

DECLARATION OF CONDOMINIUM

OF

PAIM BEACH WINDEMERE, INC.

A CONDOMINIUM

Made this 8th day of November, 1978, by LINDBERG DEVELOPMENT CORP., a corporation and existing under the laws of the State of Florida.

WHEREIN the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called the Condominium Act.

1.1. Name and Address. The name by which this condominium is to be identified is PALM BEACH WINDEMERE, INC., A CONDOMINIUM, and its address is 4200 South Ocean Boulevard, South Palm Beach, Florida.

1.2. The Land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Palm Beach County, Florida,

That part of the South 100 feet of Government Lot 2, in Section 35, Township 44 South, Range 43 East, lying East of State Road A-1-A.

2. Definitions. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act, Chapter 718 Section 718.103, Florida Statutes and as follows unless the context otherwise requires:

2.1. Declaration or Declaration of Condominium, or Enabling Declaration, means this instrument, as it may be from time to time amended.

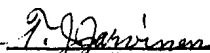
2.2. Association or Corporation, means PALM BEACH WINDEMERE, INC., A CONDOMINIUM, and its successors, a non-profit corporation, being the entity responsible for the operation of the Condominium, copies of the Articles of Incorporation and By-Laws of which corporation are annexed hereto and made parts hereof, as Exhibits C and D respectively.

2.3. By-Laws, means the By-Laws of PALM BEACH WINDEMERE, INC., A CONDOMINIUM, as they exist from time to time.

2.4. Common Elements, means the portions of the Condominium property not included in the Units.

2.5. Limited Common Elements, means and includes those Common Elements which are reserved for the use of certain Units, to the exclusion of all other units.

THIS INSTRUMENT WAS PREPARED BY


T. J. JARVINEN
508 Lake Avenue
Lake Worth, Florida 33460

Return to:

T. J. JARVINEN, ESQ.
508 Lake Avenue
Lake Worth, Florida 33460

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2.6. Condominium, means that form of ownership of Condominium property under which Units of improvements are subject to ownership by different owners, and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements.

2.7. Condominium Act, means and refers to the Condominium Act of the State of Florida (F.S. 718 Et Seq.), as same may be amended from time to time.

2.8. Common Expenses means the expenses for which the Unit owners are liable to the Association.

2.9. Common Surplus means the excess of all receipts of the Association from this Condominium, including but not limited to assessments, rents, profits and revenues on account of the Common Elements of this Condominium, over the amount of Common Expenses of this Condominium.

2.10. Condominium Property means and includes the land in a Condominium, whether or not contiguous, and all improvements thereof, and all easements and rights thereto, intended for use in connection with the Condominium.

2.11. Assessment means a share of the funds required for the payment for Common Expenses which, from time to time, is assessed against the Unit owner.

2.12. Condominium Parcel means a Unit, together with the undivided share in the Common Elements, which is appurtenant to the Unit.

2.13. Condominium Unit, means a part of the Condominium Property which is to be subject to private ownership.

2.14. Unit Owner, or Owner of a Unit, or Parcel Owner, means the owner of a Condominium Parcel.

2.15. Developer means LINDBERG DEVELOPMENT CORP., a Florida corporation, its successors or assigns.

2.16. Institutional Mortgagee means 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. The mortgage may be placed through a Mortgage or Title company.

2.17. Occupant means the person or persons, other than the Unit Owner, in possession of the Unit.

2.18. Condominium Documents means this Declaration, the By-Laws and all exhibits annexed hereto, as the same may be amended from time to time.

2.19. Apartment means the Unit as defined by the Condominium Act and also in the Definitions herein as a Condominium Unit.

3. Development Plan. The Condominium is described and established as follows:

3.1. Survey. A survey of the land showing the improvements on it is attached as Exhibit "A". Surveyor's Certificate is Exhibit "B".

3.2. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such prepared by Donald J. Della Valle, Architect, Lake Worth, Florida.

3.3. Easements are reserved through the Condominium property as may be required for utility services in order to serve the Condominium adequately; provided, however, such easements through a Unit shall be only according to the plans and specifications for the Condominium building.

3.4. Description of Apartment Units. Each Apartment Unit includes such portions of the apartment building within its boundaries as determined in the following manner:

The upper and lower boundaries of an apartment are:

Upper Boundary. The upper limits of each Apartment Unit are the lower surface of the unfinished drop ceiling or concrete ceiling slab, as the case may be.

Lower Boundary. The lower limits of each Apartment Unit are the upper surface of the unfinished concrete floor slab.

Perimetrical Boundaries:

Interior Boundaries. The center line of boundary walls between apartments.

Exterior Boundaries. The exterior of the outside walls of the Apartment Building, except where there is attached to the building a balcony, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, in which event the boundary shall be such as will include all of such structures. None of the lawns or grounds adjacent to the apartment buildings will be included within the boundaries of the apartment.

3.5. Common Elements. The general Common Elements will include that portion of the Condominium property and Appurtenances not included in the Apartment Units or the Limited Common Elements. The Limited Common Elements will include that portion of the Common Elements which constitute Reserve Parking Spaces for each unit as identified in the Declaration of Condominium and as identified as Exhibit "A". The parking spaces will be assigned pursuant to the Rules and Regulations of the Association. The General Common Elements will include the hallways and walkways of the Condominium property.

4. The Apartments. The Apartments of the Condominium are described more particularly and the rights and obligations of their owners established as follows:

4.1. Typical apartment plans. There are three typical apartment floor plans, which are designated as follows: First group - 101, 201, 301, 401, 501. Second group - 102, 202, 302, 402, 502. Third group - 103, 203, 303, 403, 503, 603. There is only one apartment of the type designated "601". These apartments are described generally below and by drawings attached as exhibits.

4.2. Apartment Numbers. For the purpose of identification, all units in the building located on said Condominium property are given identifying numbers and delineated on the Survey Exhibits, collectively identified as Exhibit "A", hereto attached and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the Condominium parcel. The apartments are located as follows:

<u>First Floor</u>	<u>Second Floor</u>	<u>Third Floor</u>
101	201	301
102	202	302
103	203	303
<u>Fourth Floor</u>	<u>Fifth Floor</u>	<u>Sixth Floor</u>
401	501	601
402	502	603
403	503	

4.3. Appurtenances to Apartments. The owner of each apartment shall own a share and certain interests in the Condominium property, which share and interests are appurtenant to his Apartment, including but not limited to the following items that are appurtenant to the several apartments as indicated:

a. Common elements and common surplus. The undivided share in the land and other Common Elements and in the Common Surplus which are appurtenant to each apartment is as follows:

<u>UNIT NUMBER</u>	<u>SHARE OF UNDIVIDED INTEREST IN COMMON ELEMENTS, LIMITED COMMON ELEMENTS, COMMON EXPENSES AND ASSESSMENTS AND COMMON SURPLUS</u>
101	One Eighteenth (1/18th)
102	One Eighteenth (1/18th)
103	One Eighteenth (1/18th)
201	One Eighteenth (1/18th)
202	One Eighteenth (1/18th)
203	One Eighteenth (1/18th)
301	One Eighteenth (1/18th)
302	One Eighteenth (1/18th)
303	One Eighteenth (1/18th)
401	One Eighteenth (1/18th)
402	One Eighteenth (1/18th)
403	One Eighteenth (1/18th)
501	One Eighteenth (1/18th)
502	One Eighteenth (1/18th)
503	One Eighteenth (1/18th)
603	One Eighteenth (1/18th)
601	One Nineth (1/9th)

b. Automobile parking space. Parking space appurtenant to each apartment will be a limited common element reserved for the use of the apartment owner as shown and located on the floor plan annexed hereto as Exhibit "A" Page 1 and Exhibit "A" Page 4, however, any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expense of the Association. Developer shall initially have the sole right to assign parking spaces. One parking space shall be assigned to each apartment and when assigned shall be known as "Reserved Parking Space". Once so designated the same may not be changed without the consent of the owner of the unit to which the same is appurtenant.

c. Association membership. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement, shall be as follows:

5.1. Apartments.

a. By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls;

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the Condominium other than the apartment within which contained; and

(3) All incidental damage caused to an apartment by such work shall be repaired promptly at the expense of the Association.

b. By the apartment owner. The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair, and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

c. Alteration and improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the association shall make any alteration in the portions of an apartment or apartment building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety and soundness of the apartment building, or impair any easement without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of the work.

5.2. Common Elements.

a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

b. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of common elements without prior approval in writing by the record owners of all of the apartments; provided, however, that any alteration or improvement of the common elements bearing the approval in writing of the record owners of not less than 51% of the common elements, and which does not interfere with the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the initial cost of such alteration or improvement. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvement.

6. Assessments. The making and collection of assessments against unit owners for common expenses shall be pursuant to this Declaration, the Articles of Incorporation of this Association, the By-Laws of this Association, and Exhibits attached hereto, and subject to the following provisions:

6.1. Share of common expense. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements and limited common elements appurtenant to the condominium unit owned by him.

6.2. Interest: application of payments. Assessments and installments on such assessments paid on or before 15 days after the date when due shall not bear interest, but all sums not paid on or before fifteen days after the date when due shall bear interest at the rate of six per cent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

6.3. Association Lien: The Association shall have a lien on each unit for unpaid assessments. The lien for unpaid assessments shall also secure interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

6.4. Institutional Mortgage: Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a condominium unit, obtains title to a condominium parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Such unpaid share of common expenses

or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in a unit, except through foreclosure of an Institutional First Mortgage of record, as specifically provided in the Paragraph immediately preceding, including without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid.

6.5. Anything herein or in the By-Laws to the contrary notwithstanding with respect to any units which have not been sold by the Developer and which the Developer continues to own, the Developer shall pay to the Association the aggregate amount of the actual operating expenses from time to time required to be paid with respect to the operation of the Property over and above such amounts as have been established by the Board of Directors as the assessments with respect to all other Units; provided that in no event shall the Developer be required to pay an amount in excess of the aggregate of the assessments established with respect to those Units owned by the Developer and provided, further, that from the first day of the twenty-fourth month following the recordation of the Declaration, the Developer shall pay a monthly assessment with respect to any Units owned by the Developer determined in the same manner as the monthly assessment is determined for all other Unit Owners.

7. Association. The operation of the Condominium shall be by PALM BEACH WINDEMERE, INC., A CONDOMINIUM, a corporation not for profit under the laws of Florida, which shall fulfill its function pursuant to the following provisions:

7.1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "C". Amendment to Articles of Incorporation Exhibit "C-1".

7.2. The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached as Exhibit "D".

7.3. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4. Restraint upon assignment of shares in assets. The share of member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

7.5. Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8. Insurance. The insurance other than title insurance that shall be carried upon the Condominium property and the property of the apartment owners shall be governed by the following provisions:

8.1. Authority to purchase; named insured. All insurance policies upon the Condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agent for their mortgages. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer or losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

8.2. Coverage.

a. Casualty. All building and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

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

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

b. Public liability in such amounts and with such coverage as shall be required by the board of directors of the Association, including but not limited to hired automobile and nonowned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

c. Workmen's compensation policy to meet the requirements of law.

d. Such other insurance as the board of directors of the Association shall determine from time to time to be desirable.

8.3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

8.4. Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgages as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, which may be

any bank in Florida with trust powers, as may be designated as insurance trustee by the board of directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purpose elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

a. Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

b. Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(2) When the building is not to be restored - An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

c. Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

8.5. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

a. Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

b. Reconstruction or repair. If the damage of which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to be beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

c. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds

shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

d. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the apartment owners and their respective shares of the distribution.

8.6. Association as agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

9. Reconstruction or repair after casualty.

9.1. Determination to reconstruct or repair. 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. Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

b. Apartment building.

(1) Lesser damage. If the damaged improvement is the apartment building, and if apartments to which 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 unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Major damage. If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements are appurtenant are found by the board of directors to be not tenantable then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

c. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 51% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

9.3. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

9.6. Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

a. Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

b. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00 then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment then to the apartment owner and the mortgagee, jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor 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 that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

10. Use restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land.

10.1. Apartments. Each of the apartments shall be occupied only by a family and guests as a residence and for no other purpose. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be effected.

10.2. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

10.3. Leasing. Unit owners may rent and/or lease their apartment without Association approval. Unit owner shall advise the Association as to the name of person occupying and/or renting said apartment and shall also state the period tenant will occupy apartment.

10.4. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

10.5. Lawful use. No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.6. Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium upon request. The Rules and Regulations are contained in the By-Laws of PALM BEACH WINDEMERE, INC., A CONDOMINIUM. Attached as Exhibit "E".

10.7. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11. Transfer of Units. Unit owners may dispose of their apartment without approval of the Association.

11.1. Approval. Upon request by unit owner selling or transferring their apartment the Association shall issue a Certificate of Approval executed by the President and Secretary of the Association which shall be recorded in the public records of Palm Beach County at the expense of the purchaser or transferee.

12. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act.

12.1. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence

or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances or of the common elements, by the apartment owner.

12.2. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Regulations adopted pursuant to them, and the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

12.3. No waiver of rights. The failure of the Association or any apartment 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 Regulations shall not constitute a waiver of the right to do so thereafter.

13. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

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

a. not less than 51% of the entire membership of the board of directors and by not less than 51% of the votes of the entire membership of the Association; or

b. not less than 51% of the votes of the entire membership of the Association; or

c. until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

13.3. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment shall change any apartment or the share in the common expenses, unless the record owner of the apartment shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

13.4. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted,

which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Palm Beach County, Florida.

14. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act, and after any termination (in conformity with the Condominium Act) all valid mortgages and other liens against any Condominium Parcel, shall be upon the respective undivided shares of the owners of the Condominium Parcels as tenants in common:

14.1. Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

14.2. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of apartments, and all record owners of mortgages. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than 51% of the common elements, and of the record owners of all mortgages upon the apartments are obtained in writing not later than 30 days from the date of such meeting then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. The options shall be upon the following terms:

a. Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

b. Price. The sale price of each apartment shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreements, 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 apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

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

14.3. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Palm Beach County, Florida.

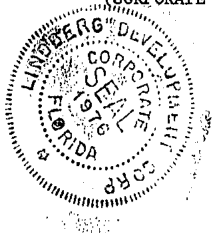
14.4. Shares of owners after termination. After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

14.5. Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

15. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, LINDBERG DEVELOPMENT CORP., a Florida Corporation, has caused these presents to be signed in its name, by its president, and its corporate seal affixed, attested by its secretary, this 8th day of November, 1978.

(CORPORATE SEAL)



LINDBERG DEVELOPMENT CORP.

BY: Leif Lindberg (SEAL)
LEIF LINDBERG President

Attest: Michael Watson (SEAL)
MICHAEL WATSON Secretary

Signed, sealed and delivered
in the presence of:

R. J. Jarvinen (SEAL)
Marianne Geraty (SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared LEIF LINDBERG and MICHAEL WATSON, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of LINDBERG DEVELOPMENT CORP., a Florida corporation and they severally acknowledged before me that they executed such instrument as such officers of said Corporation, and that the seal affixed thereto is the Corporate Seal of said Corporation, and that affixed to said instrument by due and regular corporate authority, and that said instrument is a free act and deed of said Corporation.

WITNESS my hand and official seal at said County and State,
this 8th day of November, 1978.

Mariani Genatop
Notary Public
State of Florida at Large



My commission expires: 8/20/82

EXHIBIT 'A'

PAGE 1A

GENERAL NOTES

1. Each Condominium unit consists of the space bound by a vertical projection of the boundary lines shown, and by the horizontal planes at the floor and ceiling.

The First Floor contains three units having the following elevations.
Upper limit of units 25.85'
Lower limit of units 17.80'

The Second Floor contains three units having the following elevations.
Upper limit of units 34.51'
Lower limit of units 26.45'

The Third Floor contains three units having the following elevations.
Upper limit of units 43.17'
Lower limit of units 35.05'

The Fourth Floor contains three units having the following elevations.
Upper limit of units 51.76'
Lower limit of units 43.70'

The Fifth Floor contains three units having the following elevations.
Upper limit of units 60.39'
Lower limit of units 52.30'

The Sixth Floor contains two units having the following elevations.
Upper limit of units 68.95'
Lower limit of units 60.92'

2. Elevations shown on all sheets are based on Mean Sea Level (M.S.L.) Datum.
3. The heavy solid lines shown on pages 2 and 3 designate the boundary of the condominium units.
4. A) Each lettered unit shell have boundary lines in accordance with the definition of the unit, as that definition appears in the Declaration of Condominium to which this Exhibit is attached.

B) All land and all portion of the buildings or other improvements not located within the boundaries of a unit are part of the Common Elements, or are limited common elements. As to limited common elements, their use is reserved to the unit or units to which the limited common elements are attached or to which they have been assigned, to the exclusion of all other units. Easements and installations for the furnishing of utility services to more than one unit, or to a unit other than the unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewer disposal, which installation shell include ducts, plumbing, wiring and other facilities for the rendering of such services, are Common Elements. Personal property and other installation in connection therewith required for the furnishing of service to more than one unit, such as, but not limited to, tanks, pumps, motors, fans, are Common Elements. Tangible personal property required for the maintenance and operation of the Condominium Building are Common Elements.

PALM BEACH REC 2973 PAGE 1002

SCALE _____	DOUGLAS H. MILLER REGISTERED LAND SURVEYOR P.O. BOX 3684 LANTANA, FLORIDA 33462 PHONE 586-2889	REFERENCES
OR _____		JOB NO
FIELD _____		S-
DATE _____		

EXHIBIT "A"

Page 1 B

General Notes

Continued From Page 1A

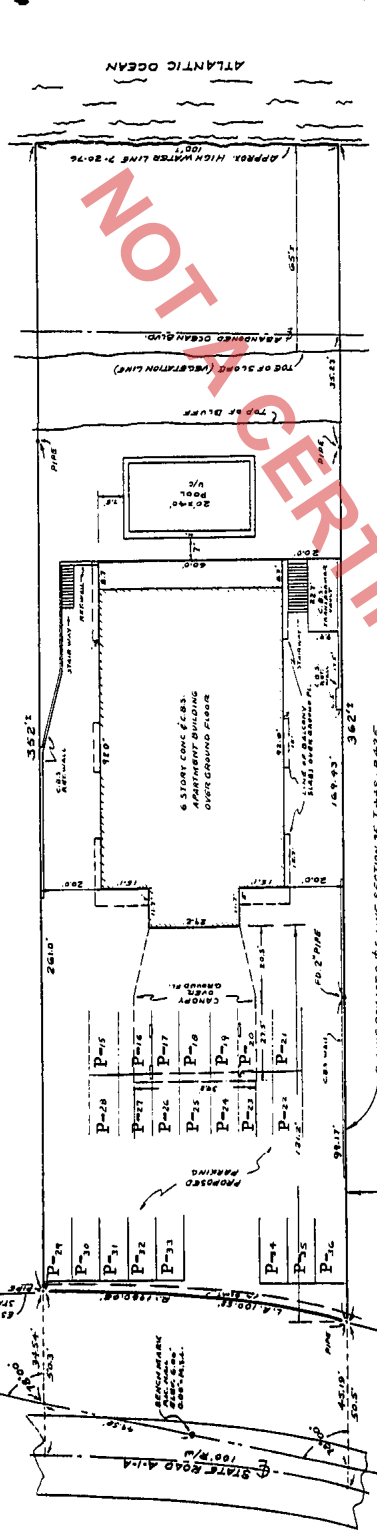
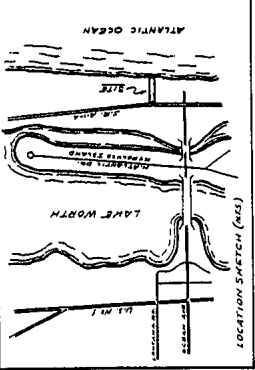
C) All dimensions shown in the individual condominium units were applicable only to the interior, unpainted, finished or unfinished surfaces.

5. L.C.E. Denotes limited common element.
6. C.E. Denotes common element.
7. All boundry walls are 0.7 feet wide unless otherwise noted.

NOT A CERTIFIED COPY

PALM OFF 2973 PAGE 1003
BEACH REC

SCALE _____	DOUGLAS H. MILLER REGISTERED LAND SURVEYOR P.O. BOX 3884 PHONE 586-2889 LANTANA, FLORIDA 33462	REFERENCES
DR _____		JOB NO
FIELD _____		S.
DATE _____		



DESCRIPTION
THAT PART OF THE SOUTH CORNER OF GOVERNMENT LOT 2,
IN SECTION 35, TOWNSHIP 44 SOUTH, RANGE 43 EAST, LYING
EAST OF STATE ROAD 41-A
SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS,
AND ENCUMBRANCES OF RECORD.

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND
CORRECT REPRESENTATION OF A SURVEY OF THE PROPERTY DESCRIBED
IN THE CAPTION THEREOF, AND IS ACCURATE TO THE BEST OF MY
KNOWLEDGE AND BELIEF, AND THAT THERE ARE NO APPARENT
ENCUMBRANCES.

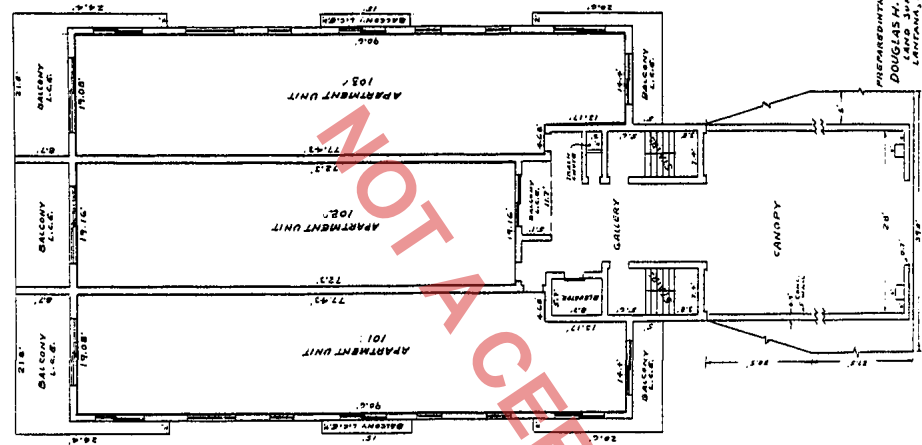
Douglas H. Miller
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 1457

NOVEMBER 1978

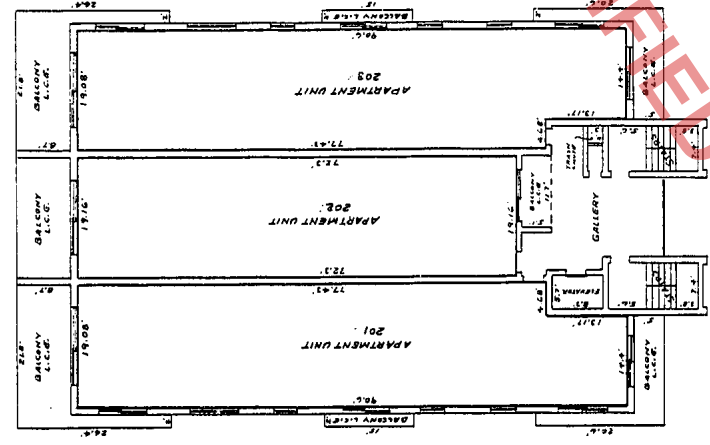
EXHIBIT "A" PAGE 1
HEREBY ATTACHED AND MADE A PART OF DECLARATION OF CONDOMINIUM
PALM BEACH WINDENERE INC.

DOUGLAS H. MILLER
PROFESSIONAL LAND SURVEYOR
P. O. BOX 3548
LANTANA, FLORIDA 33462
WS. NO. 78-157 DUG. NO. 47-1014

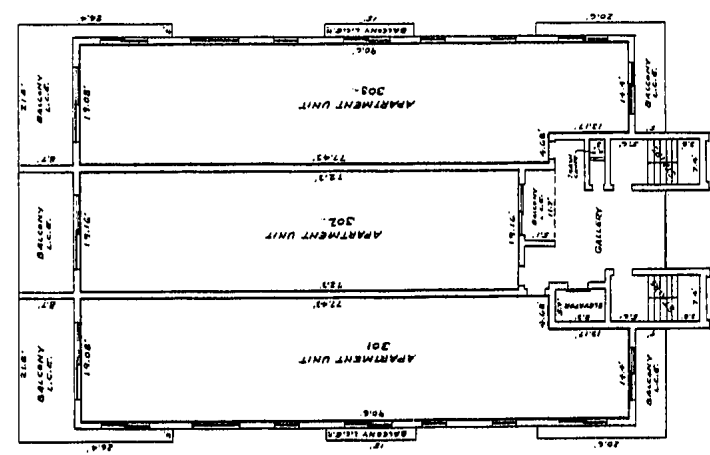
FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN

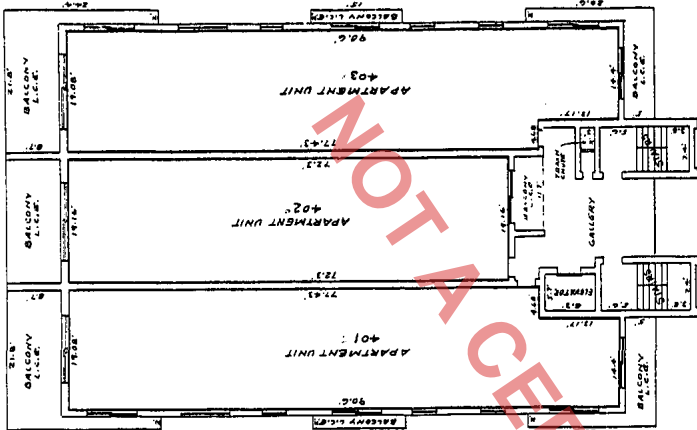


PREPARED BY THE OFFICE OF
DOUGLAS H. MILLER
LAND SURVEYOR
TALLAHASSEE, FLORIDA

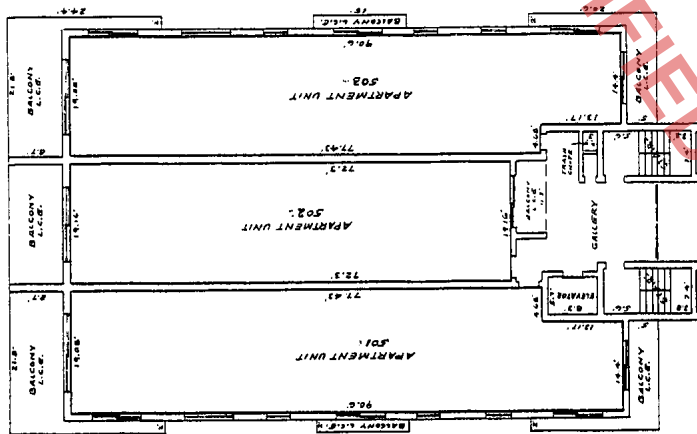
EXHIBIT "A" PAGE 2 (FLOOR PLAN)
HERETO ATTACHED AND MADE A PART OF DECLARATION OF CONDOMINIUM
PALM BEACH WINDMERE, INC.



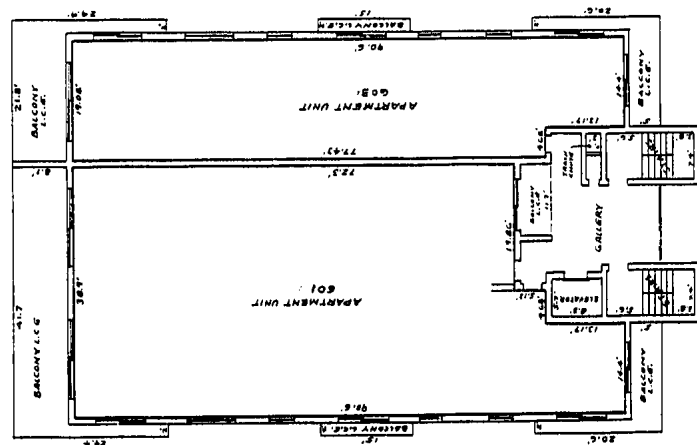
FOURTH FLOOR PLAN



SIXTH FLOOR PLAN

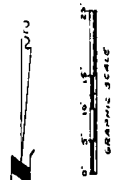


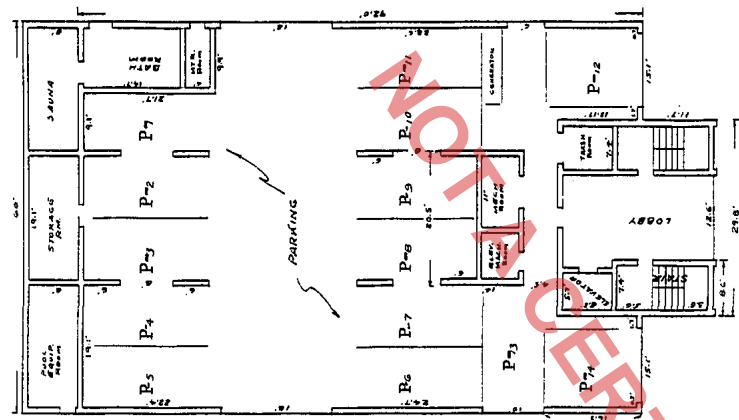
SIXTH FLOOR PLAN



PREPARED IN THE OFFICE OF
 DOUGLAS H. MILLER
 LAND SURVEYOR
 TAMPA, FLORIDA

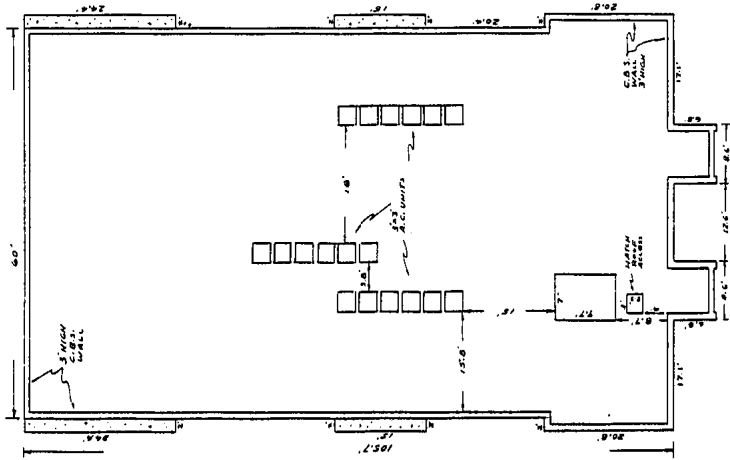
EXHIBIT "A", PAGES (FLOOR PLAN)
 HERETO ATTACHED AND MADE A PART OF DECLARATION OF CONDOMINIUM
 PALM BEACH WINDENEWE, INC.





GROUND FLOOR PLAN

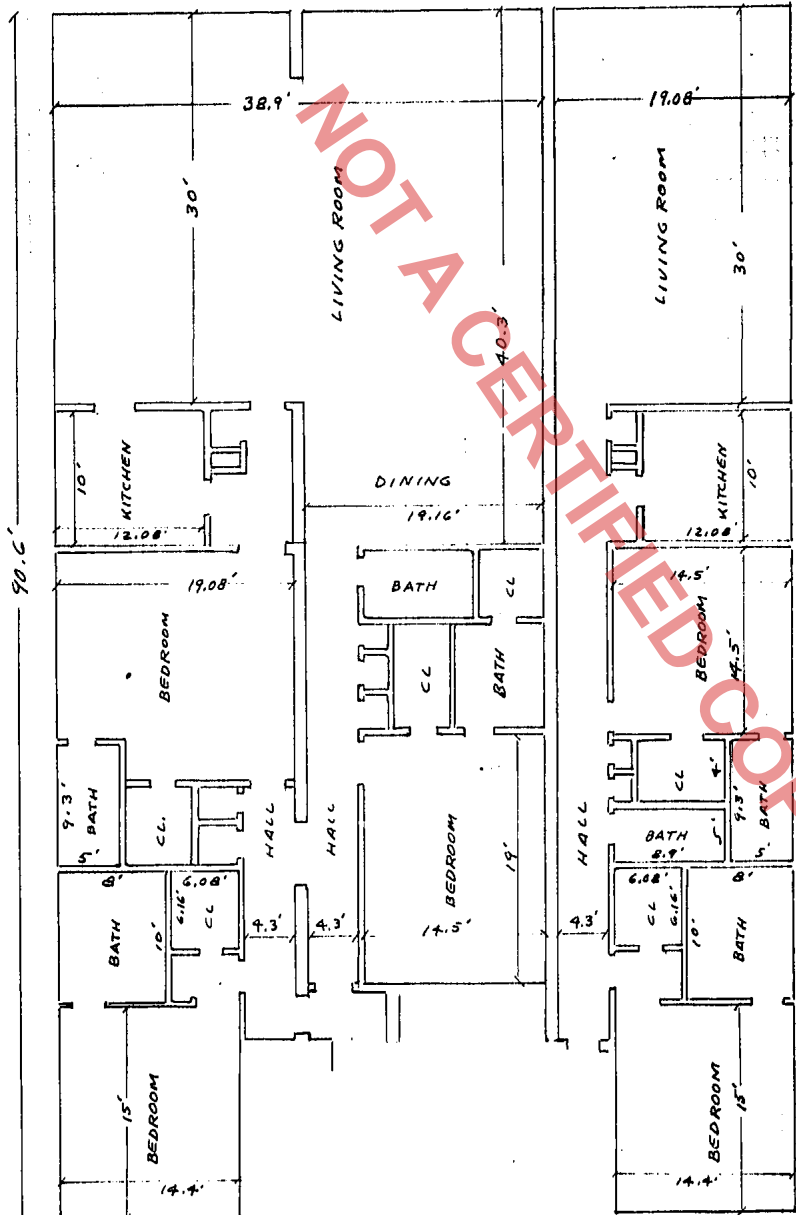
PREPARED IN THE OFFICE OF
DORIS S. WINDMERE
ARCHITECTS, P.A.
PALM BEACH, FLORIDA



ROOF PLAN

EXHIBIT 'A', PAGE 4 (FLOOR PLAN)
HERETO ATTACHED AND MADE PART OF DECLARATION OF CONDOMINIUM
PALM BEACH WINDMERE, INC.





FLOOR PLAN: TYPICAL OF 6TH FLOOR, UNITS A & B
EXHIBIT "A" PAGE 6

PALM BEACH WINDEMERE INC.

PALM BEACH REC 2973 PAGE 1008

SCALE 1" = 100'	DOUGLAS H. MILLER REGISTERED LAND SURVEYOR P.O. BOX 3664 LANTANA, FLORIDA 33462 PHONE 588-2689	REFERENCES
DATE 11-3-79		JOB NO 78-159
		S-



FLOOR PLAN: TYPICAL OF FLOORS 1, 2, 3, 4 AND 5, UNITS A B AND C

EXHIBIT "A" PAGE 5
PALM BEACH WINDEMERE INC.

PALM BEACH OFF REC 2973 PAGE 1003

SCALE 1" = 100'	DOUGLAS H. MILLER REGISTERED LAND SURVEYOR P.O. BOX 3664 LANTANA, FLORIDA 33482 PHONE 586-2669	REFERENCES
DR _____		JOB NO. 78-159
FIELD _____		S-
DATE 11-3-78		

DOUGLAS H. MILLER
Registered Land Surveyor
119 South 3rd Street
Lantana, Florida

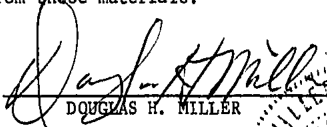
EXHIBIT NO. B

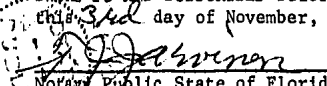
SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
) ss: PALM BEACH WINDEMERE, INC.,
COUNTY OF PALM BEACH) A CONDOMINIUM

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Douglas H. Miller, who after first being duly cautioned and sworn, deposed and says as follows:

1. That he is a duly registered land surveyor under the laws of the State of Florida, being Surveyor No. 1457
2. Affiant hereby certifies that the construction of the improvements of the subject condominium is substantially complete so that the survey of the land and graphic description of the improvements in which units are located and plot plan, floor plans and exhibits, together with the provisions of the Declaration of Condominium of PALM BEACH WINDEMERE, INC., A CONDOMINIUM 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.


DOUGLAS H. MILLER

SWORN TO AND SUBSCRIBED before me
this 3rd day of November, 1978

Notary Public State of Florida
My Commission Expires: 11-25-78

DOUGLAS H. MILLER
REGISTERED LAND SURVEYOR
STATE OF FLORIDA
NO. 1457
REGISTERED

State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of
Articles of Incorporation of PALM BEACH WINDEMERE,
INC., a corporation not for profit organized under the
Laws of the State of Florida, filed on December 20, 1977,
as shown by the records of this office.

The charter number for this corporation is 741202.

EXHIBIT C

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
22nd day of December, 1977.



Gene A. Smathers
SECRETARY OF STATE

PALM BEACH REC 2973 PAGE 1011

ARTICLES OF INCORPORATION

OF

PALM BEACH WINDEMERE, INC.,

A CONDOMINIUM

WE, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit corporation under the laws of the State of Florida, pursuant to Florida Statutes 617 Et Seq., and hereby certify as follows:

ARTICLE I.

The name of this Corporation shall be: PALM BEACH WINDEMERE, INC.

ARTICLE II.

The general purpose of this non-profit Corporation shall be as follows:

- To be the "Association:" (as defined in the Condominium Act of the State of Florida, F. S. 718 Et Seq.), for the operation of PALM BEACH WINDEMERE, INC., a Condominium, to be created pursuant to the provisions of the Condominium Act, and as such Association, to operate and administer said Condominium and carry out the functions and duties of said Condominium Association, as set forth in the Declaration of Condominium establishing said Condominium and Exhibits annexed thereto.

ARTICLE III.

All persons who are owners of condominium parcels within said Condominium shall automatically be members of this Corporation. Such membership shall automatically terminate when such person is no longer the owner of a condominium parcel. Membership in this Corporation shall be limited to such condominium owners.

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Condominium that shall be filed for said Condominium among the Public Records of Palm Beach County, Florida.

ARTICLE IV.

This Corporation shall have perpetual existence.

T. J. JARVINEN
ATTORNEY AT LAW
508 LAKE AVENUE
LAKE WORTH, FLORIDA
33480

-1-

PALM BEACH REC 2973 PAGE 1012

ARTICLE V.

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

LEIF LINDBERG 4003 S. Ocean Blvd., South Palm Beach, Florida
MARIETTA LINDBERG 4003 S. Ocean Blvd., South Palm Beach, Florida
T.J. JARVINEN 222 Lakeview Ave., Lantana, Florida

ARTICLE VI.

Section 1. The affairs of the Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than the number specified by the By-Laws, and in the exact number of persons as specified in said By-Laws. The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership, for a term of one (1) year, or until their successors shall be elected and shall qualify. Provisions for such election, and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies on the Directorate, shall be established by the By-Laws.

Section 2. The principal Officers of the Corporation shall be:

President
Vice President
Secretary
Treasurer

(the last two officers may be combined), who shall be elected from time to time, in the manner set forth in the By-Laws adopted by the Corporation.

ARTICLE VII.

The names of the Officers who are to serve until the first election of Officers, pursuant to the terms of the Declaration of Condominium and By-Laws, are as follows:

LEIF LINDBERG President
MARIETTA LINDBERG Secretary/Treasurer
T.J. JARVINEN Vice President

The following persons shall constitute the first Board of Directors, and shall serve until the first election of the Board of Directors at the first regular meeting of the membership.

LEIF LINDBERG 4003 S. Ocean Blvd., South Palm Beach, Florida
MARIETTA LINDBERG 4003 S. Ocean Blvd., South Palm Beach, Florida
T. J. JARVINEN 222 Lakeview Avenue, Lantana, Florida

ARTICLE IX.

The By-Laws of the Corporation shall initially be made and adopted by its first Board of Directors.

Prior to the time the property described in Article II hereinabove has been submitted to Condominium ownership by the filing of the Declaration

T. J. JARVINEN
ATTORNEY AT LAW
808 LAKE AVENUE
LAKE WORTH, FLORIDA
33460

of Condominium, said first Board of Directors shall have full power to amend, alter or rescind said By-Laws by a majority vote.

After the property described in Article II hereinabove has been submitted to Condominium ownership by the filing of the Declaration of Condominium, the By-Laws may be amended, altered, supplemented or modified by the membership at the Annual Meeting, or at a duly convened special meeting of the membership, attended by a majority of the membership, by vote, as follows:

- A. If the proposed change has been approved by the unanimous approval of the Board of Directors, then it shall require only a majority vote of the total votes of the membership to be adopted.
- B. If the proposed change has not been approved by the unanimous vote of the Board of Directors, then the proposed change must be approved by three-fourths (3/4ths) of the total vote of the membership;

provided, however, that (1) - prior to the first Annual Meeting of the membership, the By-Laws may not be amended without a prior resolution requesting said Amendment by the Board of Directors of the Association;

(2) - subsequent to the first Annual Meeting of the membership, the By-Laws may not be amended without the approval of the Board of Directors of the Association, unless the proposed Amendment shall be filed in writing with the Secretary or President, not less than ten (10) days prior to the membership meeting at which such Amendment is to be voted upon.

ARTICLE X.

Amendments to these Articles of Incorporation may be proposed by any member or director, and shall be adopted in the same manner as is provided for the amendment of the By-Laws, as set forth in Article IX above. Said amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the membership, sealed with the Corporate Seal, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice President, has been filed with the Secretary of State, and all filing fees paid.

ARTICLE XI.

This corporation shall have all of the powers set forth in Florida Statute 617.021, all of the powers set forth in the Condominium Act of the State of Florida, and all powers granted to it by the Declaration of Condominium and Exhibits annexed thereto.

T. J. JARVINEN
ATTORNEY AT LAW
808 LAKE AVENUE
LAKE WORTH, FLORIDA
33460

ARTICLE XII.

There shall be no dividends paid to any of the members, nor shall any part of the income of the corporation be distributed to its Board of Directors or Officers. In the event there are any excess receipts over disbursements, as a result of performing services, such excess shall be applied against future expenses, etc. The Corporation may pay compensation in a reasonable amount to its members, directors, for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium and By-Laws. The voting rights of the owners of parcels in said Condominium property shall be as set forth in the Declaration of Condominium and/or By-Laws.

ARTICLE XIII.

The street address of the initial registered office of this corporation is 4003 S. Ocean Blvd., South Palm Beach, Florida and the name of the initial registered agent of this corporation at that address is Leif Lindberg.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals, this 21st day of November, 1977.

Signed, sealed and delivered
in the presence of:

Helen K. Jarvinen
Peter J. Jarvinen
Helen K. Jarvinen
Peter J. Jarvinen
Helen K. Jarvinen
Peter J. Jarvinen

Leif Lindberg (SEAL)
LEIF LINDBERG

Marietta Lindberg (SEAL)
MARIETTA LINDBERG

T. J. Jarvinen (SEAL)
T. J. JARVINEN

T. J. JARVINEN
ATTORNEY AT LAW
808 LAKE AVENUE
LAKE WORTH, FLORIDA
33480

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared LEIF LINDBERG, MARIETTA LINDBERG, and T. J. JARVINEN, who, after being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation of PALM BEACH WINDEMERE, INC., a Florida Corporation not for profit, for the purposes therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this 21st day of November, 1977.



Notary Public, State of Florida at Large

(SEAL)

My Commission Expires: 7-30-79

T. J. JARVINEN
ATTORNEY AT LAW
808 LAKE AVENUE
LAKE WORTH, FLORIDA
33460

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PALM OFF
BEACH REC 2973 PAGE 1016

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State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of an Amendment to Articles of Incorporation of PALM BEACH WINDEMERE, INC., a Florida corporation not for profit, changing its name to PALM BEACH WINDEMERE, INC., A CONDOMINIUM, filed on October 24, 1978, as shown by the records of this office.

The charter number of this corporation is 741202.

EXHIBIT C-1

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 26th day of October, 1978.



Janet M. Lewis, Jr.
SECRETARY OF STATE

CER 101
7-21-78

PALM BEACH REC 2973 PAGE 1017

CERTIFICATE OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
PALM BEACH WINDEMERE, INC.

FILED
OCT 24 9 53 AM '78
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. ARTICLE I of the Articles of Incorporation of PALM BEACH WINDEMERE, INC. is amended to read as follows:

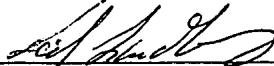
ARTICLE I
NAME

The name of the corporation is:

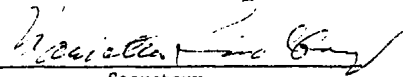
PALM BEACH WINDEMERE, INC., A CONDOMINIUM

2. The foregoing amendment was adopted by unanimous vote of the first Board of Directors of this Corporation on September 29, 1978. Said Directors are also the only members of this Corporation and no property has been submitted to Condominium ownership and no Declaration of Condominium has been filed to this date.

IN WITNESS WHEREOF, said Corporation has caused this Certificate to be signed in its name by its President, and its Corporate seal to be hereunto affixed and attested by its Secretary, this the 29th day of September, 1978.



President



Secretary



State of Florida)
) ss.
County of Palm Beach)

On this day personally appeared before me the undersigned officer duly authorized by the laws of the State of Florida, to take acknowledgement

of deeds, LEIF LINDBERG, President and MARIETTA LINDBERG, Secretary, respectively, of the PALM BEACH WINDEMERE, INC., a Florida non-profit Corporation, and acknowledged that they executed the attached and foregoing Certificate of Amendment as such officers for and on behalf of said Corporation after having been duly authorized so to do.

WITNESS my hand and official seal at Lake Worth, Florida, Palm Beach County, this 29th day of September, 1978.

Marietta Linberg
Notary Public
State of Florida, At Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 20, 1982
Bonded by American Fidelity & Guaranty Company

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BY - LAWS

OF

PALM BEACH WINDEMERE, INC.
A CONDOMINIUM

A corporation not for profit under
the laws of the State of Florida

ARTICLE I

IDENTITY

These are the By-Laws of PALM BEACH WINDEMERE, INC., A CONDOMINIUM, called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on December 20, 1977. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these By-Laws, which condominium is identified by the name PALM BEACH WINDEMERE, INC., A CONDOMINIUM, and which is located upon those certain lands in Palm Beach County, Florida, more particularly described as follows:

That part of the South 100 feet of Government Lot 2, in Section 35, Township 44 South, Range 43 East, lying East of State Road A-1-A.

1.1 The office of the Association shall be at 4200 South Ocean Boulevard, South Palm Beach, Florida.

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

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words, "Corporation not for profit" and the year of incorporation.

ARTICLE II

2.1 The annual members' meeting shall be held at the office of the corporation at 7:00 o'clock P.M. on the 3rd Tuesday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special members' meeting shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

2.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such filing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

EXHIBIT D

2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the declaration of condominium, the Articles of Incorporation or these By-Laws.

2.5 Voting.

- a. Each apartment shall be entitled to one vote.
- b. If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designated the person entitled to cast the vote of an apartment may be revoked by any owner of an apartment. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual member's meetings and as far as practical at other members' meetings, shall be:

- a. Election of chairman of the meeting.
- b. Calling of the roll and certifying of proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Election of inspectors of election.
- h. Election of directors
- i. Unfinished business.
- j. New Business.
- k. Adjournment.

2.9. Proviso. Provided, however, that until the Developer of the condominium, Lindberg Development Corp., a corporation organized and existing under the laws of the State of Florida, or its successors or assigns, has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, or until the Developer, or its successors or assigns, elects to terminate its control

of the condominium, or until after March 31, 1982, whichever shall occur first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE III

DIRECTORS

3.1 Membership. The affairs of the Association shall be managed by a board of three (3) directors.

3.2 Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual members' meeting.

b. A nominating committee of two (2) members shall be appointed by the board of directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor.

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

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

e. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

f. Provided, however, that until the Developer of the condominium, Lindberg Development Corp., a corporation organized and existing under the laws of the State of Florida, or its successors or assigns, has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, or until the Developer, or its successors or assigns, elects to terminate its control of the condominium, or until after March 31, 1982, whichever occurs first, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors the vacancies shall be filled by the Developer.

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

3.4 The organization meeting of a newly-elected board of directors shall be held within ten (10) days of their election at such

place and time as shall be fixed by the directors of the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

3.6 Special meetings of the directors 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 days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at directors' meeting shall consist of a majority of the entire board or directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

3.9 Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

3.11 The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12 The order of business at directors' meetings shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Report of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New Business
- h. Adjournment

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

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be executed exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval of apartment owners when such is specifically required.

ARTICLE V

OFFICERS

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or an Assistant Secretary. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

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

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

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

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

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

ARTICLE VI

FISCAL MANAGEMENT

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

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses.

a. Current expense, which shall include all receipts and expenditures within the year, for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

c. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.2 Budget. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

- a. Current expenses
- b. Reserve for deferred maintenance
- c. Reserve for replacement
- d. Betterments

e. Provided, however, that until the Developer of the condominium, Lindberg Development Corp., a corporation organized and existing under the laws of the State of Florida, or its successors or assigns, has completed all of the contemplated improvements and closed the sales of all apartments of the condominium, or until the Developer, or its successors or assigns, elects to terminate its control of the condominium, or until after March 31, 1980, whichever shall first occur, the board of directors may omit from the budget all allowances for contingencies and reserves.

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

6.3 Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in equal installments

as may be provided by the board of directors. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors. The first assessment shall be determined by the board of directors of the Association.

6.4 Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the board of directors may accelerate the remaining installments of the assessment upon notice to the apartment owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the apartment owners concerned. After such notice and upon receipt in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice in such manner as the board of directors of the Association may require in the notice of assessment.

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

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

ARTICLE VII

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.

ARTICLE VIII

These By-Laws may be amended in the following manner:

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

8.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or

prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. not less than 51% of the entire membership of the board of directors and by not less than 51% of the votes of the entire membership of the Association; or

b. until the first election of directors, by all of the directors.

8.3. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or group of apartments unless the apartment owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

8.4. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Palm Beach County, Florida.

The foregoing were adopted as the By-Laws of PALM BEACH WINDEMERE, INC., A CONDOMINIUM, a corporation not for profit under the laws of the State of Florida at a special meeting of the Board of Directors on November 8, 1978.


Secretary

Approved:


President

PALM BEACH WINDEMERE, INC., A CONDOMINIUM

BUILDING RULES AND REGULATIONS

The building Rules and Regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors of the Association, 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. Said building Rules and Regulations are as follows:

1. The sidewalk entrances, passages, elevators, if applicable, vestibules, stairways, corridors, halls, and all of the common elements, must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be stored therein. Children shall not play or loiter in halls, stairways, elevators or other public areas.
2. The personal property of all unit owners shall be stored within their Condominium units, or in assigned storage space.
3. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles be shaken or hung from any of the windows, doors or balconies, or exposed on any part of the common elements. Fire exits shall not be obstructed in any manner, and the common elements shall be kept free and clear of rubbish, debris, and other unsightly material.
4. No unit owner shall allow anything whatsoever to fall from the window, balcony or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.
5. All refuse should be bagged and deposited only in the area provided therefor.
6. No unit owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his unit, in such manner as to disturb or annoy other occupants of the Condominium. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.
7. No radio or television installation, or other wiring, shall be made without the written consent of the Board of Directors. Any antenna or aerial erected or installed on the roof or exterior walls of the building, without the consent of the Board of Directors, in writing, is liable to removal without notice and at the cost of the unit owner for whose benefit the installation was made.
8. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, or upon any part of the Condominium unit or Condominium property, by any unit owner or occupant without written permission of the Association.

EXHIBIT E

PALM BEACH REC 2973 PAGE 1029

9. No inflammable, combustible, or 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.

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