

THIS INSTRUMENT PREPARED BY AND RETURN TO:
JAMES B. CHAPLIN, ESQ.
Suite 510, 800 E. Broward Boulevard
Fort Lauderdale, Florida 33301

(127)

DECLARATION OF CONDOMINIUM
OF
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

MADE this 23rd day of July, 1979, by ORLAN HOMES CORP., a Florida corporation (hereinafter referred to as "Developer"), for itself, its successors, grantees and assigns, as fee simple owner of the property described in Article III below, hereby states and declares:

I

SUBMISSION STATEMENT

Developer hereby submits to the Condominium form of ownership and use, the fee simple estate in the land described in Article III hereof, the easements and rights appurtenant thereto, pursuant to Chapter 718, Florida Statutes, as presently constituted (the "Condominium Act").

II

NAME

The name by which the Condominium is to be known and identified is "CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE." All references to CHANTECLAIR VILLAS or CHANTECLAIR VILLAS CONDOMINIUM shall mean CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE.

III

THE LAND

The land submitted to Condominium ownership (the "Land") is situated in Palm Beach County, Florida, as more particularly described in Exhibit "A" attached hereto.

IV

PHASE CONDOMINIUM

A. Chanteclair Villas is a Phase Condominium with three phases as authorized by Florida Statutes Section 718.403. The first phase will encompass 16 Units. The second phase will encompass 18 Units, and the third phase will encompass 20 Units. The Developer reserves the right to complete Phases 2 and 3, amend this Declaration of Condominium as provided by Florida Statutes and this document, and cause Phases 2 and 3 to share the common elements of this Condominium with Phase 1, as hereinafter set forth. All facilities designed in this project have been sized and are of such quantity so as to accommodate a 54 Unit Condominium which is the total number of Units in Phase 1, 2 and 3. Construction of Phase 1 is completed. Construction of the recreational facilities is scheduled to begin or about November 1, 1979. This Condominium covers 7.38 acres.

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There will be no impact on Phase 1 when Phases 2 and 3 are completed and form a part of the Condominium excepting only that the share of each Phase 1 Unit Owner in the common elements, common expenses and common surplus will change when Phase 2 is completed from a 1/16th undivided interest to a 1/34th undivided interest and each Unit Owner in Phase 2 will acquire an undivided 1/34th interest in and to the common elements, the common expenses and the common surplus. There will be no impact on Phases 1 and 2 when Phase 3 is completed and forms a part of the Condominium excepting only that the then share of each Phase 1 and 2 Unit Owner in the common elements, common expenses and common surplus will change from a 1/34th undivided interest to a 1/54th undivided interest and each Unit Owner in Phase 3 will acquire an undivided interest in and to the common elements, the common expenses and the common surplus. No additional lands other than those set forth in Exhibit "B" on which Phases 2 and 3 are to be located will be added to the Condominium.

If Phase 2 is not begun within three (3) years from the filing of this Declaration of Condominium in the Public Records of Palm Beach County, Florida, and not completed on or before the fourth (4th) anniversary of said filing date, all of Developer's rights to create Phase 2 of this Condominium project shall terminate and Phase 1 shall then be the entire Condominium with each Unit Owner of Phase 1 permanently having an undivided 1/16th interest in the common elements, common expenses and common surplus. If, after the completion of Phase 2, Phase 3 is not begun after within three (3) years from the filing of this Declaration of Condominium in the Public Records of Palm Beach County, Florida, and completed on or before four (4) years from said filing date, all Developer's rights to create Phase 3 of this Condominium project shall terminate and Phases 1 and 2 shall continue to be the only phases of the Condominium with each Unit Owner in Phase 1 and Phase 2 permanently having an undivided 1/34th interest in the common elements, common expenses and common surplus. The legal description of Phase 2 is attached to this Declaration as Exhibit "D." A survey of all three phases is attached to this Declaration as Exhibit "C." The plot plan of Phases 2 and 3 is included in the plot plan of Phase 1 which is attached to this Declaration as Exhibit "B."

When this Declaration of Condominium is filed, the Unit Owners of Phase 1 will each have 1/16th (6.25%) undivided interest in the common elements, common expenses and common surplus, totaling 100%. As Phase 2 is added, each Unit Owner of Phases 1 and 2 will have an undivided 1/34th (approx. 2.94%) interest in the common elements, common expenses and common surplus, totaling 100%. As Phase 3 is added to this Declaration of Condominium at a later date, each Unit Owner of Phases 1, 2 and 3 will have an undivided 1/54th (approx. 1.85%) interest in the common elements, common expenses and common surplus, totaling 100%. As each Phase 2 and Phase 3 is added to this Declaration of Condominium the then existing Unit Owners in prior phases will have their interest in the common elements, common expenses and common surplus reduced as set forth above. All Units after Phase 3 is added will have an undivided 1/54th (approx. 1.85%) interest in the common elements, common expenses and common surplus. There are no phases other than Phases 1, 2 and 3 of this proposed Condominium.

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All of the recreational facilities serving the Condominium will be owned by Chanteclair Villas Recreation Association, Inc., a Florida corporation not-for-profit, whose members will be all Unit Owners in Chanteclair Villas (all three phases) Condominium and additional condominiums to be developed on Parcels C & D of Charter World, according to the Plat thereof, recorded in Plat Book 31, Page 21 of the public records of Palm Beach County, Florida. The membership of the Recreation Association and the recreational facilities owned by the Recreation Association may be expanded to include Unit Owners and recreational facilities in other adjacent condominiums, other than those listed above. Each Unit Owner shall be a member of the Condominium Association and shall be a member of the Recreation Association. Each Unit Owner shall be entitled to one vote in each Association. If more than one person owns a Condominium Unit, then that one group of owners shall be entitled to one vote for each Condominium Unit. Therefore, after Phase 1 is completed, there shall be 16 votes to be cast, and after Phase 2 is completed, there shall be 34 votes to be cast, and after Phase 3 is completed, there shall be 54 votes to be cast. Developer reserves the right to go on the Condominium property as necessary and the recreational facilities property owned by the Recreation Association to develop Phase 2 and Phase 3. Upon the completion of development of each additional phase, Developer has the right to amend this Declaration of Condominium to provide to the Unit Owners in subsequent phases the rights, benefits and privileges reserved here for their use and benefit. When this Declaration of Condominium is thus amended, such amendment shall not require the execution thereof or consent thereto by the Unit Owners or persons other than Developer.

V

DEFINITIONS

The various terms used in this Declaration and its exhibits are defined in accordance with the provisions of Section 718.103 of the Condominium Act and with the following further definitions:

- (a) Developer - The Developer is Orlan Homes Corp., a Florida corporation.
- (b) Unit or Condominium Unit is a Unit as defined in the Condominium Act, referring herein to each of the separate and identified parcels of land delineated in the Survey attached to the Declaration as Exhibit C, and when the context requires or permits, the Unit or Units include its share of the common elements appurtenant thereto. The physical boundaries of each Unit are as delineated in the material aforescribed and are as more particularly described in Article VI of this Declaration.

- (c) Condominium Parcel - The Condominium Unit, together with its undivided share in the common elements appurtenant thereto.
- (d) Owner or Unit Owner - That person or entity or group of owners owning a Condominium parcel.
- (e) Condominium Act - Chapter 718 Florida Statutes, as presently constituted.
- (f) Condominium Association or Association - Means Chanteclair Villas Condominium Association Number One Inc., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.
- (g) Recreation Association - Means Chanteclair Villas Recreation Association, Inc., a Florida corporation not for profit, the entity which owns, controls, manages and maintains the recreational facilities which serve the Condominium and other condominiums.
- (h) Board of Directors - Refers to the Board of Directors of Chanteclair Villas Condominium Association Number One, Inc., which Board is responsible for the administration of the Association.
- (i) Member - Each Unit Owner or Co-Owner who, by virtue of ownership of a Condominium Unit, automatically becomes and remains during Unit ownership a member of Chanteclair Villas Condominium Association Number One, Inc. and Chanteclair Villas Recreation Association, Inc.
- (j) Condominium Documents - Means this Declaration, the Articles of Incorporation and By-Laws of the Association and all other exhibits attached hereto, as amended.
- (k) Condominium Property - Means and includes the lands and personal property that are subject to Condominium form of ownership, whether or not contiguous, and thereto intended for use in connection with the Condominium Parcel, except for the Property owned by the Recreation Association.
- (l) Common Elements - Means the portions of the Condominium property not included in the Units.
- (m) Common Expenses - Means the expenses and assessments incurred by the Association incident to the discharge of its duties.
- (n) Common Surplus - Means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the common elements over the common expenses.
- (o) Declaration or Declaration of Condominium - Means this instrument and any amendments thereto that may be recorded from time to time.

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- (p) Limited Common Elements - Means and includes those common elements which are reserved for the use of a certain Unit or Units, to the exclusion of other Units as specified in this Declaration.
- (q) Utility Services - Utility services, as used in the Condominium Act and construed with reference to this Condominium and as used in the Declaration and By-Laws, shall include, but not be limited to, electric power, gas, water, heating, air conditioning, sewage and garbage disposal and trash removal.
- (r) The Declaration of Protective Covenants and Restrictions - Means the Protective Covenants and Restrictions and Reservations included in those certain instruments recorded at O.R. Book 2210, Page 573, of the public records of Palm Beach County, Florida, affecting the Condominium Property. See Exhibit "N."
- (s) Recreational Facilities - That real and personal property to be used by the Unit Owners, as members of the Recreation Association, for recreation purposes, which property is owned by the Recreation Association, including easements for access to the Recreation Facilities for the benefit of members of the Recreation Association.
- (t) Recreation Assessments - Means a share of the funds required for the payment of expenses incurred in connection with the Recreational Facilities, which are from time to time assessed against Unit Owners and collected by the Condominium Association and remitted to the Recreation Association.
- (u) Institutional Mortgagee or Mortgagee - Means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, any individual or private or public business entity or FHA, VA, FNMA and FHLMC approved lender holding a first mortgage upon a Unit and their respective successors or assigns.

VI

IDENTIFICATION OF CONDOMINIUM UNITSPHASE I

A. The Condominium property consists of the land described in Article III hereof and all easements and rights appurtenant thereto, together with the improvements constructed thereon, which includes the Units and common elements. The principal improvements to be constructed on the real property submitted herewith to condominium ownership will consist of drive, parking areas and utility services. At the time of the execution of this Declaration, the lands described in Exhibit "A" have been submitted to condominium form of ownership. Accordingly, the survey exhibits representing Phase I have been certified by a Florida Registered Land Surveyor indicating statutory compliance with Section 718.104(4)(e), Florida Statutes. An overall plot plan of Phases 1 through 3 is annexed to this Declaration as

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Exhibit "B" and the same reflects in detail Phase 1 and all anticipated phases. Upon the submission of additional phases, amendments will be made to this Declaration in accordance with the procedure hereinafter provided, at which time the final survey exhibits as to each phase submitted to condominium form of ownership will be provided in the same manner as Phase 1.

B. Unit Identification. For purposes of identification, all Units are given identifying numbers and letters (7A, 7B, etc.) and the same are set forth in the survey exhibits (Exhibit "B"). No Unit bears the same identifying number and letter as does any other Unit. The aforesaid numbers and letters as to the Unit are also the identifying numbers and letters as to the Parcel. Each Unit, 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 or encumbered in the same manner as any other parcel of real property, subject only to the provisions of the Condominium Documents and easements, restrictions and limitations of record.

C. The boundaries of each Unit shall be determined in the following manner:

1. **Upper and Lower Boundaries:** The upper and lower boundaries of each Unit shall be determined in the same manner and under the same laws which establish the upper and lower boundaries of a parcel of real property, title to which is held in fee simple.

2. **Perimetrical Boundaries:** The perimetrical boundaries of each Unit is as shown on Exhibit "C" wherein each Unit is identified and the perimetrical boundaries indicated by the intersecting straight lines surrounding the number and letter designating that Unit.

D. Ingress and Egress Easements. It is contemplated that when this Declaration of Condominium is recorded, all of the ingress and egress easements may not have been located on the survey exhibits. Accordingly, this Declaration may be amended by the Developer by the filing of amendments incorporating such additional surveys as may be required to adequately show the location of the ingress and egress easements for each Unit for driveway and other purposes. Said amendments, when signed and acknowledged by the Developer, shall constitute an amendment to this Declaration and there is no necessity for approval by the Association, Unit Owners, lienors, or mortgagees of Units, whether or not their approval is elsewhere required for amendment.

E. Encroachment Easement. If any portion of an improvement constructed on a Unit encroaches upon the common elements, whether the same exists now or is created by construction, a valid easement for such encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event an improvement constructed upon a Unit is partially or totally destroyed, and then rebuilt, inadvertent encroachments on parts of the common elements shall be permitted as aforesaid, and a valid easement for said encroachment and the maintenance thereof shall exist.

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F. Common Elements: Each Condominium Parcel includes the Unit Owner's undivided share in the common elements which are appurtenant to the Unit. The driveway area in front of each Unit as shown on Exhibit "B" is a limited common element for the use of that particular Unit Owner.

G. Unit Designation: The Units in Phase 1 as shown on Exhibit "B" are 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 15A, 15B, 16A, 16B, 17A and 17B.

VII

UNDIVIDED SHARES IN THE COMMON ELEMENTS
AND SHARE IN THE COMMON EXPENSES AND
COMMON SURPLUS APPURTENANT TO EACH UNIT

A. Each Unit shall have as an appurtenance thereto an undivided share in the common elements as set forth in the schedule contained in Exhibit "O" attached hereto and made a part hereof.

B. The common expenses shall be borne by the Unit Owners and the said Unit Owners shall share in the common surplus in the proportions set forth in the schedule contained in Exhibit "O" attached hereto and made a part hereof.

C. In the event of the termination of the Condominium, the Condominium property shall be owned in common by the Unit Owners in accordance with the percentages contained in Exhibit "O."

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VIII

AMENDMENT TO DECLARATION

The method of amending this Declaration is:

A. Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend this Declaration to correct any errors or omissions not affecting the rights of Unit Owners, Lienors, or Institutional Mortgagees, or to alter or modify the appurtenances to any unit, the common elements or the limited common elements and such amendment executed only by the Developer shall be effective without the execution, joinder or consent of any other Unit Owner or the Association or any Lienor or Mortgagee. No such amendment shall adversely effect the lien or priority of any previously recorded mortgage held by an Institutional Mortgagee as the same effects the Unit.

B. Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend this Declaration to correct any legal description contained herein which legal description or descriptions may have been incorrect by reason of a scrivener's error or a surveyor's error. The Developer may amend this Declaration by filing an amended legal description or descriptions as an amendment to the Declaration among the Public Records of Palm Beach County, Florida, which amendment or amendments shall expressly describe that legal description which is being corrected (by reference to the Exhibit containing said legal description or otherwise), in addition to the corrected legal description. There shall also be incorporated into said amendment a statement setting forth: (1) that the original or incorrect legal description, whether prepared by the scrivener or surveyor, was in error, (2) that the error is corrected by the description contained in the amendment and (3) that it was the intent at the time of the incorrect legal description to make that description such as is contained in the amendment.

C. Amendments to this Declaration and all other documents required to be prepared to form this Condominium by the Developer for the foregoing purposes shall not require the execution of such amendments or the consents thereto or any joinder therein by any Unit Owner or the joinder or consent of any Mortgagee or Lienor.

D. The Developer may amend this Declaration as aforescribed by filing an amendment to the Declaration in the Public Records of Palm Beach County, Florida. Such amendment need be executed and acknowledged only by the Developer with the formalities of the execution of a deed, and shall include reference to the recording information identifying this Declaration, and need not be approved by the Association, Unit Owner, Lienors or Mortgagees of Units of the Condominium.

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

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E. Except as to rights reserved by the Developer herein, no amendment may change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of the Unit shares the common expenses and owns the common surplus unless the record Owner of the Unit and all record owners of liens on it join in the execution of the amendment.

F. If it appears that through scrivener's error a Unit has not been designated as owning an appropriate undivided share of the common elements or does not bear an appropriate share of the common expenses or that all the common expenses or interest in the common surplus or all of the common elements in the Condominium have not been distributed in this Declaration, so that the sum total of the shares of common elements which have been distributed or the sum total of the shares of the common expenses or ownership of common surplus fails to equal one hundred (100%) percent, or if it appears that more than one hundred (100%) percent of common elements or common expenses or ownership of the common surplus have been distributed, the error may be corrected by filing an amendment to the Declaration approved by the Board of Directors or a majority of the Unit Owners. To be effective, the amendment must be executed by the Association and the Owners of the Units and the record owners of mortgages thereon affected by the modifications being made in the shares of common elements, common expenses, or common surplus. No other Unit Owner is required to join in or execute the amendment.

G. Except as elsewhere provided in this Declaration, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By Laws at which a quorum is present, such adoption to be by the affirmative vote of 3/4 of the total number of votes to which the Unit Owners present and voting shall be entitled. Such amendment shall be duly recorded in compliance with requirements of The Condominium Act. No amendment shall change any condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owners or owner thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments.

H. The provisions of Paragraph G above notwithstanding, no provisions of this Declaration or of the By Laws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the Unit Owners greater than that required in Paragraph G above, shall be amended or changed by any amendment to this Declaration or to the By Laws of the Condominium Association insofar as they pertain to said provision or provisions, unless in addition to all other requirements of Paragraph G above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By Laws, whichever shall be applicable, to effect such provision or provisions.

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I. No amendment shall adversely affect the lien or priority of any previously recorded mortgage held by an Institutional Mortgagee or otherwise impair or prejudice the rights and priorities of Institutional Mortgages without the prior written consent of the Institutional Mortgagee so affected, and any such Institutional Mortgagee shall execute and acknowledge its joinder and consent which shall be filed with the amendment in the Public Records of Palm Beach County, Florida.

J. No amendment shall change any Condominium Unit nor a Unit Owner's share in the common elements appurtenant to each Unit nor the percentage of sharing common expenses or owning common surplus, nor the voting rights appurtenant to any Unit, unless all of the record Owners of the Unit or Units so affected and all Institutional Mortgagees holding mortgages of record on the Unit or Units so affected or other voluntarily placed liens thereon shall join in the execution of the amendment.

K. If any provision of the Condominium Act of the State of Florida, or section, sentence, clause, phrase or word of said Act, or of this Declaration, the annexed Articles of Incorporation or By-Laws of the Association, or the application thereof in any circumstances, is held invalid, the validity of the remainder of said Act or instrument and/or of the application thereof in other circumstances shall not be affected thereby.

IX

USE RESTRICTIONS

A. The improvements to be constructed on the Units shall be used and occupied by the respective owners thereof as private single family residences for themselves, their families and social guests, and for no other purpose, except where specific exceptions are made in this Declaration.

B. In addition to other obligations and duties heretofore set out in this Declaration, every condominium parcel owner shall not use or permit the use of his Unit or the improvements constructed thereon for any purpose other than as a single family residence and shall maintain his Unit and the improvements constructed thereon in a clean and sanitary manner and shall be bound by and abide by the following prohibitions and affirmative requirements, which are imposed upon all Condominium Unit Owners:

EXTERIOR 1. No clothes lines or similar devices shall be allowed in any exposed portion of the Condominium property, including the common elements. No changes or alterations of any kind shall be made on the exterior portion of the improvements constructed on a Unit by a Unit Owner, including by way of illustration and not in limitation, installation of awnings, air conditioning units, television or radio antennae, wiring, paint or otherwise. Exterior glass and screening identical to that used, and in the color as provided by the Developer, shall be maintained at all times by all owners, except as is otherwise expressly approved by the Board

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of Directors in writing. No foil, whether aluminum, colored, plastic or otherwise, shall be placed in, against or adjacent to any windows, whether on curtains, on shutters, affixed to the windows, or otherwise, so as to be visible from the exterior of the building, unless the same be approved, in writing, by the Board of Directors. No fans or air conditioning equipment shall be installed so as to be visible from the outside of the building.

- BUSINESS 2. No improvements constructed on a Unit may be used for the conduct of any business or profession.
- PETS 3. No pets shall be allowed to be kept on the Condominium property except that a Unit Owner may keep the dog or cat he has when he becomes a Unit Owner (from the Developer), but that pet may not be replaced. All rights and prohibitions regarding pets is subject to the approval and control of the Association. See Rules and Regulations.
- USE 4. No Unit Owner shall permit or suffer anything to be done or kept in his Unit or the improvements constructed thereon which will increase the insurance rates on his Unit or the Common Elements or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall a Unit Owner commit or permit any nuisance, immoral or illegal act in his Unit or in the improvements constructed thereon or on the Common Elements.
- RULES 5. Every Unit Owner shall conform to and abide by the By-Laws or uniform rules and regulations in regard to the use of the Unit and the improvements constructed thereon and Common Elements which may be adopted in writing from time to time by the Board of Directors and to see that all persons using the Unit and the improvements constructed thereon do likewise.
- REPAIRS 6. Allow the Board of Directors and/or the agents and employees of the Association to enter any Unit and the improvements constructed thereon for the purpose of maintenance, inspection, repair, or replacement of improvements within or upon Units or the common elements, or in case of emergency threatening Units or the improvements constructed thereon or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and the By-Laws of the Association. The Board shall have a master key to every improvement constructed upon a Unit.
- SIGNS 7. No "sold" or "for sale" or "for rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements, Recreational Facilities or Units or improvements constructed thereon. The right is reserved to the Developer to place "sold" or

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"for sale" or "for rent" signs in connection with any unsold or sold or unoccupied Units it may from time to time own. The same right is reserved to any Institutional Mortgagee which may become the owner of a Unit and to the Association as to any Unit which it may own.

- CHANGES 8. No Unit Owner shall allow to be built or build additional walls, doors, windows or make or cause any structural alterations to and in the building constructed upon a Unit, including, but not limited to the construction, enclosing or screening of a terrace, balcony or sun deck of the improvements constructed upon any Unit, or removal of an addition or improvement or fixture from the building, or do any act that will impair the structural soundness of the building without first obtaining the prior written consent of the Developer or the Association.
- REPAIRS 9. No Unit Owner shall allow or make any repairs to any plumbing or electrical wiring or air conditioning and heating systems except that such repairs may be made by personnel authorized to do such work by the Board of Directors of the Association. Plumbing and electrical repairs within the improvements constructed upon a Unit shall be paid for and be the financial obligation of the Unit Owner, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the common elements. All repairs, maintenance and replacement of air conditioning and heating systems regardless of location shall be the responsibility of the Unit Owner involved in such repair or replacement and served by such system.
- PRIVILEGES 10. Provided, however, that until the Developer has completed and sold all the Units in all three phases, neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements in this Condominium and the project and the sale of the Units. The Developer (or its duly authorized agents, or assigns) may make such use of the unsold Units, the common areas and the Recreational Facilities as may facilitate such completion and sale, including but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials. The Developer may use the improvements constructed upon unsold Units as model units or as sales offices for display purposes to prospective condominium purchasers. The Developer shall have the right to use unassigned parking spaces and guest parking spaces for prospective purchasers and such other parties as the Developer determines.

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X

CONVEYANCES AND SALES

In order to assure a community of congenial and responsible Owners and thus protect the value of the Units, the sale, leasing and mortgaging of Units shall be subject to the following provisions (which shall be covenants running with the land) until the Declaration is terminated in accordance with the provisions herein elsewhere contained or until this section of the Declaration is amended in the manner herein provided:

A. No Unit Owner may dispose of his Unit or the improvements constructed thereon or any interest therein by sale or lease without the approval of the Board which approval of the Association shall be obtained in the manner hereinafter provided:

1. Any and every time a Unit Owner intends to make a sale or lease of his Unit, or the improvements constructed thereon, or any interest therein, he shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require on forms that are supplied by the Association, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the Unit Owner to the Association that the Unit Owner believes the proposal to be bona fide in all respects. The notice just described shall be mailed to or delivered by hand to the Secretary of the Association.
2. No sale, transfer, lease or conveyance of a Unit, or the improvements constructed thereon, shall be valid without the approval of the Condominium Association, except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee and made a part of the document of conveyance.
3. Failure of the Association to act in thirty (30) days shall be deemed to constitute approval in which event the Association must on demand prepare and deliver approval in recordable form.
4. The provisions of this Article X shall not apply to the Developer as to any Unit on which there has not been a first sale, but shall apply to all successive sales, leases, transfer, subleases or assignments after the first sale.
5. No Unit Owner shall sell or lease nor shall approval be given until and unless all Assessments past and due are paid or their payment provided for to the satisfaction of the Association and unless the proposed transferee or lessee can qualify as to the use restrictions.

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6. If a Unit Owner shall lease his Unit or the improvements constructed thereon, he shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by his lessee of any and all use restrictions.

7. There shall be deposited and delivered to the Association, simultaneously with the giving of notice of intention to sell or lease, or of transfer, gift, devise, or inheritance, a credit reporting fee not to exceed Fifty Dollars (\$50.00) or such fee as may be provided by the Florida Condominium Act, as amended from time to time.

8. The foregoing provisions of Article X shall not apply to a transfer by a Unit Owner to his or her spouse or (if a Unit is owned by a form of co-tenancy) to transfer from one co-tenant to the other co-tenant(s)).

9. Every purchaser or lessee who acquires any interest in a Condominium Unit shall acquire the same subject to the Condominium Documents and the provisions of the Condominium Act.

10. Any lease or rental of the improvements constructed upon a Unit must be for longer than 90 days. No transient rentals allowed.

B. An institutional first mortgagee (a bank, life insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida, or Federal or State Savings or Building and Loan Association, or mortgage banking company licensed in the State of Florida), holding a mortgage on a Unit, upon becoming the Owner of a Unit, through foreclosure, or whomsoever shall become the acquirer of title to a Unit at the foreclosure sale of such first mortgage, shall have the unqualified right to sell, lease, or otherwise transfer said Unit, including the fee ownership thereof, and/or to mortgage said Unit, without prior approval of the Association. Specifically, the provisions of this entire Article shall be inapplicable to such institutional first mortgagee.

C. 1. If a Unit Owner should die and the title to the Condominium Parcel shall pass to his/her surviving spouse or to any member of his/her family regularly in residence with him in the Condominium Parcel prior to his/her death, who is over the age of eighteen (18) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the Unit Owner, the provisions of this Article of this Declaration notwithstanding.

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2. If the title to the Condominium Parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph C. 1. above, then within ninety (90) days of such person or persons taking title, occupancy or possession of the Parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the Parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether his or their occupancy and ownership of the Parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the Parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such other person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent, in light of other recent sales in this Condominium of similar Units. Thereupon, the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser, which purchaser may be the Association.

3. Nothing in this Article X shall be deemed to reduce, forgive or abate any amounts due the Association from the Unit Owner at the time of his/her death, nor the assessments attributable to the unit becoming due after the Owner's death, all of which shall be fully due and payable.

4. Nothing herein shall prevent the sale and transfer of a Condominium Parcel by the owner thereof in the manner otherwise provided in this Declaration.

XI

MAINTENANCE, ALTERATION AND IMPROVEMENT

A. By the Unit Owner.

1. The Owner of each Unit must keep and maintain the improvement upon his Unit, its equipment and appurtenances,

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in good order, condition and repair, and must perform promptly all maintenance and repair work within the improvement upon his Unit which, if omitted, would adversely affect the Condominium, the other Unit Owners or the Association and its members. The owner of each Unit shall be responsible for any damages caused by a failure to so maintain such Unit. The Unit owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, the following: slab, floor, roof, patios, ceilings and walls (exterior and interior), air conditioning and heating equipment, including those portions of the equipment which might be located on the Common elements; all windows and sliding glass doors, including operating mechanisms, screening and glass; service equipment, such as dishwasher, refrigerator, stoves, ovens, hot water heaters, disposals and all other appliances; plumbing fixtures and connections, sinks, drains and all pipes, as well as electrical fixtures, outlets, wiring and panels all located within the improvements upon the Unit or on the Common elements, but servicing only the Unit; exterior doors, excluding the painting of the exterior which shall be a Common expense of the Association; and inside paint and other inside wall and ceiling finishes.

The owner of a Unit further agrees to pay for all utilities, such as telephones, electric, etc., that may be separately billed or charged to each Unit. The owner or owners of each Unit shall be responsible for insect and pest control within the improvements upon the same and within any Limited common elements appurtenant thereto. Wherever the maintenance, repair and replacement of any items, for which the owner of a Unit is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by Association, the proceeds of the insurance received by the Association, or the Insurance Trustee, hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The interior and the interior surfaces of any porch located upon the Unit must be maintained by the owner of such Unit and kept in a neat, clean and trim condition, provided, however, that if any portion of the interior of such porch is visible from outside the Unit, then the Unit owner shall first obtain the consent of the Association before altering the appearance thereof.

2. In order to preserve the architectural appearance of the Condominium as the same was originally designed and constructed, no Unit owner shall change, modify or alter the Common elements in any way or manner whatsoever. No Unit owner shall change, modify or alter the design and appearance of any of the exterior surfaces, facades and elevations of the improvements on his Unit, landscaping and planting, windows, screening, or exterior doors; nor shall any Unit owner change the design or color of any exterior lights or doors, nor install, erect or attach to any part of the exterior of the improvements on his Unit any sign of any kind whatsoever. A Unit owner shall not install, erect or attach to any part of the exterior or roof of the improvements on his Unit or any part of the Common elements any type of radio or television aerial, whether for sending or receiving; nor shall any owner erect or construct any original construction. However, upon request, the Board of Directors of the Association may find that any of the above changes or any other alterations are not detrimental to the interests of the Association and its members, and it may authorize a Unit owner to make such change, modification or alteration, provided that: (a) the alteration does not adversely affect the Association, any

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member thereof, or the Developer; (b) a copy of plans for any such alteration is prepared by a licensed architect and a copy of the construction contract is filed with the Association and approved by its Board of Directors prior to commencement of the work; (c) the full cost of the same is first placed in escrow with the Association; (d) the contract provides for a performance and payment bond in the full amount thereof.

B. By the Association.

1. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common elements. Should any incidental damage be caused to any Unit by virtue of the Association's failure to maintain the Common elements as herein required or by virtue of any work which may be done or caused to be done by Association in the maintenance, repair or replacement of any Common elements the Association shall, at its expense, repair such incidental damage.

2. The exterior of all improvements located on the Units shall be maintained on a periodic basis by the Association, and there is hereby reserved in favor of the Board of Directors of the Association or any designees thereof the right to enter upon all of the Units and improvements located thereon for the purpose of conducting a periodic program of exterior maintenance, which maintenance shall include, but shall not be limited to, repainting of exterior walls, shutters, trim, eaves, roofs, or any portion of the foregoing. The Association shall determine the time when such maintenance shall be effective, together with the extent thereof. The Association shall not be responsible for maintenance beyond the exterior, unpainted surfaces of the improvements located on the Units, all such maintenance and any repairs being the responsibility of the Unit owner.

3. The Association, by action of its Board of Directors, may make minor and insubstantial alterations and improvements to the Common elements, having a cost not in excess of Five Thousand (\$5,000.00) Dollars. All other alterations and improvements must first be approved by the owners of 75% of the Units and by the mortgagee holding the greatest number of mortgages on the mortgaged Units. No alteration or improvement may be made to the Common elements which adversely affects the rights of the owner of any Unit to the enjoyment of his Unit or the Common elements unless the owner and all mortgagees holding recorded mortgages on such Unit consent thereto in writing. If any alterations or improvements to the recreational facilities are made other than of a minor or insubstantial nature, then, in addition to the aforesaid consent, the consent of the Developer, or its successor in title to the land described in Exhibit A attached hereto shall be obtained unless the subsequent phase or phases, as provided for in Article XX have been added to and made a part of this Condominium.

4. All expenses incurred by the Association in performing the services and maintenance described in this paragraph B are Common expenses, payable by each Unit owner under the provisions of this Declaration concerning assessments. Should the maintenance, repair or replacement provided for in this paragraph B be caused by the negligence or misuse by a Unit owner, his family, guests, servants or invitees, he shall be responsible therefor, and the Association shall have the right to levy a Special Assessment against the owner of such Unit, and said Assessment shall

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constitute a lien upon the applicable Condominium Unit with the same force and effect as liens for common expenses.

ARTICLE XII
INSURANCE

The insurance, other than title insurance, that shall be carried upon the Condominium property and the property of the Unit owners shall be governed by the provisions set forth as follows:

A. Authority to Purchase; Named Insured. All insurance policies upon the Condominium property (other than betterments and improvements made by Unit owners) shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit owners and their respective mortgagees. Provision shall be made in casualty insurance policies for the issuance of mortgagee endorsements and memoranda of insurance to the Unit owners and their respective mortgagees. All casualty insurance policies shall provide that payments by the insurer for losses shall be made to an Insurance Trustee and all policies and their endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain coverage at their own expense upon their personal property, upon improvements and betterments to their Units, and for their personal liability and living expense.

B. Coverage.

1. Casualty and Flood. All buildings and improvements upon the Condominium property, including the portion thereof included within the improvements upon Units other than Unit owner improvements and betterments, and the improvements included upon the common recreational facility parcels shall be insured against casualty, other than flood, in an amount equal to the maximum insurable replacement value thereof, including the value of excavations and foundations, and all personal property owned by the Association located upon the Common elements and upon the common recreational facilities shall be insured against casualty for the fair market value thereof, all as determined annually by the Board of Directors of the Association. Casualty coverage shall afford protection against:

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

(b) such other risks as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use as the buildings and improvements to be insured, including, but not limited to, vandalism and malicious mischief.

In addition to the aforesaid casualty insurance, the Association shall purchase flood insurance on said improvements in the maximum amount obtainable if the Condominium property is located in an area designated by the Department of Housing and Urban Development as being in a flood zone or flood hazards area. The said casualty insurance and flood insurance, if any, shall meet the following requirements:

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(a) Separate policies may be issued with respect to the Condominium property, on the one hand, and the common recreational facilities, on the other hand; all such policies shall be written with a company licensed to do business in the State of Florida and holding a rating of "AAA" or better by Best's Insurance Reports;

(b) All insurance policies shall provide that the amount which the Association, individually, and as agent for the Unit owners and their mortgagees, may realize under any insurance policy in force at any particular time shall not be decreased because of the existence of a policy purchased by any Unit owner at his own expense to provide coverage for improvements and betterments, personal property or living expenses; each Unit owner who purchases insurance coverage on the improvements and betterments to his Unit shall furnish a memorandum copy of the policy to the Board of Directors within thirty (30) days after purchase of such insurance.

(c) Each policy must be written in the name of the Association and payable to the Insurance Trustee for the benefit of said Association, the Unit owners and their mortgagees, as their interest may appear;

(d) Each policy must include a schedule of the Units, the names of the Unit owners, and their mortgagees, if any, provided, however, that it shall be the duty of each Unit owner and mortgagee to advise the Association of his or its interest in such Unit in order that such Unit owner or mortgagee may derive the protection intended to be afforded by this requirement; and

(e) Each policy must provide that the insurer will not cancel, reduce or substitute coverage without first giving the Association and all mortgagees named in mortgagee endorsements, thirty (30) days prior written notice thereof.

2. Public Liability, including, but not limited to owned automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner, in the minimum amount of \$500,000.00 for injury to any one person and \$1,000,000.00 for injuries to persons in one accident and \$50,000.00 for damage to property.

3. Workmen's Compensation policy to meet the requirements of law.

4. Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

C. Premiums

1. The premium cost for casualty, liability, and flood insurance, if necessary, on the buildings and improvements on the Condominium property, shall be equally allocated to all Units in the Condominium as a Common expense.

2. The premiums on all other insurance carried by the Association, including casualty and flood insurance, if necessary, on the common recreational facilities, shall be deemed to be expenses of the Association which shall be subject to apportionment and allocation as herein provided.

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D. Insurance Trustee; Shares of Proceeds. All casualty and flood insurance policies by the Association shall be for the benefit of the Association, the Unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds, covering property losses, shall be paid to the Insurance Trustee which shall then be serving under the Insurance Trust. The fees and expenses of the Insurance Trustee shall be paid by the Association. The Insurance Trustee shall not be liable for the purchase or renewal of any casualty or flood insurance policies or for the payment of premiums thereon or for the sufficiency of such policies or for any failure to collect any insurance proceeds properly payable thereunder. The duty of the Insurance Trustee shall be to receive such insurance proceeds and damage assessments as are paid to it, and to hold and pay over the same, as provided in the said Insurance Trust Agreement.

The first Insurance Trustee shall be FIRST NATIONAL BANK OF HOLLYWOOD, N.A. Should said Trustee fail to accept such position or thereafter resign, its successor Insurance Trustee shall be any bank or trust company authorized to do business in Florida. Such appointment shall be made by the Board of Directors of the Association and shall be approved by the institutional mortgagee holding the most first mortgages on the individual Units.

E. Association as Agent. The Association is irrevocably appointed agent for each Unit owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property or the common recreational facilities to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of any claim.

F. Owner's Insurance. Each individual Unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within the improvements constructed upon his own Unit and for purchasing insurance upon his own personal property.

G. Mortgagee's Rights. No mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

ARTICLE XVIII
RECONSTRUCTION OR REPAIR AFTER CASUALTY

If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

A. If the damaged improvement is a Common element, then the damaged property shall be reconstructed or repaired by the Association unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

B. If the only damage to the Condominium property consists of damage to improvements and betterments located on a single Unit which were made by the Unit owner thereof, other than the Developer, then such damage shall be reconstructed or repaired by the owner at the owner's expense.

C. If the damage is to the improvements located on numerous Units, then the following shall apply:

1. If the damaged improvements consist of one or more duplexes, and if the Units to which fifty percent (50%) of the Common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired by the Association, unless, within sixty

days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated; it being understood that the fifty percent (50%) figure applies to all of the Units in the Condominium, notwithstanding the fact that there are multiple duplexes.

2. If the damaged improvements consist of one or more duplexes, and if the Units to which more than fifty percent (50%) of the Common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will be reconstructed or repaired, unless within sixty days after the casualty the record owners of seventy-five (75%) percent of the Common elements and the mortgagee holding the greatest number of the recorded mortgages on all Units consent in writing to terminate the Condominium; it being understood that the fifty percent (50%) figure applies to all of the Units in the Condominium, notwithstanding the fact that there are multiple duplexes.

D. The Association shall issue a certificate, signed by its president and secretary, to the Insurance Trustee stating whether or not the damaged property is to be reconstructed or repaired.

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements. If such original plans and specifications are not available, then plans and specifications shall be prepared to permit the reconstructed improvements to be as similar to the improvements prior to such damage or destruction as possible; provided, however, that alterations may be made as hereinafter provided.

E. Immediately after a determination is made to reconstruct or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain bids for, or negotiate, a fixed price contract or contracts for the necessary reconstruction or repairs.

F. If the proceeds of insurance are not sufficient to defray the full cost of reconstruction and repair by the Association, then prior to executing contracts for the reconstruction and repair, the following assessments shall be made:

1. If the damage is to the Common elements, assessments shall be made against all Unit owners on account of damage to the buildings and improvements on the Common elements in an aggregate amount, which, when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of the same; such aggregate amount shall be apportioned among the owners of Units in proportion to each Unit owner's appurtenant undivided share in the Common elements.

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2. If the damage is to the duplexes and improvements on the Units, other than damage to improvements and betterments of a single Unit which were made by the Unit owner thereof, other than a developer, assessments shall be made against all affected Unit owners on account of damage to the duplexes and improvements on the Units in an aggregate amount, which when added to the insurance proceeds available for such purpose will be sufficient to pay the full cost of the reconstruction and repair of the same; such aggregate amount shall be apportioned among the owners of affected Units.

All amounts so assessed against the Unit owners shall be collected by the Association and deposited with the Insurance Trustee, unless the Association shall have advanced from reserves on hand, against collection of such assessments, and deposited with the Insurance Trustee the required amounts, prior to the execution of any contract for such reconstruction and repair. All such contracts shall be fixed price contracts and the contractor shall be required to furnish to the Association a performance and payment bond in the full amount of the contract unless such requirement is waived in writing by the mortgagee holding the greatest number of recorded mortgages on the Units in the Condominium. Notwithstanding the foregoing, the Association shall not be prohibited from entering into contracts for repairs having an aggregate cost of less than \$5,000.00, nor from entering into contracts providing for work which is essential to preserve the property from further deterioration or damage pending collection of assessments.

G. The funds held by the Insurance Trustee for payment of the costs of reconstruction and repair after casualty, shall be disbursed in accordance with the following:

1. The proceeds received by the Insurance Trustee shall be utilized and disbursed only for reconstructing and repairing the specific property with respect to which such proceeds or funds were collected and a separate accounting with respect to receipts and disbursements shall be maintained.

2. If there is a surplus of insurance proceeds after payment of all costs of said reconstruction and repair, such surplus shall be distributed to the Association for allocation as provided in Article V of the Declaration.

3. If the total cost of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the Insurance Trustee shall pay such cost to the Association, and the Association shall hold such sum and disburse the same in payment of the costs of reconstruction and repair.

4. If the total cost of reconstruction and repair that is the responsibility of the Association is \$5,000.00 or more, but less than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon the order of the Association.

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5. If the costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon order of the Association with the approval of an architect, qualified to practice in Florida, who has been employed by the Association to supervise the work.
6. The Association shall keep records of all construction costs and the amount thereof for each reconstruction and repair.
7. Notwithstanding the provisions of this instrument, the Insurance Trustee shall neither be required to determine whether a disbursement is to be made from a particular construction fund, nor to determine the payee or the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating the name of the payee or payees, the amount to be paid and the particular construction fund or funds against which such payment is to be charged, provided that when the Association has certified that a disbursement is required hereunder to be made upon an order of the Association approved by an architect, no payment shall be made with respect to such order of the Association without such architect's approval.

XIV

MORTGAGES AND MORTGAGEES

- A. An owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall, among other things, contain the names of all the Owners of the Condominium Parcels and the names of the mortgagees holding mortgages on Condominium Parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel he shall not be permitted to modify, alter or change the physical aspect of the Condominium Parcel without the written permission of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of the condominium parcel encumbered by the mortgage owned by that mortgagee.
- B. If the holder of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage or as the result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association pertaining to the condominium parcel so acquired or chargeable to the former unit owner of the acquired parcel which became due prior to the acquisition of the title as a result of the foreclosure or deed in lieu of foreclosure unless the share is secured by a claim of lien for assessments recorded prior to the

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recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. That unpaid share of the common expenses or assessments shall be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.

C. The term "Institutional Mortgagee" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida or an agency of the United States Government, such as Federal National Mortgage Association, Federal Housing Authority or the Veterans' Administration. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee.

D. So long as any institutional mortgagee or institutional mortgagees shall hold any mortgage upon any condominium parcel or condominium parcels, or shall be the owner of any condominium parcel or condominium parcels, such institutional mortgagee or institutional mortgagees shall have the following rights, to-wit:

1. If requested of the Condominium Association in writing, to be furnished with at least one copy of the annual financial statement and report of the Association, prepared by a public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.
2. To be given notice by the Association 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 and By Laws of the Association, which notice shall state the nature of the amendment being proposed.
3. Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, then

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said institutional mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the monies so advanced, plus interest thereon at the highest legal rate, said mortgage shall be subrogated to the assessment and lien rights of the Association as against individual unit owners for the payment of such items of common expense.

ARTICLE XV
EASEMENTS

A. The Common elements shall be, and the same are hereby declared to be, subject to a perpetual, non-exclusive, easement, which easement is hereby created in favor of all the Unit owners in this Condominium and in favor of all the Unit owners in subsequent phases of this Condominium for their use and for the use of their immediate families, guests, invitees or licensees for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish rules and regulations governing the use and enjoyment of the just-described easements.

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

C. If there shall be located within the boundaries of any Unit, any conduits, plumbing, wiring or other facilities for the furnishing of utility services to other Units, or to the Common elements, an easement in favor of the Association and the other Unit owners shall exist therefor, and an easement of access to and through such Unit for the repair and maintenance of the foregoing shall exist in favor of the Association. Said access to the Unit shall only be during reasonable hours, except that access may be had at any time in case of emergency.

D. The Developer, prior to or at the time of conveyance of each Unit, shall have the right to place driveways on the Common elements from the Unit to the existing roadway, for ingress and egress purposes. Each driveway will serve two (2) Units and the rights of each Unit owner, his successors and assigns, in connection with said driveway as an ingress and egress easement shall be personal and exclusive. Each Unit owner agrees to park any vehicles on that portion of the driveway located in front of his Unit, and further agrees not to park any vehicles upon or in any manner obstruct the adjacent Unit owner's portion of the driveway.

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E. Easements are reserved by the Developer and the Association through the Condominium property as may be required for ingress and egress, construction purposes, drainage, and for furnishing municipal and utility services in order to serve this Condominium and any subsequent phase or phases adequately. As used herein, the term "Utility Services" shall include, but not be limited to, water, sewer, telephone, power, electric, natural gas, cable television, irrigation, and other utility services. Developer and/or the Association, for itself and its assigns, reserve the right to impose upon the Common elements henceforth, and from time to time, such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary and proper for, the development of the lands of the Condominium, as more particularly described, in Exhibits A through C.

F. If a subsequent phase or phases of this Condominium is developed as provided for in Article IV, the owners and lessees of Units in said phase or phases and the members of their families and servants residing thereon and the guests and invitees of the foregoing shall be entitled to enjoy the easements described herein and enjoy similar rights with respect to the Common elements, other than Limited common elements added to this Condominium.

ARTICLE XVI
DEVELOPER'S RIGHTS AND PRIVILEGES RESERVED

The Developer is developing a three phase project in this Condominium. A sales program will follow the completion of these phases to continue until the Units are sold. A sales program is now in progress as to the first Phase which will continue until all three phases are sold out. The Developer must and does hereby retain all rights to construct and sell this Condominium project without infringement thereon, restriction thereof, or interference therewith. When the Developer has completed all Condominium Units and the improvements constructed thereon, it will hold them for sale in the normal course of business. Until there has been a first sale of a Condominium Unit, the rules, regulations pertaining to and the obligations of a Unit Owner shall not apply or pertain to the Developer or to a lessee of the Developer, except as herein stated. The Developer reserves unto itself the total and absolute right to complete the Condominium project and to dispose of the Condominium Units constructed and towards such end, in explanation, but not in limitation of Developer's rights and in addition to Developer's rights elsewhere reserved in this document and as may be granted by law, the following specific reservations are set forth:

1. Right to Use Units as Models or Offices. The Developer may maintain offices and models in any of the Condominium residential or recreation buildings which Developer may elect until the last Condominium Unit in the project is sold and closed. In conjunction therewith, Developer may erect advertising, informational and directional signs in and about the Condominium common areas and common elements for the purpose of helping to effect sales.

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2. Rights of Ingress and Egress. The Developer reserves for itself, its employees, its guests, its invitees and licensees, its contractors, subcontractors, and all persons involved in furnishing work, labor, services, or material to the Condominium Project, all potential purchasers, and all other persons Developer may from time to time name, designate or appoint, the absolute and irrevocable right of ingress and egress to all parts of the Condominium Project and all parts of the common areas and common elements and use of the parking area for so long as the Developer has one Condominium Unit in the Condominium development which is held for sale in the normal course of business, and is unsold and not closed.

3. Right to Continue Construction. The Developer has the absolute and unrestricted right to complete the Condominium Project and the improvements to be constructed on each Unit, including every part thereof and all rights of all Unit Owners shall be construed in light of this development priority. This is an absolute right notwithstanding the fact that construction may create traffic, disrupt traffic, disrupt water, power, telephone, gas or other utilities, may create dust, dirt, noise or other irritations. Condominium Unit Owners covenant and agree not to interfere with construction, to honor barricades, detours, "off limit" signs and other directions made from time to time by the Developer or others under his direction and agree not to interfere with customers, clients or potential purchasers of Condominium units in any way whatsoever. Developer states that work will not begin before 7:30 A.M. nor continue beyond 6:00 P.M. Monday through Friday, with minimal work on Saturday and Sunday, except under extraordinary circumstances.

4. Execution of Documents Required by Governmental Authorities. The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by the applicable governmental authorities having jurisdiction over the condominium complex and matters relating thereto. To the extent that said documents require the joinder of any or all property owners in this Condominium each of said owners, by virtue of his acceptance of a Warranty Deed to his condominium unit, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

5. Right to Lease, Sell, Mortgage, Trade or Otherwise Encumber or Dispose of Condominium Units. The provisions of the several articles and paragraphs of this Declaration of Condominium, the By-Laws and the Charter of the Association relating to the leasing, selling, mortgaging, trading or other encumbering or disposing of condominium units do not apply to and shall not be enforced against the Developer until the last unit owned by the Developer is sold and closed. Notwithstanding the nonapplicability of said provisions to the Developer, any person taking possession of any condominium unit from the Developer shall abide by all use restrictions and rules and regulations as are applicable to all other unit owners of this Condominium.

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6. Action by Condominium Association. So long as Developer holds any Units for sale in the ordinary course of business none of the following actions may be taken by the Condominium Association, either through its Board of Directors or its membership, without Developer's approval in writing:

- (a) Assessment of the Developer as a Unit Owner for capital improvements.
- (b) Any action that would be detrimental to the sale of Units by Developer.
- (c) An increase in assessments discriminatory to Developer.
- (d) Amendment of the Declaration of Condominium, the By-Laws, the Rules and Regulations, or the Charter of the Association or the Recreation Association.

7. Developer's Right to Amend the Declaration of Condominium. Developer may unilaterally amend this Declaration as elsewhere provided herein and Developer shall have the absolute right for a period of twelve (12) months following the obtaining of a final certificate of occupancy for the last of the improvements to be constructed upon the Units and all auxiliary buildings to unilaterally amend this Declaration of Condominium by supplementing any and all exhibits relating to surveys, plot plans and the Graphic Description of Improvements as appear herein in order to cause the Declaration of Condominium to reflect the "as-built" character of the Condominium Development.

8. No Charges for Developer's Rights and Privileges. Under absolutely no circumstance shall any Unit Owner or the Condominium Association by any means or in any manner, directly or indirectly, levy or attempt to levy or impose any charge, fee, burden, rent or cost of any kind on Developer by reason of any rights or privileges herein by this Article or in this Declaration reserved to Developer.

ARTICLE XVII
SURVEY, PLOT PLAN AND GRAPHIC
DESCRIPTION OF IMPROVEMENTS

A. The following exhibits are attached to this Declaration and form a part hereof:

- Exhibit C Survey
- Exhibit B Plot Plan
- Exhibit G Graphic Description of the
 Improvements

B. These exhibits, together with the Declaration, are in sufficient detail to identify the common elements and each Unit and their relative location and approximate dimensions. Attached to the Declaration as Exhibit "H" is a certificate of surveyor authorized to practice in the State of Florida that the construction of the Condominium Units is substantially

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complete so that the material, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the Units, and that the identification, location and dimensions of the common elements and of each Unit can be determined from the materials.

ARTICLE XVIII
CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is CHANTECLAIR VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-profit. The Association shall have all the powers, rights and duties set forth in this Declaration, the Articles of Incorporation of the Association, the By-Laws and the rules and regulations enacted pursuant to such By-Laws. The Association is sometimes herein referred to as the Condominium Association, the Association or the Corporation. A copy of the Articles of Incorporation of the Association are appended hereto as Exhibit "J." Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as amended from time to time. Article XVI of this Declaration regarding amendments to this Declaration shall not pertain to amendments to the Articles of Incorporation. Any amendments of the Articles of Incorporation shall be recorded in the Public Records of Palm Beach County, Florida. No amendment to the Articles shall, however, change any Condominium Parcel or the share of common elements, common expenses or common surplus attributable to a Parcel nor the voting rights appurtenant to a Parcel unless the record owner or owners thereof and all record owners of liens upon such Parcel or Parcels shall join in the execution of such amendment. The Association is authorized to enter into a Management Agreement for the operation and maintenance of the Condominium.

ARTICLE XIX
BY-LAWS OF CONDOMINIUM ASSOCIATION

The operation of the Condominium Association shall be governed by the By-Laws of the Condominium Association which are annexed to this Declaration as Exhibit "K" and made a part hereof. Said By-Laws may be amended in the same manner and with the same vote required as for amendments to this Declaration.

ARTICLE XX
MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION
AND VOTING RIGHTS OF UNIT OWNERS

A. Every Owner of a Condominium Unit whether he has acquired title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association and does hereby agree to be bound by this Declaration, the By-Laws of the Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of The Condominium Act and of the lawful amendments thereto. Membership

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is automatic upon acquisition of ownership of a Condominium Unit and may not be transferred apart and separate from a transfer of the ownership of the Unit. Membership shall likewise automatically terminate upon sale or transfer of the Unit, whether voluntary or involuntary.

B. The Owner of every Condominium Unit shall accept ownership of said Unit subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting the Condominium Property.

C. Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each Unit Owner is entitled to one (1) vote in the Condominium Association for each Unit owned by him. Voting rights and qualifications of voters and membership in the Corporation are more fully stated, qualified and determined by the provisions of the Charter of the Association and by its By-Laws, which By-Laws are attached hereto and made a part hereof as Exhibit "K." Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or in the By-Laws (such as "2/3 of the Unit Owners" or "a majority of the members") unless the particular provisions describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of votes of the Unit Owners present and voting or, if the provision involved so requires, of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of votes of Unit Owners present and voting and entitled to vote on any matter shall be controlling, providing a quorum is present.

ARTICLE XXI
RECREATION ASSOCIATION

The entity responsible for the operation of the Recreational Facilities to be used by the Unit Owners at Chanteclair Villas Condominium is Chanteclair Villas Recreational Association, Inc., a Florida corporation not-for-profit (hereinafter referred to as "Recreation Association"). The Recreation Association shall have all the powers, rights, duties set forth in this Declaration, the Articles of Incorporation of the Recreation Association, the By-Laws of the Recreation Association and the rules and regulations enacted pursuant to such By-Laws. A copy of the Articles of Incorporation of the Recreation Association are appended hereto as Exhibit "L." Amendments to the Articles of Incorporation of the Recreation Association shall be valid when adopted in accordance with their provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as amended from time to time. Article VIII of this Declaration regarding amendments to this Declaration shall not pertain to amendments to the Articles of Incorporation of the Recreation Association. Any amendments to the Articles of Incorporation of the Recreation Association shall be recorded in the public records of Palm Beach County, Florida. No amendment to the Articles of Incorporation of the Recreation Association shall, however, change any Condominium Parcel or the share of common elements, common expenses or common surplus attributable to a Parcel

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nor the voting rights appurtenant to a Parcel unless the record owner or owners thereof and all record owners of liens upon such Parcel or Parcels shall join in the execution of such amendment. The Recreation Association is authorized to enter into a Management Agreement for the operation and maintenance of the Recreational Facilities.

ARTICLE XXII
BY-LAWS OF THE RECREATION ASSOCIATION

The operation of the Recreation Association shall be governed by the By-Laws of the Recreation Association which are annexed to this Declaration as Exhibit "M" and made a part hereof. Said By-Laws may be amended in the same manner and with the same vote required as for amendment to this Declaration.

ARTICLE XXIII
MEMBERSHIP IN THE RECREATION ASSOCIATION AND
VOTING RIGHTS OF MEMBERS

A. Every Owner of a Unit in Chanteclair Villas Condominium, whether he has acquired title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Recreation Association and does hereby agree to be bound by this Declaration, the By-Laws of the Recreation Association, the Articles of Incorporation of the Recreation Association and the rules and regulations enacted pursuant to the By-Laws and the provisions and requirements of the Condominium Act and of the lawful amendments thereto. Membership is automatic upon acquisition of ownership of a Unit and may not be transferred apart and separate from the transfer of ownership of the Unit. Membership shall likewise automatically terminate upon sale or transfer of the Unit, whether voluntary or involuntary.

B. Subject to the provisions and restrictions set forth in the By-Laws of the Recreation Association, each member is entitled to one vote in the Recreation Association affairs for each Unit owned by him. Voting rights and qualifications of voters and membership in the Recreation Association are more fully stated, qualified and determined by the provisions of the Articles of Incorporation of the Recreation Association and by its By-Laws, which By-Laws are attached hereto and made a part hereof as Exhibit "M." Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or in the By-Laws of the Recreation Association or in the Articles of Incorporation of the Recreation Association (such as "2/3 of the Unit Owners" or "a majority of the members") unless the particular provisions describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of votes of the members present and voting or, if the provision involved so requires, of the total number of votes entitled to be cast on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of votes of members present and voting and entitled to vote on any matter shall be controlling, providing a quorum is present.

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ARTICLE XXIV
ASSESSMENTS

A. Duty to Pay. It is the express duty of each Unit Owner to promptly pay his share of the common expenses when due. The payment of common expenses by a Unit Owner shall commence at the closing of the purchase of his Unit or at such later time as the Developer shall notify the Unit Owner.

B. Assessment Guarantee. Until January 1, 1981, Developer guarantees to each Unit Owner that the assessment to a Unit Owner for common expenses will not exceed \$59.00 per Unit per month, assessed and payable quarterly. Developer shall thereafter have the right to extend this assessment guarantee for successive periods of one (1) year (with a 9% increase each year), at the election of the Developer, up to a maximum of two (2) additional years.

C. Common Expenses and Recreation Expenses - Developer's Rights. After the commencement date of payment of common expense assessments, in the event there are unsold Units, the Developer retains the right to be the owner of said unsold Units; however, for such time as the Developer continues to be a Unit Owner, but not exceeding such period of time as the Developer shall have guaranteed that the assessment for common expenses of the Condominium imposed upon Unit Owners other than the Developer, shall not increase over a stated dollar amount, the Developer shall be required to contribute only such sums to the common expenses of the Condominium as are incurred and required during that period and which have not been produced by assessments at the guaranteed level receivable from other Unit Owners, as may be required for the Condominium Association to maintain the Condominium. Subject to any guarantee by Developer as aforesaid, the Developer shall not be required to contribute to the common expenses as to the Units owned by it in any amount exceeding the obligation for such Unit as specified and set forth in this Declaration and Exhibit "O" attached hereto. Commencing on the expiration of the period of guaranteed level of assessments as aforesaid, Developer shall contribute to the common expenses, as to the Units owned by it, in the same manner as all other Unit Owners. Notwithstanding the foregoing, in the event the Developer is the Owner of Condominium Units during the guaranteed period as aforescribed and if such Unit is leased and occupied by a third party, then the maintenance of said Unit shall be contributed and borne by the Developer as all other Unit Owners. These provisions shall apply to all expenses incurred by the Recreation Association in the discharge of its duties and powers. These expenses ("Recreation Expenses"), shall be assessed prorata against Units owned by members of the Recreation Association. These Recreation Expenses shall be collected by the various Condominium Associations whose members are also members of the Recreation Association. For purposes of assessment and collection, Recreation Expenses shall be considered the same as common expenses. The amount of the Recreation Expenses shall be determined by the Board of the Recreation Association by the same procedure as provided below for common expenses. The Recreation Expenses shall be part of the \$59.00 assessment guarantee set forth above.

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D. Budget.

1. The Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year (calendar year), and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves, such budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. As a common expense of the Association, there shall be included, if applicable, the cost of maintaining leasehold, memberships, and other possessory use, or fee interests in lands or facilities, including, but not limited to, country clubs, tennis and golf clubs, marinas, and other recreational and communal facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation or other use or benefit to the condominium owners, all as may be now or hereafter acquired, directly or indirectly, in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the Association. Upon adoption of such annual budget by the Board of Directors of the Association, copies of said budget shall be delivered to each owner of a condominium parcel, and the assessment for said year shall be established based upon such budget, although the delivery of a copy of said budget to each Owner shall not affect the liability of any owner for any such assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.
2. Not less than thirty (30) days prior to the meeting at which the annual budget will be considered by the Board of Directors, a copy of such annual budget proposed for adoption together with a written notice of the time and place for the meeting at which the adoption of such budget shall be considered, shall be mailed to each Unit Owner at his place of residence in the condominium. The meeting of the Board of Directors during which said annual budget shall be considered shall be open to the attendance of all Unit Owners. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115 percent of the assessments for the preceding year, the Board, upon written application of 10 percent of the unit owners to the Board, shall call a special meeting of the unit owners within

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thirty (30) days, upon not less than 10 days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. Unless the By Laws require a larger vote, the adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners.

3. The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the Condominium, may include therein a sum to be collected and maintained as a reserve fund for replacement of common elements, which reserve fund shall be for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of common elements, as well as the replacement of personal property which may constitute a portion of same held for the joint use and benefit of all of the owners of condominium parcels. The amount to be allocated to such reserve fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of common elements.
4. The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve, which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by condominium parcel owners, as a result of emergencies or for other reasons, placing financial stress upon the Association.

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5. All monies collected by the Association shall be treated as separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By Laws of said Association, and as monies for any assessment are paid to the Association by any condominium parcel owner, the same may be co-mingled with monies paid to said Association by other condominium parcel owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest therein, except as an appurtenance to his condominium parcel. When the owner of a condominium parcel shall cease to be a member of the Association by reason of his divestment of ownership of such condominium parcel, by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such condominium parcel owner, as all monies which any condominium parcel owner has paid to the Association shall be and constitute an asset of said corporation which may be used in the operation and management of the Condominium.

E. Collection of Assessments.

1. Lien. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of the Condominium Parcels, and that the payment of such common expense represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each condominium parcel, the Association is hereby granted a lien upon such condominium parcel and its appurtenant undivided interest in the common elements, which lien shall secure and does secure all monies due for all assessments now or hereafter levied against the owner of each condominium parcel, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said condominium parcel and its appurtenant undivided interest in the common elements.

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The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the unit owner if the unit owner remains in possession of the unit and if the lien is foreclosed, from the date on which the payment of any assessment or installment thereof became delinquent to the date of payment, and shall be entitled to the appointment of a receiver for said condominium parcel, without notice to the Unit Owner. The rental required to be paid shall be equal to the rental charged on comparable types of condominium units in Broward County, Florida. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of ten percent (10%) per annum on any such advances made for such purpose. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any condominium parcel, or who may be given or acquire a mortgage, lien, or other encumbrances thereon, is hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any condominium parcel expressly subject to such lien rights.

The lien granted unto the Association shall be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the condominium parcel encumbered thereby, the name of the record owner, the amount due, and the date when due, and the lien shall continue in force and effect until all sums secured by said lien have been fully paid, after which the same shall be satisfied by the Condominium Association and recorded of public record by the offending unit owner.

The Association may, at its option, seek a money judgment for the past due assessments without waiving its lien on the Unit. The Association shall be entitled to an award of reasonable attorneys' fees from the offending unit owner, if it must seek legal counsel to enforce its rights in connection with delinquent assessments.

2. Charges. Common expenses shall be assessed by the Association against each condominium parcel as provided in Article VII above. Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of ten (10%) percent per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of \$25.00 shall be due and payable.

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3. **Miscellaneous.** As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due, but not to any other mortgage. The association shall maintain a register of institutional first mortgages and shall give such mortgagees notice, in writing, of all notices given by the Association to the owner of such condominium parcel encumbered by such institutional first mortgage.

If the mortgagee of a first institutional mortgage of record, or the Developer, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquiror of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels in the condominium, including such acquirer, his successors and assigns. It is understood that such acquirer shall be liable for his share of common expenses or assessments attributable to his condominium unit from the date of acquiring said condominium unit.

Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

In the event that a condominium parcel is to be leased, sold, or mortgaged at the time when payment of any assessment against the owner of said condominium parcel and such condominium parcel's assessment due to the Association shall be in default, then the rent, proceeds of such purchase, or mortgage proceeds shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessments or installments thereof due to the Association before the payment of any rent, proceeds of purchase or mortgage proceeds to the owner of any condominium parcel who is responsible for payment of such delinquent assessment.

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The Association shall have the right to withhold consent to a sale, lease, or mortgage where there is a deficiency or delinquency existing as to an assessment or installment due in the absence of a properly executed assignment to the Association of such portion of the proceeds of such sale, lease, or mortgage equal to the amount of such deficiency or delinquency.

In any voluntary conveyance of a condominium parcel, the grantee shall be jointly and severally liable with grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

No owner of a condominium parcel may exempt himself from liability for any assessment levied against such owner and his condominium parcel by waiver of the use or enjoyment of any of the common elements, or by abandonment of the condominium parcel or in any other way.

ARTICLE XXV
MISCELLANEOUS PROVISIONS

A. Guarantee of Maintenance and Recreation Assessment. Developer guarantees that the maintenance assessment as to each Unit shall be as set forth in Article XXIV above. This guarantee is not intended to include and does not include capital improvements or other unusual expenditures not ordinarily anticipated in normal maintenance and management operations. The Developer agrees to pay any amount of expenses incurred during the aforesaid guaranteed period which are not produced by the assessments at the guaranteed level receivable from all other Unit Owners. Assessments shall be paid quarterly, in advance. At closing, the proportionally adjusted quarterly assessment for the annual quarter in which closing is held shall be paid by Buyer to Seller during the period of the guarantee and to the Association after the expiration of the guarantee. This guaranteed maximum assessment includes Recreation Expenses.

B. Restriction on Amendments. Provisions of Article of this Declaration to the contrary notwithstanding, no provision of this Declaration or of the By-Laws of the Condominium Association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers, authorities or special dispensations without the written approval of the Developer so long as the Developer or any successor or alternate Developer shall own any Units in this Condominium, and for a period of two (2) years after the sale and conveyance of the last Condominium Unit owned by the Developer and any successor or alternate Developer to any person other than a successor or alternate Developer.

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C. No Waiver of Rights. The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

D. Costs and Attorney's Fees. In any proceeding by the Association against a Unit Owner arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the Association shall be entitled to recover the costs of the proceeding and reasonable attorney's fees as may be awarded by the court. No attorney's fees may be recovered against the Association or the Developer in any such action.

In addition to the foregoing, if a Unit Owner fails to comply with the terms of this Declaration, the By-Laws, and/or the rules and regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the Association or its agent to employ an attorney in order to insure that the Unit Owner complies with his said obligation, then and in such event, the Unit Owner will be obligated to reimburse the Association for the costs of such attorney's fees, regardless of whether or not suit may be instituted.

E. Restraint upon Separation and Partition. Any transfer of a Condominium parcel must include all elements thereof as aforescribed and appurtenances thereto whether or not specifically described, including, but not limited to, the Condominium parcel Owner's share in the common elements, the Unit, and his Association membership. Recognizing that the proper use of a Condominium parcel by any Owner or Owners is dependent upon the use and enjoyment of the common elements in common with the Owners of all other Condominium units, and that it is in the interest of all Owners of Condominium parcels that the ownership of the common elements be retained in common by the Owners of Condominium parcels in the Condominium, it is declared that the percentage of the undivided interest in the common elements appurtenant to each Condominium parcel shall remain undivided and no Unit Owner shall bring any action for partition or division. No Condominium parcel Owner shall further subdivide a Condominium parcel.

F. Developer's Tenants. It is understood and agreed by all parties hereto and all Unit Owners that certain Units may be occupied by tenants of the Developer under lease agreements heretofore or hereafter consummated and agreed upon. Any such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements and to use and enjoy on a nonexclusive basis all common elements of the Condominium and the recreational facilities without any cost or expense except as may be provided under their lease agreement with the Developer. The Developer shall not be bound by the restrictions on leasing as set forth in this Declaration of Condominium.

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G. Severability. Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a Condominium parcel, whether by judgment, court order, or statute, shall not affect any of the other provisions, which shall remain in full force and effect.

In the event any court shall hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporator of the Association.

H. Disclaimer of Warranties. The Developer does not warrant to the Association or the Unit Owners the construction of, or any part of, the Condominium property common elements or Units, save and except any express written warranties delivered by the Developer in writing to Unit Owners; or such other implied or express warranties required by the Florida Condominium Act as may be effective as of the date of the filing of this Declaration or which are not subject to exemption thereunder; and any and all implied warranties for merchantability, fitness or purpose or otherwise are hereby specifically and expressly disclaimed to the extent so permitted under Florida law. No warranty or guarantee or representation is made with respect to the presentations of the interior partitions, dimensions, and configuration of each Unit as presented in the Condominium documentation except where the same is specifically and expressly warranted or guaranteed in writing and therefore, such interior design of Units, including the dimensions and configurations with respect to the partitions will be subject to alterations and adjustments by the Developer except where the same is specifically and expressly warranted and guaranteed in writing. Developer further disclaims any intent to have made any warranty or representation in connection with the Condominium documents except as specifically set forth herein, and no person shall rely upon any warranty or representation not so specifically and expressly made herein or by any other Condominium document. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended nor may one be relied upon except where same is specifically and expressly warranted or guaranteed in writing.

I. Notices. Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by certified mail, return receipt requested, at their place of residence in the Condominium, unless the Unit Owner has by written notice duly received for, specified a different address. Notices to the Developer shall be delivered by certified mail, return receipt requested, at the primary office of the Developer at 3601 North 33rd Terrace, Hollywood, Florida. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

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

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singular and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a Condominium in accordance with Chapter 718 of the Florida Statutes.

ARTICLE XXVI
PARTY WALLS

A. Each wall that is built as a part of the original construction of the improvements upon the Units and placed on the center parametrical boundary line between the Units shall constitute a Party Wall, and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. Either Unit owner, his successors or assigns, shall have the right at all times to cause to be made any repairs necessary to maintain the wall in a safe and useable condition. The cost of all necessary repairs on the wall shall be shared by the Unit owners in equal shares.

C. The Unit owner causing the repairs to be made shall have the right to enter, at reasonable times and upon reasonable notice, upon the property of the other Unit owner to the extent reasonably necessary in performance of the work, provided that he shall take due precaution not to damage the property of the other Unit owner.

D. Notwithstanding any other provision of this Article, the Unit owner who, by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

E. Neither Unit owner shall make or provide openings in the Party Wall of any nature whatsoever without the consent of the other Unit owner. In the event such consent is given, and such openings are made, the openings shall be subject to the right of the consenting Unit owner, his heirs or assigns, to close up such openings at any time that he may desire to use any portion of the wall and no easement shall be created by reason of such openings.

F. Any controversy that may arise between the Unit owners with respect to the necessity for, or cost of, repairs or with respect to any other rights or liabilities of the Unit owners under this Article shall be submitted to the decision of three arbitrators, one to be chosen by each of the Unit owners hereto, and the third by the two so chosen. The award of a majority of such arbitrators shall be final and conclusive on the Unit owners.

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

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ARTICLE XXVII
COMPLIANCE AND ENFORCEMENT

Each Unit owner shall be governed by and shall comply with the terms of this Declaration of Condominium, and the Articles of Incorporation, By-Laws, Regulations and Rules of the Association. Failure of a Unit owner so to comply shall entitle the Association and/or the other Unit owners to the relief set forth in the following sections of this Article in addition to the remedies provided by the Condominium Act.

A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or willful act or that of any member of his family, guest, employee, agent, lessee, invitee or pet, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an improvement constructed upon a unit or its appurtenances, or of the Common elements, by the Unit owner.

In any proceeding arising because of an alleged failure of a Unit owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation, By-Laws, Regulations or Rules of the Association, or in the event there is any dispute in connection with the terms and conditions of the foregoing documents resulting in the institution of litigation by the Association or any member thereof, the Developer, if successful in said proceeding, shall be entitled to recover the costs sustained therein and such reasonable attorneys' fees, including fees and costs on appeal, as may be awarded by the Court.

The failure of the Association, the Developer or any Unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, By-Laws, or the Regulations or the Rules of the Association, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XXVIII
TERMINATION

A. The Condominium may be terminated in the manner provided by the Condominium Act; it may also be terminated as hereafter set forth.

B. In the event of major damage to the Condominium property as defined in Article XVIII the Condominium may be terminated.

C. The Condominium may be terminated at any time by the written consent of the record owners of all Units and with the written consent of the mortgagee holding the greatest number of recorded mortgages on the Units.

OFF REC 3103 PG 1614

D. The Condominium may be terminated at any time with the written consent of (i) the record owners of Units having appurtenant thereto not less than a 75% undivided interest in the Common elements and (ii) the mortgagee holding the greatest number of recorded mortgages on the Units in the Condominium, provided, however, that within thirty (30) days following the obtaining of such consents, all consenting owners, or a lesser number of them, shall agree in writing to purchase all Units owned by non-consenting record owners upon the terms hereinafter set forth, and notice of such agreement is sent to the non-consenting record owners of each Unit that the option to purchase such Unit, set forth in paragraph 1 below, is being exercised. Such consents shall be irrevocable until the expiration of the said thirty-day period, and, if all such options are exercised, the consents shall be irrevocable. The option to purchase each Unit belonging to non-consenting owners shall be exercised and the purchase thereof shall be consummated as follows:

1. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to the record owners of each Unit to be purchased an Agreement to Purchase signed by the persons who will participate in the purchase of such particular Unit, together with a notice which shall state that all units owned by owners not approving the termination are to be purchased and which shall set forth all units to be purchased and the names of all persons participating in each such purchase. The Agreement shall effect a separate contract between the sellers and the purchasers of each particular Unit.

2. Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such Agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then-existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

5. Failure to Close. If any sale shall fail to close, the Association may procure another purchaser to purchase the Unit at the said sales price; the closing of the latter sale to take place within sixty (60) days following the closing date of the sale which failed to close.

At such time as all such purchases have been closed, the Condominium shall terminate.

E. The termination of the Condominium in any manner shall be evidenced by a certificate of the Association executed by its president and secretary certifying under oath as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

OFF REC 3103 PG 1615

F. In the event the Condominium shall be terminated, then upon termination:

1. The then-Unit owners shall own all of the Condominium property as tenants in common in undivided shares that shall be the same as the undivided shares in the Common elements appurtenant to the owners' Units immediately prior to the termination.
2. If the subsequent phase or phases shall not have been developed pursuant to Article IV, and if the right of the Developer and its successors in title to develop shall have terminated, then all assets of the Association shall be distributed to the Unit owners in the same manner as set forth in paragraph 1 of this Paragraph F.
3. If the subsequent phase or phases shall not have been developed pursuant to Article IV, and if the right of the Developer and its successors on title to develop said phase or phases shall not have terminated, then the Association shall, prior to the termination of this Condominium, assign or convey to the Developer, its successors or assigns, all rights or claims which the Association may have concerning any of the lands not developed, as described on Exhibits A, B, & C. This conveyance shall be without charge or expense to the Developer.

G. This Article concerning termination cannot be amended without the consent of all Unit owners and of all record owners of mortgages upon the Units; no amendment may be made to this Article which impairs the rights of the Developer and its said successors in title to develop the subsequent phase or phases as provided for in Article IV, or which impairs the rights of owners of Units in said subsequent phase or phases.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 23rd day of July, 1979, in Broward County, Florida.

Witnesses:

Attest:

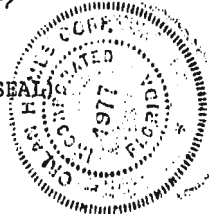
Morris Riskel
 Morris Riskel, Secretary

Paul J. Harrington
 Paul J. Harrington

ORLAN HOMES CORP.

By: Paul Orlan
 Paul Orlan, President

(CORPORATE SEAL)

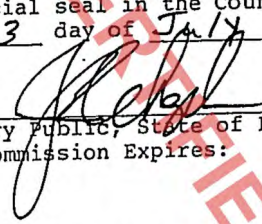


OFF REC 3103 PG 1616

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Paul Orlan and Morris Rickel, well known to me to be the President and Secretary respectively of the corporation named herein as Developer, and that they severally acknowledged executing the foregoing Declaration of Condominium in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 23 day of July, 1979


Notary Public, State of Florida
My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 25 1981
BONDED THRU GENERAL INS. UNDERWRITERS

OFF REC 3103 PG 1617

PHASE 1 LEGAL DESCRIPTION

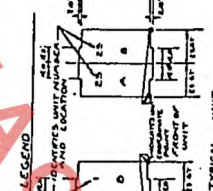
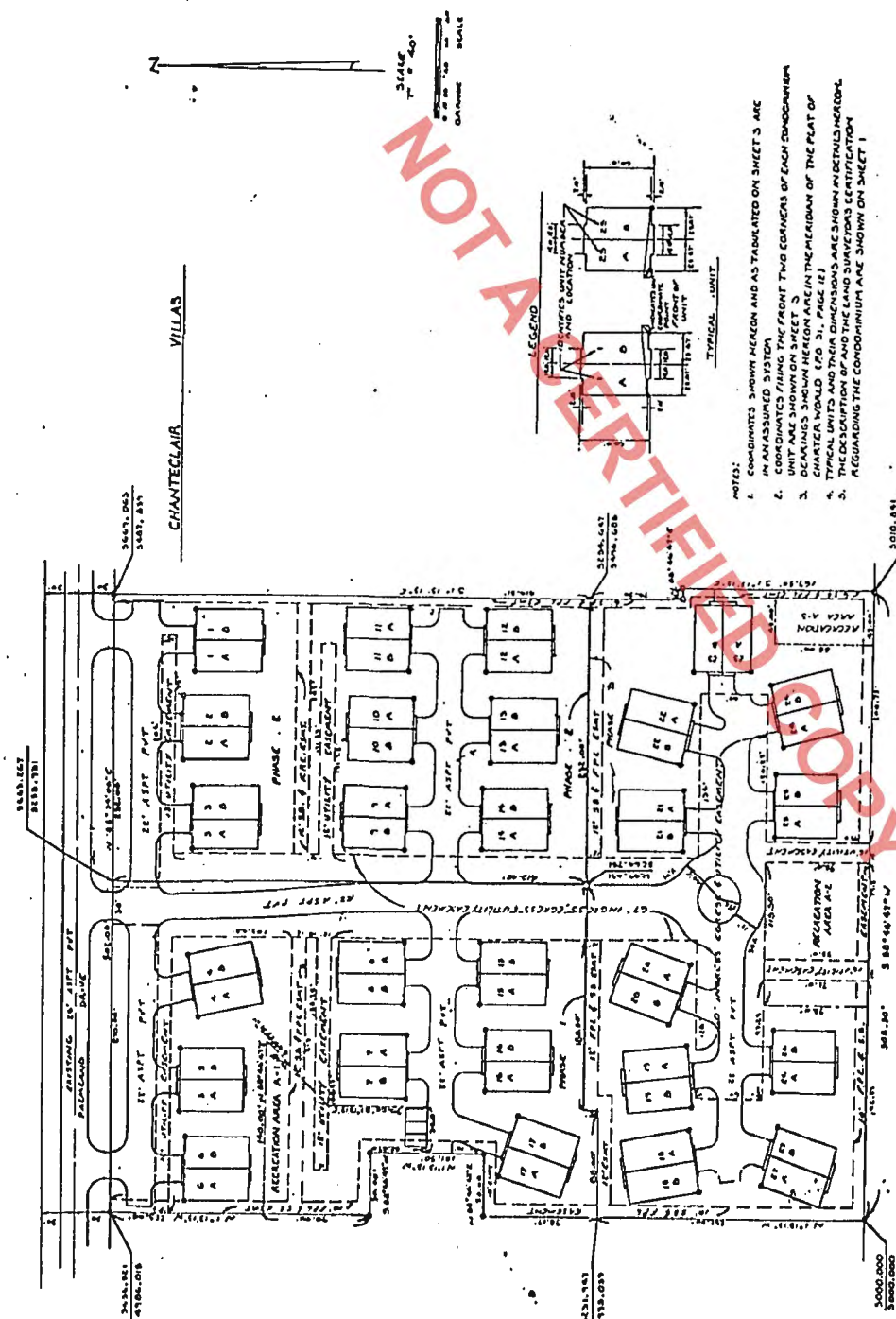
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

West 270.00 feet of Tract B, less the Southerly
244.00 feet thereof, also less the Westerly
50.00 feet of the North 101.50 feet of the
South 431.67 feet thereof, and also including
the North 12.00 feet of the South 244.00 feet
of the West 85.00 feet thereof, CHARTER WORLD,
a subdivision as recorded in Plat Book 31,
Page 21 of the Public Records of Palm Beach
County, Florida.

Exhibit "A" TO DECLARATION OF CONDOMINIUM
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

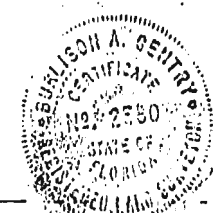
OFF REC 3103 PG 1619

PHASES 1, 2 and 3 PLOT PLAN CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE



- NOTES:
1. COORDINATES SHOWN HEREON AND AS TABULATED ON SHEETS ARE IN AN ASSUMED SYSTEM.
 2. COORDINATES USING THE FRONT TWO CORNERS OF EACH CONDOMINIUM UNIT ARE SHOWN ON SHEET 3.
 3. DIMENSIONS SHOWN HEREON ARE IN THE MERIDIAN OF THE FLAT OF THE MAP.
 4. THE DISTANCE OF THE PROPERTY LINE FROM THE PROPERTY LINE OF THE ADJACENT PROPERTY IS SHOWN IN DIMENSIONS ARE SHOWN IN DETAILS HEREON.
 5. THE DESCRIPTION OF THE CONDOMINIUM ARE SHOWN ON SHEET 1.

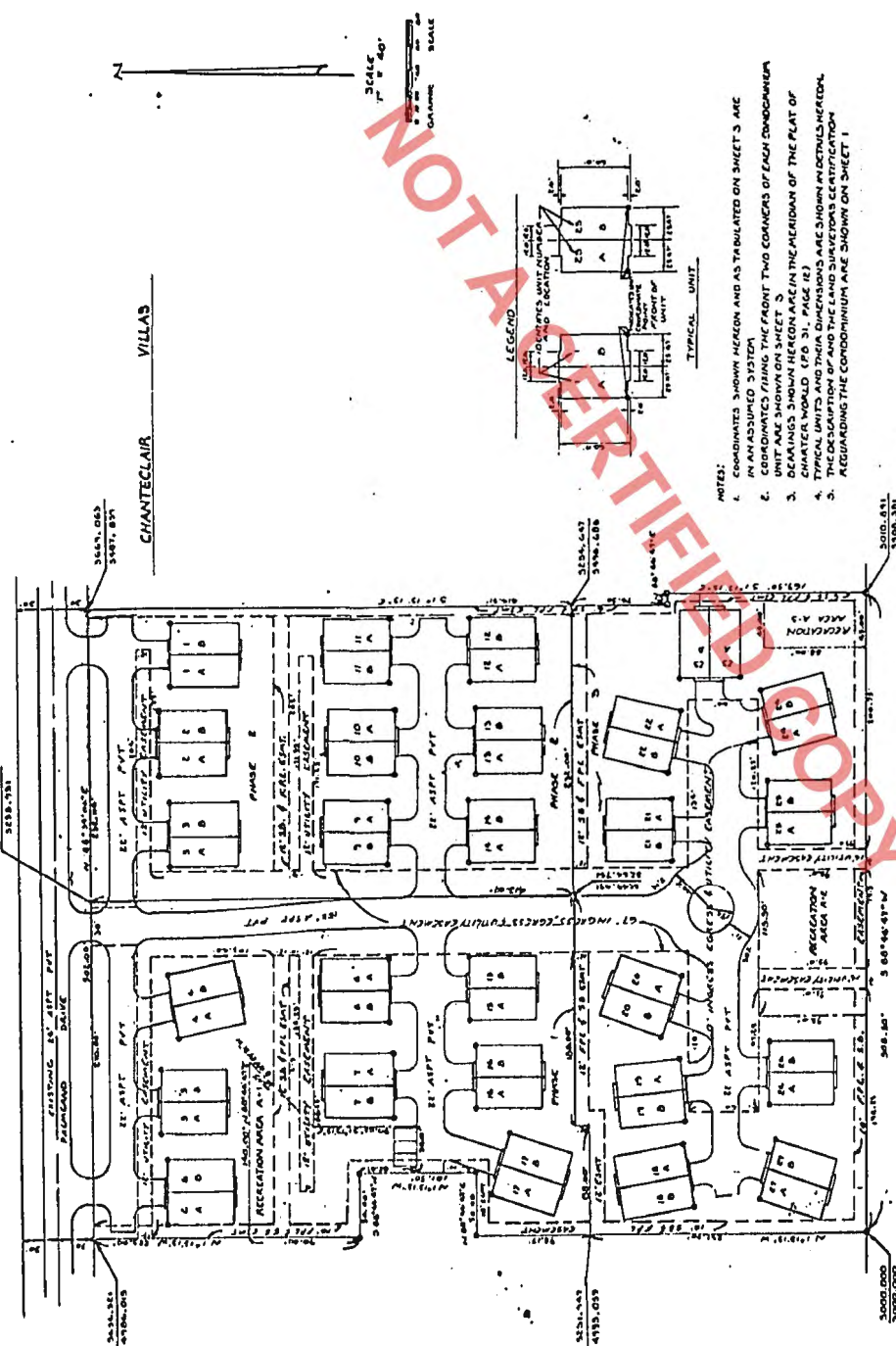
EXHIBIT "B"
DECLARATION OF CONDOMINIUM OF
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE



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

OFF REC 3103 PG 1620

SURVEY OF PHASES 1, 2 and 3 CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE



- NOTES:
1. COORDINATES SHOWN HEREON AND AS TABULATED ON SHEETS ARE COORDINATES TAKING THE FRONT TWO CORNERS OF EACH CONDOMINIUM UNIT AS SHOWN ON SHEET 5.
 2. DIMENSIONS SHOWN HEREON ARE IN THE MERIDIAN OF THE PLAT OF CHATEAU WORLD (P.D. 31, PAGE 12).
 3. TYPICAL UNITS AND THEIR DIMENSIONS ARE SHOWN IN DETAILS HEREON.
 4. THE DESCRIPTION OF AND THE LAND SURVEYORS CERTIFICATION REGARDING THE CONDOMINIUM ARE SHOWN ON SHEET 1.

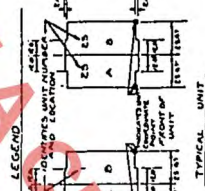


EXHIBIT "C" TO DECLARATION OF CONDOMINIUM OF
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

OFF REC 3103 PG 1621



RECORDERS MEMO - Legality
of Writing, Typing or Printing
un satisfactory in this document
when received.

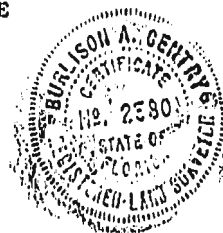
PHASE 2 LEGAL DESCRIPTION
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

East 230.00 feet of Tract B, less the South
244.00 feet thereof, also including the West
2.00 feet of Tract C, less the Southerly
244.00 feet thereof, CHARTER WORLD, a sub-
division as recorded in Plat Book 31, Page 21,
of the Public Records of Palm Beach County,
Florida.

NOT A CERTIFIED COPY

Exhibit "D" TO DECLARATION OF CONDOMINIUM
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

OFF REC 3103 PG 1622



PHASE 3 LEGAL DESCRIPTION
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

South 244.00 feet of Tract B, less the North
12.00 feet of the South 244.00 feet of the West
85.00 feet thereof, also less the East 115.50
feet of the West 289.75 of the South 93.00
feet thereof, also including the North 74.50
feet of the South 244.00 feet of the West 2.00
feet of Tract C, also including the West 8.50
feet of the South 169.50 feet of said Tract C,
CHARTER WORLD, a subdivision as recorded in Plat
Book 31, Page 21 of the Public Records of Palm
Beach County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "E" TO DECLARATION OF CONDOMINIUM
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

OFF REC 3103 PG 1623



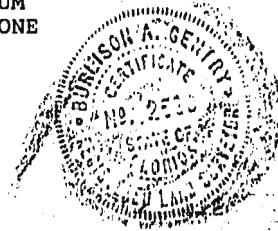
LEGAL DESCRIPTION OF RECREATIONAL FACILITIES
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

East 115.50 feet of the West 289.75 feet of the
South 93.00 feet of Tract B, CHARTER WORLD, a
subdivision as recorded in Plat Book 31,
Page 21 of the Public Records of Palm Beach
County, Florida.

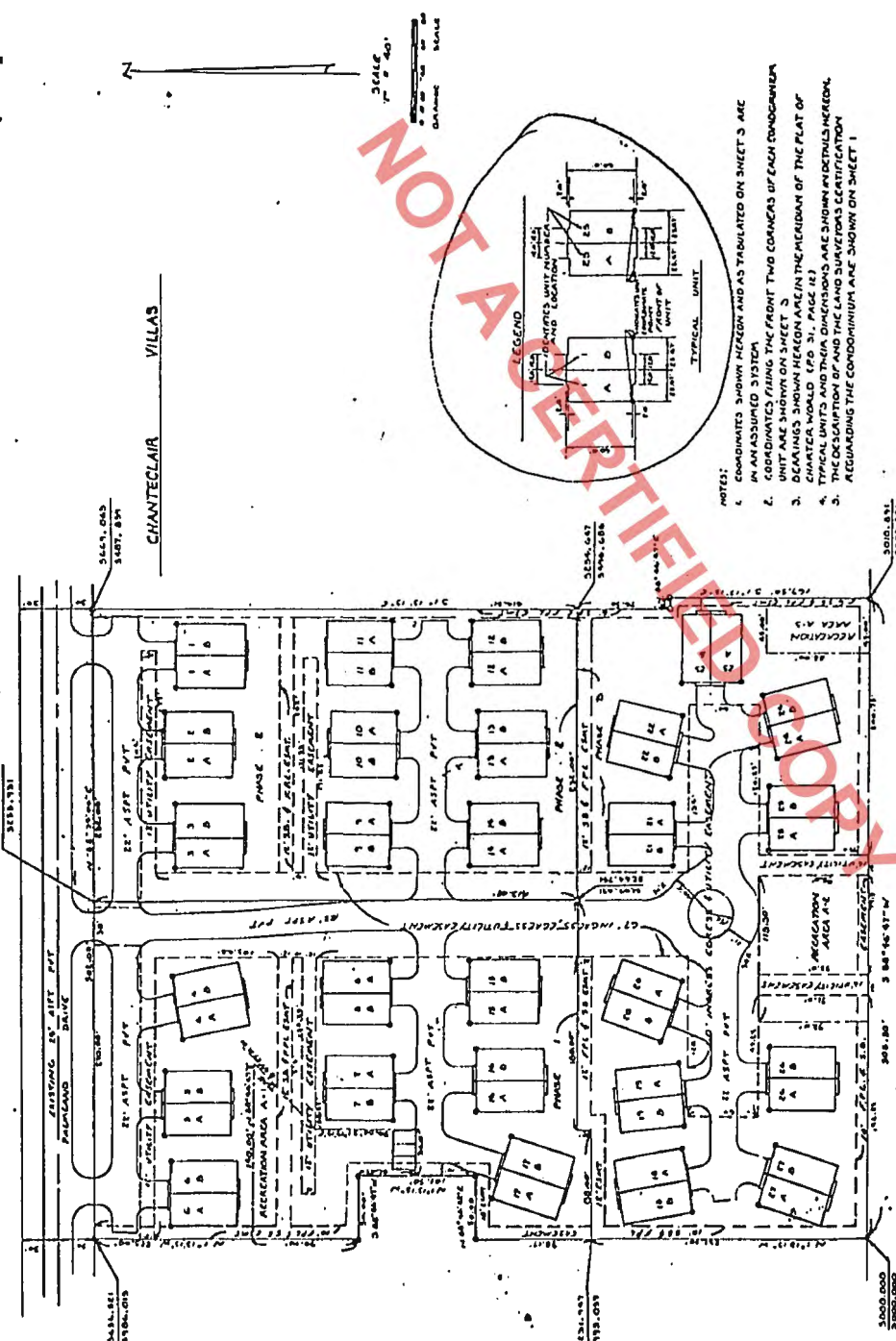
NOT A CERTIFIED COPY

EXHIBIT "F" TO DECLARATION OF CONDOMINIUM
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

OFF REC 3103 PG 1624



GRAPHIC DESCRIPTION OF IMPROVEMENTS CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE



NOT A RECORDED DOCUMENT

LEGEND

UNIT NUMBER AND LOCATION

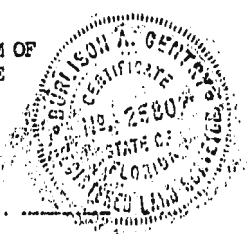
TYPICAL UNIT

COMMON AREAS

NOTES:

1. COMMON AREAS SHOWN HEREON AND AS TABULATED ON SHEETS ARE IN AN ASSUMED STATUS.
2. DIMENSIONS FACING THE FRONT TWO CORNERS OF EACH CONDOMINIUM OCCASION SHALL BE SHOWN HEREON IN THE HEADINGS OF THE PLAT OF CHARTER WORLD LPD 31, PAGE 133.
3. TYPICAL UNITS AND THEIR DIMENSIONS ARE SHOWN IN DETAILS HEREON.
4. THE DESCRIPTION OF AND THE LAND SURVEYORS CERTIFICATION REGARDING THE CONDOMINIUM ARE SHOWN ON SHEET 1.

EXHIBIT "G" TO DECLARATION OF CONDOMINIUM OF
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE



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

OFF REC 3103 PG 1625

CERTIFICATE OF SURVEYOR

This is to certify that the construction of the improvements shown on Phase 1 of the plot plan are substantially complete, so that the material, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials.

The coordinates of the front corners of each Unit are as follows: NORTH EAST

4A	5586.923	5146.494
4B	5597.993	5196.616
5A	5590.275	5069.075
5B	5591.368	5120.393
6A	5593.75	4997.454
6B	5594.844	5048.773
7A	5404.09	5140.796
7B	5402.997	5089.478
8A	5409.612	5212.225
8B	5408.519	5160.906
15A	5340.577	5164.354
15B	5341.670	5215.672
16A	5334.055	5092.947
16B	5335.148	5144.265
17A	5318.752	5023.967
17B	5305.137	5073.458

DATED this 24 day of JULY, 1979, at Boynton Beach, Palm Beach County, Florida.

[Signature]
Registered Land Surveyor No. 2500
State of Florida

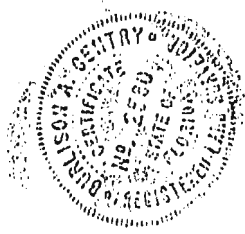


EXHIBIT "H" TO DECLARATION OF CONDOMINIUM OF
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

OFF REC 3103 PG 1626

GRAPHIC DESCRIPTION OF RECREATIONAL FACILITIES
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

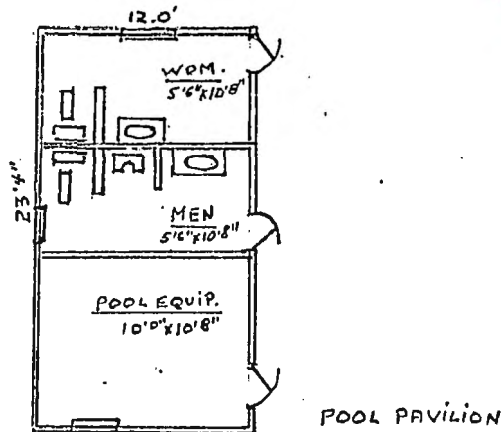
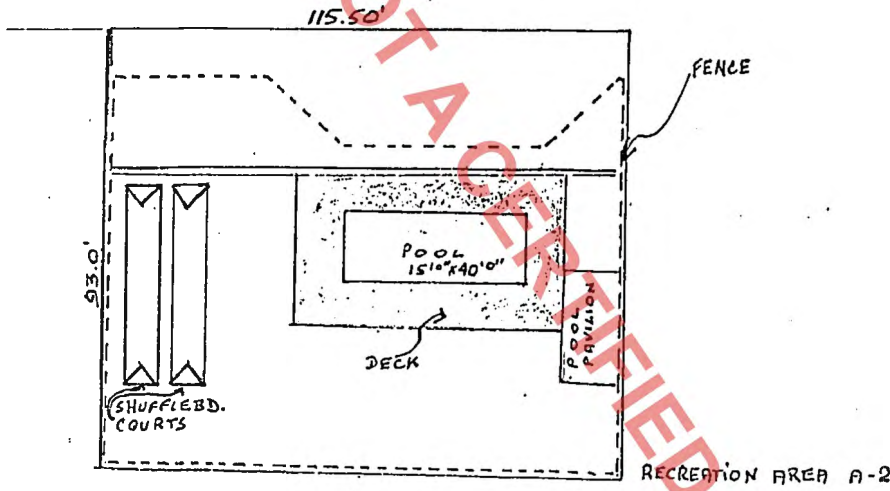


EXHIBIT "I" TO DECLARATION OF CONDOMINIUM OF
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

OFF REC 3103 PG 1627



ARTICLES OF INCORPORATION

OF

CHANTECLAIR VILLAS CONDOMINIUM ASSOCIATION NUMBER ONE, INC.

A Corporation Not-For-Profit

In order to form a corporation under the laws of Florida for the formation of corporations not-for-profit, pursuant to the provisions of Florida Statutes Chapter 617, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to the end we do, by these Articles of Incorporation, set forth:

I. NAME

The name of the corporation shall be

CHANTECLAIR VILLAS CONDOMINIUM ASSOCIATION
NUMBER ONE, INC. (the "Association").

II. PURPOSE

The purposes and objects of the Association shall be to administer the operation and management of Chanteclair Villas Condominium Number One (the "Condominium"), which is established in accordance with Florida Condominium Act, Chapter 718, Florida Statutes (the "Act"), upon that certain real property situated in Palm Beach County, Florida, described as:

West 270.00 feet of Tract B, less the Southerly 244.00 feet thereof, also less the Westerly 50.00 feet of the North 101.50 feet of the South 431.67 feet thereof, and also including the North 12.00 feet of the South 244.00 feet of the West 85.00 feet thereof, CHARTER WORLD, a subdivision as recorded in Plat Book 31, Page 21 of the Public Records of Palm Beach County, Florida.

EXHIBIT "J" TO DECLARATION OF CONDOMINIUM OF
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

OFF REC 3103 PG 1628

III. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered and the Common Law of Florida.

B. All of the powers reasonable necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Units, Common Elements, and Common Facilities in and of the Condominium, as such terms will be defined in the Declaration.

2. Levy and collect assessments against members of the Association to defray the common Expenses of the Condominium, as will be provided in the Declaration and the By-Laws; including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Properties, including Units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, operate and manage the Condominium and the Improvements constructed thereon, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium as necessary or required.

4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Condominium Act.

5. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing use of the Condominium which may hereafter be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

7. Perform the acts and duties incident to the operation and management of said Condominium in accordance with the provisions of these Articles of Incorporation, and By-Laws of the Association which will be adopted pursuant hereto, and the Declaration of Condominium which will be recorded in the Public Records of Palm Beach County, Florida, and to own, operate, encumber, lease, manage, sell, convey, exchange and otherwise deal with the said lands submitted to the condominium form of ownership, the improvements and such other property, real and/or personal, as may be or become part of the Condominium to the extent necessary or convenient to its administration.

OFF REC 3103 PG 1629

The Association shall be conducted as a non-profit organization for the benefit of its members.

8. Amend these Articles and the By-Laws to include other real property in the purpose provisions of Article II hereof.

9. Collect assessments levied by the Chanteclair Villas Recreation Association, Inc. against units and transfer those funds to Chanteclair Villas Recreation Association, Inc.

IV. QUALIFICATION OF MEMBERS

The qualifications of members, manner of the admission to and termination of membership and voting by members shall be as follows:

A. The owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV, hereof.

B. Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that membership of any person or entity owning fee title to or a fee ownership interest in any Unit.

C. There shall be only one class of members. All members regardless of the type or size of their Condominium Unit, shall be entitled to one vote for each Condominium owned as provided for in the By-Laws of this Corporation.

D. The interest 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 the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

E. Until such time as the real property described in Article II hereof is submitted to the Condominium therefor in the Public Records of Palm Beach County, Florida, the membership of the Association shall be entitled to cast one vote on all matters upon which the membership would be entitled to vote.

V. TERM

The Association shall have perpetual existence.

VI. PRINCIPAL OFFICE

The principle office of the Association shall be located in Florida at 1700 Palmland Drive, Boynton Beach, Florida, but the Association may maintain offices and transact business in such places within the State of Florida, as may from time

OFF REC 3103 PG 1630

to time be designated by the Board of Directors. Paul Orlan at 1700 Palmland Drive, Boynton Beach, Florida shall be the initial Registered Agent.

VII. MANAGEMENT

The affairs of the Association shall be managed by the Board of Directors through the President of the Association, assisted by the Vice-Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the state of Florida subject to the directions of the Board of Directors. Officers of the Association shall not receive compensation for the performance of their duties. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association.

VIII. BOARD OF DIRECTORS

The number of members of the first Board of Directors shall be three (3). The number of members of succeeding Boards of Directors shall be six (6). Each Board of Director elected after the Developer no longer has the right to designate any members of the Board of Directors, shall be comprised of one Unit owner from each of the Phases (1, 2., and 3) of the Condominium and three directors elected at large. When Unit owners other than the Developer, Orlan Homes Corporation, a Florida Corporation own fifteen percent (15%) but less than seventy-five percent (75%) of the Units that will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, not less than nor more than one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, a majority of the members of the Board of Directors when the first of the following events occurs:

1. three (3) years after sales by the Developer have been closed on fifty percent (50%) but less than ninety percent (90%) of the Units in the three (3) Phases; or
2. three months after sales have been closed by the Developer on ninety percent (90%) of the Units in the three (3) Phases; or
3. when all of the Units have been completed and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business;

The Developer shall have the right to elect, in the manner to be provided in the By-Laws, all members of the Board of Directors which Unit owners other than the Developer are not entitled to elect as long as the Developer holds for sale in the ordinary course of business any Units in a Condominium operated by the one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least one (1) Unit in the Condominium. Notwithstanding the foregoing, Developer shall be entitled at any time to waive in writing its rights hereunder and there-

OFF REC 3103 PG 1631

after to vote in elections for members of the Board of Directors in the same manner as any other Unit owner member of the Association. After Unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the By-Laws, relinquished control of the Association and shall deliver to the Association all property of the Unit owners and of the Association held or controlled by the Developer.

Chanteclair Villas Condominium Number One is a Phase development. 16 Units are being completed in Phase 1. 18 Units are to be completed in Phase 2. 20 Units are to be completed in Phase 3. References to Unit sales or Unit completions above are to all 54 Units in making the determination as to when the unit owners may elect Board members. Nevertheless, notwithstanding any provisions above to the contrary, if the Developer fails to complete Phase III and complete the 18 Units therein within 36 months after the filing of the Declaration of Condominium in the Public Records of Palm Beach County, Florida, the Unit Owners shall be entitled to elect a majority of the Board of Directors and failure of Developer to begin Phase III within 60 months and to complete Phase III within 72 months after the filing of the Declaration of Condominium in the Public Records of Palm Beach County, Florida, the Unit Owners shall elect 100% of the Directors of the Association.

IX. ELECTION OF OFFICERS

The Board of Directors shall elect a President, Secretary, Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers, annually, as the Board of Directors shall deem advisable from time to time. The President and First Vice President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

X. NAME, RESIDENCES OF BOARD

The names and residence addresses of the members of the First Board of Directors who, subject to the provisions of the laws of Florida, the Articles of Incorporation, and the By-Laws, shall hold office for the first year of the Association's corporate existence and thereafter until their successors are selected and have qualified, are as follows:

Paul Orlan	Suite 510, Cumberland Building 800 East Broward Boulevard Fort Lauderdale, Florida 33301
Morris Rickel	Suite 510, Cumberland Building 800 East Broward Boulevard Fort Lauderdale, Florida 33301
James Chaplin	Suite 510, Cumberland Building 800 East Broward Boulevard Fort Lauderdale, Florida 33301

XI. SUBSCRIBERS

The Subscribers to these Articles of Incorporation

OFF REC 3103 PG 1632

are the persons herein named to act and serve as members of the First Board of Directors of the Association. The names of the Subscribers and their respective residence addresses are set forth in Article X hereof.

XII. NAMED OFFICERS

The officers of the Corporation who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the By-Laws, and have qualified, shall be the following:

PAUL ORLAN, President
JAMES CHAPLIN, Vice President
MORRIS RICKEL, Secretary-Treasurer

XIII. BY-LAWS

The original By-Laws of the Association shall be adopted by a majority vote of the Subscribers to these Articles of Incorporation at which a majority of the Subscribers is present, and, thereafter, the By-Laws may be altered or rescinded only by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by members of the Association.

XIV. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification therein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XV. AMENDMENT

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium, whether meeting as members of by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or member, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment on amendments, and it shall be the duty of the Secretary

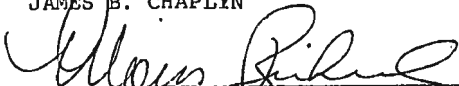
OFF REC 3103 PG 1633

to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than three-fourths (3/4) of the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of Palm Beach County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of Boards of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 23 day of July, 1979.



 JAMES E. CHAPLYN



 MORRIS RICKEL



 PAUL ORLAN



 PAUL ORLAN As Registered Agent

STATE OF FLORIDA :
 COUNTY OF BROWARD :

BEFORE ME, the undersigned authority, personally appeared to me well known, and each of whom after first being

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by me duly sworn, stated upon oath and acknowledged that s/he executed the above Articles of Incorporation for the purposes therein stated as his/her free deed and act.

Dated this 23rd day of July, 1979, at Fort Lauderdale, Broward County, Florida.

Paula J. Harrington
Notary Public



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 12 1980
BONDED THRU GENERAL INS. UNDERWRITERS

NOT A CERTIFIED COPY

OFF REC 3103 PG 1635

BY-LAWS

OF

CHANTECLAIR VILLAS CONDOMINIUM ASSOCIATION NUMBER ONE, INC.

a Florida Corporation Not-For-Profit

I. IDENTITY.

A. These are the By-Laws of CHANTECLAIR VILLAS CONDOMINIUM ASSOCIATION NUMBER ONE, INC., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes (hereinafter referred to as the "Association"). The Association has been organized for the purpose of managing, operating, and administering a residential condominium apartment project located on a portion of real property described as Tract B of Charter World, according to the Plat thereof, recorded at Plat Book 31, Page 21 of the Public Records of Palm Beach County, Florida, and located in Palm Beach County, Florida, and more particularly described in the Declaration of Condominium (the "Declaration") to which a true copy of these By-Laws will be attached and which will be recorded amongst the Public Records of Palm Beach County, Florida, when CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE is declared.

B. The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles of Incorporation of the Association (the "Articles"). A copy of the Articles and a copy of these By-Laws will be annexed, as exhibits, to the Declarations of Condominium (the "Declaration"), which will be recorded in the Public Records of Palm Beach County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

C. All members of the Association are subject to these By-Laws, the Articles and the Declaration.

D. The office of the Association shall be at 1700 Palmland Drive, Boynton Beach, Florida, or at such other place within Palm Beach County, Florida, as may be established by resolution of the Board of Directors.

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

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation. An impression of the seal is as follows:

EXHIBIT "K" TO DECLARATION OF CONDOMINIUM OF
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

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II. MEMBERSHIP, VOTING, QUORUM, PROXIES.

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

B. A quorum at meetings of Members shall consist of the persons entitled to cast a majority of the votes of the entire Membership.

C. The vote of the owner(s) of a Unit in a Condominium served by the Recreational Facilities owned by more than one natural person, as tenants in common, joint tenants, a partnership, or any other association of natural persons, or by a corporation, a trust or any other entity shall be cast or otherwise exercised, at all meetings at which Members of the Association are entitled to vote or otherwise act, by the one natural person approved to vote in the affairs of the applicable Condominium Association.

D. Evidence of the approval or disapproval of the owner(s) of a Unit in a Condominium served by the Recreational Facilities upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such owner if in an Association meeting.

E. Except as otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, duly called and at which a quorum is present, the affirmative vote of the owners of the majority of the Units then present and entitled to vote shall be binding upon the Members.

F. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. The annual meeting of Members shall be held at the principal office of the Association or such other place in Palm Beach County, Florida, as may be designated by the Board of Directors, at 7:00 p.m. on the first Tuesday in February of each year, or at such other time during that week as may be set by the Board, 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 day.

B. Special meetings of the entire Membership of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. A special meeting must be called by such officers upon receipt of a written request from Members of the Association owning a majority of the Units in the Condominium

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C. Notice of all meetings of Members shall be given by the Secretary, or other officer of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. Notice of the Annual Meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If delivered personally, receipt of notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Proof of mailing shall be given by the affidavit of the person giving the notice. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Each notice shall in addition be posted at a conspicuous place on the Condominium property at least fourteen (14) days prior to said meeting. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declaration, 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. At meetings of Members, the President shall preside, or in his absence the first or senior Vice-President if there be more than one shall preside. Minutes shall be kept in a businesslike manner and available for inspection by Unit owners and Directors during normal business hours at the principal office of the Association.

E. The order of business at annual meetings of Members, and, as as practical, at other meetings of Members, shall be:

- (1) Calling of the roll and certifying of proxies.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading or waiver of reading of minutes of previous meeting of Members.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Appointment by Chairman of inspectors of election.
- (7) Election of Directors.
- (8) Old business.
- (9) New business.
- (10) Adjournment.

F. Meetings of the Board of Directors shall be open to all Unit Owners and notices of meetings shall be posted conspicuously on the Condominium property forty-eight (48) hours in advance for the attention of Unit Owners, except in an emergency.

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IV. BOARD OF DIRECTORS

A. (1) The first Board of Directors shall consist of three (3) persons who shall be the subscribers to the Articles; succeeding Board of Directors shall consist of six (6) or more persons, one to be elected from each Phase (1, 2 and 3) of the Condominium, and the remainder to be elected at large. When Unit Owners other than ORLAN HOMES CORP. (the "Developer"), own fifteen percent (15%) but less than seventy-five percent (75%) of the Units that will be operated by the Association (Phases 1, 2 and 3), the Unit Owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of these By-Laws, not less than nor more than one-third (1/3) of the members of the Board of Directors. The Unit Owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of the By-Laws, a majority of the members of the Board of Directors: 1) three (3) years after sales by the Developer have been closed on fifty percent (50%) but less than ninety percent (90%) of the Units, or 2) three (3) months after sales have been closed by the Developer of ninety percent (90%) of the Units, or 3) when all of the Units that ultimately will be operated by the Association have been completed and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall have the right to elect in the manner provided in Paragraph B, Article IV of these By-Laws, the members of the Board of Directors which the other Unit Owners are not entitled as long as the Developer holds for sale in the ordinary course of business any Units in the Condominium and the Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least one (1) Unit in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive its rights hereunder by execution and delivery to the Association of written waivers, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Unit Owner. For purposes of these By-Laws, any reference to "Units" shall include all planned Units over which the Association will have authority (Phase 1, 2 and 3).

(2) CHANTECLAIR VILLAS CONDOMINIUM is a Phase development. Sixteen Units will be completed in Phase I. Twenty Units are to be completed in Phase 2 and eighteen Units are to be completed in Phase 3 . References to Unit sales or Unit completions above are to all 54 Units in making the determination as to when the Unit Owners may elect Board members. Nevertheless, notwithstanding any provisions above to the contrary, if the Developer fails to complete Phases 2 and 3 , and complete the 38 Units therein within 36 months after the filing of the Declaration of Condominium in the Public Records of Palm Beach County, Florida, the Unit Owners shall be entitled to elect a majority of Directors and failure to begin Phases 2 and 3 within 60 months and complete Phases 2 and 3 within 72 months after the filing of the Declaration of Condominium, the Unit Owners shall elect all Directors of the Association.

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B. Directors shall be elected in the following manner:

- (1) Commencing with the election of the First Board to succeed the Subscribers of the Articles, Developer shall designate that number, and the identity, of the members of the Board which it shall be entitled to designate in accordance with the Articles and these By-Laws, and upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these By-Laws.
- (2) For so long as the Developer shall retain the right to appoint at least one member of the Board of Directors, all members of the Board of Directors whom developer shall not be entitled to designate under these By-Laws shall be elected at large, by a plurality of the votes cast at the annual meeting of the general membership, immediately following the designation of the members of the Board whom Developer shall be entitled to designate. Commencing with the first annual election of Directors after the Developer shall have lot or relinquished the right to appoint at least one Director, the members owning Units in each Phase of the Condominium shall elect one (1) Director, by a plurality of the votes cast by the Unit Owners of such Phase at the annual meeting of general membership, and the remaining three Directors shall be elected at large, by a plurality of the votes cast by the general membership of said meeting.
- (3) A vacancy on the Board created by the Director at large may be filled, to expire on the date of the next annual meeting, by the remaining Directors. Should any vacancy in the Board be created in any directorship previously filled by any person designated by Developer, such vacancy shall be filled by Developer designating by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof. Any vacancy created in any directorship previously filled by a person elected by the members of a Phase shall be filled by such members at a special election, which member shall thereafter fill the vacated directorship for the unexpired term thereof.
- (4) Each director elected by the members shall be elected for one (1) year only. Directors may succeed themselves one time so as to serve two consecutive terms. Directors may be re-elected to office, except as above stated, only after one intervening year.

- (5) In the election of Directors, each member shall cast only one vote for each director to be elected, upon whom that member shall be entitled to vote. There shall not be cumulative voting. Each member will cast one vote for the Director's seat from the Phase in which the member lives and one for each other Director's seat upon which that member is entitled to vote.
- (6) Within sixty (60) days after Unit owners other than Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall, as otherwise in accordance with the provisions of these By-Laws, call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the Unit owners for this purpose. Such meeting may be called and the notice given by any Unit owner if the Association fails to do so within the time prescribed herein. Election of such Directors shall be conducted in the manner provided in these By-Laws.
- (7) In the event that Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board 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 designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

D. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived.

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

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F. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Unit owners and Directors during normal business hours at the principal office of the Association.

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

H. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws, or the Declarations. If any meeting of the Board cannot be held because a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declarations, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. 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.

I. The presiding officer of meetings of the Board shall be the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

J. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the law of Florida, the Articles, these By-Laws and the Declarations. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declarations, and shall include, without limitation, the right, power and authority to:

- (1) Make, levy and collect assessments, including without limitation assessments for reserves and for betterments to the condominium and/or Association property, against Members and Members' Units to defray the costs of the Condominium, and use the proceeds of assessments in the exercise of the powers and duties of the Association;
- (2) Maintain, repair, replace, operate and manage the Condominium, and wherever the same is required to be done and accomplished by the Association for the benefit of Members;
- (3) Repair and reconstruct improvements after casualty;
- (4) Make and amend regulations governing the use of the property, real and personal, in the Condominium; provided, that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declarations;

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- (5) Approve or disapprove proposed purchasers and lessees of the Units each in the manner specified in the Declaration. The President or the Vice President of the Association may, by resolution of the Board, be authorized to approve (but not disapprove) any proposed purchaser or lessee, and to execute, on behalf of the Association, appropriate documents to evidence same;
- (6) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal including Units of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declarations;
- (7) Contract for the management of the Condominium and in connection therewith delegate all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board or members of the Association;
- (8) Enforce by legal means the provisions of the Articles, these By-Laws, the Declaration and all regulations governing use of property of and in the Condominium hereafter adopted.
- (9) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and assess the same against the members and their respective Units subject to such liens.
- (10) Carry insurance for the protection of the members and the Association against casualty and liability.
- (11) Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units.
- (12) 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 the three (3) Subscribers of the Articles, who shall serve until their successors are designated by Developer or elected at the first annual meeting of the Members. Should any member of the first Board be unable to serve for any reason, Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

L. Directors who are elected by Members may be removed from office by the members electing them at any time by affirmative vote of a majority of a quorum of the group who elected the Directors.

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V. ADDITIONAL PROVISIONS - MEETINGS OF MEMBERS AND DIRECTORS.

A. Notwithstanding anything contained in these By-Laws to the contrary, any meeting of Members or the Board may be held at any place in Broward County, Florida, designated in the notice of any such meeting, or notice of which is waived.

B. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which they might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

VI. OFFICERS.

A. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President and the First Vice President (if there be more than one Vice President) shall be elected from the membership of the Board, but not other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by majority vote of the Board.

B. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, 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. He shall have such additional powers as the Board may designate.

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

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

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 role and accounts of the Members; he shall keep the books of the Association (including without limitation a separate set of books of account for each of the Condominiums) in accordance with good accounting practices, he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominium.

VII. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and Articles 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 Unit. Such account shall designate the name and mailing address of the owner(s) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

B. The Board shall adopt a budget for the Condominium in accordance with the procedure set forth in the Declaration and the laws of the State of Florida.

C. A copy of the proposed annual budgets of the Association shall be mailed to the Unit owners not less than thirty (30) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of that meeting. Such meeting of the Board shall be open to Unit owners. If a budget is adopted by the Board which requires assessment of the Unit owners in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Unit owners, a special meeting of the Unit owners shall be held upon not less than ten (10) days written notice to each Unit owner, but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting Unit owners shall consider and enact a budget, or recall any and all members of the Board and elect their successors. Any such revision of the budget or recall of any and all members of the Board shall require a vote of not less than a simple majority of the whole number of votes of all Unit owners. The Board may in any event first propose a budget to the Unit owners at any such meeting of Membership or by writing, and if such budget or proposed budget be approved by a majority vote of all Unit Owners, either at such meeting or by writing such budget as proposed by the Board shall be adopted and be binding.

D. In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded in the computation for reasonable reserves made by the Board in respect of repair and replacement of Condominium or Association property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments for betterments to the Condominium or Association property. Provided, however, that so long as Developer is in control of the Board of Directors the Board shall not impose an assessment for a budget year greater than 115% of the prior year's assessment without approval of a majority of the whole number of votes of all Unit owners.

E. Upon adoption of budgets, the Board shall cause written copy thereof to be delivered to all Unit owners. Assessments shall be made against Unit owners pursuant to

procedures established by the Board and in accordance with terms of the Declarations and the Articles. Unit owners shall pay their assessments quarterly. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.

VIII. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) shall govern the conduct of all proceedings when not in conflict with the Declaration, the Articles, these By-Laws or the laws of Florida.

IX. AMENDMENTS TO BY-LAWS.

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

A. Amendments to these By-Laws may be proposed by the Board, acting upon vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium, whether meeting as Members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth; provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the Members.

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than a simple majority of the Units of the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

D. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

E. Notwithstanding the foregoing provisions of this Article IX, no amendment to these By-Laws shall alter, amend, encroach upon or change any of the rights of the Developer which have been reserved to the Developer in these By-Laws in the Declaration of Condominium or by any other Condominium document without the written consent of Developer.

OFF REC 3103 PG 1646

The foregoing were adopted as the By-Laws of CHANTECLAIR VILLAS CONDOMINIUM ASSOCIATION NUMBER ONE, 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 _____ day of _____, 1979.

DATED: _____

Secretary

APPROVED:

President

NOT A CERTIFIED COPY

OFF REC 3103 PG 1647

ARTICLES OF INCORPORATION

OF

CHANTECLAIR VILLAS RECREATION ASSOCIATION, INC.

A Corporation Not for Profit

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, pursuant to the provisions of Florida Statutes, Chapter 617, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to the end we do, by these Articles of Incorporation, set forth:

I. NAME

The name of the corporation shall be:

CHANTECLAIR VILLAS RECREATIONAL ASSOCIATION, INC.
(the "Association").

II. PURPOSE

The purposes and objects of the Association shall be to own, control, operate, sell, trade, mortgage, administer and manage the recreation facilities related to and serving Chanteclair Villas Condominium (the "Condominium"), which is established in accordance with Florida Condominium Act, Chapter 718, Florida Statutes ("Act"), upon that certain real property situated in Palm Beach County, Florida, described as:

East 115.50 feet of the West 289.75 feet
of the South 93.00 feet of Tract B,
CHARTER WORLD, a subdivision as recorded
in Plat Book 31, Page 21 of the public
records of Palm Beach County, Florida.

(hereinafter the "Recreational Facilities"). The purpose of the Association may be expanded to cover other condominiums and other Recreational Facilities. The Association may operate and maintain certain property not to be conveyed or not yet conveyed to it. These properties are to be operated and maintained by the Association as recreation facilities, parking spaces, streets, paths, or as other

EXHIBIT "L" TO THE DECLARATION OF CONDOMINIUM OF
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

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facilities for the promotion and protection of the peace, happiness, and standard of living of Members of this Association. The Association will enforce covenants, restrictions, reservations, servitudes, profits, licenses, conditions, agreements, easements, and liens applicable to said real property for the common benefit and will do all and everything else authorized by law to promote the general interest of the Members of the Association as are authorized by the State of Florida pertaining to non-profit corporations.

III. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered and the common law of Florida.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Recreational Facilities and access thereto.

2. Levy and collect assessments against Members of the Association to defray the expenses of the Association; including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Recreational Facilities, which may be necessary or convenient in the operation and management of the Recreational Facilities and in accomplishing the purposes set forth in the Declaration. (The Declaration of Condominium of any Condominium whose Unit Owners are served by the Facilities owned by the Association).

3. Maintain, repair, replace, operate and manage the Recreational Facilities and the improvements constructed thereon, including the right to reconstruct improvements after casualty and to further improve and add to the Recreational Facilities as necessary or required.

4. Contract for the management of the Recreational Facilities and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration or the By-Laws.

5. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing use of the Recreational Facilities which may hereafter be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

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7. Perform the acts and duties incident to the operation and management of said Recreational Facilities in accordance with the provisions of these Articles of Incorporation, the By-Laws of the Association which will be adopted pursuant hereto, and the Declaration, and to own, operate, encumber, lease, manage, sell, convey, exchange and otherwise deal with the said Recreational Facilities, the improvements and such other property, real and/or personal, as may be or become part of the Recreational Facilities to the extent necessary or convenient to its administration. The Association shall be conducted as a non-profit organization for the benefit of its Members.

8. Amend these Articles and the By-Laws to include other real property in the purpose provisions of Article II hereof.

IV. QUALIFICATION OF MEMBERS

The qualifications of members, manner of the admission to and termination of membership and voting by members shall be as follows:

A. The owners of all Units in the Condominium(s) served by the Recreational Facilities as they may be defined from time to time shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV, hereof.

B. Membership shall be established by the acquisition of fee title to a Unit in the Condominium(s) served by the Recreational Facilities or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; Provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in any Unit.

C. There shall be only one class of members. All members, regardless of the type or size of their Condominium Unit, shall be entitled to one vote for each Condominium owned as provided for in the By-Laws of this Corporation.

D. The interest 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 the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

E. Until such time as the real property described in Article II hereof is submitted to the Condominium form of ownership by recordation of a Declaration of Condominium therefor in the Public Records of Palm Beach County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters upon which the membership would be entitled to vote.

F. Notwithstanding anything contained herein or in the By-Laws to the contrary, ORLAN HOMES CORP. or its successors or assigns as Developer of the Units served by the Recreational Facilities, shall be entitled to, in the aggregate 100 percent of the voting rights of this Association until December 31, 1984, or until ORLAN HOMES CORP. has elected to terminate its control of the Association, whichever shall first occur, at which time its membership and said right to vote shall cease except as to any unsold Units served by the Recreational Facilities which it may retain at that time.

V. TERM

The Association shall have perpetual existence.

VI. PRINCIPAL OFFICE

The principal office of the Association shall be located in Florida at 1700 Palm Land Drive, Boynton Beach, Florida, but the Association may maintain offices and transact business in such places within the State of Florida as may from time to time be designated by the Board of Directors. Mr. Paul Orlan at 1700 Palm Land Drive, Boynton Beach, Florida, shall be the initial Registered Agent of the Association.

VII. MANAGEMENT

The affairs of the Association shall be managed by the Board of Directors through the President of the Association, assisted by the Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors. Officers of the Association shall not receive compensation for the performance of their duties. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association.

VIII. BOARD OF DIRECTORS

The number of members of the first Board of Directors shall be three (3). The number of members of succeeding Boards of Directors shall be six (6). Each Board of Directors elected after the Developer no longer has the right to designate any members of the Board of Directors, shall be comprised of one Unit Owner from each of the Condominium served by the Recreational Facilities and three (3) Directors elected at large. When Unit Owners other than the Developer, Orlan Homes Corp., a Florida corporation, own fifteen percent (15%) but less than seventy-five percent (75%) of the Units served by the Recreational Facilities operated by the Association, the Unit Owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, one of the members of the Board of Directors. The Developer shall have the right to elect, in the manner to be provided in the By-Laws, all members of the Board of Directors which Unit

Owners other than the Developer are not entitled to elect as long as the Developer holds for sale in the ordinary course of business any Units in a Condominium served by the Recreational Facilities operated by the Association; and the Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least one (1) Unit in a Condominium served by the Recreational Facilities. Notwithstanding the foregoing, Developer shall be entitled at any time to waive in writing its rights hereunder and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Unit Owner of the Association. After Unit Owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer.

IX. ELECTION OF OFFICERS

The Board of Directors shall elect a President, Secretary, Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers, annually, as the Board of Directors shall deem advisable from time to time. The President and first Vice President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; Provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

X. NAMES, RESIDENCES OF BOARD

The names and residence addresses of the members of the first Board of Directors who, subject to the provisions of the laws of Florida, the Articles of Incorporation, and the By-Laws, shall hold office for the first year of the Association's corporate existence and thereafter until their successors are selected and have qualified, are as follows:

PAUL ORLAN	Suite 510, Cumberland Building 800 East Broward Boulevard Fort Lauderdale, Florida 33301
MORRIS RICKEL	Suite 510, Cumberland Building 800 East Broward Boulevard Fort Lauderdale, Florida 33301
JAMES B. CHAPLIN	Suite 510, Cumberland Building 800 East Broward Boulevard Fort Lauderdale, Florida 33301

XI. SUBSCRIBERS

The Subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Association. The names of the Subscribers and their respective residence addresses are set forth in Article X hereof.

XII. NAMED OFFICERS

The officers of the Corporation who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the By-Laws, and have qualified, shall be the following:

PAUL ORLAN	President
JAMES B. CHAPLIN	Vice President
MORRIS RICKEL	Secretary/Treasurer

XIII. BY-LAWS

The original By-Laws of the Association shall be adopted by a majority vote of the Subscribers to these Articles of Incorporation at a meeting at which a majority of the Subscribers is present, and, thereafter, the By-Laws may be altered or rescinded only by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by members of the Association.

XIV. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification therein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XV. AMENDMENT

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium(s) served by the Recreational Facilities, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented

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personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than three-fourths (3/4) of the Units in the Condominium(s) served by the Recreational Facilities in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of Palm Beach County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of Boards of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 23 day of July, 1979.

Paul Orlan

 PAUL ORLAN

James B. Chaplin

 JAMES B. CHAPLIN

Morris Rickel

 MORRIS RICKEL

Paul Orlan

 PAUL ORLAN, as Registered Agent

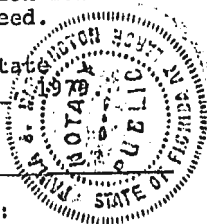
STATE OF FLORIDA
 COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared PAUL ORLAN, JAMES B. CHAPLIN and MORRIS RICKEL to me well known, and each of whom after first being by me duly sworn, stated upon oath and acknowledged before me that he executed the above Articles of Incorporation for the purposes therein stated as his free act and deed.

WITNESS my hand and official seal in the State of Florida and County aforesaid, this 23rd day of July

Paula J. Harrington

 Notary Public
 My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES SEPT. 12 1980
 BONDED THRU GENERAL INS. UNDERWRITERS

OFF REC 3103 PG 1654

BY-LAWS

OF

CHANTECLAIR VILLAS RECREATION

ASSOCIATION, INC.

a Florida Corporation Not for Profit

I. IDENTITY

A. These are the By-Laws of CHANTECLAIR VILLAS RECREATION ASSOCIATION, INC., a corporation Not-For-Profit, organized pursuant to Chapter 617, Florida Statutes (hereinafter referred to as the "Association"). The Association has been organized for the purpose of owning, controlling, operating, selling, trading, mortgaging, administering and managing the recreation facilities related to and serving Chanteclair Villas Condominium (the "Condominium"), which is established in accordance with Florida Condominium Act, Chapter 718, Florida Statutes ("Act"), upon that certain real property situated in Palm Beach County, Florida, described as:

East 115.50 feet of the West 289.75 feet of the South 93.00 feet of Tract B, CHARTER WORLD, a subdivision as recorded in Plat Book 31, Page 21 of the public records of Palm Beach County, Florida.

(hereinafter the "Recreational Facilities"). The purpose of the Association may be expanded to cover other condominiums and other Recreational Facilities. The Association may operate and maintain certain property not to be conveyed or not yet conveyed to it. These properties are to be operated and maintained by the Association as recreation facilities, parking spaces, streets, paths, or as other facilities for the promotion and protection of the peace, happiness, and standard of living of members of this Association. The Association will enforce covenants, restrictions, reservations, servitudes, profits, licenses, conditions, agreements, easements, and lien applicable to said real property for the common benefit and will do all and everything else authorized by law to promote the general interest of the members of the Association as are authorized by the State of Florida pertaining to non-profit corporations.

EXHIBIT "M" TO THE DECLARATION OF CONDOMINIUM OF
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

OFF REC 3103 PG 1655

B. The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles of Incorporation of the Association (the "Articles"). A copy of the Articles and a copy of these By-Laws will be annexed, as exhibits, to the Declarations of Condominium of the Condominium(s) served by the Recreational Facilities (the "Declaration") which will be recorded in the Public Records of Palm Beach County, Florida.

C. All members of the Association are subject to these By-Laws and the Articles.

D. The office of the Association shall be at 1700 Palm Land Drive, Boynton Beach, Florida, or at such other place within Palm Beach County, Florida, as may be established by resolution of the Board of Directors.

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

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not-For-Profit", and the year of incorporation. An impression of the seal is as follows:

II. MEMBERSHIP, VOTING, QUORUM, PROXIES.

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

B. A quorum at meetings of Members shall consist of the persons entitled to cast a majority of the votes of the entire Membership.

C. The vote of the owner(s) of a Unit in a Condominium served by the Recreational Facilities owned by more than one natural person, as tenants in common, joint tenants, a partnership, or any other association of natural persons, or by a corporation, a trust or any other entity shall be cast or otherwise exercised, at all meetings at which Members of the Association are entitled to vote or otherwise act, by the one natural person approved to vote in the affairs of the applicable Condominium Association.

D. Evidence of the approval or disapproval of the owner(s) of a Unit in a Condominium served by the Recreational Facilities upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such owner if in an Association meeting.

E. Except as otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, duly called and at which a quorum is present, the affirmative vote of the owners of the majority of the Units then present and entitled to vote shall be binding upon the Members.

F. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. The annual meeting of Members shall be held at the principal office of the Association or such other place in Palm Beach County, Florida, as may be designated by the Board of Directors, at 8:00 p.m. on the first Tuesday in February of each year, or at such other time during that week as may be set by the Board, 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 day.

B. Special meetings of the entire Membership of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. A special meeting must be called by such officers upon receipt of a written request from Members of the Association owning a majority of the Units in the Condominium(s) served by the Recreational Facilities.

C. Notice of all meetings of Members shall be given by the Secretary, or other officer of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. Notice of the annual meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If delivered personally, receipt of notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Proof of mailing shall be given by the affidavit of the person giving the notice. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at, or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Each notice shall, in addition, be posted at a conspicuous place on the Condominium property of all Condominiums served by the Recreational Facilities, at least fourteen (14) days prior to said meeting. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the Membership required to constitute a quorum for a particular purpose is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declaration, 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. At meetings of Members, the President shall preside, or in his absence, the first or senior Vice-President, if there be more than one, shall preside. Minutes shall be kept in a businesslike manner and available for inspection by Unit Owners and Directors during normal business hours at the principal office of the Association.

OFF REC 3103 PG 1657

E. The order of business at annual meetings of Members and, as practical, at other meetings of Members, shall be:

- (1) Calling of the roll and certifying of proxies
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading or waiver of reading of minutes of previous meeting of Members
- (4) Reports of officers
- (5) Reports of committees
- (6) Appointment by Chairman of inspectors of election
- (7) Election of Directors
- (8) Old business
- (9) New business
- (10) Adjournment

F. Meetings of the Board of Directors shall be open to all Unit Owners and notices of meetings shall be posted conspicuously on the Condominium property of all the Condominiums served by the Recreational Facilities forty-eight (48) hours in advance, except in an emergency.

IV. BOARD OF DIRECTORS

A. The first Board of Directors shall consist of three (3) persons who shall be the subscribers to the Articles; succeeding Board of Directors shall consist of six (6) or more persons, one to be elected from each of the Condominiums served by the Recreational Facilities; and the remainder to be elected at large. When Unit Owners other than ORLAN HOMES CORP. (the "Developer"), own fifteen percent (15%), but less than seventy-five (75%) percent of the Units that will be served by Recreational Facilities operated by the Association, then such Unit Owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of these By-Laws, one (1) of the Members of the Board of Directors. The Developer shall have the right to elect in the manner provided in Paragraph B, Article IV of these By-Laws, the Members of the Board of Directors which the other Unit Owners are not entitled as long as the Developer holds for sale in the ordinary course of business any Units in the Condominium(s) served by the Recreational Facilities, and the Developer shall be entitled to elect not less than one (1) Member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least one (1) Unit in the Condominium(s) served by the Recreational Facilities. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive its rights hereunder, by execution and delivery to the Association of written waivers, and thereafter to vote in elections for Members of the Board of Directors in the same manner as any other Member. For purposes of these By-Laws, any reference to "Units" shall include all planned Units planned to be served by the Recreational Facilities over which the Association will have authority.

B. Directors shall be elected in the following manner:

- (1) Commencing with the election of the first Board to succeed the subscribers of the Articles, Developer shall designate that number, and the identity, of the Members

OFF REC 3103 PG 1658

of the Board which it shall be entitled to designate in accordance with the Articles and these By-Laws, and upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these By-Laws.

- (2) For so long as the Developer shall retain the right to appoint at least one member of the Board of Directors, all Members of the Board if Directors whom Developer shall not be entitled to designate under these By-Laws shall be elected at large, by a plurality of the votes cast at the annual meeting of the general membership, immediately following the designation of the Members of the Board whom Developer shall be entitled to designate. Commencing with the first annual election of Directors after the Developer shall have lost or relinquished the right to appoint at least one Director, the Members owning Units in each Condominium served by the Recreational Facilities shall elect one (1) Director, by a plurality of the votes cast by the Unit Owners of such Condominium at the annual meeting of the general membership, and the remaining three Directors shall be elected at large, by a plurality of the votes cast by the general membership of said meeting.
- (3) A vacancy on the Board created by the Director at large may be filled, to expire on the date of the next annual meeting, by the remaining Directors. Should any vacancy in the Board be created in any directorship previously filled by any person designated by Developer, such vacancy shall be filled by Developer designating by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof. Any vacancy created in any directorship previously filled by a person elected by the Members of a Condominium served by the Recreational Facilities shall be filled by such Members at a special election, which Member shall thereafter fill the vacated directorship for the unexpired term thereof.
- (4) Each Director elected by the Members shall be elected for one (1) year only. Directors may succeed themselves one time so as to serve two consecutive terms. Directors may be re-elected to office, except as above stated, only after one intervening year.

- (5) In the election of Directors, each Member shall cast only one vote for each Director to be elected, upon whom that Member shall be entitled to vote. There shall not be cumulative voting. Each Member will cast one vote for the Director's seat from the Condominium in which the Member lives and one for each other Director's seat upon which that Member is entitled to vote.
- (6) Within sixty (60) days after Unit Owners other than Developer are entitled to elect a Member or Members of the Board of Directors of the Association, the Association shall, as otherwise in accordance with the provisions of these By-Laws, call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so within the time prescribed herein. Election of such Directors shall be conducted in the manner provided in these By-Laws.
- (7) In the event that Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board 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 designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

D. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived.

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

OFF REC 3103 PG 1660

F. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association.

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

H. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board if Directors, except as may be specifically otherwise provided in the Articles, these By-Laws, or the Declarations. If any meeting of the Board cannot be held because a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declarations, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. 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.

I. The presiding officer of meetings of the Board shall be the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

J. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the law of Florida, the Articles, these By-Laws, and the Declarations. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws, and the Declarations, and shall include, without limitation, the right, power and authority to:

- (1) Make, levy and collect assessments, including without limitation assessments for reserves and for maintenance and betterments to the Association property, against Members and Members' Units to defray the costs of the Association, and use the proceeds of assessments in the exercise of the powers and duties of the Association;
- (2) Maintain, repair, replace, operate and manage the Association property, and wherever the same is required to be done and accomplished by the Association for the benefit of Members;
- (3) Repair and reconstruct improvements after casualty;
- (4) Make and amend regulations governing the use of the property, real and personal, owned or controlled by the Association; Provided, that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of

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such property under the terms of the Articles and shall not unreasonably abridge the use of the Recreational Facilities by Members.

- (5) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, as may be necessary or convenient in the operation and management of the Association property, and in accomplishing the purposes set forth herein and in the Articles.
- (6) Contract for the management of the Recreational Facilities and in connection therewith delegate all of the powers and duties of the Association, except those which may be required by the Articles to have approval of the Board or Members of the Association;
- (7) Enforce by legal means the provisions of the Articles, these By-Laws and all regulations governing use of the Recreational Facilities.
- (8) Pay all taxes and assessments which are liens against any part of the Association property and assess the same against the Members and their respective Units subject to such liens.
- (9) Carry insurance for the protection of the Members and the Association against casualty and liability.
- (10) Pay all costs of power, water, sewer and other utility services rendered to the Association property.
- (11) 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 the three (3) subscribers of the Articles, who shall serve until their successors are designated by Developer or elected at the first annual meeting of the Members. Should any Member of the first Board be unable to serve for any reason, Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

L. Directors who are elected by Members may be removed from office by the Members electing them at any time by affirmative vote of a majority of a quorum of the group who elected the Directors.

V. ADDITIONAL PROVISIONS - MEETINGS OF MEMBERS AND DIRECTORS

A. Notwithstanding anything contained in these By-Laws to the contrary, any meeting of Members or the Board may be held at any place in Palm Beach County, Florida, designated in the notice of any such meeting, or notice of which is waived.

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B. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which they might take at a meeting of the Board without a meeting; Provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

VI. OFFICERS

A. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President and the first Vice President (if there be more than one Vice President), shall be elected from the Membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; Provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by majority vote of the Board.

B. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, 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. He shall have such additional powers as the Board may designate.

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

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

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 roll and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices, he shall perform all other duties incident to the office of Treasurer.

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F. The compensation of all employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Association.

VII. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and Articles 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 Condominium served by the Recreational Facilities. The Condominium Association for each Condominium served by the Recreational Facilities shall assess against the Units in that Condominium and shall collect from the Unit Owners the amounts determined by the Board of Directors of this Association. The Recreation Association shall not levy or collect any assessments except through the Condominium Association unless such Condominium Associations shall refuse to levy and/or collect or transmit such assessments to the Recreation Association after ten (10) days written notice from the Recreation Association to the Condominium Association.

B. The Board shall adopt a budget for the Association in accordance with the procedure set forth in the Declaration of Chantclair Villas Condominium and the laws of the State of Florida.

C. A copy of the proposed annual budgets of the Association shall be mailed to the Members not less than thirty (30) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of that meeting. Such meeting of the Board shall be open to Members. If a budget is adopted by the Board which requires assessment of the Members in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Members, a special meeting of the Members shall be held upon not less than ten (10) days written notice to each Member, but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting Members shall consider and enact a budget, or recall any and all Members of the Board and elect their successors. Any such revision of the budget or recall of any and all Members of the Board shall require a vote of not less than a simple majority of the whole number of votes of all Members. The Board may in any event first propose a budget to the Members at any such meeting of Membership or by writing, and if such budget or proposed budget be approved by a majority vote of all Members, either at such meeting or by writing such budget as proposed by the Board shall be adopted and be binding.

D. In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded in the computation for reasonable reserves made by the Board in respect of repair and replacement of Association property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on

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a regular or annual basis; and there shall be excluded from such computation, assessments for betterments to the Association property. Provided, however, that so long as Developer is in control of the Board of Directors, the Board shall not impose an assessment for a budget year greater than 115% of the prior year's assessment without approval of a majority of the whole number of votes of all Members.

E. Upon adoption of budgets, the Board shall cause written copy thereof to be delivered to all Members. Assessments shall be made against Members and their Units pursuant to procedures established by the Board and in accordance with terms of the Articles and these By-Laws and the appropriate Declaration. Members shall pay their assessments quarterly to their Condominium Association. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.

VIII. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition), shall govern the conduct of all proceedings when not in conflict with the Declaration, the Articles, these By-Laws or the laws of Florida.

IX. AMENDMENTS TO BY-LAWS.

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

A. Amendments to these By-Laws may be proposed by the Board, acting upon vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium(s) served by the Recreational Facilities, whether meeting as Members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth; Provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the Members.

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than a simple majority of the Units of the Condominium(s) served by the Recreational Facilities. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

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D. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

E. Notwithstanding the foregoing provisions of this Article IX, no amendment to these By-Laws shall alter, amend, encroach upon or change any of the rights of the Developer which have been reserved to the Developer in these By-Laws in the Declarations of Condominium of the Condominium(s) served by the Recreational Facilities or by any other Condominium document without the written consent of Developer.

The foregoing were adopted as the By-Laws of CHANTECLAIR VILLAS RECREATION 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 _____ day of _____, 197__.

DATED: _____

Secretary

APPROVED:

President

OFF REC 3103 PG 1666

DECLARATION OF PROTECTIVE COVENANTS
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

95600

PALMLAND DEVELOPMENT CORP.
a Florida corporation

NOTICE OF RESTRICTIONS
ON REAL ESTATE

to

DATED - June 5, 1973

WHOM IT MAY CONCERN:

Filed: _____, 197____
Deed Book _____, Page _____
Clerk's # _____

KNOW ALL MEN BY THESE PRESENTS; WHEREAS, Palmland Development Corp. is the owner of the certain parcels of land lying and being in the County of Palm Beach, State of Florida, to-wit:

The East 1/2 of Section 1, Township 46 South, Range 42 East, Palm Beach County, Florida, LESS the following described parcels:

- (1) The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 1.
- (2) The West 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 1.

AND WHEREAS, the said corporation desires that all of said property above described be subject to like restrictions for the mutual benefit and protection of itself and persons, both natural and corporate who may hereafter purchase or acquire any interest in said property, or any portion thereof.

NOW THEREFORE, IN CONSIDERATION of the premises, Palmland Development Corp., the owner of all the properties hereinabove described, does hereby declare said properties to be subject to the following restrictions, reservations and conditions, and binding upon this corporation and upon each and every person and corporation who or which shall hereafter become the owner of any of said property, their heirs, successors and assigns to-wit:

A. PALMLAND DEVELOPMENT CORP., its successors and assigns, will not construct more than 6,700 residential dwelling units on the lands hereinabove described

The covenant in this Paragraph A shall not be enforceable against purchasers of property containing a residential dwelling unit or units. It is the specific intent of this covenant that it limit the developer in the number of residential units which he may con-

Prepared By: J. Penimore Cooper
Suite 720 Hartford
Midg
Orlando, Florida

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return to: David D. Cantola
Post Office Box 26
Boynton Beach, Florida 33435

NOTARIZED COPY

EXHIBIT "N"
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

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struct on the above property. It is not the intent of this covenant that an individual owner of residential units already constructed be put on inquiry as to whether more or less than the prescribed number of residential units have been constructed on said lands.

B. PALMLAND DEVELOPMENT CORP., its successors and assigns, will construct only one-story structures on Parcels 1, 2, 3, and 4, more particularly described as follows:

PARCEL 1

A parcel of land in Section 6, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows: Commence at the NE corner of said Section 6; thence run S 00° 33' 16" W along the East line of said Section 6 a distance of 40.02 feet; thence run S 88° 34' 06" W along a line 40 feet South of and parallel to the North line of said Section 6 a distance of 753.45 feet to the Point of Beginning of a parcel of land hereinafter described; thence continue S 88° 34' 06" W a distance of 2000 feet; thence run S 00° 33' 16" W a distance of 655.14 feet; thence run N 88° 46' 47" E a distance of 1019.16 feet; then N 74° 44' 37" E a distance of 82.46 feet; thence N 88° 46' 47" E a distance of 901.21 feet; thence N 00° 33' 16" E a distance of 642.52 feet to the Point of Beginning.

PARCEL 2

A parcel of land in Section 6, Township 46 South, Range 43 East and Section 1, Township 46 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows: Commence at the NE Corner of said Section 6; thence run S 00° 33' 16" W along the East line of said Section 6 a distance of 40.02 feet; thence S 88° 34' 06" W a distance of 2753.45 feet to the Point of Beginning of a parcel of land hereinafter described; thence continue S 88° 34' 06" W a distance of 2664.19 feet along a line 40 feet South of and parallel with the North line of said Section 6, to a point of intersection on the West line of said Section 6 and the East line of said Section 1; thence in Section 1 along a line 40 feet South of and parallel with the North line of Section 1, N 88° 57' 46" W a distance of 1356.74 feet; thence S 00° 17' 50" W a distance of 641.7 feet; thence S 88° 48' 31" E a distance of 1352.39 feet to a point

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of intersection with the East line of said Section 1 and the West line of said Section 6; thence N 88° 46' 47" E, in Section 6 a distance of 2646.85 feet; thence N 00° 35' 16" E a distance of 655.14 feet to the Point of Beginning.

PARCEL 3

A Parcel of land in Section 1, Township 46 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows: Commence at the NW corner of the East 1/4 of said Section 1; thence S 00° 05' 39" E along the West line of the East 1/4 of said Section 1 a distance of 40.01 feet to the Point of Beginning of a parcel of land hereinafter described: thence continue S 00° 05' 39" E a distance of 637.60 feet; thence S 88° 48' 31" E a distance of 676.23 feet; thence N 00° 06' 05" E a distance of 639.39 feet; thence run N 88° 57' 46" W along a line 40 feet south of and parallel to the North line of said 1 a distance of 678.37 feet to the Point of Beginning.

PARCEL 4

A PARCEL OF LAND in Section 1, Township 46 South, Range 42 East, Palm Beach County, Florida described as follows: Commence at the NW Corner of the East 1/4 of said Section 1; Thence South 00° 05' 39" East along the West line of the East 1/4 of said Section 1 a distance of 737.62 feet to the Point of Beginning of a parcel of land hereinafter described; Thence continue South 00° 05' 39" East a distance of 1952.81 feet; Thence South 88° 20' 46" East a distance of 877.05 feet; Thence North 01° 13' 37" West a distance of 490.32 feet to a point of curvature whose center bears North 04° 44' 20" East a distance of 241.22'; Thence along the arc of the curve concave to the right run Northwestwardly through a central angle of 85° 10' 01" along the arc a distance of 358.56 feet to a point of tangency; thence North 00° 05' 39" West a distance of 1185.60 feet; thence North 44° 27' 05" West a distance of 69.91 feet; Thence North 88° 48' 31" West a distance of 597.33 feet to the Point of Beginning.

C. In addition to the 6,700 residential dwelling units referred to in Paragraph A above, PALMLAND DEVELOPMENT CORP., its successors and assigns, will construct a maximum of 200 motel and hotel rental rooms on Parcel 22, together with all

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accessory uses incidental thereto. Parcel 22 is more particularly described as follows:

A Parcel of land in Section 6, Township 46 South, Range 43 East, Palm Beach County, Florida, described as follows: Commence at the NE Corner of said Section 6; thence S 00° 33' 16" W along the East line of said Section 6 a distance of 40.02 feet; thence S 88° 34' 06" W along a line 40 feet South of and parallel to the North line of said Section 6 a distance of 53.03 feet to the Point of Beginning of a parcel of land hereinafter described; thence continue S 88° 34' 06" W a distance of 700.42 feet; thence S 00° 33' 16" W a distance of 642.52 feet; thence N 88° 46' 47" E a distance of 700.34 feet; thence N 00° 33' 16" E along a line 53 feet West of and parallel to the East line of said Section 6, a distance of 645.10 feet to the Point of Beginning.

D. PALMLAND DEVELOPMENT CORP., its successors and assigns, restrict the uses of Parcel 19 and 20, and said parcels shall not be used for the following purposes:

- Animal hospitals when all activities are conducted within the building.
- Shops for painters, plumbers, paper hangers, electricians, upholsterers and other of a similar nature. Outdoor storage yards are permitted when accessory to the above uses, provided all equipment and merchandise are enclosed behind a screen consisting of plantings or a closed or semi-closed type fence not less than five feet in height.
- Mobile Home Sales.
- Used Car Lots.
- Warehouses, wholesale commercial establishments.
- Residential uses.
- Boarding and rooming houses.
- Mortuary.

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Parcel 19 and 20 are more particularly described as follows:

PARCEL 19

A parcel of land in Section 6, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows: Commence at the SE corner of said Section 6; thence N 89° 39' 15" W along the South line of said Section 6 a distance of 53 feet; thence N 00° 33' 16" E along a line parallel with and 53 feet West of the East line of said Section 6 a distance of 110 feet to the Point of Beginning of a parcel of land hereinafter described; thence continue N 00° 33' 16" E a distance of 578.84 feet; thence N 89° 54' 45" W a distance of 1599.62 feet; thence S 00° 33' 16" W a distance of 571.62 feet; thence S 89° 39' 15" E along a line 110 feet North of and parallel with the South line of said Section 6 a distance of 1599.58 feet to the Point of Beginning.

PARCEL 20

A parcel of land in Section 6, Township 46 South, Range 43 East, Palm Beach County, Florida more particularly described as follows: Commence at the Southeast corner of said Section 6; thence North 89° 39' 15" West along the South line of said Section 6, a distance of 53 feet; thence North 00° 33' 16" East along a line parallel with and 53 feet West of the East line of said Section 6, a distance of 788.84 feet to the Point of Beginning of a Parcel of land hereinafter described; thence continue North 00° 33' 16" East a distance of 2032.91 feet; thence South 89° 25' 59" West a distance of 710.11 feet; thence South 00° 33' 16" East a distance of 2024.80 feet; thence South 89° 54' 45" East a distance of 710 feet to the Point of Beginning.

E. In the event DEL RAY DUNES purchases from PALMLAND DEVELOPMENT CORP., sixty (60) acres more or less of land as hereinafter described, said conveyance shall restrict the use of said land to a golf course. In the event of said conveyance as above described, PALMLAND DEVELOPMENT CORP., its successors or assigns, will construct no more than 6,550 residential dwelling units on the remaining land described in Paragraph A hereinabove. This covenant shall expire and be of no further force and effect six months after the date of this instrument.

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Mar 5 of 14

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The said sixty (60) acres more or less of land referred to in this paragraph are more particularly described as follows:-

A portion of the East 1/4 of Section 1, Township 46 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows: Commence at the Northwest corner of the East 1/4 of said Section 1; thence run South 0° 05' 39" East along the West line of said East 1/4 of said Section 1 a distance of 40.01 feet to the Point of Beginning of a parcel of land herein after described; thence continue South 0° 05' 39" East a distance of 2650.43 feet; thence run South 88° 20' 46" East a distance of 646.36 feet; thence run North 0° 05' 39" West a distance of 1762.37 feet to a point of curvature of a curve concave to the right having as its elements a radius of 250 feet through a central angle of 91° 17' 09" along the arc a distance of 398.31 feet to a point of tangency; thence South 88° 48' 33" East a distance of 1124.56 feet; thence North 0° 05' 39" East a distance of 642.99 feet; thence North 88° 57' 46" West along a line 40 feet South of and parallel to the North line of said Section 1 a distance of 2030.72 feet to the Point of Beginning.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Palmland Development Corp., has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year so stated below.

PALMLAND DEVELOPMENT CORP.

ATTEST:

[Signature]
Secretary

By: *[Signature]*
President



Signed, sealed and delivered in the presence of:
[Signature]
[Signature]

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared IRVING RUBIN and SYDELLE RUBIN, well known to me to be the President and Secretary respectively of the corporation named in the foregoing Notice of Restrictions, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 5th day of JULY, 1973.



Michael P. Church
NOTARY PUBLIC
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 22, 1977
Bonded by American Fire & County Co.

210210 ME 579

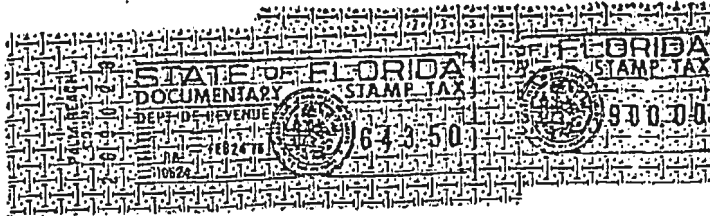
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WARRANTY DEED

THIS SPECIAL WARRANTY DEED Made this 24th day of February, 1976, by CANAL 30, INC., a Florida corporation ("Grantor"), whose post office address is c/o Charter Advisory Company, 47 West Forsyth Street, Jacksonville, Florida 32202, to PALMLAND DEVELOPMENT CORP., a Florida corporation ("Grantee"), whose post office address is 3625 Congress Avenue, Boynton Beach, Florida 33435;

WITNESSETH:

GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the following property (the "Property"):

- (1) All that certain land (the "Land") situate in Palm Beach County, Florida, more particularly described in Exhibit "A" annexed hereto and made a part hereof for all purposes;
- (2) All improvements of any nature whatsoever situate on the Land;
- (3) All rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages, appurtenances, reversions, remainders, riparian or littoral rights, belonging or in anywise appertaining to the Land and any improvements thereon; and
- (4) All right, title and interest of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the Land.

TO HAVE AND TO HOLD the Property in fee simple forever subject to the matters, if any, set forth on Exhibit "A" as the "Permitted Title Exceptions."

AND Grantor hereby covenants with Grantee that subject to the matters, if any, set forth on Exhibit "A," Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through and under Grantor, but not otherwise.

AS TO the parcel of land described in Exhibit "A" hereto as the Recreational Parcel (hereinafter called the "Recreational Parcel"), Grantee for itself, its successors and assigns, hereby covenants and agrees with Grantor that:

- (a) The use which shall hereafter be made of the Recreational Parcel shall be restricted and limited to recreational purposes for the use and benefit of the present and future owners (and the families, guests, invitees and lessees) of (i) condominium units of CHARTER WORLD I, a Condominium, according to the Declaration

THIS INSTRUMENT PREPARED BY:
ERNEST L. DUNCAN, JR., ESQUIRE
500 BARNETT BANK BUILDING
JACKSONVILLE, FLORIDA 32202

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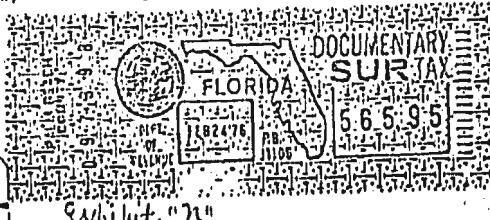


Exhibit "A"

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76 FEB 24 PM 5:00

TTT

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66-92

of Condominium recorded in Official Record Book 2423, Page 1408, Public Records of Palm Beach County, Florida, (ii) owners of condominium units or other residences hereafter in existence on those parcels of land described in Exhibit "A" hereto as "Condominium Parcel B," "Condominium Parcel C" and "Condominium Parcel D", and (iii) owners of condominium units or other residences now or hereafter in existence on such other lands as Grantee, its successors and assigns, may hereafter designate, which said recreational purposes shall include, by way of example but are not limited to, the construction, use and enjoyment of facilities such as a clubhouse, tennis courts, shuffleboard courts, swimming pools, playgrounds, picnic areas and similar facilities as Grantee and/or the future owners of the Recreational Parcel may from time to time deem appropriate; provided, that nothing herein shall be deemed to obligate Grantee or any future owner of the Recreational Parcel to construct or build any improvements thereon, except as hereinafter provided;

(b) Not later than one (1) year after the date hereof, Grantee or its successors and assigns shall cause the Recreational Parcel to be graded and sodded or planted with grass so as to cause the Recreational Parcel to be neat and orderly in appearance; thereafter, Grantee and its successors and assigns shall perpetually maintain the Recreational Parcel and all improvements then or thereafter built, constructed or situated thereon in a neat, orderly and serviceable fashion commensurate with the uses provided for above;

(c) Grantee, its successors and assigns, shall have the right to mortgage the Recreational Parcel for the purpose of financing the construction of improvements and/or the permanent or long-term financing of the cost of such improvements; Grantee, its successors and assigns, and Grantor, together but not separately, reserve the power and authority, at the sole option and election and without obligation to subordinate these covenants and restrictions to the lien of any such mortgage;

(d) Grantee, its successors and assigns, and Grantor, together but not separately, reserve the power and authority at their sole option and election and without obligation to modify or amend these covenants and restrictions from time to time or to terminate and cancel these covenants and restrictions at any time;

(e) Grantee and its successors and assigns shall have the right to assess and charge a reasonable fee commensurate with the actual cost of operating and maintaining the Recreational Parcel and improvements thereon, if any, from time to time, to the persons entitled to the use and benefits of the Recreational Parcel, and to create and impose reasonable rules and regulations for the use and enjoyment of the Recreational Parcel by such persons; no person entitled to the use and benefit of the Recreational Parcel under these covenants and restrictions shall be denied access to the Recreational Parcel and the improvements thereon at reasonable times and in accordance with such rules and regulations unless by reason of (i) the failure or refusal to pay the fee provided for above or (ii) a violation of such rules and regulations then in effect;

(f) At no time while these restrictions and covenants remain in force and effect shall any person or party make any use of the Recreational Parcel or any portion thereof or any improvements thereon except for the purpose expressly provided for above, or purposes incident thereto;

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

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(g) These covenants and restrictions shall run with the land, shall be binding upon Grantee, its successors and assigns, and all future owners of the Recreational Parcel, (it being expressly understood and agreed that Grantee and future owners of the Recreational Parcel shall, upon conveyance of fee title thereto to a third person or party, shall be relieved and divested of all rights and obligations of Grantee hereunder, which rights and obligations shall, upon such conveyance, thereafter be binding upon and inure to the benefit of, the grantee under such conveyance), and shall inure to the benefit of and be enforceable by Grantor or by any person entitled to the use and benefits of the Recreational Parcel as herein set forth; provided, (i) that Grantor shall have no obligation to take any action whatsoever to enforce these covenants and restrictions in the event of a breach or violation thereof, and (ii) that any failure of Grantor or any other person entitled to enforce these covenants and restrictions to insist upon the strict performance and observance thereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Grantor or any other such person shall have the right thereafter to insist upon strict performance and observance of these covenants and restrictions.

GRANTEE, for itself and its successors and assigns, hereby further covenants and agrees that all improvements to be constructed on Condominium Parcels B, C and D and the Recreational Parcel shall be of a design, type and quality which is reasonably consistent with the then-existing improvements on Section 6 of Township 46 South, Range 43 East, and the East one-half (1/2) of Section 1, Township 46 South, Range 42 East, and shall comply with all applicable zoning, building and land use laws and ordinances. For a period of five (5) years after the date hereof, Grantee (or the then-owners of such property or any part thereof on which improvements are to be placed or constructed) shall submit to Grantor the plans and specifications for all improvements which are proposed to be placed, built or constructed on said property, not less than thirty (30) days prior to the commencement of construction of such proposed improvements. Grantor shall, within fifteen (15) days after receipt of such plans and specifications, either (i) approve such plans and specifications, or (ii) make written objection to such plans and specifications and/or proposed improvements on the grounds that such plans and specifications do not reasonably comply with or reasonably conform to the requirements of this covenant (or, as to the Recreational Parcel, that such plans and specifications and/or proposed improvements do not reasonably comply with or reasonably conform to the requirements of the covenants and restrictions hereinabove set forth and/or that the construction and/or use of such proposed improvements would violate the permitted uses of the Recreational Parcel provided for in the covenants and restrictions hereinabove set forth) specifying the grounds for such objection. Grantor's approval or objections to such plans and specifications and/or proposed improvements shall be in writing and shall be made to the person or party submitting such plans and specifications to Grantor. Grantor's failure to either approve or object to such plans and specifications and/or proposed improvements within fifteen (15) days after receipt thereof shall constitute approval of such matters by Grantor.

IN THE EVENT any one or more of the covenants herein set forth shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants shall in no way be affected, prejudiced or disturbed thereby.

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OFFICIAL RECORD PAGE 2510 1641-A
 FEB 2 10 14

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

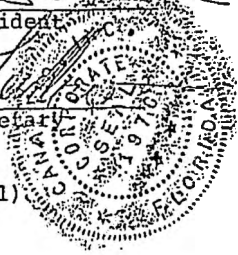
[Handwritten signatures]

CANAL 30, INC.

By: *[Signature]*
Its Vice-President

ATTEST: *[Signature]*
Its Asst. Secretary

(Corporate Seal)

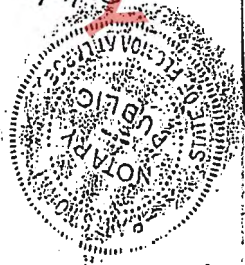


STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of February, 1976, by Lloyd Smith, III and R.S. Ludlow, as Vice President and Asst Secretary, respectively, of CANAL 30, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public
State of Florida at Large
My Commission Expires: 3/14/76



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EXHIBIT "A"

The following lands lying, being and situate in Palm Beach County, Florida, to-wit:

CONDOMINIUM PARCEL B:

Tract "B" of CHARTER WORLD, according to the Plat thereof, as recorded in Plat Book 31, at page 21, Public Records of Palm Beach County, Florida;

LESS, however, all that portion of said Tract "B" of CHARTER WORLD lying within the following described parcel, to-wit: Commencing at the southeast corner of Tract "A" of CHARTER WORLD, Plat Book 31, page 21, Public Records of Palm Beach County, Florida, thence run North 1°13'13" West, 330.17 feet along the east line of said Tract "A," to the point of beginning; thence continue along the last described course 1.50 feet to a point; thence run South 88°46'47" West 50.00 feet to a point; thence run North 1°13'13" West 100.00 feet to a point; thence run North 88°46'47" East 100.00 feet to a point; thence run South 1°13'13" East 101.50 feet to a point; thence run South 88°46'47" West 50.00 feet to the point of beginning.

CONDOMINIUM PARCEL C:

Tract "C" of CHARTER WORLD, according to the Plat thereof, as recorded in Plat Book 31, at page 21, Public Records of Palm Beach County, Florida.

CONDOMINIUM PARCEL D:

Tract "D" of CHARTER WORLD, according to the Plat thereof, as recorded in Plat Book 31, at page 21, Public Records of Palm Beach County, Florida.

COMMERCIAL PARCEL A:

A parcel of land lying in Section 6, Township 46 South, Range 43 East; Palm Beach County, Florida and more particularly described as follows:

Commencing at the northeast corner of said Section 6; thence run South 0°33'16" West along the east line of said Section 6, a distance of 40.02 feet; thence run South 88°34'06" West along a line 40 feet south of and parallel to the north line of said Section 6, a distance of 53.03 feet to the point of beginning of the herein described parcel; thence continue along the last described course 340.00 feet to a point; thence run South 1°13'13" East a distance of 243.81 feet to a point; thence run North 88°46'47" East a distance of 332.41 feet to a point; thence run North 0°33'16" East along a line 53.0 feet west of and parallel to the east line of said Section 6, a distance of 245.19 feet to the point of beginning and containing 1.886 acres more or less.

COMMERCIAL PARCEL B:

A parcel of land in Section 6, Township 46 South, Range 43 East, Palm Beach County, Florida, described as follows:

Commence at the northeast corner of said Section 6; thence South 0°33'16" West along the east line of said Section 6 a distance of 40.02 feet; thence run South 88°34'06" West along a line 40 feet south of and parallel to the north line of said Section 6 a distance

of 53.03 feet to the point of beginning of a parcel of land herein described; thence continue 88°34'06" West a distance of 640.42 feet; thence run South 1°13'13" East a distance of 642.43 feet; thence run North 88°46'47" East a distance of 620.44 feet; thence run North 0°33'16" East along a line 53 feet west of and parallel to the east line of said Section 6, a distance of 645.10 feet to the point of beginning; less and except approximately 1.9 acres of the northeast corner of the above described parcel, more particularly described as follows:

Beginning at the northeast corner of the above described parcel; thence run South 88°34'06" West along a line 40 feet south of and parallel to the north line of Section 6, a distance of 340.00 feet; thence run South 1°13'13" East a distance of 243.81 feet to a point; thence run North 88°46'47" East a distance of 332.41 feet to a point; thence run North 0°33'16" East along a line 53 feet west of and parallel to the east line of Section 6, a distance of 245.19 feet to the point of beginning and containing 7.467 acres more or less.

RECREATIONAL PARCEL:

Beginning at the Southwest corner of Tract "A" of CHARTER WORLD, Plat Book 31, at page 21, Public Records of Palm Beach County, Florida; thence run North 88°46'47" East along the South line of Tract "A," Tract "B," and Tract "C," of CHARTER WORLD, Plat Book 31, at page 21, a distance of 1071.02 feet to a point; thence run South 1°13'13" East along the West right-of-way line of Charter Drive, 150.00 feet to a point; thence run South 88°46'47" West, 1075.67 feet to a point; thence run North 0°33'16" East, 150.07 feet to the point of beginning and containing 3.696 acres more or less.

PARCEL DESIGNATIONS REFERRED TO ABOVE (e.g., CONDOMINIUM PARCEL B, RECREATIONAL PARCEL, etc.) ARE USED FOR REFERENCE PURPOSES ONLY AND ARE NOT TO BE CONSIDERED TO BE A RESTRICTION ON USE IN ANY WAY OR MANNER WHATSOEVER.

SECTION 2510 PAGE 1644

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PA 10.13 01-14

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 1976, and any taxes and assessments levied or assessed subsequent to the effective date hereof.
2. Easement Deed dated May 17, 1974 in favor of the City of Boynton Beach, filed May 22, 1974 in O. R. Book 2308, at Page 162, of the Public Records of Palm Beach County, Florida.
3. Restrictions, reservations, and covenants as contained in instrument recorded in O. R. Book 2210, at Page 573, of the Public Records of Palm Beach County, Florida; exclusive of covenant re Del Ray Dunes purchase option recited in paragraph "E", on numbered page 5, of said instrument.
4. Easement in favor of Florida Power and Light Company, as per instrument recorded in O. R. Book 2407, at Page 1288, of the Public Records of Palm Beach County, Florida.
5. Restrictions, reservations, and easements as contained and shown on the Plat of CHARTER WORLD, according to the Plat thereof, as recorded in Plat Book 31, at Page 21, of the Public Records of Palm Beach County, Florida.
6. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, deficiencies in quantity of ground, and any matters not of public record which would be disclosed by an accurate survey and inspection of the premises.

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REC-2510 PAGE 1645

Recorded by U R 825 H
 Record verified
 Palm Beach County, Fla.
 John H. Booth
 Clerk Circuit Court

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EXHIBIT "O"

UNDIVIDED SHARE IN THE COMMON ELEMENTS,
COMMON SURPLUS AND COMMON EXPENSES

1. There are 16 Units in Phase 1. When the first phase is completed, each Unit will own an undivided share in the common elements and common surplus and will bear an undivided share of the common expenses as follows:

Each Unit equals 6.25%

2. There are 18 Units in Phase 2. When the second phase is completed, there will be 34 Units in the Condominium and each Unit will own an undivided share in the common elements and common surplus and will bear an undivided share of the common expenses as follows:

Units 1A, 1B through 13A, 13B	2.9412%
Units 14A, 14B through 17A, 17B	2.9411%

3. There are 20 Units in Phase 3. When Phase 3 is completed, there will be 54 Units in the Condominium and each Unit will own an undivided share in the common elements and common surplus and will bear an undivided share of the common expenses as follows:

Units 1A, 1B through 14A, 14B	1.8519%
Units 15A, 15B through 27A, 27B	1.8518%

EXHIBIT "O" TO DECLARATION OF CONDOMINIUM OF
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

OFF REC 3103 PG 1681

OFF REC 3103 PG 1682

ESTIMATED OPERATING BUDGET
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

	Phase 1 (16 Units)			Phase 2 (34 Units)			Phase 3 (54 Units)		
	Monthly	Quarterly	Annually	Monthly	Quarterly	Annually	Monthly	Quarterly	Annually
1. Lawn Service	200	600	2400	425	1275	5100	675	2025	8100
2. Building Maintenance	80	240	960	170	510	2040	270	810	3240
3. Insurance, liability & common area	100	300	1200	215	645	2580	340	1020	4080
4. Master T.V. Antenna	100	300	1200	215	645	2580	340	1020	4080
5. Refuse Removal	64	192	768	136	408	1632	216	648	2592
6. Utilities	40	120	480	85	255	1020	135	405	1620
7. Supplies	40	120	480	85	255	1020	135	405	1620
8. Recreation Association Expenses*	220	660	2640	470	1410	5640	740	2220	8880
9. Audit, Accounting and Legal	20	60	240	44	132	528	64	192	768
10. Contingency Reserve Fund	46	138	552	90	270	1080	145	435	1740
11. Miscellaneous	34	102	408	71	213	852	126	378	1512
	<u>944</u>	<u>2832</u>	<u>11328</u>	<u>2006</u>	<u>6018</u>	<u>24072</u>	<u>3186</u>	<u>9558</u>	<u>38232</u>

*The Recreation Association Expenses are incurred by maintenance of the 3 recreation areas presently owned by the Recreation Association which include the pool, shuffleboard courts and putting greens. These expenses are incurred by the Recreation Association and are collected by the Condominium Association and remitted to the Recreation Association in bulk.

EXHIBIT II

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UNIT OWNER'S SCHEDULE OF ASSESSMENTS
CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE

When Phase 1 is completed, the assessments for all Units in Phase 1 will be 6.25 % for each Unit.

When Phase 2 is completed, the assessments will be as follows:

Units 1A & 1B through Units 13A & 13B, inclusive,	2.9412%
Units 14A & 14B through Units 17A & 17B, inclusive,	2.9411%

When Phase 3 is completed, the assessments for each Unit will be as follows:

Units 1A & 1B through Units 14A & 14B, inclusive,	1.8519%
Units 15A & 15B through Units 27A & 27B, inclusive,	1.8518%

NOTES TO ESTIMATED ANNUAL BUDGET

1. All ad valorem taxes will be paid by the individual Unit Owners pursuant to individual tax bills which cover the Unit and the proportionate share of the common elements.
2. Expenses of the Unit Owner relating to ownership of an individual Unit which are not included in the Budget include, by way of illustration, the following: electricity, telephone, contents insurance and liability insurance in the Unit, repairs and maintenance, maid service, taxes of all kinds and mortgage payments.
3. The total expenses shown on this Budget will be assessed the individual Units in accordance with the Owner's Schedule set forth above and Exhibit " " to the Declaration.
4. The proposed Operating Budget is an estimate only. The Developer has prepared the same in good faith based upon current costs. No representations or guarantees are made as to the actual operating expenses. However, Developer does guarantee a maximum monthly total assessment of \$59.00 as provided elsewhere in the Declaration.

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

OFF REC 3103 PG 1683

CHANTECLAIR VILLAS CONDOMINIUM

DEPOSIT RECEIPT AND PURCHASE AGREEMENT

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503 FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

THIS AGREEMENT, made and entered into this ___ day of ___, 19___, by and between ORLAN HOMES CORP., (hereinafter called "Seller" or "Developer"), and

(hereinafter called "Purchaser" or "Buyer")

Permanent Address Street City State Zip Code
Phone Number (Area Code) Number
Local Address Street City State Zip Code
Phone Number (Area Code) Number

WITNESSETH:

IN CONSIDERATION of the premises and the mutual covenants contained herein, the parties agree as follows:

1. CONDOMINIUM PARCEL

Seller agrees to sell and Purchaser agrees to purchase, the following described Condominium Unit upon the terms and conditions hereinafter set forth:

Unit # ___, of Chanteclair Villas Condominium Number One (the "Condominium"), together with an undivided interest in the common elements appurtenant thereto. All of the above shall be hereinafter referred to as the "Unit" or the "Condominium Unit" or the "Condominium Parcel", as the context may require. The Condominium Parcel shall be conveyed subject to the Declaration of Condominium of Chanteclair Villas Condominium Number One and other items set forth in paragraph 8 of this Contract. The Condominium Parcel shall be located upon Tract B of CHARTER WORLD, according to the Plat thereof, recorded in Plat Book 31, Page 12 of the public records of Palm Beach County, Florida.

2. PURCHASE PRICE, EXTRAS AND ALLOWANCES

Table with 2 columns: Description and Amount. Rows include: The base purchase price for the Condominium Unit shall be \$, Plus Extras (See Exhibit "A") \$, Less Allowances and Credits (See Exhibit "A") \$, Total Purchase Price \$.

The total purchase price shall be paid as follows:

Table with 2 columns: Description and Amount. Rows include: Initial deposit due upon execution of this Agreement \$, Additional deposit on or before \$, Assumption of a 1st mortgage at prevailing rate & terms \$, Cash due at closing of this transaction by cash or cashier's check, subject to prorations and adjustments \$, Total Purchase Price \$.

3. APPLICATION FOR APPROVAL

Simultaneously with the execution of this Contract, Purchaser shall complete and sign application forms (the "Application") furnished by the Seller in order that Seller may consider Purchaser's acceptability as a Condominium

OFF REC 3103 PG 1684

EXHIBIT III

Parcel Owner. If title to the Condominium Parcel is to be in the name of a corporation, the President or other designee of such corporation shall be deemed to be the person who will occupy the Condominium Parcel, and such person shall be investigated as though he were the Purchaser. The Seller shall not be accountable, nor liable to any person for its decision in accepting or rejecting a Purchaser. All information from Purchaser shall be received in confidence and there shall be no divulging of the same to anyone other than necessary agents aiding in the investigation of the Purchaser, including the Purchaser. The Purchaser hereby specifically authorizes the Seller to make such investigation and agrees to hold the Seller harmless therefrom. Should Seller disapprove Purchaser's application, Seller shall notify Purchaser of same within twenty (20) days after the date of completion of the Application and shall return to Purchaser any monies deposited by Purchaser hereunder, whereupon this Contract and all rights and obligations hereunder shall have no further legal force and effect. If Purchaser is not so notified, this Contract shall be binding on both parties hereto and in full force and effect.

4. CONDOMINIUM DOCUMENTS

All of the required statutory information concerning this Condominium (the "Condominium Documents") have been delivered to the Purchaser prior to execution of this Contract, receipt of which is hereby acknowledged by Purchaser, and the Condominium Documents are incorporated herein by reference. The term "Condominium Documents" includes all documents as described on the Receipt for Condominium Documents executed by Purchaser. The Condominium Documents may be changed, if necessary, to meet the requirements of a mortgagee, public authority, title insurance company, or in the best interests of the Condominium Association at the Seller's discretion. It is understood and agreed, however, that no changes will be made that would materially affect the rights of the Purchaser or the value of the Condominium Parcel without obtaining the approval of Purchaser, or allowing the statutory right of cancellation to begin again as set forth in paragraph 9B below. Purchaser agrees to be bound by the terms of the Condominium Documents and to acquire the Condominium Parcel subject thereto and to execute any documents required to implement the same, including the Warranty Deed described in paragraph 8 herein.

5. DEFAULT

A. In the event the Purchaser fails or refuses to complete and to deliver promptly all of the necessary instruments and papers requested by the Seller, or fails or refuses to pay on time any payments set forth in this Contract, including both the payments on the Purchase Price and all other payments, or in any other way fails or refuses to perform this Contract, Seller may give the Purchaser written notice to cure such default within seven (7) days from the receipt of such notice. If Purchaser shall fail to cure such default within such seven (7) day period, the Seller may at its unrestricted option either: (1) seek specific performance of the Contract; or (2) terminate the Contract and all rights of Purchaser thereunder and retain all deposit monies paid to date as agreed upon and liquidated damages and in full settlement for any claim or damages. All parties recognize the impossibility of determining the Seller's damages if Purchaser defaults. In the event any litigation is commenced as a result of this Contract and Seller prevails in such litigation, the Purchaser shall also be liable for Seller's attorneys' fees and costs resulting therefrom, which attorneys' fees shall include, but not be limited to, attorneys' fees incurred through and including appellate levels.

B. If Seller defaults in the performance of the Contract, Purchaser may give Seller written notice to cure such default within seven (7) days after receipt of such notice, and if Seller shall fail to cure within such period, Purchaser's sole remedy shall be to cancel this Contract

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and be entitled to a refund of all monies paid hereunder in which event this Contract shall be terminated and neither party shall have any claim against the other.

C. The foregoing provisions regarding Purchaser's default and Seller's remedies shall also apply in the event Purchaser fails to complete all papers requested by the mortgagee or to pay all closing costs of the mortgage.

6. CONSTRUCTION

Purchaser acknowledges that the Condominium Parcel as purchased shall include kitchen appliances and plumbing fixtures as shown in the model apartments or their equal, and that the Condominium Parcel shall be coated with two coats of paint. All other furnishings, fixtures, moldings or other decorating improvements appearing in the model apartments are not included in the Condominium Parcel herein purchased. Purchaser shall not enter upon the Condominium project or related facilities areas, except the model apartments or sales offices, until after the Purchaser has taken possession of the subject Condominium Parcel; Provided, however, that Purchaser shall have a right to inspect the completed Condominium Parcel prior to closing, at such date and time as specified by Seller.

7. WARRANTIES OF CONDOMINIUM PARCELS

At closing, Seller shall give Purchaser a warranty as to construction and warranties from appliance manufacturers. There are no other warranties given to Purchaser, and these warranties are given in lieu of all other obligations, liabilities and warranties, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

8. WARRANTY DEED, TITLE AND TITLE INSURANCE

A. Seller covenants and agrees that the conveyance of the Condominium Parcel shall be by a statutory form Warranty Deed, in such form as may be approved by a mortgage lender or a title insurance company doing business in the State of Florida, which the Purchaser shall sign with the Seller.

B. The Condominium Parcel being conveyed hereunder shall be conveyed subject to the following: (a) terms, conditions, covenants and provisions of the Condominium Documents; (b) zoning regulations and ordinances; (c) real estate taxes; (d) facts shown on the survey and plot plan to be attached to the Declaration of Condominium; and (e) all reservations, restrictions and easements of record and easements referred to in the Condominium Documents; and (f) the lien of an assumable first mortgage which will be satisfied at closing if Buyer pays all cash.

C. This Contract is and will be subject and subordinate to the liens of any mortgage on the Condominium property of the Condominium; Provided, however, that the Seller shall cause any such mortgage to be discharged of record as to the herein described Condominium Parcel or it will be assumed by Buyer contemporaneously with the delivery or recording of the Warranty Deed to the Condominium Parcel. The acceptance of the Warranty Deed by the Purchaser shall be deemed to be acceptance of full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Contract, except obligations under written construction warranties.

D. A policy of title insurance covering the Condominium Parcel and improvements constructed thereon shall be delivered to Buyer at the closing of this transaction. In the event of a new institutional first mortgage in connection with the closing of this transaction, mortgagee title insurance

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shall also be provided by Seller. Title insurance shall be written on a title insurance company authorized to do business in the State of Florida.

9. CLOSING

A. Closing of this sale, including payment in full of balance of funds due as shown on Seller's Closing Statement and the execution of necessary documents and acknowledgments by the Buyer and the Buyer's spouse, if married, shall take place at the Seller's place of business, or such office as designated by Seller, upon ten (10) days written notice from Seller to Purchaser. If a Unit is completed as of the date of this Agreement, the closing shall take place within thirty (30) days from date of this Agreement. Quarterly assessments for Condominium Association expenses and Recreation Association expenses shall commence at the date of closing set by Seller, or the date of occupancy, whichever shall first occur. Seller shall not be responsible for any reasonable delays in the date of closing. In the event the Buyer shall find it inconvenient to attend closing at the place designated by Seller within the time herein specified, then Seller may request that the closing be effected by mail and Purchaser shall in such case promptly make the remittance, executions, acknowledgments and other necessary responses by correspondence as shall be required of him in order that closing may be so effected.

B. Seller will convey good and marketable or insurable fee simple title by general warranty deed, subject to the items set forth in paragraph 8 above. Taxes, insurance and other proratable items shall be prorated as of date of closing as set by Seller or occupancy, whichever shall first occur.

C. Buyer shall pay at closing, in addition to the purchase price of the Unit, a sum equal to one percent (1%) of the purchase price of the Unit as closing expenses, which sum shall cover all documentary stamps, surtax stamps, costs of recording deed and other purchase documents and the cost of an owner's title insurance policy and any mortgagee title insurance policy required by the bank and any evidence of title. Buyer may be granted a credit if Buyer purchases title insurance from another title insurance agent or organization in the amount at which Seller's title insurance agent would have charged Seller for the issuance of such title insurance policy.

D. In the event closing is not completed within five (5) days from the date noticed for closing, Buyer shall pay Seller ten percent (10%) per annum on the unpaid balance of the purchase price from the date noticed for closing until the actual closing occurs and the full monies are received by Seller, unless such delay is caused by Seller.

E. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

10. CONDOMINIUM ASSOCIATION WORKING CAPITAL

At the closing of this transaction, Buyer shall be required to make a \$200.00 cash contribution to the working capital of the Condominium Association to be used for expenditures of a non-routine nature by the Condominium Association or the Recreation Association. They will not be used for any initial construction or equipping of recreation areas or common areas. This contribution may be recouped from the new owner when Buyer sells his Unit.

OFF REC 3103 PG 1687

11. MISCELLANEOUS PROVISIONS

A. Purchaser shall not record this Contract among the Public Records of Palm Beach County, Florida. The recording by Buyer of this Contract shall constitute a default by Buyer.

B. Seller warrants that the Condominium Parcel has not been occupied.

C. All notices pursuant to this Contract shall be by registered or certified mail, return receipt requested, addressed to Purchaser or Seller, as the case may be, at the address shown on Page 1.

D. Buyer warrants that the sale was made by Seller's personnel and Buyer agrees to indemnify Seller against any claim of real estate brokers or agents commissioned by or acting on behalf of Buyer for commissions relating to the sale.

E. In the event the Buyer shall deliver to the Escrow Agent the written notice of cancellation within the time specified in paragraph 9E of this Contract, the Buyer shall be entitled to receive back the deposit described in paragraph 2 of this Contract (the "Deposit"). In the event the written notice of cancellation is not within the time specified in paragraph 9E, then the Seller shall have the right to utilize the Deposit in accordance with the terms of the Contract. The Escrow Agent, James B. Chaplin, Esq., Suite 510, 800 East Broward Boulevard, Fort Lauderdale, Florida 33301, shall hold these Deposits in escrow in accordance with this Agreement and they cannot be used in the development and/or construction of the Condominium. The Buyer may obtain a written receipt for the Buyer's Deposit from the Escrow Agent, upon request.

F. All understandings and agreements had between the parties are merged into this Contract, which fully and completely expresses the parties' agreement. This Contract may not be changed or terminated orally and shall inure to the benefit of and shall be binding upon the parties hereto, their respective heirs, executors and assigns; Provided, however, this Contract shall not become binding upon Seller until approved pursuant to Article 3 hereof. This Contract may not be assigned by the Buyer without express written consent of the Seller.

G. The estimated date of completion of the Condominium Unit which is the subject matter of this Agreement is _____, 19__.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective hands and seals on the day and year set forth below as to each party.

Witnesses:

Purchaser

Purchaser

Dated: _____

Receipt of deposit in the sum of \$ _____ is hereby acknowledged.

ESCROW AGENT:

JAMES B. CHAPLIN, ESQ.

This Contract for Purchase and Sale is approved.

Witness as to Seller ORLAN HOMES CORP.

By: _____

OFF REC 3103 PG 1688

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into between ORLAN HOMES CORP., a Florida corporation (hereinafter called "Developer"), and LUNNY AND CHAPLIN, Attorneys at Law, 510 Cumberland Building, 800 East Broward Boulevard, Fort Lauderdale, Florida, (hereinafter called "Escrow Agent").

WHEREAS, the Developer is seeking to reserve for sale certain Units in CHANTECLAIR VILLAS, a condominium located in Palm Beach County (hereinafter referred to as the "Development"), and desires that Escrow Agent hold certain refundable deposit monies (hereinafter called "Deposit Monies"), received by Developer from prospective purchasers in order to protect the purchasers at this Development (which prospective purchasers are hereinafter referred to as "Prospective Purchasers"); and

WHEREAS, the Escrow Agent has agreed to act as escrow agent for the Deposit Monies paid by Buyers pursuant to nonbinding Contracts for Reservation (sample copy attached as Exhibit "A"), entered into by Developer and Buyers (which agreements are hereinafter referred to as "Contracts"), and on the terms and conditions now about to be set forth.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and lawful consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Escrow Account.

A. Escrow Agent hereby accepts its designation to act and serve as Escrow Agent for the Development, subject to all of the rights and privileges appertaining unto such office, and subject to the obligations incident thereto.

B. Contemporaneously herewith Escrow Agent shall open a separate account to hold only deposits presented pursuant to this Agreement (which separate account is hereinafter referred to as the "Account"). Developer shall deliver certain Deposit Monies received by it pursuant to Contracts and Escrow Agent shall deposit only such Deposit Monies in the Account. Developer shall deliver to Escrow Agent a copy of the Contract pursuant to which Developer received payment of the Deposit Monies being delivered therewith. Escrow Agent shall keep accurate records of the Account.

C. Upon written request from a Prospective Purchaser, Escrow Agent shall deliver to him a receipt for his Deposit Monies.

2. Disbursement of Deposit Monies.

Escrow Agent agrees to hold all Deposit Monies in escrow in the Account subject to and in accordance with the following terms and conditions:

A. Prior to the execution of a Contract for Purchase and Sale by the Prospective Purchasers, Escrow Agent shall refund the Deposit Monies to the Prospective Purchasers upon the written request of such Prospective Purchasers or of Developer.

B. Upon receipt of an executed copy of the Contract for Purchase and Sale, Escrow Agent shall disburse to Developer the Deposit Monies with respect to such Contract in accordance with written instructions from Developer. At this time, said deposit monies shall be applied as part of the down payment.

3. Liability of Escrow Agent; Disclaimer.

Escrow Agent shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution or validity of any instrument involved in this escrow, nor as to the identify, authority or

OFF REC 3103 PG 1690

rights of any person executing the same; nor as to the sufficiency of the title to the property to be conveyed; and its duties hereunder shall be limited to the safekeeping of such money, monies, instruments or other documents received by it as such escrow holder, and for the disposition of the same in accordance with the written instructions accepted by it in this escrow.

4. Disputes.

In the event of a dispute hereunder, Escrow Agent shall, at its option, either tender said deposit to the registry of the court or disburse same in accordance with the court's ultimate disposition of the cause and Escrow Agent shall be entitled to its reasonable attorney's fees and court costs in accordance with the Contract.

5. Term of Agreement.

A. This Agreement shall remain in effect for the duration of the calendar year in which it is executed and shall be renewable for successive calendar years until such time as same is cancelled at any time during its term in either of the following manners:

1. By written notice given by Developer of cancellation of designation of Escrow Agent to act and serve in said capacity in which event cancellation shall take effect thirty (30) days after notice to Escrow Agent of such cancellation by Developer or such shorter time as Developer shall specify in such notice; or

2. Escrow Agent may resign as Escrow Agent at any time upon given notice to Developer of its desire to so resign; provided, however, that resignation of said Escrow Agent shall take effect forty-five (45) days after the giving of notice of resignation provided Developer shall have an opportunity to select and designate another bank or real estate broker or attorney to act and serve as escrow agent.

B. In the event Developer fails to designate a successor Escrow Agent within the period described hereinabove, the Escrow Agent shall have the right to deposit all funds and contracts held hereunder into the registry of an appropriate court and request judicial determination of the rights between the parties, by interpleader or other appropriate action, in which the prevailing party shall be entitled to its reasonable attorney's fees and court costs.

C. Upon termination of the duties of Escrow Agent, the Escrow Agent shall deliver any and all funds being held by it in escrow, any and all contracts or documents, and copies, if not the original, of its records while acting as Escrow Agent, to the newly appointed escrow agent designated by Developer.

6. Indemnification.

Developer agrees to defend, indemnify and hold Escrow Agent harmless of and from any claims which may be presented against Escrow Agent arising from Escrow Agent's discharge of its duties under this Agreement except in the event of Escrow Agent's willful violation of the terms of this Escrow Agreement.

7. Binding Agreement.

This Agreement shall be binding upon Developer and Escrow Agent and their respective successors and assigns.

IN WITNESS WHEREOF, Developer and Escrow Agent have caused these presents to be executed in their respective corporate names by their undersigned authorized officers and have caused their respective corporate seals to be hereto affixed the 23 day of APRIL, 1979.

Signed, sealed and delivered in the presence of:

Attest:

Paula J. Harrington
Asst. Secretary

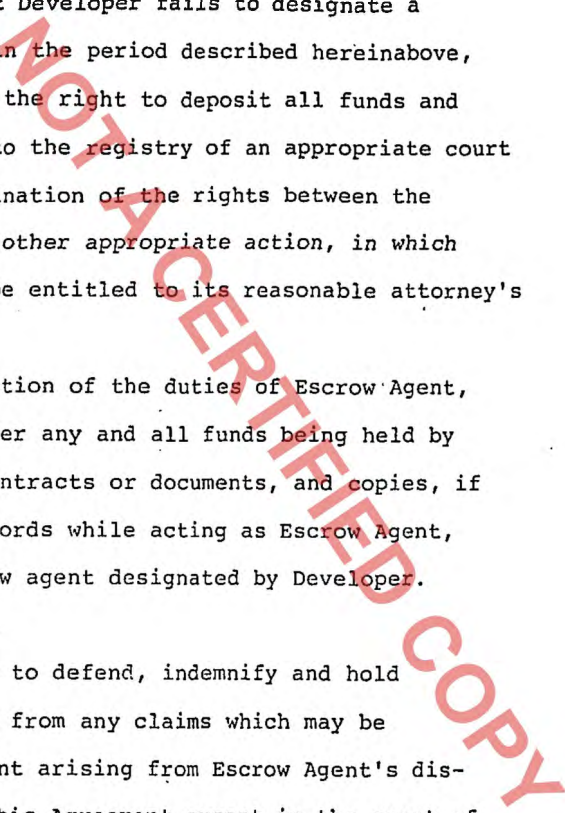
ORLAN HOMES CORP.

BY: [Signature]
(CORPORATE SEAL)

LUNNY AND CHAPLIN, Attorneys at Law

BY: [Signature]

OFF REC 3103 PG 1692



WARRANTY DEED

THIS WARRANTY DEED Made and executed this _____ day of _____, 1979, by ORLAN HOMES CORP., a Florida corporation, existing under the laws of the State of Florida, having its principal place of business at 1700 Palmland Drive, Boynton Beach, Florida, hereinafter called "Grantor, to:

whose post office address is: hereinafter called "Grantee." (Whenever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

WITNESSETH: That the Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all of that certain real property situate in Palm Beach County, Florida, to-wit:

That certain Condominium Parcel composed of Unit No. _____ together with an undivided share in the common elements appurtenant thereto in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of that certain Declaration of Condominium of CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE, and all of the exhibits and attachments thereto, as recorded in Official Records Book _____ at Pages _____ through _____ of the Public Records of Palm Beach County, Florida.

Grantee by acceptance of this Deed, accepts the covenants, conditions, restrictions, terms and provisions of the Declaration of Condominium and its exhibits and attachments and agrees to comply therewith and to be bound thereby.

This conveyance is expressly made subject to taxes for the year 19 _____ and subsequent years; restrictions, reservations and easements of record and common to the neighborhood.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appurtenanting.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good, right and lawful authority to sell and convey said lands; that Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that the land is free and clear of all encumbrances saving and excepting as above set forth.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its seal to be affixed hereto by its officers duly authorized, the day and year first above written.

CORPORATE SEAL

Attest:

ORLAN HOMES CORP., a Florida Corp.

Secretary

By: _____ (SEAL)

Signed, sealed and delivered in the presence of:

OFF REC 3103 PG 1693

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an office duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ and _____, well known to me to be the President and Secretary, respectively, of the corporation named as Grantor in the foregoing Deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1979.

Notary Public
My Commission Expires:

CERTIFIED COPY

OFF REC 3103 PG 1694

RULES AND REGULATIONSFORCHANTECLAIR VILLAS CONDOMINIUM ASSOCIATION NUMBER ONE, INC.

The Rules and Regulations hereinafter set forth shall be effective upon the issuance of a Certificate of Occupancy for the first building constructed upon a Unit in Phase 1, and shall apply to and be binding upon all Unit Owners. The Unit Owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. The Board of Directors of the Association shall have the right to make additional Rules and Regulations as may be required from time to time without consent of the Association and/or its members. However, the members, at any special or annual meeting may cancel such rules and/or establish new or other rules upon majority vote. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted. The initial Rules and Regulations are as follows:

1. The walkways, entrances, driveways and roads shall not be obstructed or used for any purpose other than ingress to and egress from the Units.
2. The exterior of the improvements constructed on the Units (hereinafter the "Improvements"), and all other areas appurtenant to them shall not be painted, decorated or modified by any Owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
3. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles may be shaken or hung from any of the windows, doors, porches, patios or entryways, or exposed on any part of the limited common elements or common elements. The limited common elements and common elements shall be kept free and clear of rubbish, debris and other unsightly material. No clothes line or similar device shall be allowed on any portion of the Condominium property nor shall clothes be hung anywhere within the Condominium property except within the Improvements. Each Owner shall keep such Improvements in a good state of preservation and cleanliness.
4. No bicycles, scooters, baby carriages, grocery carts or similar vehicles or toys or any other personal article shall be allowed to stand in any of the driveways, parking areas, or other common areas of the Condominium.
5. No Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Improvements or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners.
6. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Improvements except as shall have been approved by the Association.

EXHIBIT VI

OFF REC 3103 PG 1695

7. Each Unit Owner who plans to be absent from his Unit during the hurricane season, must prepare his Improvements prior to his departure by:

- (a) Removing all furniture, potted plants and other movable objects from his terrace or patio; and
- (b) Designating a responsible firm or individual satisfactory to the Association to care for his Unit should the Unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

8. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Improvements except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the Improvements without similar approval.

9. All garbage and refuse from the Improvements shall be contained in a tied plastic bag and deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All disposals shall be used in accordance with instructions given to the Owner by the Association.

10. Toilets, sinks, basins, tubs and all other water apparatus in the Improvements shall not be used for any other purposes other than those for which they were constructed. Any damage in lines resulting from misuse of any such apparatus shall be paid for by the Owner in whose Unit it shall have been caused or originated.

11. No Owner shall request or cause any employee of the Association to do any private business of the Owner, except as shall have been approved in writing by the Association.

12. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Improvements or the roofs thereon. All Unit Owners will use the community antenna provided by the Association.

13. The agents of the Association and any contractor or workman authorized by the Association may enter any Improvements at any reasonable hour of the day for any purpose permitted under the terms of the Declarations of Condominium, or By-Laws of the Association. Except in case of emergency, entry will be made by pre-arrangement with the Owner.

14. No vehicle belonging to an Owner or to a member of the family or guest, tenant or employee of an Owner shall be parked in such manner as to impede or prevent ready access to another Owner's driveway area. The Owners, their employees, servants, agents, visitors, licensees and the Owner's family will obey the parking regulations posted at the private street parking areas, and drives and other traffic regulations promulgated in the future for the safety, comfort and convenience of the Owners. No vehicle which cannot operate on its own power shall remain within the Condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the Condominium property. Only the types of vehicles permitted by the Declaration shall be allowed. No boats or trailers or campers will be permitted except in the garage area with the garage door fully closed.

OFF REC 3103 PG 1696

15. No business venture or profession shall be operated from a Unit.

16. Children shall be properly supervised and shall play only in designated areas. Children must be adequately supervised while using the Recreation Facilities.

17. No awning, canopy, shutter, or other projection, shall be attached to or placed upon the outside walls or doors or roof of a Unit or building without the written consent of the Board of Directors of the Association. Patios or porches may not be enclosed, which includes the screening of same nor may anything be affixed to the walls within such patios or porches or entryways except with the prior written consent of the Association, and said consent may be given as to certain Units and not given to others. Entryways may not be enclosed in any manner whatsoever.

18. No cooking shall be permitted on any porch, patio or entryway nor on the limited common elements nor on the Condominium property, except in such area, if any designated by the Board of Directors of the Association.

19. No inflammable, combustible, explosive fluid, chemical or substance, shall be kept in any Unit or limited common element assigned thereto or storage areas, except such as are required for normal household use.

20. Provisions in the nature of rules and regulations are specified in the Condominium's Declaration of Condominium.

21. Any pets allowed by the Declaration and kept by Unit Owners or their guests, invitees or family members, must be kept in such a fashion as to not constitute a nuisance or infringe on the rights of other Unit Owners. Pets must be kept on a leash at all times when outside of the individual Unit. Pet owners must take steps to curb their pets and remove any waste material from the Condominium property.

THE FOREGOING WERE DULY ADOPTED AS THE RULES AND REGULATIONS OF CHANTECLAIR VILLAS CONDOMINIUM ASSOCIATION NUMBER ONE, INC., A FLORIDA CORPORATION, NOT-FOR-PROFIT, AT THE FIRST MEETING OF THE BOARD OF DIRECTORS.

CHANTECLAIR VILLAS CONDOMINIUM ASSOCIATION NUMBER ONE, INC.

Attest:

Secretary By: _____ President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____ and _____, to me known to be the President and Secretary of CHANTECLAIR VILLAS CONDOMINIUM ASSOCIATION NUMBER ONE, INC., who, after being duly cautioned and sworn, depose and said that they executed the foregoing Rules and Regulations for the purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, 197__.

Notary Public
My Commission Expires;

OFF REC 3103 PG 1697

EXHIBIT VII

DEVELOPER'S COMMITMENT TO PHASE CONDOMINIUM

Chanteclair Villas Condominium Number One is a Phase condominium consisting of three phases, 1, 2 and 3. The first phase will be completed prior to the filing of the Declaration of Condominium of Chanteclair Villas Condominium Number One in the public records of Palm Beach County, Florida. Phase 1 consists of 16 Units which are rectangular areas of land upon which improvements will be constructed together with the adjacent common areas as shown on the Plot Plan (Exhibit B to the Declaration).

Phase 2 will consist of 18 Units together with the adjacent common areas. Phase 3 will consist of 20 Units together with the adjacent common areas. All recreation areas shown as areas A-1, A-2 and A-3, will be owned by Chanteclair Villas Recreation Association, Inc.

Developer has reserved the right to complete Phases 2 and 3 and amend the Declaration of Condominium and related documents as authorized by Florida Statutes so as to cause Phases 2 and 3, as they are completed, to share in the common elements, common surplus and common expenses with Phase 1. The type and size and number of Units in each Phase are set forth in the Prospectus. Construction of Phase 1 is scheduled to begin on or about June, 1979, and is scheduled for completion in late 1979. The total condominium project covers acres. The only impact on existing phase(s) when additional phase(s) are added to the condominium will be that the share of each Unit Owner in existing phase(s) in the common elements, common expenses and common surplus will change in accordance with Exhibit "R" to the Declaration. No additional lands other than the acres (Phases 1, 2 and 3) will be added to the condominium. In the event Phase 2 and/or Phase 3 is not begun within five (5) years from the date of filing of the Declaration in the public records and completed within six (6) years from said filing, all of Developer's rights to create additional phases in this condominium shall terminate and the then existing phase(s) shall constitute the only phase(s) of the condominium forever and the then existing share of the common elements, common surplus and common expenses shall continue permanently. Legal descriptions, surveys and plot plans of all phases are attached to the Declaration as exhibits.

EXHIBIT VII

OFF REC 3103 PG 1698

RECEIPT FOR CONDOMINIUM DOCUMENTS

WE, the undersigned, as Purchasers under a Contract for purchase and sale of a Unit in CHANTECLAIR VILLAS CONDOMINIUM NUMBER ONE located at 1700 Palmland Drive, Boynton Beach, Florida 33435, do hereby acknowledge that we have received a copy of the Condominium Documents required by Section 718.503 Florida Statutes, which include the following:

1. Prospectus
2. Form of Declaration of Condominium
3. Articles of Incorporation of Chanteclair Villas Condominium Association Number One, Inc.
4. By-Laws of Chanteclair Villas Condominium Association Number One, Inc.
5. Estimated operating budget of Chanteclair Villas Condominium Association Number One, Inc.
6. Form of Deposit Receipt and Purchase Agreement
7. Restrictive Covenants
8. Plot Plan
9. Floor Plan
10. Survey of land and Graphic Description of Improvements
11. Rules and Regulations
12. Estimated Operating Budget
13. Form of Warranty Deed
14. Escrow Agreement
15. Articles of Incorporation of Chanteclair Villas Recreation Association, Inc.
16. By-Laws of the Chanteclair Villas Recreation Association, Inc.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503 FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this _____ day of _____, 19__.

PURCHASER

PURCHASER

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

OFF REC 3103 PG 1699

EXHIBIT VIII