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DECLARATION OF CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

That GEORGE J. CUMMINS and JEAN M. CUMMINS, his wife,  
do hereby make, declare and establish this Declaration of Condo-  
minium as and for the plan of dwelling ownership and condominium  
for PARK LANE CONDOMINIUM APARTMENTS, being the property and im-  
provements hereinafter described.

I

ESTABLISHMENT OF CONDOMINIUM

GEORGE J. CUMMINS and JEAN M. CUMMINS, his wife, are the  
owners of the fee simple title to that certain property situate in  
the County of Palm Beach and State of Florida, and which property  
is more particularly described as follows, to wit:

Lot 1, Block 15, SAWYER'S ADDITION to the Town of  
Boynton Beach, according to the plat thereof  
recorded in the office of the Clerk of the Circuit  
Court, Plat Book 1, Page 69, Palm Beach County,  
Florida,

on which property there has been constructed PARK LANE CONDOMINIUM  
APARTMENTS, an apartment housing project containing fourteen (14)  
dwelling units and other appurtenant improvements. Said fourteen  
(14) units are located in two fully complete buildings. GEORGE J.  
CUMMINS and JEAN M. CUMMINS, his wife, do hereby submit the above  
described property and improvements to condominium ownership, and  
hereby declare the same to be a condominium to be known and  
identified as "PARK LANE CONDOMINIUM APARTMENTS".

II

For all purposes of this Declaration of Condominium, the  
following terms shall have the meanings set forth below:

Return: Gene Moore  
P. O. Box 910  
Boynton Beach, Fla.

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Fls. St. -  
Surtax -  
Intang. -

THIS INSTRUMENT WAS PREPARED BY  
GENE MOORE  
ATTORNEY-AT-LAW  
P. O. BOX 910  
BOYNTON BEACH, FLORIDA 33495

GENE MOORE

SAWYER  
P. O. BOX 910  
OCEAN AVENUE  
SUITE 10  
BOYNTON BEACH, FLORIDA  
33408



(a) "Private Dwelling": Fee Simple Estate in the Private Dwelling Area within the building, as such area is located by and described in Exhibit "A". The Private Dwelling shall not be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the Private Dwelling the pipes, wires, conduits, or other public utility lines running through the Private Dwelling which are utilized for or serve more than one Private Dwelling. All of the aforementioned items are included in the definition of Common Elements as hereinafter set forth. The Private Dwelling shall, however, include the walls and partitions contained within the Private Dwelling and the inner decorated and/or finished surfaces of perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

(b) "Private Dwelling Owner": The individual person or persons holding title in fee simple to a private dwelling.

(c) "Assessment": A share of the funds required for the payment of expenses which from time to time is assessed against the Private Dwelling Owner.

(d) "Association": The PARK LANE CONDOMINIUM ASSOCIATION, INC., being the entity responsible for the operation of the condominium and its successors; a Florida corporation not for profit, copies of Articles of Incorporation and Bylaws of which Association are annexed hereto and made parts hereof as Exhibits "B" and "C" respectively.

(e) "Common Elements" Common elements, as the term is used herein, shall mean and comprise all of the real property, improvements and facilities of PARK LANE CONDOMINIUM APARTMENTS, other than the Private Dwellings, as same are heretofore defined, and shall include easements through Private Dwellings for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to Private Dwellings and Common Elements and easements of support in every portion of a Private Dwelling which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such Private Dwellings.

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(f) "Limited Common Elements": The portion of the Common Elements limited to the exclusive use and enjoyment of the Owner of a Private Dwelling as such Limited Common Elements are identified in Exhibit "A" and by a number corresponding to the Private Dwelling and the ownership of which includes the exclusive use and enjoyment of such Limited Common Elements.

(g) "Common Expenses": The expenses for which the Private Dwelling Owners are liable to the Association, same to include the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Elements, and those parts of the Private Dwelling as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace; management and administration of the Association, including, without limiting the same, to compensation paid by the Association to a managing agent, accountants, attorneys and other employees, and any other items held by or in accordance with other provisions of this Declaration of Condominium.

(h) "Common Surplus": The excess of all receipts of the Association, including, but not limited to assessments, rents, profits and revenue on account of the Common Elements, over the amount of the Common Expenses.

(i) "Property": The same as defined on Page 1 hereof.

(j) "Share": The percentages attributed to each Private Dwelling shall be as set forth in Exhibit "D" attached hereto.

### III.

The Common Elements shall be used in accordance with and subject to the following provisions:

(a) No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by a

Private Dwelling Owner and his guests, for specific occasions, of the swimming pool, or other facilities. Such use may be conditioned upon, among other things, the payment by the Private Dwelling Owner and such assessment as may be established by the Association for the purpose of defraying costs thereof.

(b) Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Association, but nothing herein contained however shall be construed as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed upon the Association by the terms of this Sub-Article IIIb and as are approved by the Board of Directors of the Association.

(c) Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from Private Dwelling Owners as assessed, in accordance with provisions contained elsewhere herein.

(d) Subject to the rules and regulations from time to time pertaining thereto, all Private Dwelling Owners may use the Common Elements in such a manner as will not restrict, interfere with or impede the use thereof by other Private Dwelling Owners.

(e) The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not prejudice the right of any Private Dwelling Owner unless his written consent has been obtained), providing for the making of such alterations and improvements are first approved by the Board of Directors of the Association. The costs of such alterations and improvements shall be assessed as Common Elements, unless in the judgment of not less than 75% of the Board of Directors the same are exclusively or substantially exclusively for the benefit of the Private Dwelling Owner or Owners requesting the same, in which case such requesting Private Dwelling Owners shall be assessed therefore in such proportions as they approve jointly and failing such approval, in such proportions as may be determined by the Board of Directors of the Association.

(f) GEORGE J. CUMMINS and JEAN M. CUMMINS,  
his wife, hereby permanently dedicate the common elements

which are usable for pedestrian and vehicular ingress and egress over, across and upon the property described above and further declare that said common elements shall at all times be open and usable by fee owners of condominium apartments, their guests and employees.

(g) The shares of the Private Dwelling Owner in the Common Elements is appurtenant to the Private Dwelling owned by him.

(h) No trucks, boats, trailers, tractors, coaches, buses or other unsightly, loud or noisy vehicles, machines or devices shall be used, operated, stored or parked in any apartment parking area or other portion of the condominium property, other than in areas specifically designated for that purpose.

#### IV.

##### MAINTENANCE AND REPAIR OF PRIVATE DWELLINGS

(a) The Association, at its expense, shall be responsible for the maintenance, repair and replacement of:

1. All portions of the Private Dwellings which contribute to the support of the building, excluding however, interior wall, ceiling and floor surfaces, and including, without intending to limit the same to outside walls of the building, structural slabs, roofs, interior boundary walls of Private Dwellings and load bearing columns;

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the Private Dwellings but excluding therefrom, appliances and plumbing fixtures.

3. All incidental damage caused to a Private Dwelling by such work as may be done or caused to be done by the Association in accordance herewith.

(b) The responsibility of the Private Dwelling Owner shall be as follows:

1. To maintain, repair and replace at his expense, all portions of the Private Dwelling except the portions of each to be maintained, repaired and replaced by the Association.

2. To perform his responsibilities in such manner so as to not unreasonably disturb other persons residing within the building.

3. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Private Dwelling, unless the written consent of the Association is obtained.

4. To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

5. Not to make any alterations in the portions of the Private Dwelling or the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Directors of the Association, nor shall any Private Dwelling Owner impair any easement without first obtaining the written consent of the Association and of the Private Dwelling Owner or Owners for whose benefit such easements exists.

(c) Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damage resulting from its negligence.

V.

PRIVATE DWELLINGS SHALL BE  
CONSTITUTED AS FOLLOWS:

(a) Each Private Dwelling, together with the space within it as shown on the drawings together with all appurtenances thereto shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property subject only to the provisions of this Declaration.

(b) Each Private Dwelling shall be bounded as to both horizontal and vertical boundaries as shown on the survey and drawings, subject to such encroachments as are contained in the building whether the same exist now or are created by settlement or movement of the building, or permissible repairs, reconstruction or alterations.

(c) Each Private Dwelling shall include and the same shall pass with each Private Dwelling as an inseparable appurtenance

thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of a Private Dwelling Owner in the Property, which shall include but not be limited to:

1. Common Elements - An undivided share of the Common Elements as set forth on Exhibit "D";
2. Easements for the benefit of the Private Dwelling;
3. Association membership and funds and assets held by the Association for the benefit of the Private Dwelling Owner;
4. All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Private Dwellings;
5. In addition to and not in derogation of the ownership of the space described on the survey and drawings, an exclusive easement for the use of the space not owned by the Private Dwelling Owner and which is occupied by the Private Dwelling, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with provisions herein elsewhere contained, or the building is no longer tenantable, whichever first occurs;
6. The following easements from each Private Dwelling Owner to each other Private Dwelling Owner and to the Association:
  - (a) Ingress and Egress: Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Declaration of Condominium.
  - (b) Maintenance, Repair and Replacement: Easements through the Private Dwelling and Common Elements for maintenance, repair, and replacement of the Private Dwelling and Common Elements. Use of the easements, however, for access to the Private Dwelling shall be limited to reasonable hours, except that access may be had at any time in case of emergency.
  - (c) Structural Support: Every portion of a Private Dwelling which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the Common Elements
  - (d) Utilities: Easements through the Private Dwellings and Common Elements for all facilities for the furnishing of utility services with the building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a Private Dwelling shall be only substantially in accordance with the plans and specifications of the building, or as the building was first constructed.
- (3) Emergency Easements of Ingress and Egress: Easements

over all patios whenever reasonably required for emergency ingress and egress. No private dwelling owner shall install or allow to be installed any lock, security device or other thing which will or might impair such easements.

## VI.

In order to provide for a congenial occupation of the buildings and to provide for the protection of the values of the Private Dwellings, the use of the property shall be restricted to and be in accordance with the following provisions:

(a) The Private Dwelling shall be used for single-family residence only.

(b) The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of the Private Dwelling.

(c) No Private Dwelling shall be occupied by any person not approved in advance by the Board of Directors of the Association except if title is acquired as provided in Paragraph XX of this Declaration. The Association shall signify in writing such approval or disapproval within thirty (30) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Association the name of the person in question, his residence address and three business and three social references together with such other information as the Association might reasonably request, including a personal meeting. Any such approval once given may not thereafter be withdrawn. Failure of the Board of Directors of the Association to disapprove within such period conclusively shall be deemed to constitute approval.

(d) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. No children shall be permitted to occupy the premises unless over the age of eighteen (18) years or as a guest for a period not to exceed thirty (30) consecutive days in any calendar year. One (1) small pet shall be permitted to occupy each unit.

(e) No immoral, improper, offensive or unlawful use shall be made of the property nor any part hereof and all valid laws, zoning



ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of the Private Dwelling Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the property, shall be the same as hereinabove provided for the maintenance and repair of that portion of the property subjected to such requirements.

(f) Regulations concerning the use of the property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such regulations are furnished to each Private Dwelling Owner prior to the time that the same became effective.

## VII.

### ADMINISTRATION

The administration of the property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

(a) The Association shall be incorporated under the name of PARK LANE CONDOMINIUM APARTMENTS, as a corporation not for profit under the laws of the State of Florida under Articles of Incorporation, of which a copy is attached hereto as Exhibit "B". Any other form of organization for the Association may be substituted after first obtaining the written approval of all of the members thereof and their respective mortgagees, if any.

(b) The Bylaws of the Association shall be in the form attached hereto as Exhibit "C".

(c) The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the Bylaws, together with those reasonably implied to effect the purpose of the Association and this Declaration, provided, however, that if there are conflicts or inconsistencies between this Declaration and either of the Articles of Incorporation or the Bylaws, the terms and provisions of this Declaration shall prevail and the Private Dwelling Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or Bylaws as will remove such conflicts or inconsistencies. The powers and duties of the

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Association and the Bylaws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the Bylaws.

(d) Notices or demands, for any purpose, shall be given by the Association to Private Dwelling Owners in the manner provided for notices to members of the Association by the Bylaws of the Association.

(e) All funds and the titles of all properties acquired by the Association and the proceeds thereof after deduction therefrom of the costs incurred by the Association in acquiring the same shall be held for the benefit of the Private Dwelling Owners for the purposes herein stated.

(f) Provided, however, that the power of the Association to purchase at sales and foreclosures of liens of assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its own lien. This provision shall not be changed without unanimous approval of the membership and the joinder of all record owners of mortgages upon the private dwellings of the Condominium.

#### VIII.

##### INSURANCE

(a) Authority to Purchase: All insurance policies upon the property (except title insurance and as hereinafter allowed) shall be purchased by the Association for the benefit of the Private Dwelling Owners and their respective mortgagees as their interest may appear and shall provide for the issuance of certificates of mortgage endorsements to the holders of first mortgages on the Private Dwelling or any of them, and if the insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to claims against Private Dwelling Owners, the Association and their respective servants, agents and guests.

(b) Private Dwelling Owners: Each Private Dwelling Owner

may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Article VIII(a) hereof (if same is available).

(c) Coverage:

1. Casualty: The building and all improvements upon the land and all personal property included within the property, except such personal property as may be owned by Private Dwelling Owners, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage.

Such coverage shall afford protection against:

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

(b) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the building, including but not limited to vandalism, malicious mischief, wind-storm and water damage.

2. Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages.

3. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Private Dwelling Owners as a group to a Private Dwelling Owner.

(d) Premium: Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.

(e) Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the Private Dwelling Owners and their mortgagees, as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to an Insurance Trustee which shall be a banking institution having trust powers in the State of Florida. The sole duty of the Insurance Trustee shall be to hold the proceeds for the benefit of the Association, the Private Dwelling Owners and their respective mortgagees, in the following shares:

(a) Partial destruction when the building is to be restored; for the Owners of damaged Private Dwellings in proportion to the costs of repairing the damage suffered by each damaged Private Dwelling.

(b) Total destruction of the building or where the building is not to be restored; for all Private Dwelling Owners shall be set forth on Exhibit "D".

3. Mortgagees. In the event a mortgagee endorsement has been issued as to a Private Dwelling, the share of the Private Dwelling Owner as their interests may appear, but nothing herein contained shall be construed so as to give any mortgagee the right to determine or participate in the determination of reconstruction or repair.

(f) Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Dwelling Owners in the following manner:

1. Reconstruction or repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Dwelling Owners, all remittances to Private Dwelling Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of the Private Dwelling and may be enforced by him.

2. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Private Dwelling Owners, remittance to Private Dwelling Owners and their mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Private Dwelling and may be enforced by him.

BX.

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

(a) If any part of the Common Elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. Partial destruction (which shall be deemed to mean destruction which does not render one-half or more of the Private

Dwellings untenantable) shall be reconstructed or repaired unless the Declaration is terminated at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair or unless Private Dwelling Owners who in the aggregate own 75% or more of the shares do not vote in favor of such reconstruction or repair.

2. Total destruction (which shall be deemed to mean destruction which does render one-half or more of the Private Dwellings untenantable) shall not be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter Private Dwelling Owners who in the aggregate own 75% or more of the shares vote in favor of such reconstruction or repair.

3. And such reconstruction or repair shall be substantially in accordance with the plans and specifications contained herein as Exhibit A.

4. Encroachments upon or in favor of Private Dwellings which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Private Dwelling Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

(b) If the damage is only to those parts of one Private Dwelling for which the responsibility of maintenance and repair is that of the Private Dwelling Owner, then the Private Dwelling Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty shall be that of the Association as follows:

1. Estimate of costs. Immediately after a casualty causing damage to property for which the Association has the responsibility to maintain and repair, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in

condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

2. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, including the aforesaid fees and premiums, if any, assessments shall be made against the Private Dwelling Owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If, at the time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Private Dwelling Owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

3. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against Private Dwelling Owners, shall constitute an account to be known as a Reconstruction and Repair Account which shall be disbursed in payment of such costs in the following manner:

(a) Private Dwelling Owner: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Private Dwelling Owner; to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Private Dwelling Owner may direct, or if there is a mortgagee endorsement, then such payees as the Private Dwelling Owner and the mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the Private Dwelling Owner to make such reconstruction or repair.

(b) Association - Lesser Damage: If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year

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in which the casualty occurred, then the construction fund shall be distributed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of any insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage: If the amount of the estimated costs of reconstruction and repair of the building or other improvement is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(d) Surplus: It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Private Dwelling Owners who are the beneficial owners of the fund.

(e) When the damage is to both Common Elements and Private Dwellings, the insurance proceeds shall be applied first to the costs of repairing the Common Elements and the balance to the Private Dwellings in the share above stated.

X.

#### INSURANCE ADJUSTMENTS

Each Private Dwelling Owner shall be deemed to have delegated to the Board of Directors of the Association his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one Private Dwelling. The Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath, and which certificate shall be provided to said Insurance Trustee upon request of said Insurance Trustee made

to the Association, such certificate to certify unto said Insurance Trustee the name or names of the owners of each dwelling, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each dwelling, and the respective percentages of any distribution which may be required to be made to the owner or owners of any dwelling or dwellings, and his or their respective mortgage or mortgages, as their respective interests may appear.

## XI.

ASSESSMENTS

Assessments against the Private Dwelling Owners shall be made or approved by the Board of Directors of the Association and paid by the Private Dwelling Owners to the Association in accordance with the following provisions:

(a) Share of Expense: Common Expense - Each Private Dwelling Owner shall be liable for his share of the Common Expense.

(b) Assessments other than Common Expenses: Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the Declaration of Condominium, shall be paid by the Private Dwelling Owners to the Association in the proportions set forth in the provisions of the Declaration of Condominium authorizing the assessment.

(c) Accounts: All sums collected by the Association from assessments may be co-mingled in a single fund, but they shall be held for the Private Dwelling Owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

1. Common Expense Account, to which shall be credited collections of assessments for all Common Expenses as well as payments received for defraying costs of the use of Common Elements.

2. Alteration and Improvement Account, to which shall be credited all sums collected for alteration and improvement assessments.

3. Reconstruction and Repair Account, to which shall be credited all sums collected for reconstruction and repair assessments.



4. Emergency Account, to which shall be credited all sums collected for emergencies.

(d) Assessments for Common Expenses: Assessments for Common Expenses which shall be as set forth on Exhibit "D" and the same for division of surplus and shall be made annually in advance on the second (2nd) Monday in January of the year for which the assessments are made or at such other and additional times as in the judgment of the Board of Directors additional Common Expenses assessments are required for the proper management, maintenance and operation of the Common Elements. Such annual assessment shall be due and payable in twelve (12) equal installments, or in such other installments and at such times as may be determined by the Board of Directors of the Association. The total of the assessments shall be in the amount of the estimated Common Expenses for the year, including a reasonable allowance for contingencies and reserves less the amount of unneeded Common Expense, including a reasonable allowance for contingencies and reserves less the amount of unneeded Common Expense Account Balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

(e) Other Assessments: Other assessments shall be made in accordance with the provisions of the Declaration of Condominium, and if the time of payment is not set forth in the Declaration of Condominium, the same shall be determined by the Board of Directors of the Association.

(f) Assessments for Emergencies: Assessments for Common Expenses for emergencies which cannot be paid from the Common Expense Account shall be made only by the Board of Directors of the Association.

(g) Assessments for Liens: All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one Private Dwelling or upon any portion of the Common Elements, shall be paid by the Association as a Common Expense and shall be assessed against the Private Dwellings in ac-

cordance with the shares of the Private Dwellings concerned or charged to the Common Expense Account, whichever in the judgment of the Board of Directors is appropriate.

(h) Assessment Roll: The assessments against all Private Dwelling Owners shall be set forth upon a roll of the Private Dwellings which shall be available in the office of the Association for inspection at all reasonable times by the Private Dwelling Owners or their duly authorized representatives. Such roll shall indicate for each Private Dwelling the name and address of the Private Dwelling Owner or Private Dwelling Owners, the assessments for all purposes and amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of a Private Dwelling Owner's assessment account shall limit the liability of any person for whom made other than the Private Dwelling Owner. The Association shall issue such certificates to such persons as a Private Dwelling Owner may request in writing.

(i) Liability for Assessments: The Owners of a Private Dwelling and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use of enjoyment of any Common Elements or by the abandonment of the Private Dwelling for which the assessments are made. If any institutional mortgage lender shall foreclose or take title it shall not be responsible for any unpaid prior assessments. A purchaser of a Private Dwelling at a judicial sale shall be liable only for assessments coming due after such sale and for that portion of due assessments pro-rated to the period after the date of such sale.

(j) Lien for Assessments: The unpaid portion of an assessment which is due shall be secured by a lien upon the Private Dwelling and all appurtenances thereto when a Notice claiming the lien has been recorded by the Association in the Public Records of Palm Beach County. The Association shall not, however, record such claim of lien until the assessment is unpaid for not less than sixty (60) days after it is due. Such a claim of lien shall include only as-

assessments which are due and payable when the claim of lien is recorded.

(k) Collections:

1. Interest: Application of payments. Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before sixty (60) days after date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the Common Expense Account.

2. Suit: The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding, the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of ten (10%) percent per annum, and all costs incident to the collection and the action, suit or proceeding, including, without limiting the same to reasonable attorney's fees.

XII.

COMPLIANCE AND DEFAULT

Each Private Dwelling Owner shall be governed by and shall comply with the terms of the Declaration of Condominium and regulations as they may be amended from time to time. A default shall entitle the Association or other Private Dwelling Owner to the following relief:

(a) Failure to comply with any of the terms of the Declaration of Condominium and regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved Private Dwelling Owner.

(b) All Private Dwelling Owners shall be liable for the expense of any maintenance, repair or replacement rendered neces-

sary by his act, neglect or carelessness or by that of any member of his family or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates, occasioned by use, misuse, occupancy or abandonment of a Private Dwelling or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

(c) In any proceeding arising because of an alleged default by a Private Dwelling Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

(d) The failure of the Association or of a Private Dwelling Owner to enforce any right, provisions, covenant or condition which may be granted by the Declaration of Condominium shall not constitute a waiver of the right of the Association or Private Dwelling Owner to enforce such right, provisions, covenant or condition in the future.

(e) All rights, remedies and privileges granted to the Association or a Private Dwelling Owner pursuant to any terms, provisions, covenants or conditions of the Declaration of Condominium shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Declaration of Condominium or at law or in equity.

XIII.

RIGHT OF FIRST REFUSAL TO ASSOCIATION  
TO LEASE OR PURCHASE PRIVATE DWELLING

With the exception of transfer or ownership of any Private Dwelling by one spouse to another should the owner of any Private Dwelling be desirous of leasing or selling such Private Dwelling, Association is hereby given and granted the right of first refusal to lease or purchase such Private Dwelling, as the case may be, on the terms and conditions herein stated, and no owner of a Private

Dwelling shall lease or sell the same to any party without first giving the Association notice in writing of such lease or sale as herein provided, thereby giving Association the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said Private Dwelling on the same terms and conditions as those contained in any bona fide offer which the Owner of such private dwelling may have received for the lease or purchase of his said private dwelling. Whenever the owner of any Private Dwelling has received a bona fide offer to lease or purchase his Private Dwelling and is desirous of accepting such bona fide offer, a bona fide offer being defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such lease or sale, and accompanied by an earnest money deposit in an amount equal to at least ten (10%) percent of the purchase price if the same is an offer for the purchase of such Private Dwelling, the owner of such Private Dwelling shall notify the Board of Directors of the Association in writing by registered or certified mail sent to the officers of said Association, or by personal delivery made to the President or Secretary of said Association, of his desire to accept such offer for the lease or purchase of his Private Dwelling, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice. If the Association is desirous of exercising its option to lease or purchase said Private Dwelling on the same terms and conditions as are contained in said bona fide offer, then Association shall notify the owner of said Private Dwelling desiring to lease or sell the same of the exercise by the Association of its election to so lease or purchase said Private Dwelling, such notice to be in writing and posted by registered or certified mail to said owner within thirty (30) days from receipt by Association of Owner's notice to said Association as hereinabove required, or said notice in writing may be personally delivered to said owner within said thirty (30) day period. If Association has elected to lease or purchase such Private Dwelling, then, upon notifying the owner of such Private Dwelling of its election to lease or purchase said Private

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Dwelling, Association shall execute a lease or contract to purchase, and shall consummate such contract to purchase, all on the same terms and conditions as these contained in said bona fide offer. When any owner of a Private Dwelling has notified Association as above provided of his desire to lease or sell his Private Dwelling, such owner shall be free to consummate such lease or sale of his Private Dwelling, unless, within thirty (30) days after the Owner has delivered his required notice to Association, Association has notified said owner of its intention to exercise its right of first refusal and to lease or purchase such Private Dwelling. However, in said event, the owner of said Private Dwelling shall not lease or sell said Private Dwelling to any party other than the party designated to the Board of Directors of Association in the aforescribed and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to Association, without again giving Association the right of first refusal to lease or purchase such Private Dwelling in the manner above provided.

If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease or purchase any Private Dwelling to be exercised in its name for itself or for a party approved by said Board of Directors of the Association, or said Board of Directors of the Association may elect to cause said Private Dwelling to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase said Private Dwelling in the same manner as would Association upon its exercise of said right of first refusal to lease or purchase such Private Dwelling. Whenever such right of first refusal granted to Association is to be exercised in the name of a party approved by Association, notice of such election as required herein shall be executed by Association, and the party approved by the Board of Directors of the Association.

In the event that the Owner of a Private Dwelling shall lease or sell such Private Dwelling without giving written notice to Association as herein provided, to the end that said Board of Di-

rectors of Association is not afforded the opportunity to determine whether or not it will elect to lease or purchase said Private Dwelling prior to the consumation of such lease or purchase and on the terms and provisions thereof, then the said Association shall have the right to redeem said Private Dwelling from such lease or sale transaction by reimbursing the lessee for the amount of any rent paid in advance, and by executing a lease in favor of the Owner of such Private Dwelling indential with that being redeemed or by refunding unto the purchaser of such Private Dwelling the purchase price paid therefor, in which latter event, the purchaser of such Private Dwelling shall convey the same to Association or to a party designated and approved by the Association. The right of redemption granted herein shall exist for a period of six (6) months from the date of which such lease or sale may be consumated without prior notice to the Board of Directors of the Association as require herein, but such Private Dwelling may not be redeemed by the Association from said lease or sale transaction after the expiration of said six (6) month period. In the event that such sale or lease of a Private Dwelling has been accomplished without the prior notice to the Board of Directors of the Association as required herein, and without affording said Board of Directors of the Association the opportunity to determine whether or not it will exercise its first right to lease or purchase such Private Dwelling on the terms and conditions offered, then the lessee or purchaser in such transaction shall notify the Board of Directors of the Association of his lease or purchase of such Private Dwelling, such notice to be in writing and to state the name and address and business, occupation or employment, if any, of such lessee or purchaser, and the terms and conditions of said lease or purchase, such notice to be in writing and to be delieverd to the Association in the same manner as such notice is required to be given prior to consumation of such lease or sale transaction. Thereafter, the Board of Directors of the Association shall have thirty (30) days from receipt of such notice within which to exercise the right of redemption granted to Association and to accomplish such redemption. Failure to exercise said right of redemption and to accomplish the redemption of said

lease or purchase within said thirty (3) day period of time, provided that same is not obstructed by the party from whom such redemption must be made, shall cause the right of redemption granted to Association to terminate and expire as to said lease or purchase transaction.

NOTWITHSTANDING the foregoing, no Private Dwelling shall be leased unless the terms and provisions of such lease shall provide that such Private Dwelling may not be sublet without the prior written approval of the Association being first had and obtained, and any lease shall provide that the Lessee shall comply with and abide by all of the restrictions pertaining to the use of Private Dwellings and Common Elements contained in this Declaration of Condominium and with the rules and regulations contained herein or hereafter established by the Association governing the use of such Private Dwellings and Common Elements and should any Lessee not comply with such covenants, then Association shall be given the right to cancel and terminate such lease, all without any obligation to Owner and in said respect, Association shall be regarded as the Owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

Unauthorized transactions: Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration of Condominium or for which authorization has not been obtained pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board of Directors of the Association.

The foregoing provisions of this section shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings, nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law,

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such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

## XIV.

AMENDMENT

Except for alterations in the shares which cannot be done except with the consent of all Private Dwelling Owners and their respective mortgagees whose share are being affected, the Declaration of Condominium may be amended in the following manner:

(a) Declaration: Amendments to the Declaration of Condominium shall be proposed and adopted as follows:

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

2. Resolution: A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Private Dwelling Owners meeting as members of the Association and after being proposed and approved by either of such bodies must be approved by the others. Directors and Private Dwelling Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than seventy-five (75%) of the Directors and by Private Dwelling Owners who in the aggregate own not less than seventy-five (75%) percent of the shares.

3. Recording: A copy of each amendment shall be certified in accordance with Chapter 718, Florida Statutes, by at least two (2) officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Palm Beach County, Florida. Copies of the same shall be sent to each Private Dwelling Owner in the manner elsewhere provided for the giving of notice, but the same shall not constitute a condition precedent to the effectiveness of such amendment.

4. No amendment shall be made which adversely affects any mortgage holder without the written consent of said mortgage holder.

(b) Association - Articles of Incorporation and Bylaws: The Articles of Incorporation and by Bylaws of the Association shall be amended in the manner provided by such documents.

## XV

TERMINATION

The Condominium shall be terminated, if at all, in the following manner:

(a) The termination of the Condominium may be effected by the agreement of Private Dwelling Owners who in the aggregate own not less than eighty-five (85%) percent of the shares, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded in the Public Records of Palm Beach County, Florida. It shall also be necessary to obtain written consent of any mortgagees as required by Section 718.117 Florida Statutes.

(b) Destruction: If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, the Condominium Plan of Ownership will be terminated and the Declaration of Condominium Plan of Ownership revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

(c) Share of Private Dwelling Owners After Termination: After termination of the Condominium, the Private Dwelling Owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the Private Dwelling Owners shall have mortgages and liens upon the respective undivided shares of the Private Dwelling Owners. Such undivided shares of the Private Dwelling Owners shall be as set forth on Exhibit "D". All funds held by the Association and insurance proceeds, if any, shall be and continue to be held for the Private Dwelling Owners in proportion to the amount of the assessments paid by each. The costs incurred by the Association in connection with a termination shall be a Common Expense.

(d) Following termination, the property may be partitioned and sold upon the application of any Private Dwelling Owner. If the Board of Directors, following a termination, by not less than a three-fourths vote, determines to accept an offer for the sale of the Property, each Private Dwelling Owner shall be bound to

ETHE MOORE  
LAWYER  
P. O. BOX 810  
101 OCEAN AVENUE  
SUITE 10  
PALM BEACH, FLORIDA  
33480

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execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consumation thereof shall be discontinued by all parties thereto.

(e) The members of the Board of Directors acting collectively as agent for all Private Dwelling Owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

## XVI

RIGHTS OF DECLARER

So long as GEORGE J. CUMMINS and JEAN M. CUMMINS, his wife, the Declarers herein, shall own any Private Dwelling, the said Declarers, or their assigns, shall have the absolute right to lease or sell any such Private Dwelling to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest, and as to the lease, sale or re-sale of any Private Dwelling by said Declarers, the right of first refusal and any right of redemption herein granted to Association shall not be operative or effective in any manner. Further, so long as said Declarers are the owners of three (3) or more Private Dwellings located in PARK LANE CONDOMINIUM APARTMENTS, they shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the Association; and so long as they are the owners of at least one (1) apartment, they shall have the right to designate and select one of the persons who shall serve as a member of each Board of Directors of the Association. Whenever GEORGE J. CUMMINS and JEAN M. CUMMINS, his wife, shall be entitled to designate and select any person or persons to serve on any Board of Directors of the Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or Bylaws of the Association, and said Declarers shall have the right to remove any person or persons selected by them to act and serve on said Board of Directors and to replace such person or

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SUITE 18  
Ft. BEACH, FLORIDA  
33438

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persons with another person or persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by said Declarers need not be a resident in PARK LANE CONDOMINIUM APARTMENTS. However, the said Declarers shall be responsible for the payment of any assessments which may be levied by Association against any Private Dwelling or Private Dwellings owned by the said Declarers, and for complying with the remaining terms and provisions hereof in the same manner as any other owner of a Private Dwelling in PARK LANE CONDOMINIUM APARTMENTS.

Any representative of GEORGE J. CUMMINS and JEAN M. CUMMINS, serving on the Board of Directors of the Association shall not be required to disqualify himself upon any vote upon any management contract or other matter between said declarers, and the Association where the said declarers may have a pecuniary or other interest. Similarly, said Declarers, as members of the Association, shall not be required to disqualify themselves in any vote which may come before the membership of the Association upon any management contract or other matter between said Declarers and the Association where the said Declarers may have a pecuniary or other interest.

## XVII

NOTICES AND ANNUAL REPORTS

So long as FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKE WORTH, and RONALD G. LINKOUS and PATRICIA R. LINKOUS, his wife, Boynton Beach, Florida, are the owners or holders of base mortgages encumbering PARK LANE CONDOMINIUM APARTMENTS, the Association shall furnish said mortgagees with at least one (1) copy of the Annual Financial Statement and Report of the Association audited and prepared by accounts satisfactory to said mortgagees, and setting forth such details as the said mortgagees may reasonably require, including a detailed statement of annual carrying charges or income collected, and operation expenses, such Financial Statement and Report to be furnished within sixty (60) days following the end of each fiscal year.

So long as said mortgagees are the owners and holders of base

GENE MOORE  
LAWYER  
P. O. BOX 910  
100 OCEAN AVENUE  
SUITE 10  
BOYNTON BEACH, FLORIDA  
33438

mortgages encumbering PARK LANE CONDOMINIUM APARTMENTS, and have filed notice of such fact with the Association, the Association shall thereafter give said mortgagees written notice of the call of any meeting of the membership to be held for the purpose of considering any proposed Amendment to this Declaration of Condominium, or the Articles of Incorporation of Association, or the Bylaws of Association, and shall further give said mortgagees notice of default by any member owning any Private Dwelling encumbered by mortgage held by said mortgagees, all such notices hereunder to be sent to the principal office of said mortgagees, in the same manner and simultaneously with the giving of required notice to any Owner or Owners.

## XVIII.

COVENANTS RUNNING WITH THE LAND

All provisions of the Declaration of Condominium shall be construed to be covenants running with the land and with every part hereof and interest therein including but not limited to every Private Dwelling and the appurtenances thereto; and every Private Dwelling Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Declaration of Condominium.

## XIX.

LIENS

(a) Protection of Property: All liens against a Private Dwelling other than for permitted mortgages, taxes or special assessments will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Private Dwelling shall be paid before becoming delinquent.

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

(c) Notice of Suit: Private Dwelling Owners shall give notice to the Association of every suit or other proceeding which

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BOX 910  
OCEAN AVENUE  
SUITE 10  
MIAMI, FLORIDA  
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will or may affect the title to his Private Dwelling or any other part of the property, such notice to be given within five (5) days after the Private Dwelling Owner receives notice thereof.

(d) Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

XX

JUDICIAL SALES AND RIGHT OF  
FIRST REFUSAL ON FINANCING

(a) Approval of Association Not Required: No approval of any purchaser shall be required by the Board of Directors of the Association when the sale is to a purchaser at a judicial sale or to a purchaser by deed of conveyance from an institutional mortgage holder.

XXI

INVALID OR UNENFORCEABLE PROVISIONS

If any term, covenant, provision, phrase or other element of the Declaration of Condominium or Exhibits is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to effect, alter, modify, or impair in any manner whatsoever any other terms, provisions, covenant or element of the Declaration of Condominium or Exhibits. In the event any portion of this Declaration of its Exhibits shall be inconsistent with Florida Statute 718, or any other laws applicable to condominiums in the State of Florida, then this Declaration and its Exhibits shall be automatically amended so they shall be in conformity and compliance with said laws.

XXII

PRIVATE DWELLING DEEDS

Any transfer of a Private Dwelling shall include all appurtenances thereto whether or not specifically described.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 2nd day of August, 1979.

Signed, sealed and delivered  
in the presence of:

ELINE MOORE  
LAWYER  
P.O. BOX 910  
101 OCEAN AVENUE  
SUITE 18  
Ft. BEACH, FLORIDA  
32435

*Patricia A. Michia*  
*Jean M. Progen*

*George T. Cummins* (L.S.)  
GEORGE T. CUMMINS  
*Jean M. Cummins* (L.S.)  
JEAN M. CUMMINS

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STATE OF FLORIDA

COUNTY OF PALM BEACH

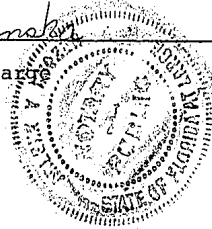
Before me, the undersigned authority, personally appeared  
 GEORGE J. CUMMINS and JEAN M. CUMMINS, his wife, who acknowledged  
 before me that they did voluntarily execute the foregoing Declara-  
 tion of Condominium, and that the same was executed for the pur-  
 poses therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal  
 this 2nd day of August, A.D., 1979.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
 MY COMMISSION EXPIRES MAR. 25 1983  
 BONDED THRU GENERAL INS. UNDERWRITERS

*Dorlene T. Hugensch*  
 NOTARY PUBLIC  
 State of Florida at Large

CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby joins in and consents to the  
 above and foregoing Declaration of Condominium this 2nd day of  
August, 1979.

RONALD G. LINKOUS

PATRICIA R. LINKOUS

THE MOORE  
 LAWYER  
 P. O. BOX 910  
 101 OCEAN AVENUE  
 SUITE 10  
 PALM BEACH, FLORIDA  
 33480

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CONDOMINIUM CONVERSION REPORT

FOR

MR. AND MRS. GEORGE CUMMINS  
PARK LANE CONDOMINIUM

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

JULY 1979



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

Land Surveyors

Civil Engineers

Land Planners

2601 N. FEDERAL HIGHWAY  
DELRAY BEACH, FLORIDA 33444

DELRAY 276-4501  
BOYNTON 732-3279

July 6, 1979

CONDOMINIUM CONVERSION REPORT

FOR

Mr. and Mrs. George Cummins (W.O. #79-459)

The property consists of Lot 1, Block 15, Sawyers Addition, Town of Boynton Beach, bounded by Ocean Avenue on the North, SE 1st Street on the East and SE 1st Avenue on the South. The lot measures 100 feet wide and 273.3 feet deep. There are three structures on the property; one building on the North called 'Park Apartments'; a two-story building consisting of 6 apartments - 4 two bedroom/two bath apartments and 2 - 1 bedroom/1 bath apartments. A second building on the South called 'Park Lane Apartments', consists of eight one bedroom/one bath apartments; four on each of two floors. Between the two buildings is a one story service and carport structure containing 6 car ports and three separate rooms; one laundry room, one pool equipment room and one storage room. There also exists a swimming pool at the rear of the South building enclosed by a stuccoed C.B. wall, 5 feet high with two access wooden gates all in good condition.

The blacktop paving on the property and the parking blocks are in good condition. The three buildings are all of C.B.S. construction with stucco exterior finish. All doors and windows are in satisfactory condition. The South wall of the 'Park Apartments' (North building) at the West portion shows some diagonal cracks which had previously been repaired. A small crack is evident in the West landing of the rear stairway.

The roof areas on all three structures are of built-up ply tar and gravel and are apparently in good condition. No blistering is evident. There is a rusted goose neck vent on East half of the North building roof.

There are two 3-wire electric drop connections - one for each apartment building. The South building has 8 meter and 8-100 Amp. service boxes located on the West end of the building. The North building has 7 meter and 6-100 Amp. disconnect boxes, 1-150 Amp. disconnect box for service to the carport and service building, all located on the East wall of the building. All electrical services are in good repair.

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## Condominium Conversion Report

Mr. and Mrs. George Cummins (79-459)

Each apartment in both buildings has central air conditioning. The air handling units are located in the apartments the compressors for the North building are located on the roof and all are in good condition. The compressors for the South building have four that are located on the East side - four are located on the West. All compressors are Lennox, except one G.E. located on the West end of the South building. The A.C. systems in each apartment are in satisfactory working condition.

Each apartment was inspected. All electrical switches and outlets including appliances are in working order. Plumbing fixtures in each apartment and laundry were in working order, both hot and cold water and drains.

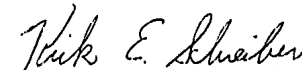
All plastered walls were checked and no serious cracks were evident. All terrazzo floors that were not covered with carpeting are in good condition. No crazing evident.

Fire extinguishers are located in cabinets on each floor of both buildings and are in operating condition.

Aluminum gutters and downspouts are on both apartments, and in satisfactory condition.

Respectfully yours,

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



Kirk E. Schreiber, P.E.  
Registration #

KES/pw

(Corp. Seal)


SURVEYOR'S CERTIFICATE

STATE OF FLORIDA        )  
                                   )  
 COUNTY OF PALM BEACH    )

BEFORE ME, the undersigned authority duly authorized to administer oaths, and take acknowledgments, 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 this Exhibit "A" to the Declaration of Condominium for PARK LANE CONDOMINIUM in three (3) sheets delineates the existing improvements on the condominium property.
3. Affiant hereby certifies that the construction of the improvements shown is complete and that the said Exhibit "A" to the Declaration of Condominium, together with the wording of the declaration relating to matters of survey is a correct 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

SWORN TO AND SUBSCRIBED before me  
 this 2nd day of August, 1979.

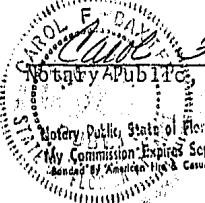
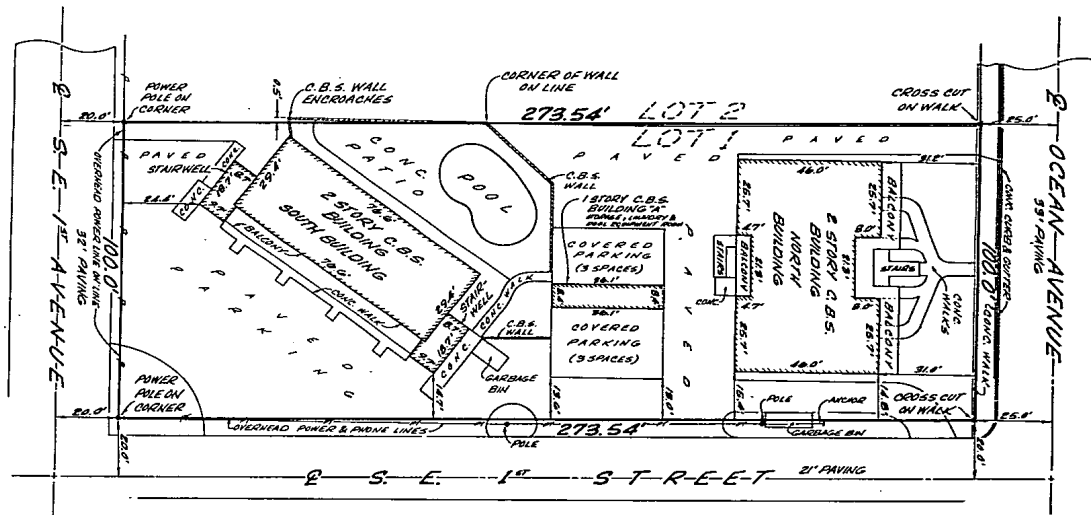
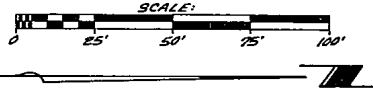
  
 Carol F. Davis  
 Notary Public, State of Florida at Large  
 My Commission Expires Sept. 5, 1982  
 Licensed by American Fire & Casualty Company

EXHIBIT A  
 SHEET 1 OF 3 SHEETS

# PARK LANE CONDOMINIUM

## SURVEY MAP



### DESCRIPTION OF CONDOMINIUM LANDS:

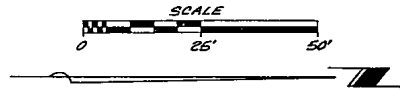
LOT 1, BLOCK 15, SAWYER'S ADDITION TO THE TOWN OF BOYNTON, BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1 AT PAGE 69 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT A  
ANNEXED TO AND EXPRESSLY MADE A  
PART OF DECLARATION OF CONDOMINIUM  
SHEET 2 OF 3 SHEETS

O'BRIEN, SUITER & O'BRIEN, INC. ENGINEERS, SURVEYORS, LAND PLANNERS DeBary Beach - Boynton Beach, Florida	
DATE: JULY 1979	AS SURVIVOR
BY: [Signature]	72-452-2

# PARK LANE CONDOMINIUM

## FLOOR PLANS

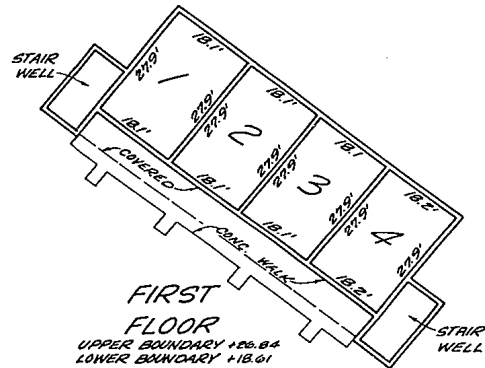
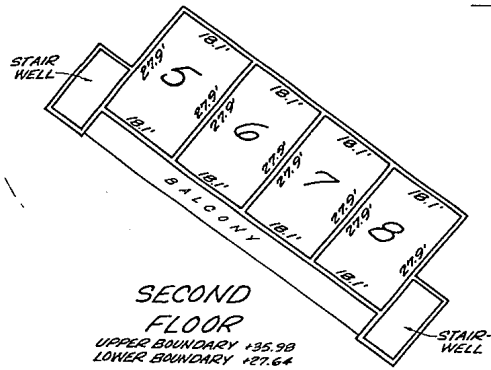


### LEGEND:

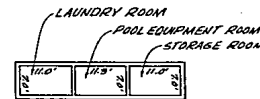
"±27.64" DENOTES RELATIVE ELEVATIONS IN FEET AND DECIMAL PARTS THEREOF BASED ON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.)

"7" UNIT NUMBER

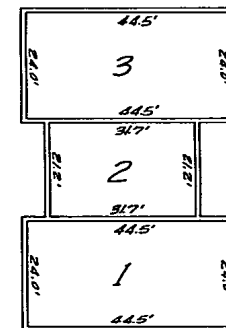
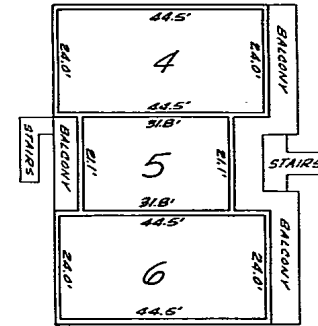
NOTE: THESE PLANS AND ELEVATIONS WERE COMPILED FROM DATA ACQUIRED BY ACTUAL FIELD MEASUREMENT.



### SOUTH BUILDING



BUILDING "A"  
UPPER BOUNDARY ±25.83  
LOWER BOUNDARY ±18.14



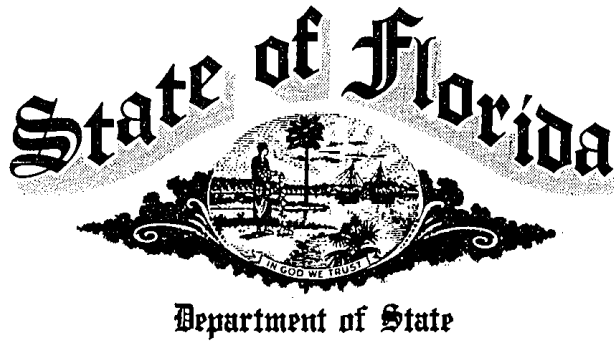
### NORTH BUILDING

EXHIBIT A  
ANNEXED TO AND EXPRESSLY MADE A  
PART OF DECLARATION OF CONDOMINIUM  
SHEET 3 OF 3 SHEETS

O'BRIEN, SUITER & O'BRIEN, INC.  
ENGINEERS, SURVEYORS, LAND PLANNERS  
Delray Beach - Boynton Beach, Florida

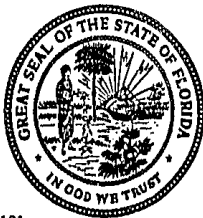
DATE: JULY 1979  
BY: [Signature]  
AS SHOWN  
77-459 db

B3152 P1926



I certify that the attached is a true and correct copy of the Articles of Incorporation of PARK LANE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on July 10, 1979, as shown by the records of this office.

The charter number for this corporation is 748016.



CER 101  
12-78

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 11th day of July, 1979.

*[Signature]*  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
PARK LANE CONDOMINIUM  
ASSOCIATION, INC.

B3152 P1927

FILED  
JUL 10 12 46 PM '79  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

ARTICLE I - Name

The name of the corporation shall be PARK LANE CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association".

ARTICLE II - Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, for the operation of PARK LANE CONDOMINIUM ASSOCIATION, established upon property described as Lot 1, Block 15, SAWYERS ADDITION, recorded in Plat Book 1, Page 69, Palm Beach County Public Records, Palm Beach County, Florida.

ARTICLE III - Powers

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

A. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

B. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties that are reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

1. To make and collect assessments against members as condominium unit owners to defray the costs, expenses and losses of the Condominium.

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

ONE MOORE  
LAWYER  
P. O. BOX 910  
101 OCEAN AVENUE  
SUITE 10  
PALM BEACH, FLORIDA  
33405

EXHIBIT "B"

B3152 P1928

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

4. The purchase of insurance upon the condominium property and insurance for the protection of the association and its members as condominium unit owners.

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

6. To make and amend reasonable regulations regarding the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before same shall become effective.

7. To approve or disapprove the transfer, mortgage, lease and ownership of condominium units as may be provided by the Declaration of Condominium and the By-laws of the Association.

8. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-laws of the Association and the Regulations for the use of the property of the condominium.

9. To employ personnel to perform the services required for proper operation of the condominium.

10. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

C. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-laws.

D. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and By-laws.

#### ARTICLE IV - Members

The members of the Association shall consist of all of the record owners of condominium units in the condominium, and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.



B3152 P1929

A. After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a condominium unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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

C. The owner of each condominium unit shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of condominium units, and the manner of exercising voting rights shall be determined by the By-laws of the Association.

#### ARTICLE V - Directors

A. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the By-laws, but shall not be less than three. In the absence of such determination, the board shall consist of three directors. Directors need not be members of the Association.

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

C. The first election of directors shall not be held until after the developer has closed the sales of all of the condominium units of the condominium, or until developer elects to terminate its control of the condominium, or until after the 1st day of January, 1980, whichever occurs first. Said election rights shall be subject to the provisions of any applicable Florida Statutes. The directors named in these Articles shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

GENE MOORE  
LAWYER  
P. O. BOX 919  
1ST OCEAN AVENUE  
SUITE 18  
PALM BEACH, FLORIDA  
33480

D. The names and post office addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

JEAN M. CUMMINS,	111 S.E. 1st Street Boynton Beach, Florida 33435
GEORGE J. CUMMINS, JR.,	111 S.E. 1st Street Boynton Beach, Florida 33435
GEORGE J. CUMMINS,	111 S.E. 1st Street Boynton Beach, Florida 33435

#### ARTICLE VI - Officers

The affairs of the Association shall be administered by the officers designated in the By-laws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

JEAN M. CUMMINS, Secretary/Treasurer	111 S.E. 1st Street Boynton Beach, Florida 33435
GEORGE J. CUMMINS, JR. Vice-President	111 S.E. 1st Street Boynton Beach, Florida 33435
GEORGE J. CUMMINS, President	111 S.E. 1st Street Boynton Beach, Florida 33435

#### ARTICLE VII

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

FINE MOORE  
LAWYER  
P. O. BOX 810  
4117 OCEAN AVENUE  
SUITE 10  
BOYNTON BEACH, FLORIDA  
33435

ARTICLE VIII - By-laws

The first By-laws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded by a vote of approval of 75% of the entire membership.

ARTICLE IX - Amendments

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

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

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

1. Such approvals must be by not less than 75% of the votes of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association, or

2. By not less than 80% of the votes of its entire membership of the Association.

C. Provided, however, that no amendment shall make any changes in the qualification for membership nor the voting rights of members without the approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

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

ARTICLE X - Term

The term of the Association shall be perpetual.

LINE MOORE  
LAWYER  
P. O. BOX 910  
101 OCEAN AVENUE  
SUITE 10  
PALM BEACH, FLORIDA  
33408

B3152 P1932

ARTICLE XI - Subscribers

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

JEAN M. CUMMINS 111 S.E. 1st Street  
Boynton Beach, Florida 33435

GEORGE J. CUMMINS, JR. 111 S.E. 1st Street  
Boynton Beach, Florida 33435

GEORGE J. CUMMINS 111 S.E. 1st Street  
Boynton Beach, Florida 33435

IN WITNESS WHEREOF, the subscribers have affixed their signatures, this 28 day of June, A.D., 1979.

Jean M. Cummins  
JEAN M. CUMMINS

George J. Cummins, Jr.  
GEORGE J. CUMMINS, JR.

George J. Cummins  
GEORGE J. CUMMINS

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me the undersigned authority, personally appeared  
JEAN M. CUMMINS, GEORGE J. CUMMINS, JR., and GEORGE J. CUMMINS,  
well known to me to be the persons who executed the above and  
foregoing Articles of Incorporation, and they acknowledge that  
they executed the same for the purposes and uses expressed therein.

WITNESS my hand and official seal this 28 day of  
June, A.D., 1979.

Notary Public  
NOTARY PUBLIC  
State of Florida at Large  
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 25 1980  
BONDED \$500 CAPITAL \$100,000 UNDERWRITERS

JOHN MOORE  
LAWYER  
P. O. BOX 810  
111 OCEAN AVENUE  
SUITE 10  
BOYNTON BEACH, FLORIDA  
33435

B9152 P1933

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.691, Florida Statutes, the following is submitted:

FIRST -- That PARK LANE CONDOMINIUM ASSOCIATION, INC. desiring to organize or qualify under the Laws of the State of Florida, with its principal place of business at City of Boynton Beach, State of Florida, has named George J. Cummins located at 111 S.E. 1st Street City of Boynton Beach, State of Florida, as its Agent to accept service of process within Florida.

George J. Cummins  
Title: Agent  
Date: June 28, 1979

Having been named to accept service of process for the above stated corporation at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

George J. Cummins  
Date: June 28, 1979

## BY-LAWS OF

PARK LANE CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit under the  
laws of the State of FloridaI. IDENTITY:

These are the By-laws of PARK LANE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 10<sup>th</sup> day of JULY, 1979. PARK LANE CONDOMINIUM ASSOCIATION, INC., hereinafter called "Association", has been organized for the purpose of administering the operation and management of an apartment housing project, PARK LANE CONDOMINIUM ASSOCIATION, INC., established in accordance with the Condominium Act of the State of Florida upon the following described property, situate, lying and being in Palm Beach County, Florida, to-wit:

LOT 1, BLOCK 15, SAWYERS ADDITION, as recorded  
in Plat Book 1, Page 69, Public Records of Palm  
Beach County, Florida.

(a) The provisions of these By-laws are applicable to the building complex known as PARK LANE CONDOMINIUM ASSOCIATION, INC., located on the above-described property in Palm Beach County, Florida, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Palm Beach County, Florida, at the time said property and improvements now or hereafter situate thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever the same may be in conflict herewith.

(b) All present or future owners, tenants, future tenants, or their employees, or any other person who might use PARK LANE CONDOMINIUM ASSOCIATION, INC., or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-laws and in the said Articles of Incorporation and Declaration of Condominium.

-1-

EXHIBIT "C"

GENE MOORE

LAWYER

P. O. BOX 910

840 EAST OCEAN AVENUE

SUITE 10

BOYNTON BEACH, FLORIDA

33439

(c) The office of the Association shall be 111 S.E. 1st Street, Boynton Beach, Florida.

(d) The fiscal year of the Association shall be the calendar year or as may be set by the direction of the Association.

(e) The seal of the Association shall bear the name of the Association, the words "Corporation not for Profit", and the year of incorporation.

## II. MEMBERSHIP, VOTING, QUORUM, PROXIES

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

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

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

(d) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereupon and must be filed with the Secretary before the appointed time of the meeting.

(e) Approval or disapproval of a Private Dwelling owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(f) Except where otherwise required under the provisions of Articles of Incorporation of the Association, these By-laws, the Declaration of Condominium or where the same may be

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LAWYER

P. O. BOX 910  
640 EAST OCEAN AVENUE  
SUITE 18  
BOYNTON BEACH, FLORIDA  
33435

otherwise required by law, the affirmative vote of the owners of a majority of the Private Dwellings represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

### III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

(a) The Annual Members' Meeting shall be held in the office of the Association at 10:00 a.m., Eastern Standard Time, on the first Monday in February of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday.

(b) Special Members' Meetings shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from members of the Association owning a majority of the Private Dwellings.

(c) Notice of all members' meetings, regular or special shall be given by the President, Vice President or Secretary of the Association, or by other officer of the Association in the absence of said officers, to each member, unless waived in writing such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set forth for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date of which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Association (Register of Owners) as of the date of mailing such notice, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such notice, and such waiver, when filed in the records of

GENE MOORE  
LAWYER

P. O. BOX 810  
840 EAST OCEAN AVENUE  
SUITE 18  
BOYNTON BEACH, FLORIDA  
33435



B8152 P1937

Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-laws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

(d) The order of business at Annual Members' Meetings and as far as practical at any other members' meetings, shall be as follows:

1. Calling of the roll and certifying of proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading and disposal of any unapproved minutes.
4. Reports of Officers
5. Reports of Committees.
6. Appointment of Inspectors of Election by Chairman.
7. Election of Directors
8. Unfinished business.
9. New business.
10. Adjournment.

#### IV. BOARD OF DIRECTORS

(a) The first Board of Directors of the Association and succeeding Board of Directors shall consist of three (3) persons or, up to the maximum number of five (5). At least a majority of the Board of Directors shall be members of the Association. So long as GEORGE J. CUMMINS and JEAN M. CUMMINS are the owners of five (5) or more of the Private Dwellings in PARK LANE CONDOMINIUM ASSOCIATION, INC., said owners shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the Association and so long as GEORGE J. CUMMINS and JEAN M. CUMMINS are the owners of at least one (1) Private Dwelling, the said owners shall have the right to designate and select one (1) of the persons who shall serve as a member of each Board of Directors of the Association. Said rights shall also apply to their assigns.

(b) Election of Directors shall be conducted in the following manner:

1. GEORGE J. CUMMINS and JEAN M. CUMMINS, hereinafter known as Sponsors of PARK LANE CONDOMINIUM ASSOCIATION, INC., shall, at the beginning of the election of the Board of Directors designate and select that number of the members of the Board of Directors which they shall be entitled to designate and select in accordance with the provisions of these By-laws, and upon each designation and selection by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by said Sponsors shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these By-laws.

2. All members of the Board of Directors who the Sponsors shall not be entitled to designate and select under the terms and provisions of these By-laws, shall be elected by a plurality of the votes cast at the Annual Meeting of the Members of the Association immediately following the designation and selection of the members of the Board of Directors whom the Sponsors shall be entitled to designate and select.

3. Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors except that should any vacancy in the Board of Directors be created in any Directorship previously filled by any person designated and selected by the Sponsor, such vacancy shall be filled by the Sponsor, designating and selecting, by written instrument delivered to any officer of the Association, the successor Director to fill the vacated Directorship for the unexpired term thereof.

4. At the first Annual Meeting of the members held after the property identified herein has been submitted to the plan of the condominium ownership and the Declaration of Condominium has been recorded in the Public Records of Palm Beach County, Florida, the term of office of the two (2) Directors receiving the highest plurality of votes shall be established at two (2) years; the term of office of the other one (1) Director shall be established at one (1) year. Thereafter, as many

GENE MOORE

LAWYER

P. O. BOX 910

640 EAST OCEAN AVENUE

SUITE 10

BOYNTON BEACH, FLORIDA

33438

B3152 P1939

Directors of the Association shall be elected at the Annual Meeting as there are regular terms of office of Directors expiring at such time, and the term of office of the Directors so elected at the Annual Meeting of the members each year shall be for two (2) years expiring at the second annual meeting following their election, and thereafter until their successors are duly elected and qualified, or until removed in the manner elsewhere provided or as may be provided by law. If, at the time of the first Annual Meeting the Sponsors are the owners of five (5) or more Private Dwellings, which are located in the complex of PARK LANE CONDOMINIUM ASSOCIATION, INC., then the Sponsors shall have the right to designate and select two (2) Directors whose term of office shall be established at two (2) years and one (1) Director whose term of office shall be established at one (1) year; and should the Sponsor at said time be the owner of at least one (1) of said Private Dwellings then the said Sponsor shall have the right to designate and select one (1) of the Directors whose term of office shall be established at two (2) years.

5. In the election of Directors, there shall be appurtenant to each Private Dwelling as many votes for Directors as there are Directors to be elected, provided, however, that no member or owner of any Private Dwelling may cast more than one vote for any person nominated as Director, it being the intent hereof that voting for Directors shall be non-cumulative.

6. In the event that the Sponsors, in accordance with the privilege granted unto them, select any person or persons to serve on any Board of Directors of the Association, the said Sponsors shall have the absolute right at any time, in their sole discretion, to replace any such person or persons to serve on said Board of Directors. Replacement of any person or persons designated by the Sponsors to serve on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and the designation of his successor

shall be effective immediately upon delivery of such written instrument by the Sponsors to any officer of the Association.

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

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

(e) Special meetings of the Directors may be called by the President of the Association, and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three (3) days notice of a meeting shall be given to each Director, personally or mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

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

(g) A quorum at a Directors' Meeting shall consist of the Directors entitled to cast a majority of the votes of the entire board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-laws, or the Declaration of Condominium. If any Directors' Meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-laws or the Declaration of Condominium, the Directors who are present may

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adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(h) The Presiding Officer of Directors' Meetings shall be the Chairman of the Board, if such an officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

(i) Directors' fees, if any, shall be determined by the members.

(j) All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-laws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these By-laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing the following:

1. To make, levy and collect assessments against the members and members' Private Dwellings to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;
2. The maintenance, repair, replacement, operation and management of any building or common area of PARK LANE CONDOMINIUM ASSOCIATION, INC., wherever the same is required to be done and accomplished by the Association for the benefit of its members;
3. The reconstruction of improvements after casualty, and the further improvement of the property, real and personal;
4. To make and amend regulations governing the use of the property, real and personal, in PARK LANE CONDOMINIUM ASSOCIATION, INC., so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;
5. To approve or disapprove of proposed purchasers and lessees of Private Dwellings in the manner specified in the Declaration of Condominium;
6. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Private Dwellings in PARK LANE CONDOMINIUM ASSOCIATION, INC., as may be

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necessary or convenient in the operation and management of PARK LANE CONDOMINIUM ASSOCIATION, INC., and in accomplishing the purposes set forth in the Declaration of Condominium;

7. To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the association for such purposes. The association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the association;

8. To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and the Regulations hereinafter promulgated governing the use of the property in PARK LANE CONDOMINIUM ASSOCIATION, INC.;

9. To pay all taxes and assessments which are liens against any part of PARK LANE CONDOMINIUM ASSOCIATION, INC., other than Private Dwellings and the appurtenances thereto, and to assess the same against the members of their respective Private Dwellings subject to such liens;

10. To carry insurance for the protection of the members and the Association against casualty and liability;

11. To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of separate Private Dwellings; and

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

(k) The first Board of Directors of the Association shall be comprised of three (3) persons designated to act and serve as Directors in the Articles of Incorporation, which said persons shall serve until their successors are elected at the first Annual Meeting of the members of the Association called after the property identified herein has been submitted to the plan of condominium ownership and the Declaration of Condominium has been recorded in the Public Records of Palm Beach County, Florida. Should any member of the said Board of Directors be unable to serve for any reason, a majority of the remaining members of the Board of Directors shall have the right to select and designate a party to act and serve as a Director for the unexpired term of said Director who is unable to serve.

(l) The undertakings and contracts authorized by said First Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the First Board of Directors duly elected by the membership after the property identified herein has been submitted to the plan of condominium and said Declaration of Condominium has been recorded in the Public Records of Palm Beach County, so long as any undertakings and contracts are within the scope of the

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powers and duties which may be exercised by the Board of Directors of the Association in accordance with all applicable condominium documents.

#### V. OFFICERS

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

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

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

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

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

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

#### VI. FISCAL MANAGEMENT

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

(a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Private Dwelling. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amount paid upon account and the balance due upon assessments.

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

1. Common Expense Budget, which shall include, without limiting the generality of the foregoing, the estimated amount necessary for maintenance and operation of common elements, landscaping, streets and walkways, office expense, utility services, casualty insurance, liability insurance, administration and reserves (operating and replacement);

2. Proposed assessments against each member. Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to any time in their sole discretion levy any additional assessments

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in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management or in the event of emergencies.

(c) The depository of the Association shall be such bank or banks and/or Federal Savings and Loan Associations as shall be designated from time to time by the Directors and in which the monies of the association shall be deposited. Withdrawals of money from such accounts shall be by such persons as are authorized by the Directors.

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

(e) Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or being responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be as least the amount of the total annual assessments against members for common expenses. The premium on such bonds shall be paid by the Association.

#### VII. PARLIMENTARY RULES

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

#### VIII. AMENDMENTS TO BY-LAWS

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

(a) 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) A resolution adopting a proposed amendment must receive approval of seventy-five (75%) percent of the votes of the entire membership of the Board of Directors and seventy-five (75%) percent of the votes of the entire membership of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing.

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(c) An amendment when adopted shall become effective only after being recorded in the Public Records of Palm Beach County, Florida, as an Amendment of the Declaration of Condominium.

(d) These By-laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

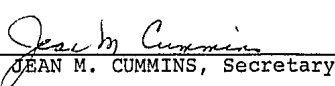
IX. REMOVAL OF DIRECTORS

Subject to the provisions of Section 718.301, Florida Statutes, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by 10 percent of the unit owners, giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

The foregoing was adopted as the By-laws of PARK LANE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 10th day of July, 1979.

PARK LANE CONDOMINIUM ASSOCIATION, INC.

By:   
GEORGE J. CUMMINS, President

  
JEAN M. CUMMINS, Secretary

(Corp. Seal)

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PARK LANE CONDOMINIUM  
Percentage of Ownership

NORTH BUILDING

Unit 1	11.5%
2	7.0%
3	11.5%
4	11.5%
5	7.0%
6	11.5%

SOUTH BUILDING

Unit 1	5.0%
2	5.0%
3	5.0%
4	5.0%
5	5.0%
6	5.0%
7	5.0%
8	5.0%
	<hr/> 100%

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EXHIBIT "D"

Record Verified  
Palm Beach County, Fla.  
John B. Dunkle  
Clerk Circuit Court