

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE CROSSINGS OF BOYNTON BEACH

This Third Amendment to Declaration, dated this 16th day of February, 1984, by SPH ASSOCIATES, a Florida general partnership, "DEVELOPER",

WITNESSETH:

WHEREAS, DEVELOPER recorded the Declaration of Condominium for Phase I of THE CROSSINGS OF BOYNTON BEACH on October 27, 1983, in Official Records Book 4071, commencing at Page 1175, of the Public Records of Palm Beach County, Florida, "Initial Filing"; and

WHEREAS, Developer wishes to submit the lands and improvements herein described to condominium ownership and use in the manner provided by law;

NOW, THEREFORE, DEVELOPER covenants and agrees as follows:

1. Phases 4 and 6 of THE CROSSINGS OF BOYNTON BEACH, as legally described on attached Exhibit "A", is hereby submitted to condominium ownership and use in accordance with this Third Amendment to Declaration and the Initial Filing.

2. Upon recordation of this Amendment to Declaration, the percentage or porportion of the ownership interest in the common elements appurtenant to each unit shall be one one-hundred-ninety-second (1/192nd).

3. The property hereby submitted to condominium ownership and use is substantially complete at set forth on attached Exhibit "B".

IN WITNESS WHEREOF, the DEVELOPER has executed this Third Amendment to Declaration the day and year first above written.

WITNESSES:

John White

Laurie A. Zolnay

AND

Catherine J. Hickey

Debra A. Rix

SPH ASSOCIATES, a Florida general partnership

BY: HMB DEVELOPMENT, INC., a Florida Corporation, as General Partner

BY: Robert S. Hamilton
ROBERT S. HAMILTON
PRESIDENT

ATTEST: [Signature]

BY: THE ST. PAUL CORPORATION, a Florida corporation, as General Partner

BY: George A. Klein
George A. Klein, Vice President

ATTEST: [Signature]
Rebecca A. Klein

Approved by & RETURN TO: JOHN WHITE, II
3015 101st Street
1435 14th Street
West Palm Beach, FL 33411
813-755-1101

STATE OF FLORIDA

55)

3

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County first aforesaid, personally appeared James F. Hamilton and [Signature] as PRESIDENT and SECRETARY of HMB DEVELOPMENT, INC., as General Partner of SPH ASSOCIATES, a Florida general partnership, to me known to be the persons described in; and who executed the foregoing instrument and they acknowledged before me that they executed the same as said partner of said partnership, and that said instrument is the free act and deed of said partnership.

WITNESS my hand and official seal, this 21st day of FEBRUARY 1984.

Teresa R. Harrison
Notary Public, State of Florida

My Commission Expires:

Notary Public State of Florida-at-large
My commission expires August 16, 1980

STATE OF MARYLAND

) SS

CITY OF BALTIMORE

)

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County first aforesaid, personally appeared George A. Klein and Regina A. Lee as PRESIDENT and SECRETARY of THE ST. PAUL CORPORATION, as General Partner of SPH ASSOCIATES, a Florida general partnership, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as said partner of said partnership, and that said instrument is the free act and deed of said partnership.

WITNESS my hand and official seal, this 16th day of February
1984.

B. J. M. M.
Notary Public, State of Maryland

My Commission Expires: July 1, 1986.

7211152

CONSENT OF MORTGAGEE

MERRITT CAPITAL CORPORATION, a Maryland corporation,
hereby consents to the Second Amendment to the Declaration
of Condominium of THE CROSSINGS OF BOYNTON BEACH.

Signed, sealed and delivered MERRITT CAPITAL CORPORATION
in the presence of:

Regina A. Lee
Deborah A. King

By: [Signature]
Vice President
George A. Klein
Attest: [Signature]
Regina A. Lee, Secretary
(SEAL)

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

I HEREBY CERTIFY that on this 16th day of February,
1984, before me personally appeared George A. Klein
and Regina A. Lee as Vice President
and Secretary respectively of Merritt Capital
Corporation, to me known to be the persons who signed the
foregoing instrument as such officers and acknowledged the
execution thereof to be their free acts and deeds as such
officers for the uses and purposes therein mentioned and
that the said instrument is the act and deed of said cor-
poration.

[Signature]
Notary Public
State of Maryland

My Commission Expires: July 1, 1986

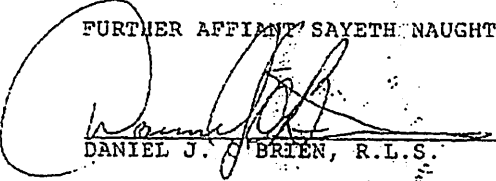
SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority duly authorized to administer oaths, and take acknowledgement, personally appeared DANIEL J. O'BRIEN, who after first being duly cautioned and sworn, deposed and states as follows:

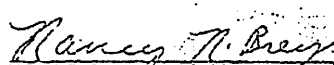
1. That he is the duly registered land surveyor under the Laws of the State of Florida, holding Certificate No. 1601.
2. That the attached 7 sheets delineates the existing improvements on the condominium property of Lots 9 & 10 only, Phase 6 of THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM, said Phase 6 being Lots 9, 10, 11 & 12, according to the plat of THE CROSSINGS OF BOYNTON BEACH, P.U.D., as recorded in plat book 45 at pages 170 and 171 of the public records of Palm Beach County, Florida.
3. Affiant hereby certifies that the construction of the existing improvements shown for Lots 9 & 10 of said Phase 6 is substantially complete and that the attached 7 sheets together with the wording of the declaration relating to matters of survey is an accurate representation of the improvements described thereon and there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit.

FURTHER AFFIANT SAYETH NAUGHT


DANIEL J. O'BRIEN, R.L.S.

DATE February 17, 1984

SWORN TO AND SUBSCRIBED before me
this 17th day of February 1984


Nancy N. Breen
Notary Public, State Of Florida At Large
My Commission Expires Nov. 20, 1987
Bonded By E2860 Insurance Company of America
NOTARY PUBLIC STATE OF FLORIDA at Large

APPENDIX "B"

Sheet 1 of 7 Sheets



FIRST FLOOR PLAN BUILDING 9

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +15.57

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +23.57

LEGEND:

" +15.57 " DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"A, B, C, D" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"—" = ENTRY DOOR

"—" = WOOD FENCE

"P" = CONC. PORCH OR RATIO

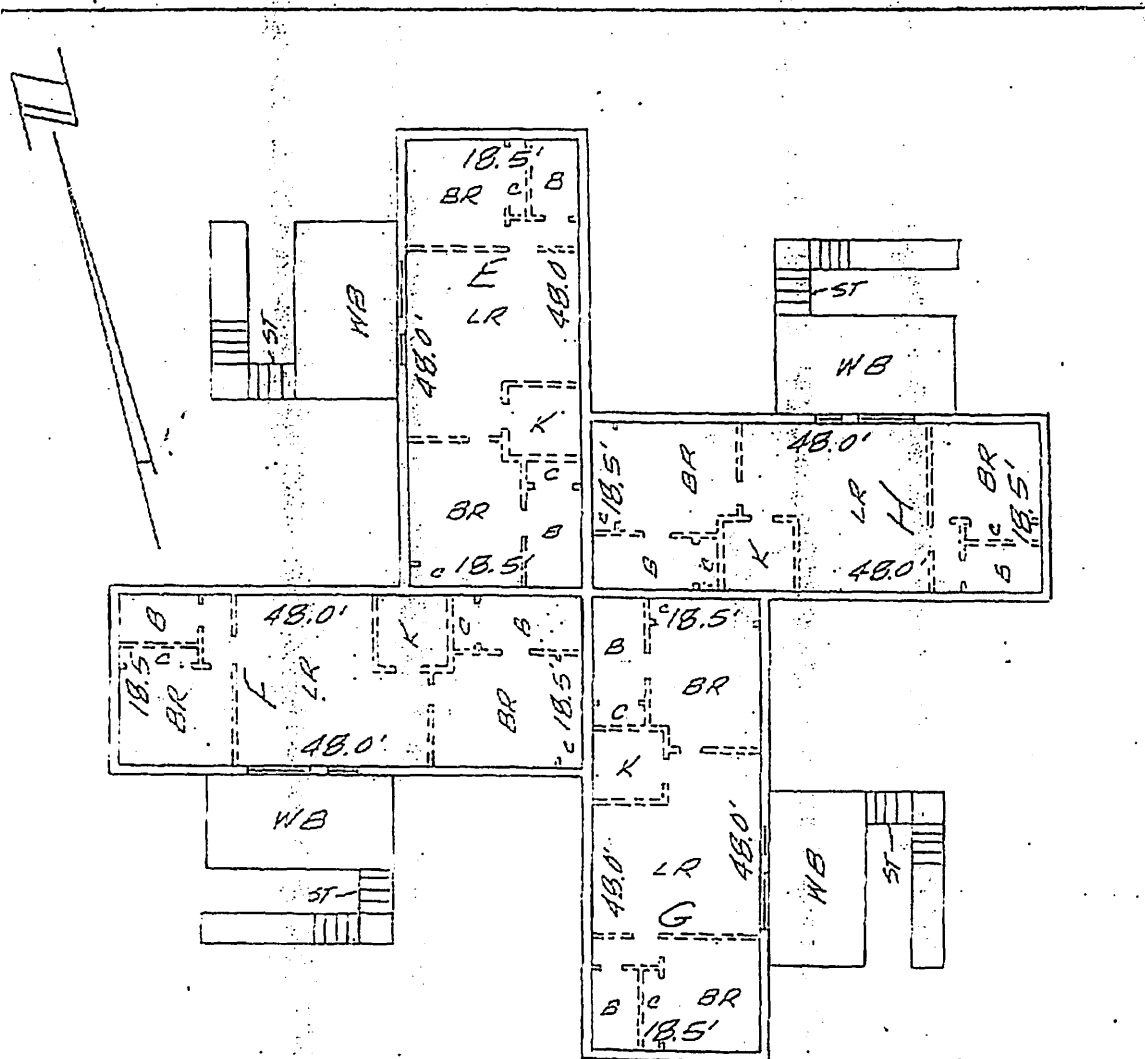
"W" = CONC. WALK

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: FEBRUARY 15, 1984 SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS



SECOND FLOOR PLAN BUILDING 9

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +25.15

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +33.15

LEGEND:

"+25.15" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"E, F, G, H" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"—" = ENTRY DOOR

"WB" = WOOD BALCONY

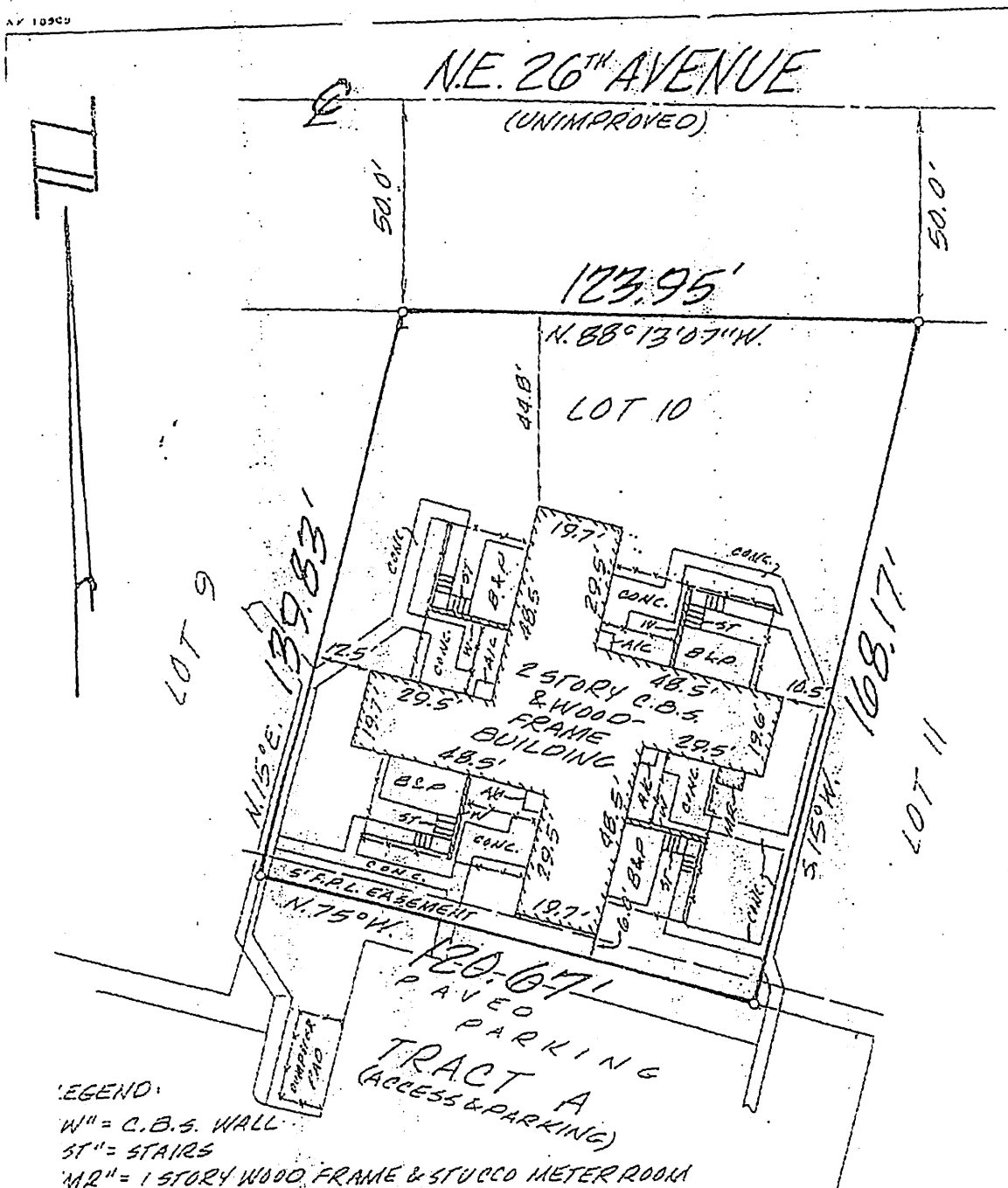
"ST" = WOOD STAIRS

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

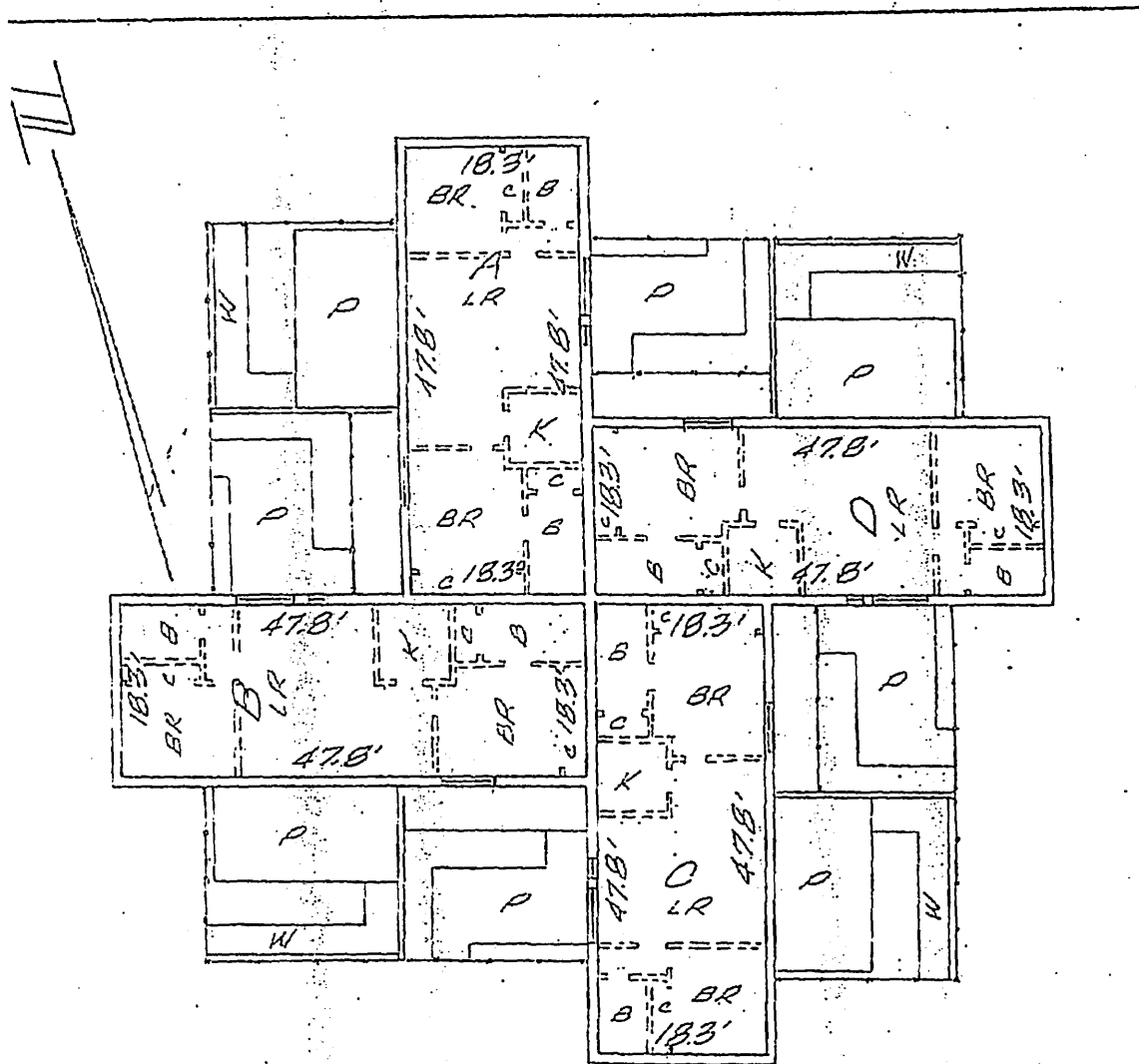
DATE: FEBRUARY 15, 1984 SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS



Benissand, and C...



FIRST FLOOR PLAN BUILDING 10

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +15.04

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +23.04

LEGEND:

+15.04" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

A, B, C, D" = UNIT NUMBER

BR" = BEDROOM

C" = CLOSET

LR" = LIVING ROOM

K" = KITCHEN

B" = BATHROOM

== " = ENTRY DOOR

— " — = WOOD FENCE

"P" = CONC. PORCH OR PATIO

"W" = CONC. WALK

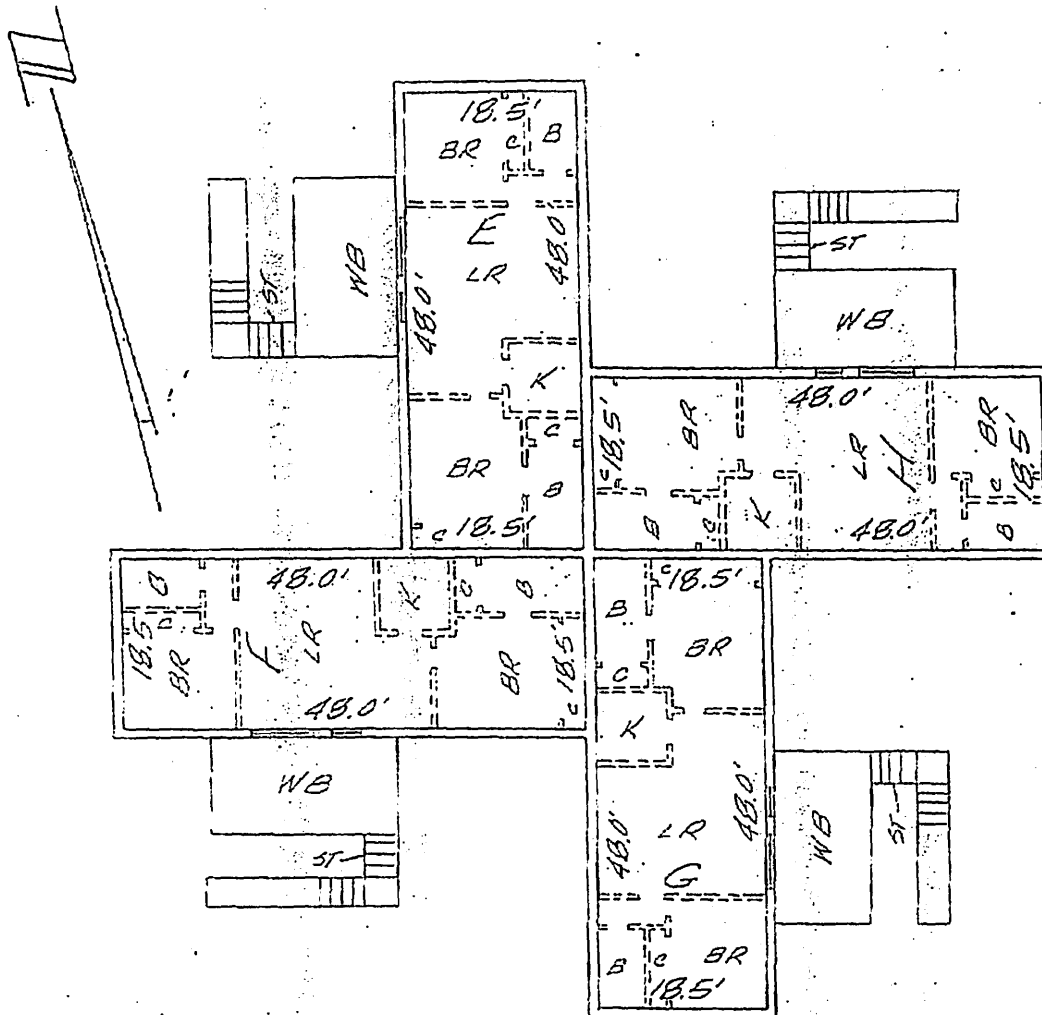
E CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE FEBRUARY 15, 1984 SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

REPLY TO:



SECOND FLOOR PLAN BUILDING 10

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +24.62

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +32.62

LEGEND:

" +24.62 " DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"E, F, G, H" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"—" = ENTRY DOOR

"WB" = WOOD BALCONY

"ST" = WOOD STAIRS

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: FEBRUARY 15, 1984

SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.
LAND SURVEYORS — ENGINEERS — LAND PLANNERS

RECORD VERIFIED
PALM BEACH COUNTY FLA
JOHN B. DUNKLE
CLERK OF COUNTY

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE CROSSINGS OF BOYNTON BEACH

This instrument was prepared by:
Smathers & Thompson
NAME
1675 Palm Beach Lakes Blvd
ADDRESS
West Palm Beach, Florida
CITY AND STATE

This Third Amendment to Declaration, dated this 20th day of
March, 1984, by SPH ASSOCIATES, a Florida general partnership,
"DEVELOPER",

WITNESSETH:

WHEREAS, DEVELOPER recorded the Declaration of Condominium for
Phase I of THE CROSSINGS OF BOYNTON BEACH on October 27, 1983, in
Official Records Book 4071, commencing at Page 1175, of the Public
Records of Palm Beach County, Florida, "Initial Filing"; and

WHEREAS, Developer wishes to submit the lands and improvements
herein described to condominium ownership and use in the manner provided
by law;

NOW, THEREFORE, DEVELOPER covenants and agrees as follows:

1. Phase 7 of THE CROSSINGS OF BOYNTON BEACH, as legally
described on attached Exhibit "A", is hereby submitted to condominium
ownership and use in accordance with this Third Amendment to Declaration
and the Initial Filing.

2. Upon recordation of this Amendment to Declaration, the
percentage or proportion of the ownership interest in the common ele-
ments appurtenant to each unit shall be one two-hundred-fortieth
(1/240th).

3. The property hereby submitted to condominium ownership and
use, is substantially complete at set forth on attached Exhibit "B",
Surveyor's Certificate, including lost 11 and 12 of Phase 6.

IN WITNESS WHEREOF, the DEVELOPER has executed this Third Amendment
to Declaration the day and year first above written.

WITNESSES:

John Wharton
Terrell Harrison

SPH ASSOCIATES, a Florida general
partnership

BY: HMB DEVELOPMENT, INC., a Florida
Corporation, as General Partner

BY: Robert E. Hamilton, President

ATTEST:

AND

G. Marie Krawinski

BY: THE ST. PAUL CORPORATION, a
Florida corporation, as General
Partner

BY: Mark

RECEIVED

STATE OF FLORIDA

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) SS

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I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County first aforesaid, personally appeared Robert F. Hamilton, and _____ as PRESIDENT and SECRETARY of HMB DEVELOPMENT, INC., as General Partner of SPH ASSOCIATES, a Florida general partnership, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as said partner of said partnership, and that said instrument is the free act and deed of said partnership.

WITNESS my hand and official seal, this 21st day of MARCH 1983.

Notary Public, State of Florida

My Commission Expires:

Notary Public state of Florida at large
My commission expires August 16, 1928

STATE OF MARYLAND

SS

CITY OF BALTIMORE

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County first aforesaid, personally appeared ANTHONY SCHWARTZ and REGINA M. LEE as PRESIDENT and SECRETARY of THE ST. PAUL CORPORATION, as General Partner of SPH ASSOCIATES, a Florida general partnership, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as said partner of said partnership, and that said instrument is the free act and deed of said partnership.

WITNESS my hand and official seal, this 2nd day of March
1983.

Notary Public, State of Maryland

My Commission Expires: 11/11/2011

CONSENT OF MORTGAGEE

MERRITT CAPITAL CORPORATION, a Maryland corporation,
hereby consents to the Third Amendment to the Declaration of
Condominium of THE CROSSINGS OF BOYNTON BEACH.

Signed, sealed and delivered MERRITT CAPITAL CORPORATION
in the presence of:

C. Thomas Kierulff

By:

President

William J. D. Dwyer

Attest:



STATE OF MARYLAND)

) SS:

CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 16th day of June,
1984, before me personally appeared C. Thomas Kierulff
and William J. D. Dwyer as President
and Secretary respectively of Merritt Capital
Corporation, to me known to be the persons who signed the
foregoing instrument as such officers and acknowledged the
execution thereof to be their free acts and deeds as such
officers for the uses and purposes therein mentioned and
that the said instrument is the act and deed of said cor-
poration.

Richard M. M...
Notary Public
State of Maryland

My Commission Expires: July 1, 1985

LEGAL DESCRIPTION

Lots 13, 14, 15, 16, 17 and 18 of THE CROSSINGS OF BOYNTON BEACH, P.U.D., as recorded in Plat Book 45, at Pages 170 and 171, of the Public Records of Palm Beach County, Florida.

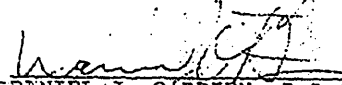
SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority duly authorized to administer oaths, and take acknowledgement, personally appeared DANIEL J. O'BRIEN, who after first being duly cautioned and sworn, deposed and states as follows:

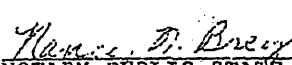
1. That he is the duly registered land surveyor under the Laws of the State of Florida, holding Certificate No. 1601.
2. That the attached 16 sheets delineates the existing improvements on the condominium property of Lots 11 & 12 only, Phase 6 of THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM, and Lots 13, 14, & 15 only of Phase 7 of THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM, said Phase 6 being Lots 9, 10, 11 & 12, according to the plat of THE CROSSINGS OF BOYNTON BEACH, P.U.D., as recorded in plat book 45 at pages 170 and 171 of the public records of Palm Beach County, Florida and said Phase 7 being Lots 13, 14, 15, 16, 17, & 18, according to the plat of THE CROSSINGS OF BOYNTON BEACH, P.U.D., as recorded in plat book 45 at pages 170 and 171 of the public records of Palm Beach County, Florida.
3. Affiant hereby certifies that the construction of the existing improvements shown for Lots 11 & 12 of said Phase 6, & Lots 13, 14, & 15 of said Phase 7, is substantially complete and that the attached 16 sheets together with the wording of the declaration relating to matters of survey is an accurate representation of the improvements described thereon and there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit.

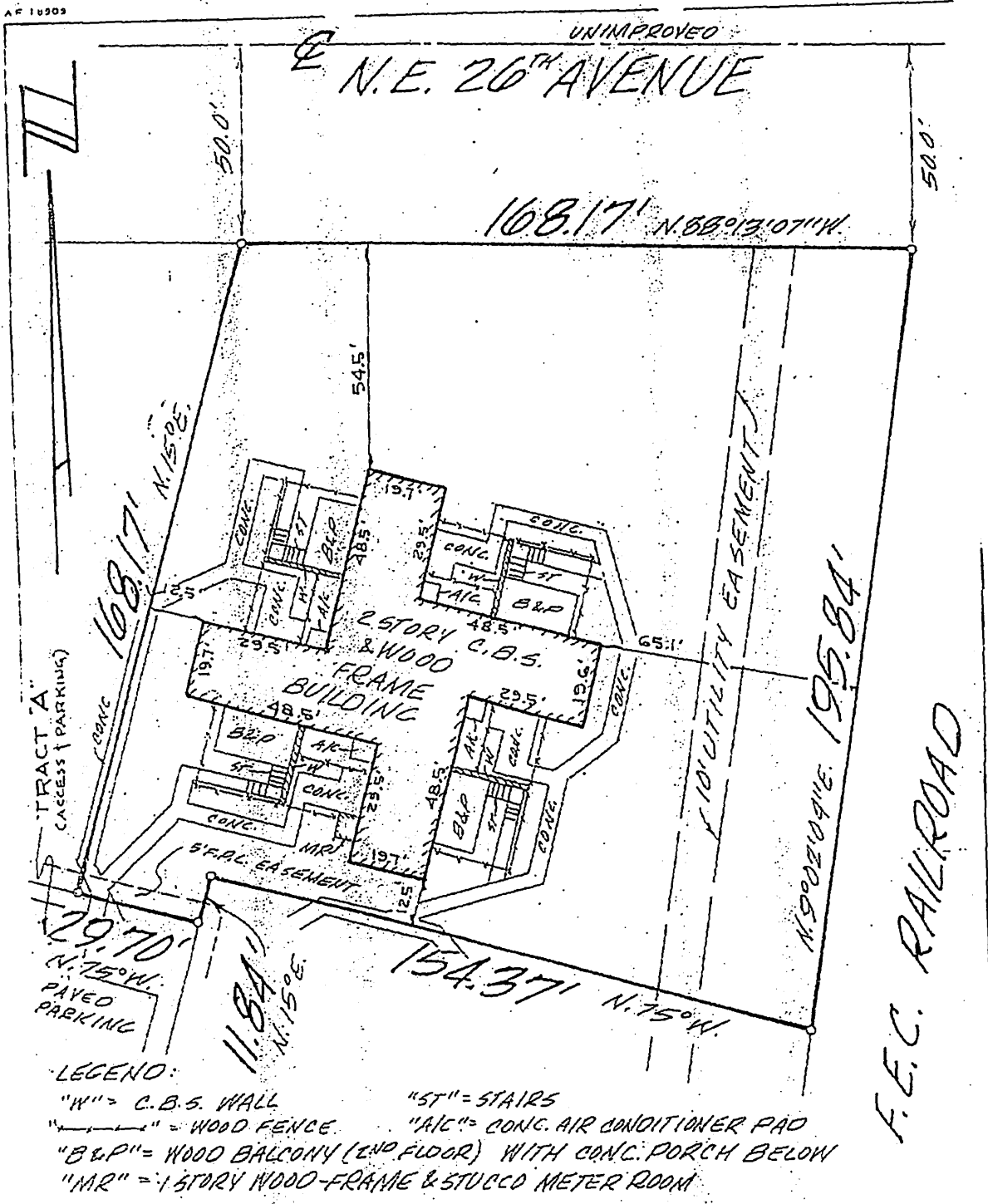
FURTHER AFFIANT SAYETH NAUGHT


DANIEL J. O'BRIEN, R.L.S.

DATE MARCH 14, 1984

SWORN TO AND SUBSCRIBED before me
this 14th day of March, 1984


NOTARY PUBLIC, State Of Florida At Large
My Commission Expires Nov. 23, 1987
Notary Public, State Of Florida At Large



DESCRIPTION: Lot 11, The Crossings of Boynton Beach, P.U.D., Boynton Beach, Palm Beach County, Florida.

CERTIFIED TO: "The Crossings"

NOTE: THIS "AS BUILT" SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS OF CHAPTER 21HH-6 F.A.C.

DATE Nov. 21 '83 SCALE: 1" = 30' PLAT BOOK No. 45 PAGE No. 170-171

O'BRIEN, SUITER & O'BRIEN, INC.

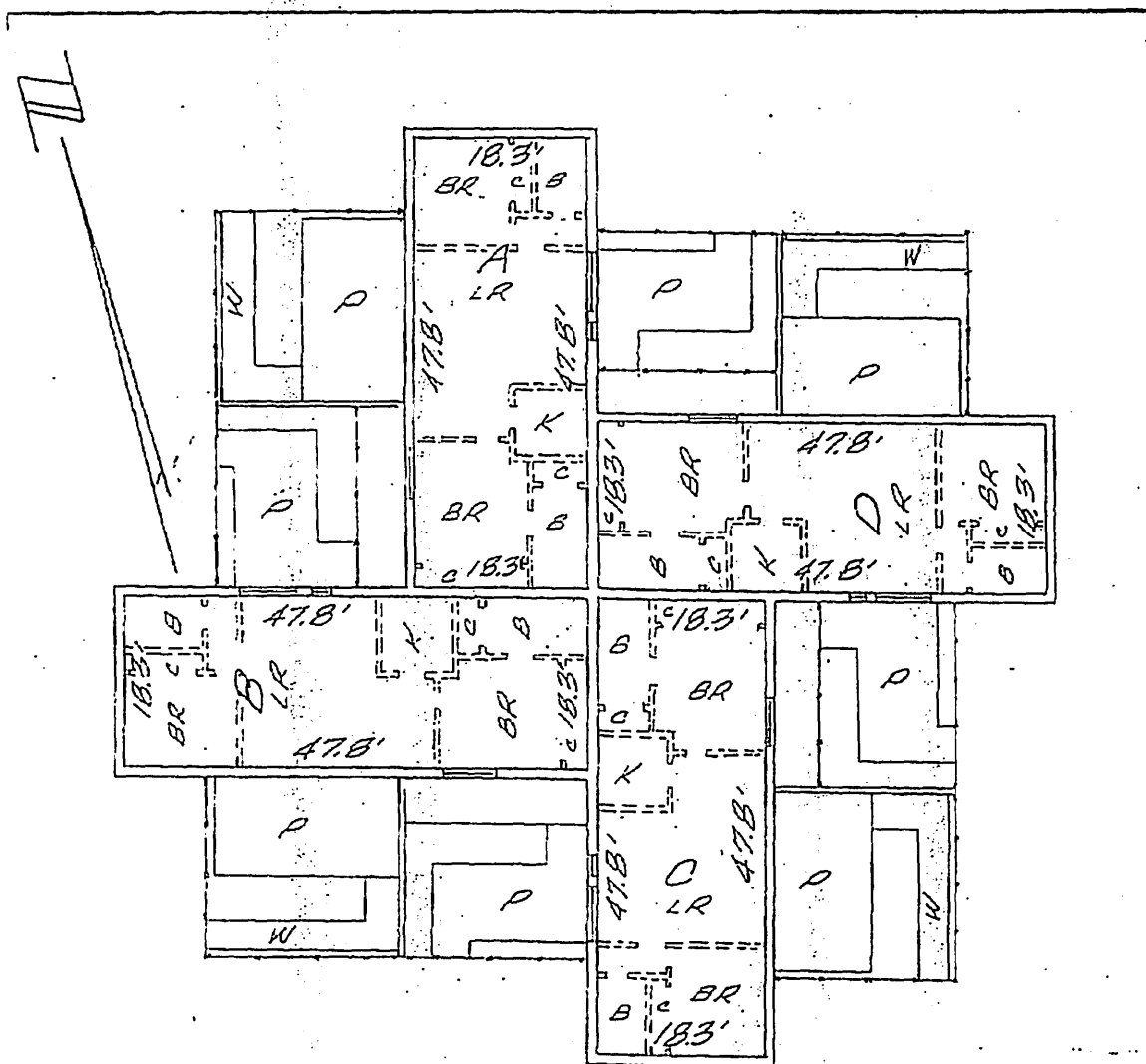
601 N. Fed. Hwy. ENGINEERS - LAND SURVEYORS
DELRAY BEACH FLORIDA BOYNTON BEACH

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and, unless otherwise shown, there are no visible encroachments.

This drawing not valid without an embossed seal.

REVISED:
MAR. 14, 1984
FINAL

Registered Land Surveyor
Florida Certificate No. 1601



FIRST FLOOR PLAN BUILDING 11

FINISHED FLOOR ELEVATION-LOWER BOUNDARY= +14.54

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +22.54

LEGEND:

"14.54" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"A, B, C, D" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"=" ENTRY DOOR

"—" = WOOD FENCE

"P" = CONC. PORCH OR PATIO

"W" = CONC. WALK

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: MAR. 14, 1984

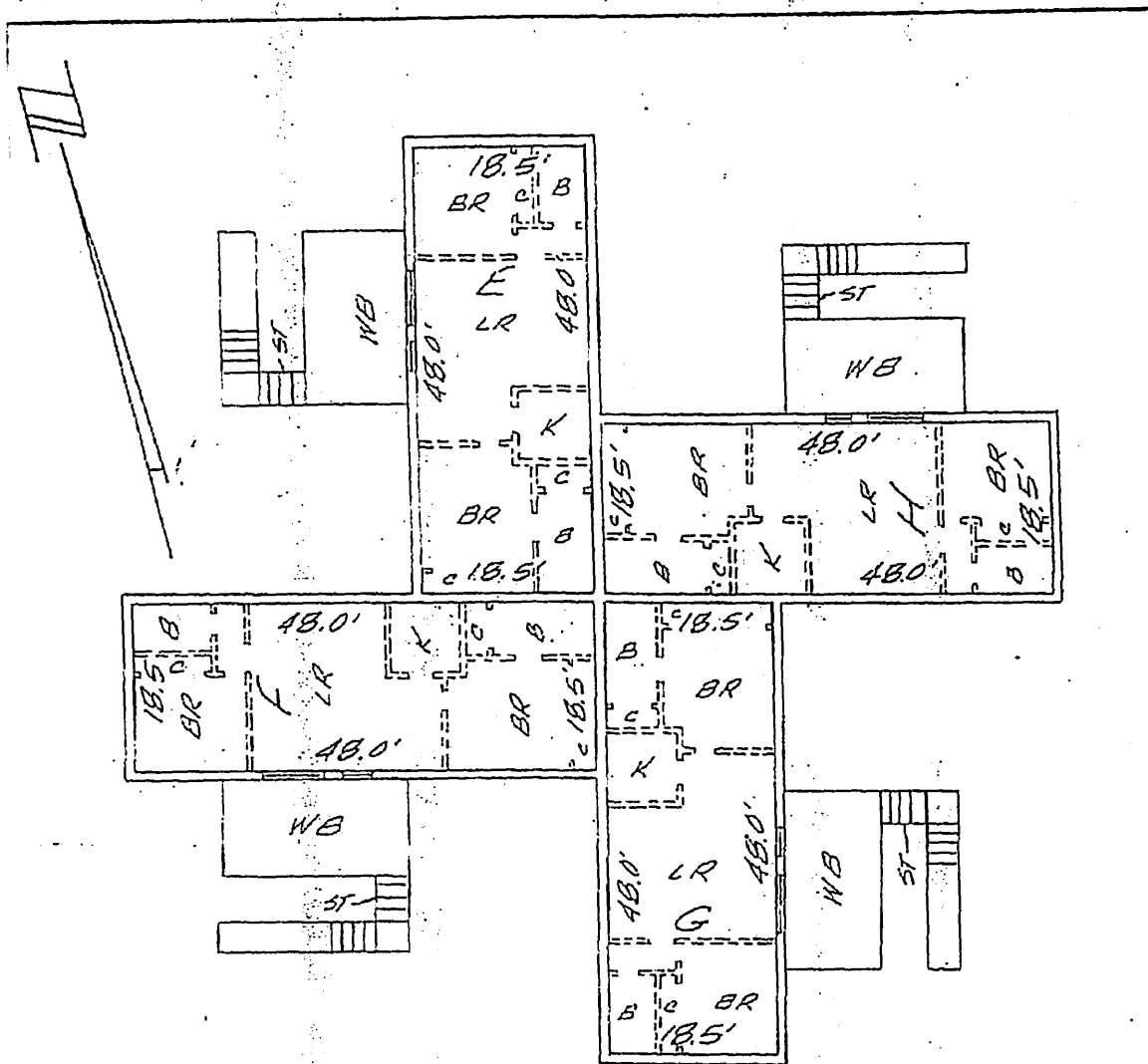
SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DELRAY BEACH

FLORIDA



SECOND FLOOR PLAN BUILDING 11

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +24.12

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +32.12

LEGEND:

"24.12" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"E, F, G, H" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"—" = ENTRY DOOR

"WB" = WOOD BALCONY

"ST" = WOOD STAIRS

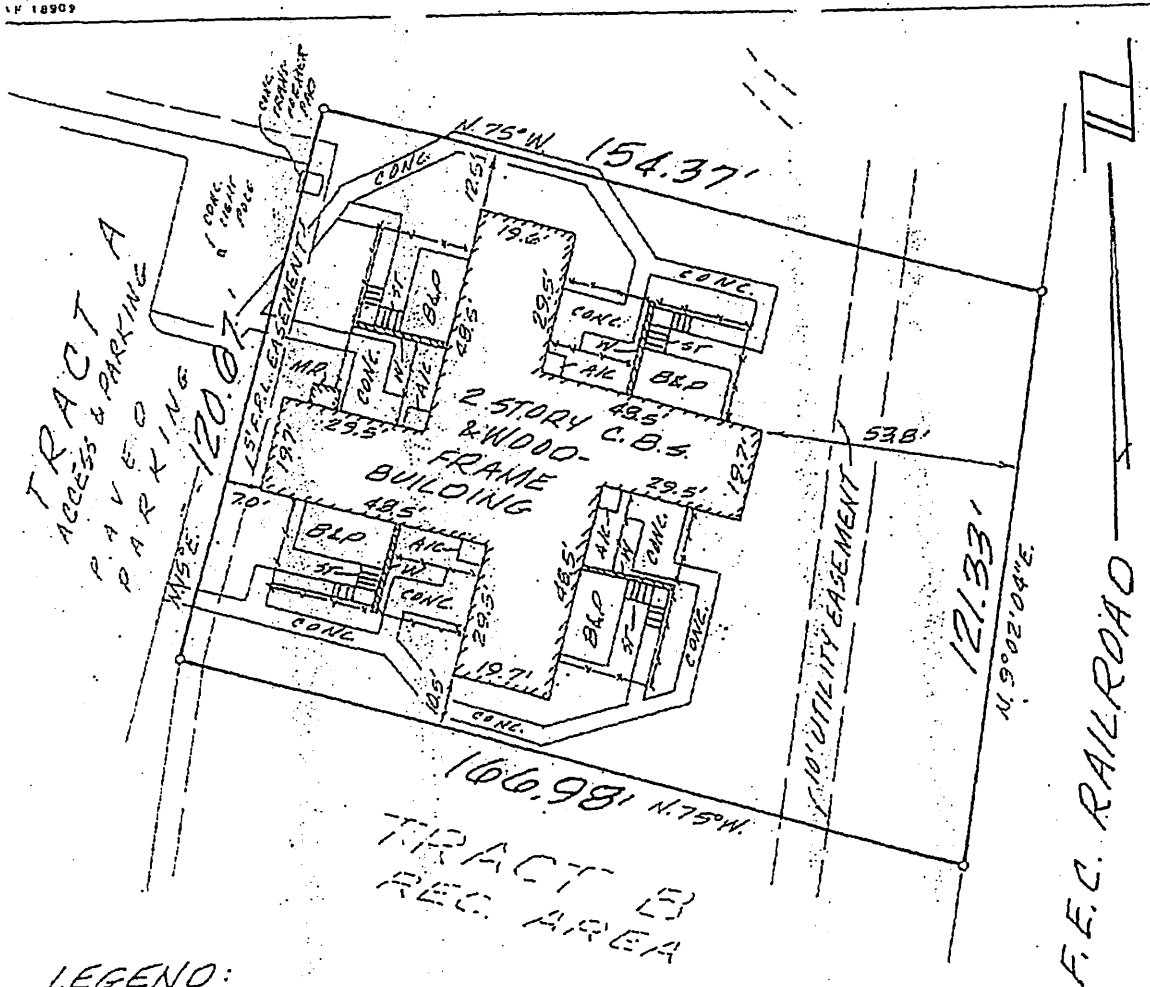
THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: MAR. 14, 1984

SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS



LEGEND:

- "W" = C.B.S. WALL
- "---" = WOOD FENCE
- "B&P" = WOOD BALCONY (2ND FLOOR) WITH CONC. PORCH BELOW
- "MR" = 1 STORY WOOD-FRAME & STUCCO METER ROOM
- "ST" = STAIRS
- "AC" = CONC. AIR CONDITIONER PAD

NOTE

1. This "As-Built" survey meets the Minimum Technical Standards of Chapter 21HH-6 F.A.C.

REVISED: MAR. 14, 1984 - FINAL

DESCRIPTION: Lot 12, The Crossings of Boynton Beach, P.U.D., Boynton Beach, Palm Beach County, Florida.

CERTIFIED TO: "The Crossings"

This drawing not valid without an embossed seal.

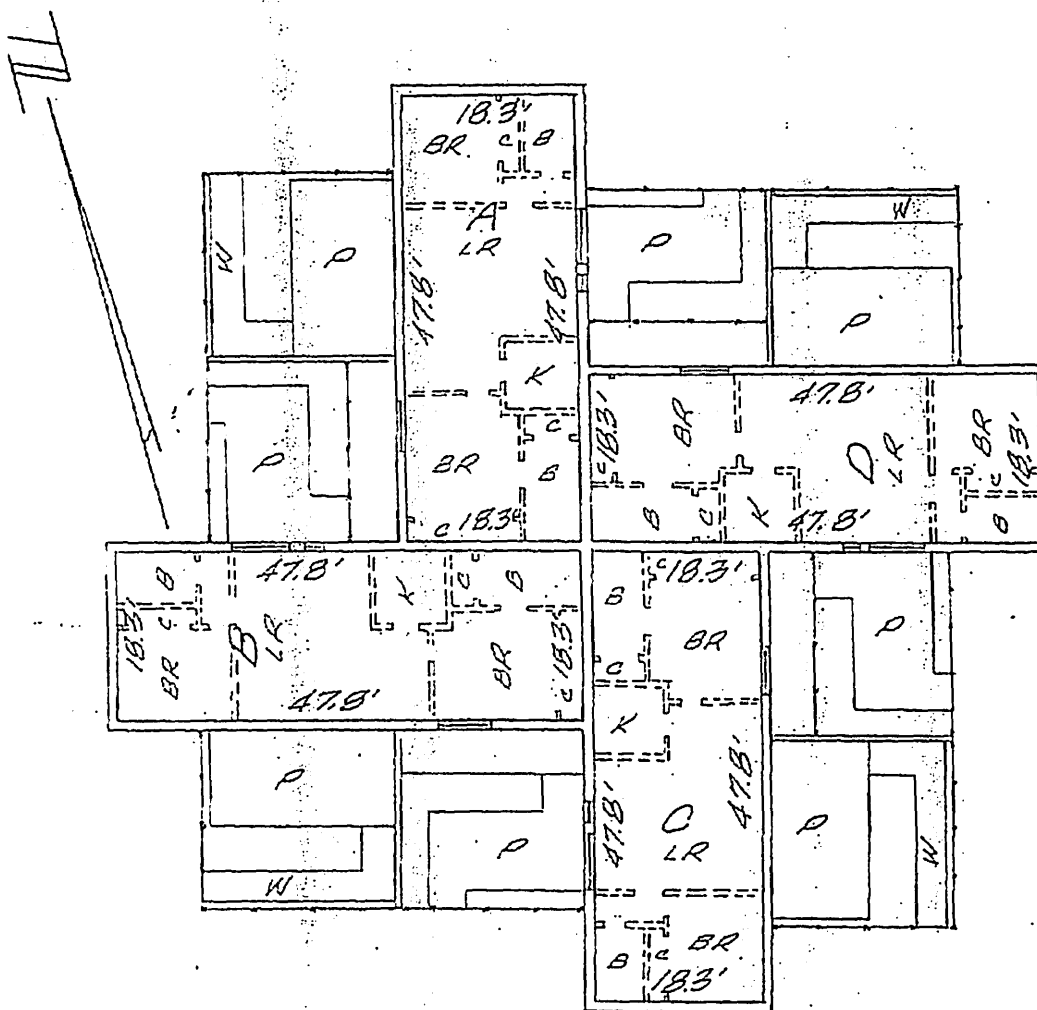
DATE: 28 NOV. 1983 | SCALE: 1" = 30' | PLAT BOOK No. 45 | PAGE No. 170-171

O'BRIEN, SUITER & O'BRIEN, INC.

601 N. Fed. Hwy. ENGINEERS - LAND SURVEYORS
DELRAY BEACH FLORIDA BOYNTON BEACH

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief and, unless otherwise shown, there are no visible encroachments.

Registered Land Surveyor
Florida Certificate No. 1601



FIRST FLOOR PLAN BUILDING 12

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +14.48

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +22.48

LEGEND:

"14.48" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"A, B, C, D" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"=" ENTRY DOOR

"—" = WOOD FENCE

"P" = CONC. PORCH or PATIO

"W" = CONC. WALK

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

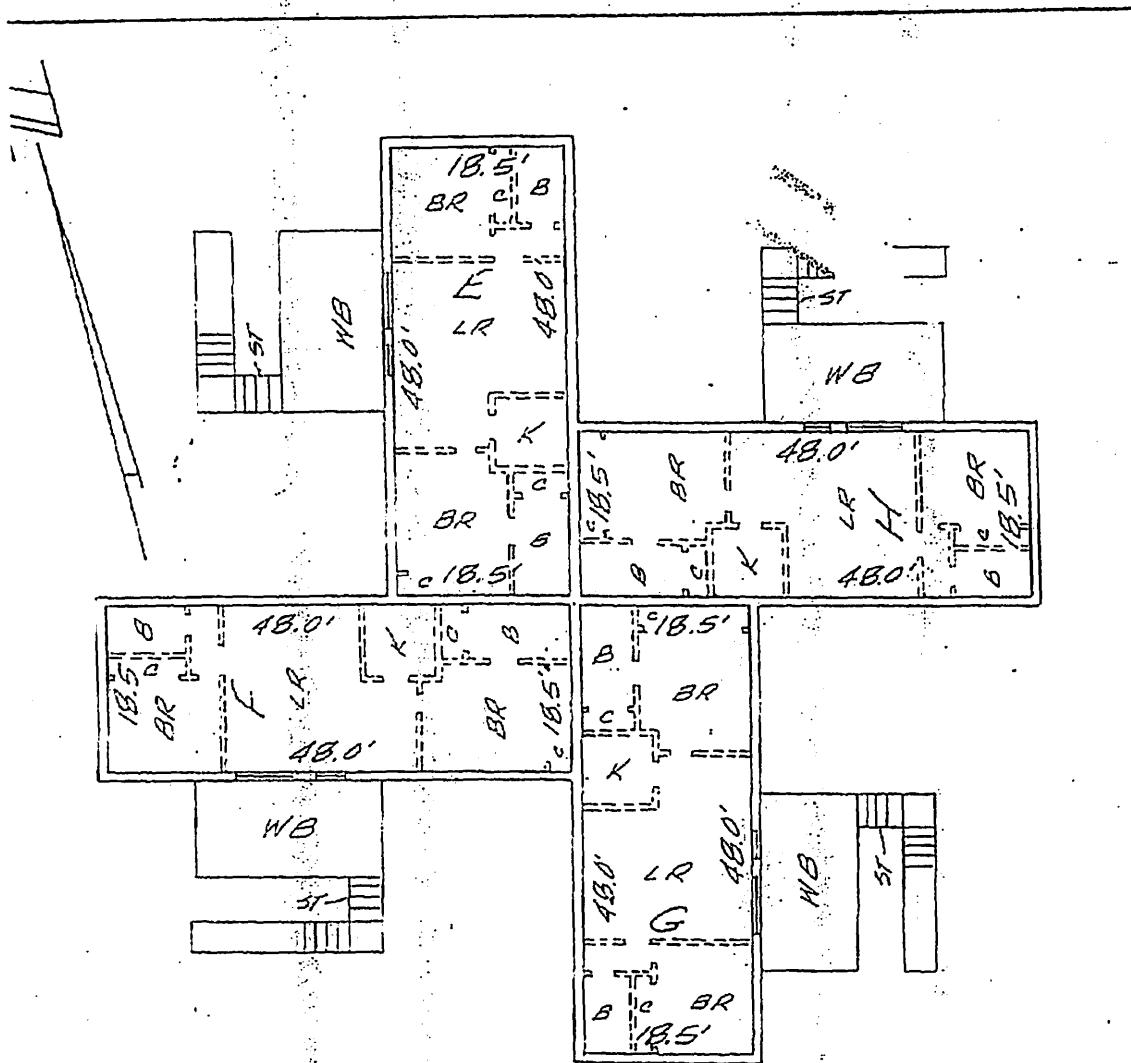
DATE: MAR. 14, 1984

SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DELRAY BEACH



SECOND FLOOR PLAN BUILDING 12

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +24.06

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +32.06

LEGEND:

+32.06" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

E, F, G, H" = UNIT NUMBER

BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"—" = ENTRY DOOR

"WB" = WOOD BALCONY

"ST" = WOOD STAIRS

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: MAR. 14, 1984

SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.
LAND SURVEYORS — ENGINEERS — LAND PLANNERS

LEGEND:

"V" = C.B.S. WALL

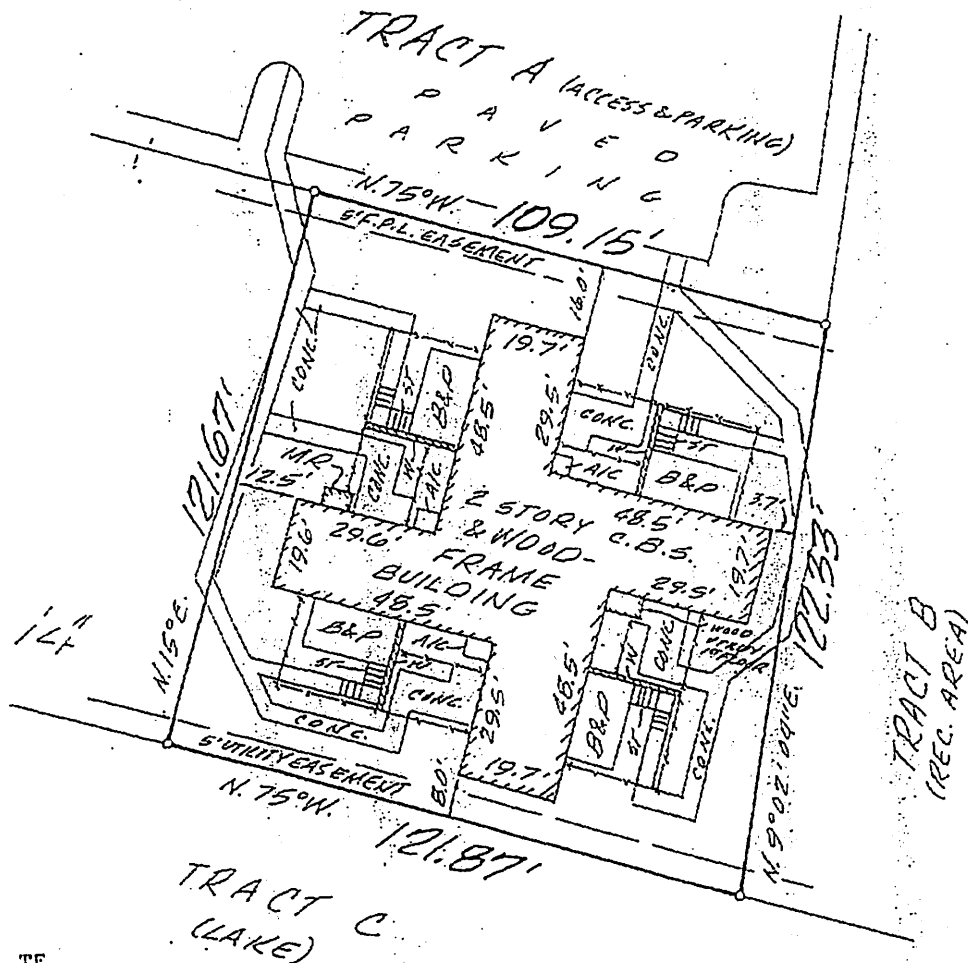
"ST" = STAIRS

"" = WOOD FENCE

"A/C" = CONC. AIR-CONDITIONER PAD

"B&P" = WOOD BALCONY (2ND FLOOR) WITH CONC. PORCH BELOW

"MR"= 1 STORY WOOD-FRAME & STUCCO METER ROOM



TE

This "As-Built" survey meets the Minimum
Technical Standards of Chapter 21HH-6 F.A.C.

REVISED: MAR. 14, 1984 - FINAL

DESCRIPTION: Lot 13, The Crossings of Boynton Beach, P.U.D.,
Boynton Beach, Palm Beach County, Florida.

RTIFIED TO: "The Crossings"

This drawing not valid without an embossed seal.

8 DEC. 1993

SCALE 1" = 30'

PLAT BOOK No. 45

PAGE No. 170-171

O'BRIEN, SUITER & O'BRIEN, INC.

ENGINEERS - LAND SURVEYORS

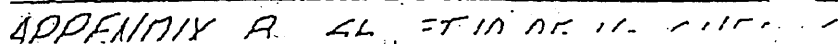
1 N. Fed. Hwy.
DELRAY BEACH.

FLORIDA:

BOYNTON BEACH

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and, unless otherwise shown, there are no visible encroachments.

Registered Land Surveyor:
Florida Certificate No. 1601



LEGEND:

"W" = C.B.S. WALL

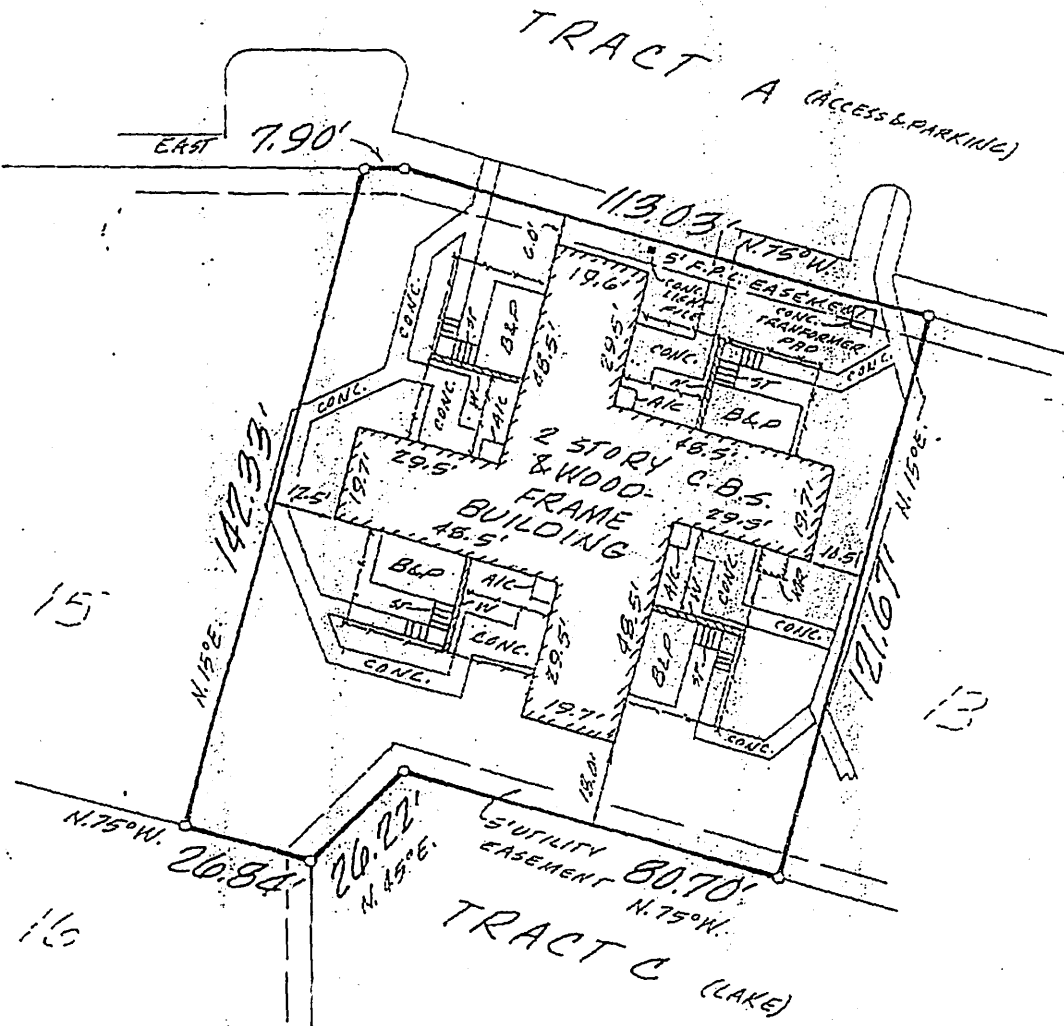
"ST" = STAIRS

"F" = WOOD FENCE

"A/C" = CONC. AIR CONDITIONER PAD

"B&P" = WOOD BALCONY (2ND FLOOR) WITH CONC. PORCH BELOW

"MR" = 1 STORY WOOD-FRAME & STUCCO METER ROOM



NOTE.

1. This "As-Built" survey meets the Minimum Technical Standards of Chapter 21HH-6 F.A.C.

REVISED: MAR. 14, 1984 - FINAL

DESCRIPTION: Lot 14, The Crossings of Boynton Beach P.U.D., Boynton Beach, Palm Beach County, Florida.

CERTIFIED TO: "The Crossings"

This drawing not valid without an embossed seal.

DATE 14 DEC. 1983 SCALE 1" = 30' PLAT BOOK No. 45 PAGE No. 170-171

O'BRIEN, SUITER & O'BRIEN, INC.

2601 N. Fed. Hwy. ENGINEERS - LAND SURVEYORS

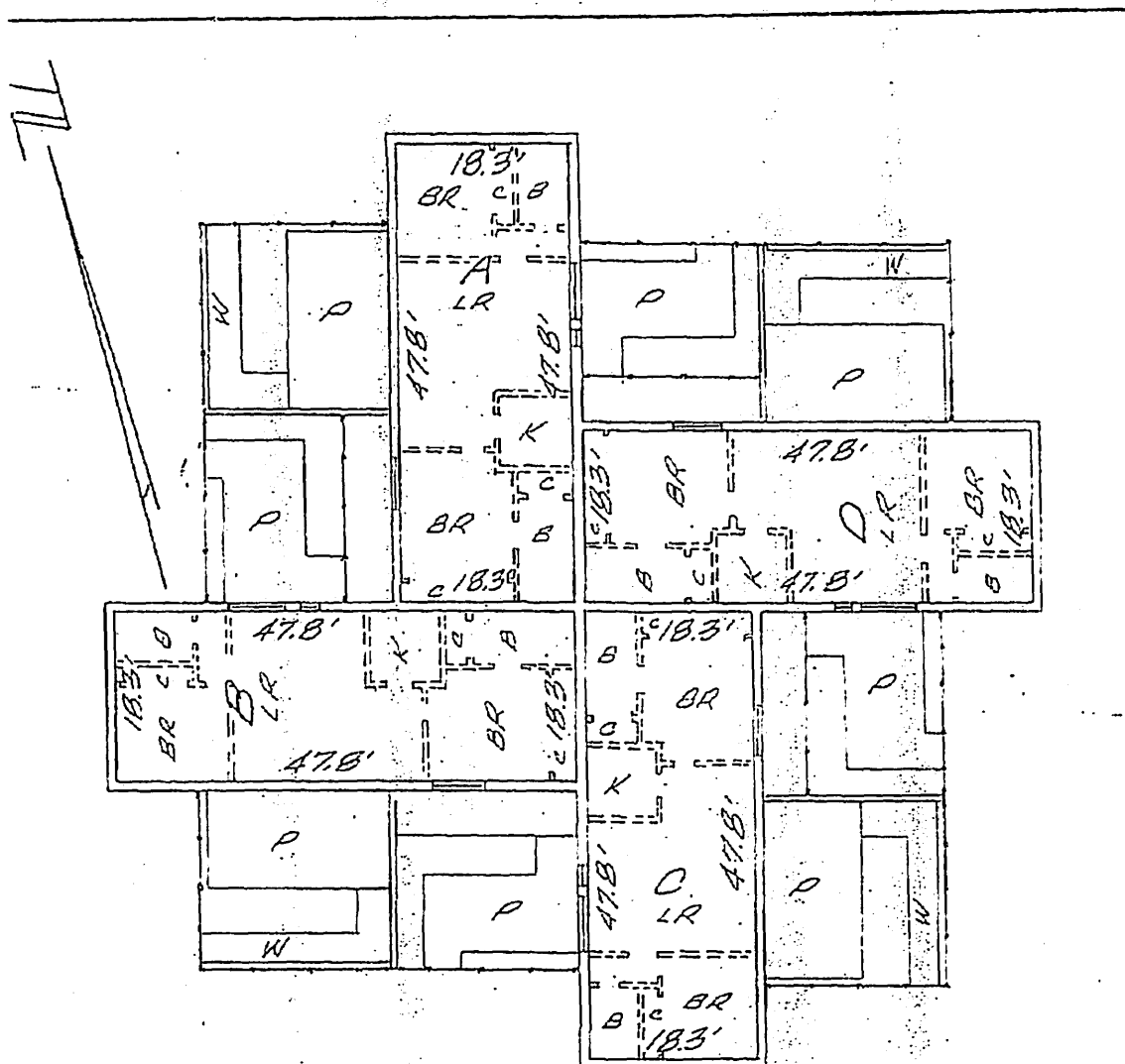
DELRAY BEACH

FLORIDA

BOYNTON BEACH

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and, unless otherwise shown, there are no visible encroachments.

Registered Land Surveyor
Florida Certificate No. 601



FIRST FLOOR PLAN BUILDING 14

FINISHED FLOOR ELEVATION-LOWER BOUNDARY= +15.00

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +23.00

LEGEND:

"15.00" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"A, B, C, D" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"=" = ENTRY DOOR

"—" = WOOD FENCE

"P" = CONC. PORCH or PATIO

"W" = CONC. WALK

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: MAR. 14, 1984

SCALE: 1" = 15'

O'BRIEN, SUITER & O'BRIEN, INC.

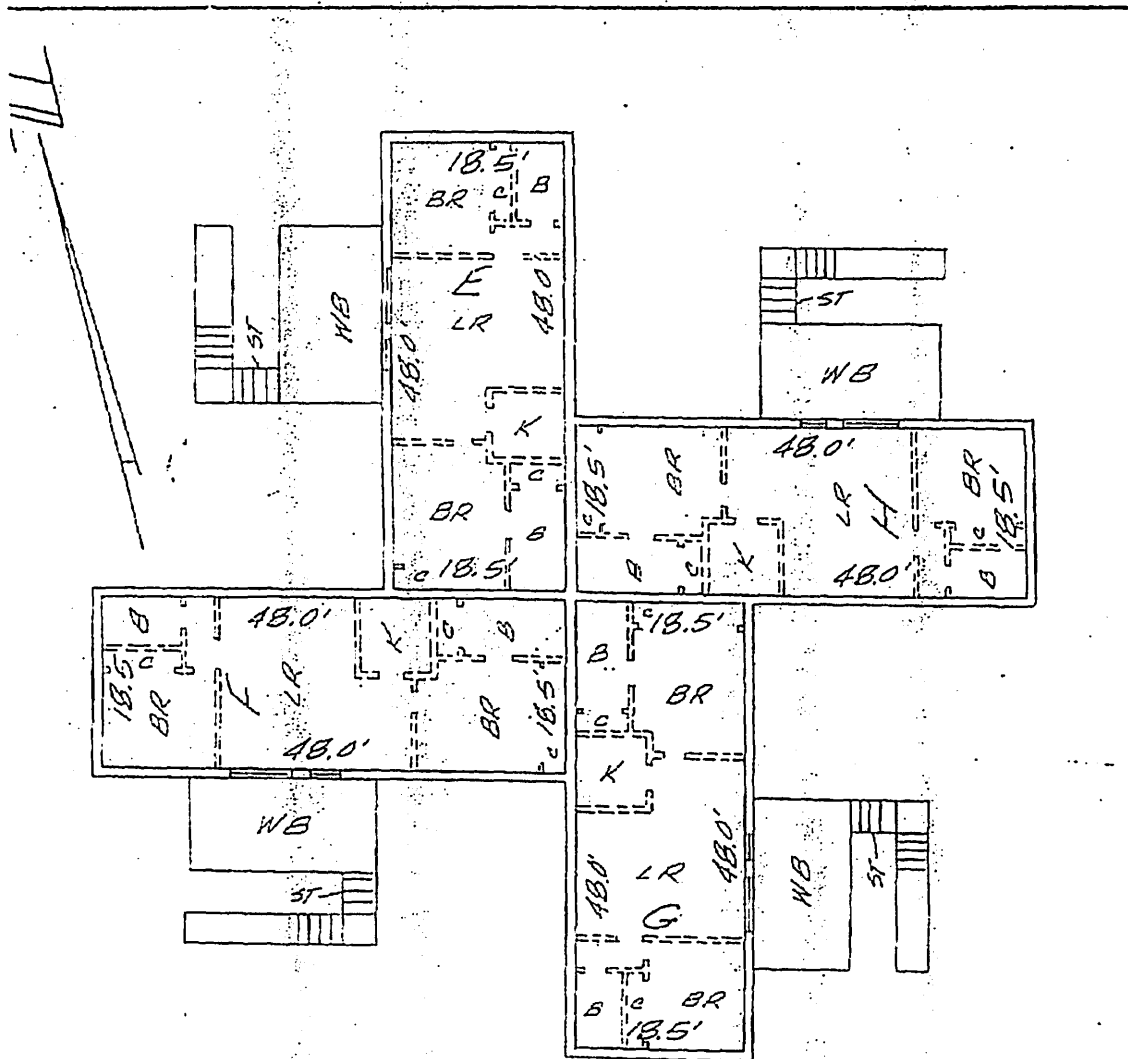
LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DELRAY BEACH

FLORIDA

BOYNTON BEACH

B4190 P0453



SECOND FLOOR PLAN BUILDING 14

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +24.58

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +32.68

LEGEND:

+24.58" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

E, F, G, H" = UNIT NUMBER

BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"=" = ENTRY DOOR

"WB" = WOOD BALCONY

"ST" = WOOD STAIRS

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: MAR. 14, 1984

SCALE: 1"=15'

O'BRIEN, SUTTER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DELRAY BEACH

84190 P0454

LEGEND:

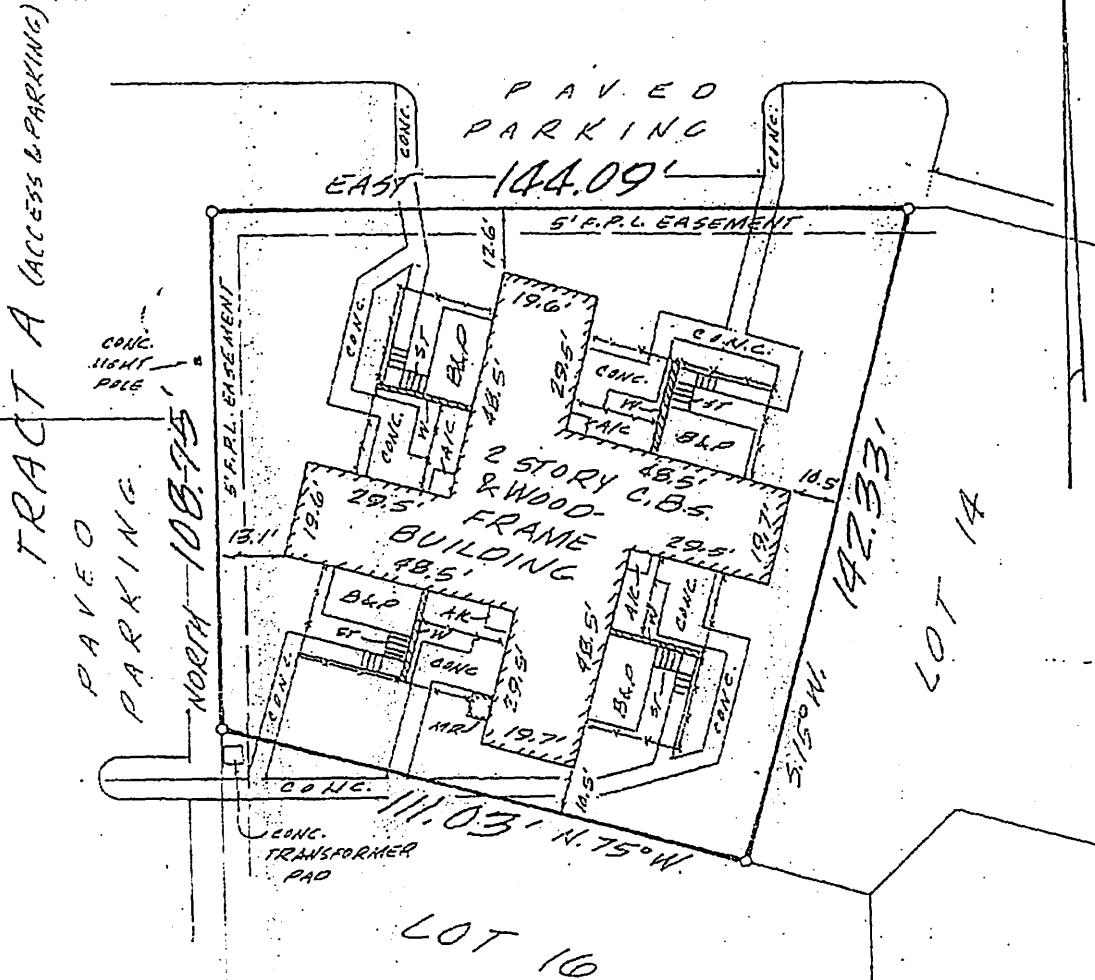
"W" = C.O.S. WALL

"ST" = STAIRS

"- - - -" = WOOD FENCE "A/C" = CONC. AIR CONDITIONER PAD

"B&P" = WOOD BALCONY (2ND FLOOR) WITH CONC. PORCH BELOW

"MR" = 1 STORY WOOD FRAME & STUCCO METER ROOM



TE

This "As-Built" survey meets the Minimum Technical Standards of Chapter 21HH-6 F.A.C.

REVISED: MAR. 14, 1984 - FINAL

DESCRIPTION: Lot 15, The Crossings of Boynton Beach, P.U.D., Boynton Beach, Palm Beach County, Florida.

RTIFIED TO: "The Crossings"

This drawing not valid without an embossed seal.

14 DEC. 1983 SCALE 1" = 30' PLAT BOOK No. 45 PAGE No. 170-171

O'BRIEN, SUITER & O'BRIEN, INC.

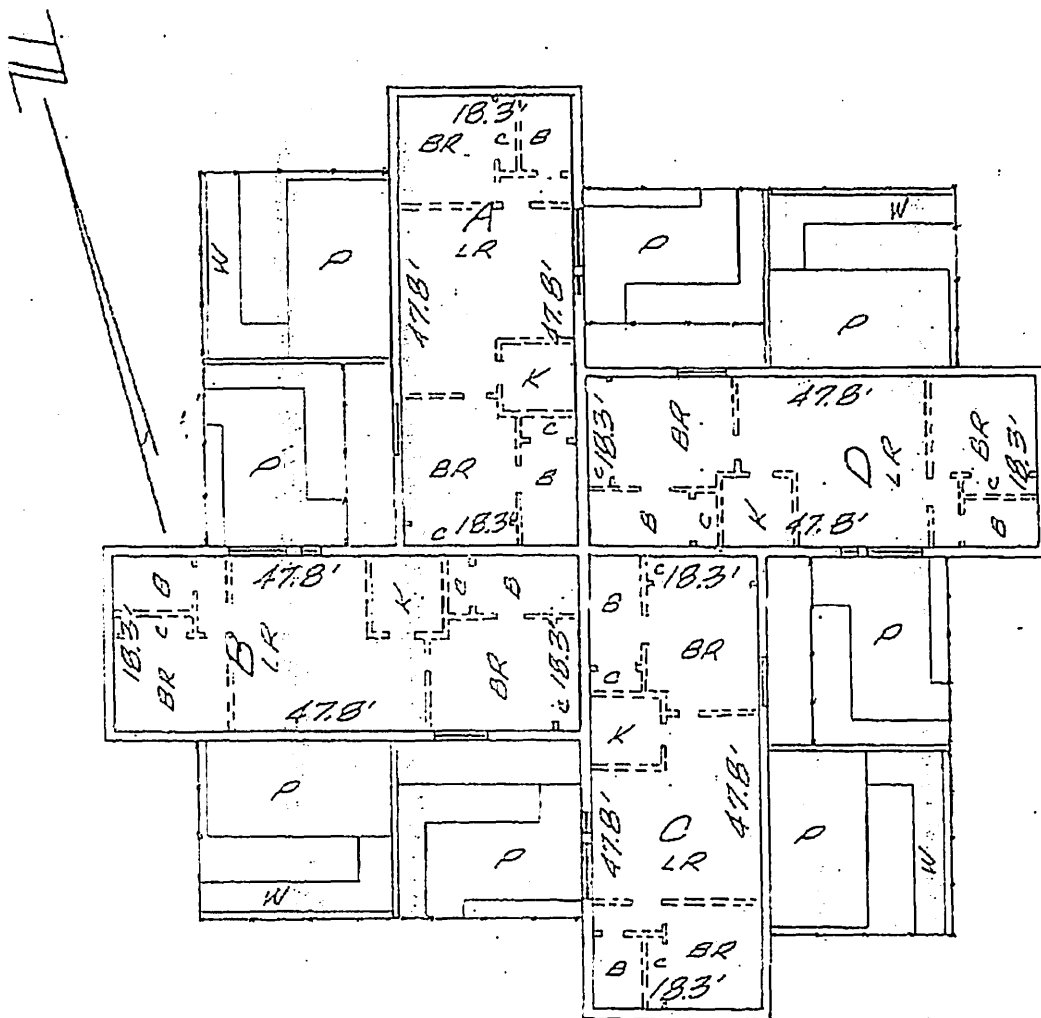
11 N. Fed. Hwy. ENGINEERS - LAND SURVEYORS
DELRAY BEACH FLORIDA

BOYNTON BEACH

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and, unless otherwise shown, there are no visible encroachments.

Registered Land Surveyor
Florida Certificate No. 601

B4190 P0455



FIRST FLOOR PLAN BUILDING 15

FINISHED FLOOR ELEVATION-LOWER BOUNDARY= +14.93

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +22.93

LEGEND:

" + 22.93 " DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"A, B, C, D" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"= ENTRY DOOR

" = WOOD FENCE

"P" = CONC. PORCH OR PATIO

"W" = CONC. WALK

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: MAR. 14, 1984

SCALE: 1" = 15'

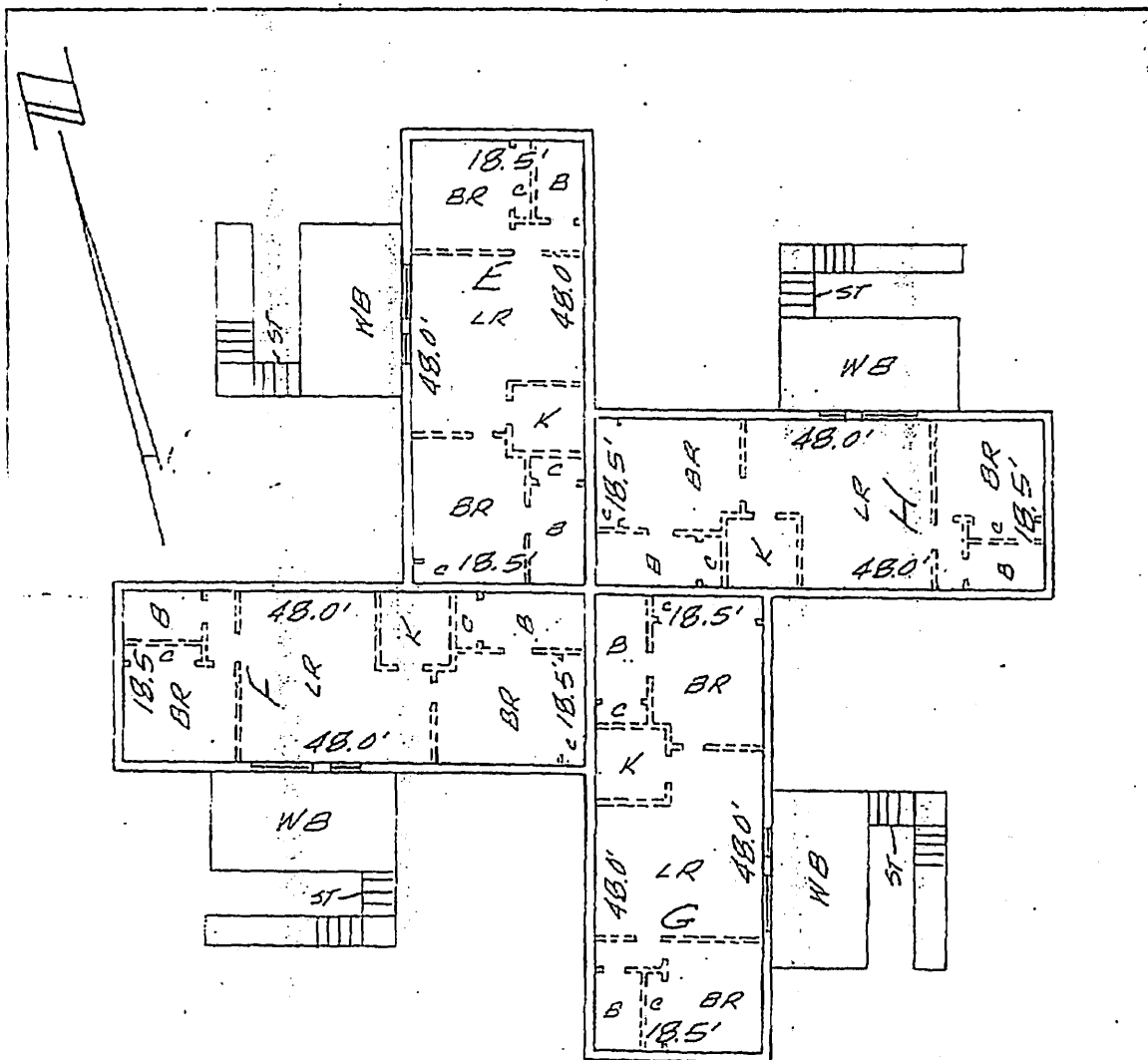
O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DELRAY BEACH

FLORIDA

84190 06456



SECOND FLOOR PLAN BUILDING 15

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +24.51

FINISHED CEILING ELEVATION-UPPER BOUNDARY=+32.51

LEGEND:

"132.51" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"E, F, G, H" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"—" = ENTRY DOOR

"WB" = WOOD BALCONY

"ST" = WOOD STAIRS

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

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: MAR. 14, 1984

SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DELRAY BEACH

FLOOR

Prepared by:
John White, II
Snathers & Thompson
Forum III, Suite 104
1675 Palm Beach Lakes Blvd.
West Palm Beach, FL 33401

ADDENDUM TO
SECOND AND THIRD AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF
THE CROSSINGS OF ROYNTON BEACH

This Addendum to First Amendment to Declaration, dated this 17 day of April, 1984, by SPH ASSOCIATES, a Florida general partnership, "DEVELOPER".

WITNESSETH:

WHEREAS, DEVELOPER recorded the Declaration of Condominium for Phase I of THE CROSSINGS OF ROYNTON BEACH on October 27, 1983, in Official Records Book 4071, commencing at Page 1175, of the Public Records of Palm Beach County, Florida, "Initial Filing"; and

WHEREAS, DEVELOPER filed its Second Amendment to the Initial Filing on February 21, 1984, in Official Records Book 4164, at Page 1751, of the Public Records of Palm Beach County, Florida, "Second Amendment", which Second Amendment submitted to condominium ownership and use Phases 4 and 6 of THE CROSSINGS OF ROYNTON BEACH; and

WHEREAS, DEVELOPER filed its Third Amendment to the Initial Filing on March 21, 1984, in Official Records Book 4190, at Page 438, of the Public Records of Palm Beach County, Florida, "Third Amendment", which Third Amendment submitted to condominium ownership and use Phase 7 of THE CROSSINGS OF ROYNTON BEACH; and

WHEREAS, DEVELOPER wishes to amend the Second Amendment and the Third Amendment to reflect that the construction of additional improvements is substantially complete;

NOW, THEREFORE, DEVELOPER amends the Second Amendment and Third Amendment as follows:

1. By filing herewith the Surveyor's Certificates attesting that the construction of Lot 16 of Phase 7 and Lots 27, 28 and 29 of Phase 4 is substantially complete.

IN WITNESS WHEREOF, the DEVELOPER has executed this Addendum to Second Amendment and Third Amendment the day and year first above written.

WITNESSES:

SPH ASSOCIATES, a Florida general partnership

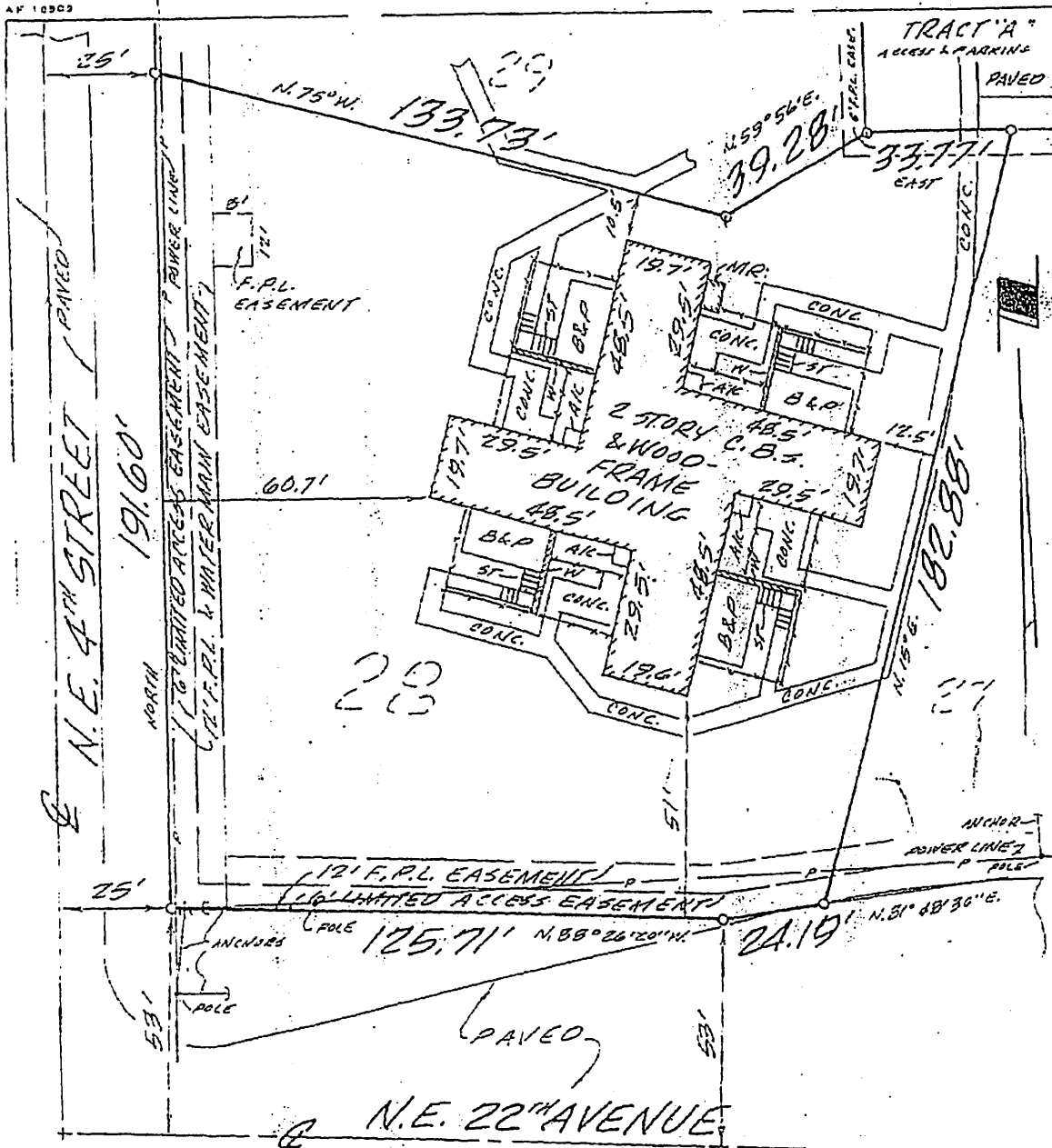
John White II
Thomas A. Harrison

BY: HMB DEVELOPMENT, INC., a Florida Corporation, as General Partner

BY: [Signature]

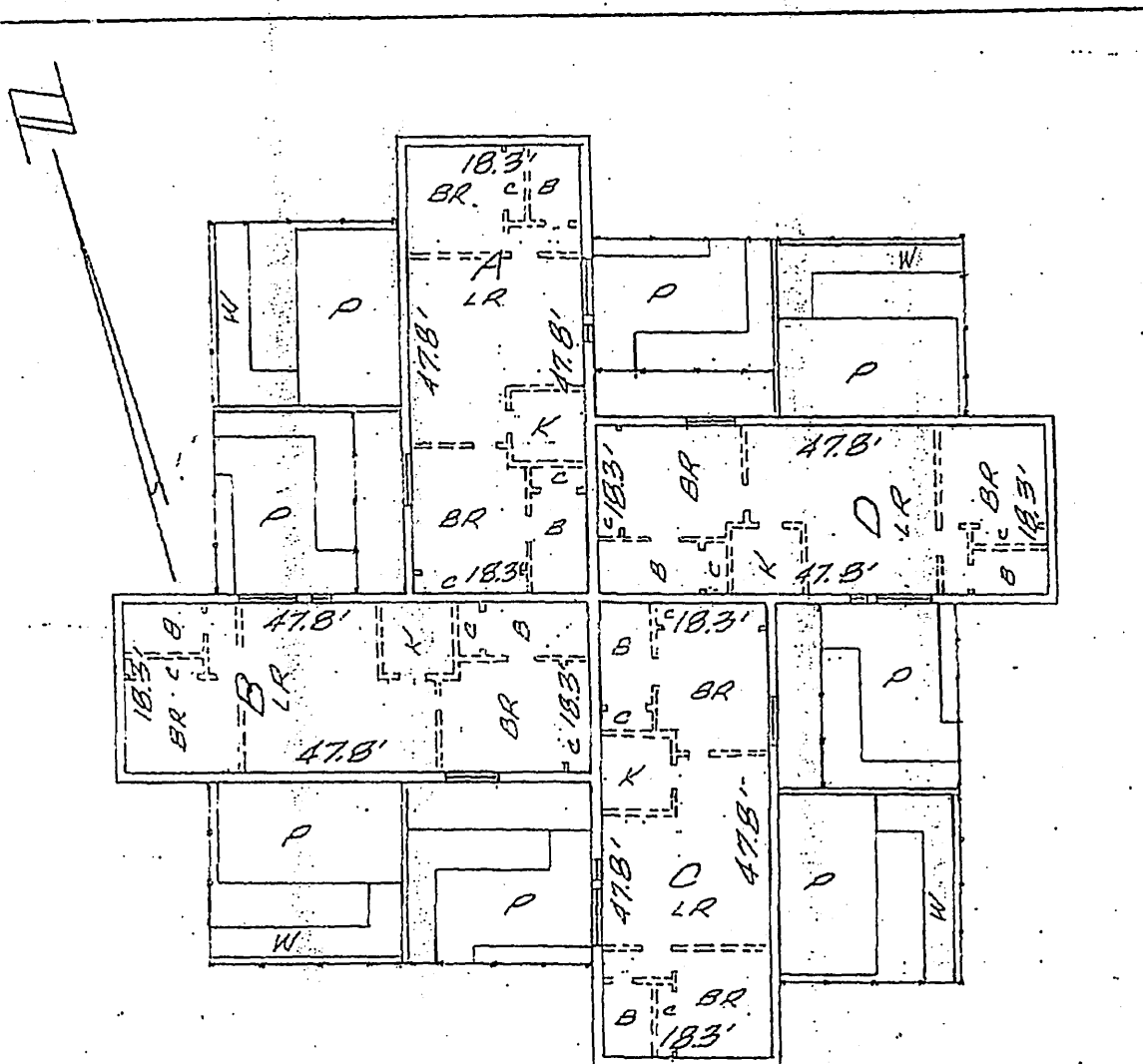
ATTEST: _____

AND



"W" = C.B.S. WALL "A/C" = CONC. AIR CONDITIONER PAD
 "ST" = STAIRS "x-x-x-x" = WOOD FENCE
 "MR" = 1 STORY WOOD-FRAME & STUCCO METER ROOM
 "B.L.P." = WOOD BALCONY (2ND FLOOR) WITH CONC. PORCH BELOW

Registered Land Surveyor
Florida Certificate No. 1401



FIRST FLOOR PLAN BUILDING 28

FINISHED FLOOR ELEVATION- LOWER BOUNDARY = +15.98

FINISHED CEILING ELEVATION- UPPER BOUNDARY = +23.98

LEGEND:

"15.98" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"A, B, C, D" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"D" = ENTRY DOOR

"— — — — —" = WOOD FENCE

"P" = CONC. PORCH OR PATIO

"W" = CONC. WALK

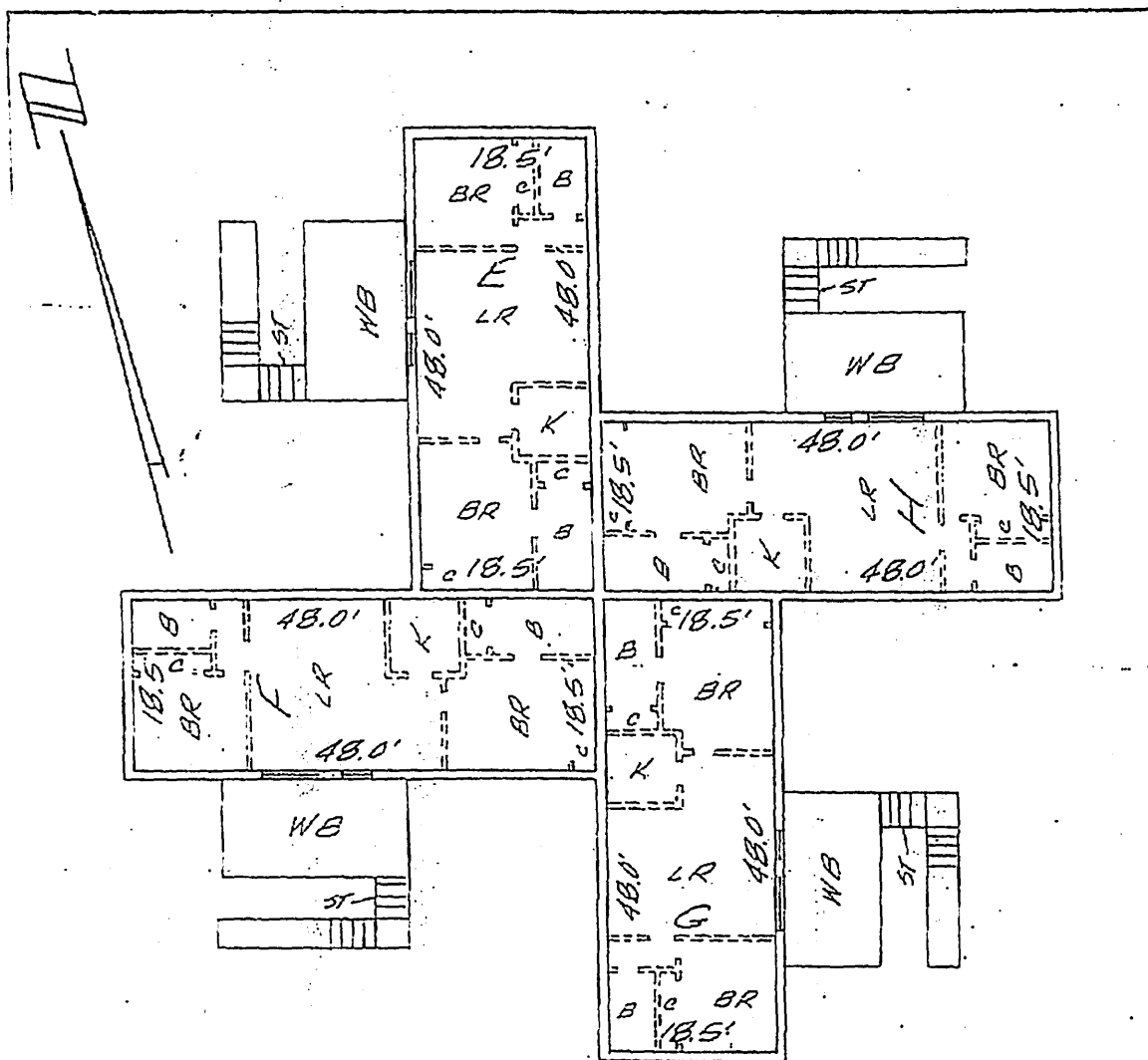
THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: APRIL 1984

SCALE: 1" = 15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS



SECOND FLOOR PLAN BUILDING 2B

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +25.56

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +33.56

LEGEND:

" +25.56 " DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"E, F, G, H" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"—" = ENTRY DOOR

"WB" = WOOD BALCONY

"ST" = WOOD STAIRS

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: APRIL 1984

SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DELRAY BEACH

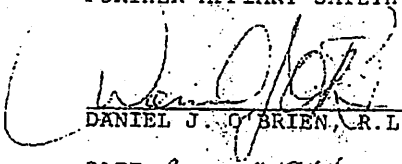
SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority duly authorized to administer oaths, and take acknowledgement, personally appeared DANIEL J. O'BRIEN, who after first being duly cautioned and sworn, deposed and states as follows:

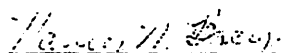
1. That he is the duly registered land surveyor under the Laws of the State of Florida holding Certificate No. 1601.
2. That the attached 4 sheets delineates the existing improvements on the condominium property of Lot 28 only, Phase 4 of THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM, said Phase 4 being Lots 24 thru 29 inclusive, according to the plat of THE CROSSINGS OF BOYNTON BEACH, P.U.D., as recorded in Plat Book 45 at pages 170 and 171 of the Public Records of Palm Beach County, Florida.
- 3 Affiant hereby certifies that the construction of the existing improvements shown for said Lot 28 of said Phase 4 is substantially complete and that the attached 4 sheets together with the wording of the declaration relating to matters of survey is an accurate representation of the improvements described thereon and there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit.

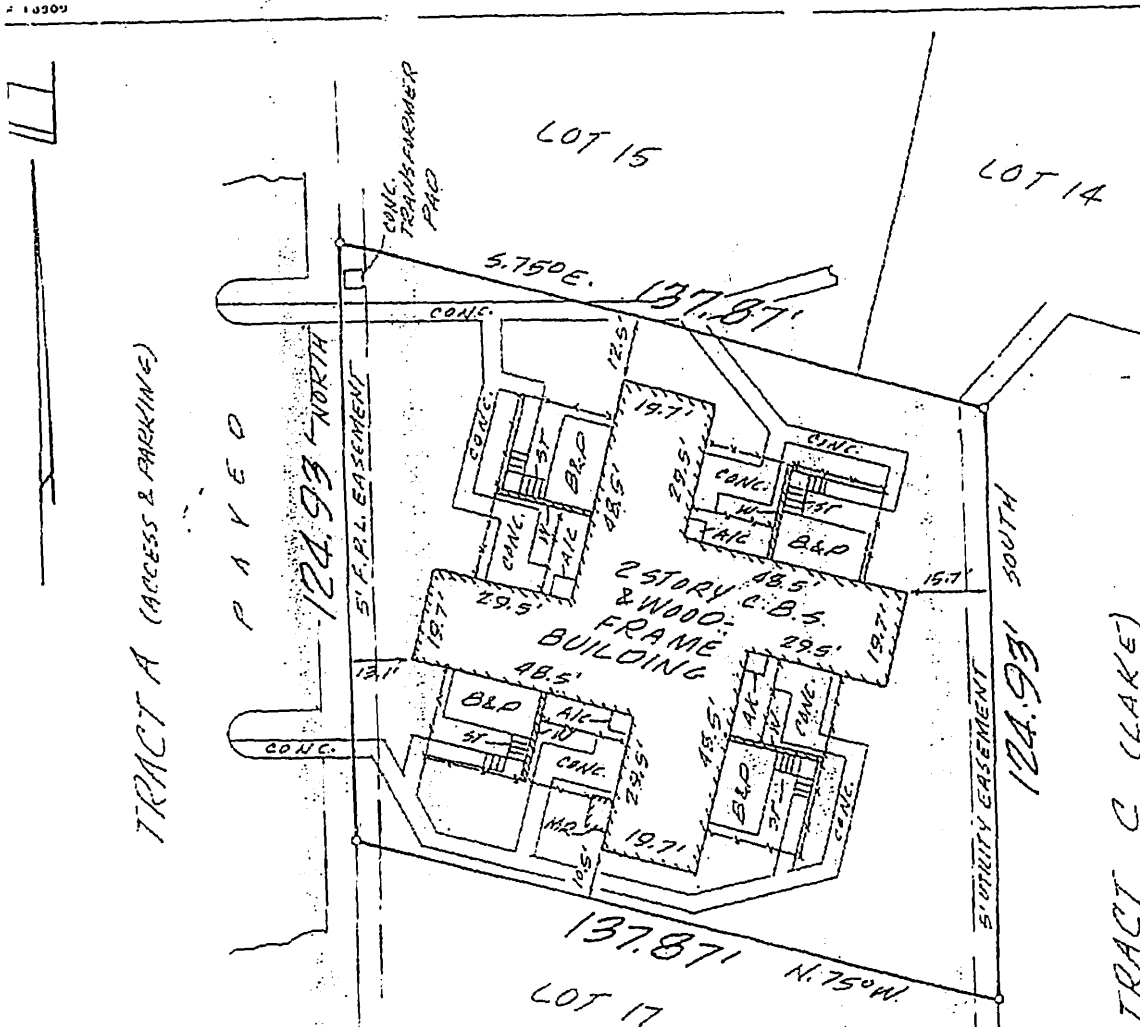
FURTHER AFFIANT SAYETH NAUGHT


DANIEL J. O'BRIEN, R.L.S.

DATE April 9/1984

SWORN TO AND SUBSCRIBED before me
this 10 day of April, 1984


Notary Public, State Of Florida At Large
My Commission Expires Nov. 20, 1987
NOTARY PUBLIC STATE OF FLORIDA at Large



LEGEND:

"W" = C.B.S. WALL

"ST" = STAIRS

"MR" = 1 STORY WOOD-FRAME & STUCCO METER ROOM

"A/C" = CONC. AIR CONDITIONER PAD

"B&P" = WOOD BALCONY (2ND FLOOR) WITH CONC. PORCH BELOW

"---" = WOOD FENCE

NOTE

This "As-Built" survey meets the Minimum Technical Standards of Chapter 21H2-6 F.A.C.

REVISED: MAR. 21, 1984 - FINAL

DESCRIPTION: Lot 16, The Crossings of Boynton Beach, P.U.D., Boynton Beach, Palm Beach County, Florida.

CERTIFIED TO: "The Crossings"

This drawing not valid without an embossed seal.

DEC. 21, 1983

SCALE 1" = 30'

PLAT BOOK No. 45

PAGE No. 170-171

O'BRIEN, SUITER & O'BRIEN, INC.

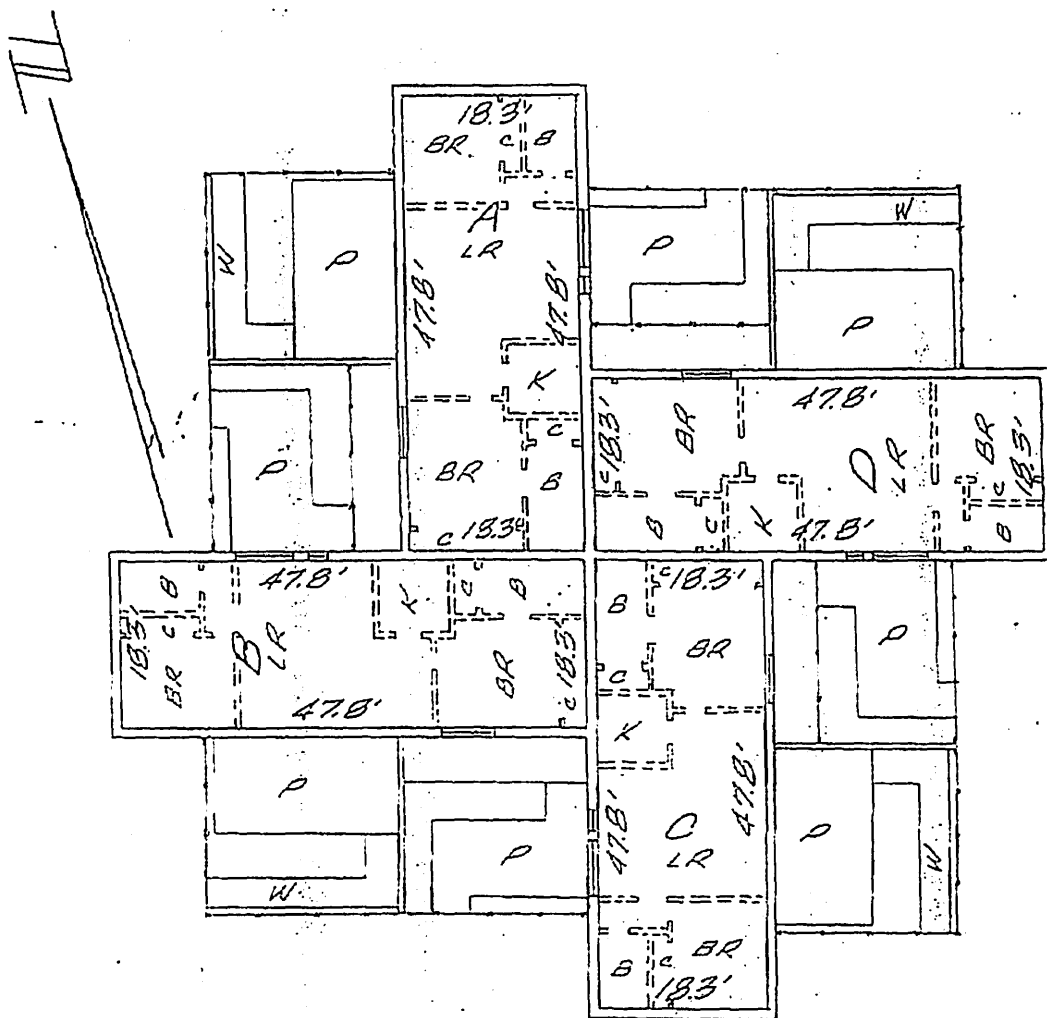
11 N. Fed. Hwy.
DELRAY BEACH

ENGINEERS - LAND SURVEYORS
FLORIDA

BOYNTON BEACH

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and, unless otherwise shown, there are no visible encroachments.

Registered Land Surveyor
Florida Certificate No. 16001



FIRST FLOOR PLAN BUILDING 10

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +15.48

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +23.48

LEGEND:

"15.48" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"A, B, C, D" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"=" ENTRY DOOR

"- - - - -" = WOOD FENCE

"P" = CONC. PORCH OR PATIO

"W" = CONC. WALK

4E CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

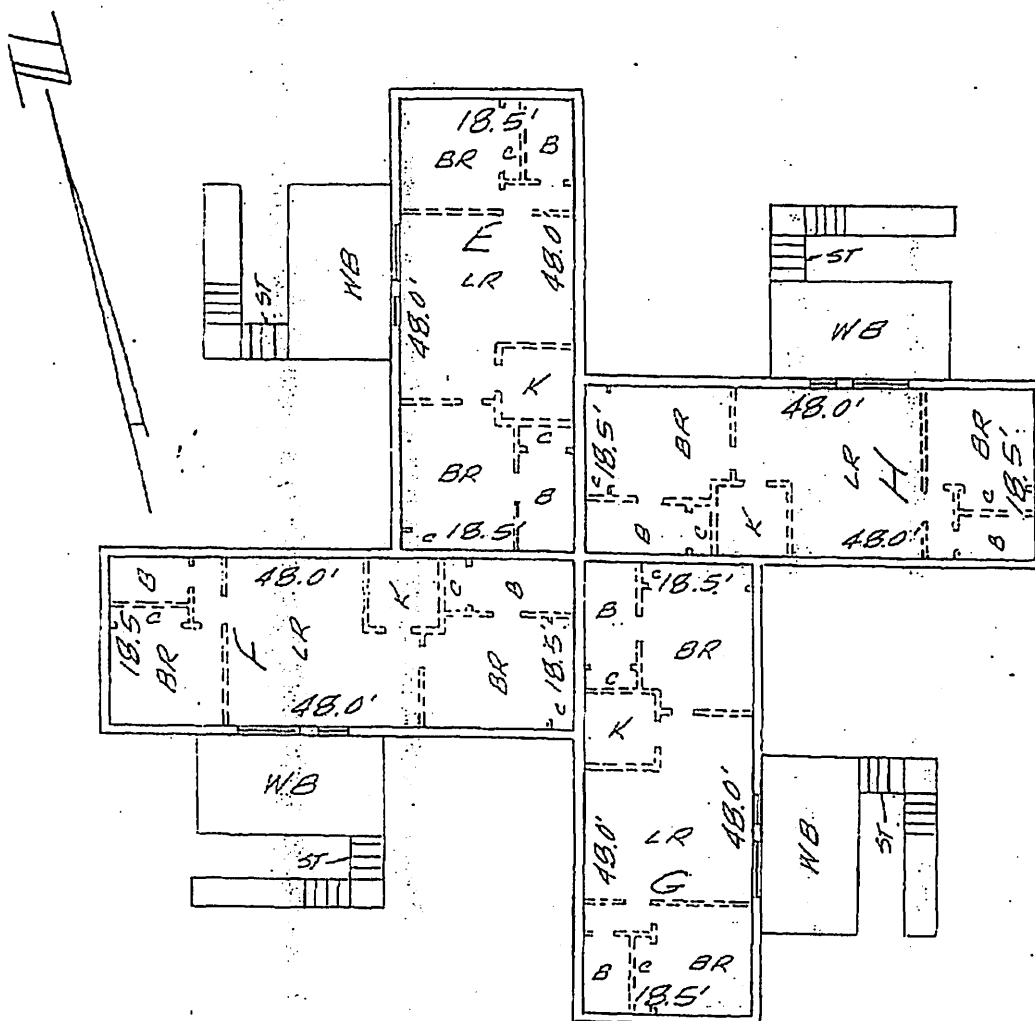
DATE: MAR. 1984

SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS - ENGINEERS - LAND PLANNERS

DEED BY BEACH



SECOND FLOOR PLAN BUILDING 16

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +25.00

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +33.00

LEGEND:

"25.00" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"E, F, G, H" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"=" = ENTRY DOOR

"WB" = WOOD BALCONY

"ST" = WOOD STAIRS

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: MAR. 1984

SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

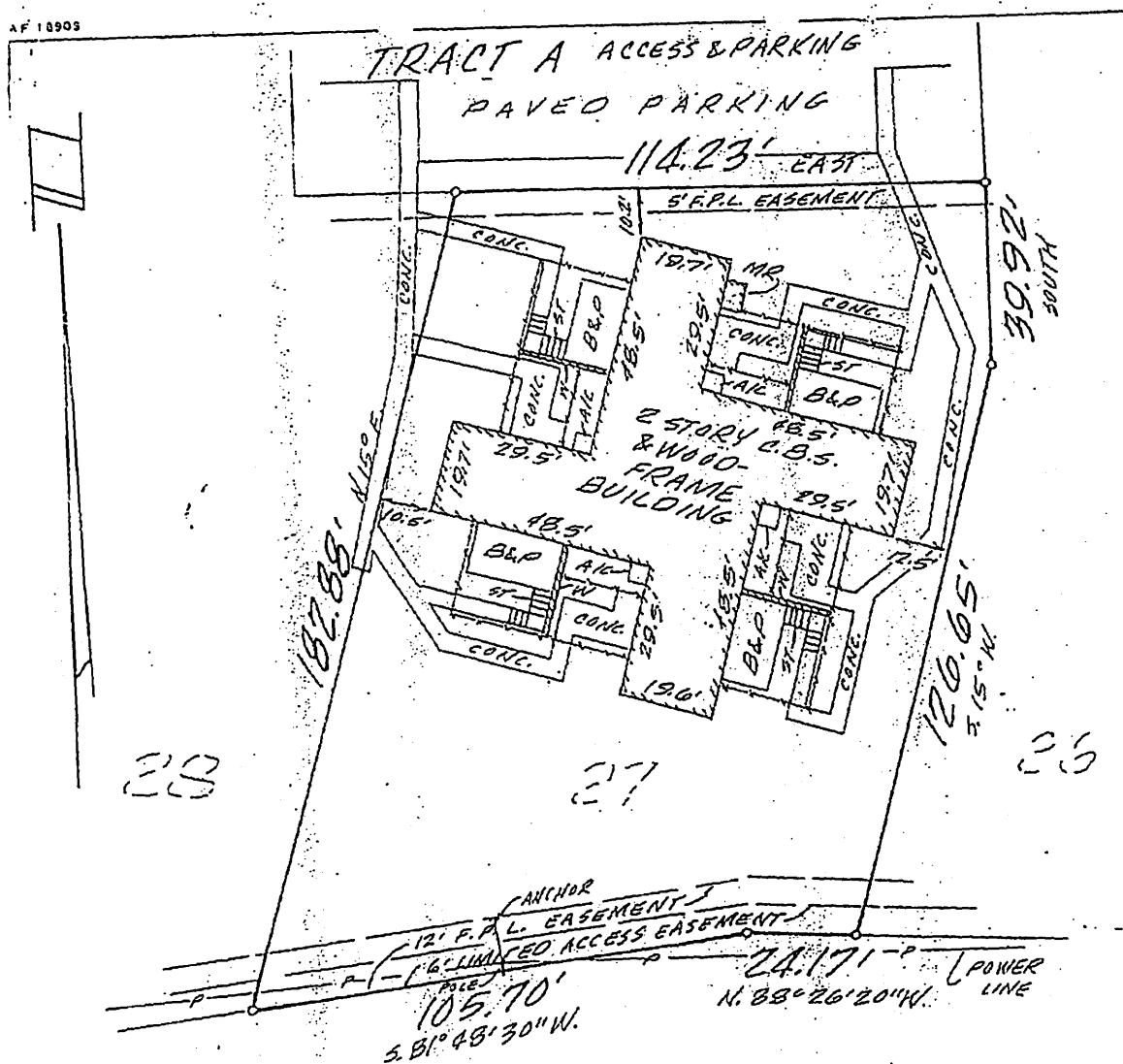
LAND SURVEYORS - ENGINEERS - LAND PLANNERS

DELRAY BEACH

FLORIDA

BOYNTON BEACH

1005111111 0 1111111111



N. E. 22ND AVENUE

LEGEND:

"W" = C.B.S. WALL

"ST" = STAIRS

"MR" = 1 STORY WOOD-FRAME & STUCCO METER ROOM

"A/C" = CONC. AIR CONDITIONER PAD

"B&P" = WOOD BALCONY (2ND FLOOR) WITH CONC. PORCH BELOW

"—" = WOOD FENCE

REVISED: MAR. 30, 1984 - FINAL

DESCRIPTION: Lot 27, The Crossings of Boynton Beach, P.U.D.,
Boynton Beach, Palm Beach County, Florida.

CERTIFIED TO: "The Crossings"

NOTE: THIS "AS BUILT" SURVEY MEETS THE MINIMUM TECHNICAL
STANDARDS OF CHAPTER 211H, C.F.A.C.

DATE: JAN. 11, 1983

SCALE: 1" = 30'

PLAT BOOK No. 45

PAGE No. 170-171

O'BRIEN, SUITER & O'BRIEN, INC.

301 N. Fed. Hwy. ENGINEERS - LAND SURVEYORS

DELRAY BEACH

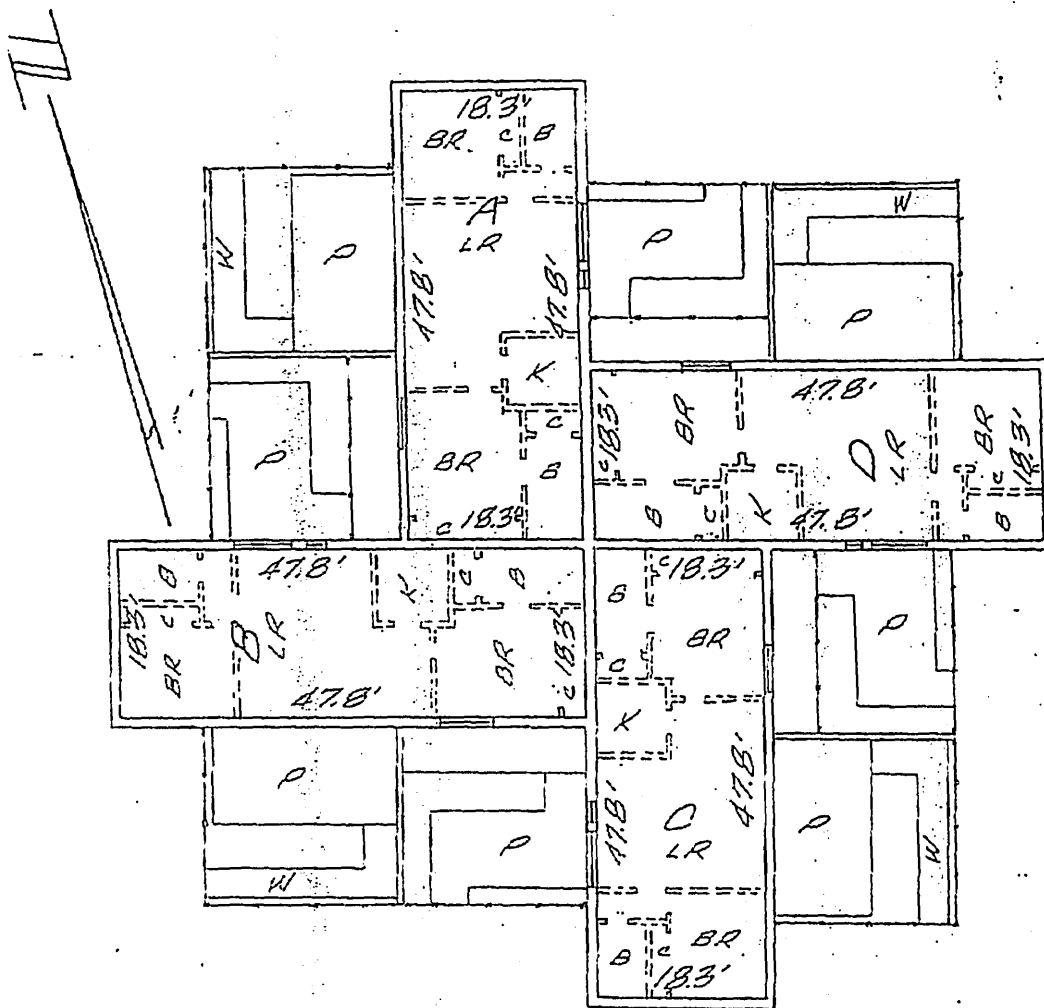
FLORIDA

BOYNTON BEACH

This drawing not
valid without an
embossed seal.

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey
made under my direction, and that said survey is accurate to the best of my knowledge and belief,
and, unless otherwise shown, there are no visible encroachments.

Registered Land Surveyor
Florida Certificate No. 262



FIRST FLOOR PLAN BUILDING 27

FINISHED FLOOR ELEVATION-LOWER BOUNDARY= +15.50

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +23.50

LEGEND:

+23.50" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"A, B, C, D" = UNIT NUMBER

"BR" = BEDROOM

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"K" = KITCHEN

"B" = BATHROOM

"=" = ENTRY DOOR

"—" = WOOD FENCE

"P" = CONC. PORCH OR PATIO

"W" = CONC. WALK

'E CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

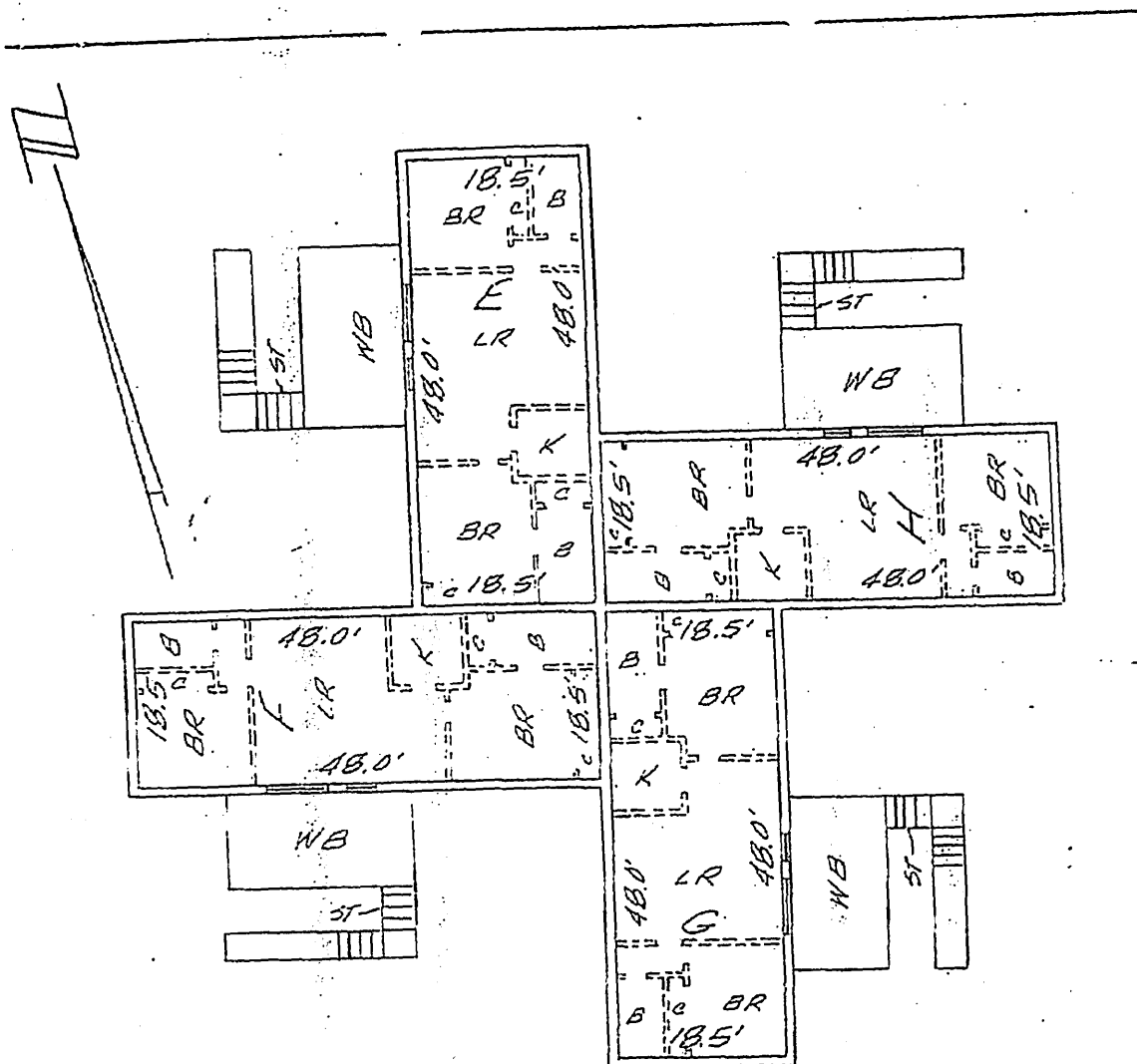
DATE: MAR. 1984

SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DELRAY BEACH



SECOND FLOOR PLAN BUILDING 27

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +25.08

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +33.08

LEGEND:

" +25.08 " DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"E, F, G, H" = UNIT NUMBER

"—" = ENTRY DOOR

"BR" = BEDROOM

"WB" = WOOD BALCONY

"C" = CLOSET

"ST" = WOOD STAIRS

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: MAR. 1984

SCALE: 1"=15'

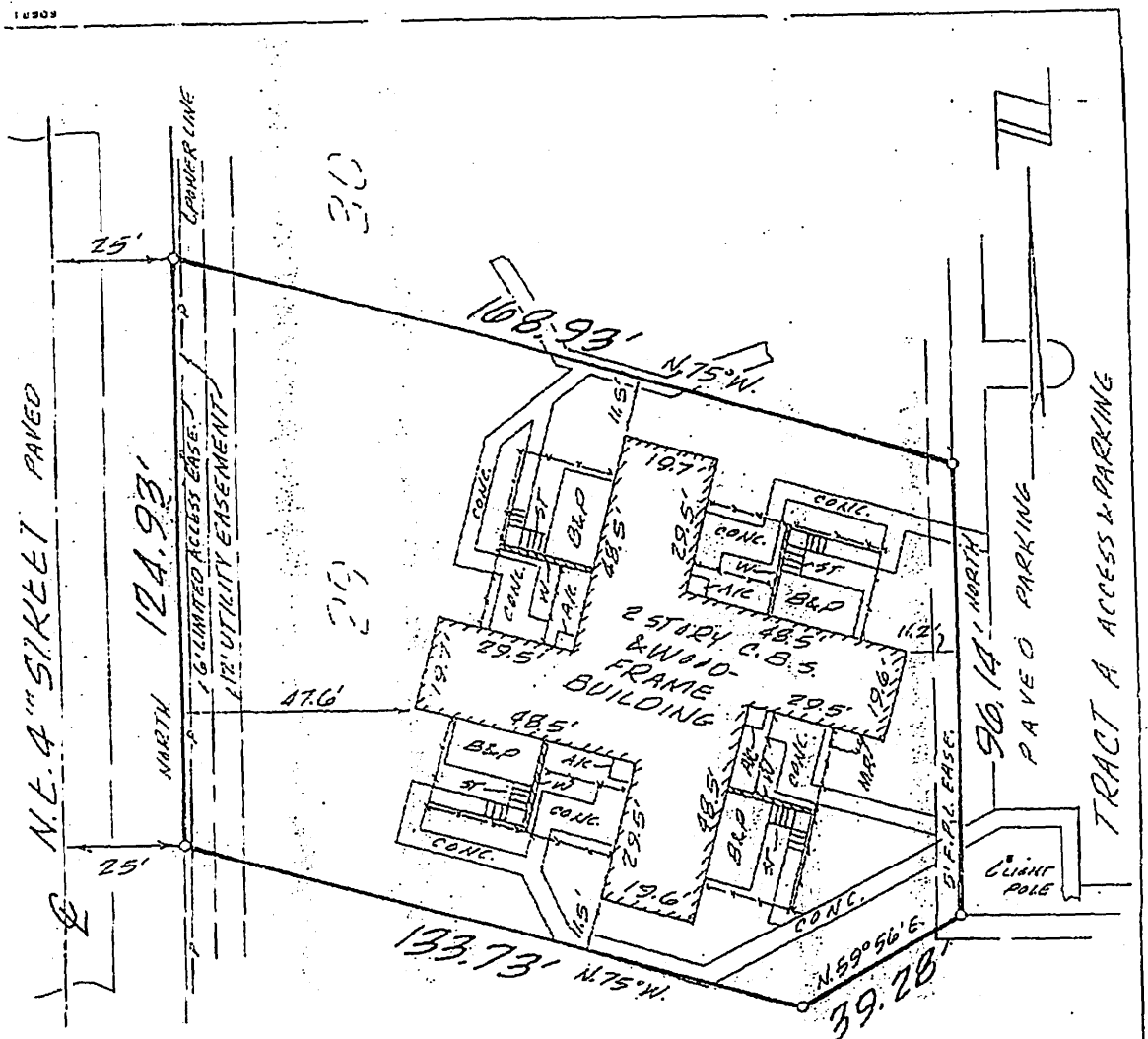
O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DELRAY BEACH

FLORIDA

BOYNTON BEACH



LEGEND:

- "W" = C.B.S. WALL
- "ST" = STAIRS
- "MR" = 1 STORY WOOD-FRAME & STUCCO METER ROOM
- "AC" = CONC. AIR CONDITIONER PAD
- "B&P" = WOOD BALCONY (2ND FLOOR) WITH CONC. PORCH BELOW
- "- - -" = WOOD FENCE

NOTE

This "As-Built" survey meets the Minimum Technical Standards of Chapter 21HH-6 F.A.C.

REVISED: MAR. 30, 1984 - FINAL

DESCRIPTION: Lot 29, The Crossings of Boynton Beach, P.U.D., Boynton Beach, Palm Beach County, Florida.

CERTIFIED TO: "The Crossings"

This drawing not valid without an embossed seal.

E 28 DEC. 1983 SCALE 1" = 30' PLAT BOOK No. 45 PAGE No. 170-171

O'BRIEN, SUITER & O'BRIEN, INC.

101 N. Fed. Hwy. ENGINEERS - LAND SURVEYORS

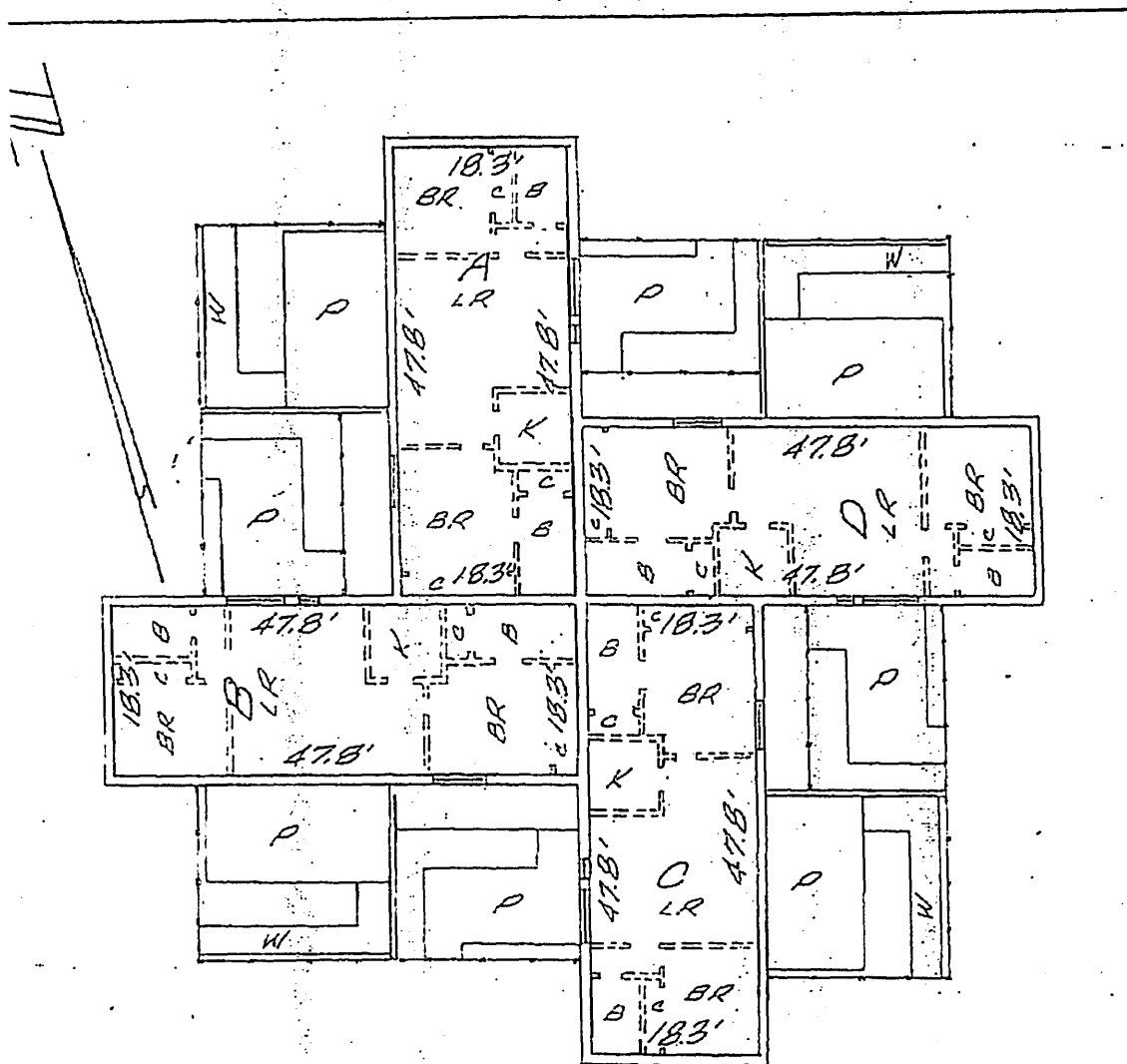
DELRAY BEACH

FLORIDA

BOYNTON BEACH

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and, unless otherwise shown, there are no visible encroachments.

Registered Land Surveyor
Florida Certificate No. 23,317



FIRST FLOOR PLAN BUILDING 29

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +15.99

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +23.99

LEGEND:

"15.99" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM: (N.G.V.D.)

"A, B, C, D" = UNIT NUMBER

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"K" = KITCHEN

"B" = BATHROOM

"=" = ENTRY DOOR

"—" = WOOD FENCE

"P" = CONC. PORCH OR PATIO

"W" = CONC. WALK

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: MAR. 1984

SCALE: 1"=15'

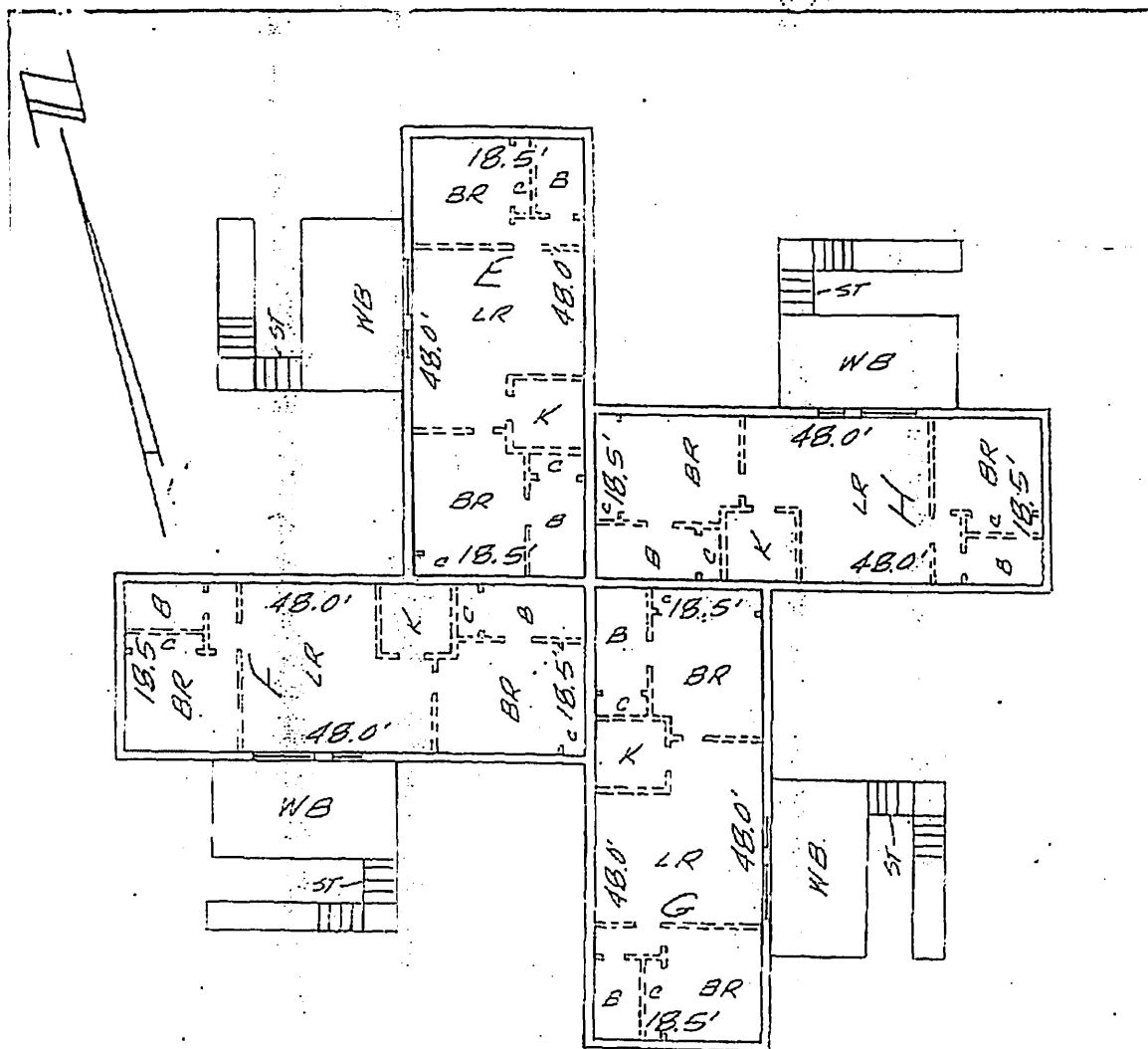
O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DELRAY BEACH

FLORIDA

BOYNTON BEACH



SECOND FLOOR PLAN BUILDING 29

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +25.57

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +33.57

LEGEND:

"25.57" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"E, F, G, H" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"—" = ENTRY DOOR

"WB" = WOOD BALCONY

"ST" = WOOD STAIRS

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: MAR. 1984

SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.
LAND SURVEYORS — ENGINEERS — LAND PLANNERS

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

DELRAY BEACH

FLORIDA

BOYNTON BEACH

Prepared by: ✓
John White, II
Smathers & Thompson
Forum III, Suite 104
1675 Palm Beach Lakes Blvd.
West Palm Beach, FL 33401

ADDENDUM TO
THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE CROSSINGS OF BOYNTON BEACH

This Addendum to First Amendment to Declaration, dated this ___ day of June, 1984, by SPH ASSOCIATES, a Florida general partnership, "DEVELOPER".

WITNESSETH:

WHEREAS, DEVELOPER recorded the Declaration of Condominium for Phase I of THE CROSSINGS OF BOYNTON BEACH on October 27, 1983, in Official Records Book 4071, commencing at Page 1175, of the Public Records of Palm Beach County, Florida, "Initial Filing"; and

WHEREAS, DEVELOPER filed its Third Amendment to the Initial Filing on March 21, 1984, in Official Records Book 4190, at Page 438, of the Public Records of Palm Beach County, Florida, "Third Amendment", which Third Amendment submitted to condominium ownership and use Phase 7 of THE CROSSINGS OF BOYNTON BEACH; and

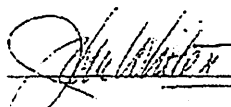
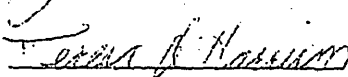
WHEREAS, DEVELOPER wishes to amend the Third Amendment to reflect that the construction of additional improvements is substantially complete;

NOW, THEREFORE, DEVELOPER amends the Third Amendment as follows:

1. By filing herewith the Surveyor's Certificate attesting that the construction of Lots 17 and 18 of Phase 7 is substantially complete.

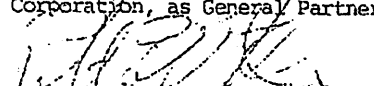
IN WITNESS WHEREOF, the DEVELOPER has executed this Addendum to Second Amendment and Third Amendment the day and year first above written.

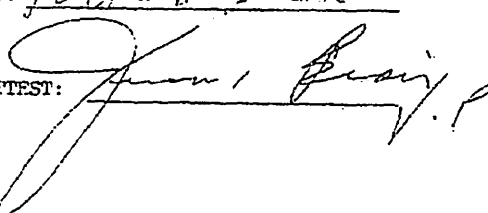
WITNESSES:

SPH ASSOCIATES, a Florida general partnership

BY: HMB DEVELOPMENT, INC., a Florida Corporation, as General Partner

BY: 

ATTEST: 

AND

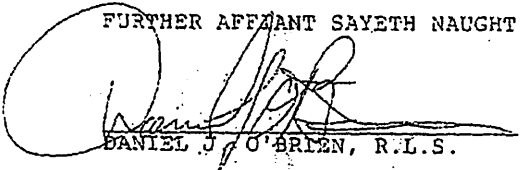
SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority duly authorized to administer oaths, and take acknowledgement, personally appeared DANIEL J. O'BRIEN, who after first being duly cautioned and sworn, deposed and states as follows:

1. That he is the duly registered land surveyor under the Laws of the State of Florida holding Certificate No. 1601.
2. That the attached 7 sheets delineates the existing improvements on the condominium property of Lots 17 & 18 only of Phase 7 of THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM, said Phase 7 being Lots 13 thru 18 inclusive, according to the plat of THE CROSSINGS OF BOYNTON BEACH, P.U.D., as recorded in Plat Book 45 at pages 170 and 171 of the Public Records of Palm Beach County, Florida.
3. Affiant hereby certifies that the construction of the existing improvements shown for said Lots 17 & 18 of said Phase 7 is substantially complete and that the attached 7 sheets together with the wording of the declaration relating to matters of survey is an accurate representation of the improvements described thereon and there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit.

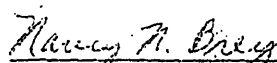
FURTHER AFFEANT SAYETH NAUGHT


DANIEL J. O'BRIEN, R.L.S.

DATE June 18, 1984

SWORN TO AND SUBSCRIBED before me

this 15th day of June, 1984


Notary Public, State Of Florida At Large
My Commission Expires Nov. 20, 1987
Bonded by SAFECO Insurance Company of America
NOTARY PUBLIC STATE OF FLORIDA At Large

Elizabeth M. Minorski

BY: THE ST. PAUL CORPORATION, a
Florida corporation, as General
Partner

Ray Lynn Schneider

BY: [Signature]

ATTEST: [Signature]

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County first afore-said, personally appeared Robert E. Hamilton and Jerome Blair as President and Vice President of HMB DEVELOPMENT, INC., as General Partner of SPH ASSOCIATES, a Florida general partnership, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as said partner of said partnership, and that said instrument is the free act and deed of said partnership.

WITNESS my hand and official seal, this 18th day of June, 1984.

[Signature]
Notary Public, State of Florida

My Commission Expires:

Notary Public state of Florida at large
My commission expires August 18, 1986

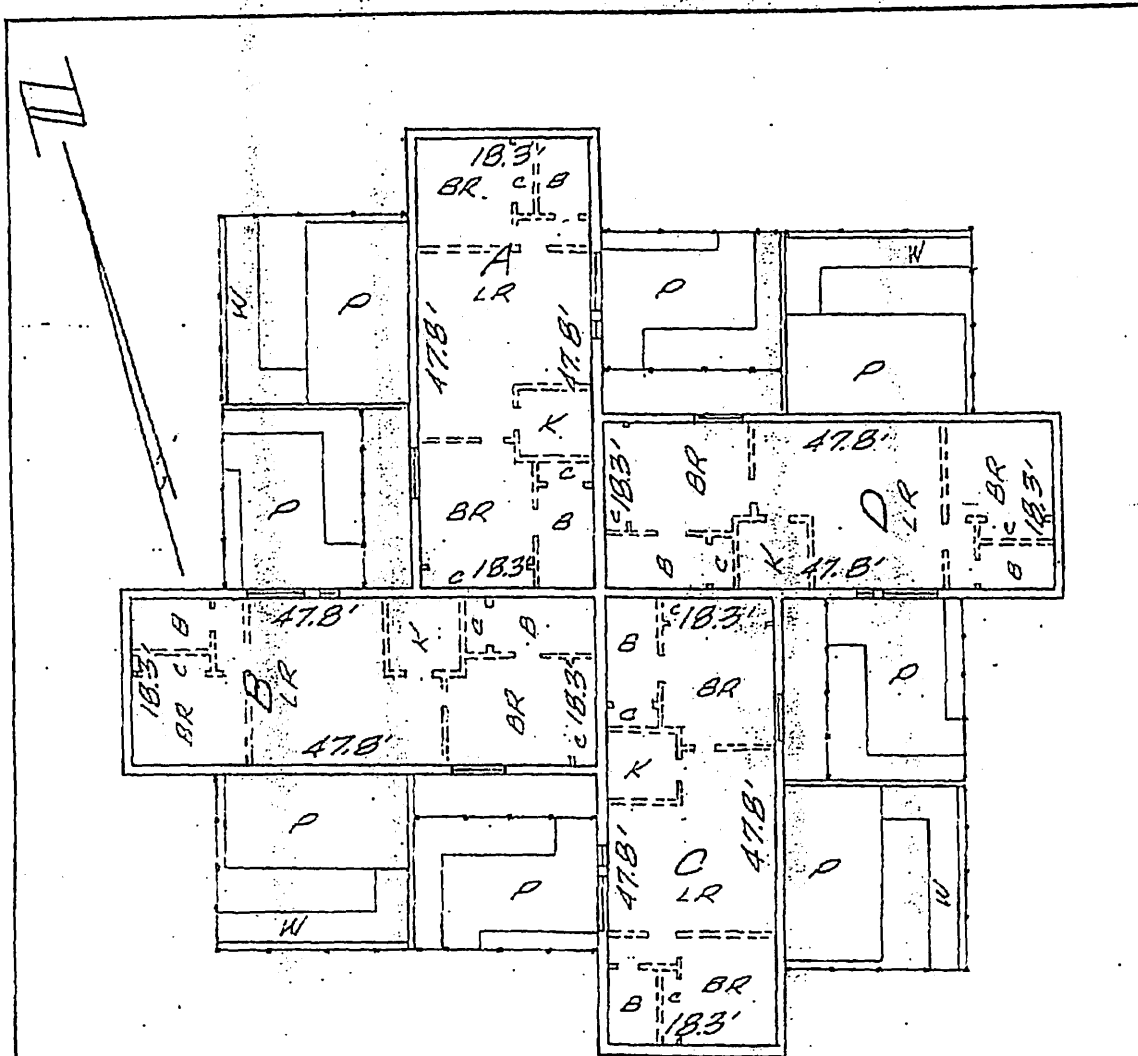
STATE OF MARYLAND)
County) SS
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County first afore-said, personally appeared Robert E. Hamilton and Jerome Blair as President and Vice President of THE ST. PAUL CORPORATION, as General Partner of SPH ASSOCIATES, a Florida general partnership, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as said partner of said partnership, and that said instrument is the free act and deed of said partnership.

WITNESS my hand and official seal, this 15th day of June, 1984.

Elizabeth M. Minorski
Notary Public, State of Maryland

My Commission Expires: July 1, 1986



FIRST FLOOR PLAN BUILDING 17

FINISHED FLOOR ELEVATION-LOWER BOUNDARY= +15.55

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +23.55

LEGEND:

"+15.55" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"A, B, C, D" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"=" = ENTRY DOOR

"—" = WOOD FENCE

"P" = CONC. PORCH OR PATIO

"W" = CONC. WALK

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: JUNE 1984

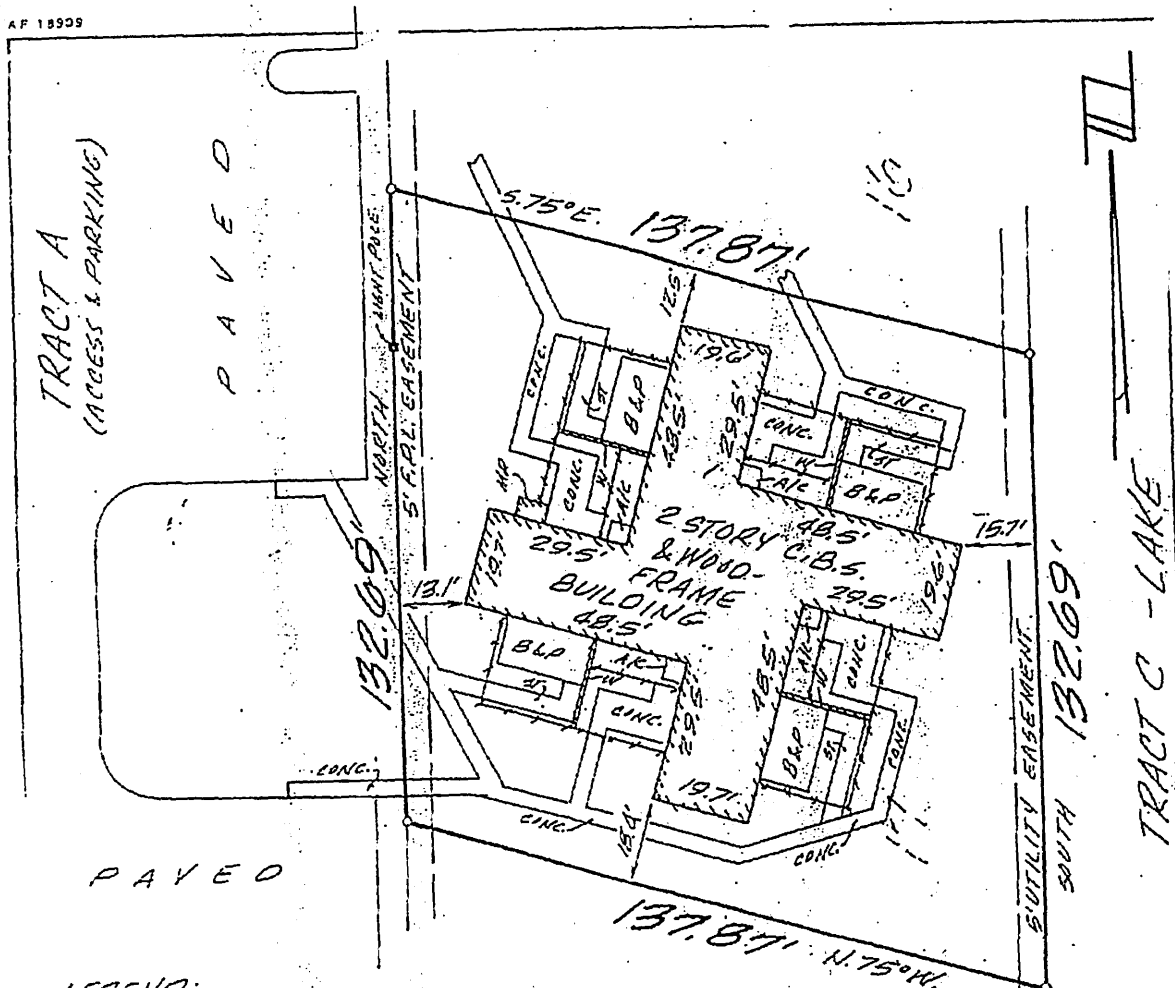
SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DELRAY BEACH

FLOOR 1



LEGEND:

"W" = C.B.S. WALL

"ST" = STAIRS

"MR" = 1 STORY WOOD-FRAME & STUCCO METER ROOM

"A/C" = CONC. AIR CONDITIONER PAD

"B & P" = WOOD BALCONY (2ND FLOOR) WITH CONC. PORCH BELOW

"—" = WOOD FENCE

NOTE

1. This "As-Built" survey meets the Minimum Technical Standards of Chapter 21HH-6 F.A.C.

REVISED: JUNE 13, 1984 - FINAL

DESCRIPTION: Lot 17, The Crossings of Boynton Beach, P.U.D.,
Boynton Beach, Palm Beach County, Florida.

CERTIFIED TO: "The Crossings"

DATE: MAR. 28, 1984	SCALE: 1" = 30'	PLAT BOOK No. 45	PAGE No. 170-171
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O'BRIEN, SUITER & O'BRIEN, INC.

501 N. Fed. Hwy. ENGINEERS - LAND SURVEYORS

DELRAY BEACH

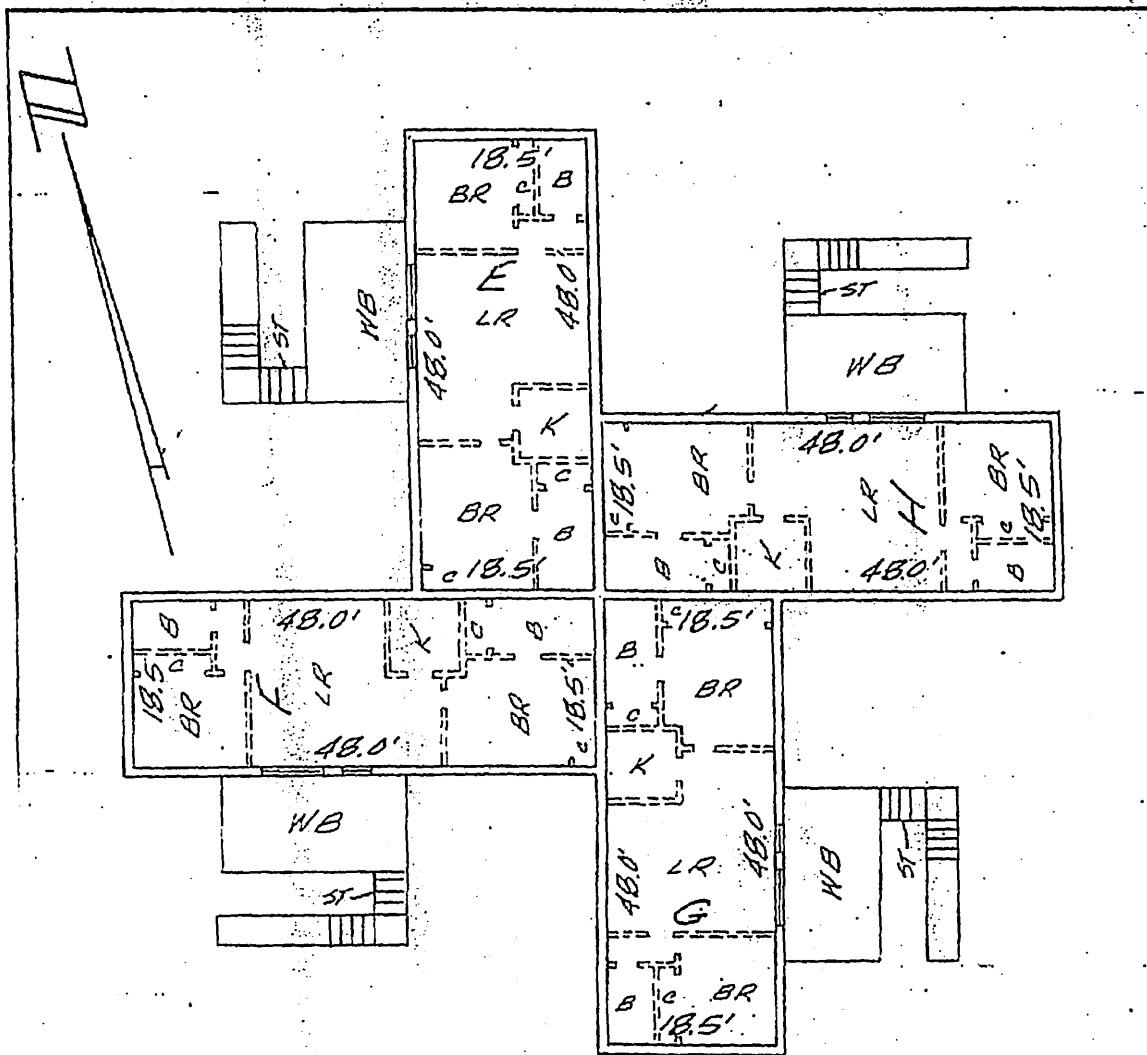
FLORIDA

BOYNTON BEACH

This drawing not
valid without an
embossed seal.

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and, unless otherwise shown, there are no visible encroachments.

Registered Land Surveyor
Florida Certificate No. 101



SECOND FLOOR PLAN BUILDING 17

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +25.13

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +33.13

LEGEND:

"433.13" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"E, F, G, H" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"—" = ENTRY DOOR

"WB" = WOOD BALCONY

"ST" = WOOD STAIRS

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

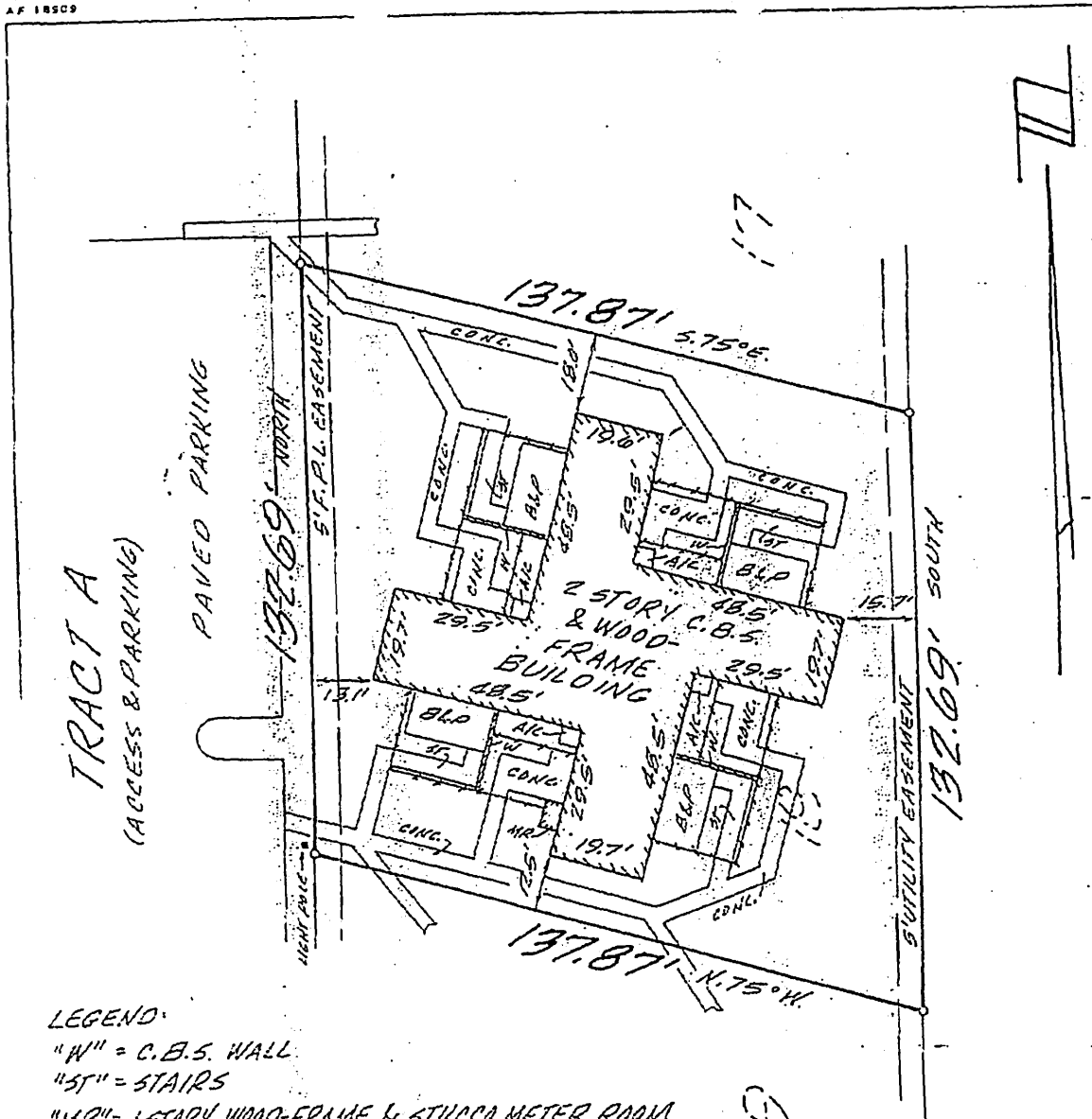
DATE: JUNE 1984

SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DELRAY BEACH



LEGEND:

"W" = C.B.S. WALL

"ST" = STAIRS

"MR" = 1 STORY WOOD-FRAME & STUCCO METER ROOM

"AC" = CONC. AIR CONDITIONER PAD

"B & P" = WOOD BALCONY (2ND FLOOR) WITH CONC. PORCH BELOW

"———" = WOOD FENCE

NOTE

1. This "As-Built" survey meets the Minimum Technical Standards of Chapter 21HH-6 F.A.C.

REVISED: JUNE 13, 1984 - FINAL

DESCRIPTION: Lot 18, The Crossings of Boynton Beach, P.U.D.,
Boynton Beach, Palm Beach County, Florida.

CERTIFIED TO: "The Crossings"

This drawing not
valid without an
embossed seal.

DATE APR. 2, 1984 SCALE 1"=30' PLAT BOOK No. 45 PAGE No. 170-171

O'BRIEN, SUITER & O'BRIEN, INC.

601 N. Fed. Hwy. ENGINEERS - LAND SURVEYORS
DELRAY BEACH FLORIDA BOYNTON BEACH

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and, unless otherwise shown, there are no visible encroachments.

Registered Land Surveyor
Florida Certificate No. 1601

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

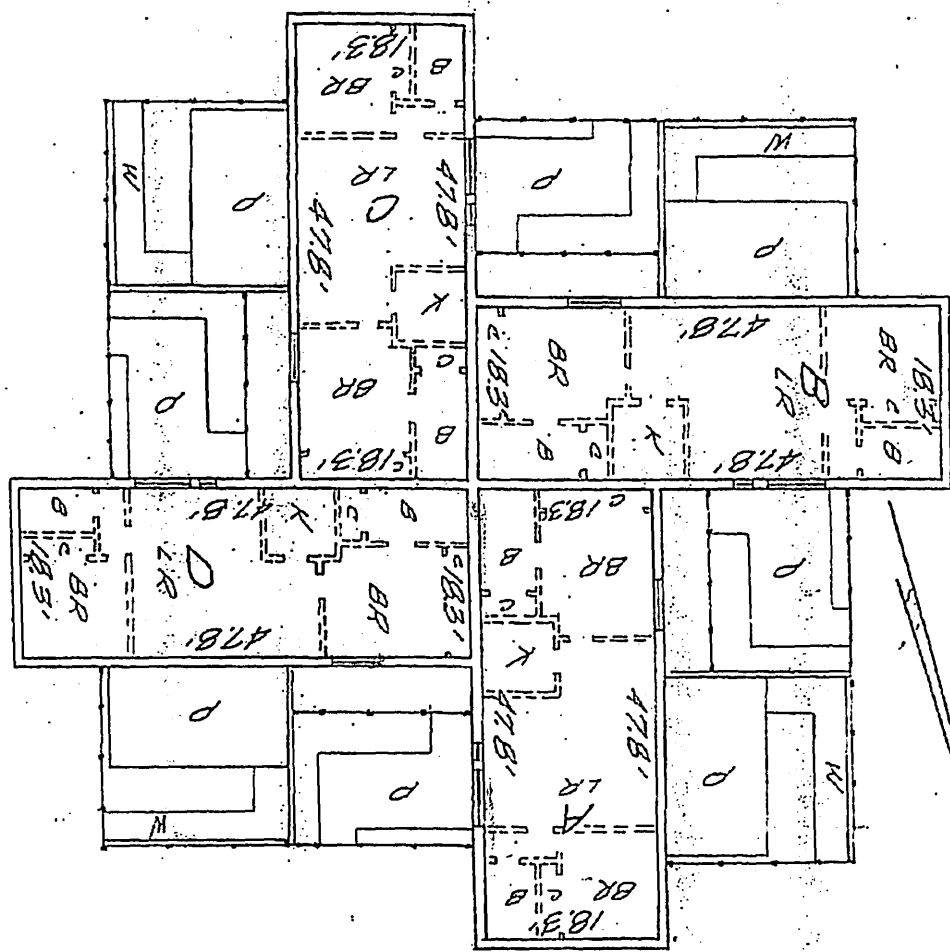
DATE: JUNE 1984

SCALE: 1"=15'

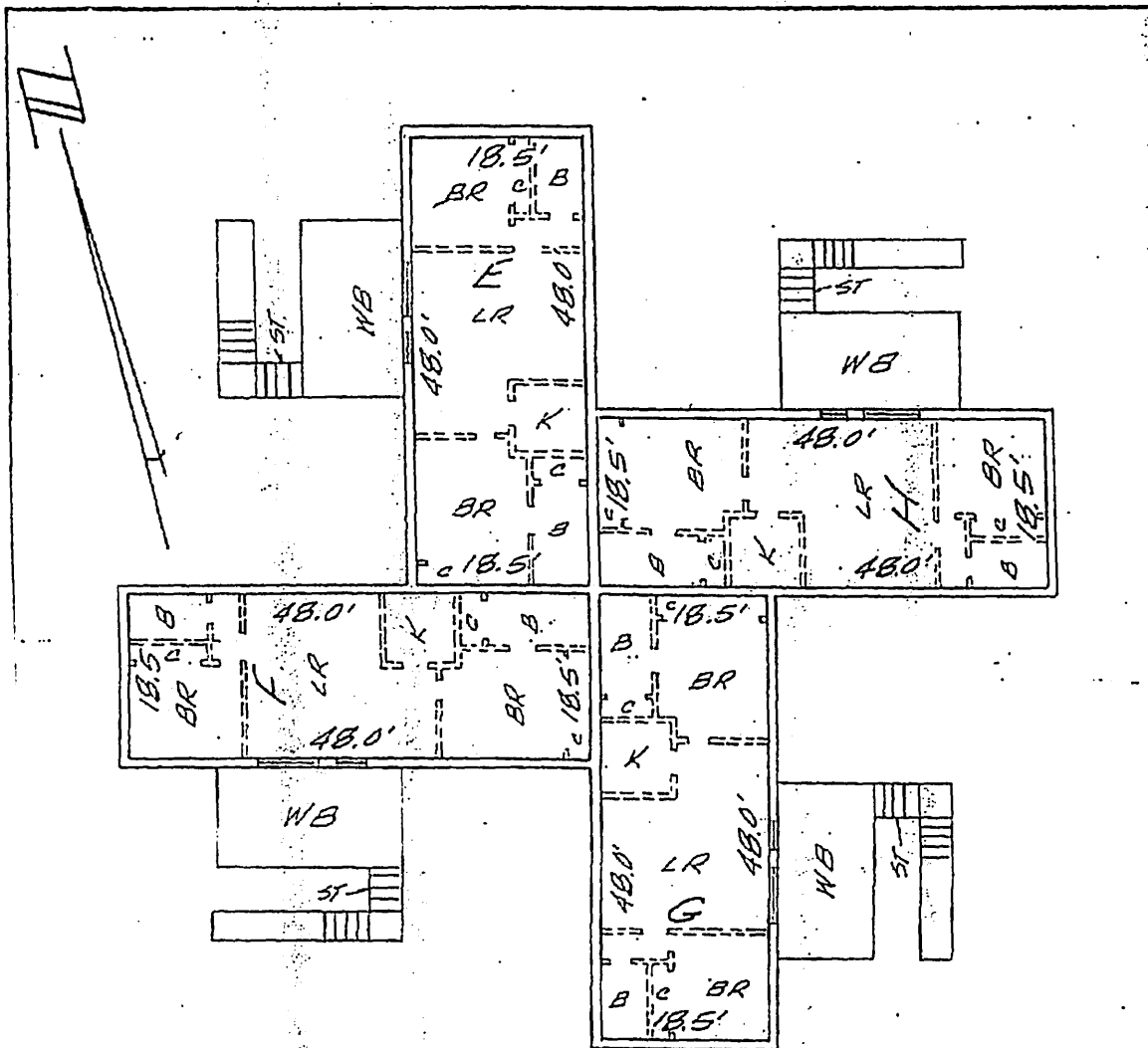
O'BRIEN, SUTER & O'BRIEN, INC.
LAND SURVEYORS - ENGINEERS - LAND PLANNERS
FLORIDA

LEGEND:
 "A, B, C, D" = UNIT NUMBER
 "BR" = BEDROOM
 "C" = CLOSET
 "LR" = LIVING ROOM
 "K" = KITCHEN
 "B" = BATHROOM
 "E" = ENTRY DOOR
 "D" = CONC. PORCH OR PATIO
 "W" = CONC. WALK
 "F" = WOOD FENCE
 PARTS THEREOF BASED ON NATIONAL GEODETIC
 VERTICAL DATUM (N.G.V.D.)
 "15.51" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL
 FINISHED FLOOR ELEVATION - LOWER BOUNDARY = +15.51
 FINISHED CEILING ELEVATION - UPPER BOUNDARY = +23.51

FIRST FLOOR PLAN, BUILDING 18



11



SECOND FLOOR PLAN BUILDING 1B

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +25.09

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +33.09

LEGEND:

"+25.09" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"E, F, G, H" = UNIT NUMBER

"—" = ENTRY DOOR

"BR" = BEDROOM

"WB" = WOOD BALCONY

"C" = CLOSET

"ST" = WOOD STAIRS

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN D. BUNKER
CLERK CIRCUIT COURT

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: JUNE 1984

SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DELRAY BEACH

FLOOR 1

FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE CROSSINGS OF BOYNTON BEACH

This instrument was prepared by:

SMATHER'S F. THOMAS, JR.
FOR M. DEANE SMATHER
1625 Palm Beach Lane
Palm Beach, FL 33401

This Fourth Amendment to Declaration, dated this 12th day of July, 1984, by SPH ASSOCIATES, a Florida general partnership, "DEVELOPER"

WITNESSETH:

WHEREAS, DEVELOPER recorded the Declaration of Condominium for Phase I of THE CROSSINGS OF BOYNTON BEACH on October 27, 1983, in Official Records Book 4071, commencing at Page 1175, of the Public Records of Palm Beach County, Florida, "Initial Filing"; and

WHEREAS, Developer wishes to submit the lands and improvements herein described to condominium ownership and use in the manner provided by law;

NOW, THEREFORE, DEVELOPER covenants and agrees as follows:

1. Phase 5 of THE CROSSINGS OF BOYNTON BEACH, as legally described on attached Exhibit "A", is hereby submitted to condominium ownership and use in accordance with this Fourth Amendment to Declaration and the Initial Filing.
2. Upon recordation of this Amendment to Declaration, the percentage or proportion of the ownership interest in the common elements appurtenant to each unit shall be one two-hundred and eightieth (1/280th).
3. The property hereby submitted to condominium ownership and use is substantially complete as set forth on attached Exhibit "B", Surveyor's Certificate.

IN WITNESS WHEREOF, the DEVELOPER has executed this Fourth Amendment to Declaration the day and year first above written.

WITNESSES:

[Signature]
[Signature]

SPH ASSOCIATES, a Florida general partnership

BY: HMB DEVELOPMENT, INC., a Florida Corporation, as General Partner

BY: [Signature]
PRESIDENT

ATTEST:

AND

[Signature]

BY: THE ST. PAUL CORPORATION, a Florida corporation, as General Partner

[Signature]

BY: [Signature]
V. VICE PRESIDENT

ATTEST:

[Signature]

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County first afore-said, personally appeared Robert E. Newkirk and Robert E. Newkirk as PRESIDENT and SECRETARY of HMB DEVELOPMENT, INC., as General Partner of SPH ASSOCIATES, a Florida general partnership, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as said partner of said partnership, and that said instrument is the free act and deed of said partnership.

WITNESS my hand and official seal, this 12th day of July, 1984.

[Signature]
Notary Public, State of Florida

My Commission Expires:

STATE OF MARYLAND)
Cecil) SS
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County first afore-said, personally appeared Charles A. Klein and Regina Klein as PRESIDENT and SECRETARY of THE ST. PAUL CORPORATION, as General Partner of SPH ASSOCIATES, a Florida general partnership, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as said partner of said partnership, and that said instrument is the free act and deed of said partnership.

WITNESS my hand and official seal, this 19th day of June, 1984.

[Signature]
Notary Public, State of Maryland

My Commission Expires: July 1, 1986

CONSENT OF MORTGAGEE

MERRITT CAPITAL CORPORATION, a Maryland corporation,
hereby consents to the Fourth Amendment to the Declaration
of Condominium of THE CROSSINGS OF BOYNTON BEACH.

Signed, sealed and delivered MERRITT CAPITAL CORPORATION
in the presence of:

Elizabeth M. Wisniewski By: [Signature]
President
Amy Lynn Schneider Attest: [Signature]
(SEAL)

STATE OF MARYLAND)
County of Baltimore) SS:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 15 day of May,
1984, before me personally appeared George C. Kline
and George C. Kline as Vice President
and Secretary respectively of Merritt Capital
Corporation, to me known to be the persons who signed the
foregoing instrument as such officers and acknowledged the
execution thereof to be their free acts and deeds as such
officers for the uses and purposes therein mentioned and
that the said instrument is the act and deed of said cor-
poration.

Elizabeth M. Wisniewski
Notary Public
State of Maryland
My Commission Expires: July 1, 1986

LEGAL DESCRIPTION

Lots 19, 20, 21, 22, and 23 of THE CROSSINGS OF
BOYNTON BEACH, P.U.D., as recorded in Plat Book
45, at Pages 170 and 171, of the Public Records of
Palm Beach County, Florida.

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority duly authorized to administer oaths, and take acknowledgement, personally appeared DANIEL J. O'BRIEN, who after first being duly cautioned and sworn, deposed and states as follows:

1. That he is the duly registered land surveyor under the Laws of the State of Florida holding Certificate No. 1601.
2. That the attached 4 sheets delineates the existing improvements on the condominium property of Lot 19 only of Phase 5 of THE CROSSINGS OF BOYNTON BEACH, A-CONDOMINIUM, said Phase 5 being Lots 19 thru 23 inclusive, according to the plat of THE CROSSINGS OF BOYNTON BEACH, P.U.D., as recorded in Plat Book 45 at pages 170 and 171 of the Public Records of Palm Beach County, Florida.
3. Affiant hereby certifies that the construction of the existing improvements shown for said Lot 19 of said Phase 5 is substantially complete and that the attached 4 sheets together with the wording of the declaration relating to matters of survey is an accurate representation of the improvements described thereon and there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit.

FURTHER AFFIANT SAYETH NAUGHT

DANIEL J. O'BRIEN, R.L.S.

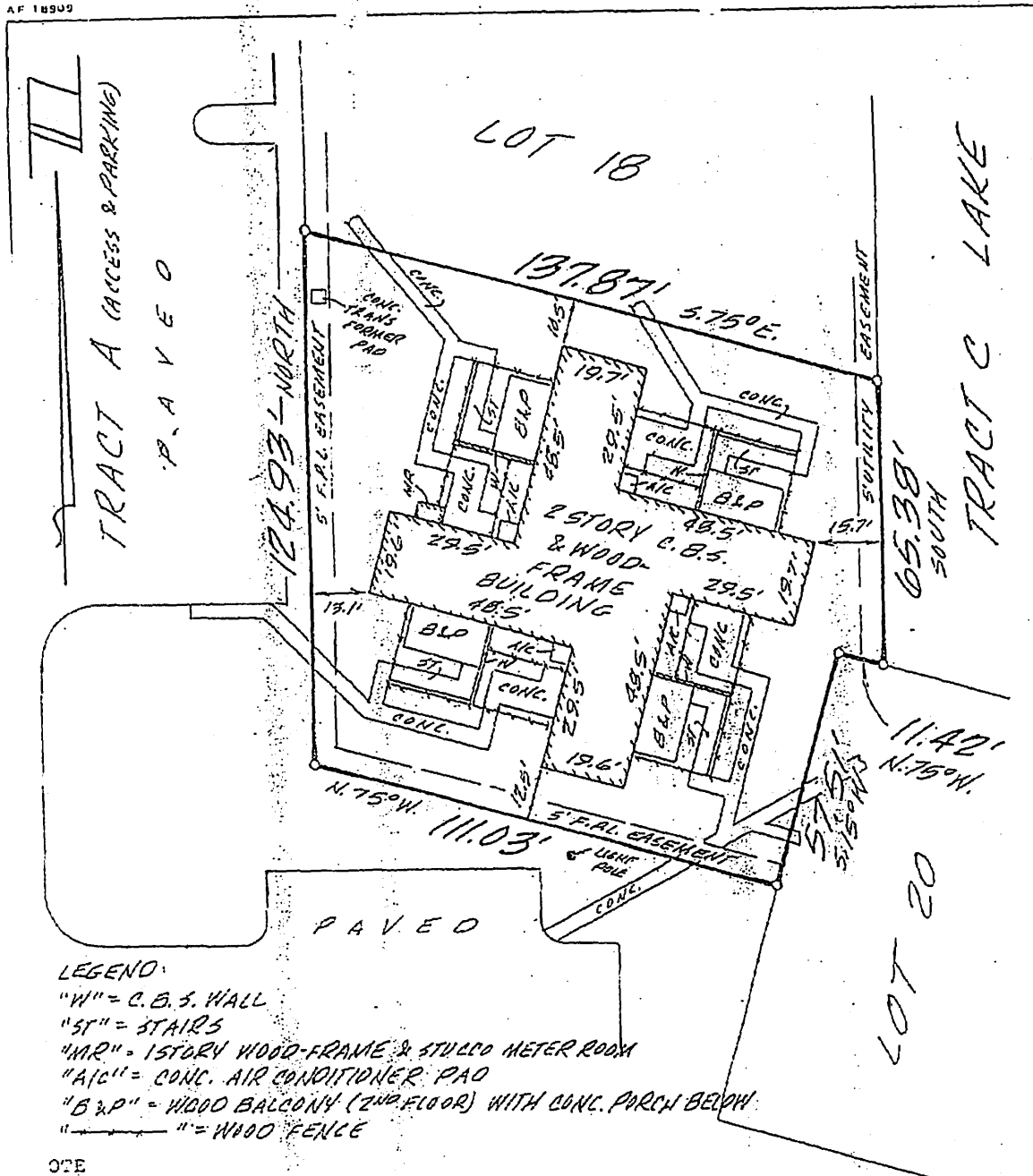
DATE JULY 23 1984

SWORN TO AND SUBSCRIBED before me
this 25th day of July, 1984

Notary Public, State Of Florida At Large
My Commission Expires Nov. 29, 1987

Notary Public, State Of Florida At Large

APPENDIX "B"
Sheet 1 of 4 Sheets



This drawing not valid without an embossed seal.

TE APR. 6, 1984	SCALE 1" = 30'	PLAT BOOK No. 45	PAGE No. 170-171
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O'BRIEN, SUITER & O'BRIEN, INC.

01 N. Fed. Hwy. ENGINEERS - LAND SURVEYORS

DELRAY BEACH

FLORIDA

BOYNTON BEACH

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and, unless otherwise shown, there are no visible encroachments.

Registered Land Surveyor
Florida Certificate No. 1601

BY: THE ST. PAUL CORPORATION, a
Florida corporation, as General
Partner

BY: [Signature]

ATTEST: [Signature]

STATE OF MARYLAND)
) SS
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County first aforesaid, personally appeared George A. Klein and Regina Lee as President and Secretary of THE ST. PAUL CORPORATION as General Partner of SPH ASSOCIATES, a Florida general partnership, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as said partner of said partnership, and that said instrument is the free act and deed of said partnership.

WITNESS my hand and official seal, this 11th day of April, 1984.

John L. L. L.
Notary Public, State of MARYLAND

My Commission Expires:

July 1943

STATE OF FLORIDA)
) SS
CITY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County first aforesaid, personally appeared ROBERT E. HAMILTON and as and of HMB DEVELOPMENT, INC., as General Partner of SPH ASSOCIATES, a Florida general partnership, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as said partner of said partnership, and that said instrument is the free act and deed of said partnership.

WITNESS my hand and official seal, this 17th day of April 1984.

Notary Public State of Florida at Large
My Commission Expires August 16, 1988

Loraine R. Harrison
Notary Public, State of Florida

My Commission Expires:

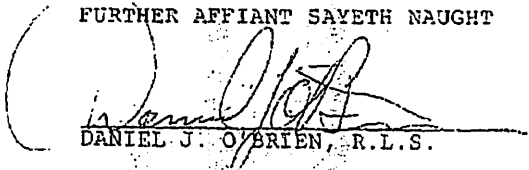
SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority duly authorized to administer oaths, and take acknowledgement, personally appeared DANIEL J. O'BRIEN, who after first being duly cautioned and sworn, deposed and states as follows:

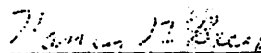
1. That he is the duly registered land surveyor under the Laws of the State of Florida holding Certificate No. 1601.
2. That the attached 10 sheets delineates the existing improvements on the condominium property of Lot 16 only, Phase 7 of THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM, and Lots 27 and 29 only of Phase 4 of THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM, said Phase 7 being Lots 13 thru 18 inclusive, according to the plat of THE CROSSINGS OF BOYNTON BEACH, P.U.D. as recorded in plat book 45 at pages 170 and 171 of the public records of Palm Beach County, Florida and said Phase 4 being Lots 24 thru 29 inclusive, according to the plat of THE CROSSINGS OF BOYNTON BEACH, P.U.D., as recorded in plat book 45 at pages 170 and 171 of the public records of Palm Beach County, Florida.
3. Affiant hereby certifies that the construction of the existing improvements shown for Lot 16 of said Phase 7 & Lots 27 & 29 of said Phase 4 is substantially complete and that the attached 10 sheets together with the wording of the declaration relating to matters of survey is an accurate representation of the improvements described thereon and there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit.

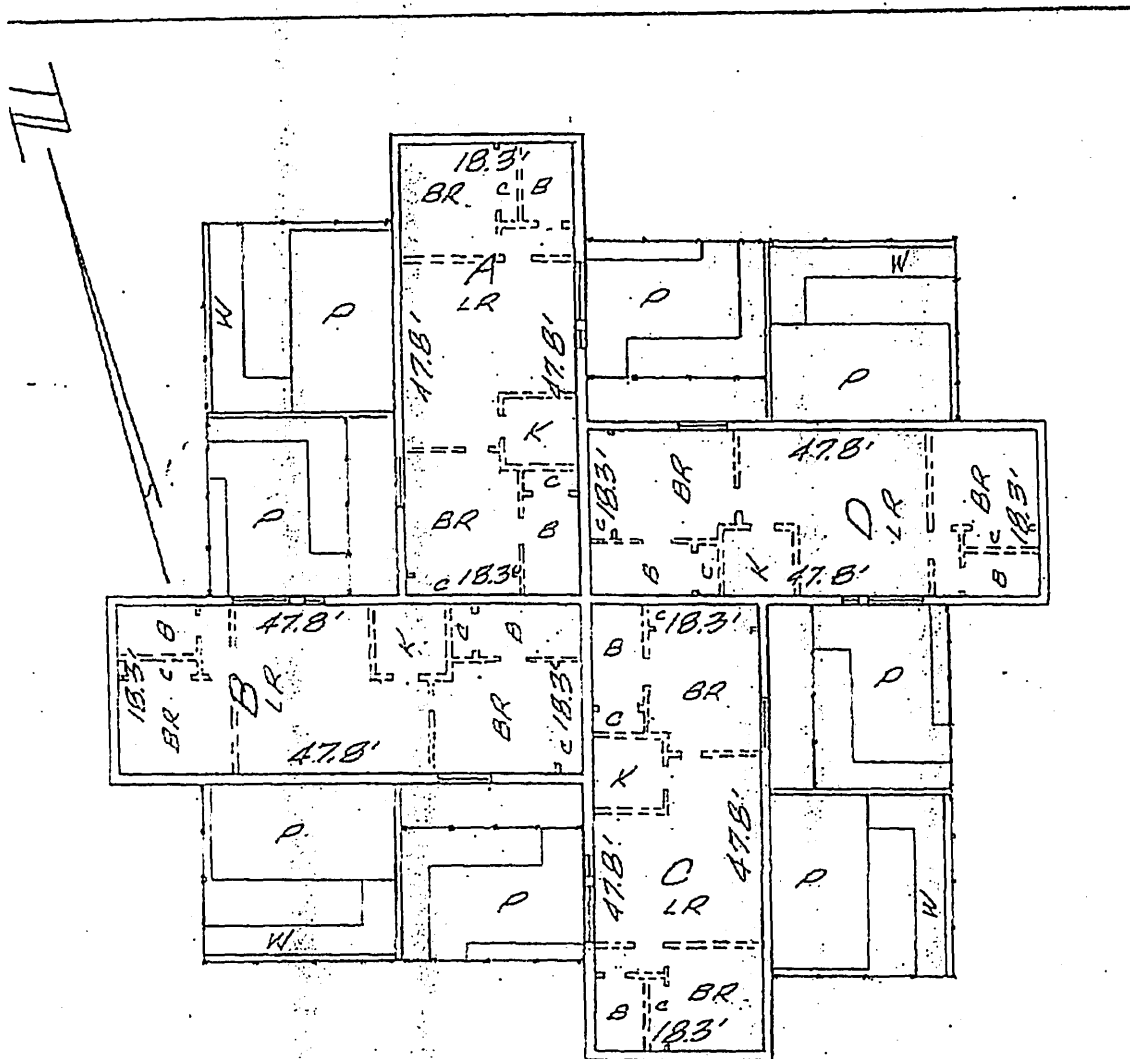
FURTHER AFFIANT SAYETH NAUGHT


DANIEL J. O'BRIEN, R.L.S.

DATE April 3, 1984

SWORN TO AND SUBSCRIBED before me
this 3rd day of APRIL, 1984


NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires Nov. 20, 1987
Issued by 225,000 Insurance Company of America



FIRST FLOOR PLAN BUILDING 19

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +15.00

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +23.00

LEGEND:

"15.00" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"A, B, C, D" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"—" = ENTRY DOOR

"—" = WOOD FENCE

"P" = CONC. PORCH OR PATIO

"W" = CONC. WALK

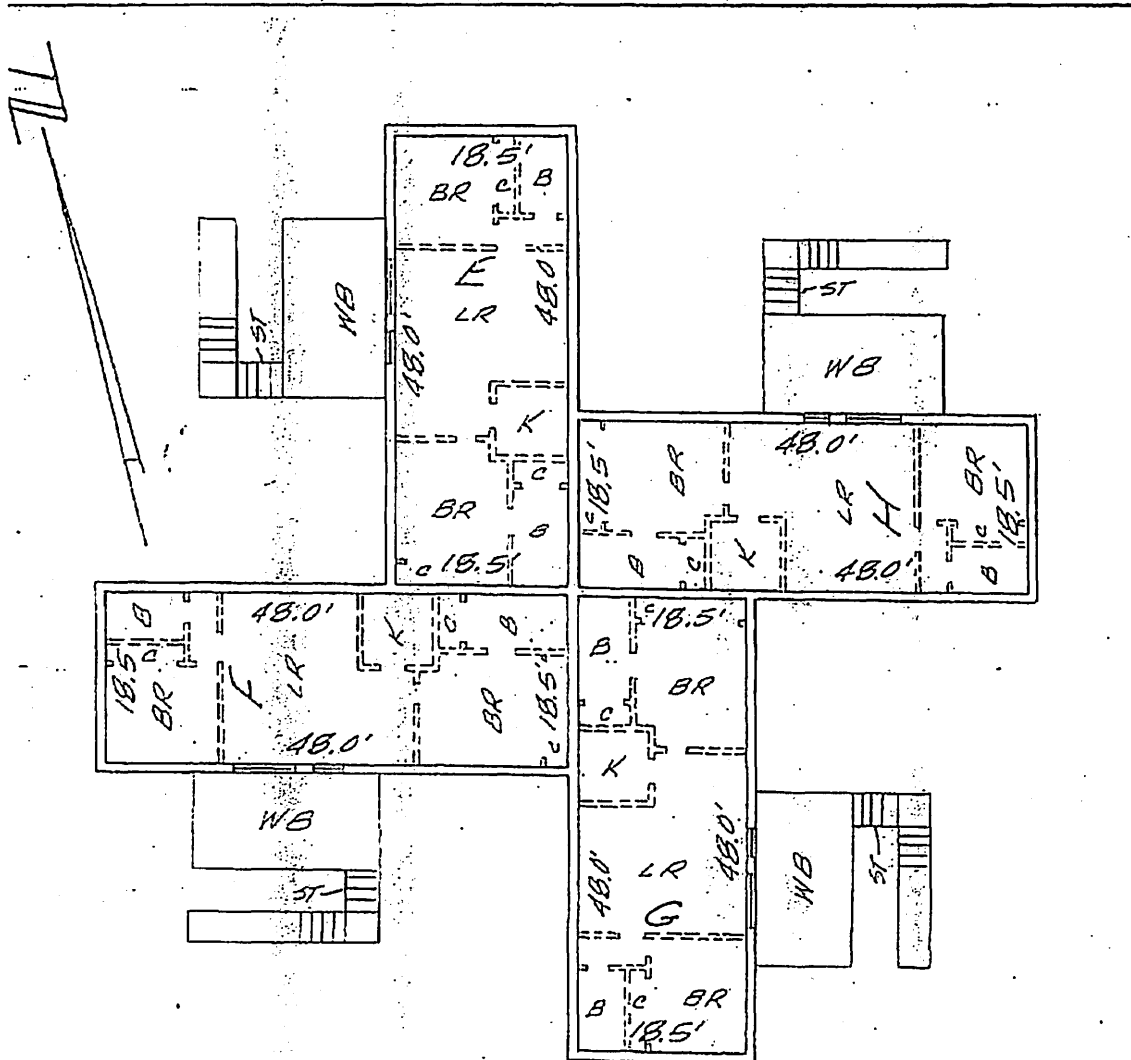
THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: JUNE 1984

SCALE: 1"=15'

REVISED 7/23/84 SHEET NO.

O'BRIEN, SUITER & O'BRIEN, INC.
LAND SURVEYORS — ENGINEERS — LAND PLANNERS



SECOND FLOOR PLAN BUILDING 19.

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +24.58

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +32.58

LEGEND:

" + 24.58 " DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"E, F, G, H" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"—" = ENTRY DOOR

"WB" = WOOD BALCONY

"ST" = WOOD STAIRS

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: JUNE 1984

SCALE: 1"=15'

REVISED: 7/23/84 SHEET NO.

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

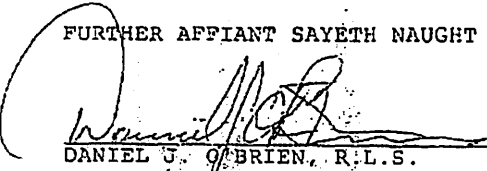
SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority duly authorized to administer oaths, and take acknowledgement, personally appeared DANIEL J. O'BRIEN, who after first being duly cautioned and sworn, deposed and states as follows:

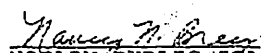
1. That he is the duly registered land surveyor under the Laws of the State of Florida holding Certificate No. 1601.
2. That the attached 7 sheets delineates the existing improvements on the condominium property of Lots 20 & 21 only of Phase 5 of THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM, said Phase 5 being Lots 19 thru 23 inclusive, according to the plat of THE CROSSINGS OF BOYNTON BEACH, P.U.D., as recorded in Plat Book 45 at pages 170 and 171 of the Public Records of Palm Beach County, Florida.
3. Affiant hereby certifies that the construction of the existing improvements shown for said Lots 20 & 21 of said Phase 5 is substantially complete and that the attached 7 sheets together with the wording of the declaration relating to matters of survey is an accurate representation of the improvements described thereon and there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit.

FURTHER AFFIANT SAYETH NAUGHT

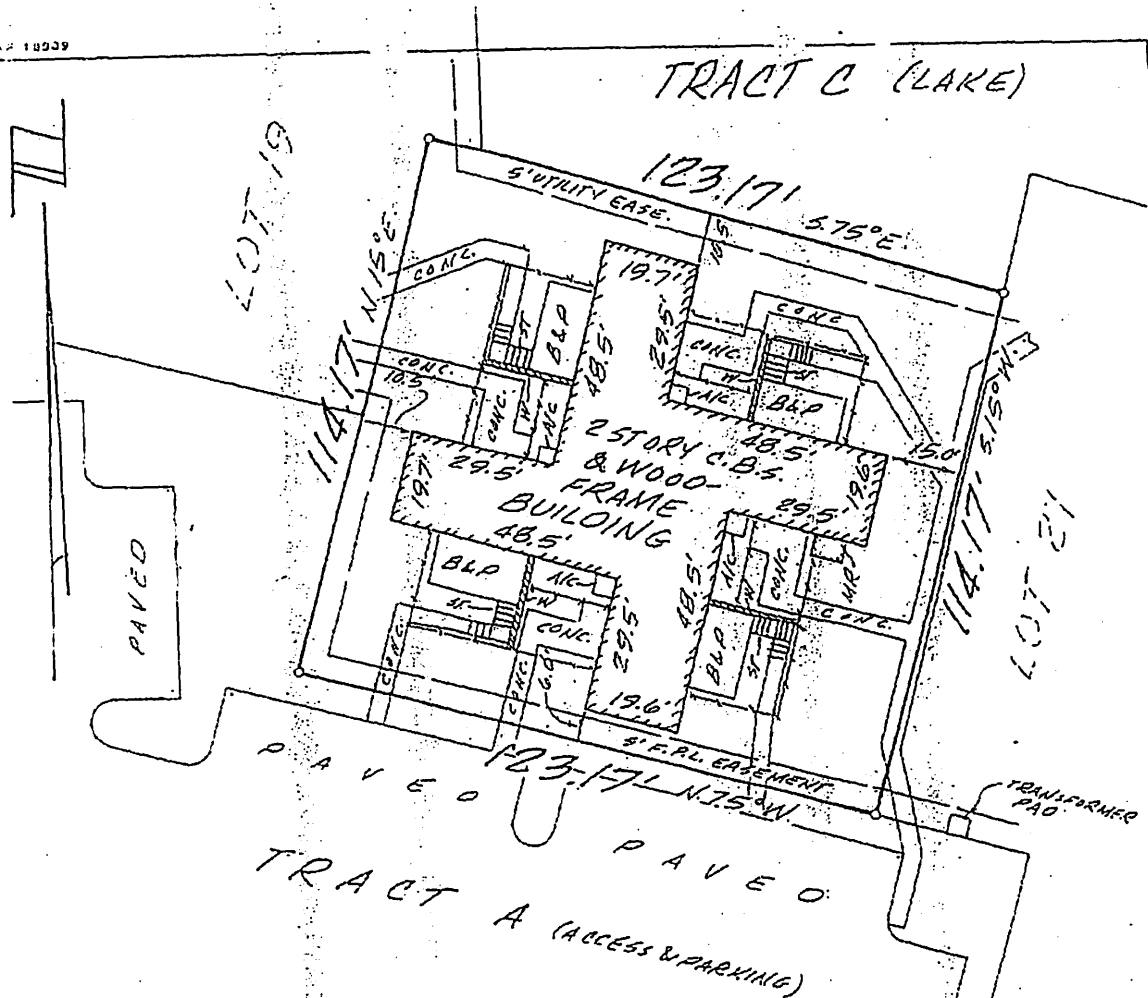

DANIEL J. O'BRIEN, R.L.S.

DATE July 18, 1984

SWORN TO AND SUBSCRIBED before me
this 18th day of July, 1984


Nancy M. Green
NOTARY PUBLIC STATE OF FLORIDA AT Large

Notary Public, State Of Florida At Large
My Commission Expires Nov. 20, 1987
Qualified by 10/27/83 to receive oaths - 4/1/84



LEGEND:

"H" = C.B.S. HALL
 "ST" = STAIRS
 "MR" = 1STORY WOOD-FRAME & STUCCO METER ROOM
 "AC" = CONC. AIR CONDITIONER PAD
 "B&P" = WOOD BALCONY (2ND FLOOR WITH CONC. PORCH BELOW)
 "X-X-X" = WOOD FENCE

OTE

This "As-Built" survey meets the Minimum Technical Standards of Chapter 21HH-6 F.A.C.

REVISED: JULY 16, 1984-FINAL

DESCRIPTION: Lot 20, The Crossings of Boynton Beach, P.U.D.,
Boynton Beach, Palm Beach County, Florida.

CERTIFIED TO: "The Crossings"

This drawing not
valid without an
embossed seal.

TE 11 APR. 1984	SCALE 1"=30'	PLAT BOOK No. 45	PAGE No. 170-171
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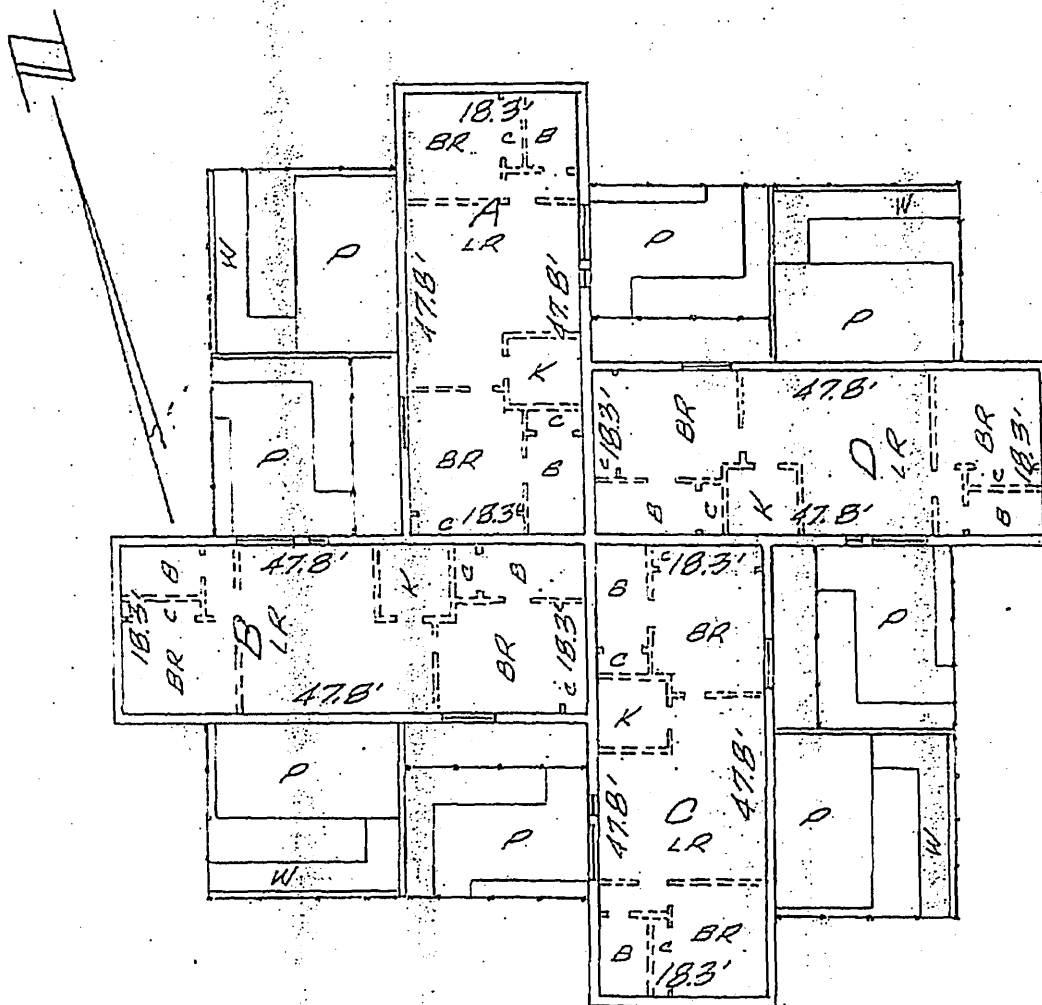
O'BRIEN, SUITER & O'BRIEN, INC.

01 N. Fed. Hwy. ENGINEERS - LAND SURVEYORS
DELRAY BEACH FLORIDA

BOYNTON BEACH

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and, unless otherwise shown, there are no visible encroachments.

Registered Land Surveyor
Florida Certificate No. 1601



FIRST FLOOR PLAN BUILDING 20

FINISHED FLOOR ELEVATION-LOWER BOUNDARY= +14.47

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +22.47

LEGEND:

"14.47" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"A, B, C, D" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"—" = ENTRY DOOR

"—" = WOOD FENCE

"P" = CONC. PORCH OR PATIO

"W" = CONC. WALK

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: JULY 14, 1984

SCALE: 1"=15'

O'BRIEN, SUTER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DELRAY BEACH

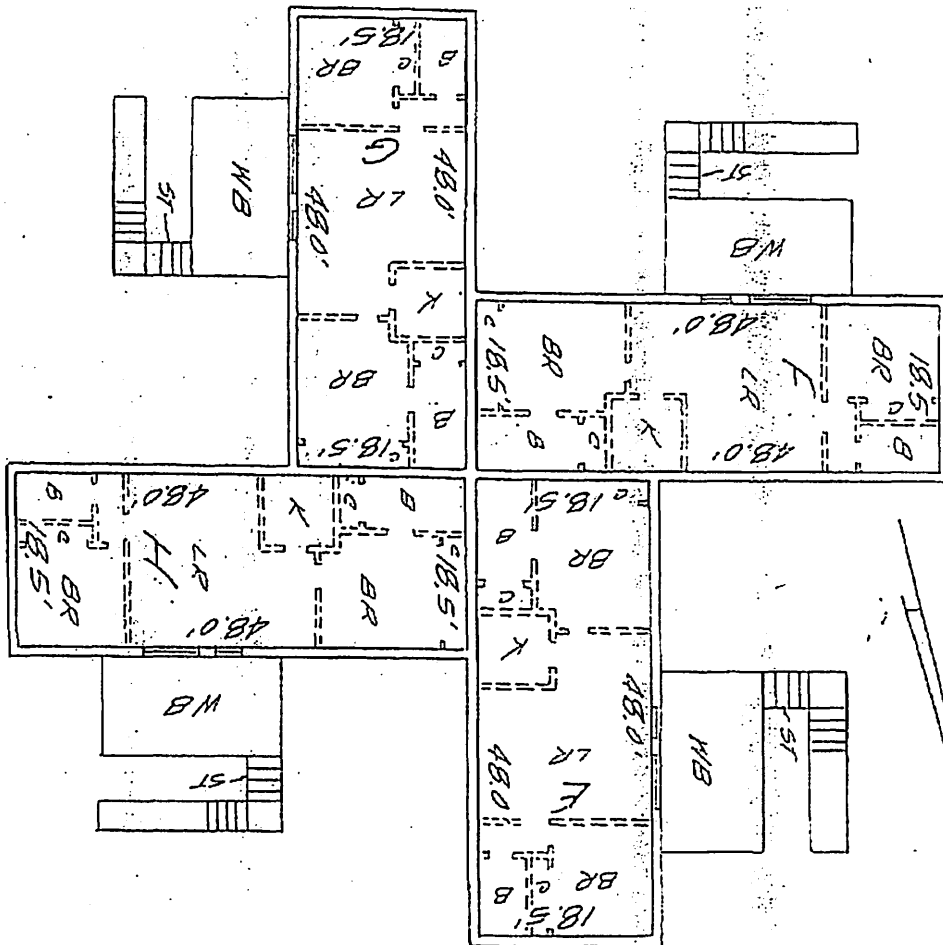
SCALE: 1"=15'

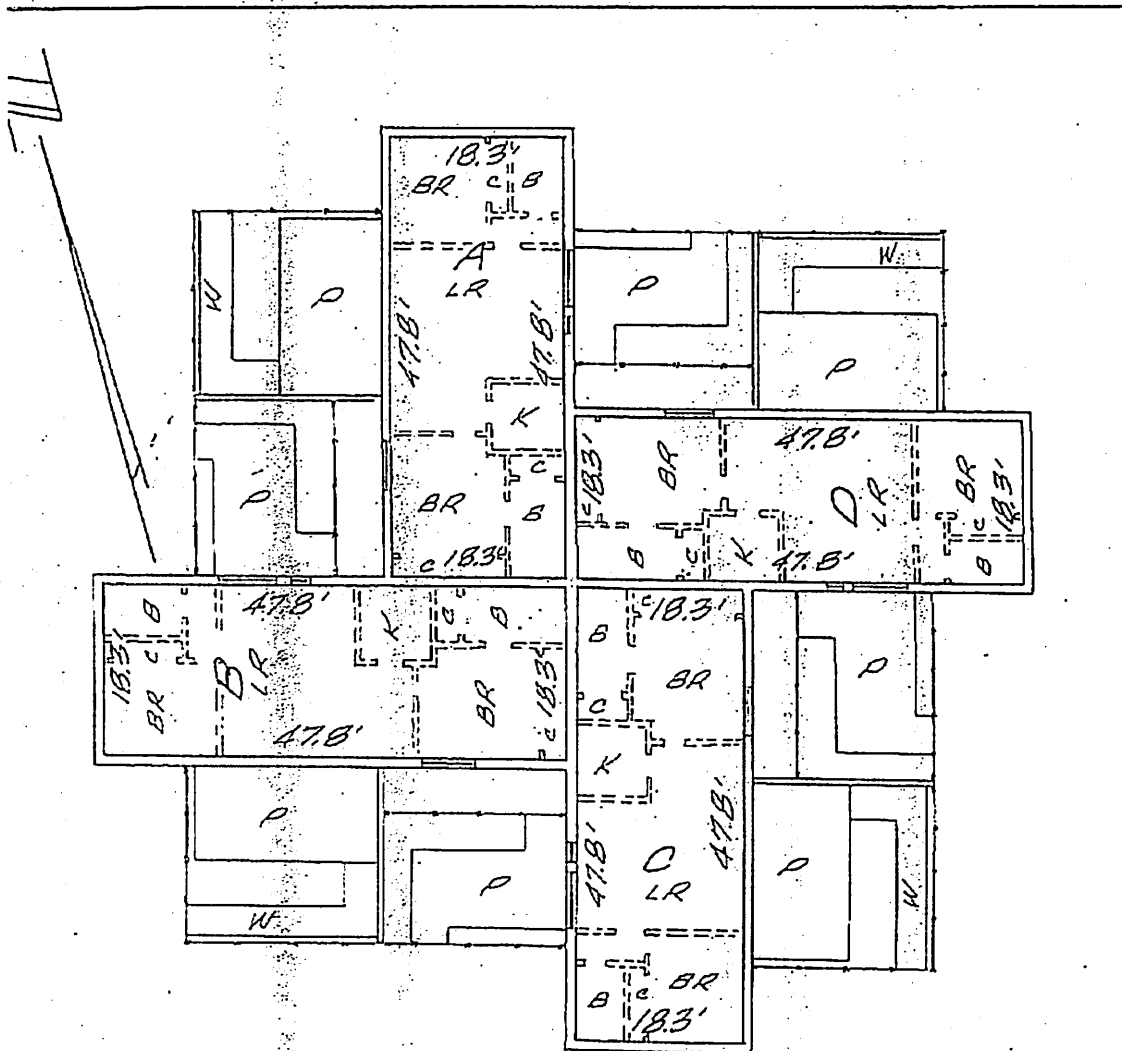
DATE: JULY 16, 1984

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

LEGEND:
 "E, F, G, H" = UNIT NUMBER
 "BR" = BEDROOM
 "C" = CLOSET
 "LR" = LIVING ROOM
 "K" = KITCHEN
 "B" = BATHROOM
 "WB" = WOOD BALCONY
 "ST" = WOOD STAIRS
 "E, F, G, H" = ENTRY DOOR
 PARTS THEREOF BASED ON NATIONAL GEODETIC
 VERTICAL DATUM (N.G.V.D.)
 "E, F, G, H" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL
 PARTS THEREOF BASED ON NATIONAL GEODETIC
 VERTICAL DATUM (N.G.V.D.)
 "E, F, G, H" = UNIT NUMBER
 "BR" = BEDROOM
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 "K" = KITCHEN
 "B" = BATHROOM
 "WB" = WOOD BALCONY
 "ST" = WOOD STAIRS
 "E, F, G, H" = ENTRY DOOR

SECOND FLOOR PLAN BUILDING 20
 FINISHED FLOOR ELEVATION - LOWER BOUNDARY = +24.05
 FINISHED DEILING ELEVATION - UPPER BOUNDARY = +32.05





FIRST FLOOR PLAN BUILDING 21

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +13.97

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +21.97

LEGEND:

"413.97" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"A, B, C, D" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"=" = ENTRY DOOR

"—" = WOOD FENCE

"P" = CONC. PORCH OR PATIO

"W" = CONC. WALK

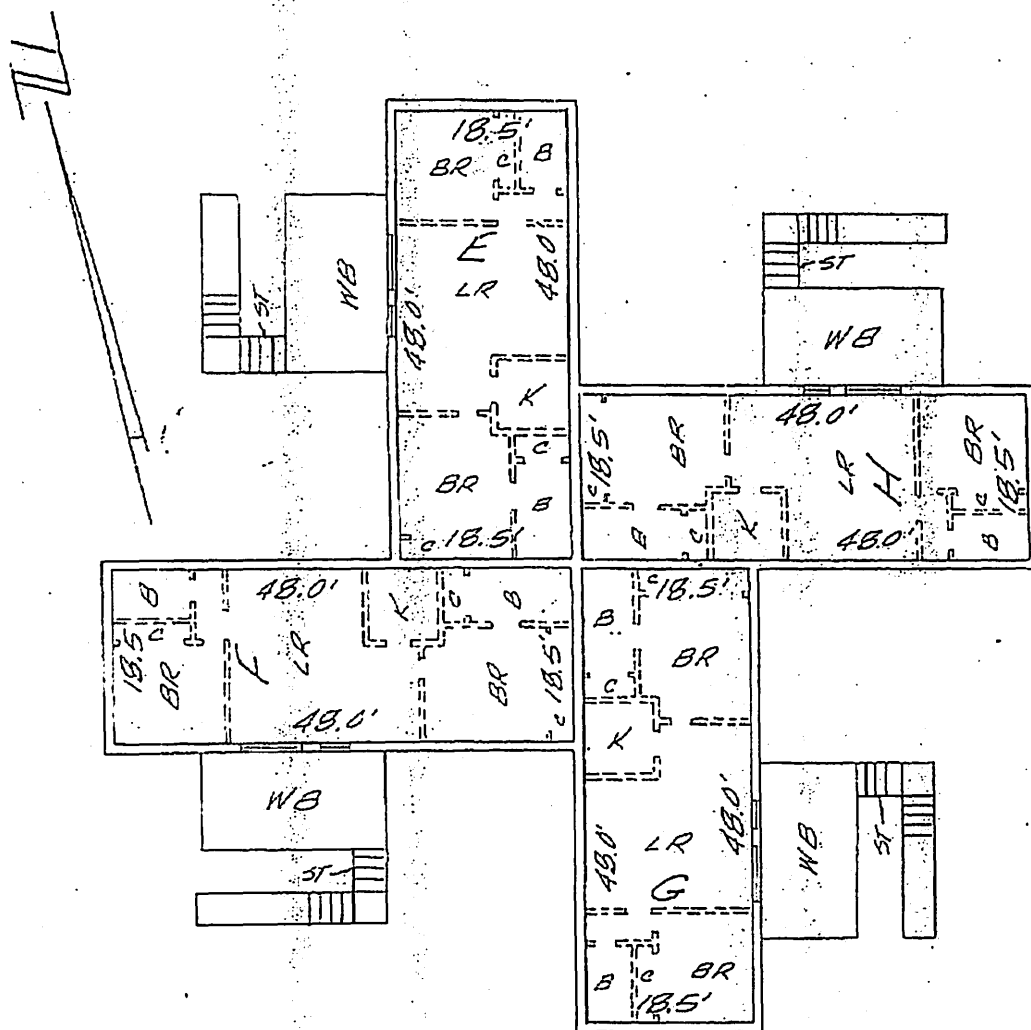
THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: JULY 16, 1984

SCALE: 1" = 15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS



SECOND FLOOR PLAN BUILDING 21

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +23.55

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +31.55

LEGEND:

"423.55" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

"E, F, G, H" = UNIT NUMBER

"BR" = BEDROOM

"C" = CLOSET

"LR" = LIVING ROOM

"K" = KITCHEN

"B" = BATHROOM

"=" = ENTRY DOOR

"WB" = WOOD BALCONY

"ST" = WOOD STAIRS

RECORD VERIFIED
TAMM BEACH COUNTY PLA
JOHN B. DUNKLE
CIRCUIT COURT

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: JULY 16, 1984

SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

BOYNTON BEACH

"A,B,C,D" = UNIT N
"8R" = BEDROOM
"C" = CLOSET
"LR" = LIVING ROOM
"K" = KITCHEN
"B" = BATHROOM
"E" = ENTRY DOOR

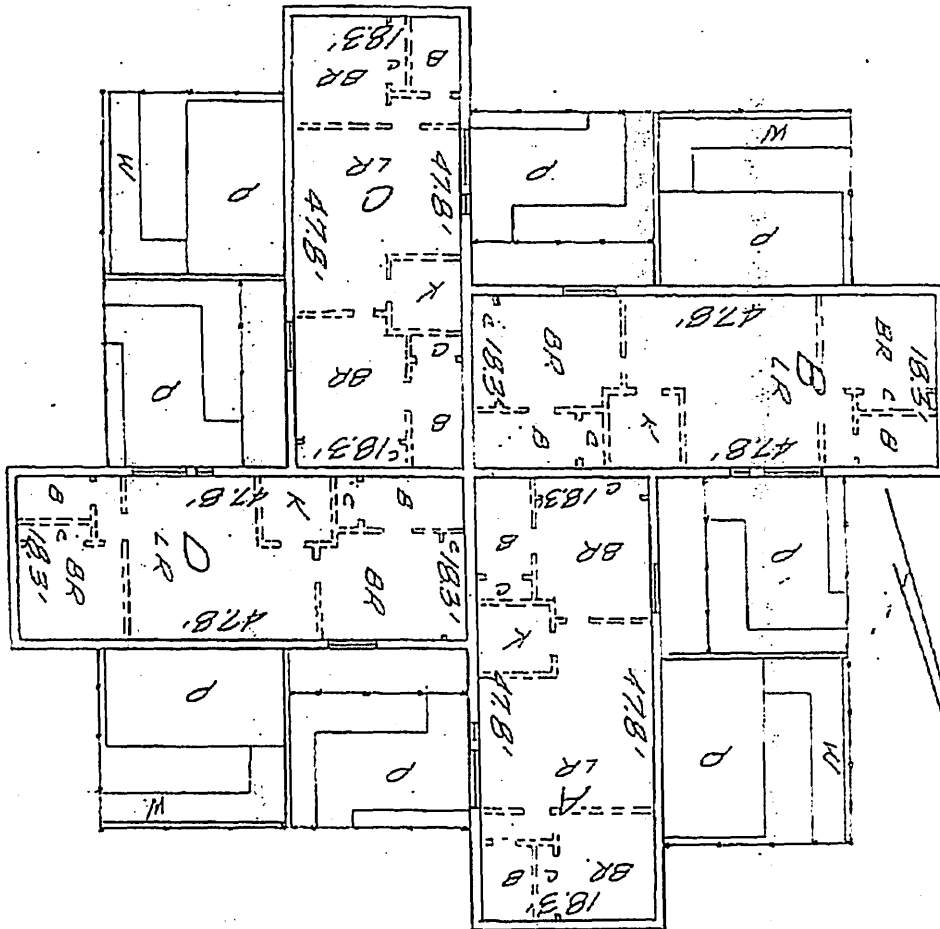
"D" = CONC. PORCH OR PATIO
"W" = CONC. WALK

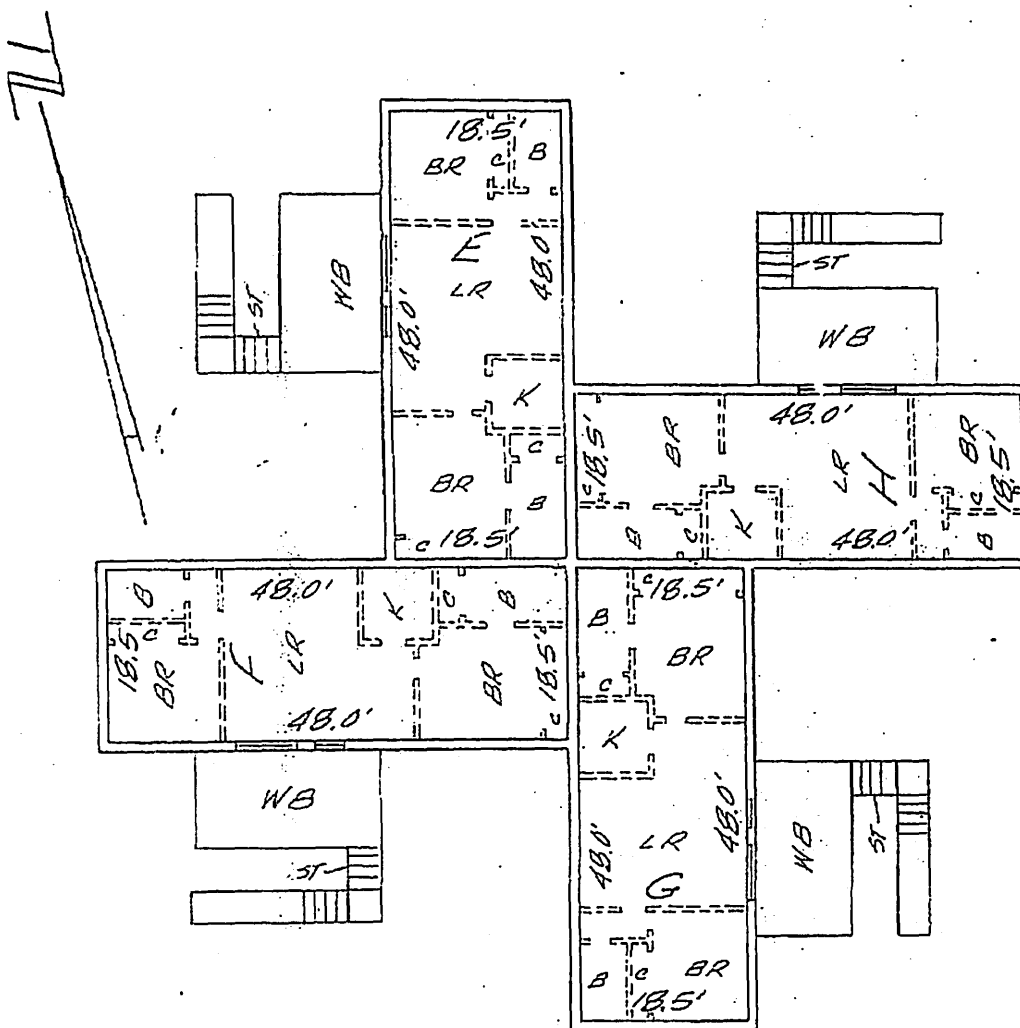
"A, B, C, D" = UNIT NUMBER

VERTICAL DATUM. (N.G.V.O.)

LEGEND:
"413.97" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL
PARTS THEREOF BASED ON NATIONAL GEODETIC

FIRST FLOOR PLAN BUILDING 21
FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +13.97
FINISHED CEILING ELEVATION- UPPER BOUNDARY= +21.97





SECOND FLOOR PLAN BUILDING 21

FINISHED FLOOR ELEVATION- LOWER BOUNDARY= +23.55

FINISHED CEILING ELEVATION-UPPER BOUNDARY= +31.55

LEGEND:

"23.55" DENOTE RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)

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"K" = KITCHEN

"B" = BATHROOM

"= " = ENTRY DOOR

"WB" = WOOD BALCONY

"ST" = WOOD STAIRS

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

THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM

DATE: JULY 16, 1984

SCALE: 1"=15'

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS — ENGINEERS — LAND PLANNERS

DECEMBER 1984

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF THE CROSSINGS OF BOYNTON BEACH

The original declaration of Condominium of The Crossings of Boynton Beach was recorded in Book 4071, Page 1175 of the Public Records of Palm Beach County, Florida.

Words added are underlined; words deleted are ~~stricken~~:

Item 1. Article 11 (c) of the Declaration is amended as follows (the following contains a substantial rewording of Article 11 (c); see Article 11 (c) for present text):

(c) Forms of Ownership

(1) Ownership By Individuals. An apartment may be owned by one natural person who has qualified and has been approved as elsewhere provided herein.

(2) Co-Ownership. Co-ownership of apartments may be permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant." The use of the apartment by other persons shall be as if the primary occupant was the only actual owner. Any changes in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any calendar year. No time share estates may be created. "House Sharing" by multiple families is prohibited. Apartment owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof, which is the date of recordation in the Public Records of Palm Beach County, Florida.

(3) Ownership by Corporations, Partnerships or Trusts. An apartment may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the apartment may be used as short-term or transient accommodations for several individuals or families. The approval of a partnership, trustee, or corporation or other entity as an apartment owner shall be conditioned upon designation by the apartment owner of one natural person to be the "primary occupant." The use of the apartment by other persons shall be as if the primary occupant were the only actual owner. Any change in this primary occupant shall be treated as a transfer ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any twelve (12) month period. Apartment owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof which is the date of recordation in the Public Records of Palm Beach County, Florida.

(4) Life Estate. An apartment may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only member from such apartment, and occupancy of the apartment shall be as if the life tenant were the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the apartment. Any vote, consent or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

(5) Transfers Subject to Approval.

a. Sale or Other Transfer. No apartment owner may dispose of an apartment or any interest in same by sale or other title transfer without prior written approval of the Board of Directors. No apartment owner may dispose of an apartment or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.

b. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

c. Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Board of Directors. If any apartment owner acquires his title by devise or inheritance, his right to occupy or use the apartment shall be subject to the approval of the Board of Directors. Approval to own or occupy may not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the deceased owner by blood or by adoption.

d. Other Transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such apartment shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the apartment before being approved by the Board of Directors under the procedures outlined below.

(6) Approval by Association. The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

a. Notice to Board of Directors.

1. Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Board of Directors notice of such intention, together with the name and address of the intended purchaser, an executed copy of the purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed apartment occupants. Such notice at the apartment owners option may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved.

2. Gift, Devise or Inheritance; Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the apartment owner as the Board of Directors may reasonably require (including that set forth in Article 12.2.C. 1. a hereof), and a certified copy of the instrument evidencing the owner's title.

3. Unit must be owner occupied for a period to 12 months before being rented.

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

b. Certificate of Approval

1. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by the Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

2. Gift, Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information as the Board of Directors may reasonably require, including a personal interview if requested by the Board of Directors, the Board of Directors must either approve or disapprove the continuance of the apartment owner's ownership of his apartment.

3. Approval of Occupant. If the apartment owner or purchaser is a corporation, partnership, trust, some other entity, or more than one individual who are not husband and wife, the approval of ownership by the corporation, partnership, trust, other entity or multiple persons shall be conditioned upon approval of a Primary Occupant.

(7) Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

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

1. At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the apartment owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the apartment; and a judgement of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

2. The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then

notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

b. Gifts, Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

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

2. The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Board of Directors shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the apartment owner.

c. Disapproval for Good Cause. Approval of the Association for title transfers shall be Withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

1. The application for approval on its face, or subsequent investigation thereof indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;

2. The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons; a crime demonstrating dishonesty or moral turpitude or any felony;

3. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

4. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium or other residences as a tenant or owner;

5. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

6. The apartment owner requesting the transfer has had fines assessed against him or her which have not been paid; or

7. All assessments and other charges against the apartment have not been paid in full.

If the Board disapproves a prospective transfer on the grounds for disapproval set forth above, the Association shall have no duty to purchase the apartment or furnish an alternate purchaser, and the transaction shall not be made.

(8) Transfer Fee. The Association may charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction.

(9) Unauthorized Transactions. Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association.

Item 2. New paragraphs (h) and (i) are added to Article 11 of the Declaration as follows:

(h) Guest Occupancy. A "guest" is defined as a person who enters upon the condominium property at the invitation of a unit owner or tenant (or their respective families) for the purpose of visiting the unit owner or tenant (or their respective families), occupying the condominium limitation on unit density in Article 15.2 applies. Ten (10) days prior notice to the Association is required.

(5) Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that unit owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guests/occupants to submit proof of familia/relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.

(i) Leasing. The lease of a unit is defined as occupancy of the unit by any person other than the unit owner, whether pursuant to verbal or written agreement where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. Should a unit owner wish to lease his unit, he shall furnish the Association with a copy of the proposed lease and the name of the proposed lessee, as well as all proposed occupants. The Association shall have thirty (30) days from the receipt of notice within which to approve or disapprove of the proposed lease or proposed lessees or occupants. The Association shall give the unit owner written notice of its decision within said period. Failure to notify the unit owner shall be deemed an approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All leases shall be for a minimum period of thirty (30) consecutive days and for a maximum period of one (1) year.

(1) Board Right of Approval. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a unit as a tenant, family member of a tenant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a unit as a condition for approval.

(2) Tenant Conduct Remedies. All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the unit owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The unit owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceeding without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the tenant's noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner, which shall be secured by a continuing lien in the same manner as assessment charges.

(3) Approval Process, Disapproval. Any unit owner intending to lease his unit shall submit an application and any other requested information and fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the tenant interview (if required), by sending written notification to the unit owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the unit owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed or extended. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

a. The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

b. The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents;

c. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Condominium as a tenant, unit owner or occupant of a unit;

d. The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner.

e. All assessments, fines and other charges against the unit and/or unit owner have not been paid in full.

(4) Liability. The liability of the unit owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the unit as provided herein.

(5) Association Fee. The unit owner or lessee seeking approval of a lease of a unit parcel shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a lease.

Item 3. Article 13 of the Declaration is amended as follows

13. Amendments. Subject to the other provisions of this Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

(a) Notice. 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.

(b) Resolution. An amendment may be proposed by either the board of directors or by 75 percent of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority by of the board of directors and ~~75~~ 60 percent of the ~~members of the Association voting interests present in person or by proxy at a meeting of the members at which a quorum is obtained.~~ Directors and members not present at the meetings considering the amendment may express their approval, in writing, given before such meetings.

(c) Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records the written consent of 60 percent of the total voting interests of the Association pursuant to Section 617.0701, Florida Statutes, as amended from time to time.