MARCIA H. CUSUMANO, well known to me to be the President and Secretary respectively of the corporation described in the foregoing Declaration, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly 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 January, 1965.

Armed King
Notary Public

My Commission Expires: 8-25-65

Notary Public, State of Florida at Large
My Commission Expires Aug. 25, 1965
Bonded by American Surety Co. of N. Y.

A portion of Tract III of Hidden Valley Section One, as recorded in Plat Book 25 at Pages 113 and 114 in the Public Records of Palm Beach County, Florida, being more particularly described as follows:

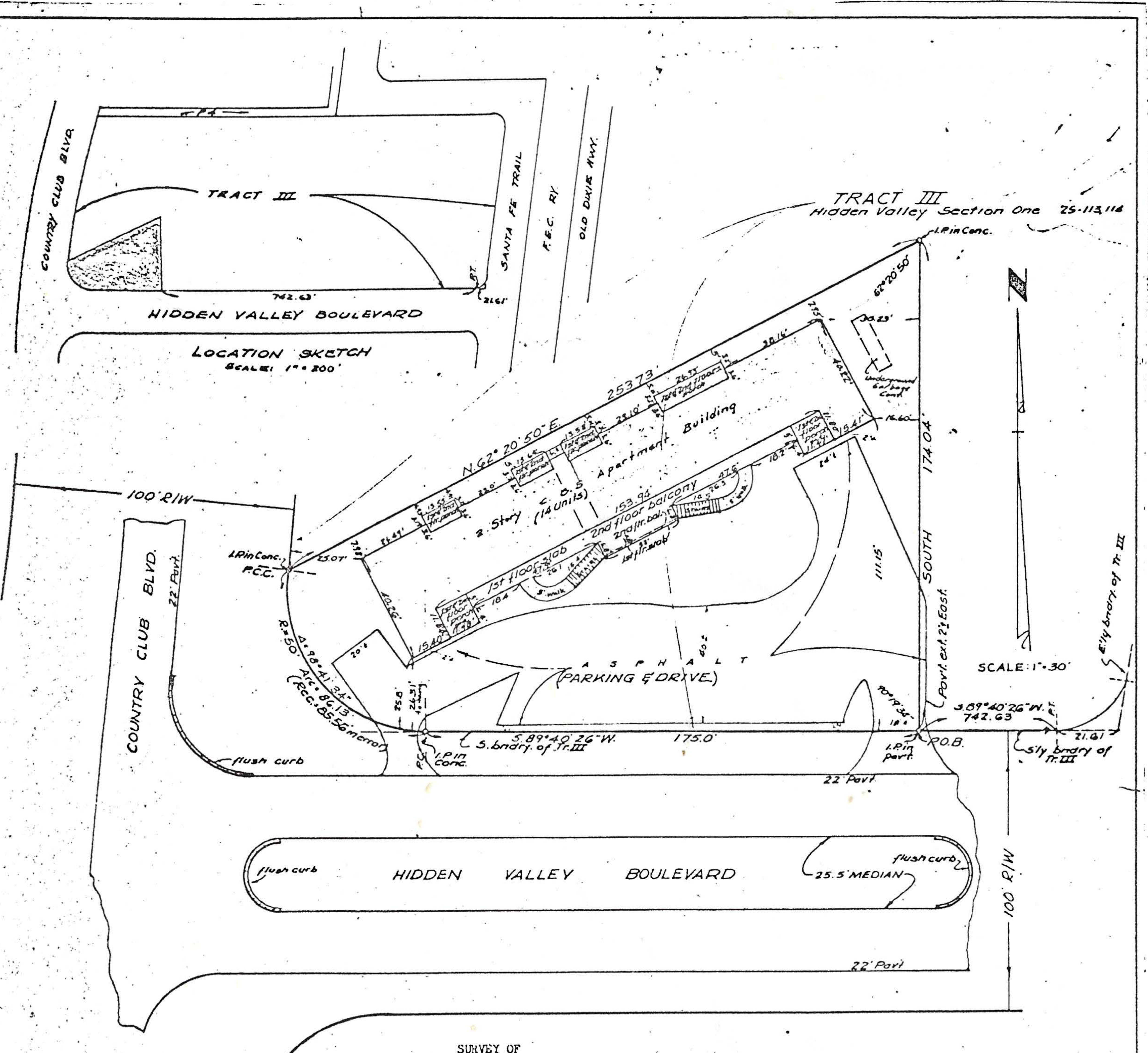
Commencing at the point of tangency on the South boundary of said Tract III, said point being 21.61 feet westerly from the intersection of a projection of the Easterly and Southerly boundaries of said Tract III; thence run South $89^{\circ} 40' 26''$ West 742.63 feet along said South boundary of Tract III to the Point of Beginning; thence continue South $89^{\circ} 40' 26''$ West 175 feet along said South Boundary of Tract III to a point of curvature of a curve to the right; thence, along said boundary of Tract III, run Westerly and Northerly 86.13 feet along the arc of said curve to the right, having a radius of 50 feet, to a point of compound curve; thence run North $62^{\circ} 20' 50''$ East 253.73 feet; thence run due South 174.04 feet to the Point of Beginning.

EXHIBIT A

KURZINGER & HONCHELL

ATTORNEYS AT LAW

BOCA RATON, FLORIDA



SURVEY OF

A portion of Tract III of Hidden Valley Section One, as recorded in Plat Book 25 at Pages 113 and 114 in the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the point of tangency on the South boundary of said Tract III, said point being 21.61 feet westerly from the intersection of a projection of the Easterly and Southerly boundaries of said Tract III; thence run South $89^{\circ} 40' 26''$ West 742.63 feet along said South boundary of Tract III to the Point of Beginning; thence continue South $89^{\circ} 40' 26''$ West 175 feet along said South boundary of Tract III to a point of curvature of a curve to the right; thence, along said boundary of Tract III, run westerly and northerly 86.13 feet along the arc of said curve to the right, having a radius of 50 feet, to a point of compound curve; thence run North $62^{\circ} 20' 50''$ East 253.73 feet; thence run due South 174.04 feet to the Point of Beginning.

FOR: BOCA DEVELOPMENT CORP
 By: Waldsmith Surveyors, Inc.,
 541 N.E. 44th Street, Ft. Lauderdale, Fla.

CERTIFICATE

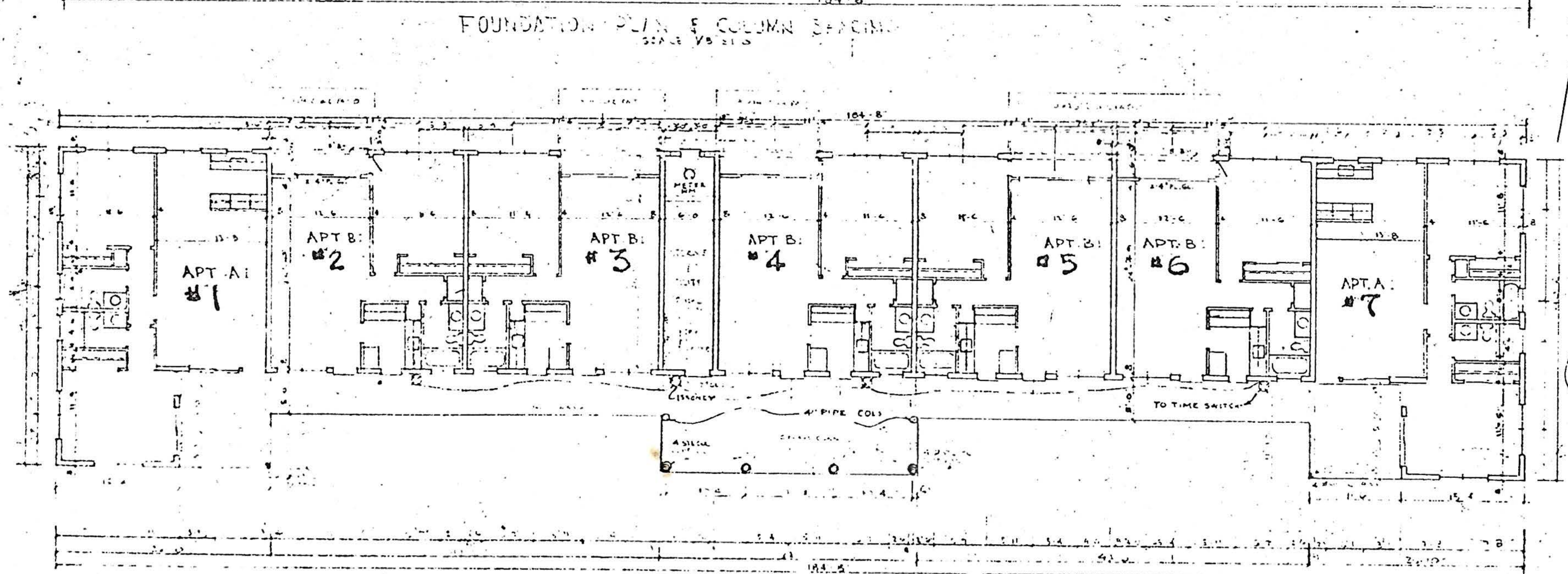
This is to certify that a survey was made this day of the property as described and shown hereon and that the survey and sketch are accurate and correct to the best of our knowledge and belief.

Waldsmith Surveyors, Inc.
Arnold F. Waldsmith
 Registered Land Surveyor No. 677
 State of Florida.

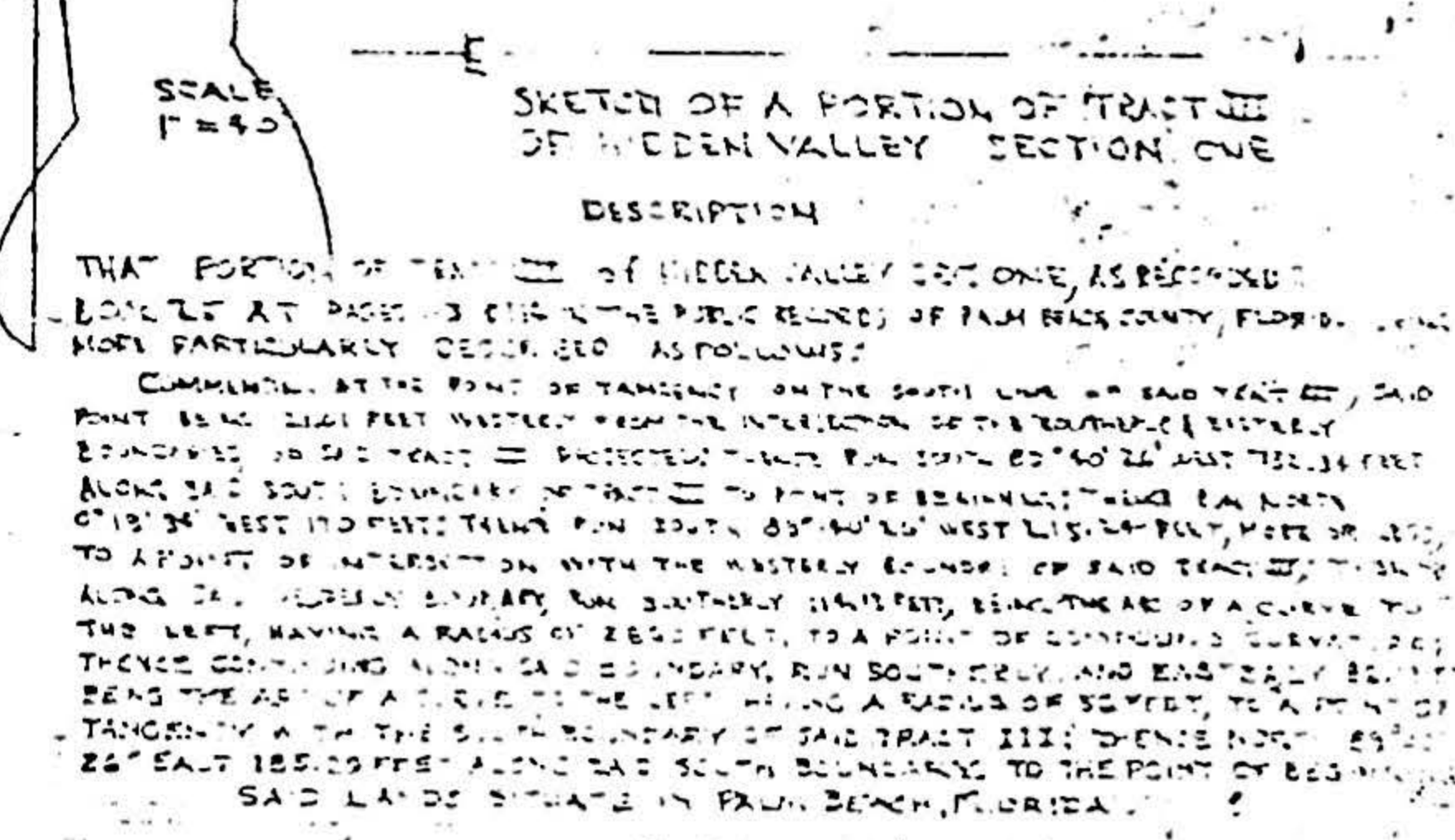
12-26-63
 Bldg loc 1-22-64
 Final Bldg loc 5-12-64

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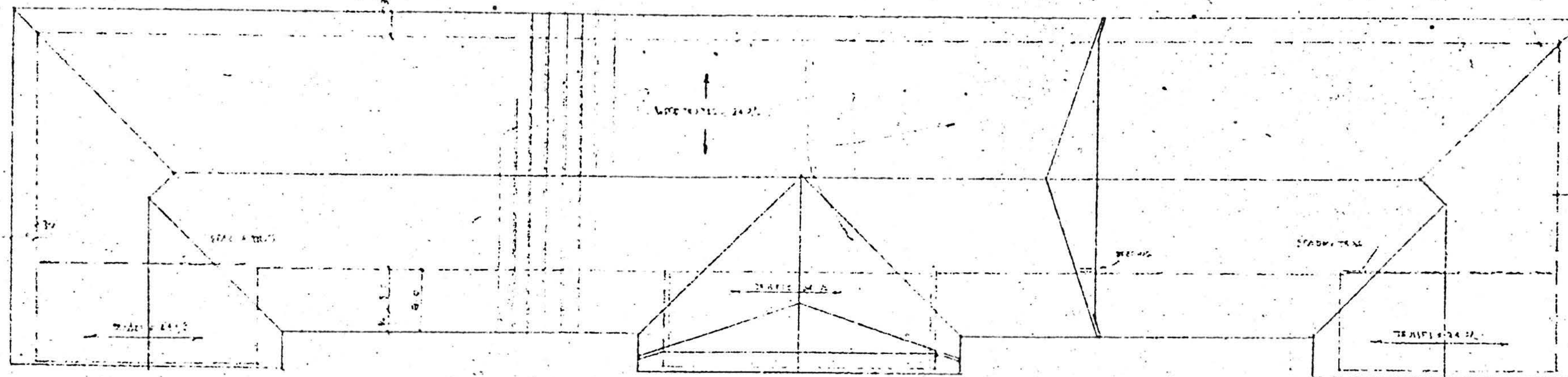
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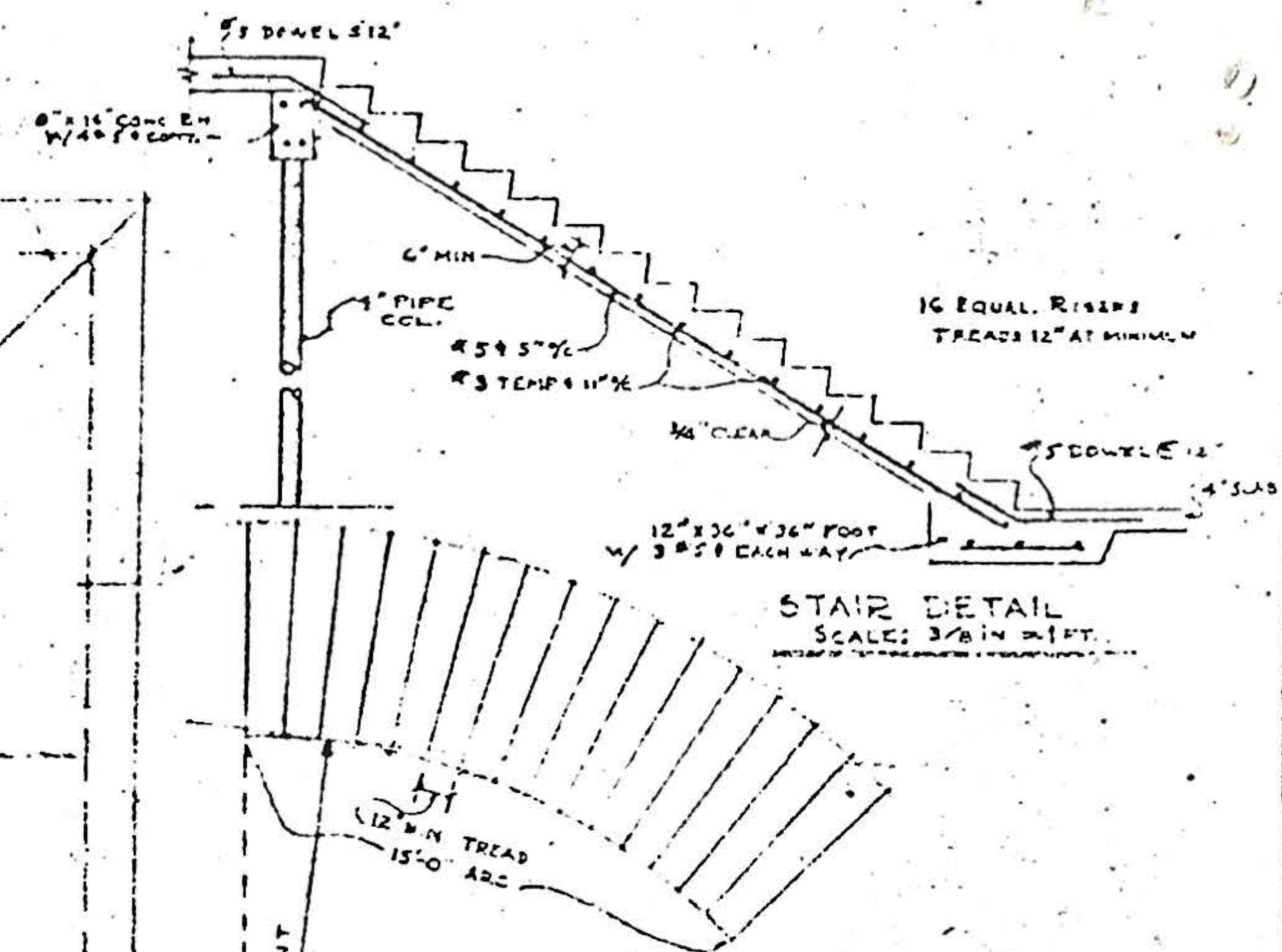
1" FLOOR PLAN
Scale 1/8" = 1'-0"



REVIEWED TO 12/1/62



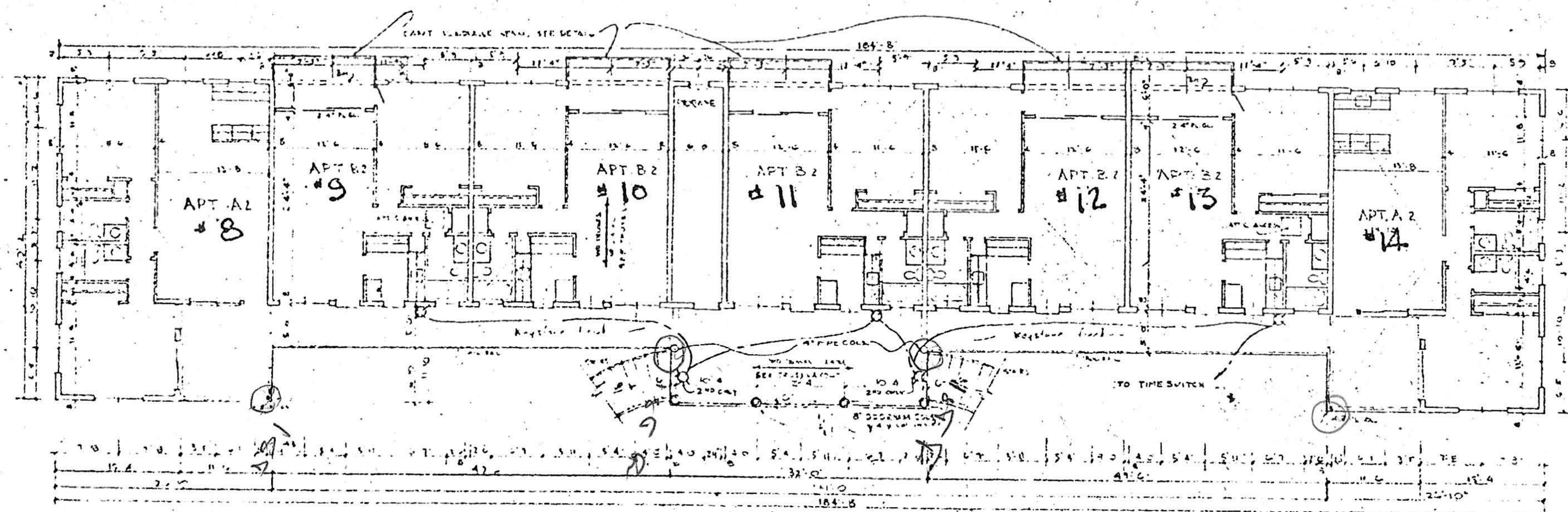
TRUSS LAYOUT SCALE 1/8" = 1'



TOP VIEW OF STAIRWAY SCALE: 1/4" = 1'

FINISH NOTES.
 TERRAZZO FLOORS, PLASTERED WALLS & CEILING
 1ST FLOOR: EXPOSED BLOWN PLAST (ACoustIC TYPE)
 WOOD BASE, TILE WALKWAYS, KENSTONE WALKWAYS
 5 STAIRS: STUDS ON BLOCK EXTERIOR, INTERIOR B.N.
 WALLS TO BE STUDS ON BLOCK

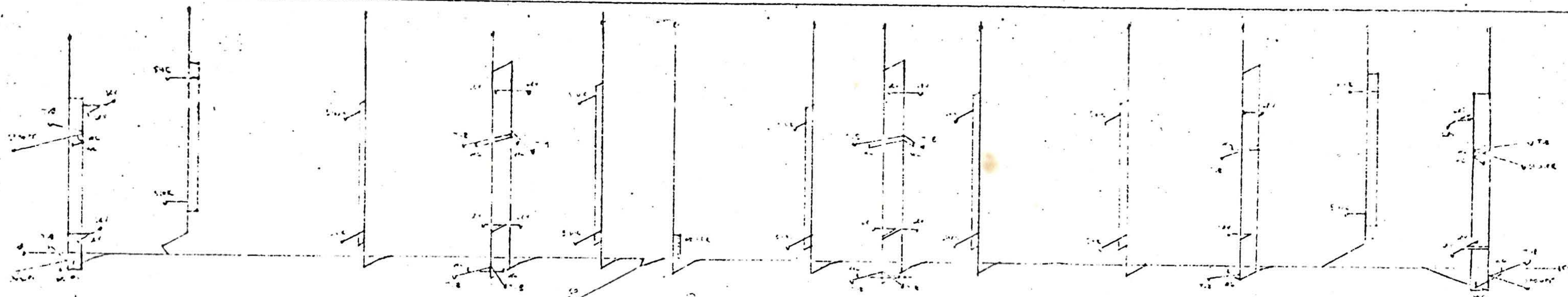
BATH NOTES:
 STANDARD OR GULLER FUTURES: 4" TIE MAIN
 6"0 AT TUB & SHOWER, DESK LUMINOUS CEILING
 1000 WATT BATH HEATER (WALL TYPE) FORMICA CABINETS
 M.C. THRU-OUT ALL BATH WINDOWS TO BLOBS.



2ND FLOOR PLAN SCALE 1/8" = 1'

OFF PLAN PAGE 2003

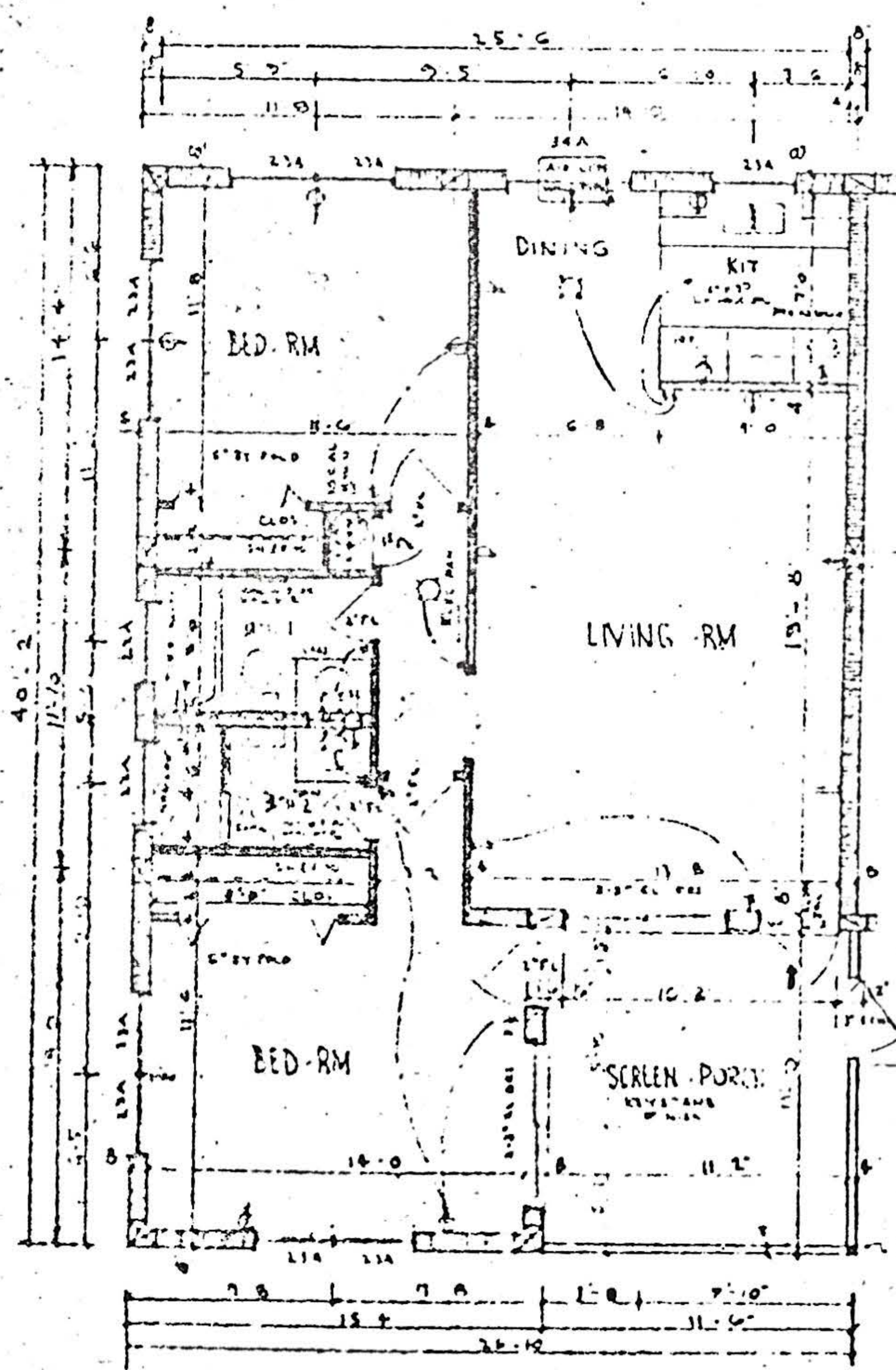
REVISED 1.26
 GEO. B. WINGHAM
 FOR UNIVERSITY APTS
 SHEET 3 OF 5
 REVISED TO 10/60



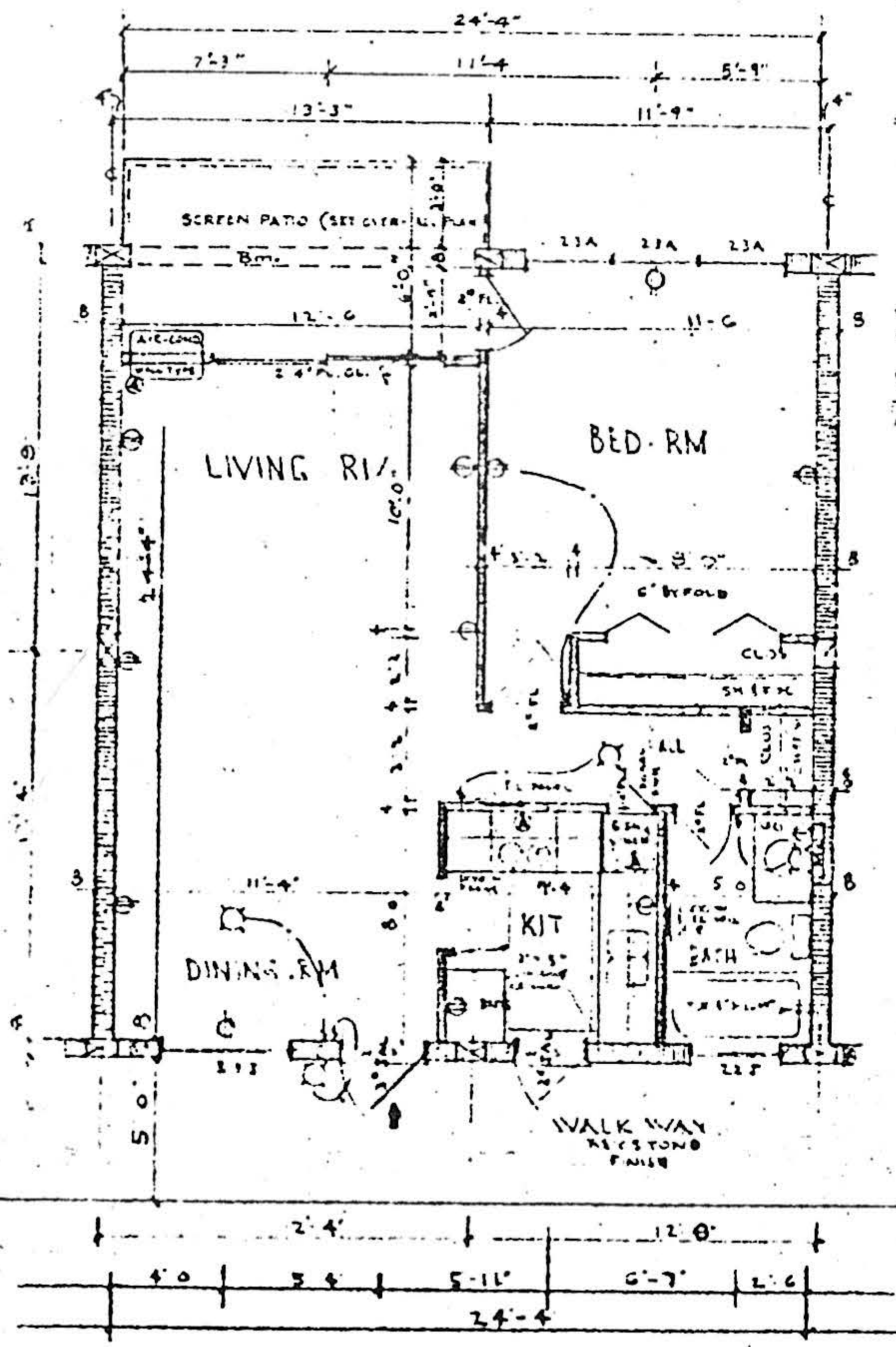
1/2" = 1'-0"
SEE ELEV. 1000 (SHEET)

PLUMBING (SEE)

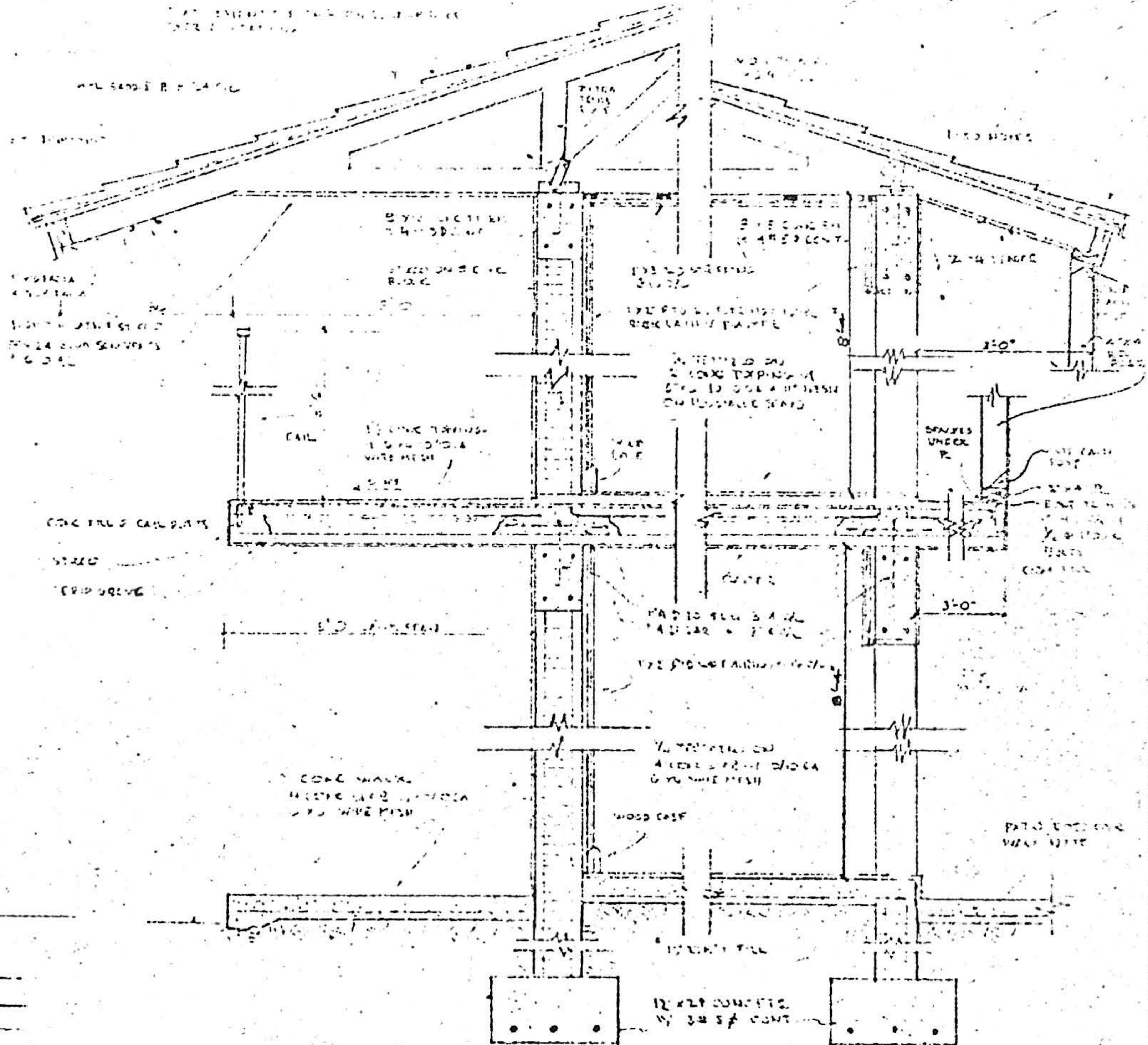
1/2" = 1'-0"
SEE ELEV. 1000 (SHEET)



TYPICAL - APT. A
SCALE 1/8" = 1'-0"



TYPICAL - APT. B
SCALE 1/8" = 1'-0"



SECTION A-A

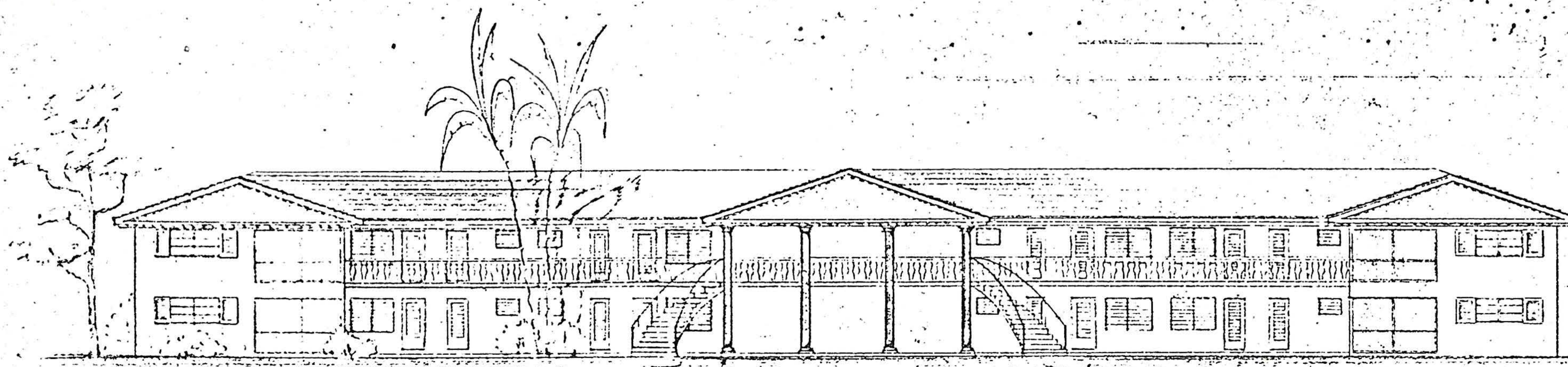
REVISED 11/20/63

GEO. B. CONNINGHAM
ARCHITECT
FOR
UNIVERSITY APTS

SHEET 4
5

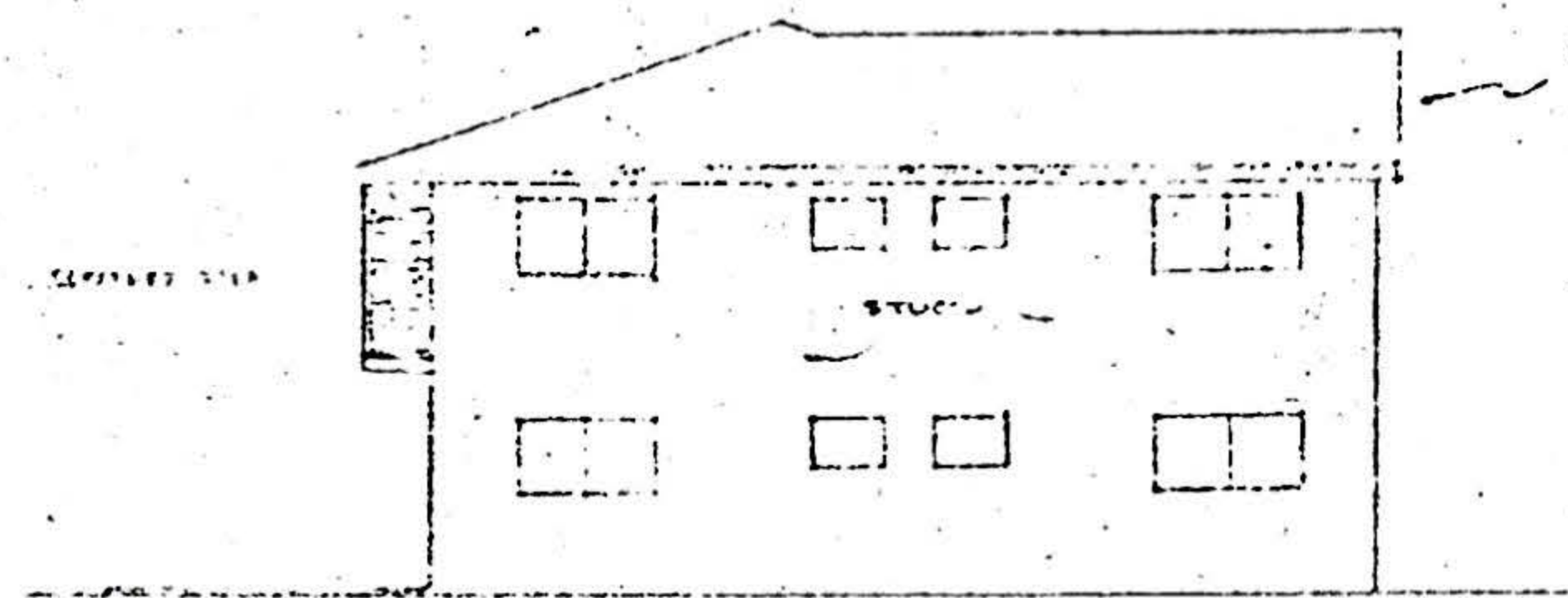
NOTES: CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
WRITTEN DIMENSIONS TO TAKE PRECEDENCE OVER SCALE.

FIGURE TO 11/20/63

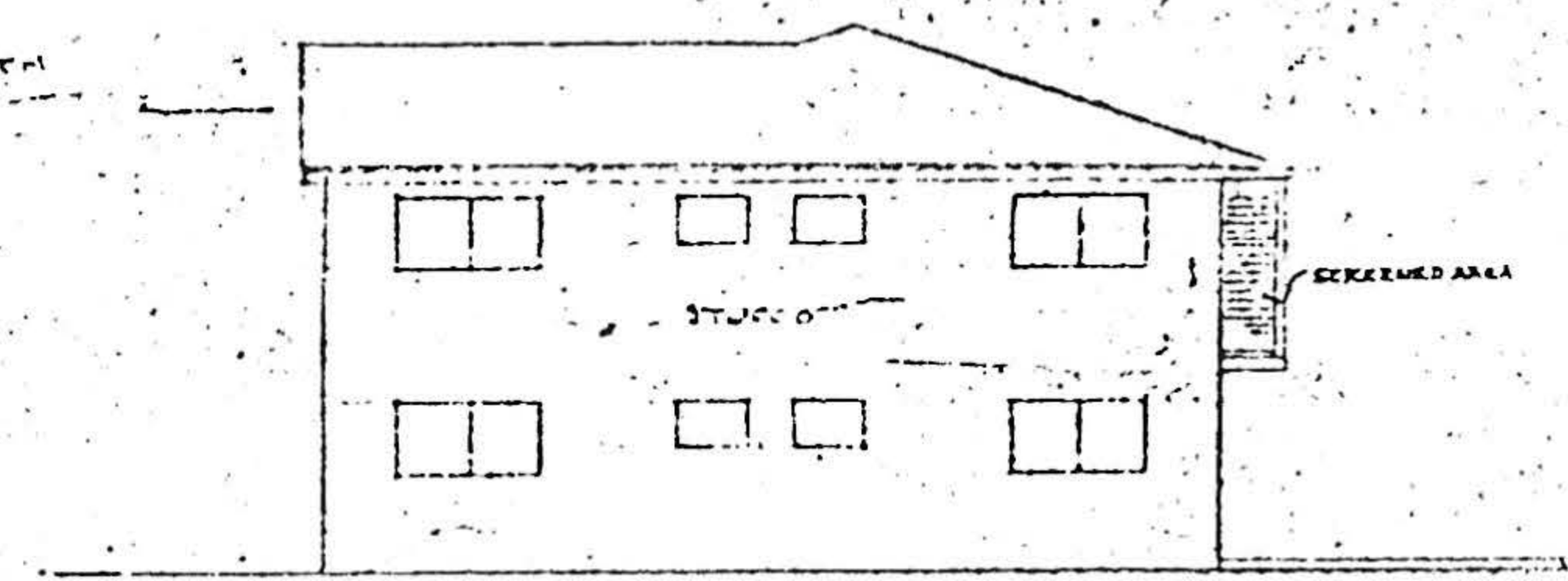


CONCRETE PRECAST FLUTED COLUMNS FROM ARTISTIC PLASTERING TAPERED TYPE

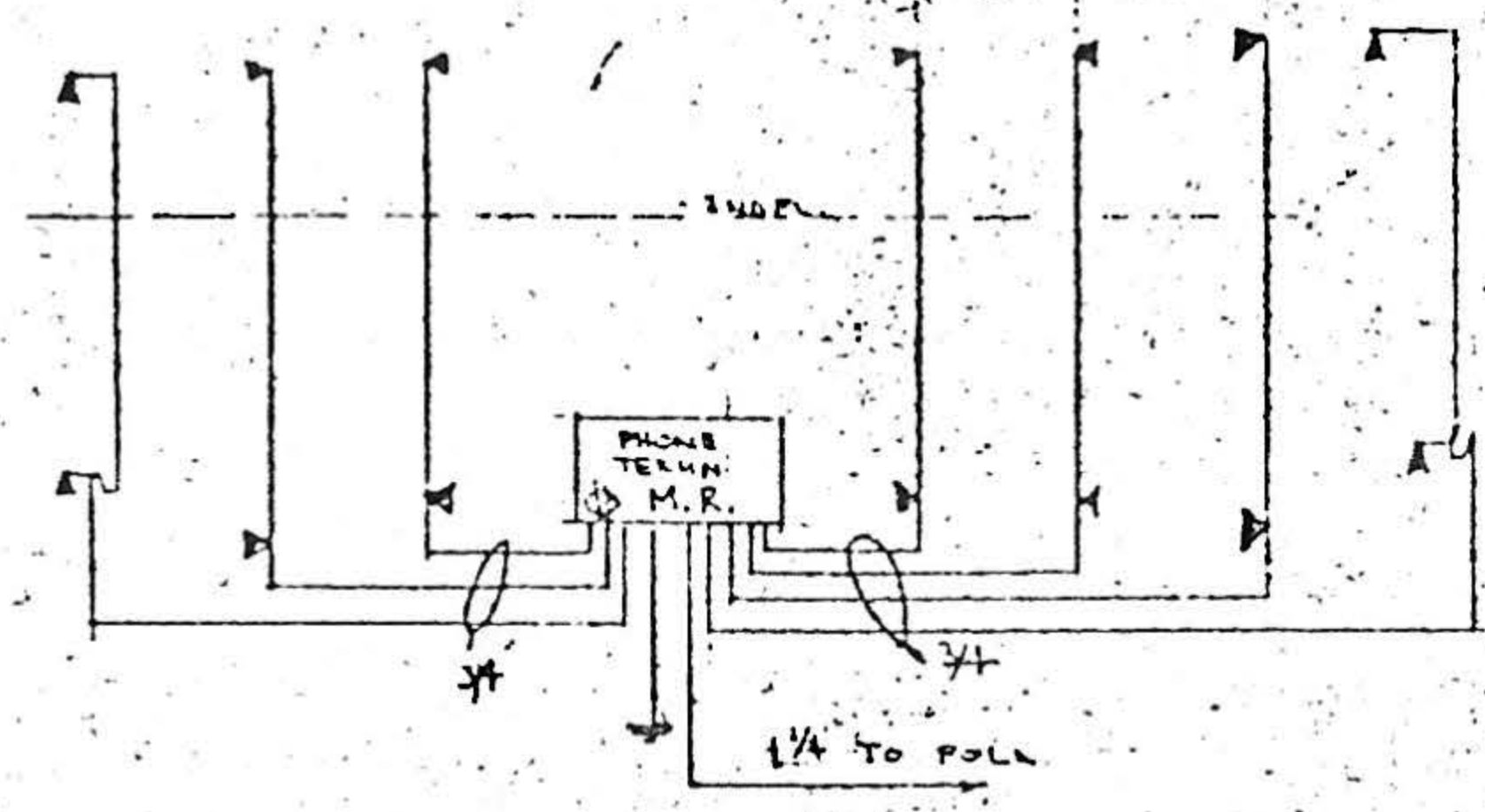
FRONT ELEVATION SCALE 1/8" = 1'



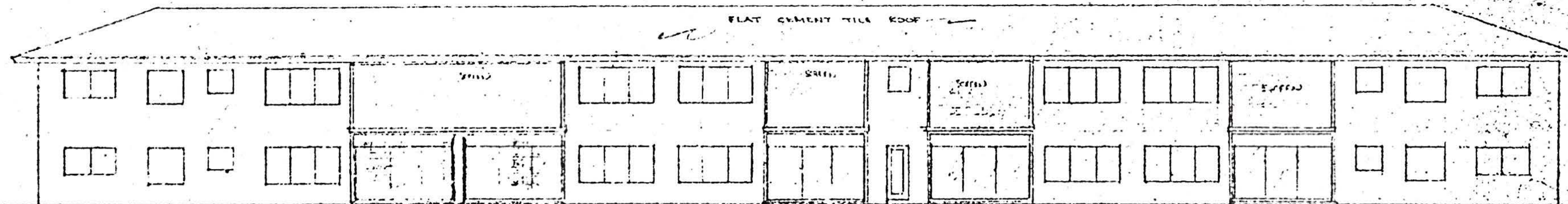
LEFT ELEVATION



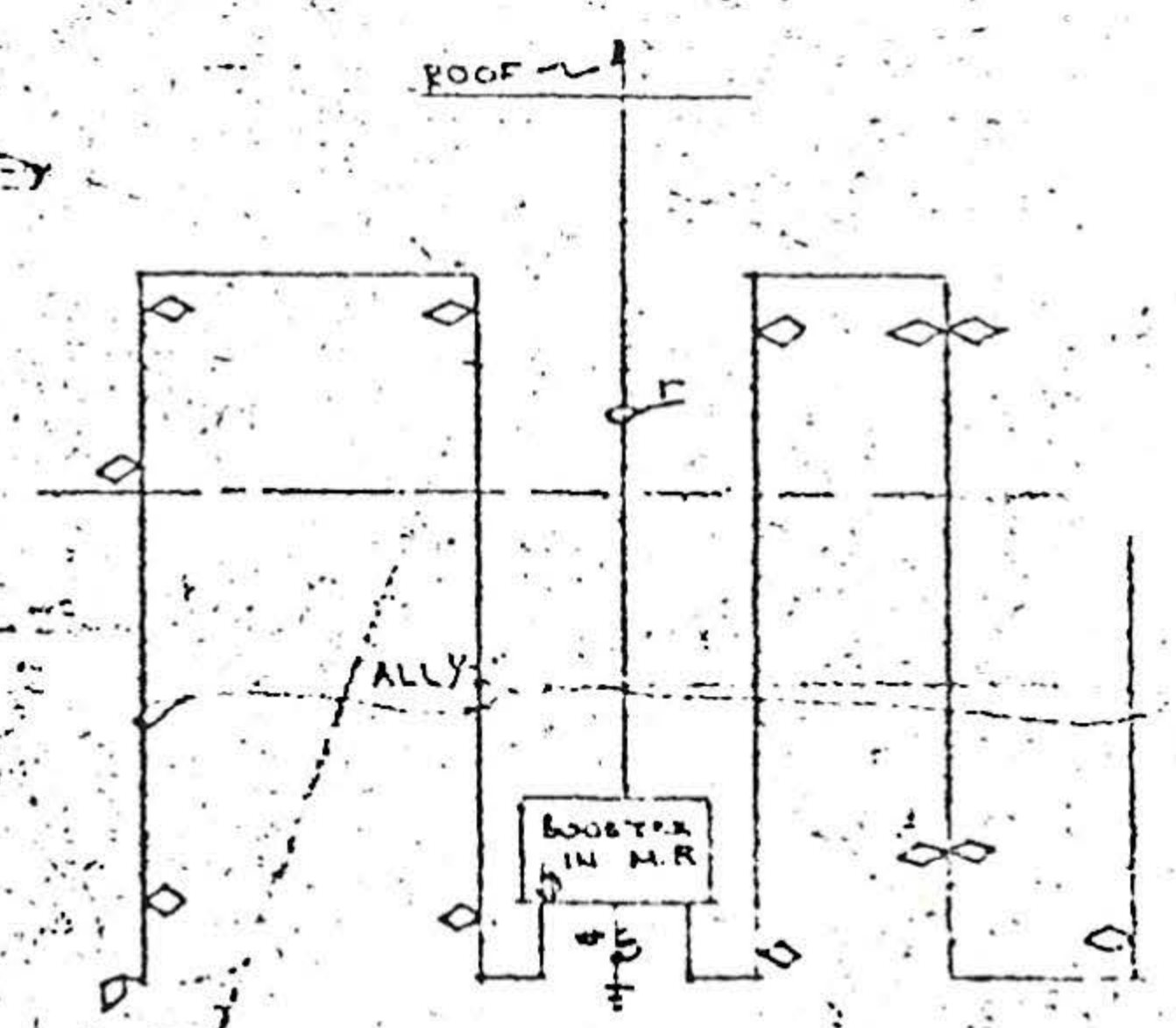
RIGHT ELEVATION



PHONE RISER NO SCALE



REAR ELEVATION SCALE 1/8" = 1'



TV RISER

FURNISH & INSTALL TV ANTENNA WIRE BRACKETS & OUTLETS TO RECEIVE LOCAL STATIONS.

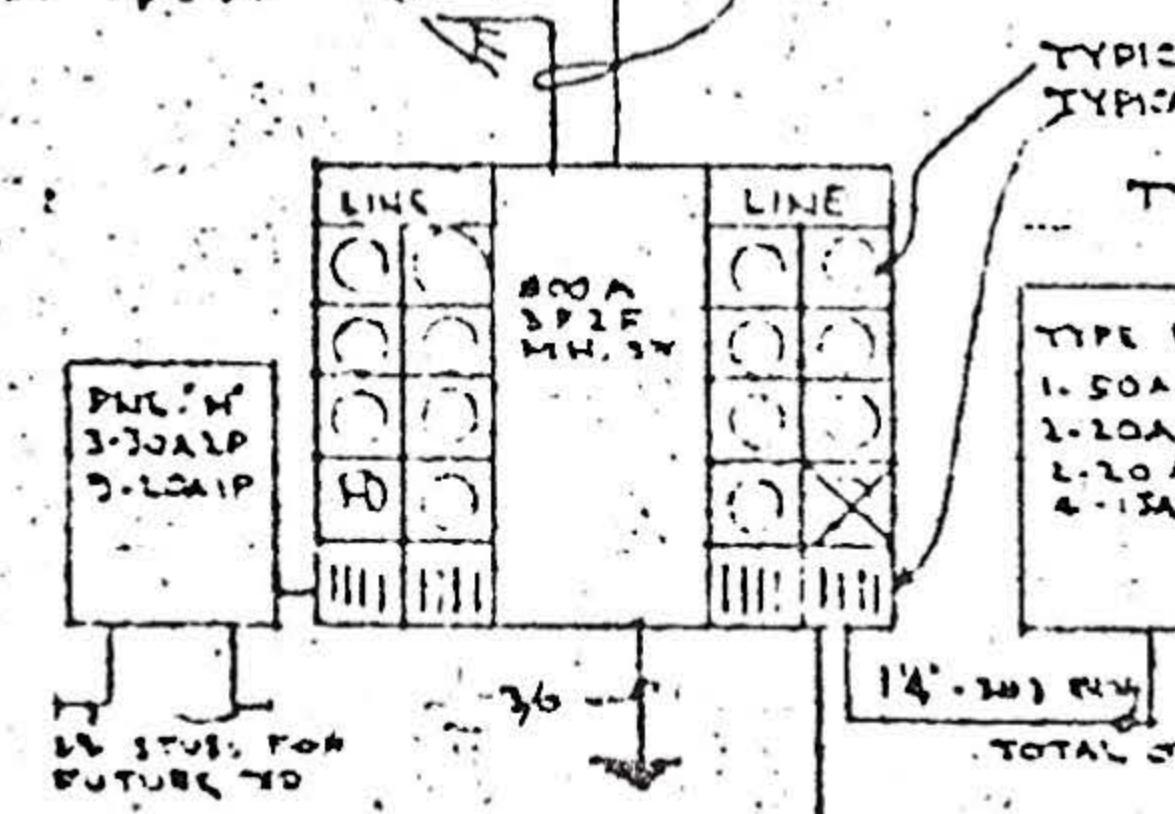
PANEL SCHEDULE

NO	FOR	AMP/POLE	LOAD	100%
1	DRYER	15AIP	15	
2	W.H.	15AIP	15	
3	W.H.	15AIP	15	
4	W.H.	15AIP	15	
5	W.H.	15AIP	15	
6	W.H.	15AIP	15	
7	W.H.	15AIP	15	
8	W.H.	15AIP	15	
9	W.H.	15AIP	15	
10	W.H.	15AIP	15	
11	W.H.	15AIP	15	
12	W.H.	15AIP	15	
TOTAL			180	

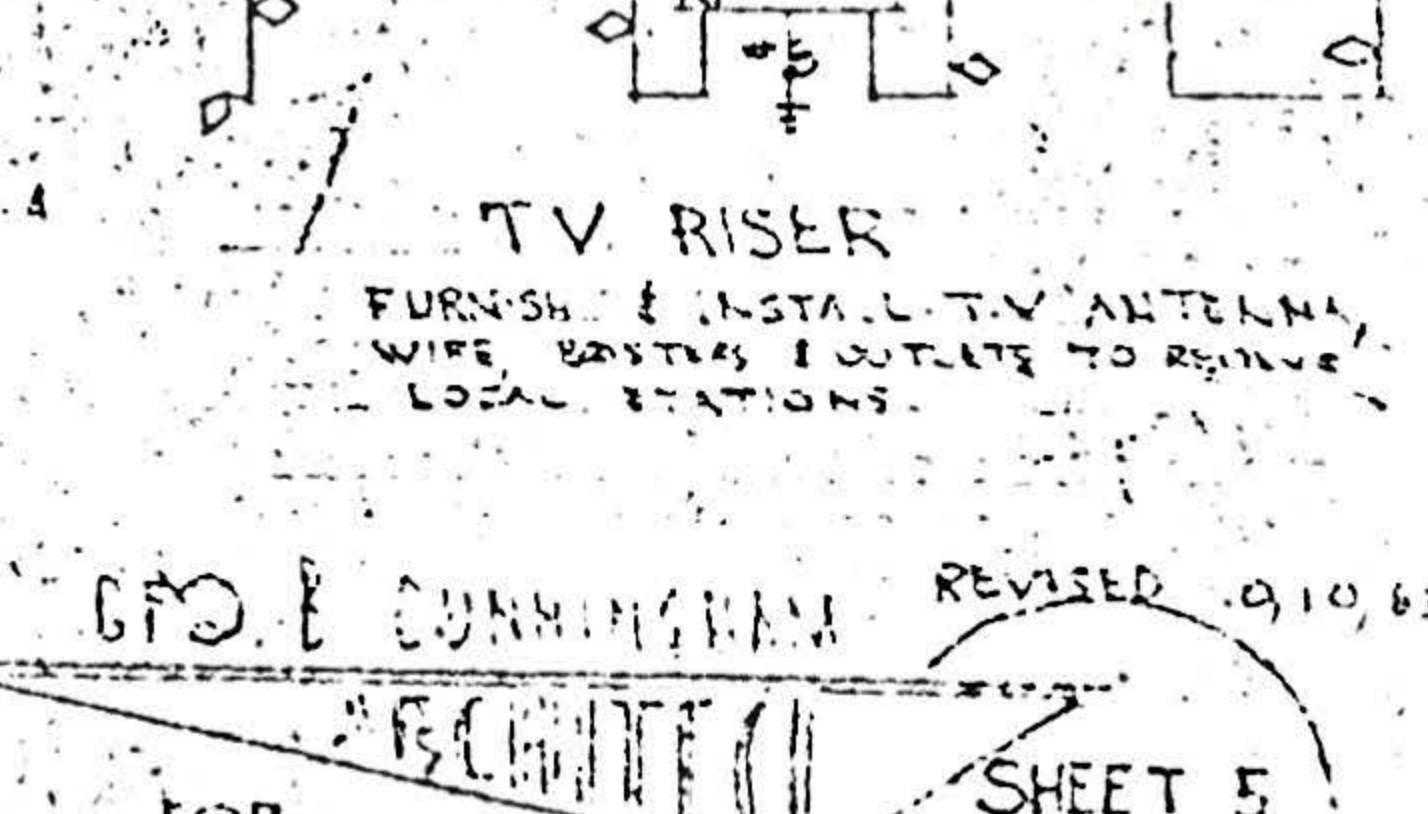
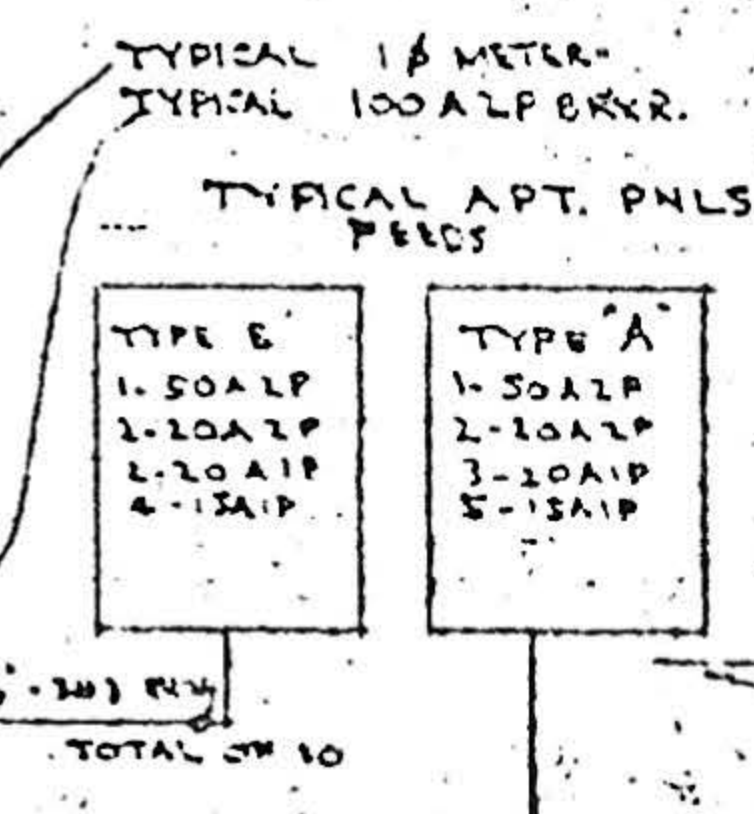
NO	FOR	AMP/POLE	LOAD	100%
1	RANGE	30AIP	30	
2	W.H.	15AIP	15	
3	A.C.	15AIP	15	
4	REF	15AIP	15	
5	REF	15AIP	15	
6	REF	15AIP	15	
7	REF	15AIP	15	
8	REF	15AIP	15	
9	REF	15AIP	15	
10	REF	15AIP	15	
11	REF	15AIP	15	
12	REF	15AIP	15	
TOTALS			360	
50% D.D.			180	
TOTAL DEMAND			180	
ALLOW FOR FUTURE			180	
TOTAL			360	

NO	FOR	AMP/POLE	LOAD	100%
1	RANGE	30AIP	30	
2	W.H.	15AIP	15	
3	A.C.	15AIP	15	
4	REF	15AIP	15	
5	REF	15AIP	15	
6	REF	15AIP	15	
7	REF	15AIP	15	
8	REF	15AIP	15	
9	REF	15AIP	15	
10	REF	15AIP	15	
11	REF	15AIP	15	
12	REF	15AIP	15	
TOTALS			360	
50% D.D.			180	
TOTAL DEMAND			180	
ALLOW FOR FUTURE			180	
TOTAL			360	

TO FPL CO. 210/240V 10-20



ELECTRICAL RISER NO SCALE



FOR UNIVERSITY APTS.

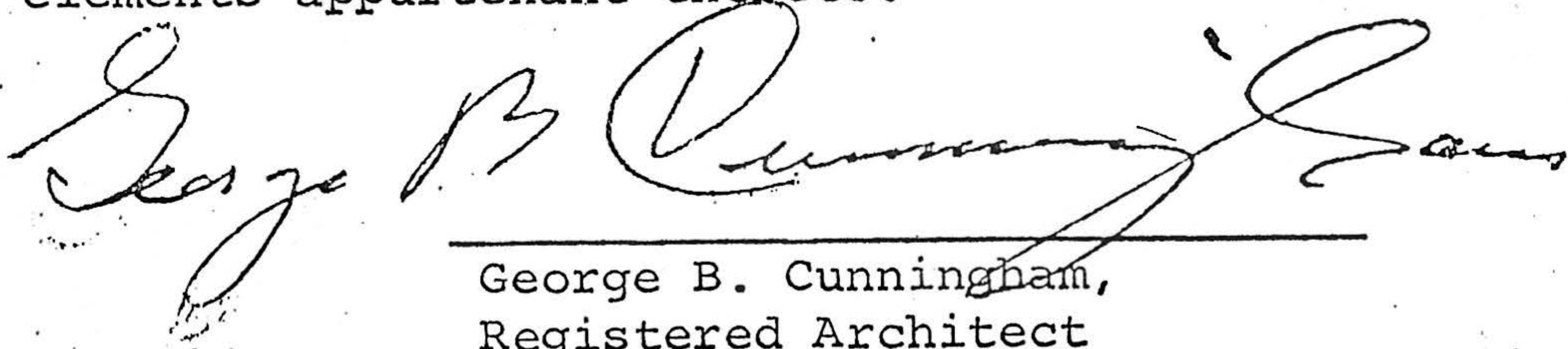
REVISOR TO 10/10/63

RECORD 1142 PAGE 270

SHEET 5 OF 5

ARCHITECT'S CERTIFICATE

I, GEORGE B. CUNNINGHAM, a Registered Architect, hereby certify that the attached plans, showing first floor plan, second floor plan and elevations, together with the survey of a portion of Tract III of Hidden Valley, Section One, prepared by Arnold J. Waldsmith, dated May 12, 1964, together with the wording of a Declaration of Condominium of University Apartments, to which the aforescribed plans are attached, constitutes a correct representation of the improvements therein described, and that there can be determined from said plans and said declaration the identification, location, dimension and size of each apartment unit and common elements appurtenant thereto.



George B. Cunningham,
Registered Architect
Florida Certificate No. 1808

EXHIBIT G

KURZINGER & HONCHELL
ATTORNEYS AT LAW
BOCA RATON, FLORIDA

FIRST UNIVERSITY
CONDOMINIUM ASSOCIATION, INC.

Rules and Regulations

1. As used herein the term "premises" includes the common elements; the buildings and structures on the Condominium property; and, the easement property.
2. Sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, and halls must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises.
3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of the premises, without the prior written consent of the Association.
4. No awnings or other projections shall be attached to the outside walls of the building and no blinds, shades or screens shall be attached to or hung in or used in connection with a window or door of the premises without the prior written consent of the Association.
5. No baby carriages, velocipedes, or bicycles shall be allowed in the elevator or allowed to stand in the halls, passageways of courts of the premises.
6. Children shall not play in the public halls, stairways or elevators. Children under twelve years of age shall not be allowed in the pool area unless accompanied by an adult.
7. Garbage and trash shall be disposed of only by the use of the garbage disposal unit or by the use of receptacle supplied by the Association. Garbage and trash must be brought to the garbage receptacle supplied by the Association.
8. Servants and domestic help of the unit owner may not gather or lounge in the public areas of the building or grounds except if such help is serving as governesses, nurse or baby sitter, and, then, may accompany children to the pool area.
9. The Association may retain a pass key to each unit. No unit owner shall alter any lock or install a new lock or knocker on any door of his unit without the written consent of the Association, or the Association's agent. In case such consent is given, the unit owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the unit.
10. No servants or employees of the Association shall be sent off the premises by any unit owner at any time for any purpose.

11. No unit owner shall allow anything whatever to fall from the window or door of the premises nor shall sweep or throw from the premises any dirt or other substance into any of the corridors, halls, elevator, ventilator or elsewhere in the building or upon the grounds.

12. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls or on the stairway, staircase landings nor shall anything be hung from the windows or balconies or placed upon the window sills. Neither shall any lines, cloths, clothing, curtains, rugs, mops be shaken or hung from any of the windows or doors. No fire exit shall be obstructed in any manner. No clothes lines shall exist upon any portion or any part of the premises.

13. No unit owner shall make or permit any disturbing noises on the premises by himself, his family, servants, employees, agents, visitors and licensees nor do anything by such persons that will interfere with the rights, comforts and convenience of other unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument or operate or suffer to be operated a phonograph, television set, or radio in his unit or upon the premises between the hours of 11:00 o'clock P.M. and the following 8:00 o'clock A.M. if the same shall disturb or annoy any other occupants of the building. No unit owner shall conduct or permit to be conducted vocal or instrumental practice nor give, nor permit to be given, vocal or instrumental instruction at any time.

14. No radio or television installation shall be made without the written consent of the Association. Any aerial erected on the roof or exterior walls of the building without the consent of the Association in writing is liable to removal without notice.

15. No animals of any kind shall be kept or harbored in the premises unless the same in each instance be expressly permitted in writing by the Association and such consent, if given, shall be revokable by the Association at any time. In no event shall any dog be permitted in the elevator or in any public portion of the building or the easement property unless carried or on lease nor on any grass or garden plot under any conditions.

By order of the Board of Directors of FIRST UNIVERSITY
CONDOMINIUM ASSOCIATION, INC.

ATTEST:

Marcia W. Cusumano

Dated this 10th day of January, 1965.

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 196____, between BOCA DEVELOPMENT CO., INC., a Florida corporation, hereinafter referred to as Grantor, and _____, whose post office address is _____ County and State of _____ hereinafter referred to as Grantee.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property and rights and interests in real property situate, lying and being in Palm Beach County, Florida, to-wit:

The Condominium parcel known as Apartment _____ of UNIVERSITY APARTMENT CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Records Book _____, Pages _____ through _____, of the Public Records of Palm Beach County, Florida

TOGETHER WITH, as an appurtenance to the Apartment contained within the afore-said Condominium Parcel, and easement for encroachments into the Common Elements or into the adjacent apartments by the perimeter walls, ceilings and floors surrounding said Apartment caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easement shall continue until such encroachment no longer exists; and

TOGETHER WITH an undivided interest in common with other Condominium Parcel owners in and to the easement upon certain real property described as the Servient Tenement in a "Declaration and Grant of Easement" recorded in Official Record Book _____, Page _____, of the Public Records of Palm Beach County, Florida, but subject to the rights, obligations and conditions therein contained.

All of the foregoing subject to the following:

(1) The provisions of the aforesaid Declaration of Condominium, and the documents therein referred to, which the Grantee assumes and agrees to perform.

EXHIBIT I

(2) All reservations, restrictions, covenants, agreements and easements of record, and taxes for the year 196__ and subsequent years.

(3) Perpetual easements for encroachments now existing or hereafter existing caused by the settlement or movements of improvements or caused by minor inaccuracies in building or rebuilding.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, BOCA DEVELOPMENT CO., INC. has caused these presents to be executed by its duly authorized officers and its corporate seal affixed the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

BOCA DEVELOPMENT CO., INC.

By _____
President

Attest _____
Secretary

(Corporate Seal)

STATE OF FLORIDA)
 :SS
COUNTY OF PALM BEACH)

BEFORE ME personally appeared _____
and _____, the President and Secretary,
respectively, of BOCA DEVELOPMENT CO., INC., a corporation under
the laws of the State of Florida, to me known to be the persons
who signed the foregoing instrument as such officers and acknow-
ledged the execution thereof to be their free act and deed as
such officers for the uses and purposes therein mentioned and
that they affixed thereto the official seal of said corporation,
and that the said instrument is the act and deed of said corpora-
tion.

WITNESS my hand and official seal, this _____ day
of _____, A.D., 196_____.

Notary Public

My Commission Expires:

ARTICLES OF INCORPORATION

OF

FIRST UNIVERSITY CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

I

NAME

The name of this corporation shall be FIRST UNIVERSITY CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be herein referred to as the "Association."

II

PURPOSE

The purpose for which this Association is organized is stated as follows:

1. A condominium known as UNIVERSITY APARTMENTS is constructed upon the following land in Palm Beach County, Florida, to-wit:

A portion of Tract III of Hidden Valley, Section One, as recorded in Plat Book 25, at Pages 113 and 114 of the Public Records of Palm Beach County, Florida.

(hereinafter referred to as the "Property.")

2. The documents creating the condominium provide for the ownership, operation, management and maintenance and use of fourteen (14) apartments in the Property, together with certain other improvements and easement property. This Association is organized for the purpose of providing a convenient means of administering the condominium by the owners thereof.

III

POWERS

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

60.30

RECEIVED
SEP 5 1 52 PM '64
OFFICE OF STATE
CLERK, FLORIDA

APPROVED AND FILED

[Signature]

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the Declaration, the By-Laws, and the Condominium Act.

2. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to the following:

A To enforce by legal means the provisions of the condominium documents, including these Articles, the Declaration of Condominium, the By-Laws, and the Condominium Act.

B To make and amend regulations respecting the use of the property in the condominium.

C To make and collect assessments against members to defray the costs of the condominium.

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

E To maintain, repair, replace and operate the condominium property and the easement property, and such other portions of the property as to which the Association has the right and power to maintain, repair and replace.

F The reconstruction of improvements after casualty and the further improvement of the Property as provided for in the Declaration.

G To approve or disapprove proposed purchasers, lessees and mortgagees of units.

H To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the condominium documents to have approval of the Board of Governors or the membership of the Association.

3. All funds and title of all property acquired by the Association, and the proceeds thereof, shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium.

IV

MEMBERS

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

1. The developer referred to as such in the Declaration of Condominium shall automatically be a member of the Association. Each unit owner shall automatically be a member of the Association. No other persons or entities shall be entitled to membership.

2. Except as to the developer, membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a change of record title to a condominium parcel in the condominium and the delivery to the Association of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association, and the membership of the prior owner shall be thereby terminated.

3. The share of a member in the funds and assets of the Association, in its common elements and its common surplus, and membership in this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit in the condominium.

4. The owner or owners collectively of each unit shall be entitled to one vote per unit. There shall not be more than fourteen (14) voters, and each unit shall have one vote. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

V

BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of not more than nine (9) nor less than three (3) Directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three (3) Directors.

2. Directors of the Association shall be appointed or elected at the annual meeting of members in the manner determined by the By-Laws, except that for a period not to exceed five (5) years, or so long as BOCA DEVELOPMENT CO., INC., or its successors, is the owner of not less than seven (7) units, it shall have the right to elect the majority of the Directors, who need not be residents of the condominium, and for so long as said corporation is the owner of not less than three (3) units, it shall have the right to elect at least 35% of the Directors, who need not be residents of the condominium. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided for by the By-Laws.

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

<u>NAME</u>	<u>ADDRESS</u>
ARNOLD F. KURZINGER	279 North Federal Highway Boca Raton, Florida
ROBERT I. HONCHELL	279 North Federal Highway Boca Raton, Florida
SHIRLEY SPECHT	279 North Federal Highway Boca Raton, Florida

VI

OFFICERS

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

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
ARNOLD F. KURZINGER	President	279 North Federal Highway Boca Raton, Florida
ROBERT I. HONCHELL	Secretary	279 North Federal Highway Boca Raton, Florida
SHIRLEY SPECHT	Treasurer	279 North Federal Highway Boca Raton, Florida

VII

IDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are

incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

VIII

BY-LAWS

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

IX

AMENDMENTS

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

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which such proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of said bodies, it must be approved by the other. Such approval must be by seventy-five (75) percent of the members of the Association. Directors and members not present at the meetings may express their approval in writing.
3. No amendment may be made to the Articles of Incorporation which shall in any manner reduce, amend, affect or modify the obligations as to amendments set forth in the Declaration of Condominium, the By-Laws or the Condominium Act.
4. A copy of each amendment shall be certified by the Secretary of State.

X

TERM

The term of the Association shall be the life of the Condominium, unless the Association is terminated sooner in accordance with the Declaration. The Association shall be terminated by the termination of the condominium in accordance with the provisions of the Declaration of Condominium, the By-Laws and the Condominium Act.

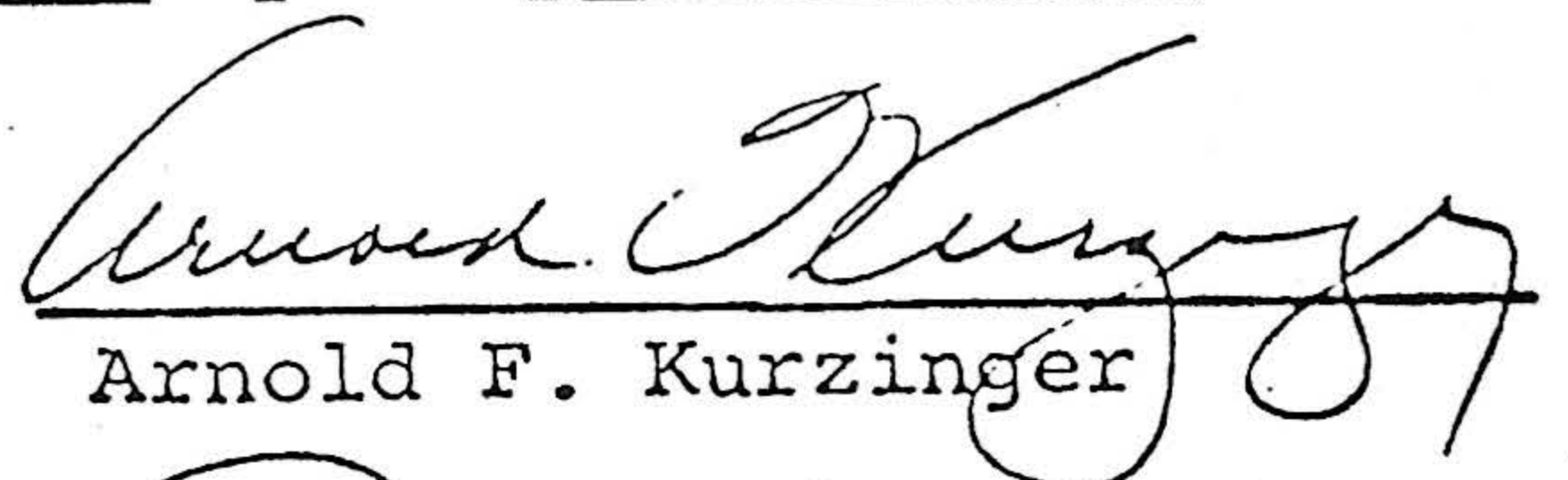
XI

SUBSCRIBERS

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

<u>NAME</u>	<u>ADDRESS</u>
ARNOLD F. KURZINGER	279 North Federal Highway Boca Raton, Florida
ROBERT I. HONCHELL	279 North Federal Highway Boca Raton, Florida
SHIRLEY SPECHT	279 North Federal Highway Boca Raton, Florida

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 22nd day of SEPTEMBER, 1964.


Arnold F. Kurzinger


Robert I. Honchell


Shirley Specht

STATE OF FLORIDA)
:ss
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared ARNOLD F.

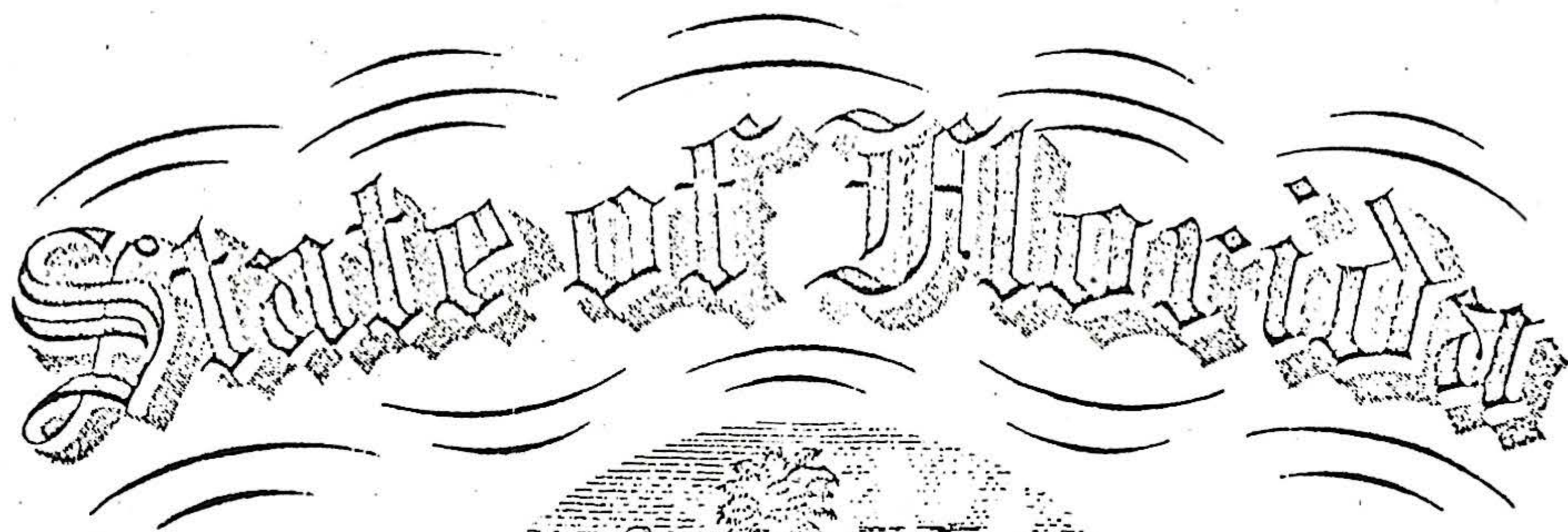
KURZINGER, ROBERT I. HONCHELL and SHIRLEY SPECHT, to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 22nd day of September, 1964.

Morton C. Gould
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES DEC. 8, 1967



J. Tom Adams, Secretary of State of the State of Florida,
do hereby certify that the above and foregoing is a true and correct copy of

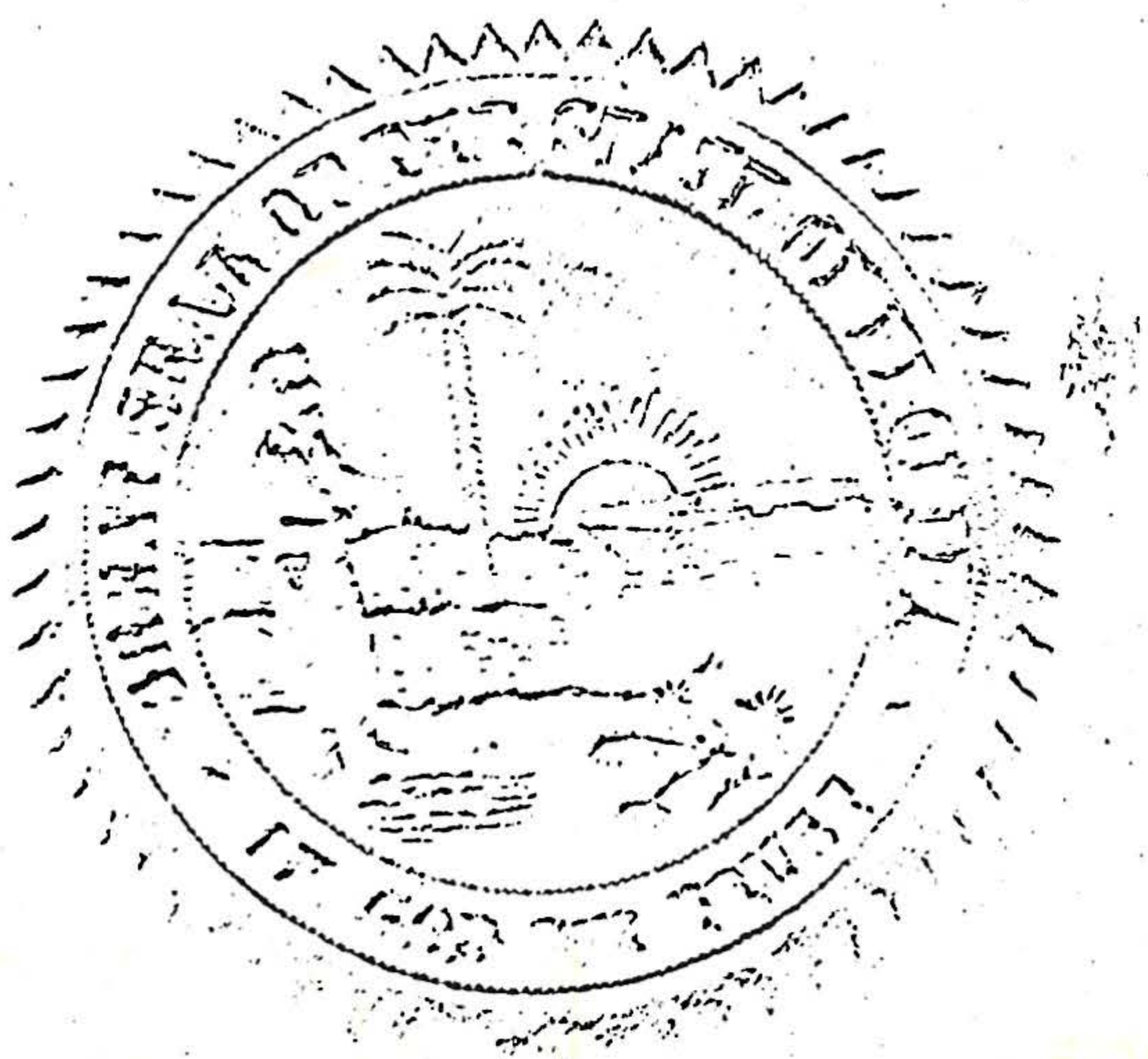
CERTIFICATE OF INCORPORATION

OF

FIRST UNIVERSITY CONDOMINIUM ASSOCIATION, INC.,

a corporation not for profit organized and existing under
the Laws of the State of Florida, filed on the 25th day
of September, A. D., 19 64 as shown by the records of
this office.

Given under my hand and the Great Seal of
the State of Florida at Tallahassee, the Capital,
this the 25th *day of* September,
A. D. 19 64.



Secretary of State

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

BY - LAWS

OF

FIRST UNIVERSITY CONDOMINIUM ASSOCIATION, INC.

SECTION I

IDENTITY. These are the By-Laws of FIRST UNIVERSITY CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (hereinafter referred to as the "Association"). The Association has been organized for the purpose of administering a condominium on land situate in Boca Raton, Palm Beach County, Florida.

1. The office of the Association shall be, for the present, 279 North Federal Highway, Boca Raton, Florida, and thereafter may be located at any place in Palm Beach County, Florida, designated by the Board of Directors.

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

3. The seal of the corporation shall bear the name of the corporation; the word "Florida"; the words "Corporation not for profit".

4. The provisions of these By-Laws shall be interpreted in accordance with the definitions and provisions of Chapter 711, Florida Statutes, The Condominium Act, the Declaration to which these By-Laws are attached, and the Articles of Incorporation of the Association.

SECTION II

MEMBERS: VOTING: MEETINGS.

1. The developer shall be a member of the Association.

2. Every unit owner shall be a member of the Association.

3. Voting rights shall be as stated in the Declaration. Such votes may be cast in person or by proxy. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of meeting.

4. The annual members' meeting shall be held in the office of the Association at 8:00 o'clock P.M., Eastern Standard Time, on the second Monday in January of each year, commencing with the year 1965, for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Monday.

EXHIBIT K

KURZINGER & HONCHELL

ATTORNEYS AT LAW

BOCA RATON, FLORIDA

5. Special meetings shall be held at any place within the State of Florida whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from one-third (1/3rd) of the entire membership.

6. Notice of all members' meetings stating the time and place within the State of Florida and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association, and shall be mailed or delivered by hand not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing and/or service shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

7. A secret written ballot may be requested upon demand by any member during the course of any vote upon any question before any members' meetings.

8. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

9. Adjourned meetings. If any meeting of members cannot be organized because a quorum is 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.

10. The order of business at annual members' meetings, and, as far as practicable at all other members' meetings, shall be: (a) election of Chairman of the meeting; (b) call 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 inspectors of election; (h) election of Directors; (i) unfinished business; (j) new business; (k) adjournment.

11. It shall be obligatory for all members to abide by the uniform rules and regulations adopted by the Board of Directors from time to time, and the same shall be enforceable in the same manner as the By-Laws.

SECTION III

BOARD OF DIRECTORS.

1. The Board of Directors shall consist of no less than three (3) persons and no more than nine (9) as is determined from time to time by the members. Except as herein otherwise provided, each member of the Board of Directors

shall be either the owner of a unit, an interest therein, or shall be an employee of such owner.

2. Election of Directors shall be conducted in the following manner:

(a) Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(b) Vacancies in the Board of Directors shall be filled until the next annual meeting by the remaining Directors.

(c) Whichever of the following periods is the sooner to occur, for a period not to exceed five (5) years from the date of recordation of the Declaration, or as long as BOCA DEVELOPMENT CO., or its successors, owns not less than two (2) units, it shall have the right to elect at least thirty five (35%) percent of the Directors, who, in either case, need not be residents of the condominium.

3. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4. A Director may be removed from office upon the affirmative vote of two-thirds (2/3rds) of the unit owners for any reason deemed by the unit owners to be detrimental to the best interests of the Association; provided, however, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal.

5. The organizational meeting of a newly elected Board of Directors shall 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 the organizational meeting shall be necessary, providing a quorum shall be present.

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

7. Special Meetings of the Directors may be called by the President or the Vice President and must be called by the Secretary at the written request of one-third (1/3rd) of the votes of the Board of Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.

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

9. A quorum at the 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 voters present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Directors there shall be 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 which might have been transacted at the meeting as originally called may be transacted without further notice.

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

11. Directors' fees, if any, shall be determined by the members.

SECTION IV

Powers and Duties of the Board of Directors. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the Condominium Act, the Articles of Incorporation of the Association and the documents establishing the condominium. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration, and shall include but not be limited to the following.

1. Make and collect assessments against members to defray the costs of the condominium;

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

3. The maintenance, repair, replacement and operation of the condominium property and the easement property;

4. The reconstruction of improvements after casualty and the further improvement of the property;

5. To make and amend regulations with respect to the use of the property in the condominium;

6. To approve or disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided for in the condominium documents.

7. To enforce by legal means the provision of the Condominium Documents, the Articles of Incorporation, the By-Laws of the Association, the Rules and Regulations, and the applicable provisions of the Condominium Act.;

8. To contract for the managements of the condominium and to delegate to such contractor all powers and duties of the Association except as are specifically required by the condominium documents to have approval by the Board of Directors or the membership of the Association.

9. To pay taxes and assessments which are liens against any part of the condominium other than the individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.

10. To carry insurance for the protection of unit owners and the Association against casualty and liability.

11. To pay the cost of all power, water, sewer and other utilities services rendered to the condominium and not billed to owners of individual units.

12. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of this Association.

SECTION V

OFFICERS

1. Executive Officers of the corporation shall be a President, who shall be a Director; a Vice President, who shall be a Director; and a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be pre-emptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall 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.

2. 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 discretion determine appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the 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.

4. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

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

6. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall 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 condominium.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

1. Assessment roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment and for each unimproved apartment building site. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. Budget.

(a) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

(1) General expense budget:

(i) Maintenance and operation of general common areas:

Club house
Landscaping
Office and shop
Streets and walkways
swimming pool

- (ii) Utility services
- (iii) Casualty insurance
- (iv) Liability insurance
- (v) Administration

(2) Apartment expense budget for each apartment building:

- (i) Building maintenance and repair
- (ii) Landscaping
- (iii) Casualty insurance
- (iv) Liability insurance

(3) Proposed assessments against each member:

- (i) General expense budget
- (ii) Apartment building expense budget

(b) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

④ An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

5. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the assessments against members for recurring expenses. The premiums on such bonds shall be paid by the Association.

8. Parliamentary rules. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Corporation or with the Statutes of the State of Florida.

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

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

2. A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and 75% of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express the approval in writing.

3. Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other.

✓ 4. Effective date. An amendment when adopted shall become effective only after being recorded in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the By-Laws of FIRST UNIVERSITY CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on JANUARY 10, 1965.

Marcia H. Creswell
Secretary

[Signature]
President



Recorded in Official Record Book
of Palm Beach County, Florida
JOHN B. DUNKLE
CLERK OF CIRCUIT COURT